



BOARD MEETING

April 14, 2021

5:30 p.m.

Join Zoom Meeting

<https://zoom.us/j/4432756020>

PASSCODE: 1234

Meeting ID: **443 275 6020**

-OR-

One tap mobile

+13126266799, 4432756020# US (Chicago)

AGENDA

- 1) **Roll Call**
- 2) **Public Comments**
- 3) **Employee Introductions**
 - Pat Spain – Construction Technician (CMO)**
 - Gabe Sweers – Construction Technician (CMO)**
- 4) **Central Iowa Water Trails Presentation**
- 5) **Easter Lake North Shore Improvement Project Presentation**
- 6) **Strategic Plan Update**
- 7) **Financial Reports**
- 8) **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.

- 9) **Approving** bill list.
- 10) **Approving** purchase of an outfitted Dodge Ram 4500 from the State of Iowa Contract in an amount not to exceed \$62,500 for Construction Maintenance.
- 11) **Approving** Cooperative Agreement with Iowa Department of Natural Resources (IDNR) for production of native prairie seed - \$35,000 - \$50,000 in-kind seed value.
- 12) **Receive and file** the Polk County Conservation Law Enforcement Policy. Document to be submitted for approval at the May 12, 2021, Board meeting.
- 13) **Approving** award of contract identifying the lowest responsible bidder as RW Excavating Solutions, LLC in the amount of \$38,000 plus a 10% contingency for bridge guardrail repair work on the Skunk River Bridge located on the Chichaqua Valley Trail east of Bondurant, Iowa.
- 14) **Approving** change order to add additional services (plans and specifications) to the agreement with Stantec Consulting Services Inc. for the Priest Ravine Regeneration in the amount of \$16,232.

ACTION ITEMS

- 15) Approving** Polk County Conservation's participation in the Central Iowa Water Trails Governance Committee and committing Conservation's portion per the formula within the 28E Agreement establishing said committee – est. \$90,000 annually.
- 16) Approving** Fee for Service Agreement with the Conservation Corps of Iowa in the amount of \$221,200.80 for an adult Conservation Corps crew in 2021.
- 17) Approving** Fee for Service Agreement with Baker Electrical, Inc. for the installation of conduit, pulling fiber, and mounting the hardware at the Lauridsen Skatepark for WiFi and live streaming capabilities - \$44,508.20.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks – Involvement Options for PCC Board Members

CLOSED SESSION

ADJOURNMENT

Upcoming Events

- GOF Board Meeting: Thurs, 4-15-21, 8:00-10:00 a.m. via Zoom
- Earth Day Volunteer Workday: Sat, 4-24-21, 8:00 – 10:00 a.m. @ Brown's Woods, Chichaqua Bottoms Greenbelt, Easter Lake, and Jester Park
- May PCC Board Meeting: Wed, 5-12-21, location TBD

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



EASTER LAKE DES MOINES, IOWA NORTH SHORE IMPROVEMENTS

ROWING CLUB FACILITY | ADAPTIVE BOAT DOCK AND FISHING AREA | UPDATED PARKING AREAS
CONCESSIONS & RENTAL BUILDING | NATURE PLAY AREA | PICNIC SHELTERS | ENLARGED BEACH AREA
IMPROVED LAKE ACCESS | WATER QUALITY BEST MANAGEMENT PRACTICES

JANUARY, 2020

SHIVEHATTERY
ARCHITECTURE+ENGINEERING



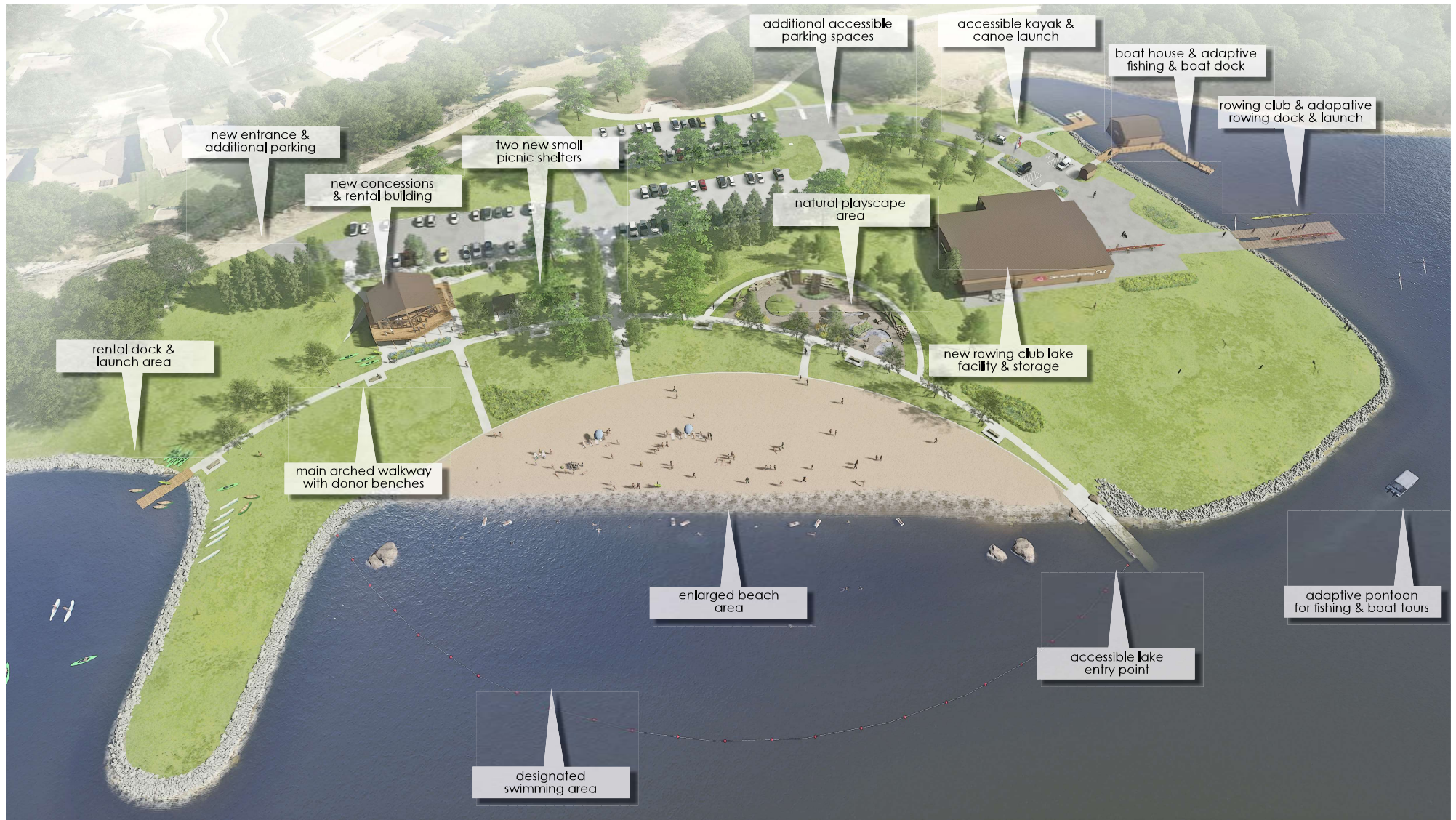
EASTER LAKE
NORTH SHORE IMPROVEMENTS
DES MOINES, IOWA | JANUARY 2020

PLAN VIEW OF ENTIRE PROJECT 2
PARK & ROWING FACILITY



**Des Moines
Rowing Club**

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EASTER LAKE

NORTH SHORE IMPROVEMENTS
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PLAN VIEW OF ENTIRE PROJECT 3
PARK & ROWING FACILITY



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BIRD'S EYE VIEW OF ENTIRE PROJECT 4
 PARK & ROWING FACILITY



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DES MOINES ROWING CLUB - PATIO & FACILITY ENTRANCES 5



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DES MOINES ROWING CLUB - ROWING DOCK & ADAPTIVE FISHING AREA 6



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DES MOINES ROWING CLUB - ERGOMETER & EXERCISE AREA 7



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NATURAL PLAYSCAPE AREA 8



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ADAPATIVE BOATING & FISHING AREA 9



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EVENT & RENTAL SPACE ON 10
MAIN FLOOR OF CONCESSIONS

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CONCESSIONS & EQUIPMENT RENTAL ON 11
 LOWER LEVEL OF BUILDING

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BOAT RENTAL DOCK & LAUNCH AREA 13



ACCESSIBLE LAKE ENTRY POINT 14



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ENLARGED BEACH AREA 15



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**POLK COUNTY CONSERVATION - EASTER LAKE NORTH SHORE
COST OPINION - MASTER PLAN CONCEPTS**

#	ITEM DESCRIPTION	QUANTITY	UNITS		UNIT COST		TOTAL COST
THE ACTIVITY CENTER							
1	MOBILIZATION	1	LS	*	\$50,000.00	=	\$50,000.00
2	CONSTRUCTION STAKING	1	LS	*	\$7,500.00	=	\$7,500.00
3	EROSION CONTROL	1	LS	*	\$10,000.00	=	\$10,000.00
4	EARTHWORK	3,300	CY	*	\$10.00	=	\$33,000.00
5	PCC SIDEWALK, 5"	1,500	SY	*	\$50.00	=	\$75,000.00
6	PCC PAVING, 6" PARKING LOT AND DRIVES	3,100	SY	*	\$60.00	=	\$186,000.00
7	PAVEMENT STRIPING	1	LS	*	\$2,500.00	=	\$2,500.00
8	ADA SIGNS	10	EA	*	\$250.00	=	\$2,500.00
9	WATER SERVICE, 6" PVC	1,500	LF	*	\$50.00	=	\$75,000.00
10	SANITARY SERVICE, 4" PVC	80	LF	*	\$30.00	=	\$2,400.00
11	STORM SEWER AND RAIN GARDENS	1	LS	*	\$50,000.00	=	\$50,000.00
12	ELECTRICAL SERVICE	1	LS	*	\$25,000.00	=	\$25,000.00
13	SITE LIGHTING	5	EA	*	\$5,000.00	=	\$25,000.00
14	ROWING CLUB BOATHOUSE (PRE-MANUFACTURED)	1	LS	*	\$1,300,000.00	=	\$1,300,000.00
16	PONTOON BOATHOUSE (PRE-MANUFACTURED)	1	LS	*	\$100,000.00	=	\$100,000.00
17	DOCK AROUND PONTOON BOATHOUSE	1	LS	*	\$50,000.00	=	\$50,000.00
18	ROWING CLUB DOCK (NOT INCLUDED)	0	LS	*	\$0.00	=	\$0.00
19	KAYAK LAUNCH DOCK	1	LS	*	\$10,000.00	=	\$10,000.00
20	CONCESSIONS BUILDING (CEDAR FORREST PENFIELD)	1	LS	*	\$600,000.00	=	\$600,000.00
15	CONCESSION BUILDING (FURNITURE/EQUIP. ALLOWANCE)	1	LS	*	\$75,000.00	=	\$75,000.00
21	DECK AROUND CONCESSIONS BUILDING	1	LS	*	\$40,000.00	=	\$40,000.00
22	MINI PICNIC SHELTERS	2	EA	*	\$15,000.00	=	\$30,000.00
23	NATURAL PLAYScape	1	LS	*	\$125,000.00	=	\$125,000.00
24	BEACH ENLARGMENT	1	LS	*	\$25,000.00	=	\$25,000.00
25	DOCKS AROUND BEACH	2	EA	*	\$10,000.00	=	\$20,000.00
26	DONOR BENCH SEATING ALONG ARCHED WALKWAY	6	EA	*	\$2,000.00	=	\$12,000.00
27	SEEDING	2	AC	*	\$1,000.00	=	\$1,750.00
28	TREES	10	EA	*	\$500.00	=	\$5,000.00
29	LANDSCAPING/STORM WATER MANAGEMENT	1	LS	*	\$100,000.00	=	\$100,000.00
SUBTOTAL ACTIVITY CENTER CONSTRUCTION COST							\$3,037,650.00
Contingency (20%)							\$ 607,530.00
SOFT COSTS (Survey, A/E Design, Geotech, Testing, Bidding, CA Phase) (10%)							\$ 303,765.00
Fundraising Costs							\$ 150,000.00
Capital/Maintenance Endowment							\$ 100,000.00
TOTAL PROJECT COSTS							\$4,198,945.00

** NOTE INCLUDED: GAS SERVICE & ROWING CLUB DOCK (DONATED BY CLUB)

**TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ENGINEER'S BEST JUDGMENT. HOWEVER, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE ESTIMATE OF PROBABLE CONSTRUCTION COST. THIS COST OPINION IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS ESTIMATE.

2020- 2021 Revenue Budget
- as of 03/31/21 (75.0% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0213	Equipment	\$ 5,000	\$ 49,382	\$ (44,382)	987.6%
6006	Environmental Ed	\$ 80,000	\$ 87,966	\$ (7,966)	110.0%
6009	Natural Resources	\$ 54,000	\$ 137,082	\$ (83,082)	253.9%
6101	Administration	\$ 20,600	\$ 59,079	\$ (38,479)	286.8%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ 1,000,000	\$ 160,829	\$ 839,171	0.0%
6110	Parks Advocacy Unit	\$ 542,500	\$ 425,323	\$ 117,177	78.4%
6118	Fleet Services	\$ -	\$ 6,512	\$ (6,512)	
6119	Construction/Maint.	\$ -	\$ 1,550	\$ (1,550)	0.0%
6124	Equestrian Center	\$ 215,000	\$ 145,733	\$ 69,267	67.8%
Sub-Total - General Fund 1		\$ 1,917,100	\$ 1,073,456	\$ 843,644	56.0%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 100,000	\$ 50,786	\$ 49,214	0.0%
6126	Mitigation Banking	\$ -	\$ -	\$ -	0.0%
6127	Miscellaneous	\$ 11,000	\$ 11,607	\$ (607)	105.5%
6128	Cabins	\$ 100,500	\$ 129,142	\$ (28,642)	128.5%
6129	Laurisden Skatepark	\$ -	\$ -	\$ -	0.0%
Sub-Total - General Fund 6		\$ 211,500	\$ 191,535	\$ 19,965	90.6%
REAP - Fund 26					
0211	Resource Enhancement	\$ 101,000	\$ 109,801	\$ (8,801)	108.7%
Reserve - Fund 50					
0210-0214	Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 367,000	\$ 503,308	\$ (136,308)	137.1%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 304,000	\$ 356,213	\$ (52,213)	117.2%
Sub-Total - Enterprises Fund 286		\$ 304,000	\$ 356,213	\$ (52,213)	117.2%
Grand Total - Conservation		\$ 2,900,600	\$ 2,234,313	\$ 666,287	77.0%

2020 - 2021 Expense Budget
- as of 03/31/21 (75.0% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0213	Equipment	\$ 280,000	\$ 390,273	\$ (110,273)	139.4%
6006	Environmental Ed	\$ 687,549	\$ 463,629	\$ 223,920	67.4%
6009	Natural Resources	\$ 1,055,119	\$ 927,194	\$ 127,925	87.9%
6101	Administration	\$ 1,107,678	\$ 806,346	\$ 301,332	72.8%
6103	Community Outreach	\$ 185,354	\$ 132,778	\$ 52,576	71.6%
6104	Conservation Grants-2018 Flood	\$ 800,000	\$ 318,894	\$ 481,106	0.0%
6110	Parks Advocacy Unit	\$ 1,240,797	\$ 883,243	\$ 357,554	71.2%
6118	Fleet Services	\$ 524,983	\$ 399,287	\$ 125,696	76.1%
6119	Construction/Maint.	\$ 683,757	\$ 564,513	\$ 119,244	82.6%
6124	Equestrian Center	\$ 627,493	\$ 459,587	\$ 167,906	73.2%
Sub-Total - General Fund 1		\$ 7,192,730	\$ 5,345,744	\$ 1,846,986	74.3%
6125	JP Lodge	\$ 75,000	\$ 111,699	\$ (36,699)	148.9%
6126	Mitigation Banking	\$ 0	\$ 0	\$ 0	0.0%
6127	Miscellaneous	\$ 25,000	\$ 12,780	\$ 12,220	51.1%
6128	JP Cabins	\$ 60,371	\$ 49,471	\$ 10,900	81.9%
6129	Laurisden Skatepark	\$ 0	\$ 638	\$ (638)	0.0%
Sub-Total - General Fund 6		\$ 160,371	\$ 174,588	\$ (14,217)	108.9%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,521,671	\$ 1,040,995	\$ 480,676	68.4%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ 94,300	\$ 133,110	\$ (38,810)	141.2%
REAP - Fund 26					
0211	Resource Enhancement	\$ 107,069	\$ 2,084	\$ 104,986	1.9%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 2,524,641	\$ 2,810,087	\$ (285,446)	111.3%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 325,000	\$ 105,354	\$ 219,646	32.4%
Sub-Total - Enterprises Fund 286		\$ 325,000	\$ 105,354	\$ 219,646	32.4%
Grand Total - Conservation		\$ 11,925,782	\$ 9,611,962	\$ 2,313,820	80.6%

PCWLL EXPENDITURES AS OF :

March 31, 2021

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKEN)	\$ 49,851	\$ 99,643	\$ -	\$ 865,150	\$ 94,142	\$ 175	\$ (809,974)	\$ 149,494	\$ (0)	DONE
C06-6134	CBG SHAW ACQUISITION	\$ 432,776	\$ -	\$ -	\$ -	\$ -	\$ 691,636	\$ (258,860)	\$ 432,776	\$ 0	DONE
C08-6142	JESTER PARK CABINS	\$ 687,625	\$ -	\$ -	\$ 687,625	\$ -	\$ -	\$ -	\$ 687,625	\$ 0	DONE
C11-6205	CVT CONN-BONDURANT TO NE 29TH	\$ 1,265,051	\$ 30,683	\$ -	\$ 1,954,413	\$ 131,607	\$ 7,262	\$ (797,548)	\$ 1,295,734	\$ (0)	DONE
C12-6213	CBG WELL REPLACEMENT	\$ 73,859	\$ -	\$ -	\$ 71,746	\$ 150	\$ 1,963	\$ -	\$ 73,859	\$ 0	DONE
C12-6214	CBG OBSERVATION DECK	\$ 89,040	\$ -	\$ -	\$ 77,840	\$ 11,200	\$ -	\$ -	\$ 89,040	\$ (0)	DONE
C12-6218	JP EQUIPMENT MAINTENANCE BLDG RELOCATION	\$ 406,291	\$ 13,762	\$ -	\$ 420,053	\$ -	\$ -	\$ -	\$ 420,053	\$ (0)	DONE
C12-6219	EC IMPROVEMENTS	\$ 10,671	\$ -	\$ -	\$ 7,253	\$ 3,418	\$ -	\$ -	\$ 10,671	\$ 0	DONE
C12-6220	4-MILE CREEK WATERSHED	\$ 20,309	\$ -	\$ 1,077,061	\$ -	\$ 20,309	\$ -	\$ -	\$ 20,309	\$ 0	DONE
C12-6221	JP NATURE CENTER	\$ 363,349	\$ 3,636,651	\$ 1,000,000	\$ 8,077,560	\$ 2,073,148	\$ 506,700	\$ (4,124,623)	\$ 6,532,784	\$ (1,032,784)	\$ 143,642
C12-6222	CBG MASTER PLAN	\$ 87,000	\$ 484,185	\$ 303,709	\$ 201,148	\$ 369,249	\$ 1,560	\$ -	\$ 571,956	\$ (0)	
C12-6223	ACKELSON TRAIL PHASE I (fkn EL Trail Phase I)	\$ 1,083,651	\$ -	\$ 189	\$ 903,781	\$ 176,108	\$ 3,951	\$ -	\$ 1,083,840	\$ 0	DONE
C12-6224	ACKELSON TRAIL PHASE II (fka EL Trail Phase II)	\$ 644,718	\$ 93,918	\$ -	\$ 1,066,959	\$ 216,221	\$ 15,457	\$ (560,000)	\$ 738,636	\$ (0)	DONE
C12-6225	ACKELSON TRAIL PHASE III (fka EL Trail Phase III)	\$ 52,661	\$ 941,136	\$ 475,000	\$ 3,906,577	\$ 580,827	\$ 9,891	\$ (1,940,951)	\$ 2,556,344	\$ (0)	\$ -
C12-6226	FDM POND IMPROVEMENTS & SEDIMENT BASIN	\$ 679,065	\$ 49,386	\$ -	\$ 769,399	\$ 136,036	\$ 23,016	\$ (200,000)	\$ 728,451	\$ 0	DONE
C12-6227	FDM PARK IMPR-SHELTER/TRAILS/PENINSULA	\$ 121,175	\$ 1,364,205	\$ -	\$ 1,044,826	\$ 203,713	\$ 340,277	\$ (103,437)	\$ 1,485,380	\$ 0	DONE
C12-6228	JP PARK IMPROVEMENTS-CAMP AREA #2 ELECTRIC	\$ 382,911	\$ -	\$ -	\$ 336,945	\$ 30,450	\$ 15,516	\$ -	\$ 382,911	\$ (0)	DONE
C12-6229	HTT CONNECTOR TO GLW (fka Neal Smith)	\$ 9,800	\$ 1,404	\$ 350	\$ -	\$ 11,554	\$ -	\$ -	\$ 11,554	\$ (0)	DONE
C12-6230	TM CAMP CREEK STABILIZATION	\$ 1,027,125	\$ 38,682	\$ -	\$ 867,694	\$ 198,000	\$ 113	\$ -	\$ 1,065,807	\$ (0)	DONE
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE	\$ 56,574	\$ 57,371	\$ 160,055	\$ 43,175	\$ 57,553	\$ 24,712	\$ (1,205)	\$ 124,236	\$ (0)	
C12-6232	YB PARK IMPROVEMENTS	\$ 55,797	\$ 626,772	\$ 500,000	\$ 427,935	\$ 143,513	\$ 160,873	\$ (209,981)	\$ 522,341	\$ 794,981	
C19-6323	YB SHOP BUILDING				\$ 79,758		\$ 5,490		\$ 85,247	\$ (70,113)	
C19-6338	YB CABINS	\$ -	\$ -	\$ -	\$ -	\$ 50,529	\$ 1,280	\$ -	\$ 51,809	\$ (51,809)	
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	\$ 33,720	\$ 126,863	\$ 491,282	\$ 121,539	\$ 20,500	\$ 8,052	\$ (3,002)	\$ 147,089	\$ 3,002	DONE
C12-6234	JP ENTRANCE RELOCATION	\$ 352,768	\$ 743,313	\$ -	\$ 946,670	\$ 122,707	\$ 37,197	\$ -	\$ 1,106,573	\$ 0	DONE
C12-6235	CBG WOOSLEY PROPERTY	\$ 2,200	\$ 516,683	\$ -	\$ -	\$ -	\$ 518,883	\$ -	\$ 518,883	\$ (0)	DONE
C12-6236	CBG MENDENHALL ACQUISITION	\$ 681,167	\$ -	\$ -	\$ -	\$ -	\$ 681,167	\$ -	\$ 681,167	\$ 0	DONE
C12-6237	CXT VAULT TOILETS	\$ 64,133	\$ 106,807	\$ 144,060	\$ -	\$ -	\$ 268,927	\$ -	\$ 268,927	\$ 46,073	
C12-6238	CBG WETLANDS/DRAINAGE RESTORATION	\$ 67,221	\$ 303,836	\$ 277,474	\$ 521,244	\$ 147,214	\$ 10,380	\$ (100,000)	\$ 578,837	\$ (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	\$ 829,542	\$ 1,102,805	\$ -	\$ -	\$ -	\$ 1,102,805	\$ 531,703	
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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March 31, 2021

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C12-6249	BROWN'S WOODS TRAILHEAD IMPROVEMENTS	\$ 49,882	\$ 77,804	\$ -	\$ 89,387	\$ 5,225	\$ 33,075	\$ -	\$ 127,686	\$ (0)	DONE
C12-6250	YB PRIEST PROPERTY ACQUISITION	\$ 321,640	\$ 11,775	\$ -	\$ -	\$ -	\$ 333,415	\$ -	\$ 333,415	\$ -	DONE
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$ 339,492	\$ 330,508	\$ 100,000	\$ -	\$ 75,693	\$ 692,405	\$ (173,200)	\$ 594,898	\$ 175,831	
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	\$ -	\$ -	\$ 11,797	\$ -	\$ 11,797	\$ 25,000	
C13-6258	NATURAL AREA RESTORATIONS	\$ 8,481	\$ 289,156	\$ 1,479,125	\$ -	\$ 5,720	\$ 626,514	\$ (25,000)	\$ 607,234	\$ 1,037,490	
C13-6259	JP ORWC	\$ 4,200	\$ (4,200)	\$ 4,200	\$ -	\$ 4,200	\$ 23,983	\$ -	\$ 28,183	\$ 0	DONE
C13-6261	ANKENY HTT EXTENSION TO DSM	\$ 908,585	\$ -	\$ -	\$ -	\$ -	\$ 3,073,585	\$ (2,165,000)	\$ 908,585	\$ 0	DONE
C13-6262	EL J.C. WHITE PROPERTY	\$ 187,685	\$ 8,913	\$ 1,050	\$ -	\$ -	\$ 289,857	\$ (92,209)	\$ 197,648	\$ (0)	DONE
C13-6263	CVT SPUR TO MALLY'S	\$ 1,100	\$ 150,837	\$ -	\$ 87,283	\$ 49,957	\$ 14,697	\$ -	\$ 151,937	\$ 0	DONE
C13-6265	YB BANE PROPERTY	\$ 238,750	\$ 24,374	\$ -	\$ -	\$ -	\$ 263,124	\$ -	\$ 263,124	\$ (0)	DONE
C14-6268	EL DIKES/DREDGING/WATER QUALITY	\$ 230,289	\$ 2,364,456	\$ 255	\$ 6,530,936	\$ 1,136,944	\$ 486,867	\$ (4,478,758)	\$ 3,675,988	\$ (0)	
C14-6269	FDSM CLASSROOM	\$ 12,873	\$ (12,873)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	DONE
C14-6270	EL COVERED BRIDGE IMPROVEMENTS	\$ 62,714	\$ -	\$ -	\$ 56,920	\$ -	\$ 5,794	\$ -	\$ 62,714	\$ 0	DONE
C14-6271	CBG KAL-DEN FARMS PROPERTY (SWAN LAKE)	\$ 100,090	\$ (20,000)	\$ -	\$ -	\$ -	\$ 143,590	\$ (63,500)	\$ 80,090	\$ 0	DONE
C14-6272	EL RAIN GARDENS	\$ 15,379	\$ (8,983)	\$ -	\$ -	\$ -	\$ 28,874	\$ (22,478)	\$ 6,396	\$ (0)	DONE
C14-6274	CONSERVATION CORPS	\$ 48,898	\$ 152,702	\$ 483,238	\$ -	\$ -	\$ 816,004	\$ -	\$ 816,004	\$ 0	
C14-6275	GWT-BILL RILEY TRAIL	\$ 22,672	\$ 160,641	\$ -	\$ 138,984	\$ 44,285	\$ 44	\$ -	\$ 183,313	\$ 0	DONE
C14-6276	CBG SMITH PROPERTY	\$ 34,687	\$ 124,738	\$ -	\$ -	\$ -	\$ 159,425	\$ -	\$ 159,425	\$ -	DONE
C15-6277	WATER QUALITY	\$ -	\$ -	\$ 1,033,079	\$ -	\$ 20,133	\$ 1,408,315	\$ -	\$ 1,428,447	\$ 74,046	\$ 100,000
C15-6278	CBG HALE POND REPAIR	\$ -	\$ 37,051	\$ -	\$ 36,825	\$ 226	\$ -	\$ -	\$ 37,051	\$ -	DONE
C15-6279	DNR WATER REC ACCESS GRANT-FDM	\$ -	\$ 7,105	\$ 45	\$ -	\$ -	\$ 28,600	\$ (21,450)	\$ 7,150	\$ -	DONE
C15-6281	TM STROSAHL	\$ -	\$ 360,475	\$ -	\$ -	\$ -	\$ 360,475	\$ -	\$ 360,475	\$ -	DONE
C16-6282	4-MILE CREEK MASTER PLAN	\$ -	\$ -	\$ 62,000	\$ -	\$ 62,000	\$ 1,407	\$ -	\$ 63,407	\$ 0	DONE
C16-6283	TM MURRAY PROPERTY	\$ -	\$ 211,045	\$ -	\$ -	\$ -	\$ 246,045	\$ (35,000)	\$ 211,045	\$ -	DONE
C16-6284	YB MILLER PROPERTY	\$ -	\$ 2,655	\$ 700	\$ -	\$ -	\$ 3,355	\$ -	\$ 3,355	\$ -	DONE
C16-6285	CBG KIMBERLY FARMS PROPERTY	\$ -	\$ 500	\$ -	\$ -	\$ 6,238	\$ 4,500	\$ (62,000)	\$ (51,262)	\$ 51,762	DONE
C16-6286	EL DELANEY PROPERTY	\$ -	\$ 5,122	\$ -	\$ -	\$ -	\$ 5,122	\$ -	\$ 5,122	\$ -	DONE
C16-6287	EC MASTER PLAN IMPROVEMENTS	\$ -	\$ 500,000	\$ 17,866	\$ 468,119	\$ 2,526	\$ 47,221	\$ -	\$ 517,866	\$ 0	DONE
C16-6288	EL CHURCH PROPERTY	\$ -	\$ 35,615	\$ 92,019	\$ -	\$ -	\$ 127,634	\$ -	\$ 127,634	\$ -	DONE
C17-6289	4-MILE WILSON PROPERTY	\$ -	\$ 52,792	\$ -	\$ -	\$ -	\$ 52,792	\$ -	\$ 52,792	\$ -	DONE
C17-6290	CG CLUBHOUSE RENOVATIONS	\$ -	\$ 8,829	\$ 391,171	\$ 325,288	\$ 68,279	\$ 6,433	\$ -	\$ 400,000	\$ -	
C17-6291	4-MILE BAIN PROPERTY	\$ -	\$ 336,054	\$ 210,989	\$ -	\$ -	\$ 547,043	\$ -	\$ 547,043	\$ 0	DONE
C17-6292	CBG MORGAN PROPERTY	\$ -	\$ 372,200	\$ -	\$ -	\$ -	\$ 372,200	\$ -	\$ 372,200	\$ -	DONE

PCWLL EXPENDITURES AS OF :

March 31, 2021

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
C17-6293	4-MILE TRAILS END PROPERTY	\$ -	\$ 3,500	\$ 1,311,550	\$ -	\$ -	\$ 1,315,050	\$ -	\$ 1,315,050	\$ (0)	DONE
C17-6295	CVT CONN-NE 29TH TO BROADWAY	\$ -	\$ 83,885	\$ 429,000	\$ 302,302	\$ 131,525	\$ -	\$ -	\$ 433,827	\$ 0	
C17-6296	BEAVER CREEK WATERSHED IMPROVEMENTS	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	DONE
C17-6297	CBG-DYKSTRA PROPERTY	\$ -	\$ -	\$ 335,368	\$ -	\$ 21,297	\$ 590,416	\$ (268,033)	\$ 343,680	\$ 0	DONE
C17-6298	CBG-VEASMAN PROPERTY	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ 500	\$ -	DONE
C17-6299	CBG-K KIMBERLY PROPERTY	\$ -	\$ -	\$ 592,623	\$ -	\$ -	\$ 594,851	\$ (232,102)	\$ 362,749	\$ 232,102	DONE
C18-6302	WETLAND BANKING	\$ -	\$ -	\$ 80,573	\$ -	\$ 140,341	\$ 158,520	\$ -	\$ 298,861	\$ 0	
C18-6303	CBG-PROPERTY 18	\$ -	\$ -	\$ 950	\$ -	\$ -	\$ 950	\$ -	\$ 950	\$ -	DONE
C18-6304	4-MILE O'MARA PROPERTY	\$ -	\$ -	\$ 4,400	\$ -	\$ -	\$ 4,400	\$ -	\$ 4,400	\$ -	DONE
C18-6305	YB PORTER PROPERTY	\$ -	\$ -	\$ 151,181	\$ -	\$ -	\$ 151,519	\$ -	\$ 151,519	\$ 0	DONE
C18-6306	YB JACK MILLER PROPERTY	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ -	DONE
C18-6307	EL HAGER PROPERTY	\$ -	\$ 505,316	\$ -	\$ -	\$ -	\$ 505,316	\$ -	\$ 505,316	\$ -	DONE
C18-6309	EAGLE ROOST GOODHUE	\$ -	\$ 2,421	\$ 79	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -	DONE
C18-6310	EAGLE ROOST JOHNSON	\$ -	\$ 1,250	\$ -	\$ -	\$ -	\$ 1,250	\$ -	\$ 1,250	\$ -	
C18-6312	MISCELLANEOUS LAND	\$ -	\$ -	\$ 16,945	\$ -	\$ 4,317	\$ 56,147	\$ -	\$ 60,464	\$ 19,448	
C18-6313	EASTER LAKE CAMPGROUND	\$ -	\$ 4,336	\$ -	\$ -	\$ 9,622	\$ -	\$ -	\$ 9,622	\$ 353,501	
C18-6314	JESTER PARK LODGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (851)	\$ -	\$ (851)	\$ (0)	
C19-6318	NR SHOP	\$ -	\$ -	\$ 2,000,000	\$ 1,840,778	\$ 11,293	\$ 232,759	\$ -	\$ 2,084,830	\$ (84,830)	
C19-6319	CBG - RANGER HOUSE	\$ -	\$ -	\$ -	\$ 227,847	\$ -	\$ 30,518	\$ -	\$ 258,365	\$ 44,573	
C19-6320	T2T BRIDGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C19-6324	4-MILE GREENWAY RESTORATION	\$ -	\$ -	\$ 14,634	\$ 107,522	\$ 19,204	\$ 1,460	\$ -	\$ 128,186	\$ 0	
C19-6325	CBG-SPRAGUE PROPERTY	\$ -	\$ -	\$ 116,099	\$ -	\$ 338	\$ 115,761	\$ -	\$ 116,099	\$ (0)	
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,444	\$ -	\$ 24,444	\$ (0)	
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	\$ -	\$ -	\$ 44,804	\$ -	\$ -	\$ 45,176	\$ -	\$ 45,176	\$ 0	
C19-6334	CBG LANE PROPERTY	\$ -	\$ -	\$ 568,705	\$ -	\$ 862	\$ 578,705	\$ (53,381)	\$ 526,186	\$ 42,519	
C19-6337	JP BIOCELLS	\$ -	\$ -	\$ -	\$ 24,129	\$ -	\$ 19,020	\$ -	\$ 43,149	\$ (0)	
C20-6341	CBG/DAN MILLER PROPERTY	\$ -	\$ -	\$ 204,529	\$ -	\$ -	\$ 204,529	\$ -	\$ 204,529	\$ 0	
C20-6342	YB/PUJA PROPERTY	\$ -	\$ -	\$ 10,031	\$ -	\$ -	\$ 10,031	\$ -	\$ 10,031	\$ -	
C20-6343	4-MILE/SLEEP HOLLOW	\$ -	\$ -	\$ 233,978	\$ -	\$ -	\$ 233,978	\$ -	\$ 233,978	\$ -	
C20-6344	MALLY'S/RANKIN	\$ -	\$ -	\$ 1,850	\$ -	\$ -	\$ 1,850	\$ -	\$ 1,850	\$ -	
C20-6346	JESTER PARK CAMPGROUND #1 IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C20-6349	COPPER CREEK	\$ -	\$ -	\$ 296,937	\$ -	\$ -	\$ 296,937	\$ -	\$ 296,937	\$ -	

PCWLL EXPENDITURES AS OF :

March 31, 2021

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
LAND ACQ.	LAND ACQUISITIONS	\$ -	\$ -	\$ 4,202,659	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,326,936	
C18-6312	MISCELLANEOUS LAND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
C19-6332	4-MILE GREINER PROPERTY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200		\$ 2,200	\$ (2,200)	
C19-6333	ADELPHI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
C19-6335	BEAVER CREEK - SWAICH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800		\$ 1,800	\$ (1,800)	
		\$ 14,030,000	\$ 15,972,072	\$ 20,364,300	\$ 35,608,730	\$ 6,774,828	\$ 20,333,726	\$ (16,866,343)	\$ 45,850,941	\$ 4,515,431	\$ 243,642

Polk County Conservation Board
5:30 p.m. – **Join Zoom Meeting**
<https://zoom.us/j/4432756020>

PASSCODE:1234

Meeting ID: 443 275 6020

-OR-

One tap mobile
+13126266799, 4432756020# US (Chicago)

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met via Zoom Meeting for regular session on Wednesday, March 10, 2021. The meeting was called to order at 5:30 p.m.

- #21-0301 Roll Call
Members Present: Crane, Cataldo, Altringer, Mollenhauer, Lewis
Members Absent:
- #21-0302 Public Comments
- #21-0303 Copper Creek Mountain Bike Park Presentation – Adam Fendrick
- #21-0304 Financial Reports
- #21-304A Polk County Water & Land Legacy Presentation – Rich Leopold
- #21-0305 MOVED BY Mollenhauer, to approve the February 10, 2021 meeting minutes.
Vote Yea: Altringer, Crane, Cataldo, Lewis, Mollenhauer
Members Absent:

CONSENT AGENDA

- #21-0306 Approving bill list.
- #21-0307 Approving the 2020 Polk County Conservation Annual Report.
- #21-0308 Approving 5% bonus pay to Brent Hansen, Construction Maintenance Technician, for special duties and assignments.
- #21-0309 Adopting Polk County Conservation Strategic Plan.
- #21-0310 Approving 28E Agreement for funding and maintenance of the Trestle-to-Trestle Trail Bridge. - \$200,000 - \$400,000.
- #21-0311 Approving an Amendment to the Master Service Agreement to extend the contract amount by an additional \$25,000 for engineering services to Stanley Consultants.

#21-0312 Approving additional compensation for debris removal from hard-surface trails to Xtreme Tree in an amount of \$4,080.00.

#21-0313 Recommending to the Polk County Board of Supervisors the granting of a permanent easement for a Gas and In-Line Inspection Station and a permanent easement for ingress/egress to said Inspection Station to MidAmerican Energy Company near the intersection of the Great Western Trail and Park Ave., Polk County, Iowa as said easement will not interfere with park purposes.

LET THE RECORD SHOW it was moved by Altringer, to approve the consent agenda.

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

Members Absent:

ACTION ITEMS

#21-0314 Approving acceptance of Conservation Finance Feasibility Study, March 2021 and recommendation to the Polk County Board of Supervisors to ~~place a~~ *accept the study of* a natural resource and recreation bond referendum on a ballot to the voters in November 2021. (Presentation by Will Abberger & Jessica Welch)

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 21-0314.

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

Members Absent:

#21-0315 Approving Land & Water Conservation Fund grant application and intent to provide \$100,000 (50% matching) funding for the Copper Creek Mountain Bike Park.

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 21-0315.

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

Members Absent:

#21-0316 Approving the land donation from the Ape Cognition and Conservation Initiative.

LET THE RECORD SHOW it was moved by Cataldo to approve Action Item 21-0316.

Vote Yea: Crane, Lewis, Cataldo, Mollenhauer

Vote Nay: Altringer

Members Absent:

BOARD DISCUSSION

Director's Remarks

GOF Grant – secured \$15,000 – helped with Youth Conservation Corps

Chichaqua Valley Trail – Trail's Visioning Grant awarded through Trees Forever

National Assoc of Clean Water Agencies – National Environmental Achievement Award awarded to Easter Lake

Great Western Trail – massive road extension – City of West DSM built tunnel under extension – are planning on building another tunnel so there is uninterrupted pathway to GWT

YB Ballfields – 125 reservations as of this meeting for this season so far!

PCC Organization Chart changes – more to come

Strategic Plan mapping over 1, 5, 30 years – senior management team beginning to implement – would like PCC Board guidance on a few items

Central Iowa Water Trails Governance Committee – \$90,000 needed to maintain PCC voting rights on board or need to discuss de-factor membership (no voting rights) – formal approval will be brought before PCC Board in April PCC Board Meeting

Board Member Assignment discussion – Liason positions/commitments

Future PCC Board Meetings – May & Sept met at JPNC traditionally, June/July/Aug met at PCC parks – May 12th meeting at Lauridsen Skatepark?

Deputy Director's Remarks

Board & Chair Remarks

Altringer – postpone liason discussion until April PCC Board Meeting

Crane – need to have descriptions/more info of Committees needing PCC Board liasons, love to have May 12th PCC Board Meeting at Lauridsen Skatepark if possible

Lewis – thank you to Director Leopold for Director's Report, unbelievable achievement securing DewTour to occur at Lauridsen Skatepark!

CLOSED SESSION

#21-0317 Moved by Cataldo to go into closed session pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

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

Members Absent:

Closed Session Attendees/Roll Call: Ginny Malcomson, Rich Leopold, Jim Cataldo, Pam Mollenhauer, Ryan Crane, Cassie Cook, Doug Romig, Kate Clark, Natalie McFarlane, Greg Lewis, Jill Altringer, Adam Fendrick

Motion to return to open session:

Moved by Mollenhauer to return to open session.

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

Members Absent:

Adjournment

Meeting adjourned at 8:06 p.m.



Date

April 14, 2021

Item No. CONSENT
Roll Call No. 21-0410
Submitted by: Douglas C. Romig
Deputy Director

AGENDA HEADING:

Approving purchase of an outfitted Dodge Ram 4500 from the State of Iowa Contract in an amount not to exceed \$62,500 for Construction Maintenance.

INFORMATION:

With the recently approved changes to Conservation's Construction Maintenance Division by Polk County Human Resources replacing the Maintenance Supervisor to a Maintenance Technician, equipment needs also changed. Under this new system, we will have four Maintenance Technicians and four Permanent Part-time Conservation Laborers (29-hours/week). While there are occasions staff can ride together, there are efficiencies to be captured by sending out a single individual to perform smaller work projects. This action does not provide a vehicle for each employee but allows for a shared vehicle as needed or if one is in the shop for repairs.

Additionally, with some aging trucks within the system, a new maintenance truck outfitted with basic add-ons such as a liftgate, goalpost style rack, rear back-up alarm, trailer brake control, and tool and equipment boxes allow staff the equipment and tools needed to complete their work. With the personnel growth within Conservation, we have held on to vehicles longer than desired and this purchase will allow us to remove an older vehicle down the road. We secured three approvals via electronic vote to expedite our order as the newest Construction Maintenance Technician will be starting at the end of April and it could take up to four months to get the truck and have it outfitted.

FISCAL IMPACT:

Amount: \$62,500

Funding Source: Fund 6 Cabins

PREVIOUS BOARD ACTION(S):

Date: January 13, 2021

Roll Call No. 21-0119 (4 Yea; 1 Vacant)

Action: Approving Vehicle and Equipment Replacement program for FY21/22 and authorizing staff to acquire said vehicles and equipment upon Board of Supervisors FY21/22 budget approval and reallocate any proceeds from sales to support equipment needs. (Approved pending change to Landpride Mower cost typo from \$45,000 to \$17,500.)

Date: February 12, 2020
Roll Call: 20-0210 (4 Yea; 1 Absent)
Action: Approving Vehicle and Equipment needs for reorganization implementation to meet operational needs. – \$98,286.

Date: January 8, 2020
Roll Call No. 20-0110 (4 Yea; 1 Vacant)
Action: Replacement program for FY20/21 and authorizing staff to acquire said vehicles and equipment upon Board of Supervisors FY20/21 budget approval and re-allocate any proceeds from sales to support equipment needs.

RECOMMENDATION:
Approving purchase of an outfitted Dodge Ram 4500 from the State of Iowa Contract in an amount not to exceed \$62,500 for Construction Maintenance.



Date

April 14, 2021

Item No.

CONSENT

Roll Call No.

21-0411

Submitted by:

Doug Sheeley

Natural Resources Manager

AGENDA HEADING:

Approving Cooperative Agreement with Iowa Department of Natural Resources (IDNR) for production of native prairie seed - \$35,000 - \$50,000 in-kind seed value.

INFORMATION:

Polk County Conservation entered into an agreement with the IDNR and the Iowa Department of Corrections (IDOC) in 2008 for the production of native prairie seed at the Iowa Correctional Institute for Women (ICIW) in Mitchellville, IA. The agreement was originally set to expire in 2028 (20 years), but a change in leadership, and thus priorities, at ICIW precipitated an early dissolution of this agreement.

Polk County Conservation (PCC) and IDNR would like to continue their successful seed production partnership under a new ten-year Cooperative Agreement, a copy of which has been included with this communication. Highlights of the new agreement include a move of production plots from ICIW to Chichaqua Bottoms Greenbelt and a transfer of labor from inmates to volunteers and staff. Other responsibilities and arrangements remain largely unchanged.

The value of this partnership provides local ecotype seeds for Central Iowa, as we are one of several partners for local seed production within Iowa for the IDNR. Separate from this partnership, Conservation also has its own seed cleaning and seed storage facility at the new Natural Resources Shop at Chichaqua Bottoms Greenbelt. With extensive volunteer support, Conservation is able to reduce seed purchases between \$150,000 and \$250,000 annually.

The value of seed produced at ICIW ranged between \$70,000 and \$100,000 annually, with each party (PCC & IDNR) receiving half of annual production. Annual production at CBG will initially be much smaller for several reasons – primarily a smaller planted area and younger, less-productive plants. As this new area grows and plants mature, annual harvest value will increase proportionally.

FISCAL IMPACT:

Amount: \$35,000-\$50,000 in seed value

Funding Source: Natural Resource budget

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Approving Cooperative Agreement with Iowa Department of Natural Resources (IDNR) for production of native prairie seed - \$35,000 - \$50,000 in-kind seed value - and authorizing Director to sign agreement.

**IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER 21CRDWWJOHN-0001**

**Between
IOWA DEPARTMENT OF NATURAL RESOURCES
And
POLK COUNTY CONSERVATION BOARD**

IN WITNESS THEREOF, the parties hereto have entered into this Cooperative Agreement on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Kayla Lyon, Director
Iowa Department of Natural Resources

CONTRACTOR

By: _____ Date: _____
Richard Leopold, Director
Polk County Conservation Board

For DNR use only:

1. Retain a signed copy of the Agreement in the project file and send a hardcopy with 1st invoice to Budget & Finance.
2. Please do one of the following:
 - a. Email scanned copy to [Christina liams@dnr.iowa.gov](mailto:Christina.liams@dnr.iowa.gov);
 - b. Fax copy to 515-725-9501 (Attn: Christina liams); **OR**
 - c. Mail a copy of the Agreement to IOWA DNR, ATTN: Christina liams, 502 E 9th St, Des Moines IA 50319.

COOPERATIVE AGREEMENT - SPECIAL CONDITIONS

This Cooperative Agreement (“Agreement”) is entered into between the Iowa Department of Natural Resources (“DNR”) and Polk County Conservation Board (“PCCB”). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties.

DNR was established pursuant to Iowa Code Chapter 455A. It is a public agency and the director, pursuant to approval by the Natural Resource Commission, has the authority to enter into this Agreement. DNR’s address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

PCCB was established pursuant to Iowa Code Chapter 350. It is a public agency and the director, pursuant to approval by the Board, has the authority to enter into this Agreement. The PCCB’s address is: Polk County Conservation Board, 12130 NW 128th Street, Granger, Iowa 50109

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any modifications, as follows:

DNR Project Manager: Bill Johnson
Biologist
Wildlife Bureau
2820 Brushy Creek Road
Lehigh, IA 50557
Phone: 515-543-8319
Email: william.johnson@dnr.iowa.gov

PCCB Project Manager: Doug Sheeley
Natural Resource Manager
12130 NW 128th Street
Granger, IA 50109
Phone: 515-323-5300
Email: doug.sheeley@polkcountyiowa.gov

Section 2 STATEMENT OF PURPOSE

- 2.1 Statutory Authority.** DNR enters into this Agreement based on statutory authority provided in Iowa Code section 455A.4(6). PCCB enters into this Agreement based on statutory authority provided in Iowa Code Section 350.3(2).
- 2.2 Background.** The Iowa DNR Prairie Resource Unit provides high quality prairie seed for quality wildlife habitat. Combining forces with PCCB will enhance the capacity of both parties to provide seed for high quality prairie reconstructions, and thus high quality wildlife habitat on DNR and PCCB managed lands.
- 2.3 Purpose.** The DNR’s purpose in entering into this Agreement is: to produce local ecotype native grass, sedge, and forb seed for high quality wildlife habitat for the public land of the state. The PCCB’s purpose in entering into this Agreement is: to produce local ecotype native grass, sedge, and forb seed for high quality wildlife habitat for PCCB property.

Section 3 DURATION OF AGREEMENT

- 3.1 Term of Agreement.** The term of this Agreement shall be May 1, 2021 through May 1 2031, unless terminated earlier in accordance with the Termination section of this Agreement. However, this Agreement shall not begin until it has been signed by both parties.

- 3.2 Approval of Agreement.** If the amount of compensation to be paid by DNR according to the terms of this Agreement is greater than \$25,000.00, then performance shall not commence unless by May 1, 2021 this Agreement has been approved by the Natural Resource Commission.

Section 4 DEFINITIONS

“Contractor” shall mean the PCCB.

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Agreement. Deliverables shall include everything produced by the PCCB that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

“Task Milestone Date” shall mean a deadline for accomplishing a Task required by this Agreement.

Section 5 STATEMENT OF WORK – RESPONSIBILITIES OF THE PARTIES

- 5.1** The responsibilities of PCCB shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Task 1: Provide land for native seed production plots Description: PCCB will provide up to 2 acres as needed for native seed production plots	May 1 2021 – May 1, 2031
Task 2: Provide personnel to plant, maintain, harvest, dry, and bag seed from production plots. Description: Planting shall be completed May-July. Maintenance includes watering newly established plots, applying herbicide, and weeding as necessary. Seed shall be harvested in a timely matter when seed is fully developed (timing varies by species). Seed shall be dried to a moisture level under 14% for storage.	May-October annually
Task 3: Provide site preparation for the plots Description: PCCB shall provide tillage and lay weed barrier fabric for production plot area.	Annually when establishing a new plot

- 5.2** The responsibilities of DNR shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Task 1: Provide seed and plant material to be grown in production plots. Description: DNR shall propagate and deliver plants to PCCB. DNR will provide approximately 2000 plants per 300 foot x 10 foot area planted. Plants will be provided for the initial planting and as needed in future years as greenhouse space allows.	May-June annually
Task 2: Clean and process all harvested native grass, sedge, and forb seed Description: DNR shall process all seed collected from the plots and maintain a record of production, harvest, and distribution of seed from the plots.	February-March annually
Task 3: Provide fabric weed barrier for the production plots Description: Fabric will be in a roll 12 feet x 300 feet per 2000 plants.	May 1 of the year established

- 5.3 Distribution of seed.** All seed produced pursuant to this Agreement shall be distributed as follows: 50% of the value of each species by weight of cleaned and processed seed to DNR and 50% of the value of each species by weight of cleaned and processed seed to PCCB. No other entity shall receive any product from this Agreement, and no seed or plants originating from plant materials subject to this Agreement may be sold to private entities.

- 5.4 Property.** Except for seed harvested pursuant to this Agreement and plants resulting from said seed, neither real nor personal property shall accrue to this Agreement. Any real or personal property used in this Agreement undertaking shall be acquired, held, and disposed of by the party which originally obtains or purchases the property.

Section 6 MONITORING AND REVIEW

- 6.1 Task Milestone Dates.** The parties agree to complete their respective obligations under this Agreement by the Task Milestone Dates set out in Section 5.1.

Failure by either party to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute default of this Agreement and shall be grounds for the other party to immediately terminate this Agreement for cause.

- 6.2 Review Meetings.** Commencing with beginning performance of this Agreement, the Project Managers shall meet annually to discuss progress made during the performance of this Agreement. The meetings shall occur, either in person or by telephone conference call, at the following times: at the end of the seed cleaning season when seed is being distributed. Meetings may be postponed only on a case-by-case basis by mutual written Agreement of the parties.

- 6.3 Status Reports.** Prior to each review meeting, each Project Manager shall provide a status report listing:

- Accomplishments during the previous period,
- Activities planned for the upcoming period,
- Tasks completed or Deliverables produced during the previous period,
- An updated schedule of upcoming Deliverables,
- Any problems or concerns encountered since the last meeting, and
- An explanation of any deviations from the financial and hourly expenditures contained in the Contractor's Proposal, if applicable.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

- 6.4 Right to review and observe.** Each party shall have the right to review and observe, at any time, completed work or work in progress. Each party agrees to provide access, upon request and without cost to the other party, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Agreement.

Section 7 COMPENSATION

- 7.1 Sources of Funding.** DNR's source of funding for this Agreement is the Fish and Wildlife Trust Fund. PCCB's source of funding for this Agreement is Polk County Conservation Board annual budget.

- 7.2 Not-to-exceed total amount of Agreement.** No money shall be owed by either party to the other. Each party shall expend such funds as required to fulfil its commitments, at its sole discretion.

- 7.3 Budget.** The budget for this Agreement shall be as follows: Each Party shall be responsible for its own costs associated with its property used in the furtherance of this Agreement. Each party will separately endure the costs associated with the specific responsibilities each has assumed in this Agreement.

- 7.4 Reserved.**

- 7.5 Payment of Invoices.** DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. If the other party is subject to the provisions of Iowa Code section 8A.514, then the other party shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in

writing by the parties, neither party shall be entitled to receive any other payment or compensation for any services provided under this Agreement.

7.6 No advance payment. No advance payments shall be made for any Deliverables provided by PCCB pursuant to this Agreement.

7.7 Delay of Payment. If either party determines that the other party has failed to perform or deliver any Deliverable required by this Agreement, then compensation may be withheld until such Deliverable is performed or delivered according to the terms of this Agreement.

To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control.

GENERAL CONDITIONS WHEN OTHER PARTY IS A GOVERNMENTAL ENTITY

Section 8 COMPLIANCE WITH THE LAW

The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The parties, and their employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. The parties represent that they will comply with all federal, state, foreign and local laws applicable to their performance under this Agreement.

Section 9 TERMINATION

- 9.1 Termination Due to Lack of Funds or Change in Law.** Any party shall have the right to terminate this Agreement without penalty by giving sixty (60) days written notice to the other party as a result of any of the following:
- 9.1.1** The legislature or governor fail to appropriate funds sufficient to allow either party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or if funds anticipated for the continued fulfillment of the Agreement are, not forthcoming or are insufficient, either through the failure to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or
 - 9.1.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed to make any payment hereunder are insufficient or unavailable; or
 - 9.1.3** If either parties' authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or
 - 9.1.4** If either parties' duties, programs or responsibilities are modified or materially altered; or
 - 9.1.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects either parties' ability to fulfill any of its obligations under this Agreement.
- 9.2 Immediate Termination by DNR.** DNR may terminate this Agreement for any of the following reasons effective immediately without advance notice and without penalty:
- 9.2.1** In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Agreement effective as of the date on which the license or certification is no longer in effect;
 - 9.2.2** DNR determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;
 - 9.2.3** The Contractor fails to comply with confidentiality laws or provisions;
 - 9.2.4** The Contractor furnished any statement, representation or certification in connection with this Agreement or the RFP which is materially false, deceptive, incorrect or incomplete.
- 9.3 Termination for Cause.** In the event of failure of any of the parties to comply with any condition or perform any obligation created by this Agreement, the other party or parties may declare the noncompliant party in default of their obligations.
- 9.4** The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under this Agreement.

- 9.4.1** Either party fails to perform, any material requirement of this Agreement or is in violation of a material provision of this Agreement, including, but without limitation, any express warranties made by either party;
 - 9.4.2** Either party has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement;
 - 9.4.3** Either party has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or has misappropriated a trade secret, or
 - 9.4.4** Either party fails to comply with any of the Task Milestone dates contained in this Agreement.
- 9.5 Notice of Default.** If there is a default event, the declaring party shall provide written notice to the noncompliant party requesting that the breach or noncompliance be immediately remedied. In the event the breach or noncompliance continues 10 days beyond the date of the notice, the declaring party may immediately terminate the Agreement without additional written notice, or enforce the terms of conditions of the Agreement and seek any legal or equitable remedies.
- 9.6 Notices.** Notices under this Agreement shall be in writing and delivered to the Project Managers at their addresses as appears above under Section 1.2. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be delivered by certified U.S. Mail return receipt requested with postage prepaid or by recognized overnight delivery service, such as Federal Express or United Parcel Service. Failure to accept receipt shall constitute delivery.
- 9.7 Termination upon Notice.** Following thirty (30) days written notice, either party may terminate this Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Agreement to the terminating party up to and including the date of termination.
- 9.8 Remedies of the Contractor in Event of Termination by DNR.** In the event of termination of this Agreement for any reason by DNR or upon notice of termination, DNR shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which DNR is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to DNR under this Agreement in the event of termination. However, DNR shall not be liable for any of the following costs:
- 9.8.1** The payment of unemployment compensation to the Contractor's employees;
 - 9.8.2** The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;
 - 9.8.3** Any costs incurred by the Contractor, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Agreement;
 - 9.8.4** Any taxes that may be owed by the Contractor not directly in connection with the performance of this Agreement, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- 9.9 The Contractor's Termination Duties.** The Contractor upon receipt of notice of termination shall:
- 9.9.1** Cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Agreement, including, without limitation, results accomplished, and conclusions resulting there from, and any other matters DNR may require.

- 9.9.2** Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Contractor.
- 9.9.3** Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Agreement.
- 9.9.4** Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.
- 9.9.5** Immediately return to DNR any payments made by DNR for services that were not rendered by the Contractor.

9.10 Rights in incomplete products. In the event the Agreement is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Agreement shall, at the option of DNR, become DNR's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 10 INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Agreement are not employees or agents of the DNR. Neither the Contractor nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Agreement.

Section 11 CONFLICT OF INTEREST

The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

Section 12 AMENDMENTS

This Agreement may be amended only by written mutual consent of the parties.

Section 13 CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. If applicable, the parties shall comply with the provisions of Iowa Code section 679A.19 regarding disputes between government agencies of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. No provision of this Agreement shall be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR, Contractor, or the State of Iowa.

Section 14 SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

Section 15 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into the Agreement solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Agreement supersedes all prior contracts and agreements between the parties for the services provided in connection with this Agreement.

Section 16 ASSIGNMENT AND DELEGATION

This Agreement may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Section 17 USE OF THIRD PARTIES AND SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Agreement, unless and then only to the extent that the Special Conditions of this Agreement specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

- 17.1** All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Agreement. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement.
- 17.2** The Contractor may enter into subcontracts to complete the work required by this Agreement provided that the Agreement or remains responsible for all services performed under this Agreement. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Agreement. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.
- 17.3** All restrictions, obligations and responsibilities of the Contractor under this Agreement also shall apply to the subcontractors.
- 17.4** DNR shall have the right to request the removal of a subcontractor from the Agreement for good cause.
- 17.5** Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.
- 17.6** Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Agreement, shall be deemed a breach by Contractor and have the same legal effect.
- 17.7** If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.
- 17.8** If the Agreement is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 18 Indemnification

DNR, consistent with Iowa Code Chapter 669 and the Constitution of the State of Iowa; and the PCCB, consistent with Iowa Code Chapter 670 and the Constitution of the State of Iowa, agrees to defend and indemnify the other parties to this Agreement and hold them harmless against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising out of said parties negligent or wrongful act or omission; or any other act, or omission by their respective officers, employees, agents and volunteers in the performance of this Agreement. DNR and PCCB shall be responsible for any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments related to or arising from: any breach of this agreement; any negligent or wrongful act or omission; or any other act, or omission by their respective officers, employees, agents and volunteers, that results in injury or damage to persons or property.

Section 19 WAIVER

Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 20 CUMULATIVE RIGHTS

The various rights, powers, options, elections and remedies of any party provided in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 21 TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of the terms of this Agreement.

Section 22 RECORD RETENTION AND ACCESS

The parties shall maintain books, records and documents according to their respective law with regard to records retention. All parties shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

Section 23 OBLIGATIONS BEYOND CONTRACT TERM

This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of DNR and the Contractor incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Agreement.

Section 24 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS

Unless this Agreement is an amendment to an Agreement entered into between the parties and is designated as such, then this Agreement supersedes all prior contracts or agreements between the parties for the services provided in connection with this Agreement.

Section 25 CONFIDENTIALITY

The parties agree to comply with applicable Iowa law regarding confidentiality.

Section 26 SELF-INSURANCE BY THE STATE OF IOWA

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

Section 27 NON-SUPPLANTING REQUIREMENT

To the extent required by federal or state law, federal and state funds made available under this Agreement shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

Section 28 CERTIFICATION REGARDING SALES AND USE TAX

By executing this Agreement, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a

“retailer maintaining a place of business in this state” as those terms are defined in Iowa Code section 423.1. The Contractor also acknowledges that the DNR may declare the Agreement void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DNR or its representatives filing action for damages for breach of contract.

Section 29 TAXES

The State of Iowa is exempt from federal excise tax, and no payment will be made for any taxes levied on Contractor’s employees’ wages. The State of Iowa is exempt from state and local sales and use taxes on the Deliverables.

Section 30 NONDISCRIMINATION IN EMPLOYMENT

The parties, their employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The parties, their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State’s written request, each party shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under 11 Iowa Administrative Code chapter 121.

The parties, their employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event either contracts with third parties for the performance of any of its obligations under this Contract, that party shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Section 31 USE OF FEDERAL FUNDING

This provision is applicable only if federal funds constitute a part of the payment to be rendered under this Agreement. The parties shall comply with all applicable federal requirements, including but not limited to 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule) and EPA general terms and conditions which may be found at: https://www.epa.gov/sites/production/files/2017-04/documents/epa_general_terms_and_conditions_effective_april_27_2017_or_later.pdf.

Section 32 FILING

This agreement shall be filed with the Iowa Secretary of State and the Polk County Recorder by the PCCB.

	Date	April 14, 2021
	Item No. Roll Call No. Submitted by:	CONSENT 21-0412 Erich Braun Parks Manager

AGENDA HEADING:

Receive and file the Polk County Conservation Law Enforcement Policy. Document to be submitted for approval at the May 12, 2021, Board meeting.

INFORMATION:

After several years of following law enforcement procedures and guidelines in Polk County Conservation's (PCC) parks and land holdings, the Parks law enforcement staff and the Parks Manager determined the need to update the existing Law Enforcement Policy to comply with current case law. The Law Enforcement Policy provides guidance on how law enforcement officers (Park Rangers) perform their law enforcement duties.

During the process, the Polk County Sheriff's Office policies were reviewed, incorporating their information into the PCC law enforcement policy. Park Rangers and management staff, in addition to a review by the Polk County attorney, Kate Clark, and Human Resources Director, Jeff Edgar, then reviewed all updates and provided their feedback.

The draft policy has been updated and the content is being submitted to the Board for your review and comment. Staff will bring this back to the Board at their May 12, 2021 meeting for questions and formal approval. During this next month, we will be finalizing the formatting (non-content changes) to this document. If any Board member would like a hard copy, please let us know and we will get one printed and sent to your address.

FISCAL IMPACT:

Amount: \$0

PREVIOUS BOARD ACTION(S): N/A

Date:

Roll Call:

Action:

RECOMMENDATION:

Receive and file the Polk County Conservation Law Enforcement Policy. Document to be submitted for approval at the May 12, 2021, Board meeting.

Polk County Conservation



Law Enforcement Policy

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Glossary of Terms

CEW	Conducted Electrical Weapon
Comm. Center.....	Polk County Sheriff's Office Dispatch Center
IDENT	Automated Biometric Identification System
ILEA	Iowa Law Enforcement Academy
PCC.....	Polk County Conservation
PCCB	Polk County Conservation Board
PCSO	Polk County Sheriff's Office

Polk County Conservation Law Enforcement Policy: GENERAL ORDERS

GUIDELINES FOR PARK RANGERS

These procedures and guidelines describe the Conservation Ranger, Maintenance Ranger, and Park Officer protocols and responsibilities, hereinafter referred to as “Rangers”.

Ranger Mission

The Mission Statement of the Polk County Conservation (PCC) Ranger positions, are to protect, assist, inform, guide and direct park visitors in the sound and ethical treatment of the park facilities and its natural resources.

Swearing In

All full time Rangers shall swear to the following at a board meeting:

“I, NAME, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all duties of the office of (Conservation Park Ranger or Maintenance Ranger) in Polk County, Iowa, as now or hereafter required by law”

JOB CLASSIFICATION AND PERSONNEL RULES

As an employee of Polk County Conservation, all personnel shall adhere to the guidelines established by the Polk County Conservation Board (PCCB). Rangers are subject to all rules, regulations, and procedures set forth in the Polk County Conservation Administrative Manual issued to all Conservation Personnel.

Position Descriptions

Parks Manager

Under general supervision, manages and directs the day-to-day operations of Polk County parks, recreational facilities, trails, greenways, wildlife and recreational areas. Establishes overall operating standards consistent with PCC’s mission/strategic plans. Directly supervises the work of all full-time/part-time/seasonal staff.

Conservation Ranger

Under the general supervision of the Parks Manager, provides visitor services, resource/wildlife protection, building and grounds maintenance, fee collection, law/safety enforcement, educational and recreational programming, pollution control, public relations and related duties for the Polk County Parks system, which includes natural areas, trails, greenways, recreational facilities, wildlife and recreational areas. Rangers may be required to live within a park (depending on assignment) and are on call to respond to the public as needed. Rangers are required to be certified by the Iowa Law Enforcement Academy and shall be required to carry firearms while performing the law enforcement function of the job.

Maintenance Ranger

Under general supervision of the Parks Manager, participates in/directs seasonal park staff/volunteers in the care/maintenance of park grounds, trails, buildings, equipment and participates in law enforcement activities. Assists the Conservation Park Ranger in overall park/natural resource management including park maintenance, wildlife protection, pollution control, and habitat restoration. Maintenance Rangers are required to be certified by the Iowa Law Enforcement Academy and shall be required to carry firearms while performing the law enforcement function of the job.

Park Officer

Under general supervision, assigned to the Park Division, assigned and scheduled to patrol the areas managed by the Polk County Conservation, enforcing state, county and local laws. Park Officers are required to be certified by the Iowa Law Enforcement Academy and shall be required to carry firearms while performing the law enforcement function of the job.

Roles

Conservation Rangers, Maintenance Rangers, and Park Officers shall work together to show unity with appearance, activity, and knowledge of policies and procedures ensuring that all of his/her decisions and/or enforcement actions are done in the interest of public safety.

Relations

When interacting with other staff, positions must treat all individuals with equal fairness and consideration, taking in to account the circumstances.

Responding to Questions

Should questions or problems arise with concern to a Ranger, it is his/her obligation to forward the question or problem to the Director, Deputy Director, or Parks Manager.

It shall be the responsibility of the Ranger to document whenever a verbal confrontation with a park visitor occurs. The Ranger that was involved with the confrontation will write up a report. This information will be made available to the Director and Deputy Director, and/or Parks Manager, as to keep them informed.

Documentation of Actions

If any recordable incident, incident that may require a follow up, or information pertaining to officer safety is noted, all positions should send a memorandum to other rangers within the district. The documentation should include all pertinent facts and circumstances relative to the incident.

PUBLIC RELATIONS DUTIES

The Ranger shall maintain a “park host” overall attitude, much the same as they may be the host of a formal or informal gathering at home. A host accommodates his/her guests and tries to assure them an enjoyable experience. However, if someone begins to act in a way which reduces the quality of this experience, for the pursuit of good public relations, the problem must be resolved in an appropriate manner.

Authority Relating To Park Ranger Public Relations

If, because of unforeseen circumstances in the park, the Ranger on duty believes it is necessary to make special arrangements to accommodate or control a park user or group of park users, the park ranger has the authority to maintain control of the situation, establish an open dialogue with the parties involved, and come to an agreement that will be fair and reasonable.

LAW ENFORCEMENT POLICY

Review and sign off of the General Orders and addendums shall be done immediately after hire, immediately after adopted, immediately after changed, and as needed for further training.

EMPLOYEE RESPONSIBILITY

Any violation of this policy or abuse of Polk County Conservation equipment may result in disciplinary action, up to and including termination.

ADDENDUMS

Addendum 1: Patrol Duty Responsibilities

Addendum 2: Patrol Equipment

Addendum 3: Patrol Vehicles

Addendum 4: Legal Procedures

4a: Use of Force

4b: Impound

Addendum 5: Weapons

5a: Specialized Weapons

5b: Conducted Electrical Weapons

5c: Impact Weapons

5d: Chemical Deterrents

SIGN OFF SHEET

I have received the General Orders and the above addendums and understand the content of these guidelines.

Name

Date

[illegible][illegible]

Polk County Conservation Law Enforcement Policy:

Addendum 1:

PATROL DUTY RESPONSIBILITIES

SCHEDULE

The routine responsibilities of duty for Rangers may consist of a ten hour work day, four days a week, with a maximum time of 30 minutes paid for lunch; or an 8 hour work day, 5 days a week, with a maximum time of 30 minutes paid for lunch. Park Officers may be scheduled in 4-6 hour shifts as needed, with dinner expected to be taken as time allows throughout their shift, not to exceed 30 minutes paid for lunch. Special circumstances may alter these schedules.

Unless otherwise directed, Rangers shall report for duty at the time and location specified on their assignment schedule in the full uniform of the day. When on formal patrol, each Ranger is recommended to be in either the Class A or B uniform and have access to their duty belt.

It is each Ranger's obligation to notify the Polk County Sheriff's Office (PCSO) dispatch center of his/her arrival for duty. The Maintenance Ranger/Park Officer must notify the Conservation Park Ranger or Parks Manager if he/she is unable to go on duty that day. In the event of a special assignment, or a training program, Rangers may be required to report to the site coordinator or program supervisor.

Work schedules will be assigned at the beginning of the Spring Season, (mid to the end of April). Work schedules may be changed throughout the year to accommodate various changes in park activity. Vacation requests for Rangers should be given to the Parks Manager at the earliest convenience so special considerations may be given.

PATROL OF CAMPGROUNDS

It shall be the primary responsibility of the Ranger on patrol to ensure every camper is camping in the designated areas, is properly registered, and is following the campground regulations. The Ranger, upon entering each park that has camp areas, shall make contact with the Campground Host where applicable to discuss any special concerns the Campground Host may have regarding delinquent payments, or any other public nuisances.

PATROL OF PARKS

It shall be the primary responsibility of the Ranger on duty to ensure all rental facilities that are reserved have the proper reservation cards posted. Likewise it will be the responsibility of the Ranger to ensure each park visitor is complying with the rules and regulations of the Polk County Conservation Board.

ASSIGNED PATROL AREAS

The patrol schedule is set up with the county divided into 5 districts. It is up to the Conservation Ranger within each district to minimize gaps in coverage as much as possible utilizing Maintenance Rangers and Park Officers.

Jester District
Chichaqua District
Thomas Mitchell District
Yellow Banks District
Easter Lake District

Conservation Rangers, Maintenance Rangers, or Park Officers may be responsible for more than one district per shift. Satellite areas managed by the respective districts will be included in each of the patrol sections. All Rangers are encouraged to swing through other areas if they are close and time allows to increase visibility and patrol.

SPECIAL EVENTS

If a special event permit requires law enforcement presence and the appropriate fees have been collected by the permittee, Conservation Rangers and Maintenance Rangers may work the event on paid overtime.

RADIO COMMUNICATION

Each Ranger on duty will be in direct communications with the PCSO dispatch center (Comm. Center). Whenever the Ranger is stepping out of his/her vehicle to confront a park violator, depending on the degree of and the urgency of the situation, the Ranger is encouraged to make contact the Comm. Center.

RESPONDING TO EMERGENCIES

Park Rangers will respond to calls in a manner that will minimize the danger involved in emergency driving to officers and civilians, emphasizing that our main objective is to get there so we can provide the service for which we were called to perform. The emergency procedures that the rangers are to follow:

The ranger responding to the emergency will notify the Comm. Center of the location, and nature of the emergency.

Once contact with the Comm. Center has been made, the responding officer will immediately, if the situation allows, notify any other Rangers in the vicinity of the emergency

The Ranger will be responsible in notifying the Director, the Deputy Director, and Park Manager if necessary. The Ranger should consider if other departmental heads of PCC need to be contacted.

In the event of a homicide/possible death, the on-call county attorney will be called along with PCSO.

WEATHER ADVISORIES

Rangers may respond to weather advisories, i.e. “watch” or “warning” when posted in their areas. Rangers may make an attempt to contact the park visitors of weather advisories when issued from the National Weather Service.

REPORTS

Throughout the shift, each Ranger will be responsible in keeping accurate records. The records each Ranger may be required to keep are, a Shift Log, Incident Reports, and/or Monthly Reports. All reports will be kept on file in each of the Ranger’s respected offices.

Shift Logs

This log will document what occurred throughout a Ranger’s shift, the incidences that the Ranger has had to handle, and calls for service. These logs shall be kept in a secure location in each of the Ranger’s offices. These logs shall be given to the Conservation Ranger to include in the monthly report.

Incident Reports

The incidents requiring a report will be filled out using the current IR form or the Tracs IR Form. All pertinent information (names, SSN, Address, DOB, location, interdepartmental case numbers, etc.) shall be included. These reports shall be kept in a secure location in each of the Ranger’s offices. Examples of when reports may be necessary:

- Park violations
- Injuries / EMS calls
- Confrontations with campers
- Double Bookings

Case Numbers

On incidents requiring outside assistance, i.e. tow service, ambulances, departmental assists, etc. the Ranger will request a “case number” from the Comm. Center. Case numbers can also be requested for minor incidents resulting in law enforcement action.

Monthly Reports

This report will be filled out at the end of the each month by the Conservation Ranger. This report will be submitted to the Parks Manager. It should not substitute the Ranger’s meeting in person to go over pertinent information.

Polk County Conservation Law Enforcement Policy:

Addendum 2:

EQUIPMENT

DUTY GEAR

While in service, each Ranger shall be provided the equipment as follows. It is up to the individual Ranger to decide where he/she would like to carry/store and when to utilize each tool. All safety protocol included in other addendums must be followed.

- Loaded duty weapon with extra ammunition - as certified to carry
- Weapon mounted light
- Duty belt
(Park Officers may be required to use their department issued belt if allowed, otherwise provide their own)
- Duty vest
(Park Officers may be required to use their department issued vest if allowed, otherwise provide their own)
- Plate carrier and pouches (if issued a patrol rifle)
- Handcuffs and keys
- ASP - as certified to carry
- Chemical spray - as certified to carry
- Taser - as certified to carry
- Long gun - as certified to carry
- Mobile phone - if assigned
- Radio with remote microphone
- Belt mounted flashlight
- Badge
- Permit to carry ID
- Approved footwear
- Hat
- Business cards

VEHICLE GEAR

While in service, each vehicle shall be provided the equipment as follows. It is up to the individual Ranger to decide where he/she would like to carry/store and when to utilize each tool. All safety protocol included in other addendums must be followed.

- Shotgun
- Specialized weapons as issued
- AED
- First aid/trauma kit
- Nitrile gloves
- Fully charged fire extinguisher
- PBT
- Vehicle lockout kit
- Ranger's briefcase or satchel – evidence bags, NIC tests, scale
- Citation books and permits
- Copies of all reports/forms: both county and city
- Extra handcuffs/keys and additional flex cuffs
- Extra Taser cartridges
- Extra ammunition
- Flashlight with orange cone
- Permanent markers/ Extra black pens
- Rain gear
- Yellow tape
- Throw line/ throwable floatation device
- Bio clean up kit/Syringe container
- Catch Pole
- Grabbers
- Tow strap
- Tools
- Cleaning/Maintenance supplies

UNIFORMS

When on patrol duty, it is recommended Rangers wear the prescribed uniform, unless otherwise directed. Park Ranger uniforms shall be approved by the Board, Director, Deputy Director, or Parks Manager

When shirts and jackets are no longer serviceable, the PCC patch and/or badge shall be removed. Any part of the uniform that is badly faded, soiled, glazed, frayed, snagged, or patched or shoes that are cut or scarred shall be considered unserviceable and shall not be worn.

Polk County Conservation Law Enforcement Policy:

Addendum 3:

PATROL VEHICLES

USE

Rangers will respond to calls in a manner that will minimize the danger involved in emergency driving to officers and civilians, emphasizing that our main objective is to get there so we can provide the service for which we were called to perform.

Use of all PCC patrol vehicles shall be for official business only. Operation is restricted to authorized PCC employees or volunteers, and in compliance with all state regulations applicable to vehicle use.

When operating Patrol vehicles, drivers must be in possession of a valid operator's license. Any detrimental change in the status of a Ranger's operator's license must be reported immediately.

Any violation of this policy or abuse of PCC equipment may result in disciplinary action.

SERVICE AND INSPECTION

It is the responsibility of every Ranger to ensure the vehicles they are using are in good service. System fluid levels and lights should be checked and at safe levels prior to using the vehicle. Tires should be fully inflated and have a safe tread depth. Unsafe vehicle conditions: transmission leaks, burned-out vehicle lights, badly worn or damaged tires, etc. should be reported immediately to Equipment Maintenance.

Patrol vehicles are to be serviced and inspected on a regular basis. When a vehicle is due for preventative maintenance service, or when emergency repairs are needed, servicing will be coordinated through Equipment Maintenance. Rangers and their vehicles should not be away from their assigned locations during busy hours or when programs or other activities have been scheduled.

VEHICLE CLEANLINESS

Because Rangers are in close contact with the public, it is important that the patrol vehicles are kept clean, both inside and outside at all times.

Rangers are to maintain the cleanliness of patrol vehicles. Between washes, Rangers should wipe the dashboards, steering column and seats, and sweep the floorboards. This could be done conveniently while filling the gas tank. Periodic cleaning of the floor mats is encouraged but caution must be exercised so as not to get water in the radio system.

Periodic vehicle inspections may be performed by Parks Manager or Fleet Coordinator.

PASSENGERS

Rangers are authorized to transport citizens in their vehicles when the circumstances fall within the realm of their duties. Examples of this may include transporting a stranded motorist, transporting park users to/from programs, assisting lost campers, park tours, or transporting work study or ride along requests. Transportation of prisoners is permitted in the patrol vehicles. The Ranger will use appropriate protocols for transporting park patrons and for disabled vehicles.

RIDE ALONG PROGRAM

One viewpoint of PCC is to keep the citizens of Polk County informed of the various functions of the Park Division. One way this can be accomplished is by allowing citizens to personally observe Rangers as they work. In order to facilitate the public's ability to observe, PCC may permit private citizens to ride with on-duty Rangers to promote citizen awareness and allow them to gain insight and knowledge of the various functions of conservation. Ride-along participants will be a passenger/observer **only**. It is up to the Ranger to advise the participant not to take part in nor perform any law enforcement function. This must be documented. The goal of this policy is to allow citizens or persons with a business interest the opportunity to observe law enforcement activities as safely as possible.

ACCIDENTS

Should a patrol vehicle be involved in a traffic accident, the jurisdictional city, PCSO, or highway patrol will be summoned to prepare an accident report.

Rangers who are involved in traffic accidents may be subject to disciplinary action if investigation shows fault on the part of the Ranger.

PURSUIT

The purpose of this policy is to establish guidelines for the initiation and continuation of vehicular pursuits.

1. The decision to initiate a pursuit must be based on the pursuing Ranger's conclusion that the immediate danger to the Ranger and the public created by the pursuit is less than the immediate or potential danger to the public should the suspect remain at large.
2. In deciding whether to initiate or continue a pursuit, the Ranger may take the following into consideration:
 - a. The seriousness of the offense
 - b. Known information on the suspect
 - c. Road configuration (e.g. interstate, divided highway, work zone)
 - d. Physical location and population density (e.g. park, residential area, school zone, business district)
 - e. Existence of vehicular and pedestrian traffic
 - f. Lighting and visibility
 - g. Weather and environmental conditions
 - h. The relative performance capabilities of the pursuit vehicle and the vehicle being pursued

- i. Officer training and experience
- j. Speed and evasive tactics employed by the suspect
- k. The presence of other persons in the police and suspect vehicle
- l. Any other condition or situation that would create an unreasonable risk

PURSUIT OPERATIONS

1. Upon undertaking a pursuit, the pursuing vehicle shall activate emergency lights, sirens, or cameras.
2. Upon undertaking a pursuit, the Ranger may notify the Comm. Center of the
 - a. Location, direction and speed of the pursuit
 - b. Description of the pursued vehicle, including license plate number, if known; and number, identity, and description of any known occupants
 - c. Initial purpose of the stop
 - d. Any information concerning the use of firearms, threat of force, or other unusual hazard
3. The Ranger may continuously update communications on the pursuit conditions, location, weather conditions, and presence of other traffic.
4. All Rangers have discretion to end a pursuit at any time, if in another jurisdiction, the Ranger shall cease the pursuit once called off by any responding jurisdictions.

Polk County Conservation Law Enforcement Policy:

Addendum 4:

LEGAL PROCEDURES

PURPOSE

The purpose of this addendum is to establish policy and procedures for managing the search and seizure processes, warrants, bond releases, extradition procedures, court appearance and attendance, and court case interventions.

DEFINITIONS

Contact – face-to-face communication between a Ranger and a private person under circumstances where the person is free to leave.

Stop/Seizure – temporary detention of a person for investigation. A stop/seizure occurs when a Ranger uses his/her authority either to compel a person to halt, to remain in a certain place, or to perform some act (e.g., walking to a nearby location where the Ranger can use a radio, telephone). If a person reasonably believes that he/she is not free to leave the presence of the Ranger and is physically restrained by the Ranger/Officer, submits to the Ranger's authority, or cannot terminate the encounter (e.g., when it occurs on a bus, train, or airplane) a seizure has occurred.

Terry Stop – a Ranger may detain a citizen briefly for purposes of investigation when the Ranger, in light of experience and training, is aware of articulable facts or circumstances which could lead a reasonably prudent person to believe that a crime has occurred, criminal activity is going to occur, or someone is otherwise in need of law enforcement assistance. This level of proof is more than a hunch, but less than a preponderance of the evidence.

Reasonable Suspicion to Frisk – a Ranger has reasonable suspicion to frisk a citizen during an investigative detention when the Ranger, in light of experience and training, is aware of articulable facts or circumstances which could lead a reasonably prudent person to believe that the citizen may be armed with a weapon.

Frisk – a limited protective search for weapons.

Probable Cause – exists when a Ranger, in light of experience and training, is aware of articulable facts or circumstances which could lead a reasonably prudent person to conclude that a suspect has committed, or is in the process of committing, a criminal act.

Reasonable Ranger– one who acts as other similarly trained and experienced Ranger/Officer could be expected to act under similar circumstances. The

“reasonableness” of a Ranger’s actions will be reviewed based on the facts and circumstances known to him/her at the time of the action.

Exigent Circumstances – emergency circumstances where evidence is being destroyed, there is a danger to others, or there is a danger to Rangers.

SEARCH AND SEIZURE – GENERAL GUIDELINES

The Fourth Amendment to the U.S. Constitution strictly limits the power of law enforcement officers to make searches. With limited exceptions, a search may be made only if there is probable cause to believe that evidence of a crime is present in the area to be searched, or the officer has a search warrant.

The probable cause test for a search is similar to the probable cause test for an arrest. It requires a reasonable belief, based on a reliable source, that contraband or evidence of a crime is in the place to be searched. It must go beyond mere suspicion or an educated hunch. On the other hand, it is less than absolute certainty. The evidence needed to make a search does not have to amount to proof of guilt. It must show that evidence or contraband is probably in the place to be searched.

The requirements of a valid search must be met for each search that is conducted. Searches must be limited in time and area and must be directed towards specific things.

Even a small movement of an object is a search if the movement allows a person to see something he/she would not otherwise have seen.

Evidence seized in an improper search cannot be used. (This concept is known as the Exclusionary Rule.)

A search can continue only until its purpose has been met, unless exigent circumstances dictate otherwise.

Polk County Conservation Law Enforcement Policy:

Addendum 4a:

USE OF FORCE

REFERENCE:

Iowa Code Chapter: 702.18, 704.1, 804.13.

DEFINITIONS:

Deadly Force

- Force used for the purpose of causing serious injury;
- Force which the actor knows or reasonably should know will create a strong probability that serious injury will result;
- The discharge of a firearm, other than a firearm loaded with less lethal munitions and discharged by a peace officer, corrections officer, or corrections official in the line of duty, in the direction of some person with the knowledge of the person's presence there, even though no intent to inflict serious physical injury can be shown;
- The discharge of a firearm, other than a firearm loaded with less lethal munitions and discharged by a peace officer, corrections officer, or corrections official in the line of duty, at a vehicle in which a person is known to be.

Less-than-lethal Force

- Any use of force other than that which is considered deadly force.

Serious Injury

- Bodily injury which does any of the following:
- Creates a substantial risk of death; Causes serious permanent disfigurement;
- Causes protracted loss or impairment of the function of any bodily member or organ.

Reasonable Force

- That force which a reasonable person, in like circumstances, would judge to be necessary to prevent an injury and can include deadly force if it is reasonable to believe that such force is necessary to avoid injury or risk to one's life or safety or the life or safety of another, or it is reasonable to believe that such force is necessary to resist a like force or threat.

Resistance

- The act of opposing a person by another person in either a physical or verbal manner.

FORCE OPTIONS:

Once a Ranger determines that he/she must use physical force, the level of force used will be dependent upon the Ranger's perception of resistance and danger of that resistance, and whether that resistance is placing the Ranger or another in jeopardy of serious injury or death. It is important to note that each Ranger's perception of the danger of the level of resistance will be based upon his/her training, experience, knowledge of physical control techniques, and the totality of the circumstances.

Deadly force: The subject resists in such a way that the life of the Ranger or others is in immediate jeopardy.

PROCEDURE:

Parameters for the use of deadly force:

1. Rangers are authorized to use deadly force in order to:
 - a. Protect the Ranger or others from what is reasonably believed to be an immediate threat of death or serious bodily harm; or
 - b. Prevent the escape of a fleeing felon whom the Ranger has probable cause to believe will pose a significant threat to human life should the escape occur.
2. Before using a firearm, Rangers shall identify themselves and state their intent to shoot, where feasible.
3. Rangers shall adhere to the following restrictions when their weapon is exhibited:
 - a. Except for maintenance or during training, Rangers shall not draw or exhibit their firearms unless circumstances create reasonable cause to believe that it may be necessary to use the weapon in conformance with this addendum.
 - b. Warning shots are prohibited!**
 - c. Rangers shall not fire their weapons at or from a moving vehicle.

Exceptions:

The occupant of the other vehicle is using, or threatening to use, deadly force by means other than the vehicle.

The vehicle is operated in a manner intended to strike a Ranger or citizen; all other reasonable means of defense have

been exhausted, which includes moving out of the path of the vehicle.

d. Firearms shall not be discharged when it appears likely that an innocent person may be injured.

4. Use of deadly force other than firearms:

a. Deadly force may consist of the use of items, articles, instruments, or equipment other than firearms.

b. Deliberate use of any such item, article, instrument, or equipment for any purpose other than that for which it was designed and intended, or in a potentially deadly manner, i.e. as a club, is prohibited except in cases where the use of deadly force is specifically authorized by this addendum.

Parameters for use of less-than-lethal force:

1. Where deadly force is not authorized, Rangers should assess the incident in order to determine which less-than-lethal technique or weapon will best de-escalate the incident and bring it under control in a safe manner.

2. Rangers are authorized to use Conservation Board approved less-than-lethal force techniques and issued equipment for resolution of incidents, as follows:

a. To protect themselves or another from physical harm;

b. To restrain or subdue a resistant individual; or

c. To bring an unlawful situation safely and effectively under control.

Training and qualifications:

1. Deadly Force weapons:

a. While on-duty, Rangers shall carry only weapons and ammunition authorized by Polk County Conservation Board.

b. Authorized weapons are those with which the Ranger has qualified and received training on proper and safe usage.

c. Polk County Conservation Board shall schedule regular training and qualification sessions for rangers with on-duty, off-duty, and specialized weapons, which will be graded on a pass/fail basis.

d. Rangers who fail to receive a passing score after 3 attempts with their duty weapon(s) in accordance with ILEA testing procedures, must go through a shooter enhancement course. If the enhancement course is failed, the Ranger will be relieved of their law enforcement powers and terminated.

e. A Ranger shall not be permitted to carry any weapon with which he/she has not been able to qualify during the most recent qualification sessions.

f. A Ranger who has taken extended leave or suffered an illness or injury that could affect his/her use of firearms ability will be required to re-qualify before returning to law enforcement duties.

g. Rangers shall be issued copies of this addendum and be instructed in the use of force policies prior to being authorized to carry weapons and as needed thereafter.

2. Less-than-lethal force weapons and methods:

a. A Ranger is not permitted to use a less-than lethal weapon unless qualified in its proficient use as determined by training procedures.

b. The following less-than-lethal weapons are authorized:

- Chemical mace (in accordance with Chemical Weapons Addendum)
- Electronic Taser device (in accordance with CEW Addendum)
- Impact weapons (e.g. PR-24 police baton, ASP tactical baton and 12 gauge bean bag shotgun round) in accordance with Impact Weapons Addendum.

Reporting use of force:

1. A written report prepared according to procedures will be required when a Ranger:

a. Discharges a firearm at another person, for other than training or recreational purposes;

b. Takes an action that results in, or is alleged to have resulted in, injury to or death of another person;

c. Applies force through the use of deadly force or less-than-lethal weapons;

d. Applies any use of force as defined by Iowa Code.

2. The Director/Deputy Director/Parks Manager will be immediately notified and will comply with investigative procedures as required by the investigative agency in the following situations:

a. When a use of force results in death or injury.

b. When a subject complains that injury has been inflicted.

Use of force reports:

1. A use of force report shall be filed and submitted to the Director/Deputy Director/Parks Manager whenever a Ranger takes an action that results in (or is alleged to have resulted in) injury to or death of another person; and/or applies force through the use of less-lethal-force weapons. The report shall be filed by all Rangers involved in or witnessing the incident. This report shall contain:

- a. Subject information
 - b. Case number
 - c. Date and time
 - d. Reporting Ranger
 - e. Subject's injuries and medical treatment
 - f. Description of actual resistance encountered by the Ranger/Officer
 - g. Force used to overcome the resistance and specific weapon used
2. Color photographs will be taken of all Rangers injured in a use force incident.

Injuries resulting from use of force

1. The Ranger shall render appropriate medical aid after the use of force, to include but not limited to:
 - a. Bleeding control;
 - b. Shock control;
 - c. Rescue breathing;
 - d. CPR;
 - e. In life threatening situations summon emergency medical personnel to the scene (e.g. fire department rescue personnel, advanced life support paramedics, air ambulance);
- 2: Anytime a Ranger's use of force results in serious bodily injury or death, he/she will be responsible for notifying the Director/Deputy Director/Parks Manager.

Polk County Conservation Law Enforcement Policy:

Addendum 4b:

IMPOUND

VEHICLE IMPOUND – ARREST SITUATION

When a Ranger makes an arrest and the person arrested is the driver of a vehicle, the following procedures will apply:

1. All vehicles requiring IDENT processing or use in follow-up investigations will be impounded.
2. All vehicles will be impounded when the driver is taken into custody, unless:
 - a. The owner or co-owner is present, has a valid driver's license, and is physically able to take control of the vehicle.
 - b. Another person is present with a valid driver's license, is physically able to take control of the vehicle, and the arrested person agrees to turn control of the vehicle over to them.
 - c. A non-owner having control of a vehicle cannot relinquish control of the vehicle to another non-owner.
3. The arrest is made on private property, the legal owner of the vehicle is present, and the vehicle can be left with the approval of the property owner or person in charge. If a vehicle is left at the scene, the vehicle will be locked and the keys placed in the owner's property inventory at the Polk County Jail.

VEHICLE IMPOUND – NON-ARREST SITUATION

When a Ranger cites the driver for a non-criminal incident (e.g., moving violation, registration violation), the Ranger shall observe the following principles from State of Iowa vs. Ingram (2018) that alternative arrangements prior to impoundment should be considered.

1. The owner or driver of the vehicle should have the ability to opt for alternatives that do not interfere with public safety (e.g., park-and-lock options on nearby streets or parking lots; calling a friend or third party to drive the vehicle away). Only then is vehicle impoundment permitted. The Ranger should allow a reasonable amount of time of approximately 30 minutes.
2. When impoundment is considered:

- a. A Ranger should ask the driver whether there is any property in the vehicle that the driver wishes to retain. If so, the driver is allowed to retrieve it.
- b. If any property is left behind, a Ranger shall ask the driver whether there is anything of value requiring safekeeping. The Ranger shall make a record of the response in order to protect the Polk County Conservation Board from a later claim of theft of valuables.
- c. A Ranger may ask an individual for consent to conduct a search, but shall advise the individual that he/she can refuse the search. The Ranger shall ask for an affirmative response to the following:
 - The individual does not have to consent to the search;
 - The individual may deny consent for the search;
 - The individual will not face consequences if consent is denied
 - The individual must be able to revoke his/her consent;
 - The individual cannot give his/her consent in a Patrol vehicle.
- d. Absent specific consent from the driver to search the vehicle and any containers found in the vehicle, the containers will not be opened and will be stored for safekeeping as a unit, unless the driver directs otherwise. The Ranger shall inventory closed containers left behind in the vehicle as a unit.
- e. The driver's consent must be knowing and voluntary.

IMPOUNDED VEHICLE INVENTORY

When a vehicle is impounded in arrest situations (section I. of this addendum) and in non-arrest situations when consent is given (section II. of this addendum), the Ranger shall do an impound inventory of all items in the vehicle and list all items on an impound inventory prior to the impoundment. If adverse weather or circumstances exist, the inventory may be made at a safe and practical location.

1. All items shall be logged on the Polk County Conservation impound inventory form or supplemental report.
2. Rangers shall be careful to note valuables, hazardous or explosive material, and contraband.
3. The contents of all compartments, containers, boxes, briefcases, trunks will be inventoried.
 - a. If there is a locked container, the Ranger should attempt to gain a key or combination from the person who has control of the vehicle. Unless a search warrant is obtained the Ranger will not break into any vehicle, vehicle compartment, container, or luggage. A Ranger

may ask the person to open the item. Any locked compartment, container, or luggage not opened will be noted.

b. If illegal substances or contraband are found during an inventory, a Ranger shall:

- A Ranger should consider obtaining a search warrant. If approved, it would allow the Ranger, in most cases, to conduct a more thorough search of the motor vehicle.
- Any evidence should be secured, tagged, and turned into property.

VEHICLES IMPOUNDED OTHER THAN ARREST

1. Under normal circumstances a vehicle should not be impounded for safekeeping. Rangers may impound a vehicle for safekeeping only under the following circumstances:

- a. The vehicle is in eminent danger of destruction by man-made or natural disaster (e.g., fire, storm, wires down, building collapse);
- b. The vehicle has been damaged by vandals and there is likelihood the vehicle may sustain more damage;
- c. In all circumstances, before a Ranger impounds a vehicle for safekeeping an attempt to contact the owner shall be made by the Ranger, the Comm. Center or both.

2. Rangers locating stolen vehicles or vehicles used in the commission of crimes shall follow these procedures:

- a. Contact the law enforcement/originating agency where the crime was committed and notify them that the vehicle has been located
- b. Ascertain if the vehicle is to be IDENT processed and advise the agency which towing company will be handling the impounded vehicle.
- c. Stand-by for the impounded vehicle or until the originating agency's personnel arrive to handle the impounded vehicle.
- d. If the vehicle is to be processed, protect the evidence.
- e. File a vehicle report and inventory the contents of the vehicle. The inventory shall be performed in a manner to ensure the evidence is not contaminated. If the vehicle is to be processed after it has been removed from the scene, it may be necessary to limit the inventory of the vehicle to a cursory check in order to avoid disturbing any physical evidence.
- f. The recovery will be written on the incident report.

3. Abandoned Vehicles

- a. Abandoned vehicles are defined by Iowa Code §321.89.
- b. Rangers finding a vehicle which fits the definition of an abandoned vehicle shall follow the procedures stated in with the Iowa Code §321.89.
- c. The disposal of abandoned motor vehicles will be conducted in accordance with Iowa Code §321.90.

4. Accident Investigation Impounds

- a. In the event a driver/owner is unavailable or unable to tell the investigating Ranger where or how an accident related vehicle is to be removed from the scene, the Ranger shall impound the vehicle. A thorough impound inventory shall be made.
- b. In the course of the Ranger's follow-up investigation, the Ranger shall locate the driver/owner and inform that person that the vehicle was impounded and explain the impound release procedure. This notification shall be listed on the impound form.

5. Impound Reports

- a. Impound reports will be stored at the Rangers office.
- b. A copy will be given to the individual operating the impound vehicle.

HOLDS ON IMPOUNDED VEHICLES

1. Impounded vehicles may be held in impound by a Ranger/Officer for various investigative reasons. An impounded vehicle which has a "hold" placed on it will not be released until the reason for the hold has been satisfied.
2. When a Ranger/Officer places a hold on an impounded vehicle, he/she will write a short narrative on the impound report explaining the investigative reason for the hold.
3. As soon as the reason for the hold has been satisfied, the hold will be removed so the vehicle may be released.
4. Holds will be indicated on the impound form by placing a "hold" stamp on the form or checking "hold" in the appropriate block.
5. Rangers/Officers should make every effort to remove the hold on the impounded vehicle after five (5) working days.

RELEASE OF IMPOUNDED VEHICLES

1. PCC will issue impounded vehicle release forms. People can only obtain their vehicles from the towing companies during regular business hours. Personnel responding to citizens' inquiries are required to explain this clearly.

2. Vehicles impounded by PCC will be released only to the registered or legal owner of the vehicle concerned with valid identification.

Exception: Releases may be given to persons who have written notarized permission from the registered or legal owner of the vehicle concerned. The notarized statement will be attached to the impound form.

3. Release Information and Form

a. Prior to releasing a vehicle, the copy of the impounded vehicle form will be checked to determine whether or not a hold has been placed on it. Vehicles that have a hold will not be released until the Ranger placing the hold or a supervisor, including the administrative supervisor, has removed the hold.

b. The person requesting the vehicle's release is required to sign the impound form in the space provided. The employee releasing the vehicle will also sign the form.

c. After the copy of the impound form has been signed and all applicable Polk County fees have been paid, the employee will fill out the release form and give it to the requesting person. At that time, the employee will advise the person which tow service has the vehicle.

d. The location of impounded vehicles will not be disclosed until the impound/release form has been signed.

Polk County Conservation Law Enforcement Policy:

Addendum 5:

WEAPONS

HANDGUNS

1. Polk County Conservation equips Conservation Rangers and Maintenance Rangers with the following Polk County Conservation owned handgun and leather gear:

- a. One authorized semi-automatic pistol
- b. One duty belt to contain any of the following as requested by Ranger:
 - Holster
 - Extra magazines and holder (may be open or closed top)
 - Flash light and holder
 - Handcuffs and holder
 - Gloves and holder
 - Key holder
 - Radio Holder
 - Baton and holder if certified to carry
 - Chemical Deterrent and holder if certified to carry
 - TASER and holster if certified to carry

2. Park Officers are required to purchase/supply their own duty belt and firearm.

3. Rangers shall not alter their issued duty weapon or leather gear without consent from the appropriate firearm armorer.

4. Rangers may purchase, at their own expense, any pistol or revolver to carry while on-duty, off-duty, or for back-up. Hand guns must be

- a. .380 caliber or larger
- b. The weapon shall be well made and of modern design
- c. Of proper design
- d. Safe to carry
- e. Approved by a Firearms Instructor

5. Rangers choosing to purchase their own weapons are also responsible for purchase of an approved holster that will fit their weapon. They will also have to purchase the ammunition to train and qualify with their personal weapon. The Ranger is also responsible for ongoing armoring service of their individually purchased weapon.

WEAPON-MOUNTED LIGHTS

1. Weapon-mounted lights are supplied to, approved, and encouraged for on-duty and off-duty use for Rangers. Park Officers may purchase or bring their own as long as they are qualified with it.
2. All weapons with lights attached must be fired in that configuration during all qualifications and trainings.

HOLSTERS

1. Uniformed Rangers
Only Polk County Conservation approved holsters are to be worn on-duty.
2. Plain-Clothes Rangers
Plain-clothes Rangers must carry an approved holster while on-duty. All holsters must be designed for the weapon that they are carrying. Soft holsters designed for pocket carry are permitted as long as they are designed for the weapon that is being carried in them.
3. Conceal Carry
On-duty, plain-clothes Rangers may have their weapons concealed from public view. If the weapon is not concealed, the Ranger's badge shall be displayed directly adjacent to the Ranger's duty weapon or in clear view to the public as a method of immediate identification.

HANDGUN QUALIFICATIONS

Only employees demonstrating proficiency in the use of authorized firearms will be allowed to carry such weapons.

1. Rangers shall qualify with their duty handguns once a year under the direct supervision of a certified Polk County Conservation, Sheriff's Office, or CCPOA Firearms Instructors.
2. Park Officers may qualify with their full time department or at the above instruction.
2. All personnel shall have their duty weapon armorered during annual in service training. It is the responsibility of the Ranger to get his/her duty weapon to an armorer.
3. Uniformed personnel shall qualify in their duty belt to include ballistic vest.
4. Rangers carrying a weapon-mounted light will qualify with the light attached to the weapon during any training/qualification session.
5. Ranger's will shoot the Iowa Law Enforcement Agency handgun course with a minimum qualifying score of eighty (80) percent. Qualification scores must be documented and kept by the officer.
- 6 Employees will have three (3) attempts to post a passing score of 80% or better.

7. If an employee fails to post a passing score after three (3) attempts, he/she will be required to attend a shooter enhancement course and have the opportunity to become more proficient, which may result in posting a passing score. Those employees who are unable to post a passing score following the shooter enhancement course will be terminated.

8. After posting a passing qualification score, the employee will be issued fifty (50) rounds of duty ammunition. Employees may be required to sign an acknowledgement form that they have received their duty ammunition.

CLEANING AND REPAIR

1. Rangers will keep their handguns clean and functional at all times. Employees are to report any damage or malfunction immediately to a PCC or PCSO armorer or instructor.

2. Rangers shall be provided with cleaning equipment and chemicals to maintain their weapons.

3. Other than field strip, Polk County Conservation owned weapons will not be taken apart or disassembled any further than is recommended by the manufacturer. Any further disassembly or repair will ONLY be completed by PCC or PCSO armorers.

4. All Rangers may be subject to weapons inspections of their firearms. Inspections will be done by a certified Firearms Instructor. If a weapon is not clean, and/or is not serviceable, and/or carried and loaded with approved duty ammunition, the employee may be subject to disciplinary action.

LOSS OR THEFT OF FIREARM

The Ranger shall immediately notify the on Director/Deputy Director/ Parks Manager following the loss or theft of a PCC owned firearm. An incident report containing all of the facts and circumstances shall be prepared.

AMMUNITION

Polk County Conservation will provided new duty ammunition annually and as needed for replacement.

PCC issues the Speer Gold Dot, hollow point (bonded) ammunition. This is the ONLY authorized ammunition that Rangers can carry in their county issued guns. In the event Speer Gold Dot is unavailable, the county may issue alternate ammunition approved by the firearms instructors. Rangers using personal guns must carry expandable hollow points while on duty if available.

PCC will provide training ammunition as approved throughout the year for personal and county sanctioned training. Staff must bring their issued duty ammunition to the qualification sessions. Upon qualifying with their previously issued ammunition, Rangers will receive a new supply of duty ammunition.

SHOTGUNS

1. PCC issues shotguns to both Conservation and Maintenance Rangers.
2. The shotguns should be carried in the shotgun locking rack, so as not to be easily accessible to any unauthorized personnel.
3. The shotgun will be carried “cruiser ready” or “administratively loaded” - meaning the tube magazine on the shotgun will be loaded with four (4) rounds, the chamber empty, the side closed, the hammer relaxed or dropped, and the safety on or engaged. Shotguns in this condition and locked in the vehicle mounted locking rack is the ONLY way the shotgun is to be carried, unless in-hand on approach, as in a search warrant or other situation involving the tactical unit.

Issued Duty Ammunition Includes:

- a. Buckshot
- b. Slugs

4. Shotgun malfunctions will be reported to a PCC Firearms Instructor so repairs can be made.
5. Rangers will be required to qualify annually with his/her issued shotgun. Park Officers may qualify on any PCC owned shotgun.
6. Rangers will shoot the ILEA approved shotgun course and be required to shoot a passing score of eighty (80) percent.
7. Rangers shall be provided with cleaning equipment and chemicals to maintain their weapons
8. Employees who are issued shotguns will be issued new duty ammunition and be required to sign an acknowledgement for receipt of new duty ammunition.

AUXILIARY WEAPONS (SPECIALIZED WEAPONS)

An employee in the performance of his/her duty may encounter a situation in which specialized weapons are needed, such as a barricaded person or a sniper. In the event of this type of situation, Dispatch will call the Metro Special Tactics and Response Team (STAR) to be activated to provide a specialized weapon response. If a Ranger is a first responder to a critical incident and they are qualified to carry a rifle, refer to Addendum 5a. Specialized Weapons.

BACK-UP AND OFF-DUTY WEAPONS

1. Employees wishing to carry a back-up weapon must qualify annually with the weapon(s) at a time designated by a Firearms Instructor.
2. Anything that is of modern manufacture, in working condition, approved by the Firearms Instructor, and that the Ranger can qualify with on the course prescribed by the ILEA may be carried.
3. Any caliber of ammunition other than what PCC issues must be individually purchased by the Ranger wishing to carry it (both training and duty carry). He/She must carry expanding hollow point ammunition if available.
4. Back-up and off-duty weapons must be carried in a safe manner.
5. PCC employees who have an ILEA peace officer certification, and have been issued a professional weapons permit, may go armed anywhere in the state at all times, unless the location legally restricts or prohibits the possession of a firearm. This applies to both on-duty and off-duty personnel.

DISCHARGE OF DUTY / OFF-DUTY / BACK-UP WEAPONS

PCC Rangers may discharge a weapon under the following circumstances:

1. During range practice or competitive sporting events.
2. To destroy an animal that represents a threat to public safety or as a humanitarian measure where the animal is seriously injured.
3. As outlined in addendum – Use of Force.
4. Any use of a weapon or discharge, other than recreational use, will require immediate notification of the employee's immediate supervisor. A detailed written report will follow the oral notification.
5. **Absolutely NO WARNING SHOTS are permitted.**
6. If a situation arises in which an employee's weapon has been confiscated pertaining to an investigation, PCC will make arrangements to have a replacement weapon issued and have the employee qualify with the new weapon as soon as possible.

WEAPONS PROCESSING

Upon retirement, an employee in good standing will have the option of purchasing their duty weapon at the current trade-in value established by the Firearms Instructors.

Records will be kept by PCC of the transaction transferring ownership of the sidearm from the PCCB to the retiring employee.

Polk County Conservation Law Enforcement Policy:

Addendum 5a:

SPECIALIZED WEAPONS

POLICY

During the performance of their job, Rangers may encounter situations in which they must deploy with their rifle. Examples of these situations include, but are not limited to: active shooter situations, barricaded suspects, hostage situations.

The authorization for the duty carry of high-powered rifles is limited to those Rangers who have successfully completed a 72-hour training course and have qualified with a minimum score through the PCSO.

In addition to passing the 72-hour training course, employees who are issued or qualified to carry a high-powered rifle must attend bi-monthly training sessions to remain eligible to participate in the PCSO Patrol Rifle Program / Metro STAR Patrol Rifle Program.

SPECIALIZED WEAPONS

Rangers may become part of three different teams of people within the PCSO who are authorized to carry rifles:

1. Patrol Rifle Team Members – not assigned to the tactical unit; have normal Patrol functions but are issued extra equipment and training.
(i.e., Colt M16/AR-15 Carbine, weapon-mounted white light, either ACOG, Aimpoint, Variable Optics, or any weapon system approved by the Polk County Sheriff's office.)
2. Entry Team Members – assigned either part-time or full-time to the Metro STAR Team in the capacity as an Entry Operator / Assistant Team Leader / Team Leader / or part of the Command Element for the Unit.
(i.e., Colt M16/AR-15 Carbine 12.5" barrel, weapon-mounted white light, and Aimpoint Red Dot Optic.)
3. Marksman / Observer Team Members – assigned either part-time or full-time to the Metro STAR Team in the capacity as a Marksman / Observer / Assistant Team Leader / Team Leader / or part of the Command Element for the Unit.
(i.e., Colt M16/AR-15 Carbine 14.5" or 16" barrel, weapon-mounted white light, and an ACOG, Aimpoint, or Variable Optic.)
Members of the Marksman / Observer Team are authorized to carry individually purchased rifles and need to use PCSO Optics to stay uniform, with the authorization from the Metro STAR Team Commander and the PCSO Firearms Training Coordinator.

TRAINING / QUALIFICATIONS

Patrol Rifle Team Member

Rangers who are issued a rifle must attend and successfully complete an eight (8) -day Patrol Rifle School sponsored by the PCSO or Metro STAR and continue to attend bi-monthly training sessions (8 hours). Failure to successfully complete the school or attend bi-monthly training sessions will result in removal from the Patrol Rifle Program. Patrol Rifle Team members will qualify two times per year (i.e., spring and fall) on the ILEA course of fire (30 rounds fired at the 100-yard line). The minimum passing score is 80%. Anyone who misses more than two trainings (unexcused) without make-up sessions will be removed from the team and no longer authorized to carry a rifle on-duty or off-duty.

Entry Team Member

Members selected to the Entry Team will train twice in the even months and once in the odd months with their respective team they are assigned to. In addition to monthly firearms training and team requirements (i.e., cold qualification courses, low-light courses, and close-quarter training), entry team members will qualify two times per year (i.e., Spring and Fall) on the ILEA course of fire (30 rounds fired at the 100-yard line). The minimum passing score is 80%.

Marksman/Observer Team Member

Members selected to the Marksman/Observer Team will train twice in the even months and once in the odd months. Members of the Marksman/Observer Team will qualify twice a year (i.e., spring and fall) on the ILEA course of fire with their M16/AR-15 carbine. The minimum passing score is 90%. Members will also qualify twice per year on the qualification course of fire with their precision bolt action rifle.

ISSUED EQUIPMENT

1. All Patrol rifles carried by Rangers will be issued by the PCC. The only exception to this will be members of the Metro STAR Marksman / Observer Team.
2. All rifles shall have the following equipment:
 - ACOG, Aimpoint, or Variable Optics;
 - Surefire 500A or P2X Fury light or similar weapon-mounted white light;
 - Four 30 round magazines;
 - 120 rounds of duty ammunition (i.e., Speer 64 grain bonded soft point);
 - Sling
 - Vehicle mounted locking rack.

All rifles issued to any member of the Patrol Rifle Program (i.e., Patrol Rifle Team; Entry Team; Marksman/Observer Team) will be secured in their issued Patrol vehicle in a locking rack. The rack will be installed in the passenger compartment if at all possible and not allowed access to any prisoner or other unauthorized persons.
3. No alterations will be made to any issued weapon without the permission of the Firearms instructor. All approved alterations will be completed by PCC or PCSO armorers ONLY.

STORAGE AND MAINTENANCE

1. All issued weapons will be carried in the following configuration:
 - a. Magazine loaded with duty ammunition;
 - b. Chamber empty, either the bolt closed on an empty chamber or a chamber flag inserted into the chamber.
 - c. The weapon will be secured in either one of two ways:
 - Locked into the secure vehicle locking rack in the passenger compartment;
 - Locked into the secure vehicle locking rack in the trunk.
2. When the Ranger is not on duty, the rifle may be kept locked in his/her issued vehicle (locking rack) or removed and stored in the Rangers home and kept in a locked and secure location and must not be accessible to any unauthorized persons (i.e., children).
3. If for any reason the Ranger's assigned vehicle is left unattended and/or not monitored for an extended period of time, for security purposes the Ranger shall either:
 - a. Secure the long gun(s) at their unit's specified location or patrol safe;
 - b. Secure the rifle(s) at home in a safe manner (i.e., gun safe).
4. Weapons issued to a PCC employee shall be maintained by that employee. Weapons will be properly cleaned and lubricated after each training session. All weapons will be inspected by PCC or PCSO armorers yearly to replace worn or non-functioning parts.

DISCHARGING SPECIALIZED WEAPONS

Park Rangers may discharge his/her rifle under the following circumstances:

1. During range practice or competitive sporting events.
2. To destroy an animal that represents a threat to public safety or as a humanitarian measure where the animal is seriously injured.
3. As outlined in the Addendum 4a: Use of Force.
4. Any use of a weapon or discharge, other than recreational use will require immediate notification of the Director/Deputy Director/Parks Manager. A detailed written report will follow the oral notification.
- 5. Warning shots are not permitted.**
6. If a situation arises in which an employee's weapon has been confiscated pertaining to an investigation, Polk County Conservation will make arrangements to have a replacement weapon issued and have the employee qualify with the new weapon as soon as possible.

Polk County Conservation Law Enforcement Policy:

Addendum 5b:

CONDUCTED ELECTRICAL WEAPONS

POLICY

It is the policy of PCC to make available to its employees, in the performance of their duties, non-lethal electronic control weapons to ensure their safety, the safety of the public, and the safe immobilization of hostile suspects when lethal force is not justifiable.

Personnel should always consider the totality of the circumstances when applying these guidelines and, in certain situations, exigent circumstances may outweigh the recommendations of a specific guideline. Conversely, personnel should always be able to articulate the justification for going beyond or deviating from PCC policy or training.

DEFINITION

The Advanced TASER X26, X26P and M26 Conducted Electrical Weapon (CEW) use a replaceable cartridge containing compressed nitrogen to deploy two small probes that are attached to the Advanced TASER X26, X26P and M26 by insulated conductive wires. The Advanced TASER X26, X26P and M26 transmit electrical pulses through the wires and into the body affecting the sensory and motor functions of the peripheral nervous system. The Advanced CEW's are designed to immobilize a suspect by means of an electrical current. The electrical current causes the muscles in the body to involuntarily contract.

The CEW cartridges are designed for use with both the Advanced TASER M26 and the TASER X26 and X26P systems. The standard Advanced TASER cartridge issued to Polk County Conservation personnel will be the 25-foot XP (Extra Penetration) cartridge. This cartridge will be easily identifiable by the green blast doors.

CONDUCTED ELECTRICAL WEAPON USE

1. Only those employees who have satisfactorily completed the Advanced TASER certification course and recertify yearly by means of written exam and practical application may use the Advanced TASER. This covers all three CEWs – the Advanced TASER X26, X26P and M26.
2. A CEW may be used when lethal force does not appear to be justifiable.
3. A CEW should only be used against subjects who are exhibiting active aggression or who are actively resisting in a manner that, in the Ranger's judgment, is likely to result in injuries to themselves or others. CEWs should not be used against non-resistive subjects.

4. When attempts to subdue the suspect by conventional tactics such as verbalization, firm grip control, pain compliance holds, and/or self-defense techniques have been or will likely be ineffective, or there is reasonable expectation that it will be unsafe for Rangers to approach within reach of the suspect.
5. A CEW should not be used indiscriminately or in anticipation against verbal threats of violence or resistance. As with any use of force, the threat must be credible.
6. A CEW should not generally be used against pregnant women, elderly persons, young children, and visibly frail persons. Personnel should evaluate whether the use of the CEW is reasonable, based upon all circumstances, including, but not limited to, the subjects age and physical condition. In some cases, other control techniques may be more appropriate as determined by the subject's threat level to others.
7. Fleeing should not be the sole justification for using a CEW against a subject. Personnel should consider the severity of the offense, the subject's threat level to others, and the risk of serious injury to the subject before deciding to use a CEW on a fleeing subject.
8. Deployment of a CEW should be for one standard cycle (five seconds). Personnel should evaluate the situation to determine if subsequent cycles are necessary. Personnel should consider that exposure to multiple applications and/or cycling time that exceeds 15 seconds in duration, whether consecutive or cumulative, could increase the risk of serious injury. Alternative force options should be considered in these circumstances.
9. A CEW should not be used against subjects in physical control of a vehicle in motion (e.g., cars, trucks, motorcycles, ATV's, bicycles, scooters).
10. A CEW should not be used when a subject is in an elevated position where a fall may cause substantial injury or death.
11. A CEW shall not be used to harass or punish a suspect. It should only be used when justifiable circumstances exist.
12. When feasible, an announcement should be made to other personnel on the scene that a CEW is going to be activated. The term "Taser" should be announced loudly and multiple times to notify those persons in the area.
13. Warning: Do not carry cartridges in your pockets as this could damage the blast doors and the cartridges could discharge by static electricity.

CONDUCTED ELECTRICAL WEAPON POST-USE

The following steps shall be taken following the use of a CEW:

1. Restrain the subject immediately.

2. If the subject begins to exhibit any unusual behavior after the firing cycle has been completed or requests medical attention, contact medical personnel immediately.
3. Any person subjected to a CEW deployment should eventually be screened by medical personnel at the earliest convenience, regardless whether they exhibit unusual behavior. For those subjects who are inmates, they can be screened by Polk County Jail medical personnel. If the person exposed has been arrested, they also can be screened by Polk County Jail medical personnel upon arrival. Otherwise those not brought to Polk County Jail should be screened by medical personnel at an appropriate hospital facility.
4. Personnel may remove the CEW probes as long they are not in sensitive areas to include the face, neck or groin. If a CEW probe is lodged in a sensitive area it should be removed by medical personnel.
5. If personnel are not comfortable removing the probe, medical personnel may be requested to do so.
6. Notify the Director/Deputy Director/Parks Manager of the use of a CEW.
7. Take digital color photographs of the subject, regardless whether or not there are visible effects of the CEW. Note where each probe made contact and if at all possible note the distance between probes.
8. File a Use of Force report detailing the necessity to use the CEW. Make sure to note the CEW serial number along with the cartridge serial number.
9. Within 48 hours of deployment have the CEW's firing data downloaded by a certified CEW technician and attach to the Use of Force Report.
10. Collect the fired cartridge and its components and place in evidence as instructed in training.

TASER INSTRUCTOR RESPONSIBILITIES

The Taser Instructor shall be responsible for the following:

1. Reviewing each deployment of a CEW;
2. Ensure proper repair and replacement of damaged or defective equipment;
3. Forward all reports on all CEW deployments to the Office of Professional Standards (OPS) for preservation and statistical purposes.

RANGER RESPONSIBILITIES

Whenever personnel encounter a situation requiring the use of a CEW, the person deploying the device shall:

1. Deploy the CEW, in accordance with Polk County Conservation policy and procedure.
2. Properly protect the CEW from loss or damage.
3. Once the CEW has disabled the subject, the assisting personnel shall, as quickly as possible, apply approved restraint control devices to the subject.
4. After the CEW is deployed, the Director/Deputy Director/Parks Manager will be notified as soon as reasonably possible.
5. Need to Daily Spark Test as trained.

MUTUAL AID ASSISTANCE WITH THE CEW

PCC may offer mutual aid assistance with the CEW in Polk County and to surrounding law enforcement agencies who have primary jurisdiction and are responsible for the law enforcement services of that area. If deployed, it shall be in compliance with this addendum.

STORAGE AND MAINTENANCE OF THE CEW

1. If a CEW becomes inoperable, the Taser instructor will be notified so a replacement can be obtained and repair made.
2. Each year a certified CEW technician will physically inspect each CEW owned by the Polk County Conservation. At the time of this inspection, all firing data will be downloaded and a time-sync will be conducted.

TRAINING CERTIFICATION

1. CEW Operator Certification
 - a. Personnel must attend and successfully complete the six (6) hour basic CEW operator's course.
 - b. The course shall be taught by certified CEW instructors.
 - c. Personnel must successfully pass the CEW written exam with a minimum passing score of 80 percent.
2. CEW Operator Recertification
 - a. Personnel must successfully complete an annual recertification course in order to maintain their basic certification. The course includes:

Annual instruction on this general order, a signed acknowledgment for the instruction and a written examination with a minimum passing score of 80 percent.

Successfully fire two (2) cartridges once annually.

Polk County Conservation Law Enforcement Policy:

Addendum 5c:

IMPACT WEAPONS

CERTIFICATION

Armament Systems and Procedures (ASP) Baton

1. Rangers must attend an eight hour instructional course taught by a certified ASP instructor.
2. The course shall be taught by certified ASP instructors with the use of ASP equipment. Only ASP equipment will be carried by Rangers. Park Officers may carry any impact weapons they are qualified to carry through their full time department.
3. Rangers must successfully pass the ASP written exam with a minimum score of 80%.
4. Rangers must demonstrate an acceptable rating when demonstrating their proficiency in executing each of the techniques taught in the basic course program.
5. Rangers shall not carry or use impact weapons in the performance of their duties unless they complete the appropriate course(s) and maintain their certifications.

IMPACT WEAPON USE

1. Parameters for Use of Less than Lethal Force:
 - a. Where Deadly Force is not authorized, Rangers should assess the incident in order to determine which Less than Deadly Force technique or weapon will best de-escalate the incident and bring it under control in a safe manner.
 - b. PCC Rangers are authorized to use impact weapons for resolution of incidents.
2. The impact weapon is primarily a defensive weapon and shall be used as such by Rangers who carry it.
3. When used, impact weapons shall be employed in a manner consistent with the training received by the employee, as conducted by certified instructors, and within the Addendum 4a: Use of Force.
4. Rangers shall not brandish the ASP batons or other impact weapons in an intimidating manner unless the Ranger is attempting to prevent further escalation.
5. Reporting Uses of Impact Weapon

a. A written report will be prepared in compliance with Addendum 4a: Use of Force anytime an impact weapon is used against an individual. The use of force reports will be forwarded to the Director/Deputy Director/Parks Manager. No copies will be made.

b. Color photographs will be taken of a subject any time physical force is used to control a subject. Color photographs will be taken even if there is no visible injury. Addendum 4a: Use of Force procedures shall be followed.

6. Injuries Resulting from Use of Force

a. The Ranger shall render appropriate medical aid after the use of force to include, but not limited to:

- Bleeding control
- Shock control
- Rescue breathing
- CPR
- Transporting any person that is injured by a Ranger's use of force to a Urgent Care Center for treatment as soon as reasonably possible
- In life threatening situations; summon emergency medical personnel.

b. Anytime a Ranger's use of force results in serious bodily injury or death, they shall be responsible for notifying the Director, Deputy Director and Parks Manager. The Director or Deputy Director shall then notify the Sheriff, Detective Supervisor, On-call Detective, and Polk County Attorney.

7. As a general rule, and whenever Deadly Force is unnecessary, avoid an opponent's head and neck area entirely.

8. All strikes with an impact weapon should be delivered to the following areas:

a. Primary Targets – Major Muscle Mass

These locations (e.g., forearms, thighs, and calves) should be primary targets because of the low implications of subject injury. Impact weapon strikes to these locations normally create severe muscle cramping which inhibits a subject's ability to continue aggression.

b. Secondary Targets – Joints or Bones

These targets (e.g., elbows, wrists, and knees) have a high probability of creating soft or connective tissue damage or bone fractures when struck with an impact weapon.

c. Deadly Force Targets – Head, Neck, Throat and Clavicle

Impact weapon strikes to these areas should not be used unless the Ranger is justified in using Deadly Force. These striking points have high implications of creating severe injury in the forms of great bodily harm or death.

Polk County Conservation Law Enforcement Policy:

Addendum 5d:

CHEMICAL DETERRENTS

POLICY

PCC seeks to employ the latest, most advanced technical and tactical resources available. PCC recommends Freeze +P or similar 'personal carry' defense chemical deterrent spray.

Freeze +P is a chemical deterrent that has an effect on the respiratory system and causes skin irritation and inflammation of the mucus membranes when sprayed in the face. The effects are short term and give staff an opportunity to control a potentially violent person with minimal physical contact. The use of chemical deterrent sprays should be considered an alternate action. They are not meant to replace any other implement or weapon. This is merely a tool among many to be used up and down the force continuum during a confrontation. This in no way guarantees that the chemical deterrent is 100% effective.

TRAINING

1. All Rangers will attend mandatory training sessions conducted by a qualified chemical deterrent instructor. The training will have both a written and practical proficiency test.
2. Participants must demonstrate minimally acceptable proficiency on both the written and practical testing.

CHEMICAL DETERRENT USE

1. The use of the chemical deterrent is intended to minimize physical contact between a subject and the Ranger, thus reducing injuries to both. The use of the chemical deterrent is not to be used as a form of punishment.

If a situation arises and a Ranger determines that the use of a chemical deterrent is justified, that person may use the chemical deterrent. The Ranger must be prepared to justify his/her actions.

2. The chemical deterrent may be used in defense of the Ranger and/or a third party. Examples of such situations include, but are not limited to:
 - a. The subject makes verbal threats of physical harm towards the Ranger or another person, has the means and opportunity to carry out those threats, and does not respond to verbal direction.

- b. The subject takes a fighting stance. A fighting stance is defined as a stance where the subject braces himself/herself for a physical confrontation, or raises their hands above the waist with or without clenched fists.
- c. The subject refuses to comply with a lawful order and, in the judgment of the Ranger, any level of control above verbal direction would result in a physical confrontation.
- d. The subject has armed him/herself with a less-than-lethal weapon or potentially lethal weapon. (This is not intended to replace the firearm or ASP).
- e. Defending another person to prevent serious injury where the subject has started an assault or is committing an assault against the Ranger or third party.
- f. To prevent the person from causing serious injury to himself/herself.
- g. Where there is imminent danger of assault.
- h. To defend from the attack or possible attack from an animal.

3. Deployment of Chemical Deterrent

Whenever possible the following method of deployment should be used:

- a. Rangers should maintain a distance of two (2) to ten (10) feet between themselves and the subject. Four (4) to six (6) feet is optimal.
- b. The chemical deterrent should not be discharged directly into the eyes of the subject at a distance of less than two (2) feet when preventable.
- c. Multiple bursts of spray lasting one second should be directed at the subject's face targeting the eyes, nose and mouth.
- d. While maintaining a safe distance, the Ranger should attempt to evaluate the effects of each spray. Even though one spray may suffice, a single spray of Freeze +P may not control all subjects. If appropriate, the Ranger should continue delivering short sprays until the aggression ceases, and then the spraying must stop.

4. Prohibited Uses of Chemical Deterrent

- a. Against a subject who is in restraints
- b. Against a person the Ranger/Officer knows to have a respiratory ailment
- c. Spraying into any building ventilation system, except in certain HRT situations
- d. As a practical joke against other staff members
- e. As a means of punishment for a subject

DECONTAMINATION

1. After the subject has been exposed to the chemical deterrent the following steps shall be taken:

- a. The subject is restrained with the appropriate restraints.
- b. The subject is not left alone during the decontamination process.
- c. The Ranger uses calming and reassuring commands to the subject.
- d. Decontamination measures begin immediately, including but not limited to:

Moving the subject out of the contaminated area to a fresh air source, with the contaminated subject facing the moving air.

Flushing the exposed skin and face with cool water.

- e. Once the subject is restrained and decontamination has begun, the subject will be transported to the Polk County Jail. The transporting Ranger will inform jail staff and medical personnel that the subject has been sprayed with Freeze +P.
- f. Hospital transport: If Polk County Jail medical personnel determine the subject should be seen at the hospital for treatment, the subject will be transported to the hospital. If a subject is sprayed with Freeze +P and the subject's symptoms are not consistent with normal exposure, that subject will be taken to the hospital prior to the Polk County Jail.

2. Decontamination of Staff

- a. Rangers should use caution when entering a sprayed area until the spray has dissipated. Wait at least ten (10) seconds before approaching someone who has been sprayed to avoid contamination by residual spray. If a Ranger is exposed to the chemical deterrent, dependent on the extent of the exposure, the following steps will be taken:

Move to fresh air source, preferable fresh moving air.

Changes clothes and shower if necessary.

- b. If a Ranger requests medical treatment after being exposed to Freeze +P that Ranger will be transported to the nearest medical facility as set forth by current policy.
- c. Once medical treatment is required, a Polk County "Work Injury Report" will be completed and sent to Risk Management.
- d. If a Ranger has been contaminated to the point it impairs his/her driving skills, another Officer will transport the prisoner, and the Ranger will be transported to be decontaminated.

DOCUMENTATION

If the chemical deterrent Freeze +P is used, a Use of Force Report will be written. This report will be written by the Ranger who used the chemical deterrent. When the chemical deterrent is used, photos will be taken and submitted with the Use of Force Report.

ADMINISTRATIVE CONTROLS

1. Storage

a. Once the chemical deterrent is issued to a Ranger, it will be the responsibility of the Ranger to safely store the chemical deterrent. Safe storage includes keeping it away from other people and children, and keeping it in a safe condition away from extreme temperatures.

b. The storage of the chemical deterrent in the home should be in a safe place as that of as a firearm. It can become a weapon and should be handled carefully and stored safely.

2. The Freeze +P canister shall be marked with the Ranger's identification number.

3. All usage will be reported, including using it on animals.

4. Replacement canisters will be purchased as necessary.



Date

April 14, 2021

Item No. CONSENT
Roll Call No. 21-0413
Submitted by: Adam Fendrick
Park Planner

AGENDA HEADING:

Approving award of contract identifying the lowest responsible bidder as RW Excavating Solutions, LLC in the amount of \$38,000 plus a 10% contingency for bridge guardrail repair work on the Skunk River Bridge located on the Chichaqua Valley Trail east of Bondurant, Iowa.

INFORMATION:

The guardrail on the Skunk River Bridge was damaged in the 2020 Derecho storm when a large tree fell onto the bridge. Polk County staff worked with WHKS Engineers to develop a plan to repair the guardrail. WHKS prepared sketches of the repair work needed and competitive quotes were solicited to perform the work. Four quotes were received for the project, with RW Excavating being the lowest responsible bidder.

Bid Results:

RW Excavating Solution, LLC	\$ 38,000
Minturn, Inc.	\$ 47,700
JT Services, LLC	\$ 62,000
Peterson Contractors, Inc.	\$ 70,000

FISCAL IMPACT:

<u>Amount:</u>	\$38,000	Contract Amount
	\$ 3,800	10% Contingency
	\$41,800	Not to Exceed Amount

Funding Source: FEMA (Derecho damage)

PREVIOUS BOARD ACTION(S):

Date: NA
Roll Call: NA
Action: NA

RECOMMENDATION:

Approving award of contract identifying the lowest responsible bidder as RW Excavating Solutions, LLC in the amount of \$38,000 plus a 10% contingency for bridge guardrail repair work on the Skunk River Bridge located on the Chichaqua Valley Trail east of Bondurant, Iowa and designating the Director or his designee to sign said agreement.



Date

April 14, 2021

Item No. CONSENT
Roll Call No. 21-0414
Submitted by: Amanda Brown
Conservation Ecologist

AGENDA HEADING:

Approving change order to add additional services (plans and specifications) to the agreement with Stantec Consulting Services Inc. for the Priest Ravine Regeneration in the amount of \$16,232.

INFORMATION:

Polk County Conservation has hired Stantec Consulting Services Inc. to create a remediation plan designed to stabilize the stream channel leaving Oakview Pond and its tributaries, in Yellow Banks Park. This will result in a reduction of sediment entering Yellow Banks Pond and improved habitat. They have completed the initial design plans for all areas. These plans have been reviewed and accepted by staff.

Now that initial plans have been approved, the scope of work, plans, and specifications that will be used by the contractor must be completed. Stantec Consulting Services Inc is proposing a cost of \$16,232 to create a final set of design specification plans. This cost will include final design, cost estimates, and all digital design files (CADD files). Once this is complete, staff envisions using this type of stream remediation and the associated design elements to remediate ravines in other parks managed by Polk County Conservation if the installed project proves effective. Compared to other methods of stream restoration, this technique is less intrusive on the surrounding plant communities and provides a holistic restoration incorporating natural channel functions.

FISCAL IMPACT:

<u>Amount:</u>	Cost to develop initial plan set:	\$48,443
	<u>New charges to complete final design:</u>	<u>\$16,232</u>
	NEW total project cost:	\$64,675

Funding Source: Polk County Water & Land Legacy Bond fund

PREVIOUS BOARD ACTION(S):

Date: October 14, 2020

Roll Call: 20-1006 (4 YEA, 1 Absent)

Action: Approving contract with Stantec for ravine remediation design services in the flowage from Oakview Pond to Yellow Banks Pond in Yellow Banks Park, not to exceed \$36,443.

Date: December 9, 2020

Roll Call: 20-1215A (5 YEA)

Action: Approving change order to add additional services to the agreement with Stantec Consulting Services Inc. for the Priest Ravine Regeneration in the amount of \$12,000.

RECOMMENDATION:

Approving change order to add additional services (plans and specifications) to the agreement with Stantec Consulting Services Inc. for the Priest Ravine Regeneration in the amount of \$16,232 and designating the Director or his designee to sign said change order.



Stantec Consulting Services, Inc.
11153 Aurora Avenue Des Moines, Iowa 50322

April 1, 2021

Attention: Amanda Brown

Polk County Conservation
12130 NW 128th Street
Granger, Iowa 50109
Amanda.Brown@polkcountyiaowa.gov
319.361.7514

Reference: Final Design - Polk County Conservation Priest Ravine Regeneration

Dear Amanda,

Stantec Consulting Services Inc. (Stantec) is pleased to provide a scope of work and not-to-exceed fee estimate to Polk County Conservation (PCC) for the Priest Ravine Regeneration project at Yellow Banks Park. This proposal relates to an earlier contract for Concept Design at Priest Ravine. Stantec will provide professional engineering services to develop final construction documents for approximately 2,000 linear feet of the ravine channel system. The final plan includes engineering and cost estimate services representative of a 100% level of effort plan set.

Introduction

PCC identified approximately 2,000 linear feet of ravine stream channel within the Priest Ravine system at Yellow Banks Park, between Oak View Pond and Yellow Banks Pond, for improvements. The project site is surrounded by Yellow Banks Park and both ponds have been recently improved. The ravine side slopes are quite steep, and the stream channel is incised and actively eroding, particularly in the higher elevations. Ravine soils are well-drained loam and silty clay loam. Ravine vegetation communities include both upland forest and wetland areas.

Stantec developed 30% design documents for ravine channel restoration using natural channel design methods. Specific project goals are as follows:

1. Reduce channel erosion at the project site and improve habitat.
2. Develop 100% construction documents and cost estimate.
3. Minimize construction impact to the surrounding forested areas
4. Enhance habitat and vegetation along the stream at the project site.

A scope of services, schedule, and budget for the current project is provided herein.

Reference: Final Design - Polk County Conservation Priest Ravine Regeneration

Scope of Services

Task 5 Final Construction Documents

Stantec will incorporate comments from the Concept Plans and develop a set of Final Construction Documents. Final Construction Documents will include Plan Sheet Set, written Technical Specifications, Itemized Quantities, and Engineer's Opinion of Probable Construction Cost.

Assumptions:

- One virtual meeting to review 95% Plan Set.
- Plan sheet set will be set up using Stantec CADD standards. The Final Construction Plan Set (11" x 17" sheet size at a standard 1" = 40' engineering scale. The plan set will include plan views illustrating the proposed stream location plan (6 sheets), proposed stream profiles (4 sheets), typical riffle and pool cross-sections, and structure details (5 sheets). At locations where significant excavations or fills will occur, cross-sections will be prepared representing the different channel configurations from site-developed topographic mapping.
- The Engineer may separate the plan and profile views based on the design.
- An opinion of probable construction costs will be prepared. Items such as mobilization/demobilization, surveying, clearing and grubbing, excavation and grading, channel construction, in-stream structures, vegetation, erosion control, and construction oversight will be included. Costs for maintenance and contingency will also be considered. Other than erosion control seeding, all vegetation will be planned and constructed by PCC.
- All construction documents will be sealed by a Professional Engineer licensed in the state of Iowa.
- Digital base mapping and CADD files will be submitted.
- This scope includes addressing one (1) round of comments to the 95% Construction Documents and such comments, if any, will be incorporated into the Final Design Construction Documents. Multiple revisions to the Design or 95% Construction documents may require additional effort be considered an extra service.
- Property Easement exhibits are not included in this scope and property information will be based on available electronic records.
- When applicable, proposed work items will refer to Iowa DOT Standard Specifications (current edition) or federal agency standard specifications such as Army Corps of Engineers and/or NRCS. Stantec will provide additional Technical Specifications and/or notes to address other work items.
- Permitting services are not included in this scope of work.
- Stantec cannot guarantee the issuance of permits by regulatory agencies.

Reference: Final Design - Polk County Conservation Priest Ravine Regeneration

- Permit application fees are the responsibility of the Client.
- Hydrology and Hydraulic (H&H) analysis is limited to available StreamStats (USGS) data and single section analysis at four (4) representative cross section locations, determined by the engineer. Additional hydrologic analysis and/or hydraulic models (HEC-RAS) are not included in this scope of work

Deliverables

- PDF of final construction plan sheet set
- PDF and Excel spreadsheet of itemized proposal with quantities and costs
- CADD files

Schedule

Stantec proposes that the work be completed in two weeks starting the third week in April. Delivery date is 05/7/21. Any changes to accommodate changes to scope of services, etc., may require adjustments to the schedule.

Fee

Stantec proposes to provide the services described herein for the not-to-exceed price of \$16,232. Attachment A details the project tasks and costs.

Thank you for the opportunity to provide this proposal.

Regards,

Stantec Consulting Services, Inc.



Mimi Wagner PLA
Senior Environmental Scientist
Phone: 515-553-9144
Mimi.Wagner@stantec.com



J. George Athanasakes PE
Vice President
Phone: 502-212-5008
George.Athanasakes@stantec.com

Attachments: A: Project Budget

		Staff >							
		Collins	Wagner	Gilman	Just	Shelton			
Hourly Rate >		\$161	\$141	\$151	\$110	\$137	LABOR	Expenses	Total
TASK 5 FINAL CONSTRUCTION DOCUMENTS									
	Plan set 95%	24			60	4	\$ 11,012		\$ 11,012
	Specification / Quantity Takeoff (OPCC) 85%	8					\$ 1,288		\$ 1,288
	QA/QC 95%		2	8			\$ 1,490		\$ 1,490
	100% Construction Documents	8			8	2	\$ 2,442		\$ 2,442
	Phase Subtotal Hours		2	8	68	6	\$ 16,232	\$0	\$ 16,232



Date

April 14, 2021

Item No. ACTION
Roll Call No. 21-0415
Submitted by: Richard Leopold
Director

AGENDA HEADING:

Approving Polk County Conservation's participation in the Central Iowa Water Trails Governance Committee and committing Conservation's portion per the formula within the 28E Agreement establishing said committee – est. \$90,000 annually.

INFORMATION:

Polk County Conservation has been actively engaged in the Central Iowa Water Trails effort. Deputy Director, Doug Romig, has led the Maintenance and Operations Committee and I have led the Environmental Committee. Additionally, we have both been involved in the governance meetings and various aspects to the \$25.0 million federal build grant and downtown Des Moines river projects.

FISCAL IMPACT:

Amount: \$90,000

Funding Source: Excess operational revenue, Fund 6 revenues and/or REAP.

PREVIOUS BOARD ACTION(S):

Date: August 14, 2019

Roll Call: 19-0816 (4 Yea; 1 Absent)

Action: Approving agreement with the University of Iowa to conduct a water quality monitoring study as a part of the metropolitan water trails project.

Date: January 11, 2017

Roll Call: 17-0107 (4 Yea; 1 Vacant)

Action: Approved letter of support to the Metropolitan Planning Organization for their Greater Des Moines Water Trails and Greenways Plan and directed the Board Chair to sign said letter on behalf of the Board.

Date: October 12, 2016

Roll Call: 16-1011 (3 Yea; 2 Absent)

Action: Approved contribution of \$30,000 to the Metropolitan Planning Organization toward an Engineering Study as a part of implementing the Greater Des Moines Water Trails and Greenways Plan.

RECOMMENDATION:

Approving Polk County Conservation's participation in the Central Iowa Water Trails Governance Committee and committing Conservation's portion per the formula within the 28E Agreement establishing said committee and authorizing the Board Chair or his designee to sign the 28E Agreement.

	Date	April 14, 2021
	Item No. Roll Call No. Submitted by:	ACTION 21-0416 Douglas C. Romig Deputy Director

AGENDA HEADING:

Approving Fee for Service Agreement with the Conservation Corps of Iowa in the amount of \$221,200.80 for an adult Conservation Corps crew in 2021.

INFORMATION:

For the past six-years, Polk County Conservation has hosted Conservation Corps crews. The crew(s) of six provide on-site work related to bond projects; clearing, grubbing, invasive species removal, trail clearing, controlled burns, tree removals and plantings, etc. Each crew consists of five members and one crew leader fully equipped, trained and certified.

Staff is recommending that Polk County Conservation continues this relationship for another year to assist staff with removal of invasive species, planting, seed collection, shoreline and stream back remediation, forestry improvements, trail development, etc. The annual cost for a crew in 2021 will not exceed \$221,200.80.

As a part of our arrangement with the Conservation Corps of Iowa, we provide rental housing opportunities (shared housing leases) for Corps members from outside the Polk County area. We utilize a house that was acquired at Yellow Banks Park (Bain Property) and charge \$200.00 per month per bedroom in this four-bedroom home.

Separate from this annual contract, Polk County Conservation may hire additional crews for specific smaller projects at a rate of approximately \$6,600 per week. Projects include completion of derecho clean-up at Jester Park and additional invasive species removals. These short-term assignments are handled under separate contracts for the specific scope of work being requested.

FISCAL IMPACT:

Amount: \$221,200.80

Funding Source: Polk County Water and Land Legacy Bond.

PREVIOUS BOARD ACTION(S):

Date: April 8, 2020

Roll Call: 20-0409 (4 Yea; 1 Vacant)

Action: Approving fee for Service Agreement with the Conservation Corps of Iowa in the amount of \$253,040 for an adult Conservation Corps crew in 2020.

Date: February 13, 2019

Roll Call: 19-0215 (4 Yea / 1 Absent)

Action: Approving Fee for Service Agreement with the Conservation Corps of Iowa in the amount of \$168,000 for an adult Conservation Corps crew in 2019 and authorizing Board Chair to sign same.

Date: January 14, 2018

Roll Call: 18-0208 (3-Yea / 2-Absent)

Action: Approving Fee for Service Agreement with the Conservation Corps of Iowa in the amount of \$281,900 for two adult Conservation Corps crews in 2018 and authorize the Board Chair or his designee to sign same.

RECOMMENDATION:

Approving Fee for Service Agreement with the Conservation Corps of Iowa in the amount of \$221,200.80 for an adult Conservation Corps crew in 2021 and authorizing the Director or Deputy Director to sign project agreements.

FEE-FOR-SERVICE WORK ORDER BETWEEN
Polk County Conservation Board
AND CONSERVATION CORPS MINNESOTA & IOWA
Project Number: 501-15600

This work order, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between CONSERVATION CORPS MINNESOTA & IOWA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as "THE CORPS") and Polk County Conservation Board (hereafter referred to as "PURCHASER").

Description and scope of work for the project: Various conservation, natural resource, civic engagement, and disaster response activities (see attached document titled "Exhibit A - Polk County Conservation Partnership" for a full description).

THE CORPS represents that it is duly qualified and agrees to provide the services described in this contract.

TERM OF CONTRACT

- 1.1 **Effective date:** 03/15/2021, or the date THE CORPS obtains all required signatures, whichever is later.
- 1.2 **Expiration date:** 12/09/2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

DUTIES OF THE CORPS

- 2.1 Complete services as specified in Project Request, which is attached hereto, and shall be a part of this contract.
- 2.2 Enroll and supervise AmeriCorps members in accordance with program guidelines.
- 2.3 Provide basic orientation and training as appropriate for corpsmembers.
- 2.4 Provide consultation and on-site project review to ensure that service is progressing in accordance with this work order and program guidelines.
- 2.5 Provide personnel and payroll administration for corpsmembers.
- 2.6 Provide all necessary transportation of corpsmembers to and from service sites.
- 2.7 Provide basic tools, safety gear, personal supplies and equipment needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 2.8 Provide professional liability and worker's compensation insurance for all corpsmembers.
- 2.9 Track services completed and make this information available to PURCHASER upon request.

DUTIES OF PURCHASER

- 3.1 Provide on-site project specific direction and assistance to the corpsmember(s).
- 3.2 Provide at least one media promotion to the public stating that the services(s) are being performed by THE CORPS. Any publicity regarding the subject matter of this work order must not be released without prior approval from the Corps' Authorized Representative.
- 3.3 Ensure safe working conditions in and around project areas that meet all PURCHASER and federal standards.
- 3.4 Secure all local, county, and federal permits required by law prior to the commencement of work.
- 3.5 Provide corpsmember(s) with training and educational opportunities relevant to the services being performed. This includes an on-site project overview at the outset of the project which outlines project background, goals and overall outcomes expected as a result of the corpsmembers' efforts.
- 3.6 Provide specialized tools, safety gear, personal supplies and equipment that are not available through THE CORPS that are needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 3.7 Assist in the acquisition of camping/lodging accommodations if necessary.
- 3.8 Provide all project materials, supplies and chemicals.

PAYMENT

- 4.1 PURCHASER will pay THE CORPS for services performed by THE CORPS.
- 4.2 PURCHASER's obligation to THE CORPS under this contract is up to a maximum of \$221,200.80, based on the following fee schedule: *\$23.50/member/hour x 1480 hours (36 weeks) x 6 members + 6% COVID-19 surcharge = \$221,200.80. Includes 2-3 trucks, protective equipment, essential tools, liability insurance, and workers compensation insurance.*

- 4.3 THE CORPS may invoice monthly. THE CORPS shall send final invoice to PURCHASER upon service completion.
- 4.4 PURCHASER shall make payment within 30 days of receipt of invoices.

CANCELLATION

- 5.1 This contract may be cancelled by the PURCHASER or THE CORPS at any time, with or without cause, upon 30 days written notice to the other party. In the event of such cancellation, THE CORPS shall be entitled to payment for services performed.
- 5.2 THE CORPS reserves the right to withdraw corpsmembers from PURCHASER for emergency response work including, but not limited to, natural disasters and wildfire response. Reasonable efforts will be made to accommodate the needs of the PURCHASER. PURCHASER has no funding commitment to THE CORPS for services completed while corpsmembers have been withdrawn from PURCHASER for emergency response. PURCHASER shall remain liable for payment for services that THE CORPS provides to PURCHASER.

AUTHORIZED REPRESENTATIVES

- 6.1 THE CORPS's Authorized Representative is DeWitt Boyd, Iowa Program Manager, or his/her successor.
- 6.2 The PURCHASER's Authorized Representative is Doug Romig, Deputy Director, or his/her successor.

AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- 7.1 Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- 7.2 If THE CORPS fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

INDEMNITY & INSURANCE REQUIREMENTS

- 8.1 To the fullest extent permitted by law, PURCHASER will defend, indemnify and hold harmless THE CORPS from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE PURCHASER; THE PURCHASER's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.2 To the fullest extent permitted by law, THE CORPS will defend, indemnify and hold harmless PURCHASER from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE CORP; THE CORPS's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.3 THE CORPS's is not obligated to indemnify and defend PURCHASER or owner for claims due to the sole negligence or willful misconduct of PURCHASER. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
- 8.4 THE PURCHASER's is not obligated to indemnify and defend THE CORPS or owner for claims due to the sole negligence or willful misconduct of THE CORPS. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
- 8.5 Applicable only if Corps staff or corps members will be operating motor vehicles owned, leased or rented by PURCHASER: The PURCHASER must provide to THE CORPS certificates of insurance showing CONSERVATION CORPS MINNESOTA & IOWA as an Additional Insured for Automobile Liability and include a Waiver of Subrogation in favor of THE CORPS.

GOVERNING LAW, JURISDICTION, AND VENUE

- 9.1 Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

DUPLICATION, DISPLACEMENT, SUPPLANTATION

- 10.1 Conservation Corps crews are subject to the provisions of 42 V.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance not result in:
- 10.1.1 Duplication of an activity otherwise available in the locality of the program or would otherwise be performed by an employee as part of the employee's assigned duties.
 - 10.1.2 Displacement of currently employed workers or workers on seasonal layoff or layoff from a substantially equivalent position, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits.
 - 10.1.3 Termination or layoff of employees.
 - 10.1.4 Infringement on the promotional opportunity of an employee or infringement on services performed by an employee as part of the employee's assigned duties.
 - 10.1.5 Supplanting the hiring of employed workers.
 - 10.1.6 Infringement on the assignments of any presently employed worker; an employee who recently resigned or was discharged; an employee who is on leave, on strike, being locked out, subject to a reduction in force, or has recall rights subject to a collective bargaining agreement or applicable personnel procedure.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

PURCHASER:

PURCHASER certifies that the appropriate person(s) have executed this contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title: Polk County Conservation Deputy Director
Date:

CONSERVATION CORPS:

THE CORPS certifies that the appropriate person(s) have executed this contract on behalf of THE CORPS as required by applicable articles, by-laws, resolutions, or ordinances.

By: 
Title: Iowa Program Manager
Date: 3/2/2021

Purchaser Project Manager
Name: Doug Sheeley
Title: Natural Resources Manager
Contact Info: 515-967-2596 (o) 515-490-5152 © doug.sheeley@polkcountyiowa.gov

Conservation Corps Project Manager
Name: DeWitt Boyd
Title: Iowa Program Manager
Contact Info: 515-412-7130 (o) 319-389-1687 (c) Dewitt.boyd@conservationcorps.org



Service Provided By Conservation Corps:

One 6-person crew (1-Crew Leader and 5-Crew Members). Crews will begin training in February and be available for projects beginning March 15th, 2021. The crews last project day will be December 9th, 2021. The crews have the following trainings/certifications: Defensive Driving, NWCG S-130/S-190 w/arduous work capacity test, Chemical Applicator Certification (IA) Forest Pest & Right of Way, chain saw & brush saw training, CPR/1st Aid. The Crew Leaders have additional trainings in Wilderness First Aid, conflict resolution and project management along with past work experience that relates to running a crew.

A crew is equipped with a two ¾ ton trucks, chain saws, brush saws, loppers, hand pruners, shovels, hand sprayers, backpack sprayers, chemical spill kit, Nomex, fire rakes, bladder bags, fencing tools and all PPE required for various work activities. The crew is responsible for taking care of and properly maintaining all Corps equipment and vehicles.

Safety is one of our core values. A COVID-19 surcharge will be applied to monthly invoices to help cover added COVID-19 related safety expenses, such as PPE, additional fleet, and cleaning supplies. This surcharge is an interim measure and will be removed when it deemed unnecessary. The added expense is temporary and only applies to current invoiced work during the pandemic.

Conservation Corps Staff Duties:

- Enroll and supervise AmeriCorps members in accordance with program guidelines.
- Provide basic orientation and training as appropriate for corpsmembers.
- Provide scheduling, consultation, and on-site project review to ensure that service is progressing in accordance with work orders and program guidelines.
- Provide personnel and payroll administration for corpsmembers
- Provide all necessary transportation of corpsmembers to and from service sites.
- Provide basic tools, safety gear, personal supplies and equipment needed by corpsmembers to meet all Project Host and federal safety requirements.
- Provide professional liability and worker's compensation insurance for all corpsmembers.
- Track services completed and make this information available to the project host upon request.

Service Provided by Project Host:

Full term project hosts provide a storage space for the crew equipment and secure parking for all crew member vehicles as well as the Corps trucks. The crews will need access to a bathroom facility at this location along with water and a garbage receptacle.

Duties of Project Host:

- Provide continuous service projects for the full program term from mid-March to mid-December regardless of weather conditions.
- Provide continuous on-site project specific direction and assistance to corpsmembers as needed.
- Ensure safe working conditions in and around project areas that meet all project host and federal standards.

- Provide Conservation Corps Crew with training and educational opportunities relevant to the service being performed. This includes an on-site project overview at the outset of the project which outlines project background, goals and overall outcomes expected as a result of the crew's efforts.
- Provide specialized tools, safety gear, personal supplies and equipment that are not available through the Corps that is needed by corpsmembers to meet all project host and federal safety requirements.
- Provide all project materials, supplies and chemicals.
- Provide back-up service projects in the event of cancellations, weather, or any other unforeseen circumstances.

Work Schedule:

The crews would ideally work Monday-Thursday arriving at their garage/office site at 7:00am and ending the day by 5:30pm. The workday is to include two - 15-minute breaks, a 30-minute lunch and time at the end of the day for the crew to clean and maintain equipment as needed. Crews leave the worksite and travel back to their home garage/office so that they are ready to end the day at 5:30pm. The schedule can be flexed to accommodate weather, prescribed burning, community events and other variables. Each corps member receives 4-paid days off throughout their term of service along with the following holidays: Memorial Day, Independence Day, and Labor Day.

AmeriCorps Component:

Conservation Corps Iowa is a recipient of an AmeriCorps grant issued through the Iowa Commission on Volunteer Service. This grant allows the program to issue all members that complete 1,700 hours of service a \$6,195 education award, allowing them to use the funds toward past qualifying student loans or to continue their education. Being an AmeriCorps recipient also makes corpsmembers eligible for disaster response. If a corpsmember were deployed for a disaster incident, we would try to bring in another crew or not charge for days the crew is not available.

Typical Work Projects:

Vegetation Management:

Exotic species removal
Planting
Seed Collection
Shoreline & stream bank restoration
Rain garden installation
Prescribed burning
Timber Stand Improvement

Erosion Control:

Bio-engineering
Slope stabilization
Cedar tree revetments
Coir blanket/roll installation

Construction & Carpentry

Step & retaining wall const.
Boardwalk/Bridge const.
Trail clearing & maint.
Kiosk const.
Picnic table const.

Volunteer Management:

Civic Engagement Events
Disaster Response/Relief

Payment Schedule:

A monthly billing schedule will be determined. The project host will be invoiced per corpsmember hours worked during the billing period. Conservation Corps Staff will manage the hours dedicated to the Project Host and their Partners.

Polk County Conservation Crew Budget and Schedule			
2021 Polk CCB Single Crew Rate			
# of Project Weeks Scheduled	37		
# of Project Weeks Billed	36		
*Each member receives 4 PTO days therefor the budget is for 37 weeks and not the 38 weeks scheduled			
	Regular Rate	6% COVID Surcharge	COVID Rate
Annual Rate	\$208,680	12,520.80	\$221,200.80
Weekly Rate/Crew	\$5,640	\$338.40	\$5,978.40
Rate/Week/Member	\$940	\$56.40	\$996.40
Rate/Day/Member	\$235	\$14.10	\$249.10
Rate/Hour/Member	\$23.50	\$1.41	\$24.91
Safety is one of our core values. A COVID-19 surcharge will be applied to monthly invoices to help cover added COVID-19 related safety expenses, such as PPE, additional fleet, and cleaning supplies. This surcharge is an interim measure and will be removed when it deemed unnecessary. The added expense is temporary and only applies to current invoiced work during the pandemic. Thank you for your continued support of the Corps.			
	Crew Serving with PCC		
	Crew Serving Elsewhere		
	Crew Not Serving		
	</		

	Date	April 14, 2021
	Item No. Roll Call No. Submitted by:	ACTION 21-0417 Douglas C. Romig Deputy Director

AGENDA HEADING:

Approving Fee for Service Agreement with Baker Electrical, Inc. for the installation of conduit, pulling fiber, and mounting the hardware at the Lauridsen Skatepark for WiFi and live streaming capabilities - \$44,508.20.

INFORMATION:

On March 11, 2020 by Roll Call No. 20-0309, the Conservation Board executed the Management Agreement with the Polk County Board of Supervisors for the Lauridsen Skatepark. The Lauridsen Skatepark is the largest skating facility in the United States and was recently awarded the 2021 Dew Tour. The Dew Tour this year will be the last Olympic qualifying event before the 2021 Tokyo Games.

As the project is nearing completion, Conservation was requested to look at the cost for installing Wi-Fi and live streaming cameras at the skatepark. Bids were issued and the Board approved a series of contracts on their January 13, 2021 meeting. The fiber and system provider provide the fiber to the dmarc location (Wells Fargo Arena) and hardware to manage the system. A separate contract has been created with the on-site electrical contractor, Baker Electric, to bury the conduit, pull the fiber, and mount the cameras on the light poles.

This price quote requested by Polk County Public Works (Construction Manager) on our behalf was submitted on April 12, 2021. The funding for this work will come out of the Skatepark operating fund.

FISCAL IMPACT:

Amount: \$40,462.00 Base Bid
 \$ 4,046.20 10% Contingency
 \$44,508.20 Total cost not to exceed

Funding Source: Polk County Water and Land Legacy Bond.

PREVIOUS BOARD ACTION(S):

Date: January 13, 2021

Roll Call: 21-0109 **(4 Yea; 1 Vacant)**

Action: Approving multiple maintenance/operation agreements for operations of the Lauridsen Skatepark - \$85,340.00 estimate.

Date: March 11, 2020

Roll Call: 20-0309 **(4 Yea / 1 Vacant)**

Action: Ratifying approval of Lauridsen Skatepark Management Agreement between Polk County and the Polk County Conservation Board.

RECOMMENDATION:

Approving Fee for Service Agreement with Baker Electrical, Inc. for the installation of conduit, pulling fiber, and mounting the hardware at the Lauridsen Skatepark for WiFi and live streaming capabilities in an amount not to exceed \$44,508.20 and authorizing the Deputy Director to sign the Agreement.