



BOARD MEETING

January 11, 2023

Polk County Administration Bldg., Room 120

111 Court Ave., Des Moines, IA

5:30 PM – PCC Board Meeting

AGENDA

- 1) Roll Call
- 2) Public Comments
- 3) New Employee Introduction
 - a. Hailey Christoph – Assistant Naturalist
- 4) Financial Reports
- 5) Action on the Minutes of the Previous Meeting(s)

CONSENT AGENDA

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

- 6) **Approving** bill list.
- 7) **Approving** update to the Polk County Conservation Board's Bylaws – second vote.
- 8) **Approving** amendment to contract with JEO Consulting Group, Inc for engineering/design services for a floodplain restoration project at Chichaqua Bottoms Greenbelt and additional funds in the amount of \$2,500.
- 9) **Approving** the Polk County Conservation Public Art Committee's choice of original artwork on the north shore of Easter Lake Park in recognition of former Deputy Director, Doug Romig's inspirational vision of an all-inclusive outdoor space as part of the Athene North Shore Recreation Area project.
- 10) **Approving** the Polk County Conservation Public Art Committee's recommendation for the 2023 Rotating Sculpture Program at Jester Park called "Long Distance".
- 11) **Accepting** the highest bids for Chichaqua Bottoms Greenbelt crop ground rental for the 2023 cropping season and authorizing the Chair, or their designee, to sign the leases.
- 12) **Awarding** lowest contractor bid for hazard tree removals in Polk County Conservation parks to Xtreme Tree in a contract amount of \$61,823, plus a 10% contingency.

ACTION ITEMS

- 13) **Approving** the Professional Service Agreement with Bolton & Menk for design/engineering services for the Lauridsen Skatepark Parking Lot in the contract amount of \$135,000.
- 14) **Approving** the Purchase Agreement with Eric and Carol Ziel to purchase 42.03 acres of property near Alleman, Iowa, for an amount of \$368,281.57, plus closing costs.
- 15) **Approving** Professional Service Agreement with Foth for Design/Engineering Services for the Trails End Mitigation Bank Phase II in the contract amount of \$74,900.

BOARD DISCUSSION

Director Remarks – **Board Retreat**

Board Chair & Members Remarks

CLOSED SESSION

16) Land Acquisition

ADJOURNMENT

Upcoming Events

- January 16 – Martin Luther King Jr. Day – County Holiday – Administrative Offices Closed; Jester Park Nature Center is Open
- January 18 – PCC All Staff Holiday Potluck at Outdoor Recreation & Wellness Center
- January 24-26 – ICCS Winterfest Annual Training Conference, Coralville, Iowa
- January 31 – Annual PCC Manager's Retreat at Iowa Arboretum
- February 5 – Altoona Running Club's Groundhog Grind at Thomas Mitchell Park
- February 8 - PCC Board Meeting, 5:30 PM, Polk Co Admin Bldg, Rm 120
- February 20 – President's Day – County Holiday – Administrative Offices Closed; Jester Park Nature Center Closed

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

2022-23 Revenue Budget
- as of 12/31/22 (50.07% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	\$ 1,032,000	\$ 380,000	\$ 652,000	36.8%
0213	Equipment	\$ 5,000	\$ 85,473	\$ (80,473)	1709.5%
6006	Environmental Ed	\$ 102,000	\$ 36,141	\$ 65,859	35.4%
6009	Natural Resources	\$ 124,000	\$ 98,427	\$ 25,573	79.4%
6101	Administration	\$ 20,500	\$ 25,243	\$ (4,743)	123.1%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ -	\$ 64,788	\$ (64,788)	0.0%
6110	Parks Advocacy Unit	\$ 722,500	\$ 382,204	\$ 340,296	52.9%
6118	Fleet Services	\$ 20,000	\$ 15,864	\$ 4,136	79.3%
6119	Construction/Maint.	\$ -	\$ 6,050	\$ (6,050)	0.0%
6124	Equestrian Center	\$ 260,000	\$ 91,675	\$ 168,325	35.3%
Sub-Total - General Fund 1		\$ 2,286,000	\$ 1,185,865	\$ 1,100,135	51.9%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 100,000	\$ 42,855	\$ 57,145	42.9%
6127	Miscellaneous	\$ 1,000	\$ 2,813	\$ (1,813)	281.3%
6128	Cabins	\$ 140,000	\$ 69,044	\$ 70,956	49.3%
6129	Lauridsen Skatepark	\$ 25,000	\$ 7,782	\$ 17,218	31.1%
Sub-Total - General Fund 6		\$ 266,000	\$ 122,494	\$ 143,506	46.1%
REAP - Fund 26					
0211	Resource Enhancement	\$ 111,000	\$ 118,583	\$ (7,583)	106.8%
Reserve - Fund 50					
6126	Mitigation Banking	\$ 1,000,000	\$ -	\$ 1,000,000	0.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 4,075,340	\$ 984,719	\$ 3,090,621	24.2%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 350,800	\$ 145,416	\$ 205,384	41.5%
6126	Sleepy Hollow	\$ -	\$ 6,346	\$ (6,346)	0.0%
Sub-Total - Enterprises Fund 286		\$ 350,800	\$ 151,762	\$ 199,038	43.3%
Grand Total - Conservation		\$ 8,089,140	\$ 2,563,423	\$ 5,525,717	31.7%

2022 - 2023 Expense Budget
- as of 12/31/22 (50.07% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure	\$ 1,952,808	\$ 904,029	\$ 1,048,779	46.3%
0213	Equipment	\$ 320,000	\$ 201,723	\$ 118,277	63.0%
6006	Environmental Ed	\$ 639,284	\$ 360,512	\$ 278,772	56.4%
6009	Natural Resources	\$ 1,321,100	\$ 614,128	\$ 706,972	46.5%
6101	Administration	\$ 1,323,020	\$ 740,063	\$ 582,957	55.9%
6103	Community Outreach	\$ 206,364	\$ 90,332	\$ 116,032	43.8%
6104	Conservation Grants-FEMA	\$ -	\$ -	\$ -	0.0%
6110	Parks Advocacy Unit	\$ 1,167,528	\$ 737,996	\$ 429,532	63.2%
6118	Fleet Services	\$ 652,723	\$ 394,165	\$ 258,558	60.4%
6119	Construction/Maint.	\$ 855,860	\$ 451,923	\$ 403,937	52.8%
6124	Equestrian Center	\$ 681,463	\$ 407,146	\$ 274,317	59.7%
Sub-Total - General Fund 1		\$ 9,120,150	\$ 4,902,017	\$ 4,218,133	53.7%
6125	JP Lodge	\$ 75,000	\$ 3,201	\$ 71,799	4.3%
6127	Miscellaneous	\$ 24,903	\$ 18,296	\$ 6,607	73.5%
6128	JP Cabins	\$ 89,467	\$ 35,174	\$ 54,293	39.3%
6129	Lauridsen Skatepark	\$ 724,720	\$ 252,483	\$ 472,237	34.8%
Sub-Total - General Fund 6		\$ 914,090	\$ 309,154	\$ 604,936	33.8%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,543,205	\$ 763,907	\$ 779,298	49.5%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ -	\$ -	\$ -	0.0%
REAP - Fund 26					
0211	Resource Enhancement	\$ 262,069	\$ 81,025	\$ 181,044	30.9%
Mitigation Banking - Fund 31					
6003	Mitigation Banking	\$ 500,000	\$ -	\$ 500,000	0.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 21,558,237	\$ 9,178,004	\$ 12,380,233	42.6%
Conservation Enterprises - Fund 286		\$ -			
6121	Golf Course	\$ 438,500	\$ 118,524	\$ 319,976	27.0%
6126	Sleepy Hollow	\$ 162,293	\$ 63,632	\$ 98,661	39.2%
Sub-Total - Enterprises Fund 286		\$ 600,793	\$ 182,156	\$ 418,637	30.3%
Grand Total - Conservation		\$ 34,498,544	\$ 15,416,263	\$ 19,082,281	44.7%

2021 Bond PCWLL EXPENDITURES AS OF :

December 31, 2022

SUB- LEDGER	PROJECT	BALANCE 2012 BOND	May 2022 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C12-6221	JP NATURE CENTER	(\$68,793)						\$ -	\$ (68,793.00)
C12-6232	YB PARK IMPROVEMENTS	(\$63,256)						\$ -	\$ (63,256.00)
C12-6233	TRAIL IMPROVEMENTS ALL AREAS				\$ 8,000	\$ 24,735		\$ 32,735	\$ (32,735.00)
C19-6323	YB SHOP BUILDING							\$ -	\$ -
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$13,666		\$ 22,194	\$ 23,894	\$ 1,278		\$ 47,366	(33,700)
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$31,595	\$ -			\$ 1,032	\$ (264,823)	\$ (263,791)	(234,260)
C13-6256	PCWLL PUBLIC AWARENESS					\$ 2,430		\$ 2,430	(2,430)
C13-6258	NATURAL AREA RESTORATIONS	\$185,859	\$ 1,000,000			\$ 286,489		\$ 286,489	899,370
C15-6277	WATER QUALITY	(\$857,705)	\$ 1,000,000	\$ 456,953	\$ 47,119	\$ 101,767	\$ (320,150)	\$ 285,688	(783,693)
C17-6299	CBG-K KIMBERLY PROPERTY	(\$1,255,237)	\$ 1,802,462				\$ (167,879)	\$ (167,879)	379,346
C18-6312	MISCELLANEOUS LAND	(\$5,400)			\$ 4,785	\$ 5,600	\$ (30,000)	\$ (19,615)	(45,785)
C19-6324	4-MILE GREENWAY RESTORATION	(\$6,652)	\$ -			\$ 2,500		\$ 2,500	(9,152)
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$99,779			\$ 372,218	41,421	\$ (105,000)	\$ 308,639	(418,860)
C19-6334	CBG LANE PROPERTY	\$28,258						\$ -	28,258
C20-6343	4-MILE/SLEEPY HOLLOW	(\$2,919)	\$ 3,500,000		\$ 30,891	\$ 2,122,190		\$ 2,153,081	1,344,000
C20-6348	ARTIFACTS					\$ 54,710		\$ 54,710	(54,710)
C20-6349	COPPER CREEK		\$ 1,000,000		\$ 1,900	\$ 3,586		\$ 5,486	994,514
C20-6352	HTT TO POLK CITY		\$ 1,500,000					\$ -	1,500,000
C20-6353	SPECK PROPERTY					\$ 1,612		\$ 1,612	(1,612)
C21-6354	TRAILS END MITIGATION BANKING	(\$400,205)	\$ 1,000,000	\$ 2,013,541	\$ 82,542			\$ 2,096,083	(1,496,288)
C22-6355	SUSTAINABILITY	(\$5,995)				\$ 35,592		\$ 35,592	(41,587)
C22-6356	4-MILE/MEEK		\$ 232,884			\$ 232,684		\$ 232,684	200
C22-6357	4-MILE/LOCKARD		\$ 1,430			\$ 1,880		\$ 1,880	(450)
C22-9999	MINOR BOND IMPROVEMENTS		\$ 2,000,000			\$ 131,511	\$ (2,000)	\$ 129,511	1,866,489
	ICON		\$ 1,500,000			\$ 92,496		\$ 92,496	1,407,504
	WATER TRAILS		\$ 1,000,000					\$ -	1,000,000
	BROADWAY TO NEAL SMITH TRAIL		\$ 2,500,000					\$ -	2,500,000
								\$ -	0
								\$ -	0
LAND ACQ	LAND ACQUISITIONS		\$ 1,963,224					\$ -	1,963,224
		(\$2,307,005)	\$ 21,000,000	\$ 2,492,688	\$ 571,349	\$ 3,143,514	\$ (889,852)	\$ 5,317,698	\$ 11,664,386

December 14, 2022
Polk County Administration Bldg., Room 120
111 Court Ave., Des Moines, IA
5:30 PM – PCC Board Meeting

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in person for regular session Wednesday, December 14, 2022. The meeting was called to order at 5:30 p.m.

- #22-1201 **Roll Call**
Members Present: **Lewis, Mollenhauer (Zoom), Crane, Altringer, Cataldo**
Members Absent:
- #22-1202 **Public Comments**
- #22-1203 **Shoreline Signals Presentation- Teva Dawson**
- #22-1204 **Public Hearing rejecting all bids after considering plans, specifications, form of contract, engineer's estimate, and bid for the construction of the Athene North Shore Recreation Area at Easter Lake Park.**
- #22-1205 **Financial Reports**
- #22-1206 **MOVED BY Altringer to approve the November 9, 2022 meeting minutes.**
Vote Yea: **Lewis, Mollenhauer (Zoom), Crane, Altringer, Cataldo**
Members Absent:

CONSENT AGENDA

- #22-1207 **Approving** bill list.
- #22-1208 **Approving** revisions and additions to the Employee Administrative Manual of the Polk County Conservation Board that was approved at the August 10, 2022 PCC Board Meeting. All changes in this manual will be effective January 1, 2023.
- #22-1209 **Approving** update to the Polk County Conservation Board's Bylaws.
- #22-1210 **Approving** the fee adjustment for the Jester Park Nature Center after-hours rental fee and the elimination of the senior discount and off-season campsite rates.
- #22-1211 **Approving** fee for service agreement with the Conservation Corps of Minnesota and Iowa (CCMI) in the amount of \$153,360 for the 2023 dedicated Polk County Conservation Crew.

- #22-1212 **Awarding** the bid for forestry mowing and follow up herbicide treatment within the Fourmile Creek Greenway to Four Seasons Conservation in a contracted amount of \$79,500.
- #22-1213 **Awarding** lowest contractor bid for wetland excavation at the Dykstra Parcel at Chichaqua Bottoms Greenbelt to Lahr Excavating in a maximum contracted amount of \$238,620.00 with a 5% contingency.

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

ACTION ITEMS

- #22-1214 **Public Hearing rejecting** all bids after considering plans, specifications, form of contract, engineer's estimate, and bid for the construction of the Athene North Shore Recreation Area at Easter Lake Park.

LET THE RECORD SHOW it was moved by Altringer to approve Action Item 22-1214.
Vote Yea: **Lewis, Mollenhauer (Zoom), Cataldo, Crane, Altringer**
Members Absent:

- #22-1215 **Approving** the amendment request from Shive-Hattery in the amount of \$183,120 for additional design, supplemental services, construction phase services, signage coordination, cost reduction modifications, and rebidding for the Athene North Shore Recreation Area project.

LET THE RECORD SHOW it was moved by Altringer to approve Action Item 22-1215.
Vote Yea: **Mollenhauer (Zoom), Cataldo, Crane, Altringer**
Vote No: **Lewis**
Members Absent:

- #22-1216 **Approving** the purchase and installation of a new playground at Thomas Mitchell Park, featuring ADA accessible features for a total cost not to exceed \$386,540 to Play-Pro Recreation.

LET THE RECORD SHOW it was moved by Altringer to approve Action Item 22-1216.
Vote Yea: **Lewis, Mollenhauer (Zoom), Cataldo, Crane, Altringer**
Members Absent:

- #22-1217 **Approving** Professional Service Agreement with Snyder and Associates for Design/Engineering Services for the Mountain Bike Park in the contract amount of \$106,500.

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 22-1217.
Vote Yea: **Lewis, Mollenhauer (Zoom), Cataldo, Crane, Altringer**

Members Absent:

#22-1218 **Accepting** the land donation from the Iowa Natural Heritage Foundation along NE 29th st. adjacent to the Chichaqua Valley Trail.

LET THE RECORD SHOW it was moved by **Altringer** to approve Action Item 22-1218.

Vote Yea: **Lewis, Mollenhauer (Zoom), Cataldo, Crane, Altringer**

Members Absent:

BOARD DISCUSSION

Director Remarks

North of Lauridsen Skatepark under the bridge by the dog park has terrible parking. We have been negotiating with the city of Des Moines for a long time to shift the dog park north to make room for a large parking lot, and the City of Des Moines is essentially giving us land to do so, but the deal is that we have to pay some of the costs to reestablish the dog park. The dog park will now be right up against University, where they will take out a street and building a trail. Simplifying a complicated negotiation, it is essentially a \$2M parking lot and relocation of the dog park fence. We are in active negotiations with the county, and we are hoping that they will pay for all of it, but we will see what they say and go from there. More to come.

The \$44M road improvement Broadway project is happening, which affects us from the east side of the Gay Lea Wilson trail all the way to Bridgestone Firestone. This project will have a 10ft concrete trail and there will be 10-12 bioswells associated with it; it is a big deal and it is going to take a long time, but it marches forward. This is a Public Works project, and they are consulting with us, but we are a minor player. This is a part of an infrastructure project where they are getting money from the Iowa DOT and others.

Kami has been working with the Great Outdoors Foundation on the shared, Full Time position for Easter Lake. Our fundraising went beyond our original goals, and now we need to come up with a job description, contract management, and location of office, which is ongoing.

On January 31, 2023, our management staff are going on a retreat, where we will be going over our strategic and operational action plans for 2023/2024. Rich would like to invite the PCCB members to do the same, sometime in early to mid-February? Once we get the staff input and our ideas put together, we would like to bring the PCCB in and get your (PCCB) thoughts as well.

Financial Updates

North Polk Pheasants Forever chapter has agreed to provide \$30,000 to support the acquisition of the Bailey parcel out at Chichaqua Bottoms Greenbelt (Thank you to Doug Sheely as he is responsible for making this happen).

PCC was awarded a \$200,000 Water Quality Improvement grant from IDALS for restoration of the wetland basin on the Dysktra property at Chichaqua Bottoms Greenbelt – Thank you, NR team!

We also received a \$10k donation from Toro via Amanda Brown to help with prairie restoration and tree planting after the latest derecho.

Currently our internal grant writers leverage existing grant funds to pursue additional matching grant funds. It is dizzying how much they can come up with to help support PCC efforts!

a) 2023/2024 FY Decision Package Request to BOS

- PCC's Decision Package has been submitted to the Polk County Board of Supervisors. Our official budget presentation is on January 4th at 9:30 AM at the downtown Polk County Administration building. It would be fantastic if any PCC Board Member decides to attend. Many negotiations are going on now, and the first four items in the Decision Package have to do with Sleepy Hollow.
- Sleepy Hollow is an Enterprise fund, which means it is a business account like the Jester Park Golf Course. An Enterprise fund isolates all revenue and expenses separately from other PCC funds. Expenses are accruing in this development phase of Sleepy Hollow, but with the installation of the tubing hill and other amenities, it is anticipated that revenues will outpace expenses within a short timeframe. We have established a new unit, Leisure Services, which is managed by Jeff Condon. Jeff's first task is to get Sleepy Hollow up and running. Via a previous agreement with Polk County, four full time positions (FTEs) are slated to be hired, and additional PPT staff will be allocated to help with operations. Sam Lorton has recently been hired as the first PPT Sleepy Hollow employee and two more full time employees are slated to be hired before July 1st, 2023. Tom Hockensmith has provided his support and justification for the new hires needed for Sleepy Hollow operations. An operating budget has been established for the new business unit, which is imperative for moving forward with planning. PCC plans to run Sleepy Hollow (at least for now) including the year-round tubing hill, which means we need the staff and resources to offer the same level of exemplary service that PCC strives to provide in all of it's parks and recreation areas.
- The newest position to be requested for PCC is a Trails Coordinator. This position has been built into the PCC staffing plan and we believe it should be a part of the Leisure Services department as a permanent, part-time role. PCC has 50 miles of paved recreational trails and at least that much in soft trails. PCC's goal is to re-distribute the Trails workload between several roles. Adam Fendrick, PCC Parks Planner, is currently tasked with trails planning, development, and maintenance and does great work, but he has the whole organization to plan for. Erich Braun, Parks Manager, does a lot of Trail operational planning and enforcement. Doug Sheeley, Natural Resources Manager, focuses on the natural resource elements of Trail planning and maintenance (trail integration into natural environments, prairie, wetland, and forest restoration impact, etc.). Ron VanDenBroeke, CMO Manager, oversees the crew that fixes the potholes and resurfaces the trails. There is not one central person that deals with trails within the PCC hierarchy. We currently have a relationship with a contractor that used to be with the DNR and he is giving us great work on the projects he's hired to

consult on, but it's not enough. PCC needs a full time person for Trails management.

- A full-time Maintenance Technician position has also been built into the '23-'24 Decision Package. This role will be stationed in the northeast part of the county within Chichaqua Bottoms Greenbelt. Every PCC region has a maintenance technician except for the NE region. James Dotzler is the Park Ranger for CBG and currently oversees over 10,000 acres. He is doing far too much maintenance tech work due to the size of the park, so this additional help will enable him to focus more on law enforcement issues.
- The Fleet department currently has a Fleet Coordinator, a full-time Mechanic, and two part-time Mechanics. PCC is requesting to take one of the part-time positions and make it a full-time position. The Fleet department has plenty of work and a full-time position will enable the department to recruit and retain high-caliber candidates.
- PCC implemented a paid internship program last year, with \$25,000 that funded three internships. The demand for interns is high across the organization, and the return for investment is greater than hiring internally, so PCC is asking for double the amount of funding (\$50,000). This will enable PCC to increase the number of paid internships offered.
- Also included in the Decision Package is the request for permanent part-time and seasonal wage increases. PCC part-time and seasonal positions have been consistently listed at below-market wages, which makes recruitment and retention challenging. Many organizations are raising their wages to improve recruitment and retention, so this is to help PCC keep pace with current market trends.
- Following County-wide trends, PCC is asking for funding to cover "inflation increases" in areas like professional services, chemicals, fuels, and utilities. Prices continue to rise due to inflation, so additional funding is needed to prevent service outages and operational disruptions.
- Ron VanDenBroeke, CMO Manager, has recommended a request for \$300,000 to systematically start replacing a large portion of the 30 OLD septic systems hidden within PCC's infrastructure. Ron has been trying to figure out what needs fixing or replacing, and has discovered that the septic system within Jester Park Golf Course should also be included in these estimates. PCC does not know if the \$300,000 will cover all of the repairs or replacements, but it should cover a large portion of the 30 that need replacing.
- It is currently listed that the Lauridsen Skatepark parking lot improvements will cost \$3,000,000, but the revised estimate is \$2,000,000. Please note that reduction in cost.

- PCC has a number of bridges within the parks that are not in very good shape, but the focus has been narrowed to three of them:
 - a. Jester Park bridge by the bison/elk exhibit
 - b. Easter Lake bridge - a smaller bridge on the south side of the lake and to the left of the park entrance
 - c. Yellow Banks bridge at the bottom of "Kill Hill"

Rich is meeting with Polk County leadership (John Norris, Sarah Boese, and Angela Connelly) on 12/15/2022 to present pictures, one-page summaries, and provide context for the requested bridge repairs/replacements.

- In the interest of public safety and to align with project plans already in the works, PCC is deeply concerned about a pedestrian/bike trail that will be integrated into the Broadway Ave project. There are two 4-lane roads that cross each other, and current plans outline a bike trail that goes across the intersection and is only designated with pavement markings and flashing lights. PCC is petitioning for an overpass structure similar to the Oralabor Road overpass for the High Trestle Trail in Ankeny. Aesthetics do not have to be at the same level but it's imperative that pedestrians get across the large intersection safely (on E14th and 2nd).
- PCC's previous \$50,000,000 bond turned into \$100,000,000 in spending once leveraged – this is directly related to the amount of projects and work PCC is accomplishing. Currently PCC is averaging around four million visitors each year (more than the DSM Science Center, DSM Art Center, and Blank Park Zoo combined). PCC continues to pursue land acquisition on behalf of Polk County residents who have strongly indicated they wish us to continue appropriating land for outdoor recreational use. However, additional land equals higher operational costs and maintenance demands. It is difficult to quantify how many FTE's are required to maintain and manage the number of acres PCC owns. PCC is finding that identifying use patterns and expectations for the land is paramount to determining proper staffing levels. Strategic planning will be revisited in February 2023 to evaluate the proper approach for determining the correct staffing levels at PCC.

b) Bond Project Updates

- Refer to Power Point presentation on Bond project updates.

Board & Chair Remarks –

2023 Election of PCC Board Member Officers:

Board Chair: **Jill Altringer (Nominated by Crane, Seconded by Cataldo)**

Vice Chair: **Greg Lewis (Nominated by Cataldo)**

Secretary: **Pam Mollenhauer (Nominated by Cataldo)**

LET THE RECORD SHOW it was moved by **Mollenhauer** to approve the appointment of 2023 Polk County Conservation Board Officers by acclamation.

Vote Yea: Lewis, Cataldo, Mollenhauer (Zoom), Altringer, Crane

CLOSED SESSION

#22-1219 Moved by **Altringer** to go into closed session pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

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

Members Absent: **Cataldo**

Closed Session Roll Call: Katie Stoklasa, Rich Leopold, Kami Rankin, Cassie Cook, Doug Sheeley, Greg Lewis, Jill Altringer, Natalie McFarlane, Pam Mollenhauer, Ryan Crane, Adam Fendrick, Zoey Schorzmman, Andrea Petrovich

Action on closed session:

Moved by Altringer to return to open session.

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

Members Absent: **Cataldo**

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THIS MEETING IS ADJOURNED.

Meeting adjourned at **7:50 pm**



Date

January 11, 2023

Item No.

CONSENT

Roll Call No.

23-0107

Submitted by:

Kami Rankin

Deputy Director

AGENDA HEADING:

Approving update to the Polk County Conservation Board's Bylaws.

INFORMATION:

Every year Polk County Conservation (PCC) is required to review its Bylaws in January for the administration, development, operations and management of its areas, facilities and employees, and to make corrections and clarifications as needed to update said Bylaws.

There is one text modification recommended to update the Bylaws stating that all resolutions passed by the Polk County Board of Supervisors pertaining to the annual July 1st cost of living increase shall be automatically adopted by the Polk County Conservation Board and applied to relevant wages with the same effective date. This action requires two affirmative votes and was approved for the first time at the 12-14-22 PCC Board Meeting. This is the second and final vote for the approval of the 2023 PCC Board Bylaws.

FISCAL IMPACT: N/A

Amount:

Source:

PREVIOUS BOARD ACTION(S):

Date: December 14, 2022
Roll Call: 22-1209 (Yea-5)
Action: Approving the Polk County Conservation Board's Bylaws – First Vote.

Date: January 9, 2022
Roll Call: 22-0109 (Yea-5)
Action: Approving the Polk County Conservation Board's Bylaws.

Date: February 13, 2021
Roll Call: 21-0213 (Yea-5)
Action: Approving revisions of the Polk County Conservation Board Bylaws – Second Vote.

Date: January 18, 2021
Roll Call: 21-0118 (Yea-4; Vacant 1)
Action: Approving revisions of the Polk County Conservation Board Bylaws and place on the February Board meeting for adoption, action requires two affirmative votes.

RECOMMENDATION:

Approving update to the Polk County Conservation Board's Bylaws.

BYLAWS
OF THE
POLK COUNTY CONSERVATION BOARD
CY 2023

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

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

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

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

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

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

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

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

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

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

- a. The preparation of the agenda for each regular monthly meeting and to assist the chairperson in the functions of the meeting as required.
- b. To annually outline and recommend to the Board a budget that includes a program of administration, development, maintenance and operation, for each budgetary year, including an estimated cost, which shall be presented to the Conservation Board prior to submission to the Board of Supervisors. To present and explain amendments and modifications to the annual budget that may occur during the year to the Board prior to submission to the budget staff of the Board of Supervisors.
- c. The budget, or periodic budget amendments, as approved by the Conservation Board, shall be presented and explained by the director to the Board of Supervisors at each annual budget hearing or at periodic budget amendment hearings.
- d. S/He shall keep well informed on the current trends, functions, procedures, and philosophies in outdoor recreation and environmental education; on the design of park facilities and development; and in the preservation and rehabilitation of conservation areas; and shall periodically report to the Conservation Board the results of his/her research and investigation in these fields.
- b. S/He shall review and approve all expenditures as established by the Board and is authorized to requisition warrants from the County Auditors Office for the payment of duly acknowledged claims. S/He shall submit to the Board monthly financial statements on the status of the conservation budget.
- c. As required by statute, s/he shall prepare an annual report covering each calendar year as terminated and include, therein, his/her recommendations for future expansion and development.
- d. S/He will develop and maintain long-range strategic plans as approved by the Conservation Board to provide guidance in the planning and implementation of programs and projects.

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

That the compensation for the Director, his/her full-time assistants and employees, shall be determined by the Polk County Human Services Department and shall be comparable and commensurate with the annual salaries, or hourly wages as established by the Board of Supervisors for similar duties and responsibilities as other county officers and employees, when such salaries and rates are not in conflict with statutory limitations. Vacations, sick leaves, holidays and other employee benefits shall be in conformity with the regulation as established for other Polk County officers and employees. The Director is authorized to employ and establish hourly wage rates for seasonal/intermittent employees as set forth in the Conservation Board's budget. All resolutions passed by the Polk County Board of Supervisors pertaining to the annual July 1st cost of living increase shall be automatically adopted by the Polk County Conservation Board and applied to relevant wages with the same effective date.

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

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

- a. For the purchase of minor items and to provide for "change", a petty cash fund and change funds may be established not to exceed \$100 when authorized by the Director. Claims for reimbursement to the petty cash fund shall be submitted to the County Auditor as required and based on receipted amounts of each expenditure.
- b. Items of expenditure of \$5,000 or more shall, when possible and reasonable, be selected from at least three (3) quotations from qualified vendors and approved by the Director or his/her designee. No prior approval is required by the PCCB; however, PCCB ratifies monthly list of expenditures at each monthly regular meeting
- c. Items of expenditures up to \$10,000 shall require approval of the Director or his/her designee. No prior approval is required by the PCCB; however, PCCB ratifies monthly list of expenditures at each monthly regular meeting. In emergency situations (defined as immediate public health and welfare) the Director may spend up to \$20,000 as necessary to meet the needs of the emergency within 48 hours and inform the Conservation Board of any emergency spending as soon as possible.
- d. Items of expenditures above \$15,000 shall be selected from at least three (3) quotations from qualified firms or supplies when applicable and the approval of at least three (3) Board Members before purchase. Members may be polled for approval. All quotations received shall be retained in the files for at least three (3) years.
- e. Contracts or purchases for public improvements as defined by Sections 26.2(3), 73A.1(3) and 573.1(4)(2011) shall conform to the requirements of said Chapters 26, 573 and 73A.
- f. The Director, or his/her duly appointed representative is authorized and empowered to act for the Board in receiving, opening, and recording bids. A public hearing, as set forth in Chapter 26 and 73A, Code of Iowa, must be held at a regular or special meeting of the Board for action on said bids.

- g. The acquisition of land (including easements) is excluded from the above requirements, but Land Purchase Options must be considered by the Conservation Board at a regular or special meeting and approved by at least three (3) Board Members for acceptance. Procedures for land acquisition shall conform to statutory requirements.
- h. The Director is authorized to apply for grants that fit within the mission of the Board. Final acceptance of grants awarded to Polk County Conservation will receive approval of the Board.
- i. The Director is authorized to negotiate mutual and cooperative agreements with final approval of agreements receiving approval of the Board.
- j. The Director is authorized to sign contractual documents on behalf of the Board, when authorized by a Board resolution, with the requirement that the resolution is documented as part of the signature.

ARTICLE X.

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

- 1) Coming to each Board meeting educated on the agenda items
- 2) Having a clear understanding on their fiduciary requirements
- 3) Serving on standing committees of Polk County Conservation (Advisory, Golf, Public Art)
- 4) Membership and participation in the Great Outdoors Foundation
- 5) Keeping their respective Board of Supervisor apprised of major efforts being undertaken by Polk County Conservation
- 6) Attending major events hosted by Polk County Conservation and the Great Outdoors Foundation that benefit Polk County Conservation (public meetings, fund-raisers, special events, etc.)
- 7) Attendance to annual Iowa Association of County Conservation Boards (IACCB) conference
- 8) Advocacy for local and state issues that impact conservation efforts.
- 9) Learn about operations through employee engagement: (ride along with a Park Ranger; participate in a prescribed fire; harvest prairie seed; attend an environmental education program, etc.)

ARTICLE XI.

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

That these Bylaws as adopted by Roll Call No. 23-0107 is hereby approved as of January 11, 2023, by the Polk County Conservation Board.

Chair

Board Member

Vice-Chair

Board Member

Secretary

**Date**

January 11, 2023

Item No.**CONSENT****Roll Call No.****23-0108****Submitted by:****Amanda Brown
Conservation Ecologist****AGENDA HEADING:**

Approving amendment to contract with JEO Consulting Group, Inc for engineering/design services for a floodplain restoration project at Chichaqua Bottoms Greenbelt and additional funds in the amount of \$2,500.

INFORMATION:

In August 2022, Polk County hired JEO to complete a floodplain restoration feasibility study for Chichaqua Bottoms Greenbelt (Chichaqua) and the surrounding landscape. Specifically, this study was looking at installing a diversion structure on one of the drainage district levees (DD52) running through Chichaqua in order to restore hydrology to the abandoned Skunk River channel. The result would be improved water quality and creation of essential habitat for our native wildlife species.

After further discussions, it was decided that installing pumped wetlands along drainage ditches throughout the park would be more realistic instead of altering the existing drainage ditch levees.

Due to the change in scope of the project and the additional modeling needed for the pumped wetland concept, JEO determined that an additional \$2,500 would be needed to complete the feasibility study. This changes the total contract amount from \$32,500 to \$35,000.

As a reminder, this project was presented to the Polk County Board of Supervisors (BOS) as a potential recipient of the American Rescue Plan Act (ARPA) funds. The BOS approved allocation of one million dollars towards this project at the board meeting on July 26th, 2022.

FISCAL IMPACT:

Amount: \$2,500

Funding Source: American Rescue Plan Act (ARPA) funds

PREVIOUS BOARD ACTION:

Date: August 10th, 2022

Roll Call Number: 22-0810 **(3 Yea, 2 Absent)**

Action: Approving contract with JEO Consulting Group, Inc for engineering/design services for a floodplain restoration project at Chichaqua Bottoms Greenbelt in the amount of \$32,500.

RECOMMENDATION:

Approving amendment to contract with JEO Consulting Group, Inc for engineering/design services for a floodplain restoration project at Chichaqua Bottoms Greenbelt and additional funds in the amount of \$2,500 and authorizing the Director or Deputy Director to sign contractual agreements.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
CONTRACT AMENDMENT NO. 1 – SCOPE OF SERVICES
CHICHAQUA FLOODPLAIN PUMPED WETLAND FEASIBILITY EVALUATION

Project Understanding and Objective

Polk County Conservation Board wishes to investigate the feasibility of constructing pumped wetland in several locations within the Chichaqua Greenbelt. The attached figure shows the locations of potential pumped wetlands; sites 1, 3, 4, and 5 will be evaluated. No additional data collection is included in this scope of services. If the pumped wetlands are deemed feasible, additional topographic survey may be required during the final design phase.

SCOPE OF WORK

To meet the above objective, the following scope of services is proposed:

Phase 1 – Wetland Site Plan

This phase of the project includes determining the location and size of the wetland, basic earthwork grading required for the wetland, new pump needed for diverting water, and the outlet design. In addition, the anticipated 100-year storm bounce and a preliminary cost estimate will be determined with this phase. The location and height of any graded embankment needed will consider property lines, underground utilities, road right of ways, and other manmade structures.

Grading will be allowed as necessary inside the pool area. It is assumed a minimum of six inches of topsoil will need to be placed over graded areas with water depths of less than three (3) feet to provide a suitable environment for wetland plants to develop. The wetland should be sited so that it meets IDALS/NRCS program eligibility requirements. Engineer shall verify this by submitting the following information:

- 1) total contributing drainage area (acres) and inflow pump capacity/rate,
- 2) the surface area of normal pool elevation,
- 3) the normal pool area that is greater than 3 feet in depth,
- 4) and the minimum easement area incorporating the 100-year flood elevation, if applicable.

Some special conditions might be encountered that will require special design considerations, such as buried utilities, railroad, or other roadway right of ways. Additional compensation will be added to the contract as negotiated between Owner and JEO for sites where these conditions are encountered.

During this phase, the necessary information includes the normal pool elevation of the wetland, and confirmation that the principal and emergency spillway can pass the design storm events. For the purposes of this scope, it is assumed that detailed hydraulic analysis will be completed in the final design phase. If the site requires this analysis during this phase, the contract will be modified as needed.

The preliminary site plan shall include the topographic information obtained or LiDAR contour data, the structure location and elevation, the outline for deep and shallow water elevations, the maximum design storm elevation, the location of anticipated borrow and fill areas, the elevation and location of known tiles and any necessary modifications for daylighting or pumping, along with the outline of any

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
CONTRACT AMENDMENT NO. 1 – SCOPE OF SERVICES
CHICHAQUA FLOODPLAIN PUMPED WETLAND FEASIBILITY EVALUATION

anticipated grading. The preliminary design for pumped wetlands will also include an approximate location of the power source/distribution line to the power from grid or alternative power source. JEO will submit the following deliverables:

- Preliminary site design drawings in PDF format with an aerial photograph background.
- An electronic form of the site design with sufficient information to accurately transfer the wetland location into ArcGIS, in NAD 1983 Iowa State Plane coordinate system.
- A completed Wetland Design Data Sheet (form provided by IDALS)
- A preliminary cost estimate
- An outline of the life-cycle operation and maintenance requirements for the pump options

PROPOSED PROJECT SCHEDULE

Notice to Proceed.....January 2023
Phase 1 – Preliminary Design..... March 2023

Dates above are estimates of the anticipated completion date for each task and subtask and are subject weather and timeliness of information availability (i.e., survey and site reviews).

PROPOSED PROJECT FEE:

JEO will provide the services described herein as listed below:

Phase 1 – Wetland Site Plan (Lump Sum):	\$ 9,500.00
Amendment No. 1 Total:	\$ 9,500.00

The contract fee breakdown with this proposed amendment is listed below:

Original Contract (Lump Sum):	\$ 32,500.00
Original Contract Deduct (Lump Sum):	(\$ 7,000.00)
Contract Amendment No. 1 (Lump Sum):	\$ 9,500.00
Total:	\$35,000.00

SERVICES PROVIDED BY THE OWNER

- Provide one project manager to JEO.
- Coordinate with landowners to provide access to the drainage facilities and study areas.

SERVICES NOT INCLUDED

If necessary, a fee for these services can be negotiated, and added via contract amendment.

- Final plans, specifications, contract documents.
- Geotechnical evaluation and analysis.
- USACE Section 404 or 408 permitting.
- Wetland delineation.
- Water balance analysis and calculations.
- Topographic or property boundary survey.
- Subsurface tile investigation or mapping.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
CONTRACT AMENDMENT NO. 1 – SCOPE OF SERVICES
CHICHAQUA FLOODPLAIN PUMPED WETLAND FEASIBILITY EVALUATION

- Services for the drainage districts pursuant to Iowa Code 468.
- Funding assistance

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

Owner:

Engineer: JEO Consulting Group, Inc.

By: Richard Leopold

By: Jake Miriovsky

Title: Director

Title: Project Manager

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

Polk County Conservation

JEO Consulting Group, Inc.

12130 NW 128th St

1937 N Chestnut St.

Granger, IA 50109

Wahoo, NE 68066

	Date	January 11, 2023
	Item No. Roll Call No. Submitted by:	CONSENT 23-0109 Kami Rankin Deputy Director

AGENDA HEADING:

Approving the Polk County Conservation Public Art Committee's choice of original artwork on the north shore of Easter Lake Park in recognition of former Deputy Director, Doug Romig's inspirational vision of an all-inclusive outdoor space as part of the Athene North Shore Recreation Area project.

INFORMATION:

On October 5, 2022, the Polk County Conservation (PCC) Public Art Committee sent out an RFP for the design of original artwork to be located on the north shore of Easter Lake Park in recognition of Doug Romig's vision for what is now referred to as the Athene North Shore Recreation Area. Two artists submitted applications. The committee was asked to rate each piece for craftsmanship, sensory appeal, and durability within the following criteria:

Required Artwork Characteristics

- Artwork must have a theme related to universal design
- 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 a design submitted by Clint Hansen of Ankeny, Iowa.

EXHIBIT DETAILS

- The selected artist shall be paid a \$10,000 commission for their approved design, fabrication, delivery, and installation of the artwork. Polk County Conservation will not be responsible for costs, equipment, or labor necessary for the delivery and installation of the artwork above the \$10,000 commission. Lighting and power are not provided at the location. Footings and concrete pad will be provided by Polk County Conservation.
- The Public Art Committee would like to add up to an additional \$10,000 to make the piece larger in scale so it does not disappear into the landscape of the north shore.

EXHIBIT TIMELINE

- Publication Date: October 5, 2022
- Proposals Due: December 9, 2022
- Award Date: January 11, 2023
- Notification Date: January 12, 2023

- Project Start Date: January 13, 2023
- Specified Installation Date: April 1, 2024

FISCAL IMPACT:

Amount: \$10,000 – \$20,000

Source: Public Art Program bond funding allocation

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, 1-Vacant)**

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

RECOMMENDATION:

Approving the Polk County Conservation Public Art Committee's choice of original artwork on the north shore of Easter Lake Park in recognition of former Deputy Director, Doug Romig's inspirational vision of an all-inclusive outdoor space as part of the Athene North Shore Recreation Area project.



**Request for Proposal
RFP #20222**

Romig Recognition Art Piece

Prepared by
Polk County Conservation
12130 NW 128th St
Granger, IA 50109
515-323-5300

www.leadingyououtdoors.org

POLK COUNTY CONSERVATION

**REQUEST FOR PROPOSAL
RFP #20222**

Romig Recognition Art Piece

On behalf of the Polk County Conservation Board, Polk County Conservation is soliciting Proposals for the design of original artwork at the North Shore of Easter Lake in recognition of Doug Romig's work on the North Shore Project in Polk County, Iowa.

Proposals should be submitted no later than December 9, 2022 at 4:30 pm CST to Missy Smith at:

missy.smith@polkcountyiowa.gov

Proposals must be received on or before the date specified in the RFP to be considered. ****If you would like to deliver or mail your application, please reach out to Missy Smith at the email above to arrange.**

POLK COUNTY CONSERVATION

REQUEST FOR PROPOSAL RFP #20222

PART 1: RFP INFORMATION

1.1 Purpose

- A. The purpose of this Request for Proposal (RFP) is to provide an opportunity for a competitive response from Proposer's with relevant experience in projects related to the services requests in this RFP.
- B. This RFP provides detailed instructions for Proposers interested in meeting the requirements of this proposal. It contains the specifications for the services to be provided and the terms and conditions.

1.2 Pre-Bid Meeting

NA

1.3 Inquiries

All questions related to the Invitation to RFP must be submitted in writing to Missy Smith at missy.smith@polkcountyiowa.gov. In all cases, no verbal communication shall override written communication or the contents of this RFP.

1.4 Receipt of Proposals

- A. Proposals will be allowed until December 9, 2022 at 4:30 pm CST. Proposals submitted after this deadline will not be considered.
- B. Proposals must be submitted via email to missy.smith@polkcountyiowa.gov. Arrangements can be made if submission through email is not feasible.

1.5 Filing of Proposals

- A. An electronic copy of the RFP shall be submitted. The submittal shall be limited to ten (10) pages of material. The submittal shall provide a link or access to a download site for the retrieval of the submittal documents. An email with the link to the documents should be sent prior to the deadline. The submittal documents should remain available to Polk County for one (1) week after submittal. No changes are allowed to the documents after the submittal deadline. Polk County will download the information and share it with the internal review team. Arrangements can be made if submission through email is not feasible.
- B. Iowa Code requires the Proposal form to be completely filled out including acknowledgement of receipt of addendum(s). Note: enter "zero" if no addendum(s) were issued.

1.6 Official Clock

The official clock is located on Missy Smith's phone.

1.7 Delay in Receipt of Proposal

Polk County Conservation accepts no responsibility for delays in the receipt of your Proposal. The responsibility for timely Proposal delivery rests with the applicant.

1.8 Proposal Opening

Proposals will be reviewed and evaluated by Polk County Conservation Public Art Committee who will then bring a recommendation to the Polk County Conservation Board. Awards will be made at the regularly scheduled board meeting on January 11, 2023 at 5:30pm.

1.9 Rejection of Proposals

Polk County Conservation reserves the right to reject any or all Proposals in whole or in part, to waive irregularities, and to accept Proposals, which appear to be in the best interest of Polk County Conservation. Polk County Conservation will not pay for any information herein requested, nor is liable for any costs incurred by the Proposer.

1.10 Failure to Comply

Failure to supply information requested to accompany proposals may be cause for rejection of the proposal as noncompliant. Polk County Conservation reserves the right to request additional information if clarification is needed. Both the request and the response shall be in writing.

1.11 Proposal in Force

All proposals shall be firm for a period of ninety (90) days to allow the evaluation of all proposals and to make an award deemed in the best interest of Polk County Conservation.

1.12 Disclosure of Proposal Content

The laws of Iowa require that all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or trade secret. If a request is received to examine portions designated as proprietary or a trade secret, the county will notify the Proposer to permit the Proposer to defend the proprietary nature of the information.

1.13 Gratuities and Gift Law

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a county employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the County Attorney's Office. Refer to Iowa Code 68B.22

1.14 Reporting of Anticompetitive Practices

When for any reason collusion or other anti-competitive practices are suspected among any proposers or offerers, Polk County Conservation shall prepare a notice of the relevant facts, which shall be given to the Director of the Conservation Board and possible involvement of the office of the Polk County Attorney.

1.15 Award

Polk County Conservation reserves the right to not necessarily award to the respondent with the best qualifications nor the lowest cost but to the Proposer which will provide the best match to the requirements of this RFQ. Final approval is at the discretion of the Director of Polk County Conservation.

1.16 Conflict Between Terms

Polk County Conservation reserves the right to accept or reject any exception taken by the Proposer to the terms and conditions of this request for proposal.

1.17 Polk County Conservation Board Statement

The Polk County Conservation Board may show preference in purchasing goods and services from vendors who produce goods or maintain an office in Iowa. Preference may also be given to goods produced in Polk County or to vendors maintaining an office in Polk County. Further, the Polk County Conservation Board may actively solicit and seek out local vendors of goods and services and to encourage said vendors to stock and supply Iowa-made products.

1.18 Proposal Expenses

Expenses incurred in preparation of the proposal responses, conference attendance, site visits, or any other reason or function for the Proposer to respond to this RFP shall be the responsibility of the Proposer.

POLK COUNTY CONSERVATION

REQUEST FOR PROPOSAL RFP #20222

PART 2: RFP TERMS AND CONDITIONS

2.1 Changes

Changes in provisions or services to be furnished under this proposal may be made only in writing and must be approved mutually by the Proposer and Polk County Conservation.

2.2 Immunity from Liability

Every party to this proposal is hereby notified and agrees that Polk County Conservation, and any funding source for Polk County Conservation are immune from liability and suit for or from the Proposer arising from this proposal, included those involving third parties.

2.3 Taxes - State and Local

- A. The County is exempt from federal, state, and local sales and use tax on the equipment, parts supplied, or services pursuant to this contract.
- B. Iowa Code Sections 422.42(15) & (16) and 422.47(5) authorizes the approved Proposer to purchase materials incorporated solely into this project, tax free. Polk County will issue Tax Exemption Certificates to prime Proposer and authorized sub-contractors.
- C. The Tax Exempt Certificates will allow the purchase of qualifying items to be made exempt from Iowa sales tax, applicable local option tax, and school infrastructure local option sales tax. It is the prime Proposer's responsibility to keep records identifying the materials and supplies purchased and verifying they were used on this construction contract. Misuse of certificates could result in civil or criminal penalties.

2.4 Waiver of Informalities

Polk County Conservation reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Proposer.

2.5 Remedies Upon Default

In any case where the supplier has failed to deliver or has delivered nonconforming goods or services, Polk County Conservation shall provide a cure notice. If after notice, the supplier continues to be in default, Polk County Conservation may procure services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting Proposer.

2.6 Discrimination and Affirmative Action

- A. Proposers shall comply with the provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. Proposer shall have an affirmative action plan and shall provide the County with reports required to insure compliance with equal employment legislation and regulations if requested. Proposer shall insure that all authorized subcontractors comply with the provisions of this clause.
- B. A copy of the Proposer's "Affirmative Action Plan" must be made available to Polk County upon request.
- C. Polk County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of

the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2.7 Assignment

The successful proposer may not assign contractors or purchase orders to any party (including financial institutions) without written permission of Polk County Conservation.

2.8 Indemnification

The Proposer shall indemnify, defend and hold harmless Polk County, Iowa, its elected and appointed officials, directors, employees, volunteers, agents, their predecessors, successors and assigns from and against any and all liabilities, disputes, claims, demands, cause of actions, lawsuits, damages, judgments, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against the County, by reason of or resulting from any injury or damages to persons, including but not limited to any personal injury, including death; or damages to any property, including but not limited to any loss of use thereof, and economic damages claimed, caused, arising out of or in connection with the Proposer's, including Proposer's employee's, agent's, representative's or subcontractor's, acts, errors, omissions, default, breach, mismanagement or negligence, in the performance of the terms, obligations or duties imposed by the terms of this Agreement or required by law. This provision shall survive the expiration or termination of this Agreement.

2.9 The Resulting Contract(s)

- A. All parts of the Request for Proposals, the contents of the service provider's proposal response, the Pre-Bid Standard Terms and Conditions, and any clarification thereto submitted by the successful proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract document.
- B. There may be unannounced service quality evaluations during the contract period
- C. Polk County Conservation may terminate the contract resulting from this RFQ with or without cause by giving thirty (30) days written notice. The Proposer will be paid for equipment provided and services completed.

2.10 Subcontractors

Proposers shall be responsible for all acts and performance of any subcontractors or secondary suppliers that the successful vendor may engage for the completion of the terms of this proposal. A delay that results from a subcontractor's conduct, negligence, or failure to perform shall not exempt the prime Proposer from default remedies. Proposer shall be responsible for payment to all subcontractors or secondary suppliers. Proposer shall provide Lien waivers from subcontractors prior to final payment being made.

2.11 Protest Process

- A. The procuring agency must make every effort to make award recommendations in a fair, open, ethical, and transparent manner. In the event that a proposer feels that an award has been made unfairly or improperly, the Proposer has the right to protest that award within three (3) days of receiving the notification of award. If a protest has been filed before the opening of bids (pre-bid protest must be submitted at least 48 business hours prior to bid opening), the procurement administrator should not open bids prior to the resolution of the protest, unless the Procurement Office has given approval to open the bids on the basis of an emergency situation.

- B. Formal protests must be submitted in writing to the Director of Polk County Conservation. The director will meet with the staff administering the procurement and all evaluation team members and respond in writing with a formal decision which will include explanation of how the decision was derived. If the protest is approved, Polk County Conservation will notify all proposers and may issue an addendum to the original RFP, extend the due date, terminate the RFP and re-issue, eliminate any or all respondents based on a "Non-Responsive" and/or "Non- Responsible" determination, and/or change the award to a different respondent based on the findings of the protest investigation. The decision of the Director is final.

2.12 Liquidated Damages

None.

2.13 Deleted Items

Polk County Conservation reserves the right to delete parts or all of the contract items at no additional cost to the County.

2.14 Payment

Proposer will receive \$10,000 commission in two installments. The first \$5000 installment will be allocated following RPP award notification. The last \$5000 installment will be allocated upon artwork installation.

POLK COUNTY CONSERVATION

REQUEST FOR PROPOSAL RFP #20222

PART 3: PROJECT INFORMATION

3.1 Project Dates

The following dates represent the proposed project schedule. If it becomes necessary to change the schedule, all known proposers will be notified.

Publication Date:	October 5, 2022
Proposal Due:	December 9, 2022
Award Date:	January 11, 2023
Notification Date:	January 12, 2023
Project Start Date:	January 13, 2023
Specified Installation Date:	April 1, 2024

3.2 Purpose/Background

Over the last decade, Polk County Conservation has expanded public art throughout their park system. Today, park visitors can experience a myriad of art that educates, inspires, informs and arouses their curiosity about our natural world. The Polk County Conservation Public Art Committee (PCCPAC) is issuing this Request for Proposal to artists (includes artist teams) for the submission of proposals for the design, fabrication, and installation of artwork for permanent outdoor placement at the Athene North Shore Recreation Area at Easter Lake Park.

The Athene North Shore Recreation Area will be a unique amenity in Polk County. It was conceived and developed with the singular goal of creating the most universally designed, accessible park in the country. This will be a true hub of activity, bringing together people of all ages and abilities to swim, fish, boat and simply play on their own terms. This new art piece will celebrate the dedication Doug Romig had to this project.

3.3 Scope of Work

The selected artist shall be paid a \$10,000 commission for their PCCPAC approved design, fabrication, delivery, and installation of the artwork. Polk County Conservation will not be responsible for costs, equipment, or labor necessary for the delivery and installation of the artwork above the \$10,000 commission. Lighting and power are not provided at the location. Footings and concrete pad will be provided by Polk County Conservation.

Required Artwork Characteristics

- Artwork must have a theme related to universal design
- 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

3.4 Evaluation Procedures

The County will evaluate proposals based on a variety of factors but is open to experienced public artists, including sculptors or other visual art professionals, qualified in the design, implementation, and management of installation costs for public art projects.

3.5 Submission Contents

Interested firms shall respond in written form to this RFP and submit simple documentation overviewing the items below.

- **Contact Information** – Name, address, phone numbers and email.
- **Statement of Qualifications** – A statement of the firm's experience and qualifications relevant to the proposed project, including public participation experience.
- **Key Personnel**– Names of key personnel who will be assigned to the project. For these individual(s), include their respective titles, experience and periods of service with the firm.
- **Project Timeline/Availability** – A brief overview of the anticipated timeline to complete the project, including a statement on the availability of key personnel to undertake the proposed project.
- **Methodology**- A brief overview of the key steps necessary to accomplish scope (i.e. modeling, field survey, review historical data)
- **Artwork Concept** – A concept and dimensions for the artwork being proposed.
- **Prior Projects**– A brief overview of prior similar projects

3.6 Submittal Instructions

An electronic copy of the RFP shall be submitted. No changes are allowed to the documents after the submittal deadline.

Firms shall submit the RFP electronically and submissions must be received by December 9, 2022 at 4:30 pm. (CST) to be considered. Submissions received after the deadline will not be considered.

Please sign and attach to your Proposal:

**POLK COUNTY CONSERVATION
REQUEST FOR PROPOSAL
RFP #20222**

Romig Recognition Art Piece

The undersigned, an authorized representative of _____ (Provider), does hereby state that the Provider acknowledges, understands and certifies compliance with the following requirements.

A. NONCOLLUSION

This proposal or bid is genuine and not collusive or sham; that said Provider has not colluded, conspired, connived, or agreed, directly or indirectly, with any Provider or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other Provider, and that all statements in said proposal or bid are true.

B. EQUAL EMPLOYMENT AND NONDISCRIMINATION

Provider and all subcontractors shall comply with the relevant provisions of federal, state and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, sexual orientation, gender identity, national origin, creed, genetic information, disability, veteran or military service.

C. DEBARMENT

Provider shall not have been suspended or debarred from a federal project.

I further acknowledge receipt of Addenda # _____ through # _____

Name (Please Print) _____

Authorized Signature _____

Note: This Proposal Form needs to be signed by an authorized person.

Title _____ Date _____

Phone _____ Email _____

REMINDER: Form needs to be filled out COMPLETELY or is subject to rejection.



DESIGN DEVELOPMENT SITE PLAN

5/17/2022



CLINT **HANSEN**

**ROMIG RECOGNITION ART
AT EASTER LAKE**
RFP RESPONSE



CLINT HANSEN
DECEMBER 2022

POLK COUNTY CONSERVATION

RFP RESPONSE

ROMIG RECOGNITION ART PIECE AT EASTER LAKE RFP #20222

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Key Personnel	5
Project Timeline/Availability	5
Methodology - Artwork Concept	5
Prior Projects	6

December, 2022

Missy Smith

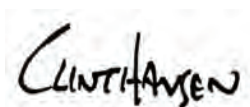
Polk County Conservation
12130 NW 128th St., Granger, IA 50109
missy.smith@polkcountyiowa.gov

Dear **Polk County Conservation Public Art Committee**,

Thank you for the opportunity to submit a response to the Polk County Conservation Romig Recognition Art Piece at Easter Lake RFQ. The project that Doug Romig worked for is significant in that it allows those who might otherwise find it difficult to enjoy Easter Lake fully access the environment. I am envisioning art that visually communicates and celebrates freedom from obstacles. As this project includes and invites those physically challenged to experience Easter Lake, it will break the chains of the barriers and become a beacon of light to the community.

Thank you for your time and consideration.

Sincerely,



Clint Hansen, Artist
14301 Plum Drive, Urbandale, Iowa 50323
515.380.4737
clint@clinhansen.com





CLINT HANSEN

VISUAL COMMUNICATOR

Clint Hansen is an Iowa native and fifth generation artist creating one-of-a-kind works of art for gallery, commercial and public settings. His award-winning work is represented in private, corporate and governmental collections.

- 3 public art sculptures in Des Moines Metro
- Oil portrait hanging in U.S. Capitol, Permanent Collection
- 3 large scale mosaic murals in Iowa State University Permanent Collection
- 2 Coins for U.S. Mint & Olympic Committee
- 30+ years freelance artist working with Fortune 500 companies
- BFA (Cum Laude) Iowa State Univ, 1987

Artist Statement

The truth of a story lies in the details. As an artist for over 30 years, working through the composition of a visual narrative has never failed to thrill me. Nothing is better than the textures, colors, and shapes of a piece coming together to communicate a powerful message.

I get lost in the work. I love what I do.

I am the official portrait artist for the Washington Huskies Hall of Fame and have worked with some of the best creatives in the country.

Partial Client List

(2) U.S. Mint coin designs for the U.S. Olympic Committee, Smithsonian Institute, Frank Lloyd Wright Foundation, Chicago Bears, Iowa State University, Disney, NBA, World Food Prize, Danish Immigrant Museum, North Carolina Museum of History, John Deere Financial, Washington Huskies Hall of Fame, IBM, National Historic Trails Museum, Coca-Cola, Anheuser-Busch, Audi, Ford Motor Company, Banana Republic, McDonald's, Arby's, Cracker Barrel, Old Spice, Capital One, Iowa Air National Guard, Reader's Digest, Kodak, NAPA, Wood Magazine, Procter & Gamble, Zebco, Energizer Batteries, John Deere, Harley Davidson, Union Pacific Museum, Kellogg's.



ARTISTIC REFERENCES

Lynette L. Pohlman

Director and Chief Curator
University Museums, ISU
290 Scheman Building
1805 Center Dr, Ames, IA 50011-1059
515.294.6966
lpohlman@iastate.edu

*Head of projects for 3 large
commissions on ISU Campus*

Dr. Jodi Sterle, Ph.D.

Dept. of Animal Science, ISU
119 Kildee Hall, Ames, IA 50011
515.294.7997
jsterle@iastate.edu

*Commissioning committee
member, Hansen Pavillion Murals*

Allison Ullestad

Arts, Culture, and Enrichment Supervisor
City of West Des Moines
515-222-3455

*Commissioning committee
member, City of West Des Moines*

“Clint is not only an extremely talented artist, his heart and soul are in every piece he creates. He has the innate ability to LISTEN to others' ideas, determine what is important, and bring it to life through his creations. His public art brings color, beauty and MEANING to an otherwise empty space, creating a legacy that will remain for decades.”

JODI STERLE, Ph.D. Harman Endowed Professor
Department of Animal Science Iowa State University

“I am honored to have worked with Clint Hansen, a very talented and dedicated artist. We worked with Clint on my husband's official portrait for the Budget Committee of the U.S. House of Representatives. Clint listened closely to us for our vision for the piece and consulted with us several times along the way. He was extremely professional, a dream to work with and ridiculously talented.”

KAREN NUSSLE, CEO,
Ripple Communications
Wife of former U.S. Representative Jim Nussle (IA-01)

“I can't imagine a more seamless process than working with Clint Hansen on the Iowa State Traditions mural for the ISU Alumni Center. Clint's vision was creative and insightful, yet he never made our committee feel like we were intruding on his creative process when we suggested changes. The finished product speaks for itself -- I think it's one of the most outstanding works of art on a campus that's nationally known for its public art.”

CAROLE GIESEKE, Chief Communications Officer,
Iowa State University Alumni Association

“Simply stated, Clint Hansen is a gifted artist. His greatest gift is his ability to listen, discern, and deliver the art piece's intent. The mural he created for the Iowa State University Alumni Center has simply surpassed all of our expectations.”

JEFFERY JOHNSON, President,
Iowa State University Alumni Association



KEY PERSONNEL

Clint Hansen will be the designer and sculptor of the art.

PROJECT TIMELINE/AVAILABILITY

The project will be completed and approved by the Polk County Conservation Public Art Committee before the installation date of April 1, 2024.

METHODOLOGY/ ARTWORK CONCEPT

The Romig Recognition sculpture will honor and celebrate the vision and work of Doug Romig on the Easter Lake North Shore Project. The low maintenance art will be formed from welded stainless steel chain (each link securely hand welded to the next) that will create the shape a lighthouse stripe. At the top of the structure is a solar LED beacon with a Fresnel lens, modeled after the US Coast Guard lights for buoys in the ocean. The beacon is housed in a welded stainless steel enclosure.

As the chains wrap around to the top of the lighthouse base, they appear to begin breaking apart, loosening their restrictive hold and allowing the beacon to shine.

I am envisioning art that visually communicates and celebrates freedom from obstacles. As this project includes and invites those physically challenged to experience Easter Lake, it will break chains of the barriers and become a beacon of light to the community.



PRIOR PROJECTS



WEST DES MOINES IOWA BARN SCULPTURE

8' Aluminum, Copper & Acrylic
\$8,500
Completed 2022 ahead of schedule

Awarded People's Choice award
and purchased by the City of
West Des Moines, Iowa.
Stained glass style walls
supported by a welded
steel armature.

DOUGLAS OVERPASS WEST SCULPTURE

15' Pal Tiya Sculpture
\$40,000
Completed 2020 ahead of schedule

Awarded commission by the City of
Urbandale, Iowa. Welded steel armature
inside shell of Pal Tiya Premium, a stronger
than cement, frost proof sculpting material.
Mounted to limestone block.



Please sign and attach to your Proposal:

**POLK COUNTY CONSERVATION
REQUEST FOR PROPOSAL
RFP #20222**

Romig Recognition Art Piece

The undersigned, an authorized representative of Clint Hansen (Provider), does hereby state that the Provider acknowledges, understands and certifies compliance with the following requirements.

A. NONCOLLUSION

This proposal or bid is genuine and not collusive or sham; that said Provider has not colluded, conspired, connived, or agreed, directly or indirectly, with any Provider or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other Provider, and that all statements in said proposal or bid are true.

B. EQUAL EMPLOYMENT AND NONDISCRIMINATION

Provider and all subcontractors shall comply with the relevant provisions of federal, state and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, sexual orientation, gender identity, national origin, creed, genetic information, disability, veteran or military service.

C. DEBARMENT

Provider shall not have been suspended or debarred from a federal project.

I further acknowledge receipt of Addenda # A through # C

Name (Please Print) Clint Hansen

Authorized Signature *Clint Hansen*

Note: This Proposal Form needs to be signed by an authorized person.

Title Owner Date 12-06-2022

Phone 515-380-4737 Email clint@clinhansen.com

REMINDER: Form needs to be filled out COMPLETELY or is subject to rejection.

	Date	January 11, 2023
	Item No. Roll Call No. Submitted by:	CONSENT 23-0110 Kami Rankin Deputy Director

AGENDA HEADING:

Approving the Polk County Conservation Public Art Committee's recommendation for the 2023 Rotating Sculpture Program at Jester Park called "Long Distance".

INFORMATION:

On October 31, 2022, 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. Eight applications were received from five artists. 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 "Long Distance", by Nathan Pierce of Cape Girardeau, Missouri. Dimensions: H: 11' W: 4' D: 8' Weight: 300 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, the artist must also carry standard liability insurance coverage. The 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.

EXHIBIT TIMELINE

- | | |
|---|-------------------|
| • Call for Artists issued | October 31, 2022 |
| • Artwork applications due | November 28, 2022 |
| • Selection panel deliberation and recommendation | December, 2022 |
| • Notification of selection to artist | January 12, 2023 |
| • Delivery and installation of artwork | April 15-30, 2023 |
| • Removal of artwork | April 1-14, 2024 |

FISCAL IMPACT:

Amount: \$2,000

Source: Public Art Program bond funding allocation

PREVIOUS BOARD ACTION(S):

Date: February 9, 2022

Roll Call: 22-0213 **(5-Yea)**

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

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, 1-Vacant)**

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

RECOMMENDATION:

Approving the Polk County Conservation Public Art Committee's recommendation for the 2023 Rotating Sculpture Program at Jester Park called "Long Distance".

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 behind a landscaped area featuring a pond with large rocks and a wooden walkway. The sky is blue with scattered clouds.

Jester Park Nature Center

**2023 PRAIRIE
SCULPTURE TRAIL
ROTATING ART
EXHIBITION**

Application Finalists



CIRCLE OF TRUST

Hilde DeBruyne
Cumming, Iowa

Sculpture Concept & Description: Contemporary sculpture in metal, consisting of a ... (this was cut off on her application)

Dimensions: H: 6.5' W: 3.5' D: 20" Weight: 250 lbs

Material: Painted Steel

Secures to 4' x 4' base plate: Piece will be bolted into the base plate.

Value of Art Work: \$18,000

Available for sale?: Yes

Bio: Born in Belgium to a family of artists, Hilde DeBruyne possesses the innate ability to transform clay and metal into organic, timeless works of art. The daughter of sculptor Paul DeBruyne, her childhood home was a museum of artifacts spanning the globe from African masks to remnants of Gothic cathedrals. And so developed a love for meaningful and beautiful things. She studied Art History and Archeology at the University of Ghent. It became her passion.

Her rather abstract organic work reflects nature and the authenticity of the cycle of life. Her artwork has been in public and private collections and international exhibits.



EVERYTHING

Nathan Pierce

Cape Girardeau, Missouri

Sculpture Concept & Description: The geometric rock form encapsulates the surrounding environment with in the cage form of the piece. asking the viewer to examine their surroundings

Dimensions: H: 11' W: 3' D: 42" Weight: 300 lbs

Material: Steel

Secures to 4' x 4' base plate: Bolted with 1/2" bolts

Value of Art Work: \$12,000

Available for sale?: Yes

Bio:

Pierce was brought up in the midwest where his father, a third-generation stone mason, taught him the value of craftsmanship. From this experience grew an appreciation for the working man, as well as a passion for building things with his hands.

Nathan's sculptures reflect not only his personal interest in architectural forms, but also a belief that communication plays a fundamental role in our perceptions of the world we live in. His work has always dealt with the conflicts of confinement and freedom and exploring catalyst between the two: building or destroying communication. "The material I use and the process of my work is directly influenced by experience. Inspired by his many years in the construction business, the idea to create sculpture from those same materials seemed natural and permanent. The decision to utilize the benefits of structural steel in my work also comes from being inspired by the fabrication process. "I enjoy the dedication and commitment that is required with this material, it helps build character".

The relationship that these pieces have with the natural environment communicate to the viewer. It is this connection that helps activate our imagination and helps us see the world differently. Nathans work has been displayed extensively in public outdoor sculpture programs across the Midwest, including, The Chicago Sculpture Exhibit, SPACES Sculpture Invitational in Huntsville Alabama, and was the recipient of the Lewis C Weinberg Award at Skokie North Shore Sculpture Park. His monumental sculptures have been commissioned for permanent collections by the city of Bentonville Arkansas, the Paradise Palms & Sculpture Garden of West Delray Beach Florida, and the City of Decatur Georgia.



LONG DISTANCE

Nathan Pierce

Cape Girardeau, Missouri

Sculpture Concept & Description: This abstraction is an interactive sculpture! The viewer can rotate the top, and aim it in the direction they want to send a signal. Using your imagination this sculpture can send signals across the universe

Dimensions: H: 11' W: 4' D: 8' Weight: 300 lbs

Material: Painted Steel

Secures to 4' x 4' base plate: Bolted with 1/2" bolts

Value of Art Work: \$12,000

Available for sale?: Yes

Bio: Included with Everything submission



MORPHED

Zach Bowman
Ankeny, Iowa

Sculpture Concept & Description: This sculpture is part of a series I've been working on that embraces some of Iowa's best qualities. It's important to find something you're passionate about in life. Growing up in rural Iowa, I am passionate about where I was raised and where I continue to live. This sculpture is my way of expressing that passion.

Due to the process used to cut out the metal, it has the appearance of being very delicate and even lace-like. This pattern represents the idea of Iowa being the central hub for food resources, growth, and innovation. There is an interconnected network of what looks like roots, rivers, or even branches.

Dimensions: H:12' W: 13' D: 6' Weight: 400 lbs

Material: Mild Steel

Secures to 4' x 4' base plate: Four 3/8 in bolts

Value of Art Work: \$9,900

Available for sale?: Yes

Bio:

I love making things. Before attending college I worked in the construction field. When orientation day came I was undecided as to which major to pursue. I, of course, was thinking about construction management. My advisor that day was a professor in the department of art. I told him what I liked doing and he said, "sounds like you would be a good candidate for sculpture." I showed up and never left. I want my sculptures to be personable and relatable. Above all they need to be well crafted and visually appealing.





HEARTBEAT OF THE HEARTLAND II

Zach Bowman
Ankeny, Iowa

Sculpture Concept & Description: It's important to find something your passionate about in life. Growing up in rural Iowa, I am passionate about where I was raised and where I continue to live. This sculpture is my way of expressing that passion.

"Heartbeat of the Heartland II" is a stainless steel form in the shape of a seed pod. Due to the process used to cut out the metal, it has the appearance of being very delicate and even lace-like. This pattern represents the idea of Iowa being the central hub for food resources. There is an interconnected network of what looks like roots, rivers, or even branches. Rusted, mild steel, round tubing with the same interlaced quality elevates the pod ten feet in the air.

Dimensions: H:10' W: 6' D: 7' Weight: ?

Material: Stainless and Mild Steel

Secures to 4' x 4' base plate: Four 3/8 in bolts

Value of Art Work: \$6,500

Available for sale?: Yes

Bio: Included in Morphed submission



IOWA

Zach Bowman
Ankeny, Iowa

Sculpture Concept & Description: *Iowa* is the second piece of a series.

The first sculpture was a historically significant piece for the town of Coon Rapids Iowa (which they own). I used the same inspiration to make *Iowa*. The goal was to make a sculpture that represents Iowa but not with corn, soy beans and livestock. With the information gathered I took the dome shape (from the state capitol), cut it in half, fit them together so it would give the piece balance. Next I added the long wings which represents the blades of a wind turbine. I chose to add Cedar to the piece for a contrast in texture and color. It's also a natural material so it gives the piece a more earthy feel (Iowa). Last, because manufacturing is the largest sector of Iowa's economy I mimicked shingling on the interior of the dome to represent not only an architectural element but to portray the assembling/construction of an object, much like manufacturing.

Dimensions: H:6' W: 4' D: 7' Weight: ?

Material: Mild Steel, Gun Bluing, and Cedar Shingles

Secures to 4' x 4' base plate: Four 3/8 in bolts

Value of Art Work: \$9,900

Available for sale?: Yes

Bio: Included in Morphed submission



OAK TREE

Pam Dennis and Ryk Weiss
Ogden, Iowa

Sculpture Concept & Description: We create 3D mixed media murals inspired from the natural Iowa landscape. The "Oak Tree" depicts a solitary ancient oak rising up in a small patch of prairie grasses clinging to the corner of a rolling field. We leave the background transparent in order for the surrounding site's landscape to integrate as part of the mural.

Dimensions: H: 72" W: 8.5' D: 4" Weight: 150 lbs

Material: High Fired Clay, Steel, Aluminum, Paint

Secures to 4' x 4' base plate: Piece will be bolted into the base plate.

Value of Art Work: \$6,500

Available for sale?: Yes

Bio: Our career has been a balance of two paths- making individual artworks, and interaction with the public through teaching and collaborative works.

We began decades ago using indigenous willow to build furniture and baskets, which led to feature articles in Better Homes and Gardens as well as many commissioned works for their photo shoots. This folk art quickly moved forward from functional to fine art wall pieces combining willow, pitfired or raku clay, and copper. We marketed these at high end art festivals across the country for 25 years, winning many awards.

In addition to the numerous workshops we have taught, Pam has been on the Iowa Arts Council Artists in the Schools roster for 20+ years. In recent years, Ryk has joined her in conducting 6-8 school residencies per year which culminate in a permanent work for each community. The last 10 years has seen us grow into large installation projects, starting with "Vision Sculpture Park" for the Blanden Museum (2006), a set of six willow horses and riders based on the work of Marino Marini, an Italian sculptor whose art is featured at the museum. Many of these larger projects feature public collaboration in the creation of components for the project, as well as participation in the assembly.



THE FALL

Victoria Reed
Maynard, Iowa

Sculpture Concept & Description: This piece was built at the Kohler Iron Works Foundry in Wisconsin during my stay as a visiting artist

Dimensions: H: 5.5' W: 2' D: 1.5" Weight: 500 lbs

Material: Cast Iron

Secures to 4' x 4' base plate: 1/2 in. bolts in base plate

Value of Art Work: \$20,000

Available for sale?: Yes

Bio: Victoria Reed, or Mrs. Yancey Boss, was born in Grinnell, Iowa in 1978.

She knew she was an artist since before she can remember, practicing daily she filled her drawing books with day dreams. She was 27 when she began her degree work at the University of Northern Iowa, where she first learned to use power tools, and was introduced to metal work. Her day dreams could now stand off the page, and compelled by this she developed a style of sculpting all her own. She worked professionally as a freelance sculptor while earning her degree, and showed both in group and solo gallery exhibitions nationally, as well. Victoria earned three back to back full ride scholarships, focusing on large scale metal fabrication, mixed media "junk" sculpture, and printmaking. She was awarded the Conspicuous Achievement Medal for art upon graduation. In 2013, Victoria was offered a full tuition waiver to attend the University of Wisconsin, in Madison, graduating in 2016 with her MFA. Immediately after, she accepted an offer to visit the Kohler Iron Works as an artist in residence, fleshing out her hands-on work in metal casting. She currently works from her home in Maynard, Iowa as a professional freelance sculptor.

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

Entry Name	Artist Name	Craftmanship /Durability (5)	Sensory Appeal (5)	Desirable Criteria Met (5)	TOTAL (15)
Circle of Trust	Hilde DeBruyne				
Everything	Nathan Pierce				
Long Distance	Nathan Pierce				
Morphed	Zach Bowman				
Heartbeat of the Heartland II	Zach Bowman				
Iowa	Zach Bowman				
Oak Tree	Pam Dennis & Ryk Weiss				
The Fall	Victoria Reed				



Rotating Public Art Exhibition 2023 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
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- Artwork that is whimsical, uplifting, and creative
- Artwork inspires curiosity about our natural world

2023 EXHIBIT TIMELINE

- | | |
|---|-------------------|
| • Call for Artists issued | October 31, 2022 |
| • Artwork applications due | November 28, 2022 |
| • Selection panel deliberation and recommendation | December, 2022 |
| • Notification of selection to artist | January 12, 2023 |
| • Delivery and installation of artwork | April 15-30, 2023 |
| • Removal of artwork | April 1-14, 2024 |

ONLINE APPLICATIONS ONLY. APPLY AT: <https://bit.ly/3zKv6mX>

Applications due by 4:30 pm on November 28, 2022.

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

**Date**

January 11, 2023

Agenda Item No. CONSENT**Roll Call No. 23-0111****Submitted by: Cassie Cook
Conservation Ecologist****AGENDA HEADING:**

Accepting the highest bids for Chichaqua Bottoms Greenbelt crop ground rental for the 2023 cropping season and authorizing the Chair, or their designee, to sign the leases.

INFORMATION:

There are ten areas available for crop leases for the 2023 season at Chichaqua Bottoms (see attached map). All previous leases have either terminated or the current tenants have declined further extensions. Cropping will be used on these areas to manage weed growth and generate revenue until restoration activities commence. Leases will be for a single cropping year with the possibility for yearly extensions to maintain flexibility in operations. Staff prepared documents and requested bids from the public.

Acreage available at the individual sites as follows:

- Chichaqua Bottoms Greenbelt 331.9 ac.

A bid summary has been included in this packet.

FISCAL IMPACT:

Revenue from all parcels will be retained by Polk County Conservation

Area	Revenue Generating Acreage
CBG – Fields 1-6	86.81 ac. x \$250/ac. = \$21,702.50
CBG – Field 7	73.3 ac. x \$290/ac. = \$21,257.00
CBG – Field 8	25 ac. x \$365/ac. = \$9,125.00
CBG – Field 9	118.37 ac. x \$310/ac. = \$36,694.70
CBG – Field 10	28.42 ac. x \$300/ac. = \$8,526.00
TOTAL	\$97,305.20

PREVIOUS BOARD ACTION:

Date: February 9, 2021

Roll Call: 21-0209 **(5-Yea)**

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

Date: April 8, 2020

Roll Call: 20-0408 **(4-Yea, 1-Absent)**

Action: Accepting the high bids for Chichaqua Bottoms Greenbelt, Eagle Roost and Trails End Wildlife Area crop ground rental for the 2020 cropping season and authorize the Chair, or their designee to sign lease(s).

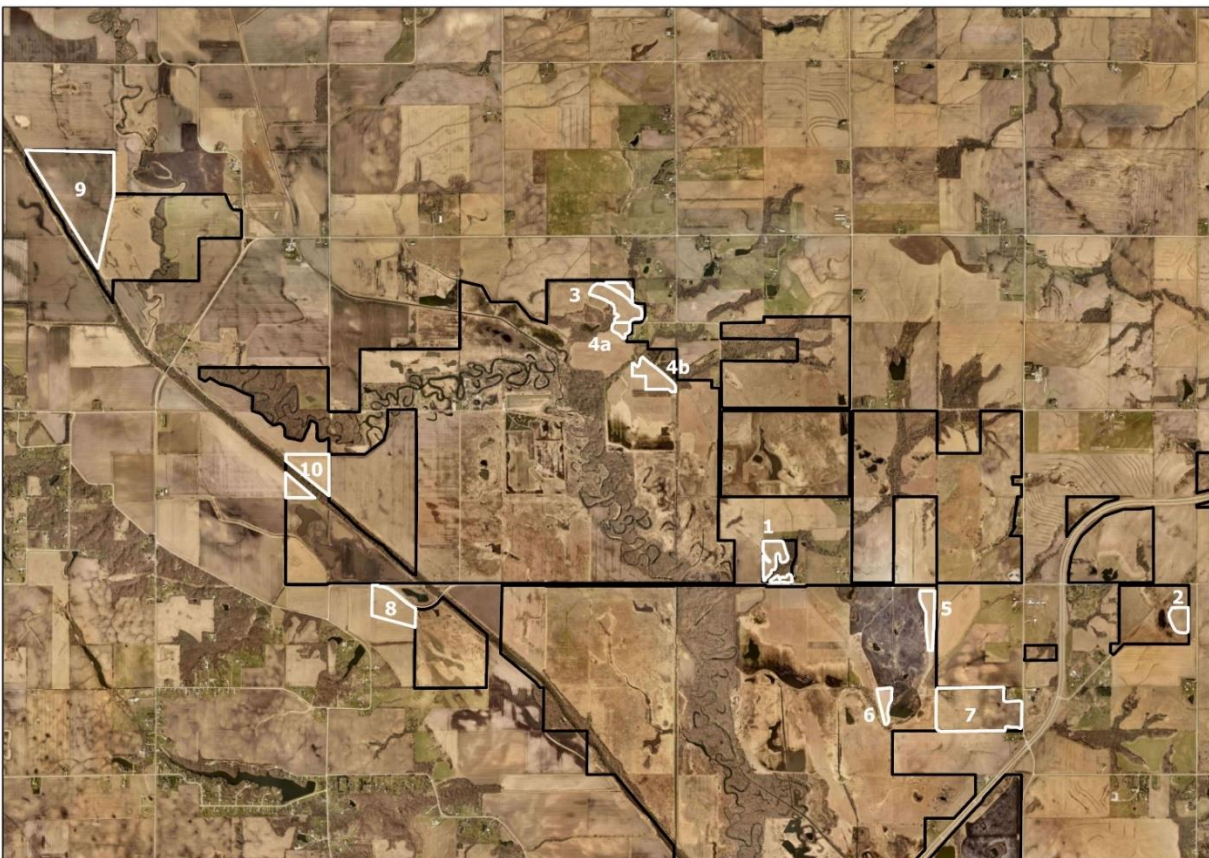
RECOMMENDATION:

Accepting the highest bids for Chichaqua Bottoms Greenbelt crop ground rental for the 2023 cropping season and authorize the Board Chair, or their designee to sign the leases.

Bid Summary (high bids are highlighted in yellow)

Field	NRCS Tract	Area	Carver	Moeckly	Jensen	Lisk
1	9978	16	\$ 105.00	\$ 250.00		\$ 240.00
2	2430	9.2	\$ 105.00	\$ 250.00		\$ 240.00
3	8875	24	\$ 208.00	\$ 250.00		\$ 240.00
4a & 4b	8828	19.9	\$ 210.00	\$ 250.00		\$ 240.00
5	2423	11.21	\$ 175.00	\$ 250.00		\$ 240.00
6	2181	6.5	\$ 175.00	\$ 250.00		\$ 240.00
7	11472	73.3	\$ 175.00	\$ 265.00		\$ 290.00
8	1869	25	\$ 215.00	\$ 280.00	\$ 365.00	\$ 290.00
9	1584	118.37	\$ 220.00	\$ 270.00		\$ 310.00
10	1585, 10578	28.42	\$ 222.00	\$ 300.00		\$ 290.00

CBG Crop Lease Fields



**Date**

January 11, 2023

Item No.**CONSENT****Roll Call No.****23-0112****Submitted by:****Cassandra Cook
Conservation Ecologist****AGENDA HEADING:**

Awarding lowest contractor bid for hazard tree removals in Polk County Conservation parks to Xtreme Tree in a contract amount of \$61,823, plus a 10% contingency.

INFORMATION:

Polk County Conservation (PCC) contracted out hazardous ash tree removals resulting from emerald ash borer infestations in all of its parks in 2022. These removals were deemed essential to park user safety and have reduced the number of potential hazards within our parks. Since that project was completed, additional diseased ash have been identified that now pose similar danger to the public. This scope of work includes removal of 135 ash and other hazard trees identified by PCC staff, stump grinding, and soil grading. Trees to be removed are located within or adjacent to maintained areas of high recreational use in each park.

Eight bids were received and opened on December 22, 2022. The lowest responsible bidder was Xtreme Tree with a bid of \$61,823. Upon approval, staff will issue a Notice to Proceed to the awarded contractor.

Bid Results:

Company	Bid
Xtreme Tree	\$61,823
Maple Valley Tree Service	\$66,000
RW Excavating	\$85,135
Custom Tree Care	\$116,550
J.C.'s Tree Service	\$129,900
Green Tree Care	\$171,900
Shep's Outdoor Services	\$186,200
J. Pettiecord	\$198,150

FISCAL IMPACT:Amount:

\$61,823

Contract Amount

\$6,182.30

10% Contingency

\$68,005.30**Not to Exceed**Funding Source:

Polk County Water and Land Legacy Bond Funding-
Natural Resources Allocation

PREVIOUS BOARD ACTION(S):Date:

February 9, 2022

Roll Call: 22-0218 **(5-Yea)**

Action: 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.

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 Xtreme Tree in a contract amount of \$61,823, plus a 10% contingency, and authorizing the Director or their designee to sign the contract.

	Date	January 11, 2023
	Item No. Roll Call No. Submitted by:	ACTION 23-0113 Adam Fendrick Park Planner

AGENDA HEADING

Approving the Professional Service Agreement with Bolton & Menk for design/engineering services for the Lauridsen Skatepark Parking Lot in the contract amount of \$135,000.

INFORMATION:

The City of Des Moines approached Polk County Conservation with their plan to expand Central Place Levee Trail north from the Lauridsen Skatepark towards Prospect Park. Their plan calls to remove West River Drive (the current road that accesses the skatepark turn around). Polk County Conservation and the City of Des Moines are working on an agreement to shift the Riverwalk Dog Park further north to open up space for Conservation to construct a new parking lot to serve the Lauridsen Skatepark. This City has agreed to transfer approx. 1.4 acres of land to Polk County and Conservation has agreed to cover the costs to expand the dog park by approx. 1.4 acres to the north. See *Attachment A*. Currently, this 28E Agreement is being reviewed and is anticipated to be brought to the February Board meeting for the Conservation Board's approval.

This Professional Service Agreement will develop the plans and specifications to construct a 115 +/- stall parking lot that is estimated to cost \$2.1M. The proposed parking lot will accommodate daily parking needs for the skatepark users and serve as the staging area for special events such as the Dew Tour. Bolton & Menk was selected to be the design consultant because they are also the design consultant for the City's recreational trail project which provides value savings in developing both projects in conjunction with each other.

FISCAL IMPACT:

Amount: \$135,000.00
Funding Source: 2023 Board of Supervisors Decision Package or any shortfall of funding will be from 2022 Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S): NA

Date:
Roll Call:
Action:

RECOMMENDATION:

Approving the Professional Service Agreement with Bolton & Menk for design/engineering services for the Lauridsen Skatepark Parking Lot in the contract amount of \$135,000 and authorizing the Board Chair or his designee to sign said agreement.

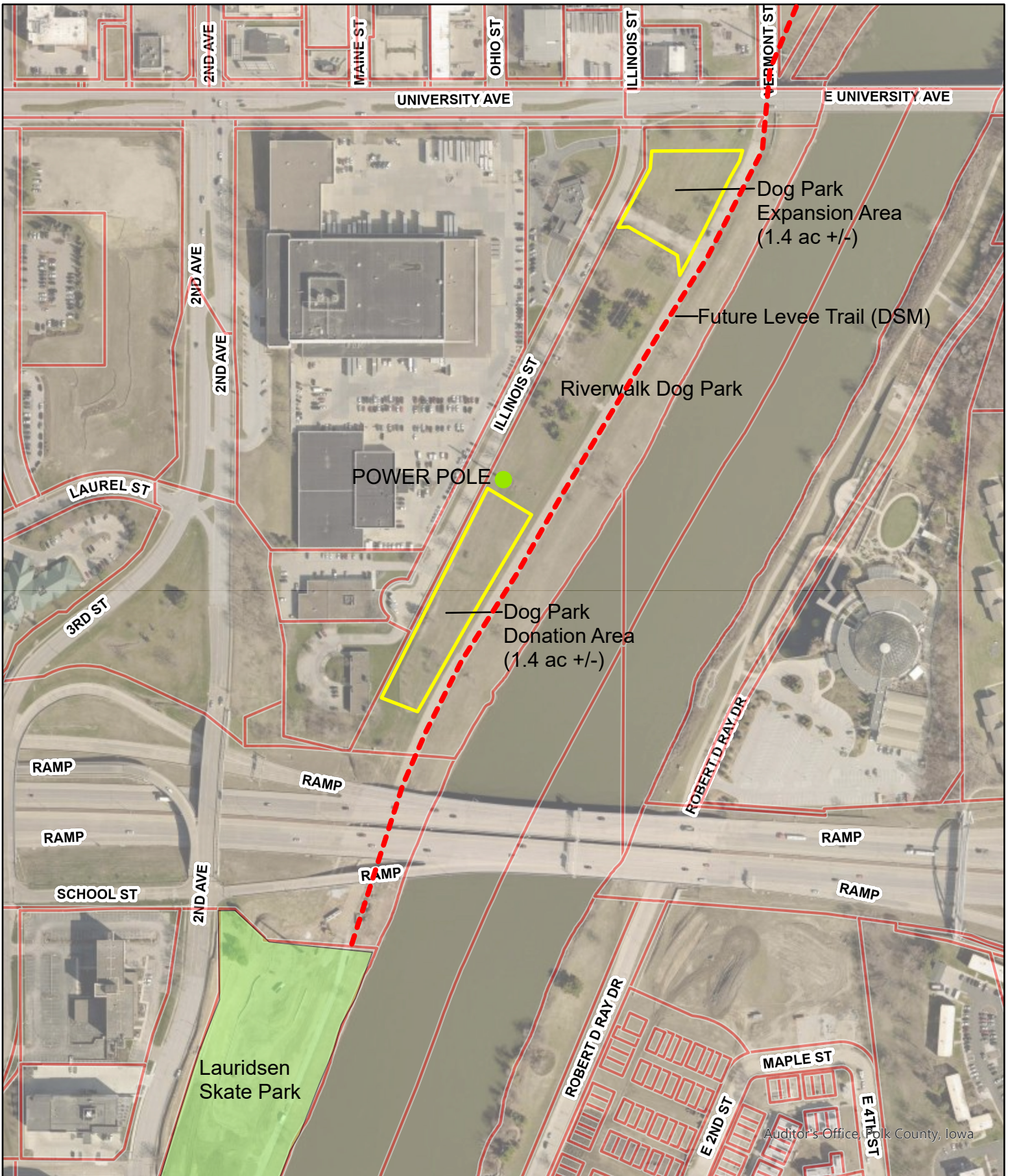


EXHIBIT A Riverwalk Dog Park





Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

December 14, 2022

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

RE: Lauridsen Skatepark Parking Lot
Des Moines, IA
Polk County Conservation

Dear Mr. Fendrick:

Bolton & Menk, Inc. is pleased to present a proposal to perform Professional Services for the proposed Lauridsen Skatepark Parking Lot.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations.

If you have any questions or comments, please contact me at 515-233-6100 Ext. 4175 or email at jessica.fisher@bolton-menk.com.

Sincerely,
BOLTON & MENK, INC.

Jessica M.B. Fisher, P.E.
Project Manager

Attachments: Agreement for Professional Services (10 pages)
Exhibit A - Scope of Services (6 pages)
Exhibit B - Schedule of Fees (1 page)

AGREEMENT FOR PROFESSIONAL SERVICES

LAURIDSEN SKATEPARK PARKING LOT

POLK COUNTY CONSERVATION and BOLTON & MENK, INC.

This Agreement, made this 14th day of December, 2022, by and between Polk County Conservation, 12130 NW 128th ST, Granger, IA 50109, ("CLIENT"), and BOLTON & MENK, INC., 430 Grand Ave #101, Des Moines, IA 50309, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with Lauridsen Skate Park ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed \$130,000 without the prior consent of CLIENT.
2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed Fee on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
3. The attached Schedule of Fees shall apply for services provided through December 31, 2023. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the fees rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the

CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A.

7. The total fees identified in Paragraph 3.A.1 include fees for the CONSULTANT'S Electrical subconsultant, Bluestone Engineering. CONSULTANT shall be entitled for reimbursement of cost plus an overhead fee (not-to-exceed 10%) for these subconsultant Direct Expenses.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT or its duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to

address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that

costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by

CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
 - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

1. For Cause: This Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice

and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.

- b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: _____

Signature

Printed Name

Date

Address for giving notice:

CLIENT's Representative with authority for
ordering engineering services and transmitting
instructions:

CONSULTANT: Bolton & Menk, Inc.



Signature

Matthew Ferrier, PE

Printed Name

11/21/2022

Date

Address for giving notice:

430 E Grand Ave, Suite 101

Des Moines, IA 50309

Attachments:

Exhibit A Basic Services (scope and deliverable documents)

Exhibit B Schedule of Fees (hourly rates table)

(Remainder of this page intentionally left blank)

EXHIBIT A

CONSULTANT'S SERVICES

LAURIDSEN SKATEPARK PARKING LOT

POLK COUNTY CONSERVATION

December 14th, 2022

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide Civil Engineering and Survey services required for the Lauridsen Skatepark Parking Lot project as proposed by Polk County Conservation. The project will consist of assistance with the development of the Parking Lot site plan and Water Quality Initiative Urban Conservation Projects Grant Application.

The basic services anticipated as part of this Agreement include topographic and boundary survey, site plan, storm water management design, and bidding phase services.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

TASK 1 - TOPOGRAPHIC & BOUNDARY SURVEY::

Subtask 1.1: Boundary Survey

Description: Bolton & Menk will complete a boundary survey of the proposed property including the following items:

- Establish the boundary of the property based on the legal description provided by the client.
- Survey markers will be found and verified or placed on the exterior boundary of the site.
- File Government Section Corner Certificates on all the required corners with the County Recorder.
- Survey map will detail the evaluated evidence and results of the survey; survey map will also display any other potential encroachments to/from the property that were physically observed.
- Establish existing right-of-way limits based on the field monumentation, observed prescriptive easement limits, and title reports provided by the County.
- If it is determined additional right-of-way or easements are required, we will work with the property owners to develop a plan for parcel acquisitions. The acquisition survey work would be considered an extra service and be billed accordingly.
- Plat of survey to establish new parcel for proposed parking lot.

Deliverables

- Certified boundary survey drawing will be submitted in an electronic (Civil3D2023file) and hard copy format.
- Plat of survey filed with the County.

Subtask 1.2: Topographic Survey

Description: Bolton & Menk will provide up to 16 hours of topographic survey of the proposed property to supplement the survey provided by the City of Des Moines including the following items:

- Verify horizontal and vertical survey control, based on City of Des Moines coordinate system.

- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts.
- Types and locations of surfaces (gravel, concrete, bituminous).
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways.
- Street signs, fences, retaining walls, landscaping and any other permanent site features.
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map.
 - Trees with diameters under 6 inches will be located, but the diameter will not be included
 - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines).
- Utility Information.
- Place an Iowa One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown.
 - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Iowa One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy.
- Storm Sewer, Watermain and Sanitary Sewer.
 - Marked and/or visible structures and service lines
 - Intakes and Manholes
 - Hydrants
 - Water valves and curb stops
 - Structure inventories
 - Rim elevations
 - Pipe sizes
 - Pipe inverts and direction of flow
 - Natural Gas, Communication (Phone/Cable) and Electric
 - Meters, transformers, and pedestals
 - Marked and/or visible service lines
- Any other significant topographic features visible to survey crew

Deliverables

- Certified topographic survey drawing will be submitted in an electronic (Civil3D2023file) and hard copy format. The CAD file will include a surface model (XML file) and contours of the existing ground.

Subtask 1.3: Geotechnical Site Investigation

Description: Bolton & Menk will coordinate a Geotechnical subconsultant to obtain existing pavement cores and one site sample analysis for use in pavement reclamation and design and biocell design, which will include:

- Coordination of Geotechnical Subconsultant, Construction Materials Testing (CMT), for Drilling: Bolton & Menk will provide the Geotechnical Subconsultant with coordinates for the locations of borings before the drilling work and will coordinate with the Geotechnical Subconsultant during

drilling regarding adjustments to the boring locations and sampling procedures so that the completed work provides sufficient geotechnical data for use by Bolton & Menk.

- Development of Soil Design Parameters. The Geotechnical Subconsultant will develop soil design parameters for use in numerical analyses.
- Preparation of Geotechnical Report. The Geotechnical Subconsultant will prepare a draft geotechnical report summarizing results of field exploration and laboratory testing programs, boring logs, lab test data, subgrade evaluations, pavement section design and soil infiltration rates. This task will include effort to incorporate geotechnical analysis and recommendations into pavement, drainage, and stormwater management design elements
- Geotechnical Analyses for pavement. The Geotechnical Subconsultant will perform geotechnical analyses for evaluation of the following considerations:
 - Evaluation of required HMA or PCC pavement thickness and subgrade stabilization alternatives as needed.
 - Determination of infiltration rate for design of stormwater infiltration features based on guidance from the Iowa Storm Water Management Manual.

Deliverables

- Copy of the final Geotechnical Investigation Report as provided by the Geotechnical subconsultant.

TASK 2 – SITE PLAN:

Subtask 2.1: Conceptual Layouts

Description: Bolton and Menk will work with Polk County Conservation to finalize the layout for the proposed parking lot. The concept designs will be completed according to City of Des Moines requirements including the following items:

- Up to 3 Concept layouts for entire site, including:
 - Public street layouts
 - Trail and sidewalk locations
 - Preliminary Public utility layouts
 - Preliminary Storm Water Management layout

Subtask 2.2: Site Plan

Description: Bolton and Menk will develop the required site plan for the proposed development. This task will include day-to-day communication with the Client, the City of Des Moines, and other potentially affected interests. This task will include the following items:

- Bolton & Menk will provide a preliminary layout and design for the owner to review and approve prior to full design based on the conceptual layouts.
- Upon a chosen concept layout Bolton & Menk will develop the final plans in accordance with City of Des Moines requirements that will include parking lot, driveway and sidewalk paving, trail connection locations and elevations, underground utility locations, full site grading plans, and landscaping plans.
- Coordination with private utility companies for utility locations and conflicts.
- Bolton & Menk will utilize a subconsultant (Bluestone Engineering) to complete the parking lot lighting layout and design.

Subtask 2.3: Conditional Use Permit

Description: Bolton and Menk will develop the required conditional use permit for the proposed development. This task will include day-to-day communication with the Client, the City of Des Moines, and other potentially affected interests. This task will include the following items:

- Bolton & Menk will coordinate the required neighborhood meeting.
- Bolton & Menk will host the neighborhood meeting and provide at least 2 staff members at the meeting.
- Bolton & Menk will develop the required neighborhood meeting summary and submit it to the City prior to the ZBA meeting.
- Bolton & Menk will complete the conditional use permit application and submit to the City.
- Attendance at up to one Zoning Board of Adjustment meeting.

Subtask 2.4: Meeting & Permits

Description: Bolton and Menk will attend meetings required for the development of the site plan for the proposed development. Permit application fees shall be paid by the client. This task will include the following items:

- Bolton & Menk will attend 1 pre-application meeting with the City of Des Moines, 3 coordination meetings with Polk County and up to 1 City Council meeting.
- Development of a Storm Water Pollution Prevention Plan (SWPPP) in accordance with Iowa DNR and City of Des Moines requirements.
- Completion of Iowa DNR NPDES and City of Des Moines permits on behalf of Polk County Conservation.

TASK 3 – STORM WATER MANAGEMENT DESIGN:

Subtask 3.1: Preliminary Storm Water Management Investigation

Description: The Bolton & Menk project team will utilize the proposed concept layout to determine the preliminary storm water management portions of the project. The preliminary investigation will include the following items:

- Calculate preliminary areas/volumes required for storm water management based on the proposed development conceptual option chosen.
- Create concept conveyance system options in conjunction with preliminary development layouts.
- Model existing site conditions to determine minimum post-construction discharge rates and volumes.

Subtask 3.2: Storm Water Management Plan

Description: Bolton & Menk will complete a storm water management plan for the development. Bolton and Menk will perform the required design and calculations necessary to complete the following tasks:

- Site drainage design including storm sewer sizing and location.
- Site evaluation/design for WQI Grant application for bio-retention cell and paver installation.
- Water Quality analysis and design.
- Development of a storm water management report for submittal to the City of Des Moines.

Subtask 3.3: Floodplain Permit

Description: Bolton & Menk will prepare the necessary flood plain development permit for the project. This task will include the following items:

- Administration and coordination with IDNR Floodplain and Dam Safety Section to obtain the

flood plain development permit, including:

- Cover Letter
- Floodplain Development Application
- Project Location Map
- FEMA FIRM
- Certified Plans
- Does not include hydraulic modeling or no-rise certification. If the City requires hydraulic modeling or a no-rise certification an additional fee will be required.

TASK 4 – BIDDING:

The Consultant will coordinate and manage the bid letting process for the project. For estimating purpose, one (1) letting has been included as part of this task. The work task to be performed or coordinated by the Consultant shall include the following:

Subtask 4.1 Printing of Plans and Specifications

Description: This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-sized (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes the dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Subtask 4.2 Advertisement/Notice of Project

Description: The Consultant shall prepare the formal Notice of Hearing and Letting. The Consultant shall post the Notice of Letting. The City shall handle publication of the Notice of Hearing. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Subtask 4.3 Plan Clarification and Addenda

Description: The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Subtask 4.4 Letting, Bid Tabulations, and Award Recommendation

Description: The Consultant shall have a representative present when opening the bids and proposals, shall make tabulations of the bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

Deliverables:

- Notes from bidder conversations
- Addenda (if issued)
- Recommendation of Award letter

Items provided by the Client

- Access to the Site
- Previous prepared reports if applicable

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 1-4. shall not be considered part of the Basic Services and may be authorized by the Client as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Construction Administration
2. Construction Staking
3. All other services not specifically identified in the Proposal

FEES

Bolton & Menk, Inc's proposed fee for the described Scope of Services is as follows:

Scope of Services	
Hourly – not to exceed	\$135,000

Exhibit B

Schedule of Fees

Employee Classification	Hourly Billing Rates
Senior Principal	\$220-295/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$150-235
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-225
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$130-250
Project Engineer/Surveyor/Planner/Landscape Architect	\$100-195
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$85-195
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$90-180
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$100-190
Technician (Inc. Construction, GIS, Survey ¹)	\$80-165
Administrative/Corporate Specialists	\$60-140
Structural/Electrical/Mechanical/Architect	\$120-295
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.



Date

January 11, 2023

Item No.

ACTION

Roll Call No.

23-0114

Submitted by:

**Adam Fendrick
Park Planner**

AGENDA HEADING

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

INFORMATION:

Eric and Carol Ziel approached Polk County Conservation to sell a portion of their property along Fourmile Creek near Alleman, Iowa. The property is beneficial because streambank stabilization techniques can be implemented within the Fourmile Creek to improve water quality. The property also has recreational value for the small community of Alleman, which currently does not have any dedicated public recreational space. Stream restoration plans are underway for this section of Fourmile Creek as part of the Watershed and Flood Prevention Operations (WFPO) program led by Johnathon Swanson at Polk County Public Works. Recreational plans include providing a walking trail loop around the property with potential connections to North Polk High School.

A pre-purchase survey will be conducted to determine exact boundaries and is scheduled to be completed in early 2023.



FISCAL IMPACT:Amount:

\$368,281.57

Funding Source:

Polk County Conservation Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S): NADate:Roll Call:Action:**RECOMMENDATION:**

Approving the Purchase Agreement with Eric and Carol Ziel to purchase 42.03 acres of property near Alleman, Iowa, for an amount of \$368,281.57, plus closing costs and directing the Board Chair or his designee to sign said agreement and direct staff to continue working with Mr. and Mrs. Ziel to complete the purchase.

	Date	January 11, 2023
	Item No. Roll Call No. Submitted by:	ACTION 23-0115 Adam Fendrick Park Planner

AGENDA HEADING

Approving Professional Service Agreement with Foth for Design/Engineering Services for the Trails End Mitigation Bank Phase II in the contract amount of \$74,900.

INFORMATION:

Conservation is continuing the development of the Trails End Mitigation Bank near Berwick, Iowa. Due to project challenges and timelines, the stream was taken out of the wetlands portion of the project. This agreement will focus on the stream restoration portion of the mitigation bank at an estimated cost of \$2.5M, with an anticipated stream credit generation of 150,000 credits. These credits are anticipated to generate between \$7.5M and \$10.5M of credit sales.

This agreement will prepare the design plans for the stream restoration of Fourmile Creek, Muchinkinock Creek, and an unnamed tributary on the west side of the park. Project scope includes wetland delineation, preparing the mitigation bank prospectus, preparing the mitigation bank design and the instrument. It is anticipated the Banking Instrument will be submitted end of January and be under review for the next 12 months by the U.S. Army Corps of Engineers and the Inter-Agency Review Team (IRT). Construction is anticipated to begin in the spring of 2024.

FISCAL IMPACT:

Amount: \$74,900.00
Funding Source: Polk County Conservation Water and Land Legacy Bond

PREVIOUS BOARD ACTION(S): NA

Date:
Roll Call:
Action:

RECOMMENDATION:

Approving Professional Service Agreement with Foth for Design/Engineering Services for the Trails End Mitigation Bank Phase II in the contract amount of \$74,900 and directing the Chair or their designee to sign said agreement.

Exhibit A
Trails End Mitigation Bank Phase II
Berwick, Iowa

I. Project Understanding

The Polk County Conservation Board (PCCB) is interested in developing the Trails End Mitigation Bank Phase II near Berwick, Iowa. The proposed project will include stream restoration along Fourmile Creek, Muchikinock Creek, and an unnamed tributary that flows into the project from the west. The scope of this proposal includes services that may be needed to successfully complete a wetland delineation, develop a mitigation banking prospectus, create the stream restoration design, and develop the banking instrument for the proposed project.

Please note that the U.S. Army Corps of Engineers (USACE) and Inter-Agency Review Team (IRT) will make the final determination for authorizing this project and the approval timeline is dependent upon the review process established by the IRT.

II. Scope of Services

a) Wetland Delineation

Foth will conduct a site visit during the vegetative growing season to complete a wetland delineation. The delineation will use mandatory technical criteria, field indicators, and other sources of information. The classification will be performed by an experienced biologist, environmental scientist, or engineer. The extents of the potential wetland areas identified during the Limited Wetland Evaluation will be confirmed and updated, if necessary.

The methods Foth will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Jurisdictional wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

The proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
- Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by genus, species, and dominance will be assessed.
- Classify soil types and evaluate hydric soil indicators using shallow soil probes or space holes.
- Observe site characteristics for wetland hydrology indicators.
- Utilize a hand-held GPS unit (sub-meter accuracy) to map the wetland boundaries if wetlands are identified.

- Prepare maps showing the delineated wetland and Waters of the U.S. (WOTUS) area(s).
- Prepare and submit a Wetland and Waters of the U.S. Delineation Report to the USACE.

The scope of this proposal includes one site visit to conduct a baseline delineation.

The delineation fee is based upon the contingency that the wetland area(s) to be delineated at the site generally consist of a few contiguous units. If multiple non-contiguous wetland areas are observed at the site, Foth will contact the client prior to initiating the wetland delineation, explain the conditions, and negotiate additional fees (if necessary) beyond those proposed herein.

b) Mitigation Bank Banking Prospectus

Foth staff will prepare and submit a draft and final prospectus to the IRT.

The draft and final prospectus will be completed in accordance with the Iowa Mitigation Banking document (last revised: 2019).

The draft prospectus will be submitted for review and comments to PCCB. The draft prospectus, including comments received from the internal draft review, will be delivered to the IRT on or before January 31, 2023.

c) Mitigation Bank Design

Foth staff will complete the following components of the design:

- Design concepts
- Plan and profile sheets
- Estimate of quantities
- Temporary erosion control plans and SWPPP
- Floodplain permitting
- Opinions of cost

d) Mitigation Bank Banking Instrument

Foth staff will develop a banking instrument in accordance with the Iowa Mitigation Banking document (last revised: 2019). Foth staff will complete the banking instrument and provide details to the IRT as needed to ensure approval of the final banking instrument.

III. Schedule

Foth proposes to complete the project according to the following schedule unless circumstances beyond our control require modification of the schedule.

Prospectus submitted by January 31, 2023

The remainder of the schedule is largely dependent on the review of documents from the IRT.

Any changes in plans that are requested by the IRT that may require design modifications may require additional services beyond this scope.

IV. Compensation

Based on the proposed Scope of Work, our proposed not-to-exceed fees are listed below:

Item	Fee
Wetland Delineation	\$6,800
Trails End Bank Banking Prospectus Phase II	\$4,700
Trails End Mitigation Bank Design Phase II	\$41,900
Trails End Mitigation Bank Banking Instrument Phase II	\$21,500
Total	\$74,900

The fees presented are based on performing only the services discussed in this proposal. Any changes beyond the Scope of Work of this proposal will be charged in accordance with our current unit fee schedule.

V. Special Conditions

In light of recent global events, labor shortages or supply chain disruptions resulting from epidemic or pandemic events (e.g. the Covid-19 outbreak) are specifically to be considered grounds constituting a force majeure condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a changed condition event and shall afford Foth the opportunity for schedule and cost relief associated with such an event by the Owner notwithstanding any express language in the Agreement to the contrary.

In addition, uncertainty regarding the ability to sell credits to governmental entities may adversely impact the motivation of the Polk County Conservation Board to pursue this mitigation banking project. If the current impasse in credit sales to government entities is not resolved in a reasonable period of time, Polk County shall have the option to cancel this agreement. Polk County agrees to pay only the expenses incurred by Foth up to the time of the contract cancellation.

	Date	January 11, 2023
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 23-0116

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.