



BOARD MEETING

February 10, 2021

5:30 p.m.

Join Zoom Meeting

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

PASSCODE: 1234

Meeting ID: **443 275 6020**

-OR-

One tap mobile

+13126266799, 4432756020# US (Chicago)

AGENDA

- 1) **Roll Call**
- 2) **Public Comments**
- 3) **Financial Reports**
- 4) **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.

- 5) **Approving** bill list.
- 6) **Approving** agreement with the Iowa Department of Transportation for federal aid from Iowa's Transportation Alternatives Program for the Trestle-to-Trestle Bridge replacement.
- 7) **Approving** extension of COVID-19 relief to the Jester Park Lodge Guest Services Management Agreement through April 30, 2021 and waiving the minimum guarantee of \$100,000 for calendar year 2020.
- 8) **Ratifying** electronic vote approving the exterior renovation work at the former church shelter at Easter Lake Park for a total cost not to exceed \$18,500 to Sunset Builders, LLC.
- 9) **Accepting** the highest bids for Chichaqua Bottoms Greenbelt, Eagle Roost, and Adelphi crop ground rental for the 2021 cropping season.
- 10) **Awarding** lowest contractor bid for tree removal at Easter Lake Park to J. Pettiecord, Inc. in a contracted amount of \$18,400.
- 11) **Approving** Professional Services Agreement with The Trust for Public Lands to complete a Conservation Finance Feasibility study for a total cost not to exceed \$25,000.00.
- 12) **Approving** Change Order to Xtreme Tree for additional Derecho storm damage work at Jester Park Golf Course in an amount not to exceed \$5,000.

ACTION ITEMS

- 13) Approving** revisions of the Polk County Conservation Board Bylaws – Second Vote.
- 14) Approving** Transportation Alternatives Program (TAP) grant application for and intent to provide 20% matching funding for 2025 TAP funding for the Polk City to High Trestle Trail connection.
- 15) Approving** the Wellmark Foundation 2021 Large Match Grant application for trails at Copper Creek Park.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

16) Land Acquisition

ADJOURNMENT

Upcoming Events

- February 13 & 14: Sweetheart Sleigh Rides @ Equestrian Center
- February 18: GOF Board Meeting @ 8 a.m. via Zoom
- March PCC Board Meeting – Wed, 3-10-21, 5:30 PM

For more information on agenda items or to receive an accommodation to participate in a meeting, hearing, service, program or activity conducted by this office, please contact Polk County Conservation Office at 515-323-5300 or visit the office (12130 NW 128th St, Granger, Iowa). The information identified on this agenda may be obtained in accessible formats by qualified persons with a disability. PCCB meeting agendas are available to the public at the Polk County Conservation Office on Monday afternoon preceding Wednesday's Board meeting. Citizens can also view the Board agenda on Agency's website at www.leadingyououtdoors.org or request to receive meeting notices and agendas by email by calling the office or sending their request via email to pccb_info@polkcountyiowa.gov

2020- 2021 Revenue Budget
- as of 01/31/20 (58.33% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0213	Equipment	\$ 5,000	\$ 49,382	\$ (44,382)	987.6%
6006	Environmental Ed	\$ 80,000	\$ 57,993	\$ 22,007	72.5%
6009	Natural Resources	\$ 54,000	\$ 135,944	\$ (81,944)	251.7%
6101	Administration	\$ 20,600	\$ 3,650	\$ 16,950	17.7%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ 1,000,000	\$ 122,024	\$ 877,976	0.0%
6110	Parks Advocacy Unit	\$ 542,500	\$ 389,575	\$ 152,925	71.8%
6118	Fleet Services	\$ -	\$ 6,512	\$ (6,512)	
6119	Construction/Maint.	\$ -	\$ 1,500	\$ (1,500)	0.0%
6124	Equestrian Center	\$ 215,000	\$ 92,260	\$ 122,740	42.9%
Sub-Total - General Fund 1		\$ 1,917,100	\$ 858,840	\$ 1,058,260	44.8%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 100,000	\$ 21,510	\$ 78,490	0.0%
6126	Mitigation Banking	\$ -	\$ -	\$ -	0.0%
6127	Miscellaneous	\$ 11,000	\$ 10,895	\$ 105	99.0%
6128	Cabins	\$ 100,500	\$ 104,235	\$ (3,735)	103.7%
6129	Laurisden Skatepark	\$ -	\$ -	\$ -	0.0%
Sub-Total - General Fund 6		\$ 211,500	\$ 136,639	\$ 74,861	64.6%
REAP - Fund 26					
0211	Resource Enhancement	\$ 101,000	\$ 109,499	\$ (8,499)	108.4%
Reserve - Fund 50					
0210-0214	Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 367,000	\$ 500,235	\$ (133,235)	136.3%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 304,000	\$ 156,657	\$ 147,343	51.5%
Sub-Total - Enterprises Fund 286		\$ 304,000	\$ 156,657	\$ 147,343	51.5%
Grand Total - Conservation		\$ 2,900,600	\$ 1,761,869	\$ 1,138,731	60.7%

2020 - 2021 Expense Budget
- as of 01/31/20 (58.33% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0213	Equipment	\$ 280,000	\$ 381,743	\$ (101,743)	136.3%
6006	Environmental Ed	\$ 687,549	\$ 383,619	\$ 303,930	55.8%
6009	Natural Resources	\$ 1,055,119	\$ 704,899	\$ 350,220	66.8%
6101	Administration	\$ 1,107,678	\$ 647,461	\$ 460,217	58.5%
6103	Community Outreach	\$ 185,354	\$ 99,826	\$ 85,528	53.9%
6104	Conservation Grants-2018 Flood	\$ 800,000	\$ 223,191	\$ 576,809	0.0%
6110	Parks Advocacy Unit	\$ 1,240,797	\$ 758,457	\$ 482,340	61.1%
6118	Fleet Services	\$ 524,983	\$ 304,193	\$ 220,790	57.9%
6119	Construction/Maint.	\$ 683,757	\$ 445,530	\$ 238,227	65.2%
6124	Equestrian Center	\$ 627,493	\$ 375,061	\$ 252,432	59.8%
Sub-Total - General Fund 1		\$ 7,192,730	\$ 4,323,981	\$ 2,868,749	60.1%
6125	JP Lodge	\$ 75,000	\$ 101,815	\$ (26,815)	135.8%
6126	Mitigation Banking	\$ 0	\$ 0	\$ 0	0.0%
6127	Miscellaneous	\$ 25,000	\$ 12,484	\$ 12,516	49.9%
6128	JP Cabins	\$ 60,371	\$ 44,121	\$ 16,250	73.1%
6129	Laurisden Skatepark	\$ 0	\$ 258	\$ (258)	0.0%
Sub-Total - General Fund 6		\$ 160,371	\$ 158,678	\$ 1,693	98.9%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,521,671	\$ 825,507	\$ 696,164	54.3%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ 94,300	\$ 58,965	\$ 35,335	62.5%
REAP - Fund 26					
0211	Resource Enhancement	\$ 107,069	\$ 2,084	\$ 104,986	1.9%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 2,524,641	\$ 2,059,593	\$ 465,048	81.6%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 325,000	\$ 105,170	\$ 219,830	32.4%
Sub-Total - Enterprises Fund 286		\$ 325,000	\$ 105,170	\$ 219,830	32.4%
Grand Total - Conservation		\$ 11,925,782	\$ 7,533,978	\$ 4,391,804	63.2%

PCWLL EXPENDITURES AS OF :

January 31, 2021

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKEN)	\$ 49,851	\$ 99,643	\$ -	\$ 865,150	\$ 94,142	\$ 175	\$ (809,974)	\$ 149,494	\$ (0)	DONE
C06-6134	CBG SHAW ACQUISITION	\$ 432,776	\$ -	\$ -	\$ -	\$ -	\$ 691,636	\$ (258,860)	\$ 432,776	\$ 0	DONE
C08-6142	JESTER PARK CABINS	\$ 687,625	\$ -	\$ -	\$ 687,625	\$ -	\$ -	\$ -	\$ 687,625	\$ 0	DONE
C11-6205	CVT CONN-BONDURANT TO NE 29TH	\$ 1,265,051	\$ 30,683	\$ -	\$ 1,954,413	\$ 131,607	\$ 7,262	\$ (797,548)	\$ 1,295,734	\$ (0)	DONE
C12-6213	CBG WELL REPLACEMENT	\$ 73,859	\$ -	\$ -	\$ 71,746	\$ 150	\$ 1,963	\$ -	\$ 73,859	\$ 0	DONE
C12-6214	CBG OBSERVATION DECK	\$ 89,040	\$ -	\$ -	\$ 77,840	\$ 11,200	\$ -	\$ -	\$ 89,040	\$ (0)	DONE
C12-6218	JP EQUIPMENT MAINTENANCE BLDG RELOCATION	\$ 406,291	\$ 13,762	\$ -	\$ 420,053	\$ -	\$ -	\$ -	\$ 420,053	\$ (0)	DONE
C12-6219	EC IMPROVEMENTS	\$ 10,671	\$ -	\$ -	\$ 7,253	\$ 3,418	\$ -	\$ -	\$ 10,671	\$ 0	DONE
C12-6220	4-MILE CREEK WATERSHED	\$ 20,309	\$ -	\$ 1,077,061	\$ -	\$ 20,309	\$ -	\$ -	\$ 20,309	\$ 0	DONE
C12-6221	JP NATURE CENTER	\$ 363,349	\$ 3,636,651	\$ 1,000,000	\$ 8,077,560	\$ 2,073,148	\$ 506,700	\$ (4,124,623)	\$ 6,532,784	\$ (1,032,784)	\$ 143,642
C12-6222	CBG MASTER PLAN	\$ 87,000	\$ 484,185	\$ 303,709	\$ 201,148	\$ 369,249	\$ 1,560	\$ -	\$ 571,956	\$ (0)	
C12-6223	ACKELSON TRAIL PHASE I (fkn EL Trail Phase I)	\$ 1,083,651	\$ -	\$ 189	\$ 903,781	\$ 176,108	\$ 3,951	\$ -	\$ 1,083,840	\$ 0	DONE
C12-6224	ACKELSON TRAIL PHASE II (fka EL Trail Phase II)	\$ 644,718	\$ 93,918	\$ -	\$ 1,066,959	\$ 216,221	\$ 15,457	\$ (560,000)	\$ 738,636	\$ (0)	DONE
C12-6225	ACKELSON TRAIL PHASE III (fka EL Trail Phase III)	\$ 52,661	\$ 941,136	\$ -	\$ 3,906,577	\$ 580,827	\$ 9,891	\$ (1,940,951)	\$ 2,556,344	\$ (0)	\$ -
C12-6226	FDM POND IMPROVEMENTS & SEDIMENT BASIN	\$ 679,065	\$ 49,386	\$ -	\$ 769,399	\$ 136,036	\$ 23,016	\$ (200,000)	\$ 728,451	\$ 0	DONE
C12-6227	FDM PARK IMPR-SHELTER/TRAILS/PENINSULA	\$ 121,175	\$ 1,364,205	\$ -	\$ 1,044,826	\$ 203,713	\$ 340,277	\$ (103,437)	\$ 1,485,380	\$ 0	DONE
C12-6228	JP PARK IMPROVEMENTS-CAMP AREA #2 ELECTRIC	\$ 382,911	\$ -	\$ -	\$ 336,945	\$ 30,450	\$ 15,516	\$ -	\$ 382,911	\$ (0)	DONE
C12-6229	HTT CONNECTOR TO GLW (fka Neal Smith)	\$ 9,800	\$ 1,404	\$ 350	\$ -	\$ 11,554	\$ -	\$ -	\$ 11,554	\$ (0)	DONE
C12-6230	TM CAMP CREEK STABILIZATION	\$ 1,027,125	\$ 38,682	\$ -	\$ 867,694	\$ 198,000	\$ 113	\$ -	\$ 1,065,807	\$ (0)	DONE
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE	\$ 56,574	\$ 57,371	\$ 160,055	\$ 43,175	\$ 57,553	\$ 24,712	\$ (1,205)	\$ 124,236	\$ (0)	
C12-6232	YB PARK IMPROVEMENTS	\$ 55,797	\$ 626,772	\$ 500,000	\$ 427,935	\$ 143,513	\$ 160,873	\$ (209,981)	\$ 522,341	\$ 794,981	
C19-6323	YB SHOP BUILDING				\$ 79,758		\$ 5,490		\$ 85,247	\$ (70,113)	
C19-6338	YB CABINS	\$ -	\$ -	\$ -	\$ -	\$ 17,109	\$ 1,280	\$ -	\$ 18,389	\$ (18,389)	
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	\$ 33,720	\$ 126,863	\$ 491,282	\$ 121,539	\$ 20,500	\$ 8,052	\$ -	\$ 150,091	\$ (0)	DONE
C12-6234	JP ENTRANCE RELOCATION	\$ 352,768	\$ 743,313	\$ -	\$ 946,670	\$ 122,707	\$ 37,197	\$ -	\$ 1,106,573	\$ 0	DONE
C12-6235	CBG WOOSLEY PROPERTY	\$ 2,200	\$ 516,683	\$ -	\$ -	\$ -	\$ 518,883	\$ -	\$ 518,883	\$ (0)	DONE
C12-6236	CBG MENDENHALL ACQUISITION	\$ 681,167	\$ -	\$ -	\$ -	\$ -	\$ 681,167	\$ -	\$ 681,167	\$ 0	DONE
C12-6237	CXT VAULT TOILETS	\$ 64,133	\$ 106,807	\$ 144,060	\$ -	\$ -	\$ 268,927	\$ -	\$ 268,927	\$ 46,073	
C12-6238	CBG WETLANDS/DRAINAGE RESTORATION	\$ 67,221	\$ 303,836	\$ 277,474	\$ 521,244	\$ 147,214	\$ 10,380	\$ (100,000)	\$ 578,837	\$ (0)	DONE
C12-6239	YB DAM REPAIRS	\$ 898,097	\$ -	\$ -	\$ 775,964	\$ 112,507	\$ 9,626	\$ -	\$ 898,097	\$ 0	DONE
C12-6240	BEAVER CREEK LAND ACQUISITION	\$ 93,469	\$ -	\$ -	\$ -	\$ 457	\$ 93,012	\$ -	\$ 93,469	\$ 0	DONE
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$ 200,237	\$ 615,221	\$ 829,542	\$ 1,102,805	\$ -	\$ -	\$ -	\$ 1,102,805	\$ 531,703	
C12-6243	CAMP CREEK-MILLER/RIST LAND ACQUISITION	\$ 342,197	\$ 3,408	\$ -	\$ -	\$ -	\$ 345,605	\$ -	\$ 345,605	\$ -	DONE
C12-6244	CBG AIRPORT 16 ACQUISITION	\$ 75,588	\$ -	\$ -	\$ -	\$ -	\$ 75,588	\$ -	\$ 75,588	\$ -	DONE
C12-6245	YB ALITZ PROPERTY ACQUISITION	\$ 298,950	\$ -	\$ -	\$ -	\$ -	\$ 298,950	\$ -	\$ 298,950	\$ 0	DONE
C12-6246	CBG FREELAND LAND ACQUISITION	\$ 204,437	\$ -	\$ -	\$ -	\$ -	\$ 204,437	\$ -	\$ 204,437	\$ -	DONE
C12-6247	CBG AIRPORT 60 LAND ACQUISITION	\$ 242,087	\$ (60,638)	\$ -	\$ -	\$ -	\$ 246,099	\$ (64,650)	\$ 181,449	\$ 0	DONE
C12-6248	CBG EVERLY PROPERTY-NO SALE APPRAISAL ONLY	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ 1,200	\$ -	DONE

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C12-6249	BROWN'S WOODS TRAILHEAD IMPROVEMENTS	\$ 49,882	\$ 77,804	\$ -	\$ 89,387	\$ 5,225	\$ 33,075	\$ -	\$ 127,686	\$ (0)	DONE
C12-6250	YB PRIEST PROPERTY ACQUISITION	\$ 321,640	\$ 11,775	\$ -	\$ -	\$ -	\$ 333,415	\$ -	\$ 333,415	\$ -	DONE
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$ 339,492	\$ 330,508	\$ 100,000	\$ -	\$ 71,893	\$ 688,513	\$ (173,200)	\$ 587,206	\$ 183,523	
C13-6251	OVERALL PROGRAM MANAGEMENT	\$ 43,095	\$ (3,095)	\$ 20,000	\$ -	\$ 43,095	\$ -	\$ -	\$ 43,095	\$ 0	DONE
C13-6252	EL LODGE CONSTRUCTION	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C13-6253	TM ACCESSIBLE TRAIL AROUND POND	\$ 165,338	\$ -	\$ -	\$ 94,351	\$ -	\$ 70,987	\$ -	\$ 165,338	\$ (0)	DONE
C13-6254	TM OVERLIN PROPERTY ACQUISITION	\$ 74,257	\$ -	\$ -	\$ -	\$ -	\$ 74,257	\$ -	\$ 74,257	\$ -	DONE
C13-6255	MALLY'S STREAMBANK STABILIZATION	\$ 400	\$ (400)	\$ 400	\$ -	\$ 400	\$ 311	\$ -	\$ 711	\$ (0)	DONE
C13-6256	PCWLL PUBLIC AWARENESS	\$ 2,723	\$ (2,723)	\$ 11,797	\$ -	\$ -	\$ 11,797	\$ -	\$ 11,797	\$ 25,000	
C13-6258	NATURAL AREA RESTORATIONS	\$ 8,481	\$ 289,156	\$ 1,479,125	\$ -	\$ 5,720	\$ 626,514	\$ (25,000)	\$ 607,234	\$ 1,037,490	
C13-6259	JP ORWC	\$ 4,200	\$ (4,200)	\$ 4,200	\$ -	\$ 4,200	\$ 23,983	\$ -	\$ 28,183	\$ 0	DONE
C13-6261	ANKENY HTT EXTENSION TO DSM	\$ 908,585	\$ -	\$ -	\$ -	\$ -	\$ 3,073,585	\$ (2,165,000)	\$ 908,585	\$ 0	DONE
C13-6262	EL J.C. WHITE PROPERTY	\$ 187,685	\$ 8,913	\$ 1,050	\$ -	\$ -	\$ 289,857	\$ (92,209)	\$ 197,648	\$ (0)	DONE
C13-6263	CVT SPUR TO MALLY'S	\$ 1,100	\$ 150,837	\$ -	\$ 87,283	\$ 49,957	\$ 14,697	\$ -	\$ 151,937	\$ 0	DONE
C13-6265	YB BANE PROPERTY	\$ 238,750	\$ 24,374	\$ -	\$ -	\$ -	\$ 263,124	\$ -	\$ 263,124	\$ (0)	DONE
C14-6268	EL DIKES/DREDGING/WATER QUALITY	\$ 230,289	\$ 2,364,456	\$ 255	\$ 6,530,936	\$ 1,136,944	\$ 486,867	\$ (4,478,758)	\$ 3,675,988	\$ (0)	
C14-6269	FDSM CLASSROOM	\$ 12,873	\$ (12,873)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	DONE
C14-6270	EL COVERED BRIDGE IMPROVEMENTS	\$ 62,714	\$ -	\$ -	\$ 56,920	\$ -	\$ 5,794	\$ -	\$ 62,714	\$ 0	DONE
C14-6271	CBG KAL-DEN FARMS PROPERTY	\$ 100,090	\$ (20,000)	\$ -	\$ -	\$ -	\$ 143,590	\$ (63,500)	\$ 80,090	\$ 0	DONE
C14-6272	EL RAIN GARDENS	\$ 15,379	\$ (8,983)	\$ -	\$ -	\$ -	\$ 28,874	\$ (22,478)	\$ 6,396	\$ (0)	DONE
C14-6274	CONSERVATION CORPS	\$ 48,898	\$ 152,702	\$ 483,238	\$ -	\$ -	\$ 816,004	\$ -	\$ 816,004	\$ 0	
C14-6275	GWT-BILL RILEY TRAIL	\$ 22,672	\$ 160,641	\$ -	\$ 138,984	\$ 44,285	\$ 44	\$ -	\$ 183,313	\$ 0	DONE
C14-6276	CBG SMITH PROPERTY	\$ 34,687	\$ 124,738	\$ -	\$ -	\$ -	\$ 159,425	\$ -	\$ 159,425	\$ -	DONE
C15-6277	WATER QUALITY	\$ -	\$ -	\$ 1,093,355	\$ -	\$ 1,800	\$ 1,277,843	\$ -	\$ 1,279,643	\$ 279,166	\$ 100,000
C15-6278	CBG HALE POND REPAIR	\$ -	\$ 37,051	\$ -	\$ 36,825	\$ 226	\$ -	\$ -	\$ 37,051	\$ -	DONE
C15-6279	DNR WATER REC ACCESS GRANT-FDM	\$ -	\$ 7,105	\$ 45	\$ -	\$ -	\$ 28,600	\$ (21,450)	\$ 7,150	\$ -	DONE
C15-6281	TM STROSAHL	\$ -	\$ 360,475	\$ -	\$ -	\$ -	\$ 360,475	\$ -	\$ 360,475	\$ -	DONE
C16-6282	4-MILE CREEK MASTER PLAN	\$ -	\$ -	\$ 62,000	\$ -	\$ 62,000	\$ 1,407	\$ -	\$ 63,407	\$ 0	DONE
C16-6283	TM MURRAY PROPERTY	\$ -	\$ 211,045	\$ -	\$ -	\$ -	\$ 246,045	\$ (35,000)	\$ 211,045	\$ -	DONE
C16-6284	YB MILLER PROPERTY	\$ -	\$ 2,655	\$ 700	\$ -	\$ -	\$ 3,355	\$ -	\$ 3,355	\$ -	DONE
C16-6285	CBG KIMBERLY FARMS PROPERTY	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 4,500	\$ (62,000)	\$ (57,500)	\$ 58,000	DONE
C16-6286	EL DELANEY PROPERTY	\$ -	\$ 5,122	\$ -	\$ -	\$ -	\$ 5,122	\$ -	\$ 5,122	\$ -	DONE
C16-6287	EC MASTER PLAN IMPROVEMENTS	\$ -	\$ 500,000	\$ 17,866	\$ 468,119	\$ 2,526	\$ 47,221	\$ -	\$ 517,866	\$ 0	DONE
C16-6288	EL CHURCH PROPERTY	\$ -	\$ 35,615	\$ 92,019	\$ -	\$ -	\$ 127,634	\$ -	\$ 127,634	\$ -	DONE
C17-6289	4-MILE WILSON PROPERTY	\$ -	\$ 52,792	\$ -	\$ -	\$ -	\$ 52,792	\$ -	\$ 52,792	\$ -	DONE
C17-6290	CG CLUBHOUSE RENOVATIONS	\$ -	\$ 8,829	\$ 391,171	\$ 325,288	\$ 68,279	\$ 6,433	\$ -	\$ 400,000	\$ -	
C17-6291	4-MILE BAIN PROPERTY	\$ -	\$ 336,054	\$ 210,989	\$ -	\$ -	\$ 547,043	\$ -	\$ 547,043	\$ 0	DONE
C17-6292	CBG MORGAN PROPERTY	\$ -	\$ 372,200	\$ -	\$ -	\$ -	\$ 372,200	\$ -	\$ 372,200	\$ -	DONE

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C17-6293	4-MILE TRAILS END PROPERTY	\$ -	\$ 3,500	\$ 1,311,550	\$ -	\$ -	\$ 1,315,050	\$ -	\$ 1,315,050	\$ (0)	DONE
C17-6295	CVT CONN-NE 29TH TO BROADWAY	\$ -	\$ 83,885	\$ 429,000	\$ 302,302	\$ 131,525	\$ -	\$ -	\$ 433,827	\$ 0	
C17-6296	BEAVER CREEK WATERSHED IMPROVEMENTS	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	DONE
C17-6297	CBG-DYKSTRA PROPERTY	\$ -	\$ -	\$ 320,915	\$ -	\$ 6,845	\$ 590,416	\$ (268,033)	\$ 329,227	\$ (0)	DONE
C17-6298	CBG-VEASMAN PROPERTY	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ 500	\$ -	DONE
C17-6299	CBG-K KIMBERLY PROPERTY	\$ -	\$ -	\$ 592,623	\$ -	\$ -	\$ 594,851	\$ (232,102)	\$ 362,749	\$ 232,102	DONE
C18-6302	WETLAND BANKING	\$ -	\$ -	\$ 49,384	\$ -	\$ 140,341	\$ 157,706	\$ -	\$ 298,047	\$ (30,375)	
C18-6303	CBG-PROPERTY 18	\$ -	\$ -	\$ 950	\$ -	\$ -	\$ 950	\$ -	\$ 950	\$ -	DONE
C18-6304	4-MILE O'MARA PROPERTY	\$ -	\$ -	\$ 4,400	\$ -	\$ -	\$ 4,400	\$ -	\$ 4,400	\$ -	DONE
C18-6305	YB PORTER PROPERTY	\$ -	\$ -	\$ 151,181	\$ -	\$ -	\$ 151,519	\$ -	\$ 151,519	\$ 0	DONE
C18-6306	YB JACK MILLER PROPERTY	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ -	DONE
C18-6307	EL HAGER PROPERTY	\$ -	\$ 505,316	\$ -	\$ -	\$ -	\$ 505,316	\$ -	\$ 505,316	\$ -	DONE
C18-6309	EAGLE ROOST GOODHUE	\$ -	\$ 2,421	\$ 79	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -	DONE
C18-6310	EAGLE ROOST JOHNSON	\$ -	\$ 1,250	\$ -	\$ -	\$ -	\$ 1,250	\$ -	\$ 1,250	\$ -	
C18-6312	MISCELLANEOUS LAND	\$ -	\$ -	\$ 16,945	\$ -	\$ 5,067	\$ 56,147	\$ -	\$ 61,214	\$ 18,698	
C18-6313	EASTER LAKE CAMPGROUND	\$ -	\$ 4,336	\$ -	\$ -	\$ 9,622	\$ -	\$ -	\$ 9,622	\$ 353,501	
C18-6314	JESTER PARK LODGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (851)	\$ -	\$ (851)	\$ (0)	
C19-6318	NR SHOP	\$ -	\$ -	\$ 2,000,000	\$ 1,840,778	\$ 11,293	\$ 232,759	\$ -	\$ 2,084,830	\$ (84,830)	
C19-6319	CBG - RANGER HOUSE	\$ -	\$ -	\$ -	\$ 227,847	\$ -	\$ 29,975	\$ -	\$ 257,822	\$ 45,116	
C19-6320	T2T BRIDGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C19-6324	4-MILE GREENWAY RESTORATION	\$ -	\$ -	\$ -	\$ 107,522	\$ 19,204	\$ 1,460	\$ -	\$ 128,186	\$ (14,634)	
C19-6325	CBG-SPRAGUE PROPERTY	\$ -	\$ -	\$ 116,099	\$ -	\$ 338	\$ 115,761	\$ -	\$ 116,099	\$ (0)	
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,444	\$ -	\$ 24,444	\$ (0)	
C19-6328	MALLY'S WILLIAMSON	\$ -	\$ -	\$ 120,913	\$ -	\$ -	\$ 120,913	\$ -	\$ 120,913	\$ -	
C19-6330	YB - DEBOEF PROPERTY	\$ -	\$ -	\$ 57,836	\$ -	\$ -	\$ 57,836	\$ -	\$ 57,836	\$ 0	
C19-6331	YB- DEATON	\$ -	\$ -	\$ 44,804	\$ -	\$ -	\$ 45,176	\$ -	\$ 45,176	\$ 0	
C19-6334	CBG LANE PROPERTY	\$ -	\$ -	\$ 568,705	\$ -	\$ -	\$ 578,705	\$ (53,381)	\$ 525,324	\$ 43,381	
C19-6337	JP BIOCELLS	\$ -	\$ -	\$ -	\$ 24,129	\$ -	\$ 19,020	\$ -	\$ 43,149	\$ (0)	
C20-6341	CBG/DAN MILLER PROPERTY	\$ -	\$ -	\$ 204,529	\$ -	\$ -	\$ 204,529	\$ -	\$ 204,529	\$ 0	
C20-6342	YB/PUJA PROPERTY	\$ -	\$ -	\$ 10,031	\$ -	\$ -	\$ 10,031	\$ -	\$ 10,031	\$ -	
C20-6343	4-MILE/SLEEP HOLLOW	\$ -	\$ -	\$ 208,662	\$ -	\$ -	\$ 200	\$ -	\$ 200	\$ 208,462	
C20-6344	MALLY'S/RANKIN	\$ -	\$ -	\$ 1,850	\$ -	\$ -	\$ 1,850	\$ -	\$ 1,850	\$ -	
C20-6345	JESTER PARK CAMPGROUND #1 IMPROVEMENTS	\$ -	\$ -	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

PCWLL EXPENDITURES AS OF :

January 31, 2021

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
LAND ACQ.	LAND ACQUISITIONS	\$ -	\$ -	\$ 4,524,912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,649,189	
C18-6312	MISCELLANEOUS LAND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
C19-6332	4-MILE GREINER PROPERTY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200		\$ 2,200	\$ (2,200)	
C19-6333	ADELPHI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
C19-6335	BEAVER CREEK - SWAICH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800		\$ 1,800	\$ (1,800)	
		\$ 14,030,000	\$ 15,972,072	\$ 20,364,300	\$ 35,608,730	\$ 6,698,473	\$ 19,667,290	\$ (16,863,341)	\$ 45,111,152	\$ 5,251,260	\$ 243,642

Polk County Conservation Board
5:30 p.m. – **Join Zoom Meeting**
<https://zoom.us/j/4432756020>
Meeting ID: **443 275 6020**
-OR-
One tap mobile
+13126266799, 4432756020# US (Chicago)

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met via Zoom Meeting for regular session on Wednesday, January 13, 2020. The meeting was called to order at 5:30 p.m.

- #21-0101 Roll Call
Members Present: Crane, Cataldo, Altringer, Mollenhauer (5:41 pm)
Members Absent:
- #21-0102 Public Comments
- #21-0103 Employee Introductions
 o Shae Rossetti – FT Community Outreach Coordinator
- #21-0104 Financial Reports
- #21-0105 **MOVED BY Cataldo**, to approve the December 9, 2020 meeting minutes.
Vote Yea: Crane, Cataldo, Altringer, Mollenhauer
Members Absent:
- #21-0106 FY 21/22 Budget Presentation
- #21-0107 Bond Funding Update

CONSENT AGENDA

- #21-0108 **Approving** bill list.
- #21-0109 **Approving** multiple maintenance/operation agreements for operations of the Lauridsen Skatepark - \$85,340.00 estimate.
- #21-0110 **Approving** Professional Service Agreement for preliminary design/engineering for a trail connection between Polk City and the High Trestle Trail with Snyder & Associates in an amount of \$35,500.00, if Polk City agrees to reimburse Polk County Conservation 50% of contract costs (\$17,500.00).
- #21-0111 **Approving** funding commitment for the replacement of the Trestle-to-Trestle bridge over Beaver Creek from partner cost-share contributions and a minimum 20-year maintenance period.
- #21-0112 **Approving** contract award to JEO Consulting Group for design/engineering services for the Chichaqua Drainage Study within the Chichaqua Bottoms Greenbelt in the amount of \$50,000.

- #21-0113 **Ratifying** Board's electronic vote approving renovation work at the Easter Lake Park Ranger residence for a total cost not to exceed \$70,000, waiving of the Board's procurement approval and authorizing staff to complete the repairs.
- #21-0114 **Approving** revisions of the Polk County Conservation Board Administrative Manual to address pay differential for Conservation Laborers with Certified Pesticide Applicators Licenses.
- #21-0115 **Authorizing** the Director or his designee the authority to approve a construction contract upon receiving of quotes within the approved budget, not to exceed \$44,000.00 for the Skunk River bridge guardrail repair along the Chichaqua Valley Trail.
- #21-0116 **Approving** payment to Lyle Sumek & Associates LLC in an amount not to exceed \$20,000.00 for strategic planning services.
- #21-0117 **Approving** recommendation to the Polk County Board of Supervisors to grant a temporary easement to the Iowa Department of Transportation (DOT) as part of the improvements to State Highway 28 bridge over the Raccoon River on land known as Brown's Woods.
- #21-0117A **Approving** agreements to finish the mezzanine office area at the Natural Resources facility at Chichaqua Bottoms Greenbelt to aid in separating staff due to COVID. - \$45,519.31

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

Vote Yea: Crane, Cataldo, Altringer, Mollenhauer

Members Absent:

ACTION ITEMS

- #21-0118 **Approving** revisions of the Polk County Conservation Board Bylaws and place on the February Board meeting for adoption, action requires two affirmative votes.

LET THE RECORD SHOW it was moved by **Cataldo** to approve Action Item 21-0118.

Vote Yea: Cataldo, Crane, Mollenhauer, Altringer

Members Absent:

- #21-0119 **Approving** Vehicle and Equipment Replacement program for FY21/22 and authorizing staff to acquire said vehicles and equipment upon Board of Supervisors FY21/22 budget approval and reallocate any proceeds from sales to support equipment needs. (Approved pending change to Landpride Mower cost typo from \$45,000 to \$17,500.)

LET THE RECORD SHOW it was moved by **Mollenhauer** to approve Action Item 21-0119.

Vote Yea: Crane, Mollenhauer, Cataldo, Altringer

Members Absent:

- #21-0120 **Approving** additional funds for the Trails End Mitigation Bank Phase I - Stream Restoration project in an amount of \$750,000 for a project total not to exceed \$1,686,387.00.

LET THE RECORD SHOW it was moved by Altringer to approve Action Item 21-0120.

Vote Yea: Altringer, Cataldo, Crane, Mollenhauer

Members Absent:

BOARD DISCUSSION

Director's Remarks

- The Metropolitan Planning Organization (MPO) is doing a regional trail strategic planning process to facilitate regional coordinator of the trail system.
- Northwoods of Copper Creek land – PCC Parks Planner Adam Fendrick and FT Community Outreach Coordinator Shae Rossetti are collaborating with a designer on a single track bike trail design on this property.
- Trestle to Trestle Bridge replacement – PCC is working with an engineer at Polk County Public Works but trail letting won't occur until July 2021 – as a result, bridge construction probably won't be completed until 2022.
- PCC's Nature Pass Program – this low-income household program offers reduced rates on PCC's services and programs – 23 families utilized the program in 2020 – the Great Outdoors Foundation reimburses PCC for income loss due to the reduced rates.
- Feasibility study on new Bond – PCC is collaborating with the Trust for Public Lands, the Nature Conservancy, the Great Outdoors Foundation, and a few advisors in moving forward with a feasibility study for a new Bond. On Tuesday, 1-12-21, the Polk County Board of Supervisors voted 5 Yea – 0 No to proceed with the feasibility study.
- Rich will continue to inquire about possible candidates who could fill former PCC Board Member Lance Northway's vacant seat.

Board & Chair Remarks

Crane – thanks to Rich for the update on progress with the new Bond!

CLOSED SESSION

#21-0121 Moved by Cataldo to go into closed session pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

Vote Yea: Mollenhauer, Cataldo, Crane

Members Absent: Altringer

Closed Session Attendees/Roll Call: Doug Sheeley, Katie Stoklasa, Rich Leopold, Jim Cataldo, Pam Mollenhauer, Ryan Crane, Cassie Cook, Doug Romig, Kate Clark, Natalie McFarlane

Action on closed session:

Moved by _Mollenhauer_ to return to open session.
Vote Yea: Mollenhauer, Cataldo, Crane
Members Absent: Altringer

Adjournment

Meeting adjourned at **_7:00_** p.m.

	Date	February 10, 2021
	Item No. Roll Call No. Submitted by:	CONSENT 21-0206 Adam Fendrick Park Planner

AGENDA HEADING:

Approving agreement with the Iowa Department of Transportation for federal aid from Iowa's Transportation Alternatives Program for the Trestle-to-Trestle Bridge replacement.

INFORMATION:

Polk County Conservation Staff has formed a team of local partners to contribute to the replacement of the Trestle-to-Trestle Bridge over Beaver Creek. One of the contributors is the Des Moines Metropolitan Planning Organization (MPO). The MPO has excess funds available from their Transportation Alternatives Program that they have agreed to contribute to the Trestle-to-Trestle bridge replacement in the amount of \$400,000.

The MPO's funds are Federal Highway Administration (FHWA) funds administered through the Iowa Department of Transportation. The agreement is through the Iowa Department of Transportation (DOT).

FISCAL IMPACT:

Amount: \$400,000

Funding Source: Trestle-to-Trestle Bridge Replacement

PREVIOUS BOARD ACTION(S):

Date: January 11, 2021

Roll Call: 21-0111 **(Yea – 4; VACANT – 1)**

Action: Approving funding commitment for the replacement of the Trestle-to-Trestle bridge over Beaver Creek from partner cost-share contributions and a minimum 20-year maintenance period.

Date: April 10, 2019

Roll Call: 19-0413 **(Yea - 4, Absent - 1)**

Action: Approve waiving Board's purchasing authority and authorizing the Director or his designee to award the bridge removal contract upon receipt of competitive bids. Directing staff to issue bids for construction of a new Trestle-to-Trestle trail bridge over Beaver Creek between Des Moines and Johnston and negotiate a cost-share with Polk County and the cities of Des Moines and Johnston. - \$2,012,500 estimate.

RECOMMENDATION:

Approving agreement with the Iowa Department of Transportation for federal aid from Iowa's Transportation Alternatives Program for the Trestle-to-Trestle Bridge replacement and authorizing the Director or his designee the sign said agreement.

IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Iowa's Transportation Alternatives Program (Iowa's TAP) Project

Subrecipient: **Polk County Conservation Board**

Subrecipient DUNS Number: **080288004**

Project Number(s): **Polk CCB TAP-T-C077(234)--8V-77**

Iowa DOT Agreement Number: **21-TAP-157**

This agreement, made as of the date of the last party's signature below, is **Polk County Conservation Board** (hereinafter referred to as Subrecipient) and the **Iowa Department of Transportation**, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Iowa's Transportation Alternatives Program (Iowa's TAP), which is funded by the Transportation Alternatives Set-aside of the Surface Transportation Block Grant Program (TA Set-aside), as codified in Section 133(h) of Title 23, United States Code (U.S.C.), which are hereinafter referred to as TA Set-aside funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Pamela Lee, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1810. The Subrecipient's contact person shall be Adam Fendrick, Park Planner, 12130 NW 128th Street, Granger, Iowa 515-323-5309.
3. The Subrecipient shall be responsible for the development and completion of the following described project:

Construct trail bridge over Beaver Creek

4. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the Iowa's TAP program from TA Set-aside funds. The portion of the project costs reimbursed with TA Set-aside funds shall be limited to a maximum of either 80 percent of eligible costs (other than those reimbursed with other federal funds) or the amount listed (\$400,000) in the

Des Moines Metropolitan Planning Organization's current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.

5. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.
6. The Subrecipient must have let the contract or have construction started within two years of October 1, 2020. If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.
7. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.
8. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
9. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement, the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.

10. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.
11. The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.
12. This agreement is not assignable without the prior written consent of the Department.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
16. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

SUBRECIPIENT: Polk County Conservation Board

By: _____ Date _____,
(Subrecipient Representative Signature)

Title: _____
(Subrecipient Representative Title)

CERTIFICATION:

I, _____, certify that I am
(Name of Witness to Signature)

_____, and that _____,
(Title of Witness to Signature) (Subrecipient Representative who signed above)

who signed said Agreement for and on behalf of _____
(Name of Organization)

is authorized to sign the same.

Signed: _____
(Witness to Signature)

IOWA DEPARTMENT OF TRANSPORTATION

Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date _____,
Craig Markley
Director
Systems Planning Bureau

EXHIBIT 1**General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the Subrecipient shall be responsible for the following:

1. General Requirements.

- a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Subrecipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Subrecipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Subrecipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Subrecipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Subrecipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the Subrecipient shall make such facilities compliant with the ADA and Section 504 following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the Subrecipient agrees to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 2 CFR 200.501 "Audit Requirements", a non-federal entity expending \$750,000 or more in federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown in this agreement. If the Subrecipient will

pay initial project costs and request reimbursement from the Department, the Subrecipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Subrecipient shall not report this project on its SEFA.

- f. The Subrecipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Subrecipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Subrecipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, federal funds cannot be authorized.
- b. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.
- c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.
- d. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- e. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Federal Participation in Work Performed by Subrecipient Employees.

- a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.

- b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.
- c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

- a. The Subrecipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay to the Department the amount of federal funds reimbursed to the Subrecipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include other activities that are not intended to lead to a construction project such as planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Subrecipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Subrecipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Class of Action Process; 4.030, Environmental Data Sheet Instructions; 4.110, Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

- c. The Subrecipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Subrecipient shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150, Iowa DNR Floodplain Permits and Regulations; 4.160, Asbestos Inspection, Removal and Notification Requirements; and 4.190, Highway Improvements in the Vicinity of Airports or Heliports.
- d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed \$100,000, the Subrecipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Subrecipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Subrecipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Subrecipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Subrecipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

- e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Construction Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Subrecipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Subrecipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.
- d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per Iowa Administrative Code 761 Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Subrecipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at:
<http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Subrecipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least every six months but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the federal share of construction costs or 5% of the total federal funds available for the project, whichever is less. Reimbursement will be made either by state warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete

and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.

- e. The total funds collected by the Subrecipient for this project shall not exceed the total project costs. The total funds collected shall include any federal or state funds received, any special assessments made by the Subrecipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Subrecipient do exceed the total project costs, the Subrecipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate state fund account in the amount of refunds received from the Subrecipient.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The Subrecipient may be suspended from receiving federal funds on future projects.
- b. For construction projects, the Subrecipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of federal funds shall be made only after the Department accepts the project as complete.
- d. The Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the federal government. Copies of these materials shall be furnished by the Subrecipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval

of the final closure document, the Department will notify the Subrecipient of the record retention date.

- e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

**Date**

February 10, 2021

Item No.**CONSENT****Roll Call No.****21-0207****Submitted by:****Erich Braun
Parks Manager****AGENDA HEADING:**

Approving extension of COVID-19 relief to the Jester Park Lodge Guest Services Management Agreement through April 30, 2021 and waiving the minimum guarantee of \$100,000 for calendar year 2020.

INFORMATION:

On May 13, 2020, by Roll Call No. 20-0510, the Board approved changes to the Jester Park Lodge Agreement due to impacts from COVID-19. In the Board's discussion, the Board agreed to some of the provisions being requested and asked to wait and evaluate others, with the intent to provide temporary relief but not alter the original intent of the awarded agreement.

Based on the Board's previous actions, the following terms had been modified to address COVID-19 impacts:

- I. Waive \$1,000 monthly management fee from March 1, 2020 – December 31, 2020 until Contractor is able to book a minimum of three events in a month during the peak season.
- II. Polk County Conservation (PCC) to pay operating costs during the shutdown (utilities, trash, Wi-Fi, etc.) retroactive to March 1, 2020 until Contractor is able to book a minimum of three events in a month during the peak season.
- III. Evaluate minimum guarantee of \$100,000 in payment for current contract at the end of the calendar year utilizing a comparison of revenues lost based on previous years.

The Jester Park Lodge closed in mid-March, due to the Governor's proclamation, and re-opened in July at fifty-percent capacity or 125 guests. Additionally, customer costs had increased, as buffet style service was not allowed under the COVID-19 restrictions, thereby increasing staffing costs charged to potential clients and negatively affecting bookings. Food With Flair reached their event threshold in August through October and held one event in November and none in December.

For the year 2020, only 18 events occurred of the 55 events booked, the majority cancelled with a few re-booking to later dates. Only three months (August, September and October) had three or more events booked, with one event in November and zero events in December. Food With Flair does not have three or more events booked until May 2021. Total revenues paid to Polk County Conservation for calendar year 2020 equaled \$42,159.67 (Rent - \$20,257.50; Concessions - \$16,902.17; and Management fees - \$5,000). Due to Food With Flair's inability to host events from COVID-19 and the Governor's proclamation, staff is recommending waiving the \$100,000 minimum guarantee for 2020.

With additional restrictions being placed on event venues in November 2020, staff is also recommending extending the above COVID relief terms to Food With Flair, LLC effective November 2020 – April 30 2021.

FISCAL IMPACT:

<u>Amount:</u>	Calendar year-end loss total:	<u>\$75,356</u>
	Lost revenues:	
	Management fee	\$ 7,000
	Building rent	\$51,092
	Concessions	\$14,041
	Add'l Expenses	
	Utilities	\$ 1,760
	Internet	\$ 1,463

Source: Conservation General Fund 6 (Formerly held in the Enterprise Fund)

PREVIOUS BOARD ACTION(S):

Date: July 8, 2020

Roll Call: 20-0707 **(4 Yea / 1 Absent)**

Action: Approving changes to the Jester Park Lodge Guest Services Management Agreement due to impacts from the COVID-19 pandemic and previously approved addendums.

Date: May 13, 2020

Roll Call: 05-0510 **(3 Yea / 2 Absent)**

Action: MOVED FROM CONSENT AGENDA TO ACTION ITEMS-Approving modifications to the changes of the Jester Park Lodge Guest Services Management Agreement due to impacts from the COVID-19 pandemic and previously approved addendums. Changes include the following:

- Section IV Contractor Responsibilities and Requirements – elimination of amendment to reduce 12% gross revenue payment to 10% gross revenue payment – *payment shall stay at 12% gross revenue payment to PCCB excluding rental fees and employee salaries/wages.*
- Section IV Contractor Responsibilities and Requirements – CONTRACTOR agrees to pay PCCB a minimum of \$100,000 annually for this right from all revenue sources – this requirement may be waived pro-rated retro to March 1, 2020 through December 31, 2020 pending further assessment.

Date: November 13, 2019

Roll Call: 19-1110 **(4 Yea / 1 Absent)**

Action: Approving Addendum 2 to the Jester Park Lodge Guest Services Management Agreement, eliminating requirement to hire an off-duty officer for all events that have participants in excess of 100 and where alcohol is served. Have contractor pay their portion of the joint fiber network.

RECOMMENDATION:

Approving extension of COVID-19 relief to the Jester Park Lodge Guest Services Management Agreement through April 30, 2021 and waiving the minimum guarantee of \$100,000 for calendar year 2020.

RECOMMENDATION:

Approving agreement with the Iowa Department of Transportation for federal aid from Iowa's Transportation Alternatives Program for the Trestle-to-Trestle Bridge replacement and authorizing the Director or his designee the sign said agreement.

**Date**

February 10, 2021

Item No.**CONSENT****Roll Call No.****21-0208****Submitted by:****Erich Braun
Parks Manager****AGENDA HEADING:**

Ratifying electronic vote approving the exterior renovation work at the former church shelter at Easter Lake Park for a total cost not to exceed \$18,500 to Sunset Builders, LLC.

INFORMATION:

The shelter just east of the south main entrance to Easter Lake Park was formerly used by the former Clifton Heights Presbyterian Church. The church has since sold the seven acres of surrounding land including the shelter to Polk County Conservation, and three acres including the church building to a private childcare center.

The shelter itself is 40x20 feet with adjoining restrooms. Parks staff determined that once the shelter is enclosed with metal walls, windows, doors and a new metal roof, the structure would be an ideal work base on the south side of the county for Polk County Conservation staff use, including volunteers, Youth Corps, and training classes. Environmental Education staff and Park Rangers could also potentially host programs at this facility. Once in-house staff complete the interior of the shelter, the structure would be a climate controlled rustic building that staff would use year-round.

Three bids were received for the exterior work to enclose the shelter, with Sunset Builders, LLC. being the lowest responsible bidder in an amount not to exceed \$18,500.00. Director Leopold polled the Board and secured an affirmative electronic majority vote authorizing staff to proceed with signing the agreement.

FISCAL IMPACT:

Amount: \$18,500 Total Estimated Cost Not to Exceed

Source: Bond and Cabin revenue

PREVIOUS BOARD ACTION(S):

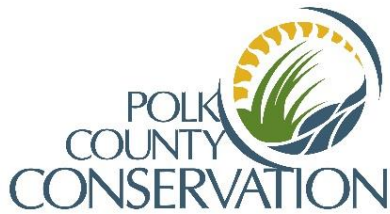
Date: August 9, 2017

Roll Call: 17-0806 **(Yea-3, Absent-2)**

Action: Approving ratifying actions resulting from the Board being polled on the acquisition of land in the amount of \$115,000 and a First Right of Refusal Offer for an amount of \$5,000 that would be valid for one year at the former Clifton Heights Presbyterian Church, 2900 Easter Lake, Des Moines, Iowa.

RECOMMENDATION:

Ratifying electronic vote approving the exterior renovation work at the former church shelter at Easter Lake Park for a total cost not to exceed \$18,500 to Sunset Builders, LLC. and authorizing the Director or Designee to sign same.

**Date**

February 10, 2021

Agenda Item No. CONSENT**Roll Call No. 21-0209****Submitted by: Cassie Cook
Conservation Ecologist****AGENDA HEADING:**

Accepting the highest bids for Chichaqua Bottoms Greenbelt, Eagle Roost, and Adelphi crop ground rental for the 2021 cropping season.

INFORMATION:

There are three areas available for crop leases for the 2021 season. Leases at Eagle Roost and Adelphi were terminated in August 2020 and the current tenants have declined further extensions. PCC recently acquired the Lane parcel at Chichaqua Bottoms Greenbelt which is available for crop leasing.

Cropping will be used on these areas to manage weed growth and generate revenue until restoration activities commence. Leases will be for a single cropping year with the possibility for yearly extensions to maintain flexibility in operations. Staff prepared documents and requested bids from the public.

Acreage available at the individual sites as follows:

- Chichaqua Bottoms Greenbelt 64.0 ac.
- Eagle Roost/Adelphi 64.5 ac.
- **TOTAL 128.5 ac.**

A bid summary has been included in this packet. High bidder for the CBG-Lane parcel was Plunkett Farms at \$277/acre. High bidder for the Eagle Roost/Adelphi parcels was Dan Miller at \$100/acre.

FISCAL IMPACT:

Amount:	CBG-Lane	64.0 ac. x \$277/acre =	\$17,728
	Eagle Roost/Adelphi	64.5 ac. x \$100/acre =	<u>\$6,450</u>
	TOTAL		\$24,178

Source: Lease revenue retained by PCC in Natural Resources Operating Fund

PREVIOUS BOARD ACTION:

None

RECOMMEDATION:

Accept the highest bids for Chichaqua Bottoms Greenbelt, Eagle Roost, and Adelphi crop ground rental for the 2021 cropping season and authorize the Director or his Designee to sign the leases.

Bid Summary

Agricultural Crop Ground Use – 2021 Season –
Chichaqua Bottoms Greenbelt, Eagle Roost, and Adelphi
February 2, 2021

Per Acre Bid (dollars/ac.)

<u>Bidder</u>	<u>Chichaqua</u>	<u>Eagle Roost/Adelphi</u>
Brad Plunkett Plunkett Farms	\$277.00	No bid
Asa Moeckly 2M Farms LLC	\$275.00	No bid
Justin Lisk Lisk Farms Inc.	\$240.00	No bid
Dan Miller	\$200.00	\$100.00

Bids Opened by: Cassie Cook after 12:05 PM on February 2, 2021

Bids Recorded by: Cassie Cook after 2:00 PM on February 2, 2021

Location: Natural Resources Headquarters

**Date**

February 10, 2021

Item No.**CONSENT****Roll Call No.****21-0210****Submitted by:****Cassandra Cook
Conservation Ecologist****AGENDA HEADING:**

Awarding lowest contractor bid for tree removal at Easter Lake Park to J. Pettiecord, Inc. in a contracted amount of \$18,400.

INFORMATION:

Polk County Conservation (PCC) staff have drafted the Easter Lake North Shore Management Plan (attached) to address habitat degradation and associated neighbor concerns in the area between Shoreline Road and the north boundary of the park. Part of the plan requires the removal of invasive and undesirable trees in this area. Current staff workload precludes our ability to take on this project in-house. Bids were requested for tree removal in the Phase 1 area of the restoration plan which encompasses a 3.48-acre section. The scope of work includes removal of all trees that PCC staff have identified for removal. The goal of the restoration plan is to convert this area into oak savanna, with native prairie understory/herbaceous layer.

The Invitation to Bid was sent to 8 potential bidders and 4 bids were received. The lowest compliant bid received was \$18,400.

Bid Results:

Company	Amount
Xtreme Tree	\$29,080
Asplundh	\$27,737
Perficut	\$25,650
J. Pettiecord, Inc.	\$18,400

FISCAL IMPACT:

Amount: \$18,400

Funding Source: Bond

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION: Awarding lowest contractor bid for tree removal at Easter Lake Park to J. Pettiecord, Inc. in a contracted amount of \$18,400 and authorize the Chair or their designee to sign the contract.

Easter Lake North Shore Management Plan

Introduction

Easter Lake Park is located in southeastern Polk County within the City of Des Moines, Iowa. The park is over 450 acres with a 172-acre lake in the center. There is a four-mile paved trail that circles the lake and various other unpaved trails that traverse the landscape. Along with the numerous recreational opportunities at Easter Lake, there is a diverse array of wildlife habitats ranging from timber to prairie.



Figure 1: Overall Easter Lake Park Map

In recent years, focus has been placed on park improvements - particularly those geared towards conservation and recreation. Turf grass has been converted to prairie, water quality improvement practices have been installed, and the paved trail has been installed. The lake has been dredged to improve aquatic habitat and offer improved water recreation opportunities. The goal of these efforts is to create a place where the public can enjoy nature and much needed habitat for wildlife can be provided in an urban dominated landscape.

Adjacent land uses are heavily urban with residential developments bordering the park property on most sides. This close proximity of neighbors led to scrutiny of park management and maintenance. Adjacent homeowners recently shared their concerns that some timber areas of the park seem to be neglected, particularly those along the north boundary of the park. Staff visits to the areas verified the

presence of numerous non-native trees (e. g. white mulberry, Siberian elm) and low-value herbaceous layer habitat dominated by brome grass and non-native broadleaved weeds (e. g., giant ragweed), confirming that action is needed to restore these areas.

Property Description

This management plan will focus on roughly 10 acres of land along the north boundary of Easter Lake. This parcel is bordered by houses on the north and a park road on the south, with the lake located just south of the park road. The Mark C. Ackelson Trail cuts through the parcel and two neighborhood access trails come through the property from the north to connect.

There is an ephemeral stream that carries stormwater discharge on the western edge of the parcel. This drainage is dominated by reed canary grass and undesirable hydric plant species.

Much of the area has become overrun with invasive species such as honeysuckle and autumn olive. Less desirable trees dominate the canopy, limiting the ability of mast-producing species, such as oaks and walnuts, to proliferate. Non-native evergreens have been planted throughout the area, as well. The herbaceous layer is dominated by brome grass and invasive broadleaved weeds, with a very limited palette of native wildflower species

Plan

To facilitate a phased restoration process, the parcel has been split into three sections. This will create a more gradual transition of the landscape, allowing wildlife and residents to adjust and respond to change. Splitting the parcel will also spread restoration expenses over a number of years.

PCC staff will complete as much of the restoration work as available time and labor allow.

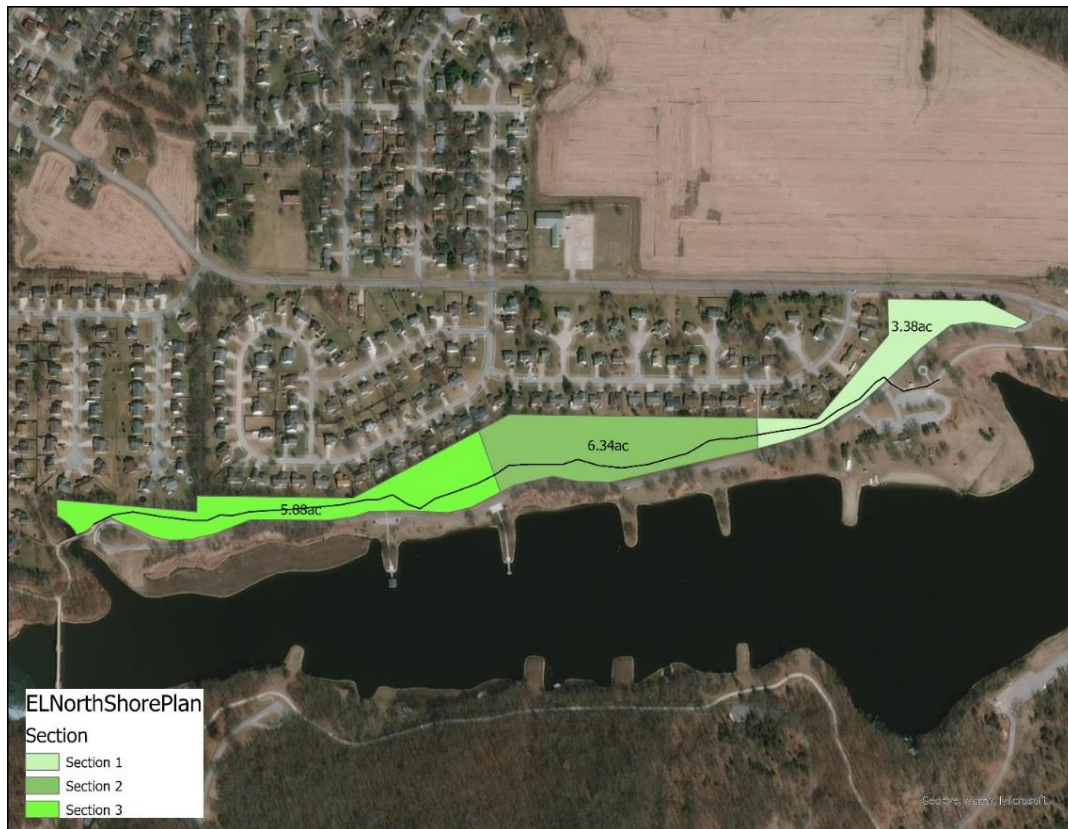


Figure 2: Sections for Easter Lake North Shore Plan with acreage totals for each parcel

Restoration will begin on the east side of the parcel in Section 1 and proceed to the west as funding allows. The following steps will occur in each section:

Step 1: Remove invasive species and undesirable trees. Removing these will open up the canopy and allow more sunlight to reach the ground.

Step 2: Remove existing herbaceous vegetation. Two or more applications of glyphosate-based herbicide will be applied needed.

Step 3: Seed area to native prairie. The seeding will be a diverse mix of native grasses (10+), sedges (5+) and wildflowers (50+) that will enhance aesthetic appeal, improve water quality via infiltration and provide quality habitat for wildlife.

Step 4: Maintenance mowing. To control weeds while the prairie species mature. At least two mowings the year of planting and at least one the following year.

Step 5: Tree planting. Once the prairie is restored (likely the third year after planting), native oak species (e.g., bur and white) will be planted at low density (10-20 per acre) to complete the transition of this area to a savanna ecosystem. Trees will be mulched, staked and watered as needed.

Step 6: Prescribed burning. Beginning the third year after prairie planting, the area will be burned on a 2-5 year interval to stimulate native vegetation and control undesirable woody species. Planted trees will be protected until they reach sufficient size to survive fire. Burns will be conducted under conditions that will carry smoke away from houses.

NOTE: Once desirable vegetation is well established, PCC will discontinue the practice of blanket mowing of this area at any time throughout the year. Spot mowing may be employed to address weed or other vegetation-management issues on an occasional basis. Adjacent landowners, may continue to extend limited mowing into the area per the provisions of PCC's Encroachment Policy.

Timeline

See attachment A for timeline. Note that tree removal must occur between October 1st and March 31st of each year according to federal guidelines for endangered bat species. It is also preferable to complete dormant prairie seeding when possible. Total project completion on all sections of the parcel is expected to take 5-10 years.

Estimated Costs

Section 1 – 3.38 acres	
Activity	Estimated Cost
Tree Removal	\$19,604
Herbicide Application	\$236.60
Prairie Seeding	\$2,670.20
Prairie Seeding Maintenance	\$67.60
Tree Planting	\$10,240.00
Burning	\$84.50
Total	\$32,902.90

Section 2 – 6.34 acres	
Activity	Estimated Cost
Tree Removal	\$36,772
Herbicide Application	\$443.80
Prairie Seeding	\$5,008.60
Prairie Seeding Maintenance	\$126.80
Tree Planting	\$19,120.00
Burning	\$158.50
Total	\$61,629.70

Section 3 – 5.88 acres	
Activity	Estimated Cost
Tree Removal	\$34,104
Herbicide Application	\$411.60
Prairie Seeding	\$4,645.20
Prairie Seeding Maintenance	\$117.60
Tree Planting	\$17,740.00
Burning	\$147.00
Total	\$57,165.40

Assumed Costs:

Tree Removal - -\$5,800/ac *note – this cost can vary greatly due to differences in company bids (per unit vs lump sum)

Spraying - \$70/acre (\$20/ac for chemical and \$50/ac for labor)

Seeding (seed and labor) - \$790/ac (\$750/ac for seed and \$40/ac for labor)

Prairie Maintenance (mowing) - \$20/ac

Tree planting costs – Trees-\$150 ea. (1.5" cal.). \$100 for planting, staking, mulching, watering (1st year)

Burning costs - \$25 per acre

*All costs may be reduced if work is done in house

	Date	February 10, 2021
	Item No. Roll Call No. Submitted by:	CONSENT 21-0211 Richard Leopold Director

AGENDA HEADING:

Approving Professional Services Agreement with The Trust for Public Lands to complete a Conservation Finance Feasibility study for a total cost not to exceed \$25,000.00.

INFORMATION:

The Trust for Public Lands (TPL) shall research and analyze a range of public finance options that Polk County may consider for natural resource protection and conservation land acquisition and development. For each relevant local funding option, TPL will examine the revenue-raising capacity, the fiscal impact to government budgets and/or taxpayers, and how such options can be implemented. TPL will also provide examples of where and how these mechanisms have been used by other jurisdictions. TPL will research election results to examine whether the electorate has supported or opposed spending public funds for parks and open space, or other priorities, in the past, as well as voter turnout trends. This analysis will require the assistance of Polk County staff to provide financial documents, such as budgets, bond-offering statements, capital spending plans, tax assessment rolls, and relevant comprehensive or open space plans. The research will examine both the most likely funding options (broad-based tax and bond mechanisms capable of generating significant funding) as well as other possible alternative public finance options.

Specifically, research will include:

- a review of county authority to generate revenue for natural resource protection, parks and land conservation including rates, limits, and pathways for implementation;
- revenue generation capacity estimates (i.e., how much money could be generated from a specific mechanism, who pays, and cost per household/taxpayer);
- analysis of procedures for enactment, including special legislation if needed;
- analysis of election requirements for placing a finance mechanism before county voters; and
- a summary of relevant funding programs implemented by other jurisdictions in the state.

TPL staff will make a presentation of key research findings to county staff and interested partners, as well as elected officials, as needed.

After completing the Feasibility Study, if local partners agree that the political environment is favorable to proceed, TPL will directly contract with a qualified public opinion survey firm to conduct a professionally administered, statistically valid public opinion survey, through telephone interviews of randomly selected voters in the

county. The public opinion survey is not a component nor part of the services being provided by TPL to the Polk County Conservation Board pursuant to this Agreement.

TPL will provide recommendations for a public finance strategy to address the need to create reliable funding for parks, trails, and land conservation. If the County decides to move forward with a ballot measure, TPL will advise on the drafting of the ballot language, including state and local requirements, examples of successful ballot questions, and consultation with legal counsel as necessary.

FISCAL IMPACT:

Amount: \$25,000.00 Total Estimated Cost Not to Exceed

Source: Bond and Cabin revenue

PREVIOUS BOARD ACTION(S): N/A

Date:

Roll Call:

Action:

RECOMMENDATION:

Approving Professional Services Agreement with The Trust for Public Lands to complete a Conservation Finance Feasibility study for a total cost not to exceed \$25,000.00 and authorizing the Director or Designee to sign same.

**THE TRUST FOR PUBLIC LAND &
POLK COUNTY, IOWA CONSERVATION BOARD,
PROFESSIONAL SERVICES AGREEMENT
(Conservation Finance Feasibility Study)**

THIS PROFESSIONAL SERVICES AGREEMENT by and between Polk County Conservation Board, Iowa (hereinafter, "the Client"), and The Trust for Public Land, a California nonprofit public benefit corporation ("TPL"), is hereby entered into this _____ day of January 2021, and shall become effective upon execution of this Agreement by both parties.

WITNESSETH

WHEREAS, the Client desires to have The Trust for Public Land perform certain services, and TPL desires to perform the services upon the terms and conditions set forth below;

WHEREAS, the Client wishes to be better informed regarding funding options and mechanisms to support parks and land conservation needs in Polk County, and has requested the technical assistance and advice of TPL;

WHEREAS, TPL, through its Conservation Finance program has substantial experience in conducting feasibility research, drafting ballot language for consideration by voters, making program recommendations, and working in cooperation with grassroots and public entities, on funding for parks and land conservation purposes, and is willing to provide these services to the Client; and

WHEREAS, the Client intends to compensate TPL for the provision of professional services and the parties intend to memorialize the terms and conditions of such agreement herein.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

TERMS

1. **ENGAGEMENT OF TPL.** The Client agrees to engage TPL, and TPL hereby agrees to perform the services hereinafter set forth.

2. **SCOPE OF SERVICES.** TPL shall research and analyze a range of parks and conservation funding options available to the Client in a feasibility study. Specifically, TPL shall perform the tasks set forth on Exhibit 1 of this Agreement, which Exhibit is incorporated into and made a part of this Agreement (the "Services").

3. TERM. The term of this Agreement shall commence upon execution of this Agreement, and shall continue through May 31, 2021, unless otherwise terminated in accordance with the terms of this Agreement.

4. COMPENSATION. The Client agrees to pay TPL a total fee of \$25,000 for the services rendered pursuant to this Agreement to be invoiced as follows:

- \$20,000 upon completion of the feasibility study; and
- \$5,000 upon completion of program recommendations.

The Client shall pay all undisputed amounts within thirty (30) days of receipt of the invoice.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. TPL acknowledges and understands that the performance of this contract is as an independent contractor and, as such, TPL is obligated for Workman's Compensation, FICA taxes, occupational taxes, all applicable federal, state and local taxes and assessments, and that the Client will not be obligated for same under this contract.

6. TERMINATION OF CONTRACT.

(a) This Agreement shall terminate automatically on the occurrence of any of the following events: (1) bankruptcy or insolvency of TPL; (2) assignment of this Agreement by either party without the express written consent of the other party; or (3) completion of the project or services described above in Paragraph 2.

(b) Either party may terminate this Agreement upon fifteen days' written notice to the other party provided that the Client shall reimburse TPL for work performed in conformance with this Agreement prior to termination. This right to terminate shall be in addition to, and not in lieu of, any other rights and remedies the party may have at law or in equity.

(d) TPL's obligations to indemnify the Client under Paragraph 7 below shall continue in full force and effect notwithstanding any termination of this Agreement.

7. INDEMNIFICATION. TPL shall indemnify and hold the Client harmless from any and all demands, claims, causes of action, suits, proceedings, arbitrations, judgments, losses, liabilities, costs, expenses and fees, including but not limited to reasonable attorneys' fees, which arise from or in connection with the services provided by TPL and/or the negligence or intentional acts of TPL. To the extent permitted by Iowa law, the Client shall indemnify and hold TPL harmless from any and all demands, claims, causes of action, suits, proceedings, arbitrations, judgments, losses, liabilities, costs, expenses and fees, including but not limited to reasonable attorneys' fees, which arise from or in connection with the negligence or intentional acts in the performance of Client's obligations under this Agreement.

8. CONFLICT OF INTEREST. It is understood that TPL may provide consulting services for other clients during the term of this Agreement. However, during the term of this Agreement, TPL will not undertake any responsibilities or engage in activities that may conflict with or be detrimental to the success of TPL's services to the Client. Further, TPL shall disclose to the Client any situation that may reasonably present a conflict of interest or the appearance of such a conflict. The Client and TPL will mutually and in good faith attempt to resolve any apparent or perceived conflict of interest. If the conflict cannot be resolved between the parties, either party may terminate the Agreement effective on the day notice is sent.

9. PROJECT ADMINISTRATION. This Agreement will be administered by the following representatives of the Client: _____, provided that the Client reserves the right to change such person at any time. TPL's representative to this Agreement is Will Abberger, Conservation Finance Director.

10. INSURANCE. TPL shall, while performing the services hereunder, maintain any coverage legally and/or customarily required of an independent contractor while performing the same or similar services for a person or entity in the position of TPL and warrants that it has obtained for itself and its employees, all insurance required by law or by industry custom for independent contractors involved in the same or similar work. At the Client's request TPL will provide the Client with a certificate of insurance evidencing such insurance including its workers' compensation insurance.

11. MISCELLANEOUS.

(a) Assignment. Neither party shall assign this Agreement or any rights or benefits accruing to it hereunder without the prior written consent of the other party which consent may be withheld by either party in its sole discretion.

(b) Governing Law. The laws of the State of Iowa applicable to contracts executed and performed entirely therein shall govern this Agreement.

(c) Waiver of Default. Failure by either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to such party thereafter to enforce such provision. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

(d) Modifications. Except as expressly set forth elsewhere in this Agreement, this Agreement may be modified only in writing, signed by both parties hereto.

(e) Integration Clause. This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior correspondence, conversations and negotiations with respect thereto.

(f) Attorneys' Fees. The parties agree that reasonable attorneys' fees and costs shall be awarded to the prevailing party in any arbitration or litigation between the parties in connection with this Agreement.

(g) Binding Effect. This Agreement shall be binding upon the heirs, successors, assigns and representatives of the parties hereto.

(h) Severability. If any provision, in whole or in part, of this Agreement should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this Agreement which shall continue to bind the parties.

(i) Time is of the Essence. TPL understands that time is of the essence in this Agreement and that the Client will be relying on the timeliness of TPL.

(j) Multiple Originals/Electronic Signatures. Electronic signatures of or on behalf of either party on this Agreement shall be effective for all purposes, including delivery, as an original. This Agreement may be executed in multiple originals, which shall be deemed to be one document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above set forth.

THE TRUST FOR PUBLIC LAND

By: _____
Will Abberger
Vice President
306 N. Monroe Street
Tallahassee, FL 32301
Telephone: 850-222-7911, x23
Email: will.abberger@tpl.org

Date: _____

**POLK COUNTY CONSERVATION BOARD,
IOWA**

By: _____
Richard Leopold
Director
12130 NW 128th Street
Granger, IA 50109
Telephone: 515-323-5322
Email: rich.leopold@polkcountyiowa.gov

Date: _____

EXHIBIT 1

DESCRIPTION OF SERVICES

The services to be rendered by The Trust for Public Land to the Polk County Conservation Board, Iowa, (the "Services") are as follows:

Feasibility Research

TPL shall research and analyze a range of public finance options that Polk County may consider for natural resource protection and conservation land acquisition and development. For each relevant local funding option, TPL will examine the revenue-raising capacity, the fiscal impact to government budgets and/or taxpayers, and how such options can be implemented. TPL will also provide examples of where and how these mechanisms have been used by other jurisdictions. TPL will research election results to examine whether the electorate has supported or opposed spending public funds for parks and open space, or other priorities, in the past, as well as voter turnout trends. This analysis will require the assistance of Polk County staff to provide financial documents, such as budgets, bond-offering statements, capital spending plans, tax assessment rolls, and relevant comprehensive or open space plans. The research will examine both the most likely funding options (broad-based tax and bond mechanisms capable of generating significant funding) as well as other possible alternative public finance options.

Specifically, research will include:

- a review of county authority to generate revenue for natural resource protection, parks and land conservation including rates, limits, and pathways for implementation;
- revenue generation capacity estimates (i.e., how much money could be generated from a specific mechanism, who pays, and cost per household/taxpayer);
- analysis of procedures for enactment, including special legislation if needed;
- analysis of election requirements for placing a finance mechanism before county voters; and
- a summary of relevant funding programs implemented by other jurisdictions in the state.

TPL staff will make a presentation of key research findings to county staff and interested partners, as well as elected officials, as needed.

After completing the Feasibility Study, if local partners agree that the political environment is favorable to proceed, TPL will directly contract with a qualified public opinion survey firm to conduct a professionally administered, statistically valid public opinion survey, through telephone interviews of randomly selected voters in the county. The public opinion survey is not a component nor part of the services being provided by TPL to the Polk County Conservation Board pursuant to this Agreement.

Program Recommendations

TPL will provide recommendations for a public finance strategy to address the need to create reliable funding for parks, trails, and land conservation. If the County decides to move forward with a ballot measure, TPL will advise on the drafting the ballot language, including state and local requirements, examples of successful ballot questions, and consultation with legal counsel as necessary.

This proposal does not include the costs associated with the voter education effort that would be necessary if a measure is referred to the ballot.



Date

February 10, 2021

Item No.

CONSENT

Roll Call No.

21-0212

Submitted by:

**Douglas C. Romig
Deputy Director**

AGENDA HEADING:

Approving Change Order to Xtreme Tree for additional Derecho storm damage work at Jester Park Golf Course in an amount not to exceed \$5,000.

INFORMATION:

Impacts from the 2020 Derecho caused significant damage throughout the county park system including the Jester Park Golf Course. While the golf course operator was able to take care of smaller trees and downed limbs, they have secured three bids for corrective pruning, removals and stump grinding to finish up damage from the storm.

Three bids were received with the lowest responsible bidder being Xtreme Tree out of DeSoto, Iowa. Upon observation of the work being done within the golf course, golf course personnel found three additional trees damaged by the storm and have secured a quote to have these trees remediated. The cost to add this work to the existing contract will not exceed \$5,000.00 and can be completed while the contractor is on-site to finish the storm damage clean-up.

FISCAL IMPACT:

Amount: **\$5,000.00** **Total**

Funding Source: \$3,750.00 FEMA
 \$ 500.00 State of Iowa
 \$ 750.00 County / Golf Fund

PREVIOUS BOARD ACTION(S):

Date: November 14, 2020

Roll Call: 20-1111A **(3 Yea; 2 Absent)**

Action: Approving tree trimming, removal and stump grinding at the Jester Park Golf Course in the amount of \$50,750.00 to Xtreme Tree.

RECOMMENDATION:

Approving Change Order to Xtreme Tree for additional Derecho storm damage work at Jester Park Golf Course in an amount not to exceed \$5,000.

	Date	February 10, 2021
	Item No. Roll Call No. Submitted by:	ACTION 21-0213 Douglas C. Romig Deputy Director

AGENDA HEADING:

Approving revisions of the Polk County Conservation Board Bylaws – Second Vote.

INFORMATION:

The Polk County Conservation Board's Bylaws updates have been made to address actions taken by the Board and conformance with current practices for establishing salaries for full-time and part-time employees. The Board at their January 13, 2021 meeting approved these recommended changes and changes to the Bylaws require two votes.

Specific changes include:

Article VI. e. Elimination of this section as Conservation no longer uses private banks for transactions and utilizes the County's Treasurer Department and County established banking institutions.

Article VI. f. add established by the Board to recognize the Board's authority to approve Conservation's annual budget.

Article VI. g. switch fiscal to calendar for the agency's annual report

Article VI. h. add long-range to strategic plans as approved by...

Article VII & VIII. Combine due to redundancy and have language reflect current practice for establishing pay grades for full-time and part-time employees.

Article X. d. Increase expenditure limit from \$10,000 to \$15,000 per previous Board action for procurement threshold limit.

FISCAL IMPACT: N/A

PREVIOUS BOARD ACTION(S):

Date: January 13, 2021

Roll Call: 21-0118 **(4 Yea; 1 Absent)**

Action: Approving revisions of the Polk County Conservation Board Bylaws and place on the February Board meeting for adoption, action requires two affirmative votes.

Date: January 9, 2019

Roll Call: 19-0109 **(5 Yea)**

Action: Approving Bylaws of the Polk County Conservation Board

RECOMMENDATION:

Approving revisions of the Polk County Conservation Board Bylaws.

BYLAWS
OF THE
POLK COUNTY CONSERVATION BOARD

WHEREAS, the Bylaws governing the Polk County Conservation Board were originally adopted on the 8th day of January, 1958, and;

WHEREAS, the Polk County Conservation Board shall review its Bylaws annually to ensure functionality regarding the governance, administration and management of Polk County Conservation.

NOW THEREFORE, We, the undersigned members of the Conservation Board, as duly appointed by the Polk County Board of Supervisors, and as authorized by Chapter 350, Code of Iowa, do so decree as follows:

ARTICLE I. That all the covenants and provisions of former Bylaws as amended and adopted by the Polk County Conservation Board prior to this date are here and now annulled, canceled, revoked, and of no consequence for effect in the administration, development or operation and management of its areas, its facilities, nor its employees.

ARTICLE II. That Chapter 350, Code of Iowa, is recognized as, and declared to be, the governing authority; and that the purpose, and the power and duties, as defined and set forth in said Chapter shall control the functions of the Conservation Board, its employees, and/or its facilities.

ARTICLE III. That there shall be selected preceding the first regular meeting of each calendar year, from its members, by its members, a chairperson, a vice-chairperson and a secretary, who shall serve as officers of the Board for the calendar year and/or until their successors are selected and qualify. In the event that the chairperson is absent, the vice-chair shall serve as the pro-tem chairperson. In the event that both the chairperson and vice-chairperson are absent, the secretary shall serve as the pro-tem chairperson and, if necessary, a temporary secretary shall be appointed. The pro-tem chair shall be authorized to conduct the meeting and to sign any documents requiring signatures when said documents were the result of any action by the Board at the particular meeting.

ARTICLE IV. That this Board shall generally meet on the second Wednesday of each month at such time and place as may be designated by the chairperson, and said meeting shall be known as the regular meeting of the Board. That Board Members shall be expected to make all reasonable efforts to attend all regularly scheduled meetings; absences in excess of 1/3 of the regularly scheduled meetings in a six-month period will subject the Board Member's appointment to review by the Board. Special meetings may be called by the chairperson, or a majority of the members, when necessary for specific purposes requiring Board action. A closed session may be held by affirmative vote of two-thirds of the members present in accordance with Chapter 21 of the Iowa Code.

ARTICLE V. That an executive officer shall be employed and shall be known as the Director. S/He shall be responsible to serve at the pleasure of the Conservation Board and the Board shall evaluate his/her performance annually by the month of December.

There shall be a Deputy Director employed who shall possess all the powers and perform all the duties prescribed for the Director in these Bylaws during the absence or disability of the Director or in the event of a vacancy in the office of Director; and shall perform such duties and exercise such powers as may be prescribed by the Director.

ARTICLE VI. That the principal duties of the Director shall include:

- a. The preparation of the agenda for each regular monthly meeting and to assist the chairperson in the functions of the meeting as required.
- b. To annually outline and recommend to the Board a budget that includes a program of administration, development, maintenance and operation, for each budgetary year, including an estimated cost, which shall be presented to the Conservation Board prior to submission to the Board of Supervisors. To present and explain amendments and modifications to the annual budget that may occur during the year to the Board prior to submission to the budget staff of the Board of Supervisors.
- c. The budget, or periodic budget amendments, as approved by the Conservation Board, shall be presented and explained by the director to the Board of Supervisors at each annual budget hearing or at periodic budget amendment hearings.
- d. S/He shall keep well informed on the current trends, functions, procedures, and philosophies in outdoor recreation and environmental education; on the design of park facilities and development; and in the preservation and rehabilitation of conservation areas; and shall periodically report to the Conservation Board the results of his/her research and investigation in these fields.

~~b. S/He is authorized to deposit in his/her name as the director for the Polk County Conservation Board, at a local bank as selected and approved by the Conservation Board, miscellaneous monies collected from the operations of all revenue-producing facilities; and to draw from said deposit, over his/her signature as the director, or his/her duly appointed representatives of the Conservation Board, funds payable to the Polk County Treasurer for allocation to the General Fund of the County for the benefit of Polk County Conservation Board.~~

~~d.b.~~ S/He shall review and approve all expenditures as established by the Board and is authorized to requisition warrants from the County Auditors Office for the payment of duly acknowledged claims. S/He shall submit to the Board monthly financial statements on the status of the conservation budget.

~~e.c.~~ As required by statute, s/he shall prepare an annual report covering each calendar~~fiscal~~ year as terminated and include, therein, his/her recommendations for future expansion and development.

~~f.d.~~ S/He will develop and maintain long-range strategic plans as approved by the Conservation Board to provide guidance in the planning and implementation of programs and projects.

ARTICLE VII. That the Director, with the approval of the Conservation Board, is authorized to employ ~~and fix the compensation of such~~ assistants and employees as may be necessary for proper and efficient administration, for development of, and for the maintenance and operation for such property and facilities as may be acquired by the Conservation Board, and/or responsibilities assumed within the framework of statutory authority.

That the compensation for the Director, his/her full-time assistants and employees, shall be determined by the Polk County Human Services Department and shall be comparable and commensurate with the annual salaries, or hourly wages as established by the Board of Supervisors for similar duties and responsibilities as other county officers and employees, when such salaries and rates are not in conflict with statutory limitations. Vacations, sick leaves, holidays and other employee benefits shall be in conformity with the regulation as established for other Polk County officers and employees. The Director is authorized to employ and establish hourly wage rates for seasonal/intermittent employees as set forth in the Conservation Board's budget.

~~ARTICLE VIII. That the compensation for the Director, his/her assistants and employees, shall be determined by the Conservation Board and shall be comparable and commensurate with the annual salaries, or hourly wages as established by the Board of Supervisors for similar duties and responsibilities as other county officers and employees, when such salaries and rates are not in conflict with statutory limitations. Vacations, sick leaves, holidays and other employee benefits shall be in conformity with the regulation as established for other Polk County officers and employees.~~

ARTICLE ~~VIII~~X. That the Director, and any employees as s/he may designate, may be appointed peace officers as authorized by Section 350, and within the purview of Section 80B of the Code of Iowa.

ARTICLE ~~I~~X. That any single expenditure, or contract for services, purchase of equipment or material supplies, or to enter into rental agreements or construction contracts, shall conform to the following procedures:

- a. For the purchase of minor items and to provide for "change", a petty cash fund and change funds may be established not to exceed \$100 when authorized by the Director. Claims for reimbursement to the petty cash fund shall be submitted to the County Auditor as required and based on receipted amounts of each expenditure.
- b. Items of expenditure of \$5,000 or more shall, when possible and reasonable, be selected from at least three (3) quotations from qualified vendors and approved by the Director or his/her designee. No prior approval is required by the PCCB; however, PCCB ratifies monthly list of expenditures at each monthly regular meeting
- c. Items of expenditures up to \$10,000 shall require approval of the Director or his/her designee. No prior approval is required by the PCCB; however, PCCB ratifies monthly list of expenditures at each monthly regular meeting. In emergency situations (defined as immediate public health and welfare) the Director may spend up to \$20,000 as necessary to meet the needs of the emergency within 48 hours and inform the Conservation Board of any emergency spending as soon as possible.

- d. Items of expenditures above \$1~~50~~,000 shall be selected from at least three (3) quotations from qualified firms or supplies when applicable and the approval of at least three (3) Board Members before purchase. Members may be polled for approval. All quotations received shall be retained in the files for at least three (3) years.
- e. Contracts or purchases for public improvements as defined by Sections 26.2(3), 73A.1(3) and 573.1(4)(2011) shall conform to the requirements of said Chapters 26, 573 and 73A.
- f. The Director, or his/her duly appointed representative is authorized and empowered to act for the Board in receiving, opening, and recording bids. A public hearing, as set forth in Chapter 26 and 73A, Code of Iowa, must be held at a regular or special meeting of the Board for action on said bids.
- g. The acquisition of land (including easements) is excluded from the above requirements, but Land Purchase Options must be considered by the Conservation Board at a regular or special meeting and approved by at least three (3) Board Members for acceptance. Procedures for land acquisition shall conform to statutory requirements.
- h. The Director is authorized to apply for grants that fit within the mission of the Board. Final acceptance of grants awarded to Polk County Conservation will receive approval of the Board.
- i. The Director is authorized to negotiate mutual and cooperative agreements with final approval of agreements receiving approval of the Board.
- j. The Director is authorized to sign contractual documents on behalf of the Board, when authorized by a Board resolution, with the requirement that the resolution is documented as part of the signature.

ARTICLE X~~I~~.

While participation in the Polk County Conservation Board is voluntarily, there is a reasonable expectation for Board Members to take an active interest in Polk County Conservation beyond attending the monthly Board meetings. Engagement can take on several forms and the Director and Board Chair should identify Board Member's strengths to best serve Polk County Conservation. These may include but not be limited to:

- 1) Coming to each Board meeting educated on the agenda items
- 2) Having a clear understanding on their fiduciary requirements
- 3) Serving on standing committees of Polk County Conservation (Advisory, Golf, Public Art)
- 4) Membership and participation in the Great Outdoors Foundation
- 5) Keeping their respective Board of Supervisor apprised of major efforts being undertaken by Polk County Conservation
- 6) Attending major events hosted by Polk County Conservation and the Great Outdoors Foundation that benefit Polk County Conservation (public meetings, fund-raisers, special events, etc.)
- 7) Attendance to annual Iowa Association of County Conservation Boards (IACCB) conference
- 8) Advocacy for local and state issues that impact conservation efforts.

- 9) Learn about operations through employee engagement: (ride along with a Park Ranger; participate in a prescribed fire; harvest prairie seed; attend an environmental education program, etc.)

ARTICLE XII.

That these Bylaws shall be reviewed by the Conservation Board at the first regular Board meeting in January. Amendments may be proposed at any regular meeting but must be again considered at the next following regular meeting before adoption. Amendments shall require approval of at least three (3) Board Members.

That these Bylaws as adopted by Roll Call No. ~~21-19-0109~~ is hereby approved as of January ~~139~~, 20219 by the Polk County Conservation Board.

Chair

Board Member

Vice-Chair

Board Member

Secretary

	Date	February 10, 2021
	Item No. Roll Call No. Submitted by:	ACTION 21-0214 Adam Fendrick Park Planner

AGENDA HEADING:

Approving Transportation Alternatives Program (TAP) grant application for and intent to provide 20% matching funding for 2025 TAP funding for the Polk City to High Trestle Trail connection.

INFORMATION:

Staff, with the support of Polk City, would like to submit a TAP application for 2025 funding for the trail connection from Polk City to the High Trestle Trail. A Resolution is required as part of the grant application stating that the Polk County Conservation Board will commit funds, up to 20% project costs, as required to construct the trail. Staff will request a grant in the amount of \$400,000.

If approved and constructed, this trail segment will provide a loop option between the Neal Smith and High Trestle trails through the communities of Ankeny and Polk City.

FISCAL IMPACT:

<u>Amount:</u>	\$ 950,000	Estimate Project Costs
	\$ 190,000	20% Contingency
	<u>\$1,140,000</u>	Project Total

<u>Funding Source:</u>	<u>\$1,140,000</u>	Project Total
	\$ 740,000	(PCCB Future Bond)
	\$ 400,000	TAP Grant Request

PREVIOUS BOARD ACTION(S):

<u>Date:</u>	NA
<u>Roll Call:</u>	NA
<u>Action:</u>	NA

RECOMMENDATION:

Approving Transportation Alternatives Program (TAP) grant application for and intent to provide 20% matching funding for 2025 TAP funding for the Polk City to High Trestle Trail connection and authorizing the Director or his designee to sign said agreement.

POLK COUNTY CONSERVATION BOARD
R E S O L U T I O N

MOVED by _____ that the following Resolution be adopted:

WHEREAS, a Resolution authorizing the Polk County Conservation to submit an application for funding from the Federal Surface Transportation Block Grant Set-Aside program to the Des Moines area Metropolitan Planning Organization (MPO) for the partial funding of the construction of Polk City to High Trestle Trail connector trail and further approving the application which obligates the Polk County Conservation Board to matching funds for the construction of said project (Polk County, Iowa); and

WHEREAS, Polk County Conservation Board is a full member of the Des Moines Area Metropolitan Planning Organization; and

WHEREAS, The Federal Surface Transportation Block Grant Program provides funding to local jurisdictions for the construction of eligible projects; and

WHEREAS, the program is administered by the Des Moines Metropolitan Planning Organization which prioritizes and ranks all project applications; and

NOW, THEREFORE BE IT RESOLVED that Polk County Conservation Board of the Des Moines Metropolitan Planning Organization that:

The Polk County Conservation Board supports and approves the attached application for Federal Surface Transportation Block Grant Set-Aside Program Funding.

The Polk County Conservation Board hereby commits to the Des Moines Metropolitan Planning Organization matching monies as required by the Federal Surface Transportation Block Grant Set-Aside Program Funding.

The Polk County Conservation Board hereby commits to accept and maintain these improvements for a minimum of twenty (20) years following completion.

Approved this 10th day of February, 2021

POLK COUNTY CONSERVATION BOARD

Ryan Crane, Chairperson

	Date	February 10, 2021
	Item No. Roll Call No. Submitted by:	ACTION 21-0215 Adam Fendrick Park Planner

AGENDA HEADING:

Approving the Wellmark Foundation 2021 Large Match Grant application for trails at Copper Creek Park.

INFORMATION:

Staff would like to submit an application for the Wellmark Foundation Large Match Grant for the trail system proposed for Copper Creek Park. The grant funds projects that promote safe environments and physical activity. We believe this aligns well with the trail system proposed for Copper Creek and is a great candidate for such a grant. Staff will request a grant in the amount of \$100,000.

It is anticipated that over five-miles of single track bicycle trails with bicycle obstacle elements will provide opportunities for beginner and advanced riders alike.

FISCAL IMPACT:

<u>Amount:</u>	\$300,000	Estimate Project Costs
	\$ 60,000	20% Contingency
	<u>\$360,000</u>	<u>Project Total</u>
	\$100,000	The Wellmark Foundation Match Grant
<u>Funding Source:</u>	\$260,000	(PCCB- Future Bond)

PREVIOUS BOARD ACTION(S):

Date: NA
Roll Call: NA
Action: NA

RECOMMENDATION:

Approving the Wellmark Foundation 2021 Large Match Grant application for trails at Copper Creek Park and authorizing the Director or his designee to sign said agreement.

	Date	February 10, 2021
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 21-0216 Cassandra Cook Conservation Ecologist

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:

RollCall:

Action:

RECOMMEDATION:

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