



BOARD MEETING

March 8, 2023

Polk County Administration Bldg., Room 120

111 Court Ave., Des Moines, IA

5:30 PM – PCC Board Meeting

AGENDA

- 1) **Roll Call**
- 2) **Public Comments**
- 3) **Public Hearing on the award of contract for the Athene North Shore Recreation Area**
- 4) **Financial Reports**
- 5) **Action on the Minutes of the Previous Meeting(s)**

CONSENT AGENDA

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

- 6) **Approving** bill list.
- 7) **Approving** Equestrian Center facility rental fees resulting from the installation of the overhead heaters in the indoor arena.
- 8) **Recommending** to the Board of Supervisors the approval of permanent and temporary construction easements to the City of Pleasant Hill, Iowa for the construction of a storm pipe on land known as Little Four Mile Creek.
- 9) **Approving** matching funds not-to-exceed \$33,300 (in-kind and/or cash) for the Statewide Wildlife Grant-Competitive (SWG-C), for a total project cost not to exceed \$133,300 for restoration of oak woodland and turf conversion at Fort Des Moines Park.
- 10) **Requesting** approval to proceed with the application process for the Iowa Land and Water Conservation Fund grant and sign the resolution in support of obtaining funding for the Ziel Property in Alleman.
- 11) **Awarding** the bid for electric, water, septic system, and construction of the foundation to facilitate the installation of the new bathroom/shower house at the tent camping area at Jester Park in an amount not to exceed \$89,658.25.
- 12) **Approving** the contract with the Iowa Department of Agriculture and Land Stewardship (IDALS) for the Water Quality Initiative Grant for the Lauridsen Skatepark Parking Lot project and committing \$103,500 in matching funds.
- 13) **Approving** the 2022 Polk County Conservation Annual Report.

ACTION ITEMS

- 14) **Approving** the participation of Polk County Conservation in the Army Compatible Use Buffer Program and signing the Cooperative Agreement with the Army National Guard Bureau.
- 15) **Approving** the purchase of 62 acres of land, known as the Harding property, from Phyllis Jones as a part of the Army Compatible Use Buffer program.
- 16) **Approving** Award of Contract for plans, specifications, form of contract documents and engineer's estimate designating the lowest responsible bidder for the Site Grading/Utilities Bid,

Concrete Bid, and General Contractor Bid for the construction of the Athene North Shore Recreation Area at Easter Lake Park.

- 17) Awarding the funding for removal, replacement, and updates to the water and electrical service of Shelters #2 and #6 at Jester Park in an amount not to exceed \$160,097.63.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

18) Land Acquisition

ADJOURNMENT

Upcoming Events

- March 1 – Registration opens for [Equestrian Center summer camps](#)
- March 6 – Registration opens for [Environmental Ed summer camps](#)
- March 7 – [Public Meeting on proposed parking lot for Lauridsen Skatepark at 5:30 – 6:30 pm](#)
- March 8 – PCC Board Meeting at 5:30 pm, Polk County Administrative Building
- March 13-17 – Spring Break camps hosted by Environmental Ed and Equestrian Center teams
- April 12 – PCC Board Meeting at 5:30 pm, Polk County Administrative Building

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

2022-23 Revenue Budget
- as of 02/28/23 (66.67% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	\$ 1,032,000	\$ 986,055	\$ 45,945	95.5%
0213	Equipment	\$ 5,000	\$ 85,473	\$ (80,473)	1709.5%
6006	Environmental Ed	\$ 102,000	\$ 56,131	\$ 45,869	55.0%
6009	Natural Resources	\$ 124,000	\$ 105,974	\$ 18,026	85.5%
6101	Administration	\$ 20,500	\$ 29,137	\$ (8,637)	142.1%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ -	\$ 223,118	\$ (223,118)	0.0%
6110	Parks Advocacy Unit	\$ 722,500	\$ 477,958	\$ 244,542	66.2%
6118	Fleet Services	\$ 20,000	\$ 15,864	\$ 4,136	79.3%
6119	Construction/Maint.	\$ -	\$ 6,050	\$ (6,050)	0.0%
6124	Equestrian Center	\$ 260,000	\$ 137,471	\$ 122,529	52.9%
Sub-Total - General Fund 1		\$ 2,286,000	\$ 2,123,231	\$ 162,769	92.9%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 100,000	\$ 53,673	\$ 46,327	53.7%
6127	Miscellaneous	\$ 1,000	\$ 4,965	\$ (3,965)	496.5%
6128	Cabins	\$ 140,000	\$ 95,215	\$ 44,785	68.0%
6129	Lauridsen Skatepark	\$ 25,000	\$ 11,713	\$ 13,287	46.9%
Sub-Total - General Fund 6		\$ 266,000	\$ 165,566	\$ 100,434	62.2%
REAP - Fund 26					
0211	Resource Enhancement	\$ 111,000	\$ 119,925	\$ (8,925)	108.0%
Reserve - Fund 50					
6126	Mitigation Banking	\$ 1,000,000	\$ -	\$ 1,000,000	0.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 4,075,340	\$ 1,136,040	\$ 2,939,300	27.9%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 350,800	\$ 359,904	\$ (9,104)	102.6%
6126	Sleepy Hollow	\$ -	\$ 6,346	\$ (6,346)	0.0%
Sub-Total - Enterprises Fund 286		\$ 350,800	\$ 366,250	\$ (15,450)	104.4%
Grand Total - Conservation		\$ 8,089,140	\$ 3,911,012	\$ 4,178,128	48.3%

2022 - 2023 Expense Budget
- as of 02/28/23 (66.67% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure	\$ 1,952,808	\$ 904,029	\$ 1,048,779	46.3%
0213	Equipment	\$ 320,000	\$ 249,426	\$ 70,574	77.9%
6006	Environmental Ed	\$ 639,284	\$ 450,397	\$ 188,887	70.5%
6009	Natural Resources	\$ 1,321,100	\$ 791,777	\$ 529,323	59.9%
6101	Administration	\$ 1,323,020	\$ 968,453	\$ 354,567	73.2%
6103	Community Outreach	\$ 206,364	\$ 118,452	\$ 87,912	57.4%
6104	Conservation Grants-FEMA	\$ -	\$ -	\$ -	0.0%
6110	Parks Advocacy Unit	\$ 1,167,528	\$ 905,291	\$ 262,237	77.5%
6118	Fleet Services	\$ 652,723	\$ 485,204	\$ 167,519	74.3%
6119	Construction/Maint.	\$ 855,860	\$ 618,942	\$ 236,918	72.3%
6124	Equestrian Center	\$ 681,463	\$ 498,846	\$ 182,617	73.2%
Sub-Total - General Fund 1		\$ 9,120,150	\$ 5,990,817	\$ 3,129,333	65.7%
6125	JP Lodge	\$ 75,000	\$ 3,974	\$ 71,026	5.3%
6127	Miscellaneous	\$ 24,903	\$ 18,621	\$ 6,282	74.8%
6128	JP Cabins	\$ 89,467	\$ 46,867	\$ 42,600	52.4%
6129	Lauridsen Skatepark	\$ 724,720	\$ 271,824	\$ 452,896	37.5%
Sub-Total - General Fund 6		\$ 914,090	\$ 341,286	\$ 572,804	37.3%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,543,205	\$ 1,006,096	\$ 537,109	65.2%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ -	\$ -	\$ -	0.0%
REAP - Fund 26					
0211	Resource Enhancement	\$ 262,069	\$ 110,720	\$ 151,349	42.2%
Mitigation Banking - Fund 31					
6003	Mitigation Banking	\$ 500,000	\$ -	\$ 500,000	0.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 21,558,237	\$ 10,102,259	\$ 11,455,978	46.9%
Conservation Enterprises - Fund 286		\$ -			
6121	Golf Course	\$ 438,500	\$ 122,137	\$ 316,363	27.9%
6126	Sleepy Hollow	\$ 162,293	\$ 166,864	\$ (4,571)	102.8%
Sub-Total - Enterprises Fund 286		\$ 600,793	\$ 289,001	\$ 311,792	48.1%
Grand Total - Conservation		\$ 34,498,544	\$ 17,840,179	\$ 16,658,365	51.7%

2021 Bond PCWLL EXPENDITURES AS OF :

February 28, 2023

SUB- LEDGER	PROJECT	BALANCE 2012 BOND	May 2022 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C12-6221	JP NATURE CENTER	(\$68,793)	\$ 68,793					\$ -	-
C12-6222	CBG MASTER PLAN		\$ 250,000					\$ -	250,000
C12-6232	YB PARK IMPROVEMENTS	(\$63,256)	\$ 63,256					\$ -	-
C12-6233	TRAIL IMPROVEMENTS ALL AREAS		\$ 350,000		\$ 17,472	\$ 24,735		\$ 42,207	307,793
C19-6323	YB SHOP BUILDING							\$ -	-
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$13,666	\$ 100,000	\$ 22,194	\$ 23,894	\$ 1,278		\$ 47,366	66,300
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$31,595	\$ -			\$ 1,032	\$ (416,144)	\$ (415,112)	446,707
C13-6256	PCWLL PUBLIC AWARENESS		\$ 2,430			\$ 2,430		\$ 2,430	-
C13-6258	NATURAL AREA RESTORATIONS	\$185,859	\$ 1,500,000		\$ 400	\$ 381,436		\$ 381,836	1,304,023
C15-6277	WATER QUALITY	(\$857,705)	\$ 1,500,000	\$ 456,953	\$ 30,034	\$ 103,998	\$ (320,150)	\$ 270,834	371,461
C17-6299	CBG-K KIMBERLY PROPERTY	(\$1,255,237)	\$ 1,087,558			\$ 200	\$ (167,879)	\$ (167,679)	-
C18-6312	MISCELLANEOUS LAND	(\$5,400)			\$ 4,785	\$ 5,600	\$ -	\$ 10,385	(15,785)
C19-6324	4-MILE GREENWAY RESTORATION	(\$6,652)	\$ 17,652			\$ 11,000		\$ 11,000	-
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$99,779	\$ 500,000		\$ 409,560	147,358	\$ (105,000)	\$ 451,918	147,861
C19-6334	CBG LANE PROPERTY	\$28,258						\$ -	28,258
C20-6343	4-MILE/SLEEPY HOLLOW	(\$2,919)	\$ 5,750,000		\$ 30,891	\$ 2,166,048		\$ 2,196,939	3,550,142
C20-6346	JESTER PARK CAMPGROUND IMPROVEMENTS		\$ 1,000,000					\$ -	1,000,000
C20-6348	ARTIFACTS		\$ 54,710			\$ 54,710		\$ 54,710	(0)
C20-6349	COPPER CREEK		\$ 150,000		\$ 1,900	\$ 3,586		\$ 5,486	144,514
C20-6352	HTT TO POLK CITY		\$ 700,000					\$ -	700,000
C20-6353	SPECK PROPERTY		\$ 1,612			\$ 1,612		\$ 1,612	0
C21-6354	TRAILS END MITIGATION BANKING	(\$400,205)	\$ 1,000,000	\$ 2,066,928	\$ 99,508			\$ 2,166,436	(1,566,641)
C22-6355	SUSTAINABILITY	(\$5,995)	\$ 250,000			\$ 48,592		\$ 48,592	195,413
C22-6356	4-MILE/MEEK		\$ 232,884			\$ 232,684		\$ 232,684	200
C22-6357	4-MILE/LOCKARD		\$ 2,260		\$ 380	\$ 1,880		\$ 2,260	-
C23-6358	CBG - BAILEY PROPERTY		\$ 435,529			\$ 465,329	\$ (29,800)	\$ 435,529	(0)
C22-9999	MINOR BOND IMPROVEMENTS		\$ 1,225,290			\$ 220,702	\$ (2,000)	\$ 218,702	1,006,589
	ICON		\$ 1,500,000			\$ 92,496		\$ 92,496	1,407,504
	WATER TRAILS		\$ 1,000,000					\$ -	1,000,000
	CONSTRUCTION MAINTENANCE SHOP		\$ 200,000					\$ -	200,000
	CBG-SKUNK RIVER BRIDGE		\$ 100,000					\$ -	100,000
	LAURISDEN SKATEPARK PARKING LOT		\$ 250,000					\$ -	250,000
	BROADWAY TO NEAL SMITH TRAIL		\$ -					\$ -	-
	PLAYGROUND RENOVATIONS		\$ 400,000						400,000
	PICNIC SHELTER UPGRADES		\$ 250,000						250,000
	PUBLIC ART		\$ 40,000						40,000
	JP BATHROOM RENOVATION-YOUTH CAMP & SHELTER 6		\$ 80,000						80,000
	JP BATHROOM RENOVATION-CAMPGROUND 4		\$ 250,000						250,000
	RETENTION FEE (5%)		\$ 1,400,000					\$ -	1,400,000
	TAXABLE PORTION OF BOND		\$ 3,000,000					\$ -	3,000,000
LAND ACQ	LAND ACQUISITIONS		\$ 3,288,026					\$ -	3,288,026
		(\$2,307,005)	\$ 28,000,000	\$ 2,546,075	\$ 618,823	\$ 3,966,706	\$ (1,040,973)	\$ 6,090,632	19,352,363

APPROPRIATIONS

What is an **appropriation**? An appropriation is money set aside for a specific purpose. Governments appropriate funds in order to delegate cash for the necessities of its operations. This is done in its' budget-making processes. An **expense** is an actual cost incurred in running operations.

Conservation Appropriations are divided into five basic categories:

- **Personal Services**
 - Salaries & Wages
- **Supplies**
 - Repair and Maintenance
 - Minor Equipment and Tools
 - Wildlife/Animal & Exhibit Supplies
 - Recreational and Craft Supplies
 - Publications
 - Radio and Camera Supplies
 - Custodial Supplies
 - Office & IT Supplies
 - Uniforms & Law Enforcement Supplies
 - Medical & Lab Supplies
 - Agricultural & Horticultural Supplies
 - Motor Vehicle Fuel
 - Motor Vehicle Supplies/Parts
- **Services**
 - Repair and Maintenance Services
 - Engineering & Architectural Services
 - Animal/Vet Services
 - Professional/Technical Services
 - Lease/Rentals
 - Dues & Memberships
 - Travel/Training/Education
 - Meetings
 - Bank Charges/Credit Card Fees
 - Internet/Telephone/Cell Phones
 - Program and Event Expense-Youth Corp & Volunteers, Firewood, Glow Wild
 - Custodial Services
 - Utilities and Trash Removal
 - Extermination Services
- **General Supplemental**
 - Employee Insurance
 - IPERS
 - FICA
 - Flexible Benefits
- **Other Services & Charges**
 - Land Acquisitions
 - Infrastructure
 - Conservation Equipment

February 8, 2023
Polk County Administration Bldg., Room 120
111 Court Ave., Des Moines, IA
5:30 PM – PCC Board Meeting

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in person for regular session Wednesday, February 8, 2023. The meeting was called to order at 5:30 p.m.

- #23-0201 **Roll Call**
Members Present: **Lewis, Crane, Altringer, Cataldo (Zoom)**
Members Absent: **Mollenhauer**
- #23-0202 **Public Comments**
- #23-0203 **Fred & Carol Lockard Land Donation Presentation**
- #23-0204 **Financial Reports**
- #23-0205 **MOVED BY Crane** to approve the January 11, 2023 meeting minutes with correction made to Item 13-0109 (record of Lewis vote).
SECONDED BY Lewis
Vote Yea: **Lewis, Crane, Altringer, Cataldo**
Members Absent: **Mollenhauer**

CONSENT AGENDA

- #23-0206 **Approving** bill list.
- #23-0207 **Awarding** the contract to Ames Goats on the Go, LLC for goat grazing services at Easter Lake with contract amount of \$76,869.00, plus a 10% contingency.
- #23-0208 **Approving** the funding level for the Trails End Mitigation Bank Long-term Maintenance Fund allocation at 10% of credit sale revenue.

LET THE RECORD SHOW it was moved by **Crane** to approve the consent agenda.

SECONDED BY Lewis

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

ACTION ITEMS

- #23-0209 **Approving** the purchase of 48.56 acres of land known as the Bailey Property, from Iowa Natural Heritage Foundation within the Chichaqua Bottoms Greenbelt.

LET THE RECORD SHOW it was moved by Crane to approve Action Item 23-0209.

SECONDED BY Lewis

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

Members Absent: **Mollenhauer**

#23-0210 **Approving** the sale of 0.64 acres of Polk County Conservation Board land to the Iowa Department of Transportation.

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 23-0210.

SECONDED BY Crane

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

Members Absent: **Mollenhauer**

#23-0211 **Approving** Vehicle and Equipment Replacement program for FY23/24 and authorizing staff to acquire said vehicles and equipment upon Board of Supervisors FY23/24 budget approval and reallocating any proceeds from sales to support equipment needs.

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 23-0211.

SECONDED BY Crane

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

Members Absent: **Mollenhauer**

BOARD DISCUSSION

Director Remarks –

ICON ART Piece – determined that it will be located by the Lauridsen Skatepark in the new parking area – this places the piece out of the floodplain and in a highly visible location.

Raccoon River Boat/Canoe/Paddling access – located in area owned by City of West Des Moines but affects their overall master plan – we are willing to pay up to \$25,000 to assist with master plan development – we get access, land, and possibly more use areas such as picnic or campground areas.

Easter Lake North Shore Project – Rich/Kami have been meeting with Shive Hattery and captured \$2,000,000 in cost savings. Bids due March 1st so will be presented to the PCC Board at the March meeting.

Funds have been secured for the ELNS Coordinator position. The job description has been posted and applications are being accepted. PCC is partnering with GOF and they will oversee the three year position – position will be housed within GOF but overseen by PCC leadership. Future goal is to raise funds to sustain the position past the three year mark.

PCC's budget hearing was with downtown finance this morning. Most things are looking good but there are a few things undetermined. The Trails Coordinator role is undetermined. The Polk County Board of Supervisors has a desire to have more oversight over PCC's FTE needs in the future. Rich/Kami have been negotiating with the BOS on predicting FTE needs going forward.

Lewis – there is going to be a lot of different groups utilizing our facilities and as we grow we need a Trails Coordinator to support everything the existing staff is already doing within the community.

Rich/Kami are meeting with the BOS on Thursday, 2-9-23, to petition for 100% funding of this role.
Rich will provide an update in next few days after the meeting occurs.

On a different note, Chairperson Altringer and Director Leopold have been in discussions regarding Contingency planning and have agreed upon a contingency of 10% on everything and/or anything over \$25,000 goes to the PCC Board for approval. PCC will be working with the Polk County procurement officer and will revise the existing procurement policy in the next revision of the Admin Manual.

Board & Chair Remarks -

Community Involvement Appointments – per Chairperson Altringer, 2-8-23:

Jim Cataldo – Golf
Pam Mollenhauer – Arts
Ryan Crane – ICCS
Greg Lewis – Citizen’s Advisory Committee
Jill Altringer - GOF

CLOSED SESSION

#23-0212 **MOVED BY Lewis** 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.
SECONDED BY Crane

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

Closed Session Roll Call: Katie Stoklasa, Rich Leopold, Kami Rankin, Cassie Cook, Doug Sheeley, Greg Lewis, Jill Altringer, Jim Cataldo, Natalie McFarlane, Ryan Crane, Kate Clark

Action on closed session:

MOVED BY Lewis to return to open session. **SECONDED BY ____N/A____**.
Vote Yea: **Mollenhauer, Altringer, Lewis, Crane, Cataldo (Unanimous Aye)**
Members Absent:

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD AND WITH NO OBJECTIONS,
THIS MEETING IS ADJOURNED.** Meeting adjourned at **7:26 PM** .



Date

March 8, 2023

Item No.

CONSENT

Roll Call No.

23-0307

Submitted by:

Claudia Starr

Equestrian Center Manager

AGENDA HEADING:

Approving Equestrian Center facility rental fees resulting from the installation of the overhead heaters in the indoor arena.

INFORMATION:

Two overhead heaters have been installed in the Equestrian Center indoor arena that will now allow facility renters to have a portion of the arena heated for events. After reviewing surrounding area indoor arena facilities, staff recommends the addition and adjustment of the following facility fees:

Facility	Current Fee	Proposed Fee
Indoor Arena Complex + Outdoor Arena Rental (Indoor Arena + Conference Room + Kitchen + Patio + Outdoor Arena + Shelter + Fire Ring) - Full Day	New Facility Option	\$900.00
Entire Facility, Both Arena Complexes (Conference Room + Kitchen + Indoor Patio + Outdoor Shelter + Trail Head + Catch Pen) - Full Day	New Facility Option	\$1,650.00
Indoor Arena Complex (Arena + Conference Room + Kitchen + Patio) Rental - Full Day	\$650.00	\$700.00
Open Arena Ride - Week Day	New Facility Option	\$15/horse/2 hours \$150 minimum
Open Arena Ride – Weekend Day	New Facility Option	\$15/horse/2 hours \$150 minimum
Conference Room – Full Day	Currently only offer half day	\$80.00
Outdoor Shelter Rental – Half Day	\$20.00	\$25.00
Outdoor Shelter Rental – Full Day	\$80.00	\$40.00

FISCAL IMPACT:

Amount: N/A

Funding Source: N/A

PREVIOUS BOARD ACTION(S):

Date: 12/8/2021

Roll Call: 21-1209 **(4 Yea; 1 Absent)**

Action: Approving rental and fee adjustments for the Jester Park and Thomas Mitchell cabins, electric, non-electric and full hookup campsites, and Jester Park Equestrian Center, effective January 3, 2022.

Date: 1/8/2020

Roll Call: 20-0113 **(4 Yea; 1 Vacant)**

Action: Approving fee adjustments for various elements within the Jester Park Equestrian Center.

Date: 12/12/2018

Roll Call: 18-1206 **(5 Yea)**

Action: Approving proposed fees for cabins, Jester Park Golf Course, Equestrian Center, Jester Park Lodge, and Jester Park Nature Center as modified; all fees becoming effective on January 1, 2019 with the exception of the Equestrian Center (July 1, 2019) and Lodge (upon completion of capital improvements, excluding weekday rate).

RECOMMENDATION:

Approving Equestrian Center facility rental fees resulting from the installation of the overhead heaters in the indoor arena.

2023 Jester Park Equestrian Center Facility Fees

Item	Current	Proposed
Stall Rental, per stall/per day	\$20.00	
Stall Rental, whole barn (32 stalls)	\$600.00	
Bedding (per bag)	\$8.00	
Indoor Arena Complex + Outdoor Arena Rental (Indoor Arena + Conference Room + Kitchen + Patio + Outdoor Arena + Shelter + Fire Ring) - Full Day		\$900.00
Entire Facility, Both Arena Complexes (Conference Room + Kitchen + Indoor Patio + Outdoor Shelter + Trail Head + Catch Pen) - Full Day		\$1,650.00
Indoor Arena Complex (Arena + Conference Room + Kitchen + Patio) Rental - Full Day	\$650.00	\$700.00
Open Arena Ride - Week Day		\$15/horse/2 hours \$75 minimum
Open Arena Ride - Weekend Day		\$15/horse/2 hours \$150 minimum
Outside Arena Rental - Full Day	\$300.00	
Conference Room Rental - Full Day		\$80.00
Conference Room Rental - Half Day	\$40.00	
Kitchen Rental - Full Day	\$50.00	
Outdoor Shelter Rental - Half Day	\$20.00	\$25.00
Outdoor Shelter Rental Full day	\$80.00	\$50.00

*Indoor arena price changes are based on the newly installed over-head heaters that will now heat a portion of the arena complex.

	Date	March 8, 2023
	Item No. Roll Call No. Submitted by:	CONSENT 23-0308 Adam Fendrick Park Planner

AGENDA HEADING:

Recommending to the Polk County Board of Supervisors the approval of permanent and temporary construction easements to the City of Pleasant Hill, Iowa for the construction of a storm pipe on land known as Little Four Mile Creek.

INFORMATION:

The City of Pleasant Hill has a project plan to improve drainage issues. The project proposes extending a storm sewer pipe into Little Fourmile Creek that will reduce erosion that is occurring on the existing pipe outfall. Conservation does not see any issues with approving this request, as it will likely reduce sedimentation into the creek and improve water quality. This request will not interfere with park use or intent.

FISCAL IMPACT:

Amount: N/A

Funding Source: N/A

PREVIOUS BOARD ACTION(S):

Date: NA
Roll Call: NA
Action: NA

RECOMMENDATION:

Recommending to the Polk County Board of Supervisors the approval of permanent and temporary construction easements to the City of Pleasant Hill, Iowa for the construction of a storm pipe on land known as Little Four Mile Creek and directing staff to request approval from the Polk County Board of Supervisors.

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Polk County, Iowa, an Iowa municipal corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Pleasant Hill, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

A PART OF PARCEL "E" AS RECORDED IN BOOK 8334, PAGE 2 OF THE POLK COUNTY RECORDER'S OFFICE ALSO BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF PLEASANT HILL, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE SOUTH 0°11'15" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 645.01 FEET; THENCE SOUTH 89°48'45" WEST, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 56TH STREET AND TO THE POINT OF BEGINNING; THENCE NORTH 41°17'23" WEST, 99.73 FEET; THENCE NORTH 73°43'53" WEST, 50.31 FEET; THENCE NORTH 16°16'07" EAST, 20.00 FEET; THENCE SOUTH 73°43'53" EAST, 56.13 FEET; THENCE SOUTH 41°17'23" EAST, 82.62 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 0°11'15" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 30.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (2,888 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

That the above-described easement is granted unto the City of Pleasant Hill, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Storm Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its successors, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its successors, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its successors, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's successors, assigns and transferees.
8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

The Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that the Grantor has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this ____ day of _____, 2023.

GRANTOR:
POLK COUNTY, IOWA

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly (sworn or affirmed) did say that he/she is the _____ of said entity, that said instrument was signed on behalf of the said entity by authority of its officers; and, that said _____, as such _____, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Dena Spooner, City Clerk of the City of Pleasant Hill, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 2023, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2023.

City Clerk of the City of Pleasant Hill, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:

ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com

SERVICE PROVIDED BY:

SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:

PARCEL "E"

SEC. 34-79-23

REQUESTED BY:

CITY OF PLEASANT HILL

EASEMENT PLAT

STORM EASEMENT DESCRIPTION

A PART OF PARCEL "E" AS RECORDED IN BOOK 8334, PAGE 2 OF THE POLK COUNTY RECORDER'S OFFICE ALSO BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF PLEASANT HILL, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

01/27/2023

OWNER

POLK COUNTY CONSERVATION BOARD
11407 NW JESTER PARK DR
GRANGER, IA 50109-9675

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M. IS ASSUMED TO BEAR SOUTH 0°11'15" EAST FOR THE PURPOSE OF THIS SURVEY.

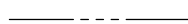
LEGEND

FEATURES

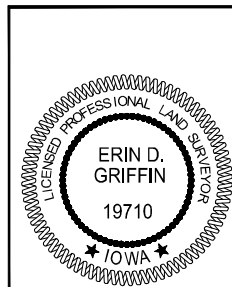
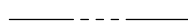
Section Corner
1/2" Rebar, Cap # 19710
w/Yellow Plastic Cap
(Unless Otherwise Noted)

ROW Marker
ROW Rail
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND



SET



I hereby certify that this land surveying document was prepared and was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS Date

License Number 19710

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

Sheets 1 and 2, of 2

PT. PARCEL "E"

EASEMENT PLAT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

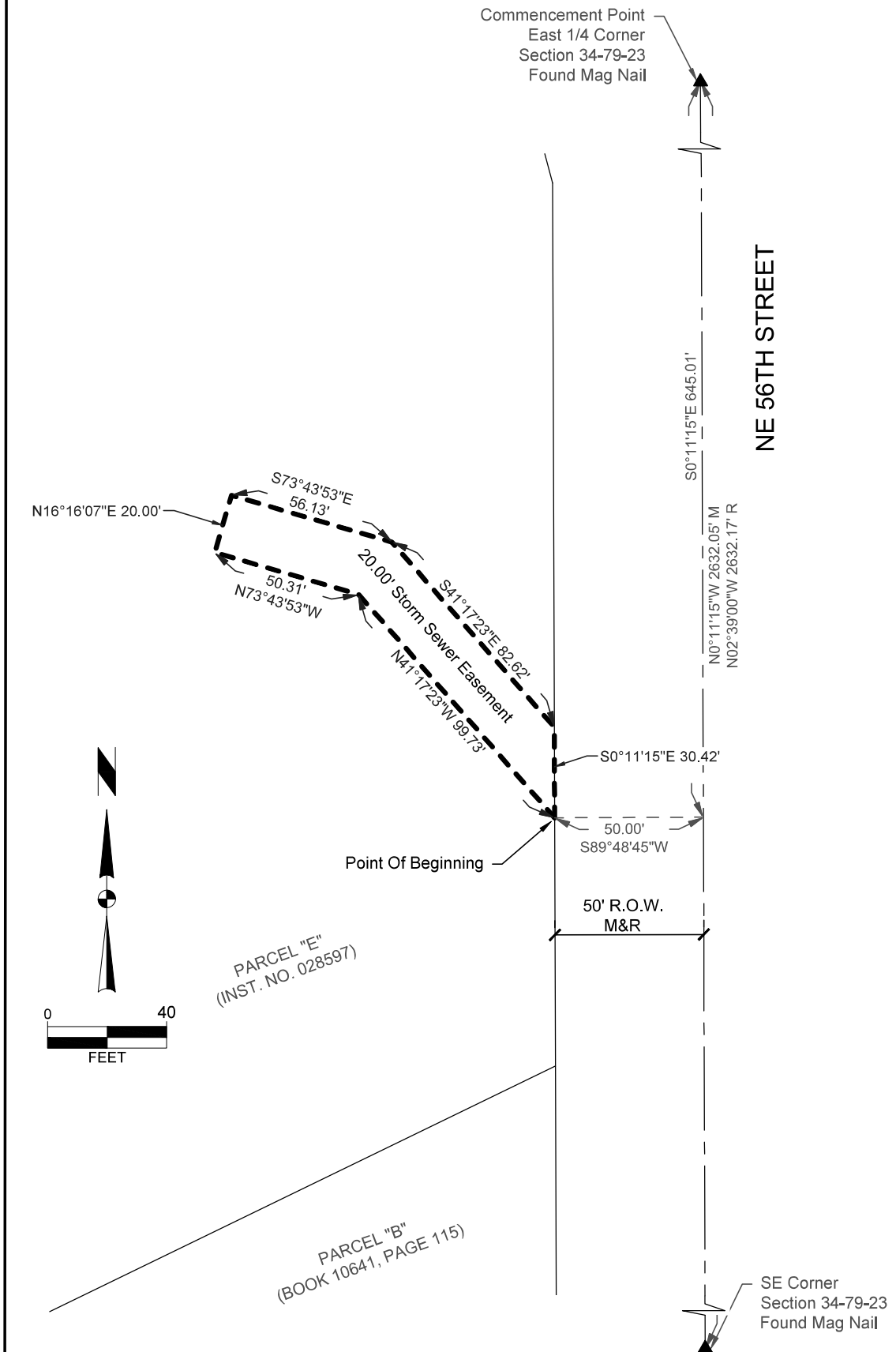
PN: 122.0682.01

T-R-S:79N-23W-34

DATE: 01/30/2023

PM/TECH: EDG/AJD

EASEMENT PLAT



PT. PARCEL "E" EASEMENT PLAT 	SHEET 2 OF 2
	PN: 122.0682.01
	T-R-S:79N-23W-34
	DATE: 01/30/2023
2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 964-2020	PM/TECH: EDG/AJD

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**TEMPORARY EASEMENT FOR CONSTRUCTION AND
CONSTRUCTION-RELATED ACTIVITIES**

The undersigned, Polk County, Iowa, an Iowa municipal corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Pleasant Hill, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a temporary easement under, through, and across the following described real estate:

A PART OF PARCEL "E" AS RECORDED IN BOOK 8334, PAGE 2 OF THE POLK COUNTY RECORDER'S OFFICE ALSO BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF PLEASANT HILL, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE SOUTH 0°11'15" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 654.59 FEET; THENCE SOUTH 89°48'45" WEST, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 56TH STREET AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'52" WEST, 125.88 FEET; THENCE NORTH 0°11'08" WEST, 140.00 FEET; THENCE NORTH 89°48'57" EAST, 125.87 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 0°11'15" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 100.00 FEET; THENCE NORTH 41°17'23" WEST, 82.62 FEET; THENCE NORTH 73°43'53" WEST, 56.13 FEET; THENCE SOUTH 16°16'07" WEST, 20.00 FEET; THENCE SOUTH 73°43'53" EAST, 50.31 FEET; THENCE SOUTH 41°17'23" EAST, 99.73 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 0°11'15" EAST ALONG

SAID WEST RIGHT-OF-WAY LINE, 9.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.34 ACRES (14,735 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Which property is also described and depicted on the plat attached hereto as "Exhibit A" (hereinafter referred to as the "Temporary Easement Area") Said Easement allows the City, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Temporary Easement Area for the purpose of any and all construction-related activities, including but not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Temporary Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Temporary Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this project, the City shall restore the Temporary Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the City and/or permitted parties during the course of construction, except that the following items shall not be restored by the City or permitted parties but are instead compensated for the consideration paid for in this Easement by the City as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the City of Pleasant Hill and shall be subject to the following terms and conditions to which the City, upon acceptance of this instrument by the City, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Temporary Easement Area described shall be in effect beginning on the date that the Grantee awards the contract for the project until the earlier of two (2) years from the awarding of the contract or acceptance of this project by the City. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. **GRANTOR'S REPRESENTATION AS TO TENANTS.** The Grantor states and warrants that there are no tenants on the Property. Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify City against any such claims as a result of this project, unless the claim is due to City's gross negligence.
3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the City and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described project has been completed.
4. **SPECIAL PROVISIONS.** NONE

Signed this _____ day of _____, 2023.

GRANTOR:
POLK COUNTY, IOWA

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly (sworn or affirmed) did say that he/she is the _____ of said entity, that said instrument was signed on behalf of the said entity by authority of its officers; and, that said _____, as such _____, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Dena Spooner, City Clerk of the City of Pleasant Hill, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 2023, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2023.

City Clerk of the City of Pleasant Hill, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:

ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com

SERVICE PROVIDED BY:

SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:

PARCEL "E"
SEC. 34-79-23

REQUESTED BY:

CITY OF PLEASANT HILL

EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

01/27/2023

OWNER

POLK COUNTY CONSERVATION BOARD
11407 NW JESTER PARK DR
GRANGER, IA 50109-9675

BASIS OF BEARING

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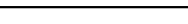
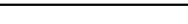
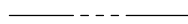
LEGEND

FEATURES

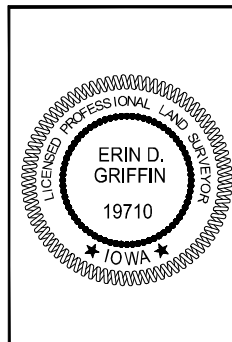
Section Corner
1/2" Rebar, Cap # 19710
w/Yellow Plastic Cap
(Unless Otherwise Noted)

ROW Marker
ROW Rail
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND



SET



I hereby certify that this land surveying document was prepared and was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS Date

License Number 19710

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

Sheets 1 and 2, of 2

PT. PARCEL "E"

EASEMENT PLAT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

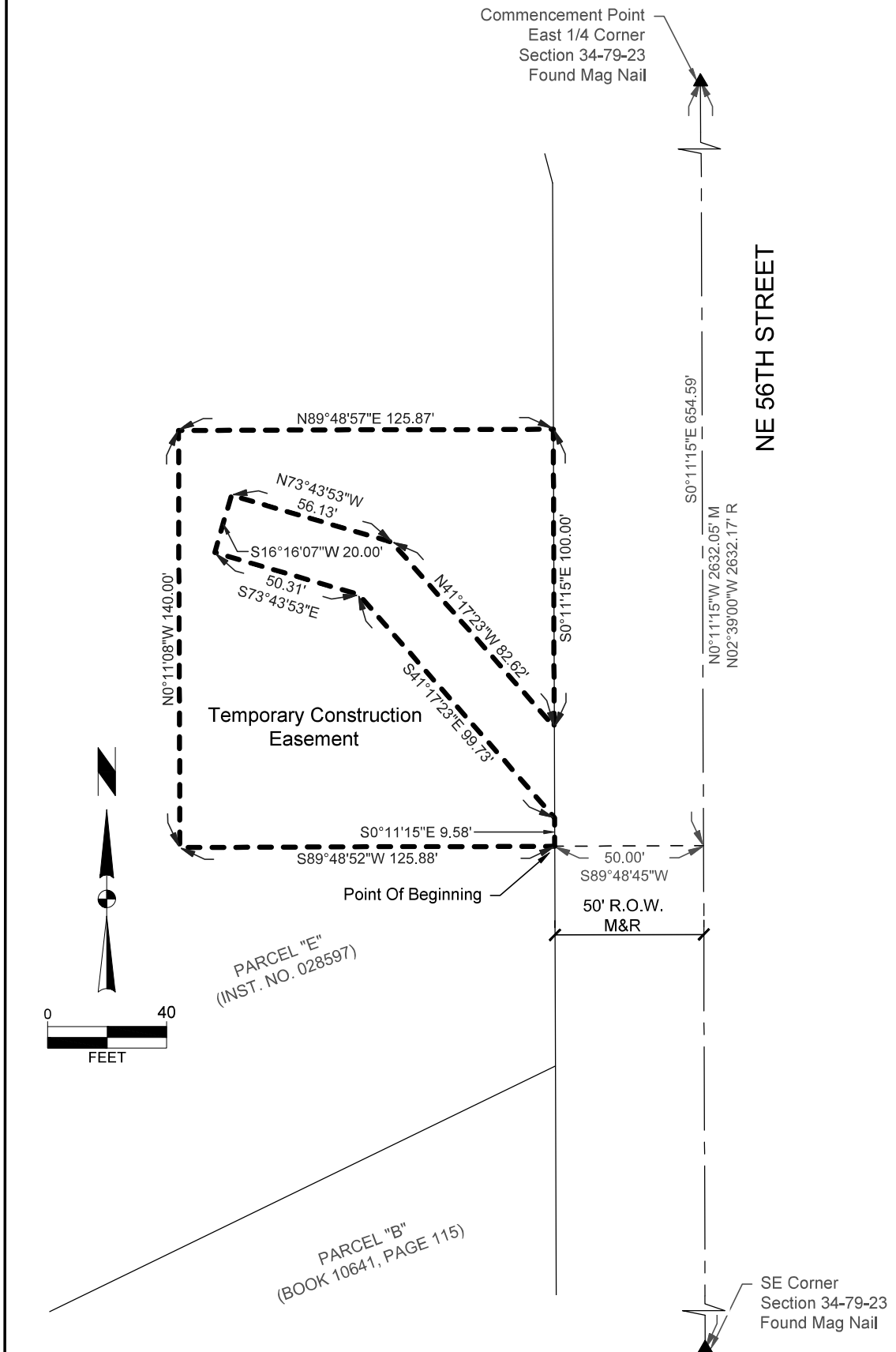
PN: 122.0682.01

T-R-S:79N-23W-34

DATE: 01/30/2023

PM/TECH: EDG/AJD

EASEMENT PLAT



PT. PARCEL "E"
EASEMENT PLAT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2
PN: 122.0682.01
T-R-S: 79N-23W-34
DATE: 01/30/2023
PM/TECH: EDG/AJD

**Date**

March 8, 2023

Item No.**CONSENT****Roll Call No.****23-0309****Submitted by:****Doug Sheeley****Natural Resources Manager****AGENDA HEADING:**

Approving matching funds not-to-exceed \$33,300 (in-kind and/or cash) for the Statewide Wildlife Grant-Competitive (SWG-C), for a total project cost not to exceed \$133,300 for restoration of oak woodland and turf conversion at Fort Des Moines Park.

INFORMATION:

The Iowa Department of Natural Resources (IA DNR) has requested that Polk County Conservation (PCC) submit a project proposal for the 2023 SWG-C grant cycle. The focus of this grant is wildlife habitat work and outreach for Species of Greatest Conservation Need (SGCN) in urban & suburban areas of rapidly growing counties in central Iowa.

PCC has put together a proposal (see map below) and provided a Letter of Intent (see below) to the IA DNR, indicating their desire to utilize grant funding for restoration work on the east side of Fort Des Moines Park. Proposed activities include restoration of oak woodland (forestry mowing of invasive shrubs & trees, chemical control of resprouting invasive shrubs, Timber Stand Improvement, replanting of native trees & shrubs, woodland wildflower enhancement) and conversion of mowed turf to prairie. The grant proposal timeline did not allow for outreach/neighbor communication elements to be included in the proposed budget or Letter of Intent. If selected to submit a full application, we will add these elements if grant rules and staff availability allow. Nest box structures for select bat species may also be included in the grant ask.

The SWG-C is a nationwide grant program administered by the US Fish and Wildlife Service. Grants will be awarded in the summer of 2023 and funds will be available in January of 2024. Funding would need to be expended by December 2026. Matching funds can be in-kind or cash. Cash match would come from the Bond-Natural Resources.

FISCAL IMPACT:

Reimbursable project costs	\$100,000
PCC match (in-kind or cash)	<u>33,300</u>
TOTAL	\$133,300

FUNDING SOURCE: Polk County Water and Land Legacy Bond (Natural Resources)

PREVIOUS BOARD ACTION(S): None

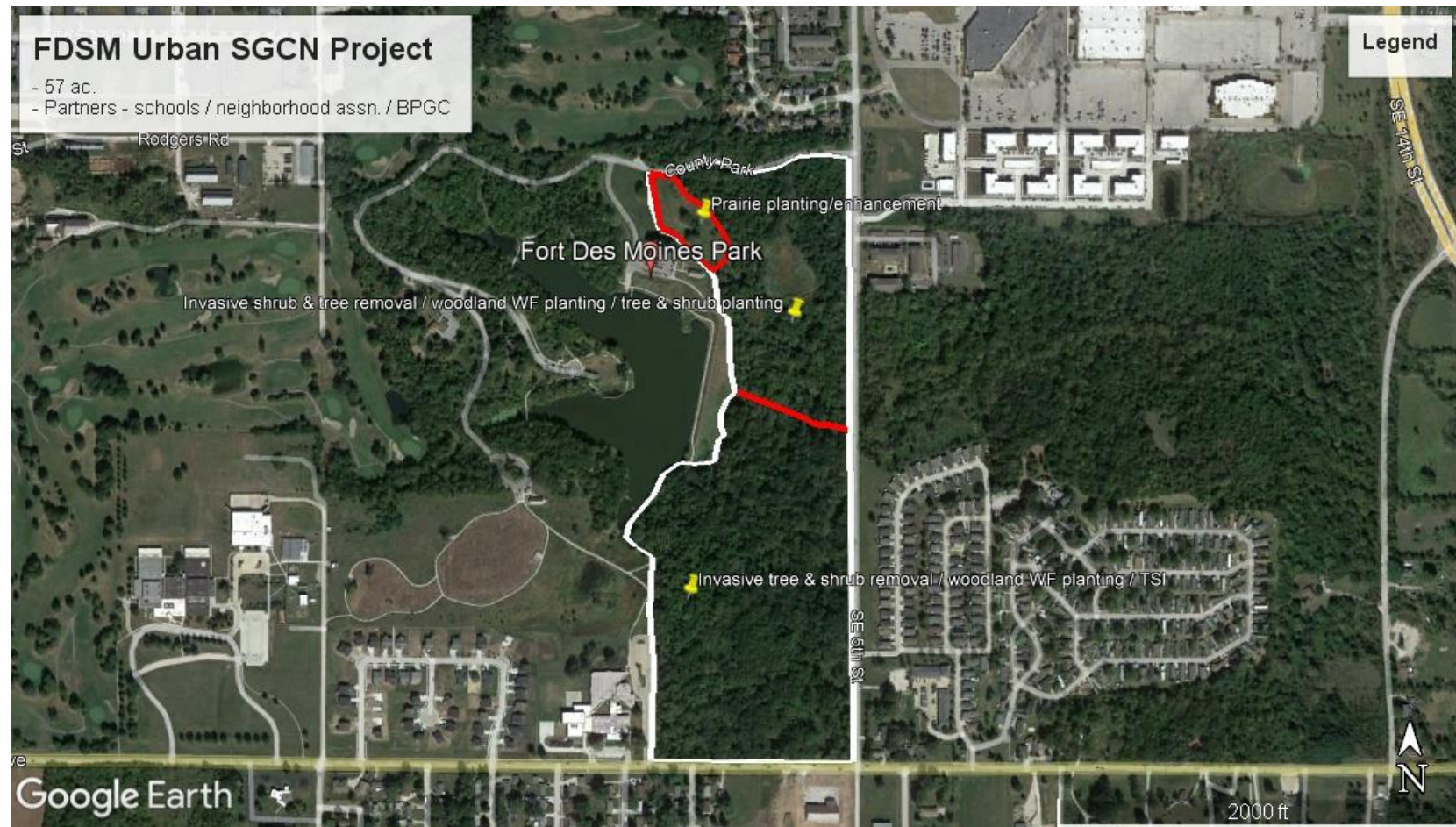
RECOMMENDATION:

Approving matching funds not-to-exceed \$33,300 (in-kind and/or cash) for the Statewide Wildlife Grant-Competitive (SWG-C), for a total project cost not to exceed \$133,300 for restoration of oak woodland and turf conversion at Fort Des Moines Park and authorizing Director or Deputy Director to sign grant award and waiving the Board's purchasing approval subject to the PCC Procurement Policy.

FDSM Urban SGCN Project

- 57 ac.
- Partners - schools / neighborhood assn. / BPGC

Legend





Leading You Outdoors

www.leadingyououtdoors.org | info@polkcountyia.gov

12130 NW 128th Street | Granger, IA 50709 | Phone: (515) 323-3300 | Fax: (515) 323-3354

Karen Kinkead
Wildlife Bureau
Iowa Department of Natural Resources

February 7, 2023

Dear Ms. Kinkead,

The Polk County Conservation Board (PCC) is fully supportive of the State Wildlife Grant – Competitive Project titled: Conservation Strategies and Actions to Support Urban Species of Greatest Conservation Need, 2024-2026 with projects to be completed in Iowa.

Fort Des Moines Park, in southern Polk County, is an urban woodland in need of restoration efforts. Habitat degradation due to invasive plant species, tree loss from the 2020 derecho and emerald ash borer infestation, and a need for additional pollinator habitat has spurred PCC staff into creating a restoration plan for the eastern portion of the park.

This restoration plan includes removal of invasive understory shrubs from over 60 acres of woodlands, as well as a timber stand improvement and tree planting to increase the health and diversity of the woodland. Fostering a healthy woodland will help any potential SGCN bat species (and others) that may inhabit this area. The plan also includes prairie plantings specific for pollinators of greatest conservation need such as the Monarch butterfly and Regal Fritillary.

Restoration plans currently show that PCC could utilize ~\$100,000 in SWGC funds on SGCB habitat projects and would match these with ~\$34,050 (25%) through either in-kind employee labor or PCC funds used for the purchase of supplies or contract labor. This restoration plan has the potential to benefit a variety of wildlife species, and provide a special place for visitors to connect with nature.

Thank you for your consideration of this important project.

Sincerely,

Kami Rankin
Deputy Director, Polk County Conservation Board

	Date	March 8, 2023
	Item No. Roll Call No. Submitted by:	CONSENT 23-0310 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Requesting approval to proceed with the application process for the Iowa Land and Water Conservation Fund grant and sign the resolution in support of obtaining funding for the Ziel Property in Alleman, IA.

INFORMATION:

Polk County Conservation (PCC) personnel would like to apply for the Land and Water Conservation Fund (LWCF) Grant to help fund the acquisition of the Ziel property within the city of Alleman, IA. This 42.03-acre parcel sits along Fourmile Creek, with the majority of the land currently being used for pasture. It is considered a high-priority area for acquisition due to its ability to create a PCC footprint in an area that we currently do not serve, enhance water quality, and provide additional high-quality habitat for wildlife and recreational users alike.

Polk County Conservation plans to restore the pasture land into native prairie and provide some park amenities for community members to utilize. The pasture will be converted to a high-diversity prairie in order to provide enhanced habitat for wildlife. A large part of the restoration of this parcel will involve Fourmile Creek; stabilizing the banks and slowing water during storm events will be high priority action items. Park plans for public users include a gravel walking trail loop, a small parking lot and picnic shelter, and creek access points. The creation of two foot bridges over Fourmile Creek will facilitate users to utilize the majority of this property. The proximity of this parcel to North Polk Schools will mean Alleman's youth will have a high quality park to spend time in and connect to the outdoors.

PCC has a Purchase Agreement signed with the Ziels and plans to close on this property in May. The LWCF grant provides support for 50% of acquisition costs. As part of the grant specifications, a resolution must be approved by the Conservation Board. This resolution has been drafted and has been included in the Board packet.

FISCAL IMPACT:

<u>Amount:</u>	Total Acquisition Cost	\$368,281.57
<u>Proposed Funding Source:</u>	LWCF Grant (PCC ask)	\$184,140.78
	2022 Bond	\$184,140.79

PREVIOUS BOARD ACTION(S):

Date: January 11, 2023

Roll Call: #23-0114 **(Yea-5, Absent-0)**

Action: Approving the Purchase Agreement with Eric and Carol Ziel to purchase 42.03 acres of property near Alleman, Iowa, for an amount of \$368,281.57, plus closing costs.

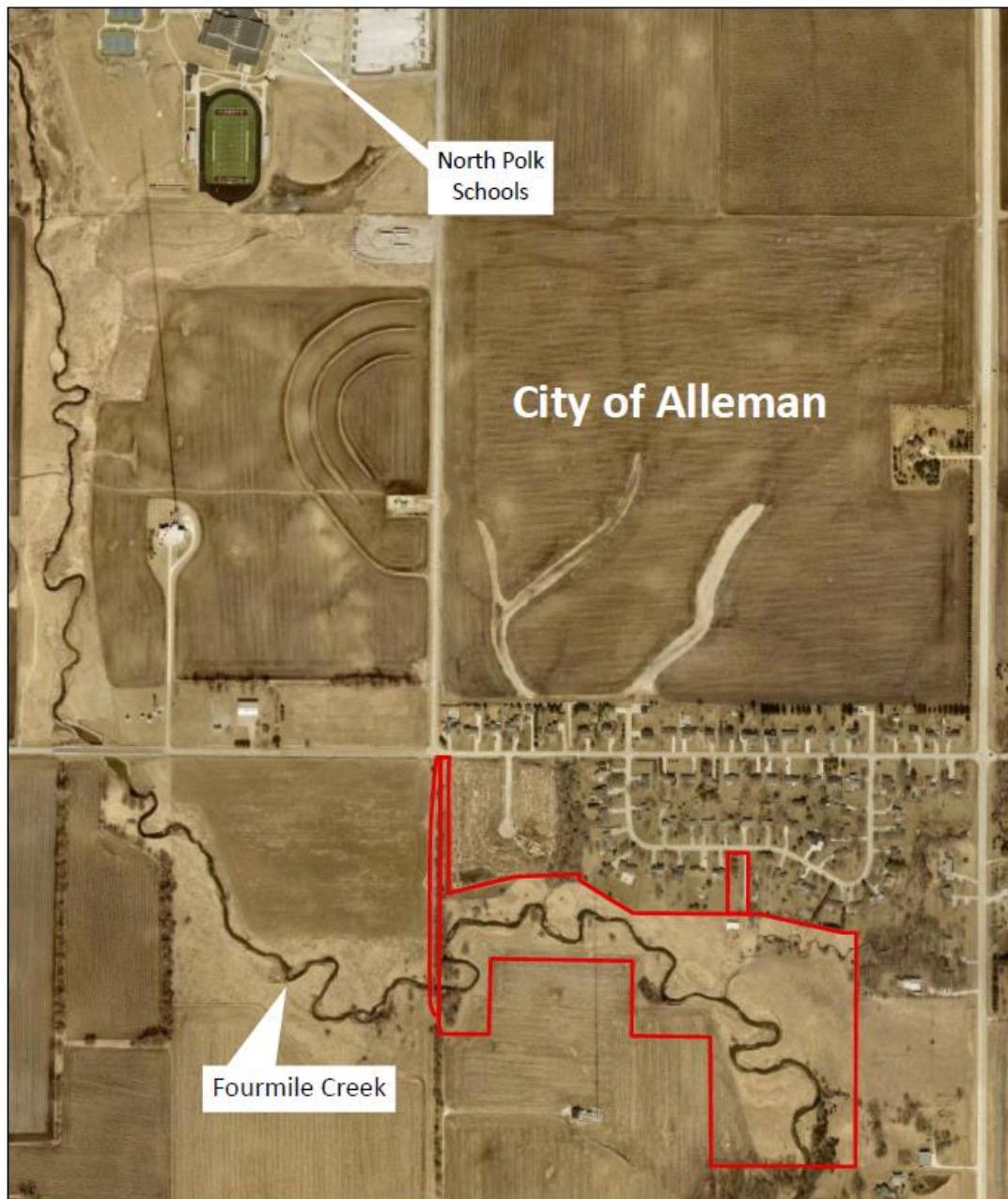
Date: July 13, 2022

Roll Call: #22-0713 (Yea-5, Absent-0)

Action: Discussed in closed session.

RECOMMENDATION: Requesting approval to proceed with the application process for the Iowa Land and Water Conservation Fund grant and sign the resolution in support of obtaining funding for the Ziel Property in Alleman, IA.

Project Location



RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

County: _____

WHEREAS, the _____ (City/County) is interested in acquiring lands or developing outdoor recreational facilities on the following described project for the enjoyment of the citizenry of

Site Name: _____ and the State Iowa.

Site Address: _____

Project Title: _____

Total Estimated Cost: \$ _____

Brief Description of Project: _____

AND, Land and Water Conservation Fund financial assistance is being sought for the acquisition or development of said outdoor recreational facilities,

NOW THEREFORE, be it resolved by the _____ that the project described above be authorized,

AND, be it further resolved that said _____ make application to the Iowa Department of Natural Resources to seek Land and Water Conservation Fund financial assistance from the National Park Service in the amount of _____ % of the actual cost of the project,

AND, be it further resolved that said _____ certifies to the following:

1. That it will accept the terms and conditions set forth in the NPS Grants-in-Aid Manual and which will be a part of the Project Agreement for any grant awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the acquisition and/or development in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the Iowa Department of Natural Resources.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said _____ for public outdoor recreational use.
4. That no financial assistance has been given or promised under any other federal program or activity with regard to the proposed project.
5. That it will not discriminate against any person on the basis of race, color, or natural origin in the use of any property or failure acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964), and of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.
6. That it will maintain adequate financial records on the proposed project to substantiate claims for cost-sharing.

THIS IS TO CERTIFY that the foregoing is a true and correct copy of a resolution duly and legally adopted by the

_____ at a legal meeting held on this _____ Day

of _____, 20 _____.

(signature)

(signature)

(title)

(title)

**Date**

March 8, 2023

Item No.**CONSENT****Roll Call No.****23-0311****Submitted by:****Ron VanDenBroeke
CMO Manager****AGENDA HEADING:**

Awarding the bid for electric, water, septic system, and construction of the foundation to facilitate the installation of the new bathroom/shower house at the tent camping area at Jester Park in an amount not to exceed \$89,658.25.

INFORMATION:

As part of the improvement plan for Jester Park a new handicap-accessible shower and restroom facility was proposed for the tent campground area. Following previous Board action in September 2022, the Parks Department ordered a concrete shower house/restroom that will replace the current decades-old wood vault toilet building at the Jester Park tent campground. This building is scheduled to be delivered this spring. The Construction Maintenance and Operations Department (CMO) will oversee the installation of the building foundation and related utilities, site delivery of the building, and the installation of the building itself.

Several contractors were asked to bid on the utility, septic, and foundation projects. The lowest responsible bid results are:

Company	Project	Amount
Septics and More Inc.	Septic Installation	\$25,387.50
Absolute Group	Foundation	\$16,900.00
Septics and More Inc.	Water Line to site	\$2,425.00
Baker Electric	Electrical to site	\$24,995.00
M & P Plumbing	Inside and under building plumbing	\$7,600.00
In House (CMO Team)	Concrete sidewalk	\$4,200.00
Subtotal		\$81,507.50
Contingency	10%	\$8,150.75
	Utility Installation Total	\$89,658.25

FISCAL IMPACT:

Amount: \$89,658.25 (not to exceed)

Funding Source: Polk County Water and Land Legacy Bond 2022

PREVIOUS BOARD ACTION(S):

Date: September 14, 2022

Roll Call: 22-0908 (Yea-5, Absent-0)

Action: Approving the purchase and delivery of a precast concrete restroom/shower building and two vault toilet buildings at Jester Park Campground 4,

Youth Campground, and Shelter 6 for a total cost not to exceed \$234,285 to Huffcutt, Inc.

Below is a summary of all bids that were received highlighting the low bidder:

Company	Project	Amount
Molitor Construction	Septic Installation	\$46,478.54
Septics and More, Inc.	Septic Installation	\$25,387.76
Molitor Construction	Water Line to Site	\$6,640.00
Baker Electric	Water Line to Site	\$7,410.00
Septics and More, Inc.	Water Line to Site	\$2,425.00
M & P Plumbing, LLC.	Water Line to Site	\$12,620.00
M & P Plumbing	Inside & Under Building Plumbing	\$7,600.00
Pipe Dreams	Inside & Under Building Plumbing	\$13,400.00
Baker Electric	Electrical to Site	\$24,995.00
NAI Electrical Contractors	Electrical to Site	\$28,775.00
M & P Plumbing, LLC.	Foundation	\$27,500.00
Molitor Construction	Foundation	\$16,910.00
Absolute Group	Foundation	\$16,900.00

RECOMMENDATION:

Awarding the bid for electric, water, septic system, and construction of the foundation to facilitate the installation of the new bathroom/shower house at the tent camping area at Jester Park in an amount not to exceed \$89,658.25 and authorizing the Director or Deputy to sign said agreements and contracts.

	Date	March 8, 2023
	Item No. Roll Call No. Submitted by:	CONSENT 23-0312 Adam Fendrick Park Planner

AGENDA HEADING:

Approving the contract with the Iowa Department of Agriculture and Land Stewardship (IDALS) for the Water Quality Initiative (WQI) Grant for the Lauridsen Skatepark Parking Lot project and committing \$103,500 in matching funds.

INFORMATION:

Polk County Conservation submitted the Lauridsen Skatepark Parking Lot project for the WQI grant and was awarded \$103,500 to implement water quality features into the parking lot. These improvements include incorporating porous pavers and a bio-retention cell to capture, store, and treat stormwater before it enters the Des Moines River.

Please Note: The funds for this project are provided through the Polk County General Fund and are still waiting for the Board of Supervisor approval.

FISCAL IMPACT:

<u>Amount:</u>	\$103,500	Awarded Grant Money
	\$103,500	PCCB Matching Funds (50%)

Funding Source: Polk County General Fund

PREVIOUS BOARD ACTION(S):

Date:	NA
Roll Call:	NA
Action:	NA

RECOMMENDATION:

Approving the contract with the Iowa Department of Agriculture and Land Stewardship (IDALS) for the Water Quality Initiative (WQI) Grant for the Lauridsen Skatepark Parking Lot project and committing \$103,500 in matching funds and directing the Chair to sign said agreement.

WATER QUALITY INITIATIVE
Urban Conservation Demonstration Projects

CONTRACT NUMBER:	Urban23WQUI-013
Project Name:	Lauridsen Skatepark Parking Lot
Contract Effective Date:	March 15, 2023
Project Completion Date:	December 31, 2024
Award Amount:	\$103,500.00

COST-SHARE GRANT CONTRACT (“Contract”)

BETWEEN IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
(IDALS)
Wallace State Office Building
502 East 9th St.
Des Moines, Iowa 50319

IDALS Contact Person: Paul Miller

Phone: (515) 281-5833

AND Polk County Conservation Board (“*GRANTEE*”)
12130 NW 128th Street
Granger, IA 50109

Grantee Contact Person: Richard Leopold

Phone: (515) 323-5300

Grantee ID Number: (federal identification #) : _____

WHEREAS, pursuant to Iowa Code section 466B.42, the Water Quality Initiative Program was established in order to assess and reduce nutrients in the state’s watersheds, including subwatersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from nonpoint sources in a scientific, reasonable, and cost-effective manner; and,

WHEREAS, Grantee has submitted an application to the Iowa Department of Agriculture and Land Stewardship requesting assistance to help finance such a project; and,

WHEREAS, IDALS has determined Grantee’s proposed project meets the requirements established for participation in the Water Quality Initiative Program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and contracts contained herein, IDALS and Grantee agree as follows:

SECTION 1. PROJECT

“*Project*” means the detailed description of the work, services, budget and other obligations to be performed or accomplished by the Grantee as described in its Water Quality Initiative Program Application, as approved by IDALS and incorporated as Exhibit A to this Contract.

SECTION 2. PROJECT COMPLETION DEADLINE

The Project must be completed no later than **December 31, 2024**. An extension may be granted by IDALS, through an amendment, if a written request showing demonstrable progress toward completion of the Project is submitted and IDALS determines such an extension is warranted. Any extension request submitted by the Grantee must be received by IDALS no later than 30 days prior to expiration of this contract.

SECTION 3. DURATION OF COST-SHARE GRANT CONTRACT

3.1 This Contract shall become effective on the Contract Effective Date and shall remain in effect as follows:

- a) *Through Project Period Completion Date.* Through the Project Period Completion Date and for the period of time after Project Completion Date during which IDALS, or its designee, conducts Project closeout procedures to verify that the Project has been completed in compliance with the Contract.
- b) *Until Repayment or Satisfaction of Outstanding Obligation.* Until all outstanding amounts due to IDALS, if any, are received by IDALS, or all outstanding obligations to IDALS are satisfied in full.
- c) *Through Contract End Date.* Until IDALS, or its designee, has completed Contract closeout procedures and provided Grantee with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout; such date shall be the Contract End Date.

3.2 SURVIVAL OF OBLIGATIONS. Section 3.1 shall not abrogate or otherwise effect the obligations, terms, and conditions that survive beyond the Contract End Date, including but not limited to the following sections of this Contract: Section 4.4 (Accounting Records), Section 4.5 (Documentation), and Section 4.6 (Conveyance of Project Property).

SECTION 4. TERMS OF CONTRACT

4.1 GRANT. IDALS shall provide a Grant to Grantee up to the Award Amount stated on page 1 of this Contract in order to assist in financing the Project, subject to Iowa Code chapter 466B, IDALS administrative rules (located at 27 Iowa Admin. Code chapter 16), and the terms and conditions of this Contract. A copy of Grantee's Application describing the Project is an integral part of this Contract and is marked as Exhibit A and hereby incorporated herein.

4.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by IDALS for Project activities shall conform to the budget as presented in

Contract Exhibit B - Project Budget. It is further understood and agreed that the total of all payments to the Grantee by IDALS for Project activities shall not exceed the Award Amount unless modified by written amendment of this Contract.

4.3 USE OF FUNDS. The Grantee hereby agrees to construct and operate the Project as described in its Application Exhibit A, as approved by IDALS, and Exhibit B, Project Budget. Grantee shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Contract. Grantee shall allow IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, to inspect the Project facilities at all reasonable times in order to monitor and evaluate performance with the terms of this Contract and Iowa law.

4.4 ACCOUNTING RECORDS. Grantee shall maintain its books, records and all other evidence pertaining to this Contract in accordance with generally accepted accounting principles and such other procedures as may be specified by IDALS. These records shall be available to IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, at all times during the duration of this Contract and any extension thereof, and for three (3) full years following the Contract End Date.

4.5 DOCUMENTATION. Within 10 days of receipt of a written request from IDALS, Grantee shall deliver to IDALS: (i) copies of all contracts or documents relating to the Project; (ii) copies of all invoices, receipts, statements or vouchers relating to the Project; (iii) a list of all unpaid bills in connection with the Project; and, (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project. Grantee shall be bound by this requirement from the Effective Date to a date three (3) full years following the Contract End Date.

4.6 CONVEYANCE OF PROJECT PROPERTY. Between the Effective Date and a date three (3) full years following the Contract End Date, Grantee shall not sell, transfer, convey, assign, encumber or otherwise dispose of any portion of the Project property as described in Exhibit A without express written permission of IDALS, which permission may be withheld in the sole discretion of IDALS.

4.7 INDEPENDENT CONTRACTOR. Grantee's status shall be that of an independent contractor. Neither the Grantee, its employees, agents, or any subcontractors performing work or services for the Grantee are, or shall be deemed to be, employees or agents of the State of Iowa, and shall not be considered employees of IDALS or the State of Iowa for federal or state tax purposes. IDALS shall not withhold taxes on behalf of the Grantee unless required to do so by law.

4.8 USE OF THIRD PARTIES. IDALS acknowledges that Grantee may contract with third parties for the performance of any of the Grantee's obligations under this Contract. All subcontracts shall be subject to prior approval by IDALS. Grantee may enter into such contracts to complete the Project provided that Grantee remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Grantee under this Contract shall apply to any subcontractors retained by Grantee. IDALS shall have the right to request the removal of any subcontractor from the Project for good cause. Subcontracts shall be submitted to IDALS for approval before entry into force and effect.

4.9 AWARD AMOUNT, TYPE. This is a cost-share grant award in the amount of \$103,500.

4.10 USE OF LOGOS AND SIGNAGE. The Grantee will be required to include the CleanwaterIowa.org and the IDALS logo in any marketing and outreach materials developed in conjunction with the project and funded either with grant proceeds or with matching funds.

4.11 STANDARDS AND SPECIFICATIONS. The practices installed shall comply with Iowa Stormwater Management Manual (ISWMM) standards and specifications or with USDA Natural Resources Conservation Service (NRCS) Standards and Specifications, where available.

Practice plans and designs must be approved by an Urban Conservationist assigned by IDALS following the project review and implementation guidelines established in the Water Quality Initiative Milestone Checklist prior to proceeding with design finalization or any associated construction activities.

All practices installed with WQI funds will be subject to IDALS maintenance agreement requirements to ensure the respective practice(s) will be maintained through its anticipated lifespan. Agreement durations and requirements are practice specific and should be discussed with the Urban Conservationist assigned by IDALS.

4.12 PROJECT REPORTING AND TRAINING REQUIREMENTS. A representative of the Grantee will be required to attend any IDALS identified training events and/or meetings. IDALS will provide sufficient notification of required training sessions.

In addition, the Grantee is required to submit progress reports periodically during the project to document activities and progress in conformance with printed report guidance provided by IDALS.

Any failure by a grantee to meet established deadlines for submission of progress reports will result in immediate suspension of all disbursement of funds to the Grantee, including advance requests and all reimbursements. This suspension will continue until receipt by IDALS of all outstanding reports associated with this Contract.

Specifically, Grantee is required to:

- a) Provide IDALS with quarterly progress reports within fifteen (15) days after the end of each quarterly reporting period.
- b) Provide a comprehensive final report in conformance with the printed report guidance provided by IDALS, within 30 days of conclusion of the project.

SECTION 5. RELEASE AND DISBURSEMENT OF FUNDS

5.1 CONDITIONS FOR RELEASE OF FUNDS. No funds shall be released for disbursement until this Contract has been executed and the Grantee has properly completed each of the following items:

- a) Attendance by at least one representative of the applicant at program orientation offered by IDALS staff.
- b) Completion and submission of form “W-9, Request for Taxpayer Identification Number and Certification.”

- c) Evidence, acceptable to IDALS or its designee, that acceptable accounting policies and procedures are in place within 90 days of contract execution by all parties.

5.2 REQUESTS FOR DISBURSEMENT. All disbursements of proceeds shall be subject to receipt by IDALS of requests for disbursement submitted by Grantee. Requests for disbursement shall be in a form and content acceptable to IDALS.

Grantee or its designee shall request disbursement by submitting to IDALS or its designee the request form provided by IDALS (as the same may be modified from time to time by IDALS), which request form shall itemize Grantee's total allowable expenses, if any. Expenses shall be documented in a manner acceptable to IDALS or its designee.

IDALS or its designee shall review the request and, if acceptable to IDALS or its designee, make the appropriate disbursement from the *Water Quality Urban Infrastructure* Fund.

The disbursement authorized by IDALS or its designee will be limited to the expected allowable expenses for the relevant period. Major budget category Practice Costs may deviate by ten (10) percent by line item without prior approval of the Division, but total expenditures shall not exceed the total budget amount provided in the project contract.

5.3 SUSPENSION OF DISBURSEMENT. Upon the occurrence of an Event of Default (as defined in this Contract) by Grantee, IDALS or its designee may suspend payments to Grantee until such time as the default has been cured to IDALS' satisfaction. Notwithstanding anything to the contrary in this Contract, upon a termination of this Contract on account of an Event of Default by the Grantee, Grantee shall no longer have the right to receive any disbursements after the date of the Event of Default.

5.4 INVESTMENT OF GRANT FUNDS. In the event grant funds are not immediately utilized, temporarily idle grant funds held by Grantee may be invested, provided such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle grant funds held by the Grantee shall be credited to and expended on the Project prior to the expenditure of other grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IDALS within thirty (30) days following the Project Completion Date. Within ten (10) days of receipt of a written request from IDALS, Grantee shall inform IDALS in writing of the amount of unexpended grant funds in Grantee's possession or under the Grantee's control, whether in the form of cash on hand, investments, or otherwise.

5.5 USE OF GRANT FUNDS FOR EQUIPMENT AND NON-CONSUMABLE SUPPLIES. The use of grant funds through this contract is permitted for the purchase of equipment and non-consumable supplies, subject to all of the following conditions:

- a) All purchases for which reimbursement will be requested must be approved by IDALS prior to any expense being incurred by Grantee. Failure to adhere to this condition will result in forfeiture of all claims for reimbursement for the item(s) in question.
- b) In no instance will the reimbursement rate for an item purchased in this category exceed fifty percent (50%) of the documented cost of the item. Furthermore, no other source of state funding may be used to provide the non-IDALS share of expense for the item.

- c) If at any point prior to completion of the project, a piece of equipment or non-consumable supply item is sold, liquidated, or transferred for use outside of the project, full and immediate repayment of grant proceeds used to purchase the item by the Grantee to IDALS will be required.
- d) Recurring expenses associated with operation and maintenance of such equipment shall be the sole responsibility of the Grantee.

SECTION 6. REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to IDALS as follows:

6.1 Grantee is duly organized, validly existing and in good standing as a recognized legal entity under Iowa law. Grantee has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying.

6.2 Grantee has full right and authority to enter into this Contract and the person signing this Contract on behalf of Grantee has full authority to do so.

6.3 Grantee hereby agrees to use Award proceeds only for the Project and the activities described in the approved Water Quality Initiative Application.

6.4 The Application furnished to IDALS by Grantee does not contain any untrue statements of a material fact or omit a material fact.

6.5 Grantee has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its businesses; no investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Grantee threatened.

6.6 Grantee shall complete the Project by the Project Completion Date.

6.7 All financial statements and related materials concerning the Grantee and the Project provided to IDALS are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

SECTION 7. DEFAULT

7.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IDALS to declare Grantee in default of its obligations under this Contract: (i) a failure of Grantee to complete the Project by the Project Completion Date; (ii) a breach of any other term of this Contract.

7.2 NOTICE OF DEFAULT, REMEDIES. When IDALS determines that an Event of Default has occurred and is continuing, IDALS may, by written notice to Grantee: (i) terminate this Grant Contract and all obligations of IDALS under the Contract as of the date stated in such notice, and (ii) declare the full amount of Award funds, disbursed, immediately due and payable. Grantee agrees to pay to IDALS all expenses reasonably incurred or paid by IDALS, including reasonable attorneys'

fees and court costs, in connection with the enforcement of any of the terms of this Grant Contract.

7.3 REPAYMENT OR PENALTY. Upon the happening of any Event of Default, IDALS reserves the right to terminate this Contract and to require immediate repayment of the full amount of funds disbursed to Grantee under this Contract.

SECTION 8. TERMINATION

8.1 TERMINATION UPON NOTICE. Following ten (10) days' written notice, IDALS may terminate this contract in whole or in part without payment of any penalty or the incurring of any further obligation to the Grantee. Following termination upon notice, Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to IDALS up to and including the date of termination.

8.2 NON-APPROPRIATION. Notwithstanding anything in this contract to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the Grantee as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this contract; (2) if funds are de-appropriated or not allocated; (3) if IDALS' authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS' duties are substantially modified. In the event of termination of this Contract due to non-appropriation, the exclusive, sole, and complete remedy of the Grantee shall be payment for services completed prior to termination.

8.3 REMEDIES OF THE GRANTEE IN EVENT OF TERMINATION BY IDALS. In the event of termination of this Contract for any reason by IDALS, IDALS shall pay only those amounts, if any, due and owing to the Grantee for services actually rendered up to and including the date of termination of the Contract and for which IDALS is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Grantee's claim. This provision in no way limits the remedies available to IDALS under this Contract in the event of termination.

8.4 THE GRANTEE'S TERMINATION DUTIES. The Grantee, upon receipt of notice of termination or upon request of IDALS, shall:

8.4.1 Cease work under this Contract 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 Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters IDALS may require.

8.4.2 Comply with the IDALS's instructions for the timely transfer of any active files and work product produced by the Grantee under this Contract.

8.4.3 Immediately return to IDALS any payments made by IDALS for services that were not rendered by Grantee.

SECTION 9. CONFLICT OF INTEREST

Grantee represents, warrants, and covenants that no relationship exists or will exist during the

Contract period between IDALS and Grantee that is a conflict of interest. No employee, officer or agent of Grantee shall participate in the selection or the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 68B shall apply to this Contract. If a conflict of interest is proven to IDALS, IDALS may terminate this Contract, and Grantee shall be liable for any excess costs to IDALS as a result of the conflict of interest. Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. Grantee shall report any potential, real, or apparent conflict of interest to IDALS.

SECTION 10. INDEMNIFICATION

Grantee shall jointly and severally defend, indemnify and hold IDALS, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IDALS may incur or sustain by reason of: (a) the failure of Grantee to fully perform and comply with the terms and obligations of this Contract; (b) Grantee's performance or attempted performance of this Contract; (c) Grantee's activities with subgrantees and third parties.

SECTION 11. CONTRACT ADMINISTRATION

11.1 NONASSIGNMENT. This Contract may not be assigned without prior written consent of IDALS.

11.2 COMPLIANCE WITH THE LAW; NONDISCRIMINATION IN EMPLOYMENT.

The Grantee, its 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 Grantee, its 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, the Grantee 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 Iowa Administrative Code chapter 11—121.

The Grantee, its 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 Grantee contracts with third parties for the performance of any of the Grantee obligations under this Contract as set forth in section 4.8, Grantee shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Grantee failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Grantee ineligible for future state contracts in accordance with authorized procedures or the Grantee may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Grantee acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

11.3 AMENDMENTS. No change, modification, or termination of any of the terms, provisions or conditions of this Grant Contract shall be effective unless made in writing and signed by both parties.

11.4 COMPLIANCE WITH LAWS AND REGULATIONS. Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders, including those governing procurement. Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

11.5 ACCESS TO RECORDS. Grantee shall permit IDALS or its representatives and the State Auditor to access and examine, audit, excerpt and transcribe any pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments, or any other documentation or materials pertaining to this Contract. All records of Grantee relating to this Contract shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

11.6 AUDITS. IDALS reserves the right to require an audit of the Grantee's approved project and related activities at any time, during or after completion of the project. Any expenses pertaining to the project as a result of the audit will be an allowable expense under this Contract and will follow normal disbursement procedures.

11.7 UNALLOWABLE COSTS. If IDALS determines at any time, whether through monitoring, audit, closeout procedures or other means that Grantee has received Grant funds or requested disbursement for costs which are unallowable under the terms of this Contract, Grantee shall immediately repay to IDALS any and all unallowable costs.

11.8 SURVIVAL OF CONTRACT. If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

11.9 GOVERNING LAW. This Contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.10 INTEGRATION. This Contract contains the entire understanding between Grantee and IDALS relating to this Project and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the latest date stated below.

FOR GRANTEE:

Polk County Conservation Board

_____	_____	____/____/____
Signature	Print Name/Title	Date

FOR IDALS:

_____	____/____/____
Grant Menke, Deputy Secretary of Agriculture	Date

	Date	March 8, 2023
	Item No. Roll Call No. Submitted by:	CONSENT 23-0313 Jessica Lown Comm. Relations Sup.

AGENDA HEADING:

Approving the 2022 Polk County Conservation Annual Report.

INFORMATION:

Attached is the 2022 Polk County Conservation Annual Report. The report includes organizational highlights, financials, and pertinent facts and figures from January 1 – December 31, 2022. With board approval, the report will be printed and distributed. Distribution destinations include the Polk County Board of Supervisors, PCC website, and by-request from the general public.

FISCAL IMPACT:

Amount: \$600 (printing)

Funding Source: PCC Operational Budget (Outreach)

PREVIOUS BOARD ACTION(S):

Date: 03-09-22

Roll Call Number: #22-0308 **(Yea 4; Absent 1)**

Action: Approved the 2021 Polk County Conservation Annual Report.

Date: 03-10-21

Roll Call Number: #21-0307 **(Yea 5)**

Action: Approved the 2020 Polk County Conservation Annual Report.

Date: 3-11-20

Roll Call Number: #20-0306 **(Yea-4; Vacant 1)**

Action: Approved the 2019 Polk County Conservation Annual Report.

Date: 03-13-19

Roll Call Number: #19-0308 **(Yea-4; Absent 1)**

Action: Approved the 2018 Polk County Conservation Annual Report.

RECOMMENDATION:

Approving the 2022 Polk County Conservation Annual Report.

Polk County Conservation / 2022

ANNUAL REPORT





Letter from the Director

It was a good, good year for Polk County Conservation. Park visitation continues to rise, programs and participation have increased, and our wildlife areas are positively contributing to the county's ecosystems.

That's not to say the 365-day journey was easy. The organization is in a state of growth and that can feel overwhelming. County residents and park visitors should be proud of the way our staff looked at this dynamic as an opportunity, not a challenge. They showed up with creativity and optimism for the positive potential this growth will have on our environment, wildlife and park users. You'll find examples of Polk County Conservation's creativity on every page of the annual report. But keep in mind that this is just a fraction of the work undertaken in 2022. For every completed project this year, there are two or three others that are in-progress. Make sure you carefully read the last few pages, where you can learn about the exciting efforts expected in 2023 and beyond.

See you on the trails!

Richard Leopold
Director

Strategic Accomplishments



Solar panel array near the Longhouse at Chichaqua Bottoms Greenbelt

Going Solar

Eleven key facilities at various parks are newly outfitted with solar panels. Working through a contractor who will own and maintain the equipment, Polk County Conservation paid no money up-front. The effort will offset more than 95 percent energy use while eliminating around 200 metric tons of CO2 emissions each year.

DEIA: Looking Inward

Fostering diversity, equity, inclusion, and accessibility (DEIA) is vital to effectively serve Polk County's diverse community. In its first year, the DEIA committee asked all full and permanent part-time staff to complete individual assessments. This provided Polk County Conservation with a broad understanding of staff awareness and attitudes, so the organization can effectively move forward on its DEIA journey.

More Public Land

The citizens of Polk County empowered the organization to acquire more public land when they voted for funding to do so through the Polk County Water and Land Legacy Bond. In alignment with this strategic support, the organization purchased 553 acres in 2022. These tracts of land are in strategic locations, often adjacent to existing park or trails, and support the mission to provide outdoor recreation and protect the county's natural heritage. 💧

Good Money to Good Use

This year the organization drew down its first infusion of funds from the 2021 Polk County Water and Land Legacy Bond. Some of the \$21 Million has been used to purchase Sleepy Hollow, buy needed equipment, and engage designers on a number of park projects including a new mountain bike park. Many more projects are in-progress. These dollars will be spent down by the end of 2023 before another infusion of bond funds is requested. 💧

💧 Polk County Water and Land Legacy Bond projects.

Good Stewards of Land and Water

Maintaining park and wildlife areas is vital to supporting natural ecosystems and contributing to the health of the environment. This work takes time, careful planning, and valuable resources. In 2022 Polk County Conservation worked daily, using well-established conservation practices, to maintain and improve public lands.



145 acres
of prairie planted



119 acres
of woodland restored



1,724 acres
of prescribed burning

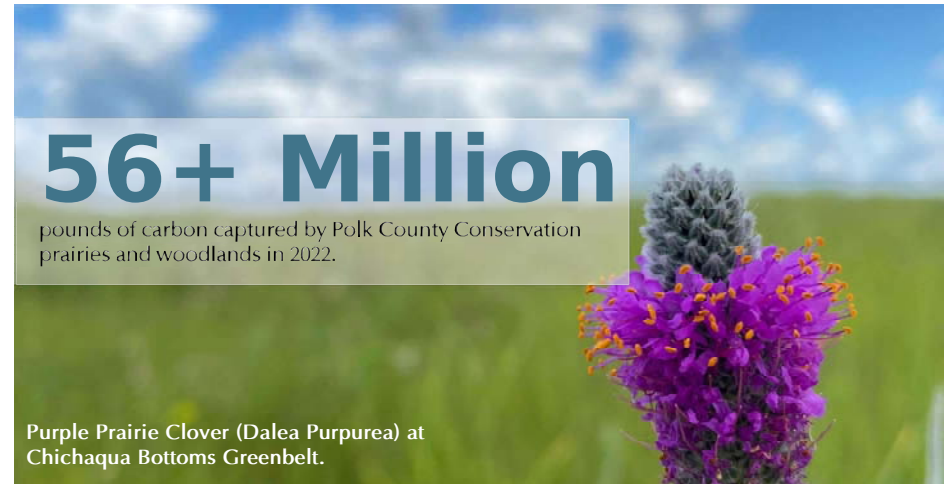


5.3 acres
of wetland restored



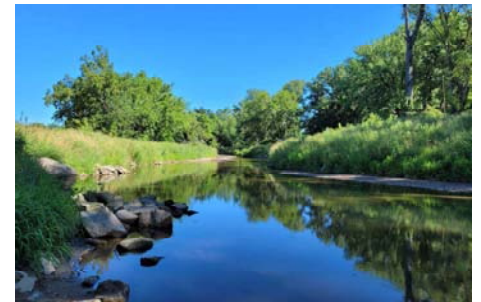
Water Quality

Twice every month volunteers with the Water Quality Monitoring program took samples and recorded observations at more than 70 sites in Polk County. In total they captured **24,497 data points** during the '21-'22 fiscal year. Results from testing revealed notable themes. Primarily, the drought continues to negatively impact the county's water. Dry or stagnant water bodies resulted in lower dissolved oxygen and higher phosphate concentrations throughout the year. Nitrite, rarely detected as it quickly converts to nitrate, is an indicator of poor water quality and was also reported throughout the year at sites across the county.



Wetland Construction: Fourmile Creek Greenway

The 35th Street stormwater wetland is complete and actively intercepting water runoff from a nearby **21 acre** Des Moines neighborhood. The wetland is designed to naturally remove pollutants like sediment, bacteria, and excess nutrients before the water enters Fourmile Creek. The wetland also benefits the community by creating wildlife habitat and protecting humans from natural disasters like floods. 💧



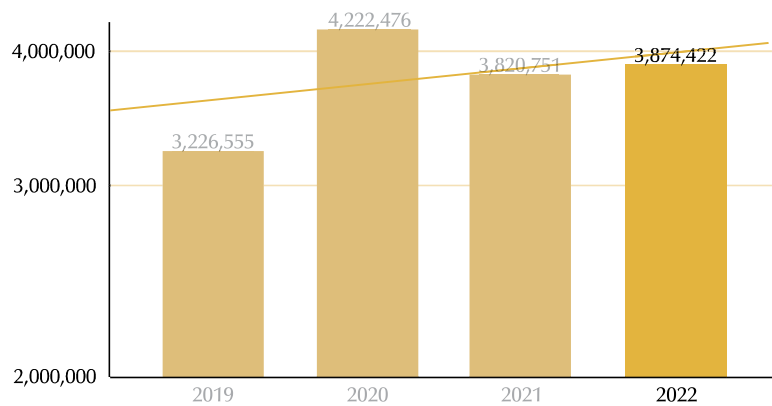
Wildlife Species Study

Researchers concluded a three-year long inventory of mammals, birds, reptiles, amphibians, butterflies, and Odonates within Polk County parks this year. They recorded a total of **316 species** from **5,973 observations**. Excitingly, seven species of conservation concern and two candidate species for federal endangered status were found. However, the study also revealed many declining songbirds and notable absences like Woodland Salamanders and Blanding's Turtles.

Parks and Trails Abuzz

Despite notable closures on two popular trails, more than 3.8 million visitors hiked, biked, swam, paddled, fished and more in 2022. Easter Lake Park continues to be the most heavily used with nearly 1.2 million visitors.

Annual Visitors



402
cabin reservations



1,287
shelter or lodge reservations



5,002
campsite reservations

Sleepy Hollow Joins the Family

After more than a year of discussion, the deal is done. Polk County Conservation officially purchased Sleepy Hollow in September. In the following months, newly-hired staff began a deep evaluation of the property, buildings, and equipment. This effort continues and is vital for future planning. 💧

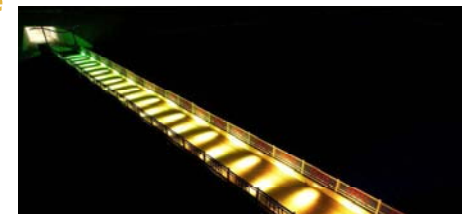


Fully Funded

Community leaders and Polk County Conservation staff raised more than \$8.6 Million in 2022. Each dollar was donated with the singular goal of creating the most universally accessible waterfront in the nation. Easter Lake Park will soon be home to zero-entry ramps into the lake, accessible recreation equipment and boats, a fully-accessible playscape, and programming designed to meet the needs of all. 💧

A Bridge to Everywhere

The Trestle to Trestle Trail bridge is complete, re-opening a major artery between the cities of Des Moines and Johnston. Construction of the bridge, dubbed Beaver Crossing, was a \$2 Million, three-year labor of love. It now offers expansive views of Beaver Creek and a rainbow of colors for nighttime walkers and bikers.



Jester Park Nature Center continues to be a heavily used facility for Polk County Conservation hosting most educational programming and special events. Average daily attendance climbs to more than 180 in peak summer season.

32,038
TOTAL ATTENDANCE



Powered by People

Polk County Conservation owes much of its success to the many volunteers and partners who invest their time, skill, and dollars into parks and wildlife areas. From water quality monitoring to leading equestrian camps to native gardening to wildlife monitoring and event staffing, the impact of Polk County volunteers is as varied it is deep. In fact the State of Iowa values the time contributed at more than \$426,914.



1,290 native flowers and grasses planted



1,125 native trees planted



Wildlife Species Monitored

- Bats
- Bluebirds
- Butterflies
- Cranes
- Kestrels
- Snakes
- Barn Owls
- Frogs and Toads



Litter Eliminated

Nearly 90 percent of the trash removed from Polk County Parks was gathered by a very dedicated group of area volunteers at Easter Lake Park and the adjacent Yeader Creek. Easter Lake Stewards has been so successful the volume of trash they were able to collect dropped off at the end of the year. As one volunteer put it, they readily locate "more turtles than trash." Now that's a success!



"Working in our parks with Youth Corps is important to me because I am helping out people and the environment so that we have a better place to hike, hangout, and we are helping our native plant species." - Sam

Youth Corps

Forty-seven youth from Polk County provided more than eleven thousand hours restoring or maintaining the local prairies and wetlands. The youth's hard work was rewarded with a paycheck, as well as opportunities to learn more about nature, and experience camping, fishing and boating. This program is an incredible example of how Polk County Conservation strategically executes its mission while living its values of diversity and inclusion. Twenty-seven percent of the youth represented a racial or ethnic minority and 24 percent qualify for public schools' free or reduced lunch program.



Engaging, Educating the Public

As operations normalized in a post-pandemic environment, the organization offers **30 percent more programs than in 2021**. But the true benefit is filling a child with wonder, creating family connections, or enriching adult pursuits of wellness. And you simply cannot assign a number to that value of personal growth and connection to the natural world.



40k+
collective attendance



1,691
total programs



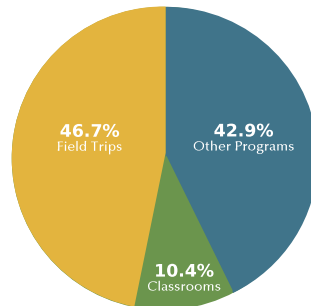
57k+
staff contact hours

Supporting Local Schools

Trained naturalists and equestrian specialists provide a vital service to the county's schools. Field trips and in-class programs comprise nearly 52% of programs and 57% of attendance in 2022.



Attendance



Hooved Ambassadors

The Jester Park Equestrian Center cares for a herd of 25 horses. These four-legged members of the Polk County Conservation team serve the public through a myriad of programs that range from recreation to animal anatomy to therapy and wellness.

- 6 draft horses
- 16 average size horses
- 3 ponies

Raptor Mews

Located at Jester Park, this safe enclosure for raptors that can no longer live in the wild, was built and donated by a group of students from Johnston High School. A peregrine falcon and great horned owl moved in late fall and are now important members of the education and outreach team!



Native American Artifact Exhibit

This new educational exhibit at the Jester Park Nature Center celebrates Iowa's archaeological history and the presence of Native American Indians on Polk County land. Check out the exhibit which showcases artifacts like hunting tools, pottery and fossils spanning 12,000 years.

Carriage Driving Program

Given the proven success of Horses Helping Heroes, the scope of the equine-assisted therapy program has been expanded to include carriage driving. Veterans who participate in the new program will build their confidence through relationship development with the carriage horses, as well as improving their fine motor skills and coordination.



Financials

REVENUES	General Basic	General Supp.	Insurance Reserve	REAP	PCWLL BOND	Enterprise Fund	TOTALS
Property Taxes	\$6,458,429	\$1,476,571	\$8,997	\$-	\$-	\$-	\$7,943,997
Recreational Fees.....	\$724,635	0	0	0	0	0	724,635
Concession.....	0	0	0	0	0	0	0
Miscellaneous Federal Grants.....	0	0	0	0	0	0	0
Miscellaneous State Grants & Reimbursements.....	16,319	0	0	0	100,000	0	116,319
Land Rent.....	68,582	0	0	0	0	0	68,582
Building & Shelter Rentals.....	104,788	0	0	0	0	0	104,788
Misc Business Permits & Licenses.....	1,865	0	0	0	0	0	1,865
Firewood Sales	22,395	0	0	0	0	0	22,395
Miscellaneous Sale of Commodities	0	0	0	0	0	0	0
FEMA	83,839	0	0	0	0	0	83,839
Returned Check Fees	30	0	0	0	0	0	30
Miscellaneous Contributions & Reimb. Other Govts.....	200,000	0	0	0	34,416	0	234,416
Easements	47,046	0	0	0	0	0	47,046
Fee Based Program Revenues	161,142	0	0	0	14,738	0	175,880
Commissions	12,750	0	0	0	0	0	12,750
Motor Vehicle Fuel Refunds	3,166	0	0	0	0	0	3,166
Miscellaneous Contributions & Donations	45,370	0	0	0	250,161	0	295,531
Miscellaneous Receipts	62,687	0	0	0	5,229	0	67,916
Fixed Assets Sold	35,671	0	0	0	0	0	35,671
Recoveries on Losses.....	0	0	0	0	0	0	0
REAP Annual Per Capita Payment.....	0	0	0	114,934	0	0	114,934
Bond Revenues.....	0	0	0	0	3,639,873	0	3,639,873
Golf Course Revenues.....	0	0	0	0	0	372,271	372,271
Mitigation Banking Revenues.....	0	0	0	0	0	418,424	418,424
Jester Park Lodge Revenues	0	0	0	0	0	105,190	105,190
Jester Park Cabin Revenues.....	0	0	0	0	0	135,174	135,174
Miscellaneous Revenues.....	0	0	0	0	0	23,770	23,770
Laurisden Skatepark.....	0	0	0	0	0	31,206	31,206
Transfers in from Enterprise Fund.....	0	0	0	0	0	0	0
Fund Balances Used	0	0	0	0	0	0	0
Fund Interest.....	0	0	0	1,345	9,383	951	11,679
TOTAL REVENUES.....	\$8,048,714	\$1,476,571	\$8,997	\$- \$116,279	\$4,053,800	\$1,086,986	\$14,791,347

EXPENDITURES	General Basic	General Supp.	Insurance Reserve	REAP	PCWLL BOND	Enterprise Fund	TOTALS
Conservation Infrastructure/Equipment.....	\$1,403,247	\$-	\$-	\$-	\$-	\$-	\$1,403,247
Environmental Education.....	614,407	150,799	0	0	0	0	\$765,206
Natural Resources	1,082,239	330,236	0	0	0	0	\$1,412,475
Administration	1,349,885	201,949	0	0	0	0	\$1,551,834
Community Outreach	184,863	35,273	0	0	0	0	\$220,136
Conservation Grants	60,272	0	0	0	0	0	\$60,272
Parks Advocacy	1,307,229	288,735	0	0	0	0	\$1,595,964
Fleet Services	601,098	94,664	0	0	0	0	\$695,762
Construction, Maintenance, Operations	754,040	190,551	0	0	0	0	\$944,591
Equestrian Center	691,434	184,364	0	0	0	0	\$875,798
Insurance, Unemployment, & Workers Comp. Medical.....	0	8,997	0	0	0	0	\$8,997
Conservation Special Projects & Development.....	0	0	0	0	0	0	\$-
Resource Enhancement & Protection	0	0	0	151,705	0	0	\$151,705
PCWLL Bond Expenditures	0	0	0	0	4,053,800	0	\$4,053,800
Enterprise Transfer to Operations & Reserve.....	0	0	0	0	0	0	\$-
Golf Course Minor Repairs & Maintenance	0	0	0	0	0	32,793	\$32,793
Golf Course Project Note Repayment	0	0	0	0	0	300,000	\$300,000
Mitigation Banking Restoration	0	0	0	0	0	10,730	\$10,730
JP Lodge Minor Repairs & Maintenance	0	0	0	0	0	13,388	\$13,388
Miscellaneous Enterprise Minor Repairs & Maintenance.....	0	0	0	0	0	18,034	\$18,034
JP Cabins Minor Repairs & Maintenance	0	0	0	0	0	62,560	\$62,560
Laurisden Skatepark	0	0	0	0	0	124,676	\$124,676
Gain/(Reduction) in Fund Balances	0	0	0	(35,426)	0	524,805	\$489,379
TOTAL EXPENDITURES.....	\$8,048,714	\$1,476,571	\$8,997	\$- \$116,279	\$4,053,800	\$1,086,986	\$14,791,347

Summary

General Basic funds expended for the various departments covered salaries, supplies, and services. General Supplemental funds covered employee benefits. Insurance expenditures were for Unemployment Insurance, Workers' Comp Disability, Workers' Comp Medical Expense, and Liability Insurance premiums.

Projects continued with REAP (Resource Enhancement and Protection) funds were wayfinding signs, various grant matches, and various supplies and equipment.

Projects completed or continued with the Polk County Water and Land Legacy (PCWLL) dollars have been highlighted throughout the annual report by the blue water drop designation.

Polk County Conservation continually monitors revenues and expenses to assure budget compliance. In addition, a user fee committee annually reviews the various direct user charges for camping, shelter rentals, educational programs, special events, and other fee based activities to assure that a fair mix of user fee charges and general Polk County taxpayer support is maintained in the annual budget.

Grants

The following are grants and reimbursements awarded during FY21-22. Depending upon the grant specifics the award may be received in one year or over a multi-year period.

Veterans' Affairs Adaptive Sports Grant.....	\$46,811
Destination Iowa Easter Lake North Shore.....	\$2,500,000
Iowa Dept of Cultural Affairs - Artifacts Collection.....	\$25,000
Wellmark Easter Lake North Shore.....	\$100,000
Iowa Finance Authority 35th Street Wetland.....	\$337,000
REAP, Growing River Literacy.....	\$16,762
Polk City to High Trestle Trail Connection TAP Grant.....	\$250,000
North Polk Pheasants Forever, Bailey Acquisition.....	\$30,000
TOTAL GRANTS.....	\$3,305,573

Looking Ahead

In 2023 the public can expect to see forward movement on some long-anticipated projects. Below is a snapshot of major initiatives.



Planning to Re-wild Chichaqua Bottoms Greenbelt

In 2023 Polk County's ecologists will work with Public Works staff to design a strategic plan for the park's drainage system. The goal is to correct the hydrology of the land so the water will flow in more "wild" or natural patterns, rather than through engineered drainage ditches. It's a long and complicated process, making the 2023 strategic planning a critical step forward. 💧

Installation of Snowflex at Sleepy Hollow

What is snowflex, you ask? It's an all-weather turf surface that will be installed on the tubing hill. Yes, that means once installed the public can fly down the hill in the height of summer! Crews will begin earthwork in the spring with installation occurring mid-late summer. The goal is to open in August 2023. 💧



Timber Stand Improvements

All along the Fourmile Creek Greenway natural resource technicians will be working to improve the quality of the timber stand. This requires removing invasive trees and ground cover that are not beneficial to the local ecosystem. In some cases it will be done using a large forestry mower, in others it will be done manually. The team is even hiring a herd of goats to eat up invasive plants near Easter Lake Park! 💧



Construction of Athene North Shore Recreation Area

Starting late spring 2023 heavy equipment will move in. From earthwork to building construction the beachfront of Easter Lake will transform into one of the most accessible parks in the country. The official opening is slated for spring 2024. 💧



Critical Park Upgrades

When the weather turns warm, park and construction staff will be running in high gear. At Jester Park the staff is installing new restrooms and shower houses at critical campsites. And Thomas Mitchell Park is getting a new playground. 💧

Programming Near You

In summer 2023 the naturalists are designing programs to be hosted at parks in some of Polk County's underserved neighborhoods. Expect nature hikes, STEM learning, survival skills programs and more, at places like Fort Des Moines Park, Easter Lake Park and Yellow Banks Park.



Proposed Parking Lot

In partnership with the Board of Supervisors, Polk County Conservation will construct a 100-space parking lot to serve the Lauridsen Skatepark, Riverwalk Dogpark, and future recreation trail. The lot will ease traffic flow and increase safety for all pedestrians in the area. The project, slated for Fall 2023-Spring 2024 is creating easier access to the nation's largest skatepark which sees 220,000+ visitors annually. 💧

💧 Polk County Water and Land Legacy Bond projects.



Leadership

Director

Richard Leopold

Deputy Director

Kami Rankin

Board Members

Jill Altringer, Board Chair

Greg Lewis, Vice-Chair

Pamela J. Mollenhauer, Secretary

Ryan Crane

Jim Cataldo

Contact Info

12130 NW 128th Street

Granger, IA 50109

ph: (515) 323-5300

pccb_info@polkcountyiowa.gov

LeadingYouOutdoors.org

	Date	March 8, 2023
	Item No. Roll Call No. Submitted by:	ACTION 23-0314 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Approving the participation of Polk County Conservation in the Army Compatible Use Buffer Program and signing the Cooperative Agreement with the Army National Guard Bureau.

INFORMATION:

Polk County Conservation (PCC) has been in conversations with Camp Dodge personnel about a potential partnership opportunity for the Army Compatible Use Buffer (ACUB) Program. The ACUB program allows military installations to partner with eligible entities to create a buffer between military training activities and the surrounding community. The program allows the Army National Guard to contribute up to 75% of the cost of a partner's purchase of properties from willing landowners. Camp Dodge staff submitted a proposal to the ACUB Program to prevent incompatible development in areas adjacent to Camp Dodge. The ACUB project proposal was ranked "exceptional" and has been approved for \$975,000 in funding for the first acquisition.

The Army National Guard has sent a draft Cooperative Agreement for PCC to review as the primary program partner. This Agreement outlines procedures in accordance with the ACUB program and commits the Army National Guard to a 75% cost share of acquisition projects that fall within the program plan. PCC staff and the County Attorneys have reviewed this document, and it is awaiting final legal review with the Army National Guard Bureau. Upon approval from ANGB, PCC would be eligible to sign the Cooperative Agreement and move forward with the land acquisition process for the Harding Parcel.

As a part of the ACUB program, PCC can contribute the 25% match requirement in cash for the purchase price, or in restoration costs/staff time for the restoration of the parcel. Any restoration activities performed on this first parcel will be used as cash match for future acquisitions under the program.

FISCAL IMPACT:

<u>Amount:</u>	Purchase (1 st parcel)	\$1,300,000
<u>Funding Source:</u>	ACUB Funding	\$975,000
	2022 Bond	\$325,000

PREVIOUS BOARD ACTION(S):

Date: April 13, 2022

Roll Call: #22-0415 **(Yea-5, Absent-0)**

Action: Discussed in closed session.

Date: October 12, 2022

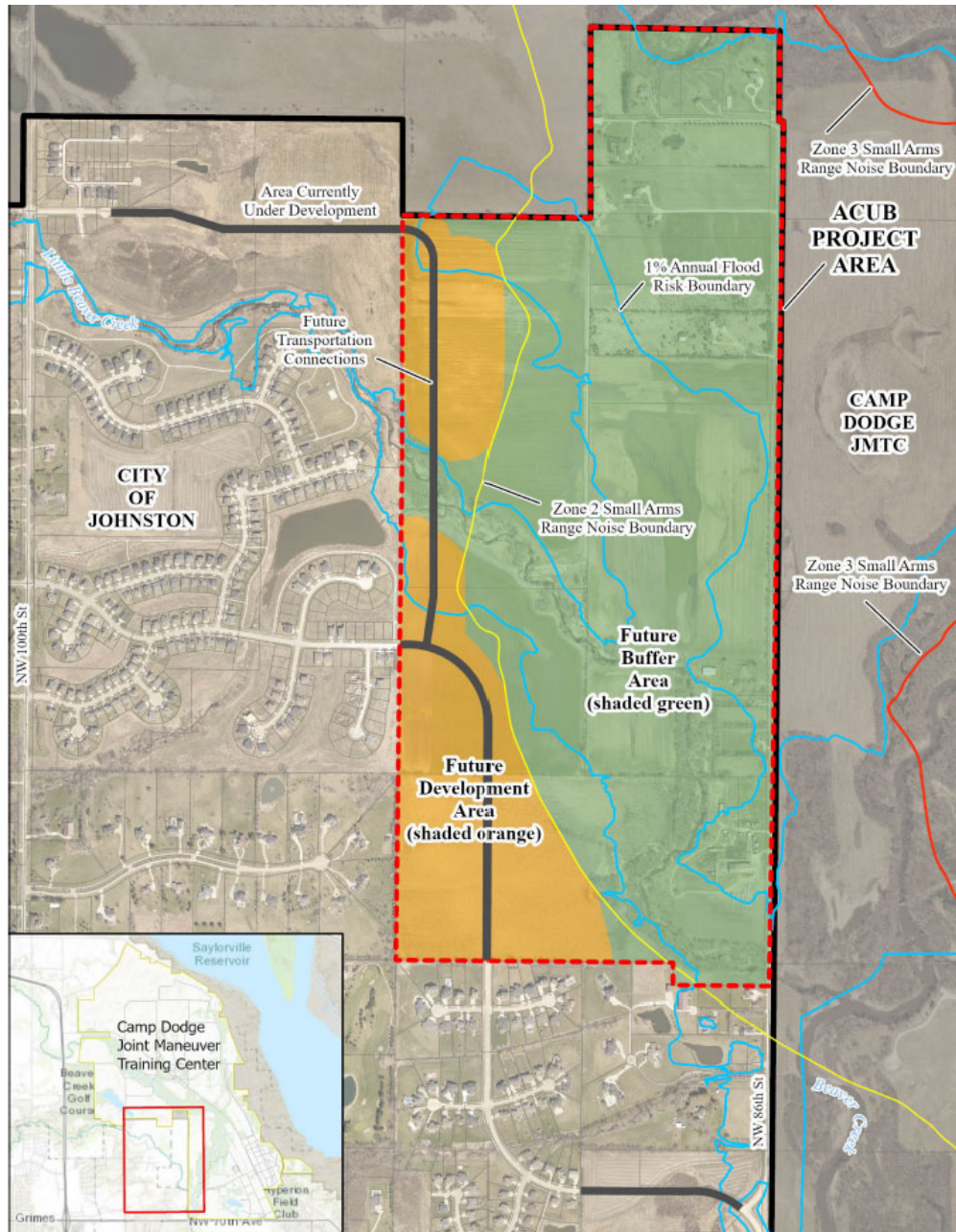
Roll Call: #22-1009 **(Yea-4, Absent-1)**

Action: Discussed in closed session.

Date: January 11, 2023

Roll Call: #23-0212 (Yea-4, Absent-1)
Action: Discussed in closed session.

RECOMMENDATION: Approving the participation of Polk County Conservation in the Army Compatible Use Buffer Program and signing the Cooperative Agreement with the Army National Guard Bureau.



	Date	March 8, 2023
	Item No. Roll Call No. Submitted by:	ACTION 23-0315 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Approving the purchase of 62 acres of land, known as the Harding property, from Phyllis Jones as a part of the Army Compatible Use Buffer program.

INFORMATION:

Polk County Conservation (PCC) has been in conversations with Camp Dodge personnel about a potential partnership opportunity for the Army Compatible Use Buffer (ACUB) Program. The ACUB program allows military installations to partner with eligible entities to create a buffer between military training activities and the surrounding community. The program allows the Army National Guard to contribute up to 75% of the cost of a partner's purchase of properties from willing landowners. Camp Dodge staff are interested in pursuing this program to prevent incompatible development in areas adjacent to Camp Dodge.

Camp Dodge personnel identified three major landowners within their ideal "buffer area" that make up most of the land acreage and are highly suitable for conservation practices. One parcel – the Harding Property (62 ac) – is currently up for sale, and PCC staff have been in negotiations with the landowner, Phyllis Jones. An appraisal was completed (\$1.29M) and a purchase price of \$1.3M was agreed upon by the landowner. The ACUB project proposal was ranked "exceptional" and has been approved for \$975,000 in funding for the first acquisition. PCC will be required to contribute the 25% cash match for acquisition, however any future restoration costs/staff time for this parcel will be able to be used as in-kind match for future acquisitions as a part of the ACUB project. Though the funding has been approved, there has not been a fully-executed contract with the Army National Guard Bureau for the funding (in-process). As such, PCC would like to offer a Purchase Agreement to Phyllis Jones that is contingent upon federal funding.

FISCAL IMPACT:

<u>Amount:</u>	Purchase Price	\$1,300,000
<u>Funding Source:</u>	ACUB Funding	\$975,000
	PCC 2022 Bond	\$325,000

PREVIOUS BOARD ACTION(S):

Date: April 13, 2022

Roll Call: #22-0415 **(Yea-5, Absent-0)**

Action: Discussed in closed session.

Date: October 12, 2022

Roll Call: #22-1009 **(Yea-4, Absent-1)**

Action: Discussed in closed session.

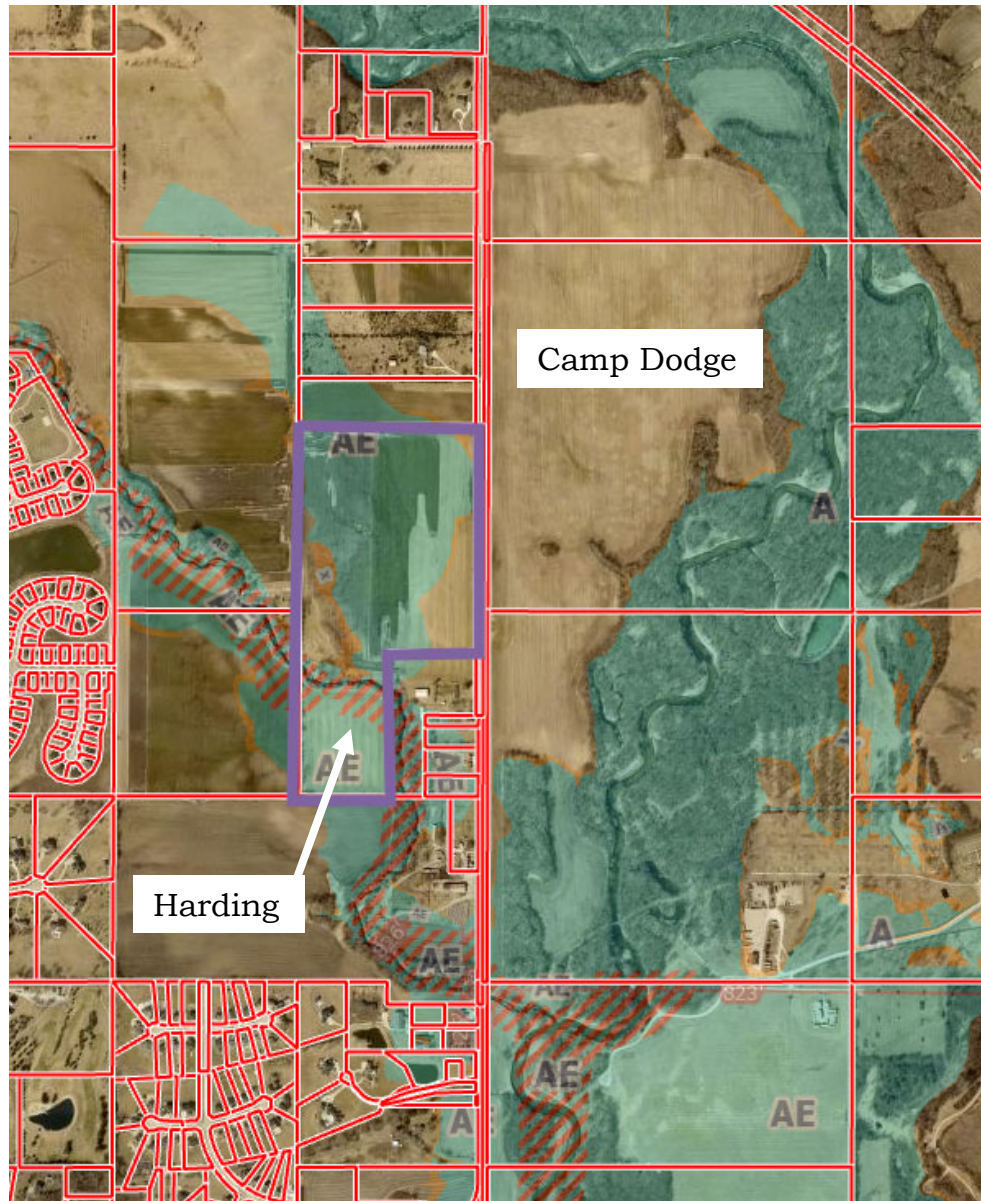
Date: January 11, 2023

Roll Call: #23-0212 **(Yea-4, Absent-1)**

Action: Discussed in closed session.

RECOMMENDATION: Approving the purchase of 62 acres of land, known as the Harding property, from Phyllis Jones as a part of the Army Compatible Use Buffer program and authorizing the Director or their designee to sign the purchase agreement.

Property Location





Date

March 8, 2023

Item No.

ACTION

Roll Call No.

23-0316

Submitted by:

**Adam Fendrick
Park Planner**

AGENDA HEADING

Approving Award of Contract for plans, specifications, form of contract documents and engineer's estimate designating the lowest responsible bidder for the Site Grading/Utilities Bid, Concrete Bid, and General Contractor Bid for the construction of the Athene North Shore Recreation Area at Easter Lake Park.

INFORMATION:

With Roll Call No. 22-1214 the Conservation Board voted to Reject All Bids in December, 2022, after all three bid packages came in over the engineer's estimate. The project was then value-engineered to lower the project costs. The project was published again and Sealed Bids were opened on March 1, 2023, at 2:00pm at the Jester Park Nature Center. Below are the lowest responsible, responsive bids:

Bid Package 1: Site Grading & Utilities

Award bid to Linnco, Inc. in the contract amount of \$1,129,738.00.

Bid Package 2: Concrete

Award bid to Nehring Construction, LLC in the contract amount of \$980,141.00. The Board will also waive the informalities/irregularities of their bid when failing to provide the Authorization to Transact Business with their bid.

Bid Package 3: General Contractor

Reject the bid from Graphite Construction Group, as they are not a responsible, responsive bidder and award the bid to the next lowest bidder, Lansink Construction, Inc. in a contract amount of \$2,536,000.00.

FISCAL IMPACT:

Bid Package 1 - GRADING & UTILITIES	\$ 1,129,738
Bid Package 2 - CONCRETE	\$ 980,141
Bid Package 3 - GENERAL CONTRACTOR	\$ 2,536,000
PROLINE BUILDING PACKAGE	\$ 934,022
PLAYGROUND / SPLASH PAD	\$ 379,605
TIMBER PLAY STRUCTURE	\$ 53,170
DOCKS / LIFTS	\$ 222,475
CM REIMBURSABLES	\$ 589,900
CM INSURANCE (1% of CM cost)	\$ 5,899
CM FEE (3.5%)	\$ 239,083
FF&E	\$ 83,600
ROW DOCK	\$ 115,000
ARTWORK @ ERG ROOM	\$ 10,000
SIGNAGE	\$ 250,000
TESTING / INSPECTIONS	\$ 25,000
DESIGN FEES	\$ 834,120
CONTINGENCY	\$ 200,000
FUNDRAISING COSTS	\$ 125,000
GRAND TOTAL - BASE BID	\$ 8,712,753

<u>Funding Source:</u>	Great Outdoors Foundation Fundraising Campaign:	\$8,100,000
	Polk County Land & Water Legacy Bond:	<u>\$ 612,753</u>
	TOTAL:	\$8,712,753

PREVIOUS BOARD ACTION(S):

Date: December 14, 2022

Roll Call: 22-1214 (Yea – 5)

Action: Public Hearing rejecting all bids after considering plans, specifications, form of contract, engineer's estimate, and bid for the construction of the Athene North Shore Recreation Area at Easter Lake Park.

Date: December 12, 2021

Roll Call: 21-1212 (Yea - 4, Absent – 1)

Action: Approving both agreements with Shive-Hattery and Hansen Company and Polk County Conservation Board for Professional Design Services and Construction Management Services for the Easter Lake North Shore Development Project for a total of \$732,000.

RECOMMENDATION:

Approving Award of Contract for plans, specifications, form of contract documents and engineer's estimate designating the lowest responsible bidder for the Site Grading/Utilities Bid, Concrete Bid, and General Contractor Bid for the construction of the Athene North Shore Recreation Area at Easter Lake Park and designating the Director to sign the said agreements.

SHIVEHATTERY

ARCHITECTURE + ENGINEERING

Project Name: Athene North Shore Recreation Area at Easter Lake

Bid Date & Time: March 01, 2023 at 2pm

Bid Package 1 Site Grading and Utilities

\$1,160,000

Location: Des Moines, Iowa

S-H Project No.: 4215430

Name and Address of Bidder	BID SECURITY PROVIDED 5% (put "X" in box)	ADDENDUM 1 & 2 #3 ACKNOWLEDGED (put "X" in box)	BIDDER STATUS FORM 00 4100.01 (put "X" in box)	AUTHORIZATION TO TRANSACTION BUSINESS 00 4100.02 (put "X" in box)	NON-COLLUSION AFFIDAVIT 00 4100.03 (put "X" in box)	TOTAL BID Bid Package 1 Site Grading & Utilities
Elder	X	X	X	X	X	\$1,417,800
Linn Co. (St. Paul)	X	X	X	X	X	\$1,129,738
MaAnich	X	#1 #2 only	X	X	X	\$1,249,198

SHIVEHATTERY

CLIA ARCHITECTURE+ENGINEERING
 Project Name: Athene North Shore Recreation Area at Easter Lake
 Bid Date & Time: March 01, 2023 at 2pm

Bid Package 2 Concrete

\$902,000

Location: Des Moines, Iowa
 S-H Project No.: 4215430

Name and Address of Bidder	BID SECURITY PROVIDED 5% (put "X" in box)	ADDENDUM 1 & 2 ACKNOWLEDGED (put "X" in box)	BIDDER STATUS FORM 00 4100.01 (put "X" in box)	AUTHORIZATION TO TRANSACTION BUSINESS 00 4100.02 (put "X" in box)	NON-COLLUSION AFFIDAVIT 00 4100.03 (put "X" in box)	BASE BID Bid Package 2 Concrete	Unit Price 1 Lean Concrete	Unit Price 2 Structural Fill	TOTAL BID
Caliber	X	1,2,3	X	X	X	\$1,448,000	\$1,000/CY	\$1,000/CY	
Alekhine Nehring	X	1,2,3	X	missing	X	\$909,411	\$110/CY	\$116/CY	

SHIVEHATTERY

ARCHITECTURE+ENGINEERING

Project Name: Athene North Shore Recreation Area at Easter Lake

Bid Date & Time: March 01, 2023 at 2pm

Bid Package 3 General Contractor

Location: Des Moines, Iowa

S-H Project No.: 4215430

\$2,900,000

Name and Address of Bidder	BID SECURITY PROVIDED 5% (put "X" in box)	ADDENDUM 1 & 2 ACKNOWLEDGED (put "X" in box)	BIDDER STATUS FORM 00 4100.01 (put "X" in box)	AUTHORIZATION TO TRANSACTION BUSINESS 00 4100.02 (put "X" in box)	NON-COLLUSION AFFIDAVIT 00 4100.03 (put "X" in box)	Allowance 1 Door Hardware Acknowledged (put "X" in box)	Allowance 2 Rainwater Harvesting Acknowledged (put "X" in box)	TOTAL BID Bid Package 3 General Contractor
Edge Commercial	X	1,2,3	X	X	X	included	included	\$2,674,800
Graphite	X	1,2,3	X	X	X	Acknow.	Acknow.	\$2,249,000
Lansink Const.	X	1,2,3	X	X	X	Acknow.	Acknow.	\$2,536,000

March 3, 2023

Polk County Conservation
Attn: Rich Leopold
Polk County Administrative Building
111 Court Ave
Des Moines, IA 50309

RE: Athene North Shore Recreation Area at Easter Lake

Dear Mr. Leopold,

Bids were received on March 1, 2023 for the above referenced project.

- Three (3) bids were received for bid package #1
- Two (2) bids were received for bid package #2
- Three (3) bids were received for bid package #3

We support Polk County Conservation Board waiving irregularities and awarding the project to the following bidders for bid packages one and two based on their lowest responsible responsive bids.

- Bid Package #1 - LinnCo, Inc.: \$1,129,738.00
- Bid Package #2 - Nehring Construction, Inc.: \$980,141.00
 - o Unit price to over-excavate and fill under foundations if unsuitable soils are found:
 - Lean concrete unit price: \$110/CY
 - Structural fill unit price: \$116/CY

We have reviewed the bid submission from Lansink Construction, Inc. for bid package three and find they appear qualified to perform the Work.

- Bid Package #3 - Lansink Construction, Inc.: \$2,536,000.00
 - o General door hardware allowance: \$5,000.00
 - o Rainwater harvesting system allowance: \$2,000.00

This award is subject to submittal of acceptable bonds and insurance.

Once approval from the board is obtained on March 8, 2023, please contact our office and we will proceed with obtaining the agreement, bonds, and insurance.

We look forward to continuing our work with Polk County Conservation and beginning work with the awarded contractors on this project. Please call our office if you have any questions or comments regarding the above project.

Sincerely,

SHIVE-HATTERY, INC.



Emily Naylor, Project Manager

Enclosure: Bid Tabulation

[Project #4215430](#)



**Date**

March 8, 2023

Item No.**ACTION****Roll Call No.****23-0317****Submitted by:****Ron VanDenBroeke
CMO Manager****AGENDA HEADING:**

Awarding the funding for removal, replacement, and updates to the water and electrical service of Shelters #2 and #6 at Jester Park in an amount not to exceed \$160,097.63.

INFORMATION:

As part of the improvement plan for Jester Park, an inspection and evaluation of the shelters was completed. Shelter #2 and Shelter #6 were found to require extensive repair. The concrete floors are cracked and heaving causing trip hazards. Also, the support columns are rotting at the bases, and the open ceilings have rotten and are home to many bats. The bats are attracted to the old shelters and are causing sanitation issues for park users.

After the Construction Maintenance and Operations Department (CMO) had the opportunity to inspect these buildings, it was determined that the cost of labor hours and materials exceeded the value of the current structures. CMO acquired bids for the replacement of the two shelters and site upgrades for power and water. To further reduce the cost of replacing the structures, CMO will complete most of the construction with in-house labor and contract the concrete flat work. The demolition of the buildings, concrete removal, and site preparation will be completed by CMO, and the concrete recycled in-house.

The best shelter material price came from our government sourcing program called Sourcewell. The low bids for concrete and water service are listed below, along with costs associated with in-house supplies and equipment:

Company	Project	Amount
Poligon Building	Sourcewell Bid (24x44)	\$103,818.80
Septics and More, Inc.	Hydrant & Water to Shelter #2	\$2,332.50
In-House	Electric Underground to Shelter #2	\$2,500.00
In-House	Electric inside #2 & #6	\$5,975.00
In-House	Demolition Waste Disposal	\$2,400.00
In-House	Concrete Footings	\$9,980.00
In-House	Rental of Telehandler & Lift	\$4,425.00
Davenport Concrete	(2) 28x48 concrete slabs	\$14,112.00
10% Contingency		\$14,543.30
Total		\$160,097.63

FISCAL IMPACT:

Amount: \$160,097.63

Funding Source: Polk County Water and Land Legacy Bond 2022

PREVIOUS BOARD ACTION(S): None

Below is a summary of all bids that were received highlighting the low bidder:

Company	Project	Amount
Poligon Building	Sourcewell Bid for (2) 24x44 Building	\$103,818.80
Boland Recreation	Bid for (2) 24x44 Building	\$113,780.00
Septics and More, Inc.	Hydrant & Water to Shelter #2	\$2,332.50
Davenport Concrete	(2) 28x48 Concrete Slabs	\$14,112.00
Absolute Group	(2) 28x48 Concrete Slabs	\$14,784.00
In-House	Concrete Footings	\$9,980.00
Duke Rental	Equipment Rental	\$6,615.00
Mid-Country	Equipment Rental	\$4,425.00
Aspen Waste	Roll off Dumpsters	\$2,400.00
Waste Management	Roll off Dumpsters	\$3,300.00
In-House - Menards	Electrical, disconnects, & lighting	\$5,975.00
In-House - 3E	Underground Electrical	\$2,500.00

RECOMMENDATION:

Awarding the funding for removal, replacement, and updates to the water and electrical service of Shelters #2 and #6 at Jester Park in an amount not to exceed \$160,097.63 and authorizing the Director or their designee to sign said agreements and contracts.

	Date	March 08, 2023
	Item No. CLOSED SESSION Roll Call No. 23-0318 Submitted by:	

AGENDA HEADING:

Action from Closed Session discussion of land acquisition opportunities.

INFORMATION:

Polk County Conservation has the opportunity to acquire land with excellent conservation potential at several locations within Polk County. Cost-share opportunities may be available to assist with acquisition and restoration expenses. Nearby PCC landholdings add additional interest to these properties.

FISCAL IMPACT: TBD

PREVIOUS BOARD ACTION(S):

Date:

Roll Call:

Action:

RECOMMEDATION:

Direct staff to proceed on these land acquisition opportunities based on information presented and pursuant to Board discussion.