



BOARD MEETING

February 9, 2022

5:30 p.m. - Polk County Administration Bldg., Room 120

111 Court Ave., Des Moines, IA

AGENDA

- 1) **Roll Call**
- 2) **Public Comments**
- 3) **Great Outdoors Foundation Presentation**
- 4) **New Employee Introduction**
 - a. **Jessica Lown – Community Outreach Supervisor**
- 5) **Financial Reports**
- 6) **Action on the Minutes of the Previous Meeting(s)**

CONSENT AGENDA

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

- 7) **Approving** bill list.
- 8) **Approving** amendment to agreement for the shared use and fees for golf badges at City of Des Moines Municipal Golf Courses, Jester Park Golf Course, and Terrace Hills Golf Course between City of Des Moines, Polk County Conservation Board, City of Altoona, C Corporation, and CS Corporation for the 2022 golf season.
- 9) **Approving** update to the Polk County Conservation Public Art Policy and continuation of annual funding for the program at \$20,000 per year from 2022-2032.
- 10) **Approving** an application for the Central Iowa Regional Transportation Planning Alliance (CIRPTA) Transportation Alternatives Program (TAP) grant and intent to provide 20% matching funding for 2026 TAP funding for the repair and reconstruction of the Skunk River Bridge on the Chichaqua Valley Trail.
- 11) **Approving** amendment to JEO's agreement to include Construction Testing & Inspection Services for the Fourmile Road Removals in an amount not to exceed \$30,200.
- 12) **Authorizing** the Polk County Conservation Director, Richard Leopold, to sign the legal instrument for the Sycamore Access Trailhead application on behalf of Polk County Conservation.
- 13) **Approving** "Lupine", the Polk County Conservation Public Art Committee's choice for the 2022 Rotating Sculpture Program at Jester Park.
- 14) **Approving** the creation of a Parks Internship position within the Parks Division, following the Polk County Board of Supervisors resolution at their upcoming 2/15/22 meeting.
- 15) **Approving** revised job classification/description for the Stable Laborer(s) and Stable Laborer Lead(s) and establishing the miscellaneous pay rate at \$15.00 and \$17.00 per hour respectively and eliminating the Assistant Riding Instructor position(s) following the Polk County Board of Supervisors resolution at their upcoming 2/15/22 meeting.

ACTION ITEMS

- 16) **Approving** the Professional Services Agreement with Shive-Hattery to complete feasibility studies and master planning for Sleepy Hollow Sports Park in the amount of \$97,300.

- 17) **Approving** the purchase of a CAT 299D3XE Land Mgt. skid steer and CAT HM418 forestry mower head in the amount of \$163,842 with a 5% contingency for the natural resources division.
- 18) **Awarding** lowest contractor bid for Hazard Tree Removals in Polk County Conservation parks to RW Excavating in a contract amount of \$85,500, plus a 10% contingency.
- 19) **Approving** a no-cost land transfer of two parcels near Chichaqua Bottoms Greenbelt from the Iowa Department of Transportation to Polk County Conservation Board.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

20) Land Acquisition

ADJOURNMENT

Upcoming Events

- February 17, 2022: GOF Board Meeting via Zoom, 8:00 AM
- March 9, 2022: PCC Board Meeting, 5:30 PM, Polk Co Admin Bldg, Rm 120

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

2021- 2022 Revenue Budget
- as of 1/31/22 (58.33% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0213	Equipment	\$ 5,000	\$ 35,671	\$ (30,671)	713.4%
6006	Environmental Ed	\$ 100,000	\$ 40,433	\$ 59,567	40.4%
6009	Natural Resources	\$ 72,000	\$ 122,325	\$ (50,325)	169.9%
6101	Administration	\$ 402,000	\$ 80,303	\$ 321,697	20.0%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ 254,000	\$ 17,108	\$ 236,892	0.0%
6110	Parks Advocacy Unit	\$ 672,500	\$ 439,077	\$ 233,423	65.3%
6118	Fleet Services	\$ 10,000	\$ 3,166	\$ 6,834	
6119	Construction/Maint.	\$ -	\$ 10,262	\$ (10,262)	0.0%
6124	Equestrian Center	\$ 225,000	\$ 81,086	\$ 143,914	36.0%
Sub-Total - General Fund 1		\$ 1,740,500	\$ 829,431	\$ 911,069	47.7%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 100,000	\$ 58,871	\$ 41,129	0.0%
6126	Mitigation Banking	\$ -	\$ 418,424	\$ (418,424)	0.0%
6127	Miscellaneous	\$ 1,000	\$ 6,127	\$ (5,127)	612.7%
6128	Cabins	\$ 110,000	\$ 87,612	\$ 22,388	79.6%
6129	Laurisden Skatepark	\$ 2,000	\$ 19,446	\$ (17,446)	0.0%
Sub-Total - General Fund 6		\$ 213,000	\$ 590,480	\$ (377,480)	277.2%
REAP - Fund 26					
0211	Resource Enhancement	\$ 111,000	\$ 115,367	\$ (4,367)	103.9%
Reserve - Fund 50					
0210-0214	Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 320,000	\$ 272,425	\$ 47,575	85.1%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 304,000	\$ 146,803	\$ 157,197	48.3%
Sub-Total - Enterprises Fund 286		\$ 304,000	\$ 146,803	\$ 157,197	48.3%
Grand Total - Conservation		\$ 2,688,500	\$ 1,954,506	\$ 733,994	72.7%

2021 - 2022 Expense Budget
- as of 1/31/22 (58.33% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0213	Equipment	\$ 280,000	\$ 123,197	\$ 156,803	44.0%
6006	Environmental Ed	\$ 708,752	\$ 330,221	\$ 378,531	46.6%
6009	Natural Resources	\$ 1,104,160	\$ 633,828	\$ 470,332	57.4%
6101	Administration	\$ 1,052,171	\$ 797,837	\$ 254,334	75.8%
6103	Community Outreach	\$ 212,372	\$ 107,673	\$ 104,699	50.7%
6104	Conservation Grants-2018 Flood	\$ 193,000	\$ 50,562	\$ 142,438	0.0%
6110	Parks Advocacy Unit	\$ 1,370,883	\$ 778,064	\$ 592,819	56.8%
6118	Fleet Services	\$ 538,046	\$ 142,704	\$ 395,342	26.5%
6119	Construction/Maint.	\$ 691,364	\$ 394,069	\$ 297,295	57.0%
6124	Equestrian Center	\$ 610,594	\$ 391,759	\$ 218,835	64.2%
Sub-Total - General Fund 1		\$ 6,761,342	\$ 3,749,914	\$ 3,011,428	55.5%
6125	JP Lodge	\$ 75,000	\$ 3,768	\$ 71,232	5.0%
6126	Mitigation Banking	\$ 0	\$ 6,825	\$ (6,825)	0.0%
6127	Miscellaneous	\$ 25,000	\$ 6,453	\$ 18,547	25.8%
6128	JP Cabins	\$ 61,028	\$ 38,155	\$ 22,873	62.5%
6129	Laurisden Skatepark	\$ 100,000	\$ 106,968	\$ (6,968)	0.0%
Sub-Total - General Fund 6		\$ 261,028	\$ 162,169	\$ 98,859	62.1%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,524,848	\$ 856,897	\$ 667,951	56.2%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ 35,000	\$ 68,504	\$ (33,504)	195.7%
REAP - Fund 26					
0211	Resource Enhancement	\$ 107,069	\$ 5,550	\$ 101,519	5.2%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 2,524,641	\$ 1,928,036	\$ 596,605	76.4%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 335,000	\$ 103,086	\$ 231,914	30.8%
Sub-Total - Enterprises Fund 286		\$ 335,000	\$ 103,086	\$ 231,914	30.8%
Grand Total - Conservation		\$ 11,548,928	\$ 6,874,156	\$ 4,674,772	59.5%

PCWLL EXPENDITURES AS OF :

January 31, 2022

SUB-LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKEN)	\$ 49,851	\$ 99,643	\$ -	\$ 865,150	\$ 94,142	\$ 175	\$ (809,974)	\$ 149,494	\$ (0)	DONE
C06-6134	CBG SHAW ACQUISITION	\$ 432,776	\$ -	\$ -	\$ -	\$ -	\$ 691,636	\$ (258,860)	\$ 432,776	\$ 0	DONE
C08-6142	JESTER PARK CABINS	\$ 687,625	\$ -	\$ -	\$ 687,625	\$ -	\$ -	\$ -	\$ 687,625	\$ 0	DONE
C11-6205	CVT CONN-BONDURANT TO NE 29TH	\$ 1,265,051	\$ 30,683	\$ -	\$ 1,954,413	\$ 131,607	\$ 7,262	\$ (797,548)	\$ 1,295,734	\$ (0)	DONE
C12-6213	CBG WELL REPLACEMENT	\$ 73,859	\$ -	\$ -	\$ 71,746	\$ 150	\$ 1,963	\$ -	\$ 73,859	\$ 0	DONE
C12-6214	CBG OBSERVATION DECK	\$ 89,040	\$ -	\$ -	\$ 77,840	\$ 11,200	\$ -	\$ -	\$ 89,040	\$ (0)	DONE
C12-6218	JP EQUIPMENT MAINTENANCE BLDG RELOCATION	\$ 406,291	\$ 13,762	\$ -	\$ 420,053	\$ -	\$ -	\$ -	\$ 420,053	\$ (0)	DONE
C12-6219	EC IMPROVEMENTS	\$ 10,671	\$ -	\$ -	\$ 7,253	\$ 3,418	\$ -	\$ -	\$ 10,671	\$ 0	DONE
C12-6220	4-MILE CREEK WATERSHED	\$ 20,309	\$ -	\$ 1,077,061	\$ -	\$ 20,309	\$ -	\$ -	\$ 20,309	\$ 0	DONE
C12-6221	JP NATURE CENTER	\$ 363,349	\$ 3,636,651	\$ 1,000,000	\$ 8,077,560	\$ 2,073,148	\$ 510,936	\$ (4,242,785)	\$ 6,418,858	\$ (918,858)	\$ -
C12-6222	CBG MASTER PLAN	\$ 87,000	\$ 484,185	\$ 303,709	\$ 201,148	\$ 369,249	\$ 1,560	\$ -	\$ 571,956	\$ (0)	
C12-6223	ACKELSON TRAIL PHASE I (fkn EL Trail Phase I)	\$ 1,083,651	\$ -	\$ 189	\$ 903,781	\$ 176,108	\$ 3,951	\$ -	\$ 1,083,840	\$ 0	DONE
C12-6224	ACKELSON TRAIL PHASE II (fka EL Trail Phase II)	\$ 644,718	\$ 93,918	\$ -	\$ 1,066,959	\$ 216,221	\$ 15,457	\$ (560,000)	\$ 738,636	\$ (0)	DONE
C12-6225	ACKELSON TRAIL PHASE III (fka EL Trail Phase III)	\$ 52,661	\$ 941,136	\$ 475,000	\$ 3,906,577	\$ 580,827	\$ 9,891	\$ (1,940,951)	\$ 2,556,344	\$ (0)	\$ -
C12-6226	FDM POND IMPROVEMENTS & SEDIMENT BASIN	\$ 679,065	\$ 49,386	\$ -	\$ 769,399	\$ 136,036	\$ 23,016	\$ (200,000)	\$ 728,451	\$ 0	DONE
C12-6227	FDM PARK IMPR-SHELTER/TRAILS/PENINSULA	\$ 121,175	\$ 1,364,205	\$ -	\$ 1,044,826	\$ 203,713	\$ 340,277	\$ (103,437)	\$ 1,485,380	\$ 0	DONE
C12-6228	JP PARK IMPROVEMENTS-CAMP AREA #2 ELECTRIC	\$ 382,911	\$ -	\$ -	\$ 336,945	\$ 30,450	\$ 15,516	\$ -	\$ 382,911	\$ (0)	DONE
C12-6229	HTT CONNECTOR TO GLW (fka Neal Smith)	\$ 9,800	\$ 1,404	\$ 350	\$ -	\$ 11,554	\$ -	\$ -	\$ 11,554	\$ (0)	DONE
C12-6230	TM CAMP CREEK STABILIZATION	\$ 1,027,125	\$ 38,682	\$ -	\$ 867,694	\$ 198,000	\$ 113	\$ -	\$ 1,065,807	\$ (0)	DONE
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE	\$ 56,574	\$ 57,371	\$ 160,055	\$ 43,175	\$ 57,553	\$ 24,712	\$ (1,205)	\$ 124,236	\$ (0)	
C12-6232	YB PARK IMPROVEMENTS	\$ 55,797	\$ 626,772	\$ 504,608	\$ 1,066,422	\$ 204,745	\$ 175,407	\$ (209,981)	\$ 1,236,593	\$ 85,337	
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	\$ 488,280	\$ 121,539	\$ 20,500	\$ 8,052	\$ (3,002)	\$ 147,089	\$ (0)	DONE
C12-6234	JP ENTRANCE RELOCATION	\$ 352,768	\$ 743,313	\$ -	\$ 946,670	\$ 122,707	\$ 37,197	\$ -	\$ 1,106,573	\$ 0	DONE
C12-6235	CBG WOOSLEY PROPERTY	\$ 2,200	\$ 516,683	\$ -	\$ -	\$ -	\$ 518,883	\$ -	\$ 518,883	\$ (0)	DONE
C12-6236	CBG MENDENHALL ACQUISITION	\$ 681,167	\$ -	\$ -	\$ -	\$ -	\$ 681,167	\$ -	\$ 681,167	\$ 0	DONE
C12-6237	CXT VAULT TOILETS	\$ 64,133	\$ 106,807	\$ 97,987	\$ -	\$ -	\$ 268,927	\$ -	\$ 268,927	\$ 0	
C12-6238	CBG WETLANDS/DRAINAGE RESTORATION	\$ 67,221	\$ 303,836	\$ 277,474	\$ 521,244	\$ 147,214	\$ 10,421	\$ (100,000)	\$ 578,878	\$ (0)	DONE
C12-6239	YB DAM REPAIRS	\$ 898,097	\$ -	\$ -	\$ 775,964	\$ 112,507	\$ 9,626	\$ -	\$ 898,097	\$ 0	DONE
C12-6240	BEAVER CREEK LAND ACQUISITION	\$ 93,469	\$ -	\$ -	\$ -	\$ 457	\$ 93,012	\$ -	\$ 93,469	\$ 0	DONE
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$ 200,237	\$ 615,221	\$ 706,624	\$ 1,303,352	\$ 8,219	\$ -	\$ -	\$ 1,311,571	\$ 200,019	
C12-6243	CAMP CREEK-MILLER/RIST LAND ACQUISITION	\$ 342,197	\$ 3,408	\$ -	\$ -	\$ -	\$ 345,605	\$ -	\$ 345,605	\$ -	DONE
C12-6244	CBG AIRPORT 16 ACQUISITION	\$ 75,588	\$ -	\$ -	\$ -	\$ -	\$ 75,588	\$ -	\$ 75,588	\$ -	DONE
C12-6245	YB ALITZ PROPERTY ACQUISITION	\$ 298,950	\$ -	\$ -	\$ -	\$ -	\$ 298,950	\$ -	\$ 298,950	\$ 0	DONE
C12-6246	CBG FREELAND LAND ACQUISITION	\$ 204,437	\$ -	\$ -	\$ -	\$ -	\$ 204,437	\$ -	\$ 204,437	\$ -	DONE
C12-6247	CBG AIRPORT 60 LAND ACQUISITION	\$ 242,087	\$ (60,638)	\$ -	\$ -	\$ -	\$ 246,099	\$ (64,650)	\$ 181,449	\$ 0	DONE
C12-6248	CBG EVERLY PROPERTY-NO SALE APPRAISAL ONLY	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ 1,200	\$ -	DONE

PCWLL EXPENDITURES AS OF :

January 31, 2022

SUB-LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
C12-6249	BROWN'S WOODS TRAILHEAD IMPROVEMENTS	\$ 49,882	\$ 77,804	\$ -	\$ 89,387	\$ 5,225	\$ 33,075	\$ -	\$ 127,686	\$ (0)	DONE
C12-6250	YB PRIEST PROPERTY ACQUISITION	\$ 321,640	\$ 11,775	\$ -	\$ -	\$ -	\$ 333,415	\$ -	\$ 333,415	\$ -	DONE
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$ 339,492	\$ 330,508	\$ 267,385	\$ 245,256	\$ 78,383	\$ 795,681	\$ (173,200)	\$ 946,120	\$ (24,482)	
C13-6251	OVERALL PROGRAM MANAGEMENT	\$ 43,095	\$ (3,095)	\$ 20,000	\$ -	\$ 43,095	\$ -	\$ -	\$ 43,095	\$ 0	DONE
C13-6252	EL LODGE CONSTRUCTION	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C13-6253	TM ACCESSIBLE TRAIL AROUND POND	\$ 165,338	\$ -	\$ -	\$ 94,351	\$ -	\$ 70,987	\$ -	\$ 165,338	\$ (0)	DONE
C13-6254	TM OVERLIN PROPERTY ACQUISITION	\$ 74,257	\$ -	\$ -	\$ -	\$ -	\$ 74,257	\$ -	\$ 74,257	\$ -	DONE
C13-6255	MALLY'S STREAMBANK STABILIZATION	\$ 400	\$ (400)	\$ 400	\$ -	\$ 400	\$ 311	\$ -	\$ 711	\$ (0)	DONE
C13-6256	PCWLL PUBLIC AWARENESS	\$ 2,723	\$ (2,723)	\$ 11,797	\$ -	\$ -	\$ 36,797	\$ -	\$ 36,797	\$ (0)	
C13-6258	NATURAL AREA RESTORATIONS	\$ 8,481	\$ 289,156	\$ 1,378,389	\$ -	\$ 10,721	\$ 871,062	\$ (59,416)	\$ 822,367	\$ 635,779	
C13-6259	JP ORWC	\$ 4,200	\$ (4,200)	\$ 4,200	\$ -	\$ 4,200	\$ 23,983	\$ -	\$ 28,183	\$ 0	DONE
C13-6261	ANKENY HTT EXTENSION TO DSM	\$ 908,585	\$ -	\$ -	\$ -	\$ -	\$ 3,073,585	\$ (2,165,000)	\$ 908,585	\$ 0	DONE
C13-6262	EL J.C. WHITE PROPERTY	\$ 187,685	\$ 8,913	\$ 1,050	\$ -	\$ -	\$ 289,857	\$ (92,209)	\$ 197,648	\$ (0)	DONE
C13-6263	CVT SPUR TO MALLY'S	\$ 1,100	\$ 150,837	\$ -	\$ 87,283	\$ 49,957	\$ 14,697	\$ -	\$ 151,937	\$ 0	DONE
C13-6265	YB BANE PROPERTY	\$ 238,750	\$ 24,374	\$ -	\$ -	\$ -	\$ 263,124	\$ -	\$ 263,124	\$ (0)	DONE
C14-6268	EL DIKES/DREDGING/WATER QUALITY	\$ 230,289	\$ 2,364,456	\$ 255	\$ 6,530,936	\$ 1,136,944	\$ 486,867	\$ (4,478,758)	\$ 3,675,988	\$ (0)	
C14-6269	FDSM CLASSROOM	\$ 12,873	\$ (12,873)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	DONE
C14-6270	EL COVERED BRIDGE IMPROVEMENTS	\$ 62,714	\$ -	\$ -	\$ 56,920	\$ -	\$ 5,794	\$ -	\$ 62,714	\$ 0	DONE
C14-6271	CBG KAL-DEN FARMS PROPERTY (SWAN LAKE)	\$ 100,090	\$ (20,000)	\$ -	\$ -	\$ -	\$ 143,590	\$ (63,500)	\$ 80,090	\$ 0	DONE
C14-6272	EL RAIN GARDENS	\$ 15,379	\$ (8,983)	\$ -	\$ -	\$ -	\$ 28,874	\$ (22,478)	\$ 6,396	\$ (0)	DONE
C14-6274	CONSERVATION CORPS	\$ 48,898	\$ 152,702	\$ 483,238	\$ -	\$ -	\$ 816,004	\$ -	\$ 816,004	\$ 0	
C14-6275	GWT-BILL RILEY TRAIL	\$ 22,672	\$ 160,641	\$ -	\$ 138,984	\$ 44,285	\$ 44	\$ -	\$ 183,313	\$ 0	DONE
C14-6276	CBG SMITH PROPERTY	\$ 34,687	\$ 124,738	\$ -	\$ -	\$ -	\$ 159,425	\$ -	\$ 159,425	\$ -	DONE
C15-6277	WATER QUALITY	\$ -	\$ -	\$ 1,133,815	\$ -	\$ 163,108	\$ 1,670,948	\$ (120,000)	\$ 1,714,055	\$ (9,552)	DONE
C15-6278	CBG HALE POND REPAIR	\$ -	\$ 37,051	\$ -	\$ 36,825	\$ 226	\$ -	\$ -	\$ 37,051	\$ -	DONE
C15-6279	DNR WATER REC ACCESS GRANT-FDM	\$ -	\$ 7,105	\$ 45	\$ -	\$ -	\$ 28,600	\$ (21,450)	\$ 7,150	\$ -	DONE
C15-6281	TM STROSAHL	\$ -	\$ 360,475	\$ -	\$ -	\$ -	\$ 360,475	\$ -	\$ 360,475	\$ -	DONE
C16-6282	4-MILE CREEK MASTER PLAN	\$ -	\$ -	\$ 62,000	\$ -	\$ 62,000	\$ 1,407	\$ -	\$ 63,407	\$ 0	DONE
C16-6283	TM MURRAY PROPERTY	\$ -	\$ 211,045	\$ -	\$ -	\$ -	\$ 246,045	\$ (35,000)	\$ 211,045	\$ -	DONE
C16-6284	YB MILLER PROPERTY	\$ -	\$ 2,655	\$ 700	\$ -	\$ -	\$ 3,355	\$ -	\$ 3,355	\$ -	DONE
C16-6285	CBG KIMBERLY FARMS PROPERTY	\$ -	\$ 500	\$ -	\$ -	\$ 7,078	\$ (2,964)	\$ (64,000)	\$ (59,886)	\$ 60,386	DONE
C16-6286	EL DELANEY PROPERTY	\$ -	\$ 5,122	\$ -	\$ -	\$ -	\$ 5,122	\$ -	\$ 5,122	\$ -	DONE
C16-6287	EC MASTER PLAN IMPROVEMENTS	\$ -	\$ 500,000	\$ 17,866	\$ 468,119	\$ 2,526	\$ 47,221	\$ -	\$ 517,866	\$ 0	DONE
C16-6288	EL CHURCH PROPERTY	\$ -	\$ 35,615	\$ 92,019	\$ -	\$ -	\$ 127,634	\$ -	\$ 127,634	\$ -	DONE
C17-6289	4-MILE WILSON PROPERTY	\$ -	\$ 52,792	\$ -	\$ -	\$ -	\$ 52,792	\$ -	\$ 52,792	\$ -	DONE
C17-6290	CG CLUBHOUSE RENOVATIONS	\$ -	\$ 8,829	\$ 391,171	\$ 325,288	\$ 68,279	\$ 6,433	\$ -	\$ 400,000	\$ -	
C17-6291	4-MILE BAIN PROPERTY	\$ -	\$ 336,054	\$ 210,989	\$ -	\$ -	\$ 547,043	\$ -	\$ 547,043	\$ 0	DONE
C17-6292	CBG MORGAN PROPERTY	\$ -	\$ 372,200	\$ -	\$ -	\$ -	\$ 372,200	\$ -	\$ 372,200	\$ -	DONE

PCWLL EXPENDITURES AS OF :

January 31, 2022

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
C17-6293	4-MILE TRAILS END PROPERTY	\$ -	\$ 3,500	\$ 1,311,550	\$ -	\$ -	\$ 1,315,050	\$ -	\$ 1,315,050	\$ (0)	DONE
C17-6295	CVT CONN-NE 29TH TO BROADWAY	\$ -	\$ 83,885	\$ 429,000	\$ 302,302	\$ 131,525	\$ -	\$ -	\$ 433,827	\$ 0	
C17-6296	BEAVER CREEK WATERSHED IMPROVEMENTS	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	DONE
C17-6297	CBG-DYKSTRA PROPERTY	\$ -	\$ -	\$ 335,368	\$ -	\$ 21,297	\$ 590,416	\$ (268,033)	\$ 343,680	\$ 0	DONE
C17-6298	CBG-VEASMAN PROPERTY	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ 500	\$ -	DONE
C17-6299	CBG-K KIMBERLY PROPERTY	\$ -	\$ -	\$ 592,623	\$ -	\$ -	\$ 594,851	\$ (232,102)	\$ 362,749	\$ 232,102	DONE
C18-6302	WETLAND BANKING	\$ -	\$ -	\$ 80,573	\$ -	\$ 140,341	\$ 158,720	\$ -	\$ 299,061	\$ 0	
C18-6303	CBG-PROPERTY 18	\$ -	\$ -	\$ 950	\$ -	\$ -	\$ 950	\$ -	\$ 950	\$ -	DONE
C18-6304	4-MILE O'MARA PROPERTY	\$ -	\$ -	\$ 4,400	\$ -	\$ -	\$ 4,400	\$ -	\$ 4,400	\$ -	DONE
C18-6305	YB PORTER PROPERTY	\$ -	\$ -	\$ 151,181	\$ -	\$ -	\$ 151,519	\$ -	\$ 151,519	\$ 0	DONE
C18-6306	YB JACK MILLER PROPERTY	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ -	DONE
C18-6307	EL HAGER PROPERTY	\$ -	\$ 512,416	\$ -	\$ -	\$ -	\$ 512,416	\$ -	\$ 512,416	\$ -	DONE
C18-6309	EAGLE ROOST GOODHUE	\$ -	\$ 2,421	\$ 79	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -	DONE
C18-6310	EAGLE ROOST JOHNSON	\$ -	\$ 1,250	\$ -	\$ -	\$ -	\$ 1,250	\$ -	\$ 1,250	\$ -	
C18-6312	MISCELLANEOUS LAND	\$ -	\$ -	\$ 16,945	\$ -	\$ 4,317	\$ 62,447	\$ -	\$ 66,764	\$ 13,148	
C18-6313	EASTER LAKE CAMPGROUND	\$ -	\$ 4,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C18-6314	JESTER PARK LODGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (851)	\$ -	\$ (851)	\$ (0)	
C19-6318	NR SHOP	\$ -	\$ -	\$ 2,000,000	\$ 1,840,778	\$ 11,293	\$ 233,811	\$ -	\$ 2,085,883	\$ 0	
C19-6319	CBG - RANGER HOUSE	\$ -	\$ -	\$ -	\$ 287,149	\$ -	\$ 32,265	\$ -	\$ 319,414	\$ 0	
C19-6320	T2T BRIDGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C19-6324	4-MILE GREENWAY RESTORATION	\$ -	\$ -	\$ 14,634	\$ 6,048	\$ 19,204	\$ 1,460	\$ -	\$ 26,712	\$ 0	
C19-6325	CBG-SPRAGUE PROPERTY	\$ -	\$ -	\$ 116,099	\$ -	\$ 338	\$ 115,761	\$ -	\$ 116,099	\$ (0)	
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ 40,710	\$ 90,912	\$ (71,070)	\$ 60,552	\$ 327,015	
C19-6328	MALLY'S WILLIAMSON	\$ -	\$ -	\$ 120,913	\$ -	\$ -	\$ 120,913	\$ -	\$ 120,913	\$ -	
C19-6330	YB - DEBOEF PROPERTY	\$ -	\$ -	\$ 57,836	\$ -	\$ -	\$ 57,836	\$ -	\$ 57,836	\$ 0	
C19-6331	YB- DEATON	\$ -	\$ -	\$ 59,804	\$ -	\$ -	\$ 60,176	\$ -	\$ 60,176	\$ 0	
C19-6334	CBG LANE PROPERTY	\$ -	\$ -	\$ 568,705	\$ -	\$ 862	\$ 592,966	\$ (53,381)	\$ 540,447	\$ 28,258	
C19-6337	JP BIOCELLS	\$ -	\$ -	\$ -	\$ 24,129	\$ -	\$ 19,020	\$ -	\$ 43,149	\$ (0)	
C20-6341	CBG/DAN MILLER PROPERTY	\$ -	\$ -	\$ 206,998	\$ -	\$ 2,100	\$ 204,898	\$ -	\$ 206,998	\$ 0	
C20-6342	YB/PUJA PROPERTY	\$ -	\$ -	\$ 10,224	\$ -	\$ -	\$ 10,224	\$ -	\$ 10,224	\$ -	
C20-6343	4-MILE/SLEEP HOLLOW	\$ -	\$ -	\$ 248,403	\$ -	\$ -	\$ 248,403	\$ -	\$ 248,403	\$ -	
C20-6344	MALLY'S/RANKIN	\$ -	\$ -	\$ 2,652	\$ -	\$ -	\$ 2,652	\$ -	\$ 2,652	\$ -	
C20-6346	JESTER PARK CAMPGROUND #1 IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C20-6349	COPPER CREEK	\$ -	\$ -	\$ 301,972	\$ -	\$ -	\$ 301,972	\$ (6,691)	\$ 295,281	\$ 6,691	
C20-6351	EASTERN MOUNDS	\$ -	\$ -	\$ 35,200	\$ -	\$ -	\$ 35,200	\$ -	\$ 35,200	\$ -	
C20-6352	HTT TO POLK CITY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ 6,000	\$ (6,000)	

PCWLL EXPENDITURES AS OF :

January 31, 2022

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
LAND ACQ.	LAND ACQUISITIONS	\$ -	\$ -	\$ 4,118,436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,242,713	
C18-6312	MISCELLANEOUS LAND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
C19-6332	4-MILE GREINER PROPERTY	\$ -	\$ -	\$ 2,200	\$ -	\$ -	\$ 2,200		\$ 2,200	\$ -	
C19-6333	ADELPHI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
C19-6335	BEAVER CREEK - SWAICH	\$ -	\$ -	\$ 1,800	\$ -	\$ -	\$ 1,800		\$ 1,800	\$ -	
		\$ 14,030,000	\$ 15,979,172	\$ 20,357,200	\$ 36,650,847	\$ 6,995,553	\$ 21,154,681	\$ (17,218,682)	\$ 47,582,399	\$ 2,784,055	\$ -

**Date**

February 9, 2022

Item No.**CONSENT****Roll Call No.****22-0208****Submitted by:****Kami Rankin****Deputy Director****AGENDA HEADING:**

Approving amendment to agreement for the shared use and fees for golf badges at City of Des Moines Municipal Golf Courses, Jester Park Golf Course, and Terrace Hills Golf Course between City of Des Moines, Polk County Conservation Board, City of Altoona, C Corporation, and CS Corporation for the 2022 golf season.

INFORMATION:

On November 20, 2017 by Roll Call No. 17-S1102, the Board approved a joint season badge pricing system that would allow season badge holders to have access to the City of Des Moines' three golf courses (Blank, Grandview, and Waveland) and Jester Park Golf Course. The agreement allowed specific badges to be used at all four golf courses with a revenue sharing arrangement based on the amount of play at each individual course.

In 2019 a new agreement was structured with the same terms and conditions but included the addition of Terrace Hills in the City of Altoona. Terrace Hills is now under new ownership and chooses not to be part of the season badge holder program. Therefore, we will be going back to the original agreement that includes Jester Park Golf Course and the three City of Des Moines Municipal Courses.

In 2021, Jester Park accounted for 37% (\$245,395) in badge sales revenues and generated 33% (13,295) of the rounds played overall from season badge holders.

FISCAL IMPACT:

Amount: +\$245,395

Source: Revenues from sale of season golf badges based on the number of rounds played at each golf course.

PREVIOUS BOARD ACTION(S):

Date: December 7, 2019

Roll Call: 19-1207 **(4-Yea; 1-Absent)**

Action: Approving joint season golf badge agreement with the cities of Altoona and Des Moines and C-Corporation and CS Corporation for the 2020 golf season.

Date: November 20, 2017

Roll Call: 17-S1102 **(4-Yea; 1-Absent)**

Action: Approving joint season golf badge agreement with the City of Des Moines and C-Corporation and badge fee schedule subject to Legal review and approval as to form.

Date: December 14, 2016

Roll Call: 16-1212 **(4-Yea; 1-Absent)**

Action: Recommendation to award the private management agreement for Jester Park Golf Course to C-Corporation.

RECOMMENDATION:

Approving amendment to agreement for the shared use and fees for golf badges at City of Des Moines Municipal Golf Courses, Jester Park Golf Course, and Terrace Hills Golf Course between City of Des Moines, Polk County Conservation Board, City of Altoona, C Corporation, and CS Corporation for the 2022 golf season and authorizing the Board Chair or his designee to sign same.

**AMENDMENT TO
AGREEMENT
FOR THE SHARED USE AND FEES FOR GOLF BADGES AT
CITY OF DES MOINES MUNICIPAL GOLF COURSES,
JESTER PARK GOLF COURSE, AND TERRACE HILLS GOLF COURSE
BETWEEN
CITY OF DES MOINES, POLK COUNTY CONSERVATION BOARD, CITY OF
ALTOONA, C CORPORATION, AND CS CORPORATION**

THIS AGMENDMENT is made and entered into this ____ day of _____, 2022 by and between the City of Des Moines, Iowa (“Des Moines”), Polk County Conservation Board (“PCCB”), the City of Altoona (“Altoona”), C Corporation, and CS Corp., LLC (collectively the “Parties”) to that Agreement For The Shared Use And Fees For Golf Badges At City of Des Moines Municipal Golf Courses, Jester Park Golf Course, and Terrace Hills Golf Course Between the Parties dated January 13, 2017 (“the Agreement”) .

WHEREAS, Des Moines owns three municipal golf courses, A. H. Blank Municipal Golf Course, Bright Grandview Park Municipal Golf Course, and Waveland Municipal Golf Course (“Des Moines Golf Courses”), PCCB operates Jester Park Golf Course which is owned by Polk County, and Terrace Hills Golf Course owned by Altoona, (collectively “the Golf Courses”); and

WHEREAS, the Des Moines Golf Courses and Jester Park Golf Course are operated under separate management agreements by C Corporation and Terrace Hills Golf Course is under the management of CS Corp., LLC under an agreement with Altoona in effect on January 1, 2020; and

WHEREAS, pursuant to the Agreement, Des Moines, PCCB, and Altoona offer and sell a golf course season pass, commonly referred to as a “season badge”, which allows unlimited play at their respective Golf Courses, for the pass holder (“Season Badge”) and allow use of their respective Season Badges at any of the Golf Courses during their respective golf seasons; and

WHEREAS, the Parties agree that Terrace Hills Golf Course will no longer participate in the golf badge shared use and fees program under the Agreement as provided herein.

NOW THEREFORE, it is agreed as follows:

1. Effective upon 11:59 pm on December 31, 2021, the Parties agree that the Terrace Hills Golf Course will cease its participation in the Agreement and the Agreement shall be terminated as between the City of Altoona and CS Corp., LLC and the other Parties.
2. Section II.3 of the Agreement shall apply to payments to be made or received by the Parties regarding Terrace Hills Golf Course Season Badges sales and use prior to the effective date of this Amendment.
3. Except as modified above, all other terms of the Agreement shall remain in effect.

IN WITNESS THEREOF, the City of Des Moines, Polk County Conservation Board, the City of Altoona, C Corporation and CS Corp., LLC have caused this Agreement to be executed by an authorized representative of such party.

CITY OF DES MOINES, IOWA

T. M. Franklin Cownie, Mayor

Approved as to Form:

Attest:

Ann DiDonato
Assistant City Attorney

Kay Cmelik
City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2022, before me, a Notary Public in and for said County, personally appeared T. M. FRANKLIN COWNIE and KAY CMELIK to me personally known, and who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Des Moines, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, as contained in the Resolution adopted under Roll Call No. 22- _____, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public for Iowa

CITY OF ALTOONA, IOWA

Dean O’Conner, Mayor

Attest

Randy Pierce
City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County, personally appeared DEAN O’CONNER and RANDY PIERCE to me personally known, and who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Altoona, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, as contained in the Resolution adopted under Roll Call No. 22- _____, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public for Iowa

POLK COUNTY CONSERVATION BOARD

Ryan Crane, Chairperson

Approved As To Form:

Attest:

Dave Hibbard, Polk County Attorney Office

Katie Stoklasa, Board Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2022, before me, a Notary Public in and for said County, personally appeared RYAN CRANE and KATIE STOKLASA, to me personally known, and who being duly sworn, did say that they are the Chairperson and Board Clerk, respectively of the Polk County Conservation Board, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of Polk County Conservation Board, and that said instrument was signed and sealed on behalf of said entity by authority and resolution of its Board as contained in Resolution No. _____ adopted on _____, 2022, and said Chairperson and Board Clerk acknowledged said instrument to be the free act and deed of the Polk County Conservation Board by it voluntarily executed.

Notary Public for Iowa

C CORPORATION

Jeff Chiodo, President

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JEFF CHIODO, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT, of the corporation executing the foregoing instrument; that (no seal has been procured by)(the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that JEFF CHIODO acknowledges the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by him and as the fiduciary voluntarily executed.

Notary Public in the State of Iowa

CS CORP., LLC

Rocky Sposato, President

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ROCKY SPASOTO, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT, of the CS CORP, LLC corporation executing the foregoing instrument; that (no seal has been procured by)(the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that ROCKY SPASOTO acknowledges the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by him and as the fiduciary voluntarily executed.

Notary Public in the State of Iowa

**Date**

February 9, 2022

Item No.**CONSENT****Roll Call No.****22-0209****Submitted by:****Kami Rankin****Deputy Director****AGENDA HEADING:**

Approving update to the Polk County Conservation Public Art Policy and continuation of annual funding for the program at \$20,000 per year from 2022-2032.

INFORMATION:

The Polk County Conservation (PCC) Public Art Committee was established in 2017 prior to commissioning work for the new Jester Park Nature Center. The purpose of the Art Committee was to provide guidance to Polk County Conservation when being offered, selecting, or commissioning public art to be displayed in PCC parks.

The committee lost momentum after the building opened in 2018 and COVID further stalled its progress. During this time period, The Galleries at Jester Park was established and has been operating well. We have recently reconvened the committee to begin work on our new rotating art exhibition at the Jester Park Nature Center and upon reviewing the original policy, have made a few changes. The Galleries art program will be exempt from the committee as shows have already been scheduled through 2023 and this program operates well under the guidance of Missy Smith, Nature Center Coordinator, and Lewis Major, Naturalist. The updated policy now reflects the exclusion of the Galleries program and omits specific details that are duplicated in contracts executed with individual artists.

The Art Committee is very excited to launch the rotating art exhibition at Jester Park this spring and convene to begin discussions on future art in PCC parks and trails.

FISCAL IMPACT:

Amount: \$20,000 Annually

Source: 2022 Bond Referendum

PREVIOUS BOARD ACTION(S):

Date: February 18, 2017

Roll Call: 17-0209 **(5-Yea)**

Action: Approved policy and funding to establish a Public Art program investing \$20,000 per year from FY 17 to FY 21.

Date: January 11, 2017

Roll Call: 17-0108 **(4-Yea)**

Action: Received and filed Public Art Policy for Board consideration and Board action at their February 2017 meeting.

RECOMMENDATION:

Approving update to the Polk County Conservation Public Art Policy and continuation of annual funding for the program at \$20,000 per year from 2022-2032.

Public art has the power to energize our public spaces, arouse our thinking, and transform the places where we live, work, and play into more welcoming and beautiful environments that invite interaction. Beyond its enriching personal benefits, public art is a true symbol of societal maturity. Public art helps green space thrive, enhances roadsides, pedestrian corridors, and community gateways; it demonstrates unquestionable civic and corporate pride. A city with public art is a city that thinks, feels and grows. *Source; "Lake Wood Is Art", Public art - Benefits of Public Art [www.lakewoodisart.com]*

I. Purpose:

The purpose of this directive is to provide guidance to Polk County Conservation (PCC) staff when being offered, selecting, or commissioning public art valued above \$5,000 to be displayed in PCC parks, areas, and facilities (excluding The Galleries at Jester Park).

II. Establishment of Polk County Conservation Public Art Committee:

The Ad Hoc Polk County Conservation (PCC) Public Art Committee shall be established by the Polk County Conservation Director and comprised of Polk County Conservation employees and individuals involved in the arts. The Committee shall report to the Director of Polk County Conservation.

III. Creative Concept:

The creative concept of artwork shall be in-line with the mission of Polk County Conservation and advocate environmental education, Iowa's natural resources, site specific historical significance, and/or promote outdoor appreciation and/or nature-based outdoor recreation.

IV. Design:

Artwork must take into consideration materials that are appropriate for a natural park setting and if displayed outdoors, be constructed using sustainable materials that are resistant to vandalism and weathering. An exception to this would be biodegradable artwork that is placed and enjoyed until it disintegrates. The Artist and PCC shall agree prior to the acquisition if said piece will be recreated or abandoned and removed prior to acquisition. Selected art pieces should meet the Required Artwork Characteristics and if possible the Desirable Artwork Characteristics noted below:

(A). Required Artwork Characteristics

1. Suitability for public viewing
2. Concept is in-line with PCC's mission
3. Medium is appropriate for outdoor park setting and/or indoor nature center
4. Display of high quality technical skill, imagination, and innovation
5. Suitability for outdoor display in adverse weather conditions
6. Soundness of construction, durability and safety of artwork

(B). *Desirable Artwork Characteristics*

1. Artwork that educates, informs, and/or raises awareness about conservation
2. Artwork that creates a sense of discovery, surprise and emotional connection
3. Artwork that uses sustainable natural materials or reuses or repurposes materials
4. Artwork that uses kinetic devices, optical effects, dynamic shapes or bright colors to create a vibrant and interesting exhibit
5. Artwork that provides interactive opportunities
6. Artwork that requires minimal routine maintenance or upkeep by staff

V. Inclusivity:

The final art piece must be appropriate for public display regardless of age, race, religion, or gender.

VI. Installation:

Final art piece must be installed with public safety being paramount as well as insuring no harm or damaged will result to the surrounding habitat or wildlife. The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation of the Art Work unless otherwise stated in the contract.

(A). Artist Warranty:

The selected Artist shall represent and warrant that:

1. The Art Work is solely the result of the artistic effort of the Artist;
2. Except as otherwise disclosed in writing to the PCC, the Art Work is unique and original and does not infringe upon any copyright;
3. The Art Work has not been accepted for sale elsewhere; if other editions are available, the Artist shall inform PCC prior to finalizing the acquisition;
4. The Art Work is free and clear of any liens from any source whatever;
5. The Art Work, as fabricated and installed, will be free of defects in material and workmanship at the time of installation;
6. Any inherent defects or qualities which cause or accelerate deterioration of the Art Work shall be identified to PCC prior to acquisition.

VII. Commissioned Artwork Criteria:

The process of creating new and/or additional public art pieces will begin with the release of an official "Call for Artist" document inviting artists to apply for selection as established by the PCC Art Committee. Internal PCC artists/staff are exempt from this process but must have approval from the PCC Director, PCC Art Committee and the Polk County Conservation Board. Staff shall also be required to obtain approval from their direct supervisor before work may begin.

VIII. Review/Approval Process:

Calls for artists will be reviewed by the PCC Art Committee. The Committee recommendation will be presented to the PCC Director who will make a recommendation to the Polk County Conservation Board during a regular board meeting as an item placed on their regular agenda for final consideration.

IX. Definitions:

Fine Art: a visual art considered to have been created primarily for aesthetic purposes and judged for its beauty and meaningfulness, specifically, painting, sculpture, drawing, watercolor, graphics, and architecture

Public Art: Works of art that have been planned and executed with the specific intention of being sited or staged in the physical public domain, usually outside and accessible to all.

Collaborative Art: Involves public in the design, fabrication, and installation process, creating public ownership.

XIX. Art Exhibits:

In the case where there is an opportunity to secure a piece on loan or as part of a traveling show, the PCC Art Committee may choose to bid on having said artwork or show placed temporarily on Polk County parkland. The following process shall be used to coordinate this form of display.

(A). Temporary Acquisition:

Upon identified interest from Polk County Conservation staff, Board or members of the PCC Art Committee, temporary artworks shall be allowed to be placed on Polk County parklands following the same reviews and approvals as set forth in the securing a commissioned piece of artwork as described in Section VIII.

(B). Art Exhibit Insurance - If the final art piece is on loan to PCC, throughout the duration of the period that the Art Work is loaned to the PCC for the art exhibit, PCC will provide the appropriate insurance coverage, if required, for property damage and/or loss of the Art Work.

(C). Sale of Art - If the final art piece is on loan to PCC, and PCC or another buyer desires to purchase Art Work to add to PCC's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work. If said Art Work is sold to a private collector, a negotiated percentage of the total purchase price received will be paid by the Artist to PCC as outlined in the "Agreement".

PUBLIC ART PROCEDURE

I. Call for Artists:

The PCC Art Committee issues an invitation to artists to submit an application for consideration to participate in the creation of art for public exhibition. There is no application fee.

II. Selection of Artist:

Applications will be reviewed by the PCC Art Committee and chosen using predetermined selection criteria which shall be contained in the Call for Artists invitation. The artist retains ownership of their work and agrees to loan it to PCC for display unless artist has been otherwise commissioned for hire whereas the ownership of the piece belongs to PCC.

All artwork must be the original work of the artist (in concept, composition and execution) and suitable for indoor or outdoor public display. Works will be recommended by the Art Commission to the Polk County Conservation Board. If other editions are available, the Artist shall inform PCC prior to finalizing the acquisition. The Committee shall use Section IV of the Public Art Policy as their guiding principles and may elect to place additional desires/requirements on the artists' submissions:

Terms and conditions of the Agreement by and between PCCB and the services of the artist shall identify the respective rights, roles, and responsibilities of both parties such as:

- (A). The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Artwork to the Site
- (B). The Artist shall inspect the existing substrate to which the Artwork is to be attached and notify PCC of any issues.
- (C). The Artist shall meet with PCC as deemed necessary to coordinate the installation and removal of the Artwork.
- (D). The Artist shall notify the PCC when the Artist is ready to deliver and install the Artwork to the Site designated by PCC.
- (E). Identification of the area of ambiance.
- (F). Compensation for artwork and installation.
- (G). Maintenance instructions.

III. Contract Items:

Upon selection of an Artist, a formal contract shall be drafted and presented to the Polk County Conservation Board for approval subject to the established procurement policy based on the Artists' price value. The negotiated contract shall incorporate the Committee's "Call for Artist" (Section I) and the Artists' response.

IV. Reproduction Rights:

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., VARA 1990 and all other rights in and to the Art Work including ownership and possession. The Artist grants to PCC the right to photograph and reproduce images of the Art Work for promotional and educational purposes. All reproductions by PCC shall

contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

V. Insurance:

The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the insurance limit, whichever amount is lower.

VI. Alteration of the Work:

PCC agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

VII. Removal (Loaned Artwork):

If artwork is on temporary loan for display only, the Artist shall be responsible for all expenses, labor, and equipment necessary for the removal of the Art Work by the date set forth in the artist agreement, unless otherwise negotiated. Failure to remove said art piece by the set removal date may result in PCC donating or auctioning off said piece with no compensation to the artist.

VIII. Authority to Acquire:

The Polk County Conservation Board shall have the sole authority to acquire any commissioned piece of art work either on loan or purchased. All applicable procurement policies shall be followed in the acquisition of any art work.

**Date**

February 9, 2022

Item No.**CONSENT****Roll Call No.****22-0210****Submitted by:****Adam Fendrick
Park Planner****AGENDA HEADING:**

Approving an application for the Central Iowa Regional Transportation Planning Alliance (CIRPTA) Transportation Alternatives Program (TAP) grant and intent to provide 20% matching funding for 2026 TAP funding for the repair and reconstruction of the Skunk River Bridge on the Chichaqua Valley Trail.

INFORMATION:

Staff would like to submit a TAP application for 2026 funding for the repair and reconstruction of the Skunk River Bridge located on the Chichaqua Valley Trail. In 2020, WHKS Engineering was hired to conduct bridge inspections on all bridges within Conservation's park and trail system. That report recommended repairs be made to the Skunk River Bridge at an estimated cost of \$600,000. The grant fund has \$250,000 available and PCC will request the full \$250,000.

A Resolution is required as part of the grant application stating that the Polk County Conservation Board will commit a minimum 20% matching funds towards this project and it will adequately maintain the structure for the intended use for a minimum of 20 years following project completion.

FISCAL IMPACT:

<u>Amount:</u>	\$600,000	<u>Estimated Project Cost</u>
	\$250,000	TAP Grant Request
	\$350,000	PCCB

Funding Source: 2022 Polk County Land and Water Legacy Bond (Trails)

PREVIOUS BOARD ACTION(S): NA

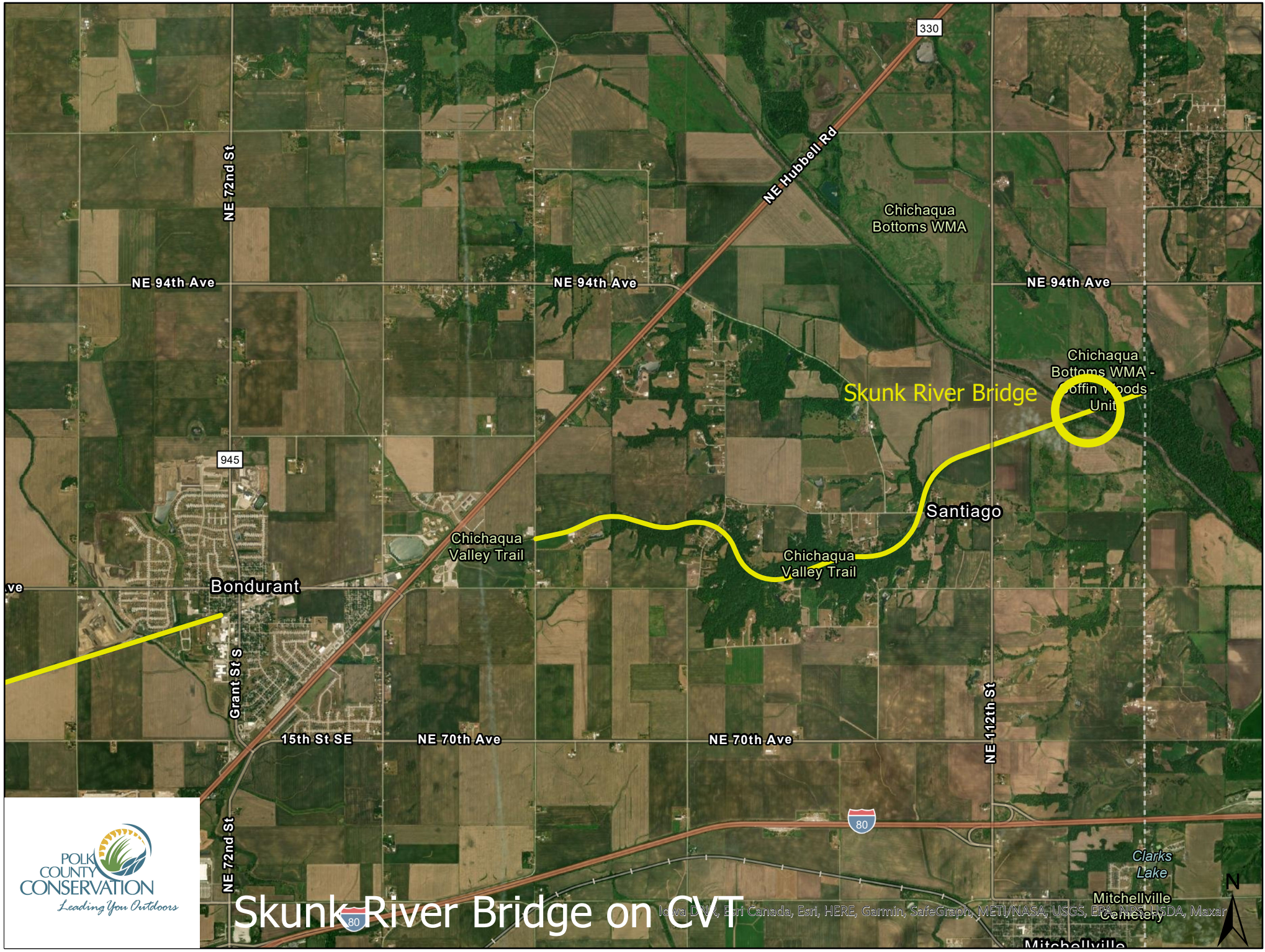
Date:

Roll Call:

Action:

RECOMMENDATION:

Approving an application for the Central Iowa Regional Transportation Planning Alliance (CIRPTA) Transportation Alternatives Program (TAP) grant and intent to provide 20% matching funding for 2026 TAP funding for the repair and reconstruction of the Skunk River Bridge on the Chichaqua Valley Trail and authorizing the Board chair or his designee to sign said Resolution and direct staff to submit the grant.



Skunk River Bridge on CVT

Iowa DNR, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, FGA, Maxar

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 Board to submit an application requesting funding from Central Iowa Regional Transportation Planning Alliance (CIRPTA) Transportation Alternative Program (TAP) for the repair and reconstruction of the Skunk River Bridge on the Chichaqua Valley Trail and further approving the application which obligates the Polk County Conservation Board to provide 20% matching funds for the construction of said project (Polk County, Iowa); and

WHEREAS, Polk County Conservation Board is a full member of Central Iowa Regional Transportation Planning Alliance; and

WHEREAS, The Central Iowa Regional Transportation Planning Alliance (TAP) Program provides funding to local jurisdictions for the maintenance and construction of eligible projects; and

WHEREAS, Polk County Conservation Board requests funds for the repair and reconstruction of the Skunk River Bridge, part of the Chichaqua Valley Trail managed by Polk County Conservation; and

WHEREAS, the program is administered by the Central Iowa Regional Transportation Planning Alliance which prioritizes and ranks all project applications; and

NOW, THEREFORE BE IT RESOLVED that Polk County Conservation Board and the Central Iowa Regional Transportation Planning Alliance that:

The Polk County Conservation Board supports and approves the attached application for Central Iowa Regional Transportation Planning Alliance (TAP) Funding.

The Polk County Conservation Board hereby commits to the Central Iowa Regional Transportation Planning Alliance 20% matching funds as required and the Polk County Conservation Board hereby commits to accept and maintain these improvements for a minimum of twenty (20) years following completion.

Approved this 9th day of February, 2022

POLK COUNTY CONSERVATION BOARD

Ryan Crane, Chairperson

**Date**

February 9, 2022

Item No.**CONSENT****Roll Call No.****22-0211****Submitted by:****Adam Fendrick
Park Planner****AGENDA HEADING:**

Approving amendment to JEO's agreement to include Construction Testing & Inspection Services for the Fourmile Road Removals in an amount not to exceed \$30,200.

INFORMATION:

In **Roll Call No 22-0102a** the Board awarded the construction contract of the Fourmile Road Removals to Wenthold Excavating LLC. The work outlined in that contract is located within the public right of way of Des Moines city streets and requires testing and inspections. This includes testing concrete cylinders to prove the concrete meets standards and design specifications.

This agreement will amend JEO's agreement to perform the testing and inspection services for this project. These expenses are not eligible to be reimbursed by the City of Des Moines under the Lower Fourmile Creek Greenway 28E Agreement.

FISCAL IMPACT:

Amount: \$30,200 Contract Amount

Funding Source: 2012 PCWLL Bond Referendum

PREVIOUS BOARD ACTION(S):

Date: January 12, 2022

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

Action: Public Hearing approving plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of the 35th Street Wetland and the Lower Fourmile Creek Road Removals project to Wenthold Excavating, LLC in a contract amount of \$1,191,053.44 plus a 5% contingency and authorizing the Board chair or his designee to sign said agreement.

RECOMMENDATION:

Approving amendment to JEO's agreement to include Construction Testing & Inspection Services for the Fourmile Road Removals in an amount not to exceed \$30,200 and directing the Board chair or his designee to sign said agreement.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 17, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: **February 15, 2022**.

Background Data

Effective Date of Owner-Engineer Agreement: **April 17, 2020**

Owner: **Polk County Conservation**

Engineer: **JEO Consulting Group, Inc.**

Project: **Fourmile Creek and 35th Street Stormwater Wetland**

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with the Construction Related Services for Phase 1 of the removal of roadway pavement, removal of storm sewer and sanitary sewer, and construction of pavement as show in the Fourmile Creek Roadway Removal Phase 1 Plans dated November 5, 2021. These services include:

Exhibit A – Scope of Services, Section 1, Construction Related Services

Replace the following subsection to read:

1.7 Additional Services:

c. Construction Services

- i. The Owner shall conduct on-site construction meetings bi-weekly with the Contractor. The engineer shall attend the bi-weekly meetings.
- ii. The Engineer shall prepare payment applications and change orders. The Engineer shall be responsible for part time (4-hours per day for an estimated 10 weeks) construction observation, meetings, and correspondences.
- iii. The Engineer shall perform all construction observation and testing.

Exhibit A – Scope of Service, Section 2.2, Fee Schedule (Hourly Not To Exceed)

Amend the following Section 2.2 of the original agreement with the following Section 2.2:

<i>Item</i>	<i>Original Agreement and Amendment #1</i>	<i>Amendment #2</i>	<i>Total</i>
A. Topographic Survey and Boundary	\$1,840.00	\$0.00	\$1,840.00
B. Preliminary Site Plan	\$6,480.00	\$0.00	\$6,480.00
C. Final Design and Bid Document Preparations	\$6,380.00	\$0.00	\$6,380.00
D. Permitting	\$1,040.00	\$0.00	\$1,040.00
E. Bid Letting Assistance	\$1,720.00	\$0.00	\$1,720.00
F. Construction Staking and Monitoring	\$3,340.00	\$0.00	\$3,340.00
G. Additional Services			
i. Topographic Survey and Boundary	\$16,900.00	\$0.00	\$16,900.00
ii. Preliminary and Final Design	\$29,900.00	\$0.00	\$29,900.00
iii. Construction Services (Limited)	\$2,700.00	\$30,200.00	\$33,900.00
Total	\$70,300.00	\$30,200.00	\$100,500.00

Exhibit A – Scope of Service, Section 4, Estimated Time Frame

Add the following Subsection:

- xiv. The construction related services will be completed as construction is completed during the 2022 construction season.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **Polk County Conservation**

ENGINEER: **JEO Consulting Group, Inc.**

By: _____

By: _____

Print _____

Print _____

Name: _____

Name: Rob Haaland, PE

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: February 15, 2022

	Date	February 9, 2022
	Item No. Roll Call No. Submitted by:	CONSENT 22-0212 Adam Fendrick Park Planner

AGENDA HEADING:

Authorizing the Polk County Conservation Director, Richard Leopold, to sign the legal instrument for the Sycamore Access Trailhead application on behalf of Polk County Conservation.

INFORMATION:

The United States Army Corps of Engineers requires a Board Resolution authorizing the Director to sign the application and have the signature notarized in order to obtain permission from the Corps to construct a small trailhead at Sycamore Access.

This project proposes to construct a trailhead off an existing parking lot for the soft surface mountain bike trails located at Sycamore Access managed by the Polk County Conservation Board. The project includes building a gravel pad 15'x15' off the existing parking lot and trail for a small kiosk that will house a trail map of the area and provide a pull-off area next to the existing trail for safety. 24"x24" boulders will be used to build up the pad approximately 18" and then backfill with gravel. See attached construction details.

FISCAL IMPACT:

Amount: \$1,000

Funding Source: Construction Maintenance Operations Operating Budget

PREVIOUS BOARD ACTION(S): NA

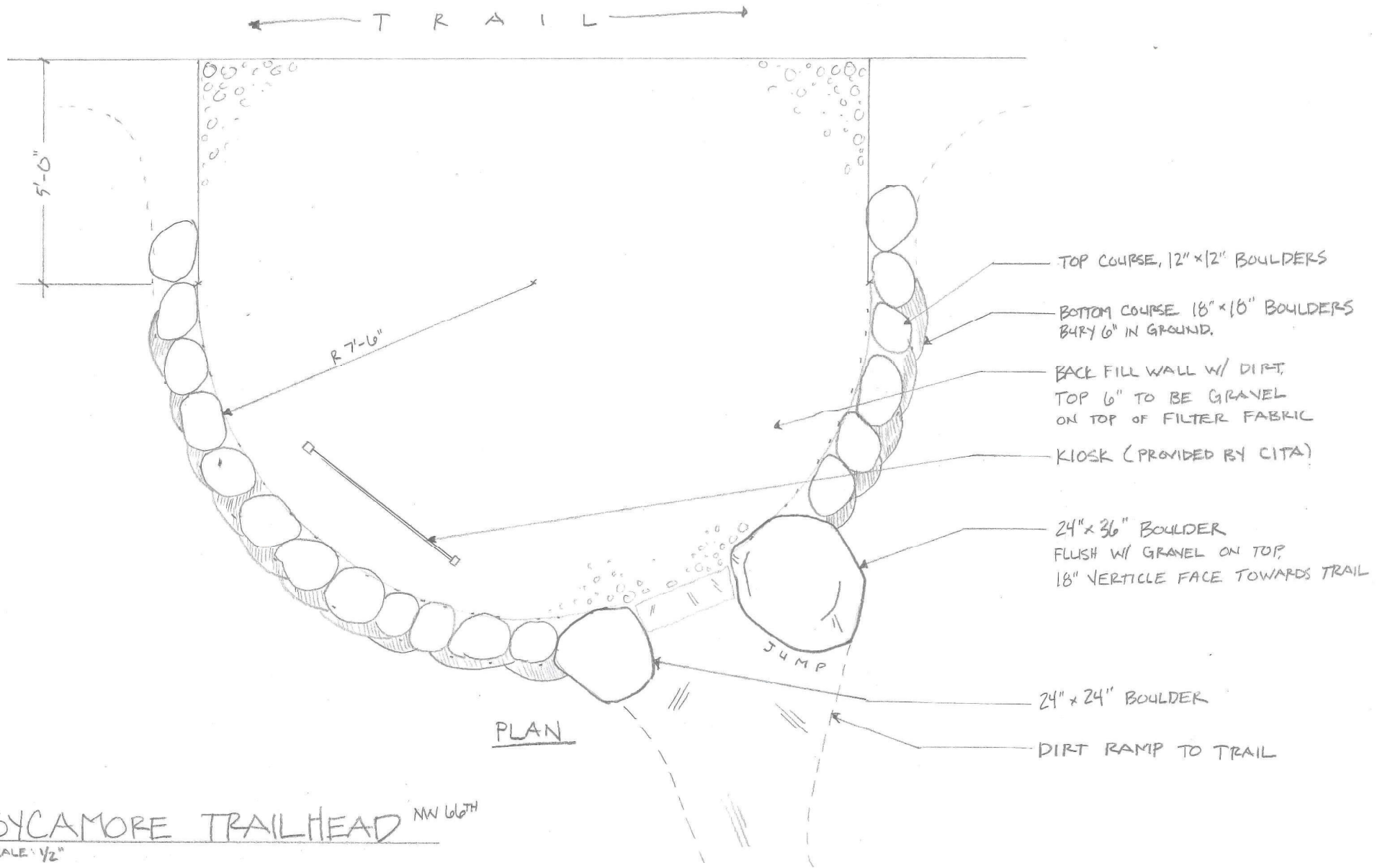
Date:

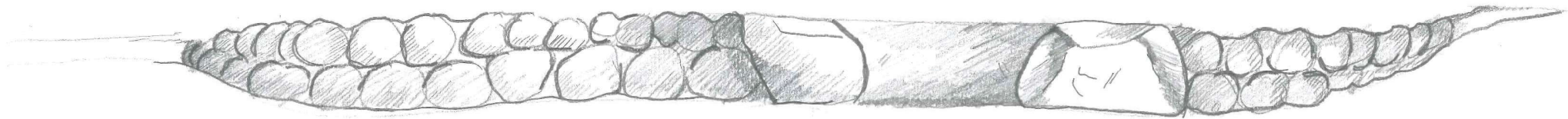
Roll Call Number:

Action:

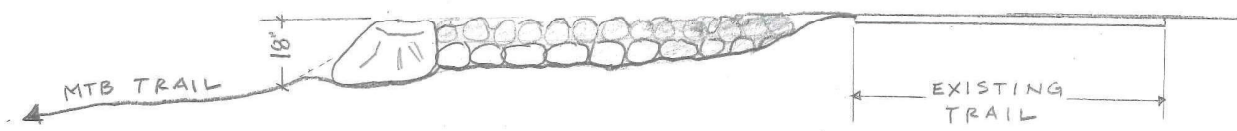
RECOMMENDATION:

Authorizing the Polk County Conservation Director, Richard Leopold, to sign the legal instrument for the Sycamore Access Trailhead application on behalf of Polk County Conservation and directing staff to proceed with the approval process.





ELEVATION



SECTION

SYCAMORE TRAILHEAD NW 1/4TH

SCALE: 1/8"

	Date	February 9, 2022
	Item No. Roll Call No. Submitted by:	CONSENT 22-0213 Kami Rankin Deputy Director

AGENDA HEADING:

Approving "Lupine", the Polk County Conservation Public Art Committee's choice for the 2022 Rotating Sculpture Program at Jester Park.

INFORMATION:

On December 1, 2021, the Polk County Conservation (PCC) Public Art Committee sent out a Call for Artists to submit an application for pre-existing artwork to participate in the Jester Park Nature Center Prairie Sculpture Trail's annual rotating art exhibit. We received applications from seven artists, resulting in two finalists. The committee was asked to rate each piece for craftsmanship, sensory appeal, and durability within the following criteria:

Required Artwork Characteristics

- Artwork that is suitable for public viewing
- Artwork that displays high quality of technical skill, imagination, and innovation
- Artwork that is suitable for outdoor display in adverse weather conditions
- Artwork that has soundness of construction, is durable, and is safe for viewing.

Desirable Artwork Characteristics

- Artwork that creates a sense of discovery, surprise, and emotional connection
- Artwork that uses kinetic devices, optical effects, dynamic shapes, or bright colors to create a vibrant and interesting exhibit
- Artwork that is participatory
- Artwork that is whimsical, uplifting, and creative
- Artwork inspires curiosity about our natural world

The committee selected "Lupine", by Tim Adams of Webster City, IA.
Dimensions: H: 12' W: 4' D: 4' Weight: 200 lbs.

EXHIBIT DETAILS

- Selected artist will receive a \$2,000 stipend for the use of their artwork for one year.
- The artist retains ownership of their work and agrees to loan it to the exhibit. During the exhibit, the artwork will be covered under the County's insurance policy for the retail value of the artwork; however, artist must also carry standard liability insurance coverage. Artist will be required to provide proof of liability insurance if selected.

EXHIBIT LOCATION

The Prairie Sculpture Trail at Jester Park features five unique, nature-inspired public works of art. Each sculpture is located along a beautiful nature trail beginning at the front entrance of the Jester Park Nature Center. The sculptures on the trail are meant to educate, inform, and nurture our fascination and curiosity about the natural world. Selected work will be bolted to a 4' x 4' steel plate located behind the nature center, adjacent to the patio.

2022 EXHIBIT TIMELINE

- | | |
|---|------------------|
| • Call for Artists issued | December 1, 2021 |
| • Artwork applications due | January 1, 2022 |
| • Selection panel deliberation and recommendation | January, 2022 |
| • Notification of selection to artist | February, 2022 |
| • Delivery and installation of artwork | April, 2022 |
| • Removal of artwork | April, 2023 |

FISCAL IMPACT:

Amount: \$2,000

Source: Great Outdoors Foundation Donor Gift

PREVIOUS BOARD ACTION(S):

Date: February 18, 2017

Roll Call: 17-0209 **(5-Yea)**

Action: Approved policy and funding to establish a Public Art program investing \$20,000 per year from FY 17 to FY 21.

Date: January 11, 2017

Roll Call: 17-0108 **(4-Yea)**

Action: Received and filed Public Art Policy for Board consideration and Board action at their February 2017 meeting.

RECOMMENDATION:

Approving "Lupine", the Polk County Conservation Public Art Committee's choice for the 2022 Rotating Sculpture Program at Jester Park and authorizing the Director or his designee to sign the artist contract and all related documents.



Rotating Public Art Exhibition 2022 Call for Artists

OVERVIEW

Polk County Conservation and the Jester Park Nature Center invite artists to submit an application for pre-existing artwork to participate in Jester Park Nature Center Prairie Sculpture Trail's annual rotating art exhibit. This exhibit is a temporary outdoor exhibit, displayed behind the Jester Park Nature Center in conjunction with our permanent outdoor Prairie Sculpture Trail.

EXHIBIT DETAILS

- Selected artist will receive a \$2,000 stipend for the use of their artwork.
- The artist retains ownership of their work and agrees to loan it to the exhibit. During the exhibit, the artwork will be covered under the County's insurance policy for the retail value of the artwork; however, artist must also carry standard liability insurance coverage. Artist will be required to provide proof of liability insurance if selected.
- The Sculpture Trail rotating piece will be promoted through local media. Marketing efforts will include but are not limited to:
 - An article in Nature News (18,000+ subscribers)
 - News and information on the Polk County Conservation and Jester Park Nature Center's websites
 - Polk County Conservation and Jester Park Nature Center's social media accounts (combined following of over 19,000)
 - Jester Park Visitors (1.4 million+ visitors annually)

**Polk County Conservation reserves the right to photograph and reproduce images of the artwork on exhibit for promotional and educational purposes.*

EXHIBIT LOCATION

The Jester Park Nature Center is located in Granger, Iowa and offers 1,600 acres of prairie, wetlands, and forests for visitors to explore. Hiking, bird watching, camping, fishing, golfing, and horseback riding are just a few of the activities visitors can enjoy at the park. The Nature Center is located in the heart of the park and serves as a gateway to the outdoors. The Prairie Sculpture Trail features five unique nature-inspired public works of art. Each sculpture is located along a beautiful nature trail beginning at the front entrance of the Jester Park Nature Center. The sculptures on the trail are meant to educate, inform, and nurture our fascination and curiosity about the natural world. Selected work will be bolted to a 4' x 4' steel plate located behind the nature center, adjacent to the patio.



INSTALLATION OF ARTWORK

Artist is responsible for all costs, equipment, and labor necessary for the delivery, installation, and removal of their work and assume all risk and damage to their work before and during installation and during and after removal. Work not appropriate for installation onto a 4' x 4' steel plate will not be allowed. Lighting and power will not be provided at the artwork locations. The artist shall affix their artwork to the plate in such a way that non-authorized removal would not be possible. Polk County Conservation will not provide labor or equipment for install.

SALE OF ARTWORK

The selected piece of artwork must have a pre-determined purchase value or sale price that is set by the artist. If someone desires to purchase the displayed artwork, artwork must remain on display throughout the duration of the exhibition. The \$2,000 stipend provided to the artists is not part of any sales transaction.

ARTWORK CRITERIA

All artwork must be the original work of the artist (in concept, composition, and execution) and suitable for outdoor public display. Work will be selected by a selection panel. The following criteria will be used in the selection process.

Required Artwork Characteristics

- Artwork that is suitable for public viewing
- Artwork that displays high quality of technical skill, imagination, and innovation
- Artwork that is suitable for outdoor display in adverse weather conditions
- Artwork that has soundness of construction, is durable, and is safe for viewing.

Desirable Artwork Characteristics

- Artwork that creates a sense of discovery, surprise, and emotional connection
- Artwork that uses kinetic devices, optical effects, dynamic shapes, or bright colors to create a vibrant and interesting exhibit
- Artwork that is participatory
- Artwork that is whimsical, uplifting, and creative
- Artwork inspires curiosity about our natural world

2022 EXHIBIT TIMELINE

- | | |
|---|------------------|
| • Call for Artists issued | December 1, 2021 |
| • Artwork applications due | January 1, 2022 |
| • Selection panel deliberation and recommendation | January, 2022 |
| • Notification of selection to artist | January 14, 2022 |
| • Delivery and installation of artwork | April, 2022 |
| • Removal of artwork | April, 2023 |

ONLINE APPLICATIONS ONLY. APPLY AT: <https://bit.ly/3193J7F>

Applications due by 4:30 pm on January 1, 2022.

Contact Missy Smith, Nature Center Coordinator, at 515-323-5317 or missy.smith@polkcountyiowa.gov with questions.

A photograph of the Jester Park Nature Center building, a large, modern structure with extensive glass windows and a wooden frame. The building is situated in a natural setting with a rocky stream in the foreground and a grassy area to the left. The sky is blue with scattered clouds. The text "Jester Park Nature Center" is written in a cursive font in the upper left corner.

Jester Park Nature Center

**PRAIRIE
SCULPTURE TRAIL
ROTATING ART
EXHIBITION**

Application Finalists



LONG DISTANCE

Nathaniel Pierce
Cape Girardeau, MO

Sculpture Concept & Description: An interactive (movable) piece that explores the ideas of communication.

Dimensions: H: 10" W: 7" D: 3" Weight: 400 lbs

Material: Painted Steel

Secures to 4' x 4' base plate: Piece will anchor to base through metal fasteners taped through steel base plate.

Staff Pros:

unique compared to our other pieces

looks compass-like and could speak to exploration, wayfinding and communication

large presence and will not get lost in landscape

attractive

combo organic/geometric

Staff Cons:

large piece could take away from landscape



LUPINE

Tim Adams

Webster City, IA

Sculpture Concept & Description: The brilliant green color used on the piece is abundant in spring and is everywhere. Once summer sets in, the green blends in with the surrounding greens and almost disappears. Like the brilliant green color of spring, as we age, we too seem to blend into the “surroundings” of society. We may be muted, but our true brilliant core is ever present.

Dimensions: H: 12" W: 4" D: 4" Weight: 200 lbs

Material: Painted Steel

Secures to 4' x 4' base plate: Concrete anchor bolts

Staff Pros:

contrast to natural landscape while still representing the landscape

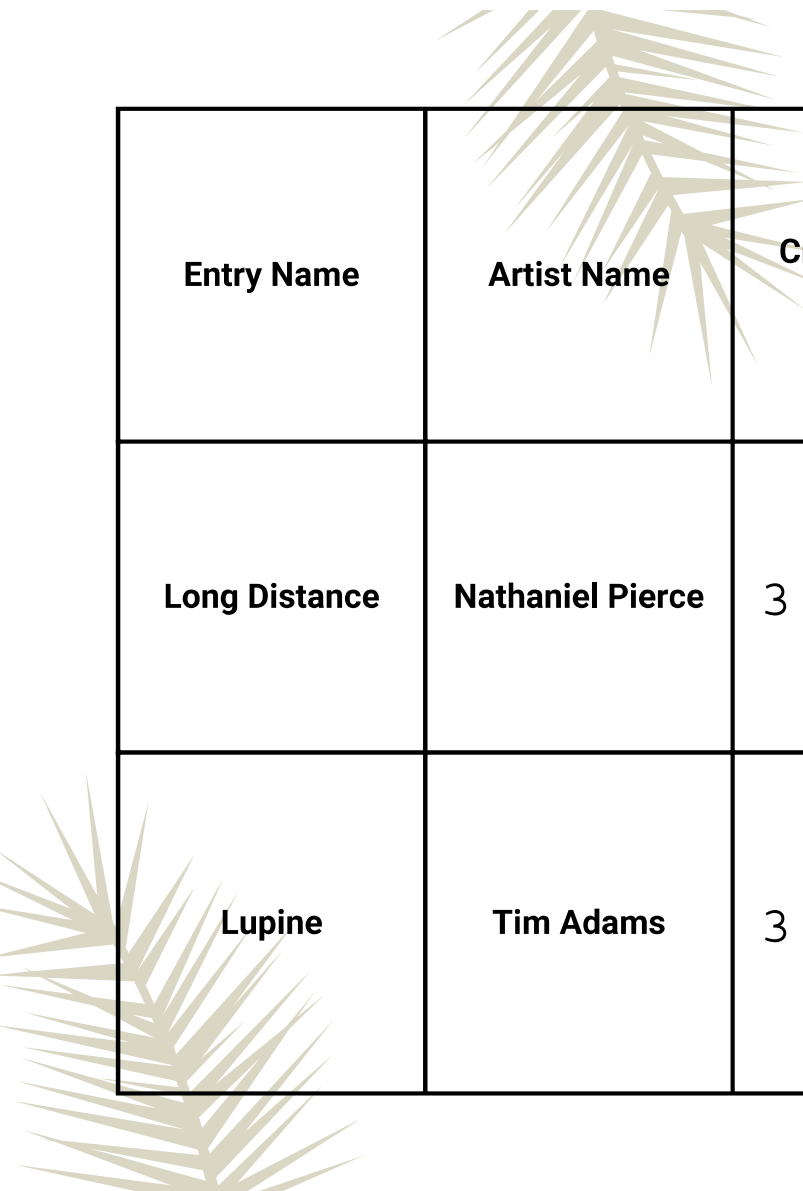
fun motion to the piece

different in color to anything we currently have and we do not have botanical pieces near the center

extirpated species from Iowa, something to speak to

Staff Cons:

climbing



Entry Name	Artist Name	Craftmanship (5)	Sensory Appeal (5)	Durability (5)	TOTAL (15)
Long Distance	Nathaniel Pierce	3 6	3 0	3 6	1 0 2
Lupine	Tim Adams	3 8	3 7	3 6	1 1 1

**Date**

February 9, 2022

Item No.**CONSENT****Roll Call No.****22-0214****Submitted by:****Erich Braun
Parks Superintendent****AGENDA HEADING:**

Approving the creation of a Parks Internship position within the Parks Division, following the Polk County Board of Supervisors resolution at their upcoming 2/15/22 meeting.

INFORMATION:

Over the years, college students have expressed an interest in an internship position with Polk County Conservation. Various colleges require students to work internships in their respective fields (e.g. Conservation, Criminal Science), often providing credits. Internship positions provide students with valuable hands-on experience, often helping to guide them down the right career path in Conservation, whether it be a park ranger, natural resource technician or naturalist.

This position would be a paid summer internship, utilizing an existing Conservation Laborer part-time position within the Parks Division. The student would be directly supervised by a Park Ranger and shadow various Parks Division staff. Polk County Conservation would accommodate the student's school schedule, allowing them to work on both weekdays and weekends during the summer. If the Parks Internship proves to be successful, the program could potentially be included in other Polk County Conservation divisions where there is also a high demand for internships.

We are hopeful that this internship position concept will not only benefit college students, but also benefit our agency as we strive to hire quality applicants for our seasonal part-time positions.

FISCAL IMPACT:

Amount: \$0 (internship utilizing existing Conservation Laborer position funding)

Funding Source: Parks Division Operating Budget (seasonal/part-time staff)

PREVIOUS BOARD ACTION(S):

Date: N/A

Roll Call:

Action:

RECOMMENDATION:

Approving the creation of a Parks Internship position within the Parks Division, following the Polk County Board of Supervisors resolution at their upcoming 2/15/22 meeting.

Park Ranger Internship

Salary

\$13.00-\$15.00 Hourly

Location

- Des Moines, IA

Job Type

Seasonal Employment 40 hours per week (willing to accommodate college schedule)

Department

Polk County Conservation Board

Under supervision of the Park Ranger, gain valuable experience by working directly with Park Rangers to better understand their diverse day to day duties in one of the most populated counties in the state of Iowa. This is a **non-law enforcement position** but rule enforcement will be required of this position. Will be primarily working under direct supervision of Law Enforcement personnel. This position will also assist full-time park staff in the seasonal maintenance of county conservation board lands, facilities and equipment. Performs a variety of semi-skilled maintenance and laborer duties within the Conservation department; and performs related work as required.

Illustrative Examples of Work

1. Assist/observe Park Rangers enforce laws through the use of citations, warnings, and arrests.
2. Supplemental Report Writing
3. Assists full-time staff with a variety of manual labor tasks required to maintain a county park system.
4. Regularly removes graffiti, picks up trash, and repairs/replaces signs
5. Educate the public by answering questions and assisting the Park Ranger in enforcing all laws. Some of these laws include parks, fishing, wildlife, navigation, drugs, alcohol, vandalism, assaults, thefts, and motor vehicle law enforcement.
6. Fee Collection and registering campers
7. May teach environmental education to school groups, girl/boy scouts, and or assist in programs
8. Participates in the planting, removal, and care of county-owned lawns, trees, shrubs and plants.
9. Assists with repair, light construction, painting and other maintenance projects.
10. Maintains and operates equipment such as boats, atv's, hand tools, power tools, chain saws, gators, tractors, mowers, and pressure washers.
11. Complete daily work logs and other forms as necessary.
12. Performs related duties as required.

Required Knowledge, Skills and Abilities

- Ability to work a non-standard work week including nights, weekends, and holidays.
- Ability to effectively communicate to the public park rules and laws generating voluntary compliance of park users
- Knowledge of State Laws pertaining to fishing, hunting, boating, and parks
- Knowledge and use of hand and power tools in performing manual labor tasks.
- Skill in the use/maintenance of lawn equipment including mowers/trimmers.
- Ability to perform manual labor tasks in all types of weather conditions.
- Ability to do medium work; Exerting 20 to 50 pounds of force occasionally, and/or 10 to 25 pounds of force frequently, and/or greater than negligible up to 10 pounds of force constantly.
- Ability to communicate effectively both orally and in writing.
- Ability to safely operate equipment including mowers, chain saws, weed eaters, and hand tools.
- Ability to establish and maintain satisfactory working relationships with other County employees, Law Enforcement, First Responders, and the general public using courtesy, patience, and tact.
- Ability to walk and stand for prolonged periods.
- Ability to walk on uneven surfaces.
- Ability to operate vehicles equipped with a manual transmission.
- Ability to back equipment with a trailer attached.
- Ability to obtain and maintain a valid driver's license issued by the State of Iowa.

Training and Experience

- Must be 18 years of age or older.
- Graduation from High School or equivalent.
- Preference will be given to college students pursuing a career in Conservation or Law Enforcement
- Experience with operation of equipment such as mowers, weed eaters, and hand tools preferred, or
- Any equivalent combination of training and experience that will have provided the required knowledge, skills, and abilities.
- CPR/First Aid required

Special Requirement:

- A criminal background check is required.
- A drug screen may be required.
- Candidate must pass a post-employment offer physical examination and Physical Capacity testing to ensure candidate meets the essential physical requirements.

**Date**

February 9, 2022

Item No.**CONSENT****Roll Call No.****22-0215****Submitted by:****Liz Peitzman
Barn Supervisor****AGENDA HEADING:**

Approving revised job classification/description for the Stable Laborer(s) and Stable Laborer Lead(s) and establishing the miscellaneous pay rate at \$15.00 and \$17.00 per hour respectively and eliminating the Assistant Riding Instructor position(s) following the Polk County Board of Supervisors resolution at their upcoming 2/15/22 meeting.

INFORMATION:

Polk County Conservation utilizes the Stable Laborer and Stable Laborer Lead positions for staff working at the Equestrian Center. After the elimination of the boarding service of privately owned horses, the duties of the part-time staff at the Equestrian Center have shifted primarily to public programming, mimicking duties executed by Naturalists in the Environmental Education department.

After comparing duties of other positions with specialized skills and public education emphasis, we recommend reclassifying our part-time Stable Laborer(s) to Equine Program Assistant(s) and our Stable Laborer Lead(s) to Equine Program Lead(s). Along with the reclassification, we propose a pay increase from \$12 per hour to \$15 per hour for the Equine Program Assistant(s) and from \$14 to \$17 for the Equine Program Lead(s) as this is more aligned with other public safety and education positions in Polk County.

Staff has revised the job description to better reflect the work that is expected and is recommending that the pay rate for the Equine Program Assistant be set at \$15.00 per hour and that the pay rate for the Equine Program Lead be set at \$17.00 per hour.

FISCAL IMPACT:

Amount: \$23,000 annual increase (resulting from \$3 per hour pay increase)

Funding Source: Equestrian Center Operating Budget (Extra Help)

PREVIOUS BOARD ACTION(S):

Date: N/A

Roll Call:

Action:

RECOMMENDATION:

Approving revised job classification/description for the Stable Laborer(s) and Stable Laborer Lead(s) and establishing the miscellaneous pay rate at \$15.00 and \$17.00 per hour respectively and eliminating the Assistant Riding Instructor position(s) following the Polk County Board of Supervisors resolution at their upcoming 2/15/22 meeting.

CLASS CODE:
HOURLY RATE: \$17.00
UNIT: Excluded
FLSA: Non-exempt

EQUESTRIAN PROGRAM LEAD

Distinguishing Features of the Class:

Under general supervision, provides instruction on safe riding practices and techniques, horsemanship, and the proper care and treatment of horses to the public during programming. Schedules use, maintains records related to wellness, driving, and/or riding program activities; assists in the development and implementation of programs; assists in the care of horses, cleaning of stalls, and removal of manure. Reports to the Barn Supervisor as directed.

Illustrative Examples of Duties:

1. Provides both individual and group instruction on safe horsemanship practices and techniques, grooming, saddling, and related horse care, and horse behavior to persons with varying experience and familiarity with horses; demonstrates mounted and unmounted techniques as needed; provides suggestions to participants to improve their skills.
2. Selects and prepares horses for programs, assessing each horse to determine its suitability for the type of program being offered and the experience level of the participant; continually evaluates and identifies any potential behavioral or health issues impacting the horse's suitability for programs and takes remedial actions as necessary.
3. Develops/implements plans for individual and group programs, ranging from basic to advanced riding skills and horsemanship instruction; modifies plans as required to adjust to the participants' needs and previous experience.
4. Collects, maintains, and prepares documents and records including but not limited to release forms, participant attendance, horse health and behavior, and facilities and premises safety.
5. Assists with monitoring and evaluating facilities and premises to ensure they are safe and well maintained; identifies safety hazards; takes immediate corrective action and/or brings hazards to the attention of appropriate staff to eliminate hazards; terminates program if necessary to protect the rider and/or the horse.
6. Brushes, trims, and curries coat of horses; inspects horses for evidence of disease/injury; administers medication and treats horses in accordance with instruction from the Barn Supervisor.
7. Maintains stalls including water and feeding equipment; feeds, waters, and exercises horses; cleans horse quarters and removes manure from paddocks, arenas, and grounds.
8. Assists with monitoring volunteers in existing work methods and proper use of materials/equipment to ensure conformance with accepted standards.
9. Assists in implementing events, recreational programs, educational programs, and wellness programs as needed.
10. Provides assistance and information to the general public.
11. Operates some heavy equipment in the maintenance of the facility such as a skid loader, tractor, gator, or pick-up truck and trailer.
12. Performs related duties as assigned.

Required Knowledge, Skills, and Abilities:

- Knowledge of proper care and grooming of horses and common horse disease and injuries.
- Knowledge of instructional techniques.
- Knowledge of horse behavior.
- Knowledge of safe horseback riding practices and techniques.
- Skill in horseback riding or driving.
- Ability to effectively demonstrate proper riding or driving and horse grooming techniques to persons with varying riding experience and familiarity with horses.
- Ability to develop both individual and group programs tailored to the needs, experience, and goals of the participant.
- Ability to effectively adjust to new or changing techniques in working with horses and/or riders.
- Ability to identify disease, injury, or behavior problems of horses.
- Ability to identify potential safety hazards and take appropriate action.
- Ability to remain standing for extended periods of time.
- Ability to successfully match riders with suitable horses.
- Ability to monitor the work of volunteers.
- Ability to effectively communicate verbally and in writing.
- Ability to collect information, maintain accurate records, and prepare reports.
- Ability to establish and maintain effective working relationships with co-workers, representatives of other organizations, volunteers, and the general public.
- Ability to administer medication in accordance with instructions from the Barn Supervisor.
- Ability to work outside in varying weather conditions.
- Ability to lift and carry hay, feed, supplies weighing up to 50 pounds.

Training and Experience:

- 2 years of experience with the care and working of horses, or
- Any equivalent combination of training and experience which will have provided the required knowledge, skills, and abilities.
- Certification from an equestrian institution such as PATH, EAGALA, or CHA Preferred but not required.

Special requirements:

- Must be a minimum of 18 years of age.
- Certification in CPR/AED and First Aid is required within six months of hire.
- A criminal background check is required.
- A drug screen is required prior to final offer of employment.
- Candidate must pass a post-employment offer physical examination and Physical Capacity testing to ensure candidate meets the essential physical requirements of the position as shown on the attached Physical Capacity Profile.
- Candidate must be able work a flexible schedule including evenings, weekends, and holidays.

Adopted:

CLASS CODE:
HOURLY RATE: \$15.00
UNIT: Excluded
FLSA: Non-exempt

EQUESTRIAN PROGRAM ASSISTANT

Distinguishing Features of the Class:

Under general supervision, provides instruction on safe riding practices and techniques, horsemanship, and the proper care and treatment of horses to the public during programming. Assists with maintaining records related to wellness, driving, and/or riding program activities; assists in implementation of programs; assists in the care of horses, cleaning of stalls, and removal of manure. Reports to the Barn Supervisor as directed.

Illustrative Examples of Duties:

1. Provides both individual and group instruction on safe horsemanship practices and techniques, grooming, saddling, and related horse care, and horse behavior to persons with varying experience and familiarity with horses; demonstrates mounted and unmounted techniques as needed; provides suggestions to participants to improve their skills.
2. Evaluates and identifies any potential behavioral or health issues impacting the horse's suitability for programs and takes remedial actions as necessary.
3. Collects, maintains, and prepares documents and records including but not limited to release forms, participant attendance, horse health and behavior, and facilities and premises safety.
4. Assists with monitoring and evaluating facilities and premises to ensure they are safe and well maintained; identifies safety hazards; takes immediate corrective action and/or brings hazards to the attention of appropriate staff to eliminate hazards; terminates program if necessary to protect the rider and/or the horse.
5. Brushes, trims, and curries coat of horses; inspects horses for evidence of disease/injury; administers medication and treats horses in accordance with instruction from the Barn Supervisor.
6. Maintains stalls including water and feeding equipment; feeds, waters, and exercises horses; cleans horse quarters and removes manure from paddocks, arenas, and grounds.
7. Assists with monitoring volunteers in existing work methods and proper use of materials/equipment to ensure conformance with accepted standards.
8. Assists in implementing events, recreational programs, educational programs, and wellness programs as needed.
9. Provides assistance and information to the general public.
10. Operates some heavy equipment in the maintenance of the facility such as a skid loader, tractor, gator, or pick-up truck and trailer.
11. Performs related duties as assigned.

Required Knowledge, Skills, and Abilities:

- Knowledge of safe horsemanship practices and techniques.
- Ability to effectively adjust to new or changing techniques in working with horses and/or riders.
- Ability to greet the public, provide information, and answer questions
- Ability to identify disease, injury, or behavior problems of horses.
- Ability to identify potential safety hazards and take appropriate action.
- Ability to remain standing for extended periods of time.
- Ability to monitor the work of volunteers.
- Ability to effectively communicate verbally and in writing.
- Ability to collect information and maintain accurate records
- Ability to establish and maintain effective working relationships with co-workers, representatives of other organizations, volunteers, and the general public.
- Ability to administer medication in accordance with instructions from the Barn Supervisor.
- Ability to work outside in varying weather conditions.
- Ability to lift and carry hay, feed, supplies weighing up to 50 pounds.

Training and Experience:

- Six months of experience with the care and working of horses, or
- Any equivalent combination of training and experience which will have provided the required knowledge, skills, and abilities.
- Certification from an equestrian institution such as PATH, EAGALA, or CHA preferred but not required.

Special requirements:

- Must be a minimum of 16 years of age.
- Certification in CPR/AED and First Aid is required within six months of hire.
- A criminal background check is required.
- A drug screen is required prior to final offer of employment.
- Candidate must pass a post-employment offer physical examination and Physical Capacity testing to ensure candidate meets the essential physical requirements of the position as shown on the attached Physical Capacity Profile.
- Candidate must be able work a flexible schedule including evenings, weekends, and holidays.

Adopted: 9/21/11

Revised: 03/25/13

Revised: 12/17/14

Revised: 1/1/17

Revised: 11/21/21

	Date	February 9, 2022
	Item No. Roll Call No. Submitted by:	ACTION 22-0216 Richard Leopold Director

AGENDA HEADING:

Approving the Professional Services Agreement with Shive-Hattery to complete feasibility studies and master planning for Sleepy Hollow Sports Park in the amount of \$97,300.

INFORMATION:

Polk County Conservation recently acquired the existing Sleepy Hollow Sports Complex property, adding to its family of parks to offer winter and family outdoor recreation. The facility is located at 4051 Dean Avenue in Des Moines.

This project involves master planning to expanding outdoor and specifically winter recreation options not offered in any other Polk County Conservation park. This project includes the assessment of the permanent structure on the property and concept to reinvent the lodge space to meet the needs of the public.

Shive-Hattery will provide the following services: master planning, stakeholder engagement, landscape architecture, architecture, and structural/mechanical/electrical engineering. Final deliverables will include an overall map illustrating all proposed improvements and project areas, development of eight 3D concept graphics of key amenities, narrative document defining the proposed projects and assumptions, and a detailed opinion of probable costs broken into logical phases.

FISCAL IMPACT: \$97,300 (2021/22 Bond)

PREVIOUS BOARD ACTION(S):

Date: September 8, 2021

Roll Call: 21-0907a **(3-Yea; 2-Absent)**

Action: Approving purchase of 49.6-acres of land near the Fourmile Greenway that is owned and operated by Sleepy Hollow Sports Park, Inc. for \$3,500,000.

RECOMMENDATION:

Approving the Professional Services Agreement with Shive-Hattery to complete feasibility studies and master planning for Sleepy Hollow Sports Park in the amount of \$97,300 and authorizing the Director or his designee to sign the agreement and all related documents.

PROFESSIONAL SERVICES AGREEMENT

ATTN: Rich Leopold
CLIENT: Polk County Conservation Board
12130 NW 128th St.
Granger, IA 50109

PROJECT: Polk CC - Sleepy Hollow Master Plan & Feasibility Studies

PROJECT LOCATION: Des Moines, IA

DATE OF AGREEMENT: January 5, 2022

PROJECT DESCRIPTION

Polk County Conservation recently acquired the existing 76 AC Sleepy Hollow Sports Complex property, adding to its family of parks to offer winter and family outdoor recreation. The facility located at 4051 Dean Avenue.

This project involves master planning to expanding outdoor and specifically winter recreation options not offered in any other Polk County Conservation park. This project includes the assessment of the permanent structure on the property and concept to reinvent the lodge space to meet the needs of the public.

SCOPE OF SERVICES

We will provide the following services for the project:

Master Planning, Stakeholder Engagement, Landscape Architecture, Architecture, Structural, Mechanical, Electrical Engineering.

These services will consist of the following tasks:

1. Client and Staff Kick-off:
 - a. Facilitate a client brainstorming session
2. Basemapping & Site Utility Documentation:
 - a. Combine information obtained from topographic survey with existing LIDAR and aerial data available.
 - b. Obtain mapping of existing public utility systems from local jurisdictions.
 - c. Coordinate with previous owners to locate and document private utility networks and incorporate into base survey. Assume up to three in-person meetings to document the existing conditions.
3. Inventory and Analysis of Existing Park Amenities:
 - a. Provide map of existing amenities
 - b. Attend two (2) half day site visit to review park and amenities
 - i. Maintenance building in Renaissance Fair area (47 +/- structures)
 - ii. Ski lodge
 - iii. Structural assessment of two bridges for continued pedestrian use



- iv. High-level review of the existing pond with consideration of future use patterns.
- 4. Building Feasibility Studies:
 - a. Field review of existing conditions of the permanent structures on the property to identify immediate or urgent life safety or code compliance issue. Assessments shall be visual. No testing will be provided.
 - b. The primary structures of focus are the lodge and maintenance building east of the creek.
 - c. Review available drawings and records of the existing building.
 - d. Attend on-site design work sessions with the Client and previous owners to review design and further define the owner project requirements. Assume up to four (4) meetings.
 - e. Space planning and individual room programming for remodeling or expanding the lodge.
 - f. Develop strategies for the mechanical and electrical systems.
 - g. Space planning for improving the maintenance building in the festival area to accommodate public restrooms and showers to support camping. Develop strategies for the mechanical and electrical systems.
 - h. Create architectural, mechanical and electrical systems narrative.
 - i. Perform preliminary code overview of proposed new buildings and renovation.
 - j. Deliverable:
 - i. Summary of existing conditions of each structure.
 - ii. Highlight safety or code compliance concerns. Provide a recommendation for immediate steps to resolve or mitigate.
 - iii. Provide recommendation for less urgent improvements to shore up and protect the structure or denote if not salvageable and demolition is recommended.
 - iv. Provide an opinion of the probable project costs related to each structure.
- 5. Stakeholder Engagement & Inclusive Design:
 - a. Conduct a stakeholder engagement process consisting of electronic surveying, virtual and in-person presentation and input session. Work with the Client to define the audiences.
 - b. Utilize the tools developed for the Easter Lake project to inform inclusive and universal design.
 - c. Include up three (3) meetings with various stakeholders
- 6. Design Charette and Programming:
 - a. Identify other potential amenities to include within the park, including a permanent campground and showerhouse.
 - b. Identify the new components within the park and provide inspirational photos and/or sketches to illustrate intended outcome for each project
 - c. Provide architectural programming exercise of ski lodge to best determine how to utilize the space.
 - d. Coordinate with an experience ski operator or design expert.
 - e. Include two (2) coordination meetings with the owner.
- 7. Winter Sports Complex Master Plan, Narrative and Opinion of Costs:
 - a. Prepare and refine concepts from design charettes. Develop into a final master plan. Final deliverable will include:
 - i. An overall-colored map illustrating all proposed improvements and project areas
 - ii. Development of up to eight (8) 3D concept graphics of key amenities.

- iii. A narrative document defining the proposed projects and assumptions.
- iv. A detailed opinion of probable costs, broken into logical phases.
- b. Include five (5) coordination meetings with the owner.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

The services shall be performed in accordance with the following schedule: We anticipate our scope of services taking six months to complete.

Description	Fee Type	Fee	Total
Client and Staff Kick-off	Fixed Fee	\$2,500	\$2,500
Basemapping & Site Utility Documentation	Fixed Fee	\$8,500	\$8,500
Inventory and Analysis of Existing Park Amenities	Fixed Fee	\$4,800	\$4,800
Building Feasibility Studies	Fixed Fee	\$16,800	\$16,800
Stakeholder Engagement & Inclusive Design	Fixed Fee	\$6,200	\$6,200
Design Charette and Programming	Fixed Fee	\$4,500	\$4,500
Winter Sports Complex Master Plan, Narrative and Opinion of Costs	Fixed Fee	\$54,000	\$54,000
TOTAL		\$97,300	\$97,300

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Design, Bid, and Construction Administration services for any projects coming out the concept development.
2. Attend or host meetings or site visits beyond those listed above at an hourly rate according to the attached, standard hourly fees to discuss revisions or additional adjustments to concept or master plan.
3. GIS tree inventory of trees within existing park.
4. Stormwater Permitting to develop a Storm Water Pollution Prevention Plan (SWPPP) and apply for a NPDES permit on behalf of the Owner.
5. Coordination or provision of geotechnical services.
6. Coordination and site plan reviews with local jurisdictions.

OTHER TERMS**STANDARD TERMS AND CONDITIONS**

Copyright © Shive-Hattery June 2020

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers,

directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared

by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment Act (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent

with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.



Sincerely,
SHIVE-HATTERY, INC.

Emily Naylor, Landscape Architect-Project Manager
enaylor@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Polk County Conservation Board

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

	Date	February 9, 2022
	Item No. Roll Call No. Submitted by:	ACTION 22-0217 Doug Sheeley Natural Resources Manager

AGENDA HEADING:

Approving the purchase of a CAT 299D3XE Land Mgt. skid steer and CAT HM418 forestry mower head in the amount of \$163,842 with a 5% contingency for the natural resources division.

INFORMATION:

The Natural Resources division is requesting approval for the purchase of the following equipment:

- CAT 299D3XE Land Management skid steer
- CAT HM418 forestry mower head

The addition of many acres of land to manage and the need for an accelerated program of woodland restoration are driving the need for these machines. Invasive species and limited resources have resulted in degraded woodland habitats on our public land. Tools that allow for the efficient and timely control of competing vegetation will result in great improvements of forest health. This machine (and supplemental mower head) will complement our dedicated Rayco forestry mower - as well as provide additional flexibility for other Timber Stand Improvement tasks (cutting, pushing, hauling, piling) - in addition to other types of work that require a skid loader. This machine is specifically-designed for forestry mowing and woodland restoration with extra guarding/sealing, additional fuel capacity, bulletproof glass and increased lifting capacity.

FISCAL IMPACT:

CAT 299D3XE Land Mgt. skid steer	\$120,517
CAT HM418 forestry mower	43,325
<u>5% contingency (optional equip., price increases)</u>	<u>8,192</u>

TOTAL (NR)	\$172,034 from 2012 Bond
---------------	--------------------------

PREVIOUS BOARD ACTION(S):

None.

RECOMMENDATION:

Approving the purchase of a CAT 299D3XE Land Mgt. skid steer and CAT HM418 forestry mower head in the amount of \$163,842 with a 5% contingency for the natural resources division and authorizing the Director or his designee to sign purchase order and all related documents.



Cat®

299D

3XE

Land Management

COMPACT TRACK LOADER

FEATURES:

The Cat® 29903 XE Land Management Compact Track Loader is a segment focused machine solution for customers involved in demanding vegetation-management applications, ranging from mulching, brush-cutting, vegetation control, and mowing.

The 29903 XE Land Management machine's powerful Cat C3.8 engine combined with its high-flow/high-pressure auxiliary hydraulic system to deliver a calculated hydraulic power rating of 70 kW (94 hp), resulting in optimum performance when powering high-production, hydro-mechanical attachments. The 29903 XE Land Management features the following:

- **Industry leading sealed and pressurized cab option** provides a cleaner and quieter operating environment with excellent Work Tool visibility.
- **Available high-back, heated, air ride seat with seat mounted adjustable joystick controls** makes Cat Compact Track Loaders the industry leader in operator comfort.
- **High performance power train** provides maximum performance and production capability through the Electronic Torque Management system, standard two-speed travel and an electronic hand/foot throttle with decel pedal capability.
- **XE hydraulic system** provides high flow and high pressure that delivers industry leading hydraulic horsepower to efficiently run even the most power hungry work tools.
- **Extended working time** provided by large capacity external fuel tanks (220 [J58 gal- total).
- **Factory-equipped guarding and sealing** components to provide additional protection for areas that could be exposed to damage and to help reduce debris entry.
- **Standard fully independent torsion axle suspension** combined with the Speed Sensitive Ride Control system improves operation on rough terrain, enabling better load retention, increased productivity and greater operator comfort.
- **Maximize machine capability and control** with the standard Advanced Display providing on-screen adjustments for implement response, hystat response, and creep control, multi-language functionality with customizable layouts, security system, and rearview camera.
- **Ground level access** to all daily service and routine maintenance points helps reduce machine downtime for greater productivity.
- **Broad range of performance matched Cat Work Tools** make the Cat Compact Track Loader the most versatile machine on the job site.

Specifications

Engine

Engine Model	Cat C3.8 DIT (turbo)	
Gross Power SAE J1995	82kW	110 hp
Net Power SAE 1349	79 kW	106 hp
Net Power ISO 9249	80kW	107 hp
Peak Torque at 1,500 rpm SAE J1995	374 N·m	276 lbf·ft
Displacement	3.8 L	232 in ³
Stroke	120mm	4.7 in
Bore	100mm	3.9 in

Weights*

Operating Weight	5790 kg	12,764 lb
------------------	---------	-----------

* Operating Weight, Operating Specifications and Dimensions all based

on 75 kg (165 lb) operator, all fluids, two speed, ride control, enclosed cab with polycarbonate door, side windows, air conditioning, air ride seat, advanced display, rearview camera, 1,000 CCA battery, dual direction self-level, 2036 mm (80 in) low profile bucket, 400 mm (15.7 in) tracks, triple flange front/rear idlers, and manual quick coupler.

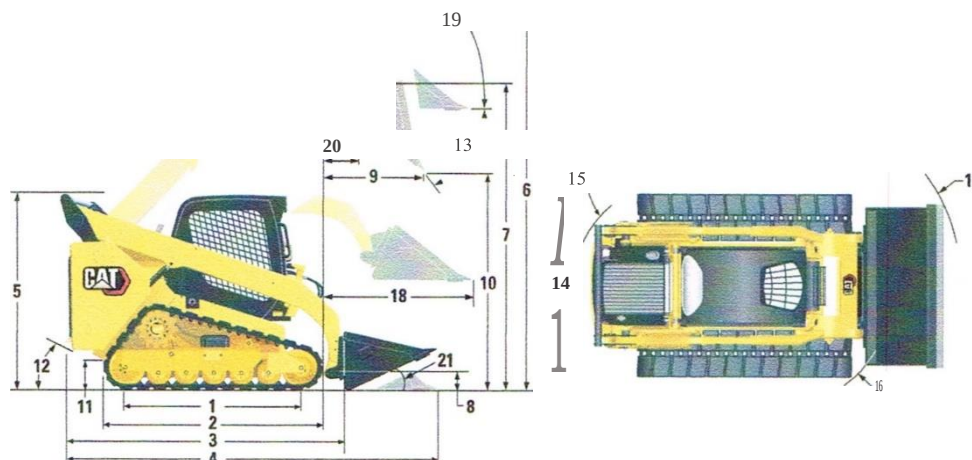
Power Train

Travel Speed (Forward or Reverse):			
One Speed	8.9 km/h	5.5 mph	
Two Speed	13.3 km/h	8.3 mph	

Hydraulic System

Hydraulic Flow - XE:			
Maximum Loader Hydraulic Pressure	28 000 kPa	4,061 psi	
Maximum Loader Hydraulic Flow	150 [Jmin	40 gal/min	
Hydraulic Power (calculated)	70kW	94 hp	
Standard Flow Mode:			
Loader Hydraulic Pressure	23 000 kPa	3,335 psi	
Loader Hydraulic Flow	86 [Jmin	23 gal/min	
Hydraulic Power (calculated)	33kW	44 hp	

When equipped with Cat 400 Series work tools.



Dimensions*

1 Length of Track on Ground	1767 mm	69.6 in	12 Departure Angle	33°
2 Overall Length of Track	2270 mm	89.4 in	13 Maximum Dump Angle	54°
3 Length without Bucket	3189 mm	125.5 in	14 Vehicle Width (400 mm/15.7 in tracks)	1931 mm 76.0 in
4 Length with Bucket on Ground	3931 mm	154.7 in	Vehicle Width (450 mm/17.7 in tracks)	1982 mm 78.0 in
5 Height to Top of Cab	2125 mm	83.6 in	15 Turning Radius from Center- Machine Rear	1881 mm 74.0 in
6 Maximum Overall Height	4032 mm	158.7 in	16 Turning Radius from Center- Coupler	1476 mm 58.1 in
7 Bucket Pin Height at Maximum Lift	3208 mm	126.3 in	17 Turning Radius from Center- Bucket (racked)	2314 mm 91.1 in
8 Bucket Pin Height at Carry Position	180mm	7.1 in	18 Maximum Reach with Arms Parallel to Ground	1319 mm 51.9 in
9 Reach at Maximum Lift and Dump	852mm	33.6 in	19 Rack Back Angle at Maximum Height	81°
10 Clearance at Maximum Lift and Dump	2399 mm	94.5 in	20 Bucket Pin Reach at Maximum Lift	493mm 19.4 in
11 Ground Clearance	245mm	9.6 in	21 Roll Back Angle	25°

Operating Specifications*

Rated Operating Capacity:		
35% Tipping Load	1975 kg	4,340 lb
50% Tipping Load	2820 kg	6,200 lb
Tipping Load	5635 kg	12,400 lb
Breakout Force, Tilt Cylinder	3298 kg	7,270 lb
Breakout Force, Lift Cylinder	2795 kg	6,162 lb
Ground Contact Area (400 mm/15.7 in track)	1.41 m ²	2,171 in ²
Ground Contact Area (450 mm/17.7 in track)	1.58 m ²	2,443 in ²
Ground Pressure (400 mm/15.7 in track)	40.5 kPa	5.9 psi
Ground Pressure (450 mm/17.7 in track)	35.8 kPa	5.2 psi

Cab

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005 Level I

Noise Level

Inside Cab b**	83 dB(A)
Outside Cab ***	104 dB(A)

- Sealed and pressurized cab is standard in North America and Europe.
- **The declared dynamic operator sound pressure levels per ISO 6396:2008. The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

***The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

Air Conditioning System (if equipped)

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential= 1430.) The system contains 0.81 kg of refrigerant that has a CO₂ equivalent of 1.158 metric tonnes.

Service Refill Capacities

Cooling System	16 L	4.1 gal
Diesel Exhaust Fluid (DEF) Tank	19 L	5 gal
Engine Crankcase	13 L	3.5 gal
Fuel Tank	220 L	58 gal
Hydraulic System	55 L	14.5 gal
Hydraulic Tank	39 L	10.3 gal

MANDATORY EQUIPMENT

- Quick Coupler, Mechanical or Powered
- High Visibility Seat Belt, 50 mm (2 in) or 75 mm (3 in)

PERFORMANCE PACKAGE

- Performance Package H3: *XE Hydraulics, Dual Direction Electronic Self Level (Raise and Lower), Work Tool Return to Dig, Work Tool Positioner, and Electronic Snubbing (Raise and Lower)*

COMFORT PACKAGE

- Enclosed ROPS with NC {C3}: *Foot Throttle, Headliner, Heater and Defroster, Side Windows, Cup Holder, Radio Ready, Air Ride Seat (High Back and Heated) and Polycarbonate Door*

STANDARD EQUIPMENT

ELECTRICAL

- 12 volt Electrical System
- 100 ampere Alternator
- Ignition Key Start/Stop Switch
- Lights: *Gauge Backlighting, Two Rear Tail Lights, Two Rear LED Working Lights, Two Adjustable Front LED Lights, Dome Light*
- Backup Alarm
- Heavy Duty Battery, 1,000 CCA, with Battery Disconnect

OPERATOR ENVIRONMENT

- Gauges: *Fuel Level, DEF Level, Hour Meter*
- Operator Warning System Indicators: *Air Filter Restriction, Alternator Output, Armrest Raise d/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Air Inlet Heater Activation, Hydraulic Filter Restriction, Hydraulic Oil Temperature, Park Brake Engaged, Engine Emission System*
- High Back Cloth Seat with Air Suspension, Heated with Recline and Lumbar Support and Fully Adjustable Seat Mounted Controls
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: *Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages*
- ROPS Cab, Enclosed, Tilt Up
- FOPS, Level I
- Top, Rear and Side Windows
- Headliner, Deluxe
- Floor Mat
- Interior Rearview Mirror
- USB Charging Port
- Horn
- Hand (Dial) and Foot Throttle, Electronic with Decel Feature
- Advanced Display with Rearview Camera: *Full Color, 127 mm (5 in) LCD screen; Advanced Multi-operator Security System; On-screen Adjustments for Implement Response, Hystat Response and Creep Control*
- Storage Compartment with Netting

POWER TRAIN

- Cat C3.8, Turbo Diesel Engine, Meeting U.S. EPA Tier 4 Final and EU Stage IV Emission Standards
- Air Cleaner, Dual Element, Radial Seal
- Sampling Valve, Hydraulic Oil
- Filters, Cartridge- type, Hydraulic
- Filters, Canister-type, Fuel and Water Separator
- Radiator/Hydraulic Oil Cooler (side-by-side)
- Spring Applied, Hydraulically Released, Wet Multi Disc Parking Brakes
- Hydrostatic Transmission, Two Speed Travel
- Suspension - Independent Torsion Axles (4)
- Speed Sensitive Ride Control

OTHER

- Engine Enclosure, Lockable
- Extended Life Antifreeze, -37° C (-34° F)
- Machine Tie Down Points (6)
- Support, Lift Arm
- Hydraulic Oil Level Sight Gauge
- Radiator Coolant Level Sight Gauge
- Radiator, Expansion Bottle
- Cat ToughGuard™ Hose
- Auxiliary, Hydraulics, Continuous Flow
- Split D-Ring to Route Work Tool Hoses Along Side of Left Lift Arm
- Electrical Outlet, Beacon
- Belly and Engine Compartment Access Panels for Cleanout
- Variable Speed Demand Fan with Reversing Functionality
- Steel Embed Rubber Track-400 mm (15.7 in) Block Tread
- Triple Flange Idlers (front and rear)
- Product Link™ PL240, Cellular
- Fire Extinguisher Mounting Bracket {in-cab}
- Screw-to-Connect Auxiliary Hydraulic Couplings (3/4 in)
- Push-to-Connect Flat Faced Auxiliary Hydraulic Couplings (1/2 in)
- Debris Guarding {external and turbo}
- Precleaner for Engine Air Intake
- Additional Machine Guarding
- Drive-line Guarding
- Turbo Guard
- Additional Machine Sealing

OPTIONAL ATTACHMENTS

- Beacon, Rotating
 - Engine Block Heater- 120V
 - Oil, Hydraulic, Cold Operation
 - Paint, Custom
 - Product Link PL641, Cellular
 - Bluetooth® Radio with Microphone (AM/FM/Weather Band Receiver with USB and Auxiliary Input Jack)
-
- Roof Mounted Auxiliary Hydraulic Cooler
 - Steel Embed Rubber Track- 450 mm (17.7 in) Block Tread
 - Steel Embed Rubber Track-450 mm (17.7 in) BAR Tread
 - Steel Track-355 mm (14 in) Sealed and Lubricated Steel Track (SALT) with Triple Grouser Shoes

HM418 Forestry Mower

OVERALL WIDTH

83.5 in

WORKING WIDTH

71.7 in

LENGTH

53.3 in





Date

February 9, 2022

Item No.

ACTION

Roll Call No.

22-0218

Submitted by:

**Cassandra Cook
Conservation Ecologist**

AGENDA HEADING:

Awarding lowest contractor bid for Hazard Tree Removals in Polk County Conservation parks to RW Excavating in a contract amount of \$85,500, plus a 10% contingency.

INFORMATION:

Polk County Conservation recently contracted out hazardous ash tree removals resulting from emerald ash borer infestations in Thomas Mitchell and Easter Lake Parks. These removals were deemed essential to park user safety, and contractor bids came in much lower than expected. This prompted PCC staff to request quotes to clear the diseased and dying ash trees from the remainder of our parks (Chichaqua, Fort Des Moines, Yellow Banks, Mally's, and Jester Park), as well as other trees that are potential hazards to park users. The scope of work includes removal of nearly 135 ash and other hazard trees identified by PCC staff, and stump grinding and soil grading. Trees to be removed are located in maintained areas of high recreational use in each park.

The scope of work includes an additional project in the Fourmile Creek Greenway to removal all standing trees and downed debris within a ravine that runs between private homes. PCC owns this area (see map), and has had many complaints of trees falling from this ravine onto private property, resulting in damage. Trees will be removed and the area will be seeded to provide erosion control on the banks of the ravine.

Five bids were received and opened on February 1, 2022. The lowest responsible bidder was RW Excavating with a bid of \$85,500. Upon approval, staff will issue a Notice to Proceed to the awarded contractor.

Bid Results:

Company	Bid
RW Excavating	\$85,500
Green Tree Care	\$97,750
Xtreme Tree	\$97,785
Clay Agronomics	\$180,250
J. Pettiecord	\$343,275

FISCAL IMPACT:

Amount:

\$85,500

\$8,550

\$94,050

Contract Amount

10% Contingency

Not to Exceed

Funding Source:

2012 Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S):

Date: November 10, 2021

Roll Call: 21-1111 **(5-Yea)**

Action: Awarding lowest contractor bid for hazard ash tree removal from PCC Easter Lake and Thomas Mitchell to J. Pettiecord, Inc. in a contracted amount not to exceed \$47,575.00 with a 10% contingency (\$4,325.00).

RECOMMENDATION: Awarding lowest contractor bid for Hazard Tree Removals in Polk County Conservation parks to RW Excavating in a contract amount of \$85,500, plus a 10% contingency, and authorizing the Director or their designee to sign the contract.

Fourmile Ravine Project



	Date	February 9, 2022
	Item No. Roll Call No. Submitted by:	ACTION 22-0219 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Approving a no-cost land transfer of two parcels near Chichaqua Bottoms Greenbelt from the Iowa Department of Transportation to Polk County Conservation Board.

INFORMATION:

The Iowa Department of Transportation (IDOT) purchased land adjacent to Chichaqua Bottoms Greenbelt in Jasper County to use as a mitigation site to compensate for impacts to wetlands from improvements to Highway 65. For 20+ years Polk County Conservation (PCC) staff have managed the land with the intent that the DOT would transfer it to PCC ownership. This process has languished over the years, but is finally coming to a head as the IDOT is in the process of updating records and trying to convey mitigation properties to other land management agencies.

PCC staff have been working with the IDOT to get an updated boundary survey for the two parcels and to initiate the conveyance process. The IDOT has drafted a 28E Agreement for PCC to accept ownership, control, and operation of the site and maintain and manage it in perpetuity following US Army Corps of Engineers and Department of Natural Resources guidelines.

The Kimberly Crop site is valuable as it contains Turtlehead Fen, which is a unique and rare wetland ecosystem in Iowa. PCC staff have utilized the lands surrounding the fen as a seed source for rare species, and have been in collaboration with water quality experts from the Iowa DNR to determine proper management techniques for the fen. PCC Natural Resources Division staff have put a lot of effort into managing this resource, and fully support these parcels finally coming under PCC ownership.

FISCAL IMPACT:

Amount: \$0

PREVIOUS BOARD ACTION(S):

NONE

RECOMMENDATION: Approval of a no-cost land transfer of two parcels near Chichaqua Bottoms Greenbelt from the Iowa Department of Transportation to Polk County Conservation Board and authorize the Director or his designee to sign the 28E Agreement.

Kimberly Crop Location



January 2022

**IOWA DEPARTMENT OF TRANSPORTATION
Wetland Mitigation Agreement**

County	Jasper
Project No.	NHSN-065-4(98)--2R-50 (Mitigation)
Iowa DOT	
Agreement No.	2022-C-072
Staff Action No.	22-0205

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Polk County Conservation Board, hereinafter designated "County", in accordance with Iowa Code Chapters 28E.12 as follows:

1. To compensate for impacts to wetlands from improvements to US Highway 65/IA 330 from S-27 to US 30 in Polk, Jasper, and Marshall Counties, (Project No. NHSX-065-4(76)--3H-77, NHSX-065-4(96)--3H-50, & NHS-330-2(38)--19-64), the DOT has developed a compensatory wetland mitigation site known as the "Kimberly Crop Wetland Mitigation Site", hereafter designated "SITE", in Jasper County, Section 31 of T-81N, R-21W. Please see attached **Exhibit "A"** for more location information.
2. The SITE provides compensatory emergent wetland mitigation that was authorized by Department of the Army Permit CEMVR-OD-P-325530. The emergent wetland and upland areas of the SITE must be operated and managed in compliance with the Department of the Army Permit.
3. The DOT and the County will cooperate on the ownership, management, and maintenance of the SITE with the following terms and conditions:
 - A. The DOT agrees to:
 - a. Transfer to the County title of the parcel as shown on **Exhibit "A"** attached.
 - b. Ensure the success of the SITE and perform any corrective measures deemed necessary by the DOT, U.S. Army Corps of Engineers, or the Iowa Department of Natural Resources (Water Quality Section).
 - c. Maintain and/or repair the SITE in the event of catastrophic damage including, but not limited to, severe scour erosion, extraordinary soil siltation, tree mortality, etc. The DOT will be responsible for the cost of repairs caused by catastrophic damage.
 - B. The County agrees to:
 - a. Accept ownership, control, and operation of the SITE in accordance with conditions listed in the Department of the Army Permit at no additional expense or obligation to the DOT.
 - b. Maintain and manage the SITE in perpetuity.
 - c. Notify and obtain permission from DOT, U.S. Army Corps of Engineers, and Department of Natural Resources (Water Quality Section) for any future proposed construction activities on the SITE.
 - d. Grant DOT right of entry to the SITE at any time.

Kimberly Crop Wetland Mitigation Site

- e. Grant DOT, or private contractors hired by DOT, the right to perform corrective measures at the SITE that are deemed necessary to meet Department of the Army Permit requirements at any time, including but not limited to earthwork, installation of signage, or tree replacement.
 - f. Notify the DOT in the event of catastrophic damage to the SITE.
 - g. Maintain recreation and access trails, construct and maintain hunting stands or blinds, erect signs, and construct and maintain access/parking areas on non-wetland areas within the SITE, as desired. It is understood and agreed that the County retains the right to allow public hunting, fishing, and other non-destructive recreation on the SITE as may be permitted by law. Establishment and maintenance of any said trails, hunting stands or blinds, signs, or any other facilities shall not detract from the integrity of the SITE as wetland mitigation, and shall be acceptable to the DOT, the U.S. Army Corps of Engineers, and the Iowa Department of Natural Resources (Water Quality Section).
 - h. The County, its assigns or any successors in interest assume any and all of the DOT responsibilities and obligations to protect the premises and maintain the premises for its environmental purpose as state in Department of the Army Permit CEMVR-OD-P-325530.
- 4. Future development or land-use conversion of the SITE, or any part thereof, for any purpose which may interfere with or be detrimental to wetland areas, is prohibited.
 - 5. In accordance with Iowa Code Chapter 216, the County 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.
 - 6. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
 - 7. This agreement is not assignable without the prior written consent of the DOT.
 - 8. It is the intent of all parties that no third-party beneficiaries be created by this Agreement.
 - 9. This Agreement may be executed in three counterparts, each of which so executed will be deemed to be an original.
 - 10. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the DOT and the County regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

January 2022

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-C-072 as of the date shown opposite its signature below.

IOWA DEPARTMENT OF NATURAL RESOURCES:

By: _____ Date _____, 2022.
Richard Leopold
Polk County Conservation Board Director
(515) 323-5322
rich.leopold@polkcountyiowa.gov

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 2022.
Tony Gustafson, District Engineer
Iowa Department of Transportation
(515) 239-1430
Tony.Gustafson@iowadot.us

	Date	February 9, 2022
	Item No. CLOSED SESSION Roll Call No. 22-0220 Submitted by: Doug Sheeley/Adam Fendrick	

AGENDA HEADING:

Action from Closed Session discussion of land acquisition opportunities.

INFORMATION:

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

FISCAL IMPACT: TBD

PREVIOUS BOARD ACTION(S):

Date:

Roll Call:

Action:

RECOMMEDATION:

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