

January 8, 2025

Polk County Administration Building
111 Court Ave, Des Moines, IA 50309
RM 120 5:30 PM

PCC BOARD MEETING AGENDA

- 1) Roll Call**
- 2) Public Comments**
- 3) Public Hearing – Bid Discussion for 4 Mile Mtn Bike Trailhead Project**
- 4) Financial Reports (pg 3)**
- 5) Action on the Minutes of the Previous Meeting(s) (pg 6)**

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** the Polk County Conservation Public Art Committee's recommendations for the 2025 Rotating Sculpture Program at Jester Park and Easter Lake Park. (pg 11)
- 8) Approving** an agreement between Polk County Conservation and Polk County for completion of a stream restoration project at the Fourmile Mountain Bike Park within the Fourmile Creek Greenway. (pg 22)
- 9) Awarding** the contract for Timber Stand Improvement at three Polk County parks to Four Seasons Conservation, LLC in a contract amount of \$74,888.00, plus a 10% contingency. (pg 37)
- 10) Approving** an agreement for Design/Engineering Professional Services for the Equestrian Center storm water Improvements with Bolton & Menk in a contract amount of \$50,000.00. (pg 40)

ACTION ITEMS

- 11) Postponing** until next month's Board meeting the recommendation on the proposed Plans, Specifications, and Form of Contract, and Cost Estimate for the Fourmile Park Trailhead Project. (pg 54)

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

- 12) Going** 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. (pg 55)

ADJOURNMENT

Upcoming Events

- January 8 -- Conservation Board Meeting, 5:30 pm at Polk Co Administration Building
- January 20 – Martin Luther King Jr. Day Holiday. All administrative offices closed.
 - Jester Park Nature Center open from 12 – 4 pm
- January 28 – 30 – Iowa County Conservation System Annual Winterfest Conference, Iowa City
- February 2 – Groundhog Grind 10k and 5k Trail Races, Thomas Mitchell Park
- February 4 – Annual PCC Manager's Planning Retreat, Easter Lake Event Building
- February 12 -- Conservation Board Meeting, 5:30 pm at Polk County Administration Building

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

2024-2025 Revenue Budget
- as of 12/31/24 (50.0% of budget year expired)

	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	\$ -	\$ -	\$ -	0.0%
0213	Equipment	\$ 5,000	\$ 71,812	\$ (128,330)	140.1%
6006	Environmental Ed	\$ 172,000	\$ 32,553	\$ 502,706	41.7%
6009	Natural Resources	\$ 119,000	\$ 28,612	\$ 804,343	49.1%
6101	Administration	\$ 10,500	\$ 21,850	\$ 598,608	50.7%
6103	Community Outreach	\$ -	\$ -	\$ 148,242	0.0%
6104	Conservation Grants	\$ -	\$ -	\$ (27,387)	#DIV/0!
6110	Parks Advocacy Unit	\$ 740,000	\$ 306,731	\$ 819,262	56.6%
6118	Fleet Services	\$ 19,100	\$ 4,058	\$ 389,739	51.1%
6119	Construction/Maint.	\$ 8,000	\$ 8,900	\$ 506,538	0.0%
6124	Equestrian Center	\$ 233,817	\$ 117,281	\$ 473,920	52.9%
Sub-Total - General Fund 1		\$ 1,307,417	\$ 591,798	\$ 4,087,642	45.3%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 97,000	\$ 44,073	\$ 52,927	45.4%
6127	Miscellaneous	\$ 7,500	\$ 5,365	\$ 2,135	71.5%
6128	Cabins	\$ 140,000	\$ 66,153	\$ 73,848	47.3%
6129	Lauridsen Skatepark	\$ 25,000	\$ 655	\$ 24,345	2.6%
6130	Two Rivers Park	\$ 150,000		\$ 150,000	0.0%
6131	Athene North Shore	\$ 369,313	\$ 53,978	\$ 315,335	14.6%
Sub-Total - General Fund 6		\$ 788,813	\$ 170,224	\$ 618,589	21.6%
REAP - Fund 26					
0211	Resource Enhancement	\$ 126,000	\$ 127,302	\$ (1,302)	101.0%
Reserve - Fund 50					
6126	Mitigation Banking	\$ 500,000	\$ 30,150	\$ 469,850	6.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 3,200,000	\$ 609,763	\$ 2,590,237	19.1%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 350,000	\$ 149,280	\$ 200,720	42.7%
6126	Sleepy Hollow	\$ 1,334,100	\$ 110,497	\$ 1,223,603	8.3%
Sub-Total - Enterprises Fund 286		\$ 1,684,100	\$ 259,777	\$ 1,424,323	15.4%
Grand Total - Conservation		\$ 7,606,330	\$ 1,789,014	\$ 9,189,339	23.5%

2024 - 2025 Expense Budget
- as of 12/31/24 (50.0% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure			\$ -	0.0%
0213	Equipment	\$ 320,000	\$ 448,330	\$ (128,330)	140.1%
6006	Environmental Ed	\$ 862,753	\$ 360,047	\$ 502,706	41.7%
6009	Natural Resources	\$ 1,579,481	\$ 775,138	\$ 804,343	49.1%
6101	Administration	\$ 1,214,571	\$ 615,963	\$ 598,608	50.7%
6103	Community Outreach	\$ 263,882	\$ 115,640	\$ 148,242	43.8%
6104	Conservation Grants-FEMA	\$ -	\$ 27,387	\$ (27,387)	0.0%
6110	Parks Advocacy Unit	\$ 1,888,989	\$ 1,069,727	\$ 819,262	56.6%
6118	Fleet Services	\$ 797,165	\$ 407,426	\$ 389,739	51.1%
6119	Construction/Maint.	\$ 934,409	\$ 427,871	\$ 506,538	45.8%
6124	Equestrian Center	\$ 1,005,144	\$ 531,224	\$ 473,920	52.9%
Sub-Total - General Fund 1		\$ 8,866,394	\$ 4,778,752	\$ 4,087,642	53.9%
6125	JP Lodge	\$ 56,500	\$ 63,307	\$ (6,807)	112.0%
6127	Miscellaneous	\$ 29,590	\$ 8,737	\$ 20,853	29.5%
6128	JP Cabins	\$ 83,771	\$ 35,899	\$ 47,872	42.9%
6129	Lauridsen Skatepark	\$ 560,553	\$ 125,794	\$ 434,759	22.4%
6130	Two Rivers Park	\$ 301,774	\$ 156,165	\$ 145,609	51.7%
6131	Athene North Shore	\$ 332,722	\$ 102,807	\$ 229,915	0.0%
Sub-Total - General Fund 6		\$ 1,364,910	\$ 492,709	\$ 872,201	36.1%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 2,148,902	\$ 1,014,104	\$ 1,134,798	47.2%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ 17,000		\$ 17,000	0.0%
REAP - Fund 26					
0211	Resource Enhancement	\$ 132,000	\$ 108,179	\$ 23,821	82.0%
Mitigation Banking - Fund 31					
6003	Mitigation Banking	\$ 250,000		\$ 250,000	0.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 12,796,319	\$ 8,490,302	\$ 4,306,017	66.3%
Conservation Enterprises - Fund 286			\$ -		
6121	Golf Course	\$ 362,000	\$ 22,920	\$ 339,080	6.3%
6126	Sleepy Hollow	\$ 2,953,149	\$ 684,623	\$ 2,268,526	23.2%
Sub-Total - Enterprises Fund 286		\$ 3,315,149	\$ 707,543	\$ 2,607,606	21.3%
Grand Total - Conservation		\$ 28,890,674	\$ 15,591,589	\$ 13,299,085	54.0%

2021 Bond PCWLL EXPENDITURES AS OF :

December 31, 2024

SUB-LEDGER	PROJECT	May 2022 BOND ISSUANCE	JUNE 2024 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKENY)	\$ (6,500)					\$ (6,500)	\$ (6,500)	\$ -
C12-6221	JP NATURE CENTER	\$ -						\$ -	\$ -
C12-6222	CBG MASTER PLAN	\$ -	\$ 400,000		\$ 15,300	\$ 293,638		\$ 308,938	\$ 91,062
C12-6228	JP PARK IMPROVEMENTS	\$ 918,616		\$ 510,325	\$ 3,923	\$ 435,444		\$ 949,691	\$ (31,075)
	PICNIC SHELTERS	\$ 88,384						\$ -	\$ 88,384
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE	\$ -	\$ 1,000,000	\$ 984,224	\$ 8,940	\$ 74,592		\$ 1,067,756	\$ (67,756)
C12-6232	YB PARK IMPROVEMENTS	\$ 25,000				\$ 9,650		\$ 9,650	\$ 15,350
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	\$ 250,000	\$ 500,000	\$ 394,141	\$ 89,056	\$ 112,582		\$ 595,779	\$ 154,221
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$ 313,666	\$ 250,000	\$ 42,652	\$ 35,285	\$ 188,540		\$ 266,478	\$ 297,188
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$ 0				\$ 1,032		\$ 1,032	\$ (1,032)
C12-6250	YB PRIEST PROPERTY ACQUISITION	\$ 15,169				\$ 15,169		\$ 15,169	\$ -
C13-6256	PCWLL PUBLIC AWARENESS	\$ -				\$ 4,930		\$ 4,930	\$ (4,930)
C13-6258	NATURAL AREA RESTORATIONS	\$ 1,221,662	\$ 575,000		\$ 22,747	\$ 1,792,086	\$ (250,950)	\$ 1,563,883	\$ 232,779
	SOFT TRAIL UPGRADES	\$ 100,000				\$ 4,324		\$ 4,324	\$ 95,676
C14-6272	EL RAIN GARDENS					\$ 7	\$ 12,604	\$ 12,611	\$ (12,611)
C14-6275	GWT	\$ -				\$ 30		\$ 30	\$ (30)
C15-6277	WATER QUALITY	\$ 1,857,705	\$ -	\$ 632,606	\$ 108,621	\$ 1,515,327	\$ (1,267,950)	\$ 988,605	\$ 869,100
C17-6291	4-MILE BANE PROPERTY	\$ 27,762				\$ 27,762		\$ 27,762	\$ (0)
C17-6297	CBG-DYKSTRA PROPERTY	\$ 3,404			\$ 3,404		\$ (50,000)	\$ (46,596)	\$ 50,000
C17-6299	CBG-K KIMBERLY PROPERTY	\$ 835,850				\$ 3,492	\$ (422,879)	\$ (419,387)	\$ 1,255,237
C18-6312	MISCELLANEOUS LAND	\$ 23,185			\$ 4,785	\$ 16,236	\$ -	\$ 21,021	\$ 2,164
C19-6324	4-MILE GREENWAY RESTORATION	\$ 17,162				\$ 11,030		\$ 11,030	\$ 6,132
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$ 500,000		\$ 5,029,042	\$ 1,170,149	\$ 545,493	\$ (927,188)	\$ 5,817,496	\$ (5,317,496)
C19-6334	CBG LANE PROPERTY	\$ 19,548	\$ -			\$ 19,548		\$ 19,548	\$ 0
C20-6343	4-MILE/SLEEPY HOLLOW	\$ 2,850,000	\$ 250,000	\$ 1,304,341	\$ 188,670	\$ 1,538,625		\$ 3,031,636	\$ 68,365
C20-6343	4-MILE/SLEEPY HOLLOW LAND ACQUISITION	\$ 1,752,500				\$ 1,752,500		\$ 1,752,500	\$ -
C20-6346	JESTER PARK CAMPGROUND IMPROVEMENTS	\$ 250,000			\$ 5,914	\$ 239,803		\$ 245,717	\$ 4,283
C20-6348	ARTIFACTS	\$ 54,710				\$ 54,710		\$ 54,710	\$ -
C20-6349	FOURMILE BIKE PARK	\$ 150,000	\$ 500,000	\$ 637,235	\$ 111,115	\$ 29,342	\$ (4,000)	\$ 773,693	\$ (123,693)
C20-6352	HTT TO POLK CITY	\$ 523,825	\$ 800,000		\$ 4,652	\$ 572,277		\$ 576,929	\$ 746,896
C20-6353	SPECK PROPERTY	\$ 20,388				\$ 21,238		\$ 21,238	\$ (850)
C21-6354	TRAILS END MITIGATION BANKING	\$ 4,000,000		\$ 8,357,005	\$ 256,423	\$ 6,529	\$ (3,127,701)	\$ 5,492,255	\$ (1,492,255)
C22-6355	SUSTAINABILITY	\$ 320,000	\$ 180,000			\$ 372,868		\$ 372,868	\$ 127,132
C22-6356	4-MILE/MEEK	\$ 232,684				\$ 232,684		\$ 232,684	\$ (0)
C22-6357	4-MILE/LOCKARD	\$ 2,260			\$ 380	\$ 1,880		\$ 2,260	\$ -
C23-6358	CBG - BAILEY PROPERTY	\$ 435,529				\$ 465,529	\$ (91,642)	\$ 373,887	\$ 61,642
C23-6359	SKATEPARK PARKING LOT	\$ 250,000	\$ 250,000	\$ 1,635,881	\$ 384,717	\$ 13,424		\$ 2,034,022	\$ (1,534,022)
	BOS	\$ 2,100,000						\$ -	\$ 2,100,000
C23-6360	SEPTICS	\$ 300,000			\$ 6,300	\$ 178,804	\$ -	\$ 185,104	\$ 114,896
	BOS	\$ 300,000						\$ -	\$ 300,000
C23-6361	ALLEMAN/ZIEL	\$ 378,227			\$ 2,930	\$ 378,297		\$ 381,227	\$ (3,000)
C23-6362	CAMP DODGE/HARDING	\$ 10,464				\$ 1,300,464	\$ (1,310,800)	\$ (10,336)	\$ 20,800
C23-6363	YE-DEATON (MILDRED)	\$ 317,172				\$ 317,172		\$ 317,172	\$ 0
C23-6364	BRENTON SLOUGH	\$ 231	\$ 1,000,000			\$ 231		\$ 231	\$ 1,000,000
C24-6365	BRANDING	\$ 175,000				\$ 205,536		\$ 205,536	\$ (30,536)
C24-6366	ICON WATER TRAILS	\$ 1,500,000	\$ 25,000			\$ 1,249,426		\$ 1,249,426	\$ 275,574
C24-6367	WATER TRAILS - CONSERVATION	\$ -		\$ 197,816	\$ 5,188			\$ 203,004	\$ (203,004)
C24-6368	JPEC - MOLD REMEDIATION	\$ 20,569		\$ -		\$ 20,569		\$ 20,569	\$ 0
C24-6369	CMO SHOP	\$ 180,000	\$ 1,820,000		\$ 37,253	\$ 15,081		\$ 52,334	\$ 1,947,666
C24-6370	JPNC TERRACE	\$ 80,000	\$ 200,000		\$ 49,600	\$ 31		\$ 49,631	\$ 230,369
C24-6372	DEIA INITIATIVE	\$ 25,000	\$ 25,000			\$ 7,925		\$ 7,925	\$ 42,075
C24-6373	PUBLIC ART	\$ 40,000	\$ 40,000			\$ 27,196		\$ 27,196	\$ 52,804
C24-6374	TRAILS END MITIGATION BANKING II	\$ -			\$ 34,737	\$ 14,304	\$ (49,042)	\$ (1)	\$ 1

2021 Bond PCWLL EXPENDITURES AS OF :

December 31, 2024

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C24-6375	CAMP DODGE/KARIMI	\$ 248,190				\$ 248,190		\$ 248,190	\$ (0)
C24-6376	TECHNOLOGY	\$ 10,000	\$ 10,000			\$ 6,470		\$ 6,470	\$ 13,530
C24-6379	EASTER LAKE SOUTH SHORE	\$ -	\$ 1,000,000	\$ 303,907	\$ 7,114	\$ 87,937		\$ 398,958	\$ 601,042
C25-6382	CBG PLAYSCAPE	\$ -				\$ 362	\$ (10,000)	\$ (9,638)	\$ 9,638
C24-6383	CBG- LEHS PROPERTY	\$ -			\$ 805	\$ 1,601,490		\$ 1,602,295	\$ (1,602,295)
C24-6384	EM SHOP ADDITION	\$ -		\$ 41,477		\$ 4,971		\$ 46,448	\$ (46,448)
C22-9999	MINOR BOND IMPROVEMENTS	\$ 469,245	\$ 275,000			\$ 791,185	\$ (2,000)	\$ 789,185	\$ (44,940)
	JPEC ROOF REPLACEMENT	\$ 154,995				\$ 154,995		\$ 154,995	\$ (0)
	FUEL TANK REPLACEMENT	\$ 69,055				\$ 69,055		\$ 69,055	\$ 0
C22-9998	INTEREST INCOME	\$ -					\$ (1,401,820)	\$ (1,401,820)	\$ 1,401,820
	CBG-SKUNK RIVER BRIDGE	\$ -	\$ 250,000					\$ -	\$ 250,000
	JPEC ACCESSIBILITY & SAFETY UPGRADES	\$ -	\$ 400,000					\$ -	\$ 400,000
	WFPO RESTORATION MATCH	\$ -	\$ 1,000,000					\$ -	\$ 1,000,000
	TM PLAYGROUND RENOVATIONS	\$ 800,000						\$ -	\$ 800,000
	BOND ISSUANCE COST	\$ 164,415						\$ -	\$ 164,415
	OPERATING TRANSFER MOVE FROM FUND 51 TO 46	\$ 17,617						\$ -	\$ 17,617
	RETENTION FEE (5%)	\$ 500,000						\$ -	\$ 500,000
	TAXABLE PORTION OF BOND	\$ 2,995,000						\$ -	\$ 2,995,000
LAND ACQ	LAND ACQUISITIONS	\$ -	\$ 1,000,000					\$ -	\$ 1,000,000
		\$ 27,907,688	\$ 11,750,000	\$ 20,070,653	\$ 2,565,607	\$ 17,054,010	\$ (8,909,867)	\$ 30,780,402	\$ 8,877,286



AGENDA OUTLINE/MINUTES TEMPLATE

December 18, 2024
Polk County Administration Building
111 Court Ave, Des Moines, IA 50309
RM 120 5:30 PM

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD (ESTABLISHED 1956)

The Polk County Conservation Board met in person for regular session Wednesday, December 18, 2024. The meeting was called to order at 5:32 p.m.

- #24-1201 **Roll Call**
Members Present: **Mollenhauer, Crane, Lewis, Altringer, Feltner**
Members Absent:
- #24-1202 **Public Comments**
- #24-1203 **Public Hearing – Intent to Award Contract for Crane Meadows Restoration Project**
- #24-1204 **New Employee Introduction**
a. **Riley Madole – Maintenance Technician (Sleepy Hollow)**
- #24-1205 **Nomination of 2025 PCC Board Officers**
CHAIR: Pam Mollenhauer
Lewis 1st Nomination – Mollenhauer
Feltner 2nd Nomination – Mollenhauer
VICE CHAIR: Ryan Crane
Feltner 1st Nomination – Crane
Mollenhauer 2nd Nomination – Crane
SECRETARY: Greg Lewis
Mollenhauer 1st Nomination – Lewis
Feltner 2nd Nomination - Lewis
- #24-1206 **Financial Reports** (pg 3)
- #24-1207 **Action on the Minutes of the Previous Meeting(s)** (pg 6)

MOVED BY Mollenhauer to approve the November 13, 2024 meeting minutes.

SECONDED BY Lewis

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

Members Absent:

CONSENT AGENDA

- #24-1208 **Approving** bill list.

- #24-1209 **Approving** the shifting of funding sources for two Huffcutt restroom buildings purchased for Easter Lake Park to other project budgets in an amount of \$63,975.00. (pg 10)
- #24-1210 **Awarding** the contract to Ames Goats on the Go, LLC for goat grazing services at Easter Lake Park in a contract amount of \$29,900.00, plus a 10% contingency. (pg 16)
- #24-1211 ~~**Approving** payment of \$33,900 to SE Group for Business Plan services which resulted in the need of Board approval due to Polk County Conservation requests outside the original scope. (pg 18)~~ **MOVED TO ACTION ITEMS BY GREG LEWIS**
- #24-1212 **Approving** the contract for Timber Stand Improvement at Easter Lake and Fort Des Moines to Adaptive Wildlife Management in a contract amount of \$86,112.00 plus a 10% contingency. (pg 26)

LET THE RECORD SHOW it was moved by Mollenhauer to approve the consent agenda.
SECONDED BY Crane

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

ACTION ITEMS

- #24-1211 **Approving** payment of \$33,900 to SE Group for Business Plan services which resulted in the need of Board approval due to Polk County Conservation requests outside the original scope. (pg 18)

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 24-1211.

SECONDED BY Mollenhauer

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

- #24-1213 **Approving** the purchase of 32 rentable kayak storage lockers for installation on the north side of Easter Lake Park for an amount of \$50,440.00 from Kayak Storage Systems. (pg 30)

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 24-1213.

SECONDED BY Crane

Vote Yea: **Mollenhauer, Crane, Altringer**
Vote No: **Lewis, Feltner**
Members Absent:

- #24-1214 **Approving** revisions and additions to the Employee Administrative Manual of the Polk County Conservation Board that was approved at the July 10th, 2024 Conservation Board Meeting. All changes in this manual will be effective January 1st, 2025. (pg 34)

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 24-1214.
SECONDED BY Crane

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

#24-1215 **Approving** an agreement between Polk County Conservation and Polk County for completion of a stream restoration project at Thomas Mitchell Park. (pg 39)

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 24-1215.
SECONDED BY Feltner

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

#24-1216 **Awarding** lowest contractor bid for wetland excavation at the Crane Meadows parcel at Chichaqua Bottoms Greenbelt to Des Moines Dirt Worx, LLC in a maximum contracted amount of \$230,000.01 with a 10% contingency. (pg 53)

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 24-1216.
SECONDED BY Mollenhauer

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

#24-1217 **Approving** the purchase of Brenton Slough Phase One from the Iowa Natural Heritage Foundation which consists of 735 acres. (pg 58)

LET THE RECORD SHOW it was moved by Crane to approve Action Item 24-1217.
SECONDED BY Mollenhauer

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

BOARD DISCUSSION

Director Remarks

Recognition glass plaque and framed certificate presentation to Jill Altringer, in honor of her nomination and transition to the Polk County Board of Supervisors starting January 2025. Two months ago, at the October 9, 2024 PCC Board Meeting, the Polk County Classification & Compensation Survey results were discussed with Ella McGowan and Sarah Boese in attendance. We've made the PCC Administration Manual changes to align with some of Polk County's recommendations AND retained the autonomy outlined in Iowa Code. When the County Conservation Boards were formed (Iowa County Code 350, in 1956), County Conservation areas were mostly rural and on a small scale. The Code language, in part, is as follows: "The Director, subject to approval of the Board, can employ and fix the compensation of assistants and employees as necessary for carrying out this chapter." As County budgets and populations have grown, Conservation organizations have attempted to keep pace with evolving natural resource conservation considerations, budgetary needs, and use patterns. Conservation budgets, including compensation, were ultimately absorbed into Polk County's budgetary process. Alignment with Polk County Policy has been intentional, but autonomy to

a certain level has been retained, enabling some flexibility when it comes to land acquisition, strategic planning, staffing, and decision-making for certain issues. During the October 9th discussion, PCC staff were extremely grateful to the PCC Board Members who engaged with Ella and Sarah, asking pertinent questions and voicing concerns and ultimately asking for the issue to be tabled so further research and edits could be done before adoption of new verbiage into the PCC Admin Manual.

Board Remarks –

Pam Mollenhauer departed at 6:36 pm.

Altringer – PCC has accomplished so many things in the last 7 years. With her initial nomination to the PCC Board, Jill's goal was to get a bike trail outside of Grimes (we're close!). Considering Jill's somewhat volatile history with Rich, she is happy to say she thinks they worked well together the last seven years. PCC's work is amazing – the leveraging of funds, getting Bonds to be approved by the public, and the overall service to Polk County's citizens has been wonderful. PCC staff have humored many of Jill's requests and she is extremely grateful for the ability to serve on the Board and thanks everyone for the opportunity!

CLOSED SESSION PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in closed session Wednesday, December 18, 2024 at **6:40** p.m.

MOTION:

#24-1218 **MOVED BY Crane 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. (pg 68)

SECONDED BY None

VOTE YEA: **(Unanimous) Crane, Lewis, Altringer, Feltner**

Members Absent: **Mollenhauer**

MEMBERS PRESENT: **Lewis, Crane, Altringer, Leopold, Rankin, McFarlane, Cook, Stoklasa, Sheeley, Clark**

MOTION: Moved by **Feltner** Seconded by **None** to go back into open session.

VOTE YEA: **(Unanimous) Crane, Lewis, Altringer, Feltner**

Members Absent: **Mollenhauer**

The Board returned to open session.

There was no action taken during closed session.

MOTION: Moved by **Lewis** to adjourn. Seconded by **None**

VOTE YEA: **(Unanimous) Crane, Lewis, Altringer, Feltner**



AGENDA OUTLINE/MINUTES TEMPLATE

Members Absent: **Mollenhauer**

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

Meeting adjourned at **6:50** p.m.

	Date	January 8, 2025
	Item No. Roll Call No. Submitted by:	CONSENT 25-0107 Kami Rankin Deputy Director

AGENDA HEADING:

Approving the Polk County Conservation Public Art Committee's recommendations for the 2025 Rotating Sculpture Program at Jester Park and Easter Lake Park.

INFORMATION:

Polk County Conservation's (PCC) rotating art sculpture program is in its fourth year at Jester Park and second year at Easter Lake Park. The 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 and the Mark C. Ackelson Trail (Easter Lake Park) annual rotating art exhibit.

The committee selected "Long Shot" by Nathan Pierce, "Tree of Life" by Hilde DeBruyne, "Everlasting" by Tim Adams, "Red" by V. Skip Willits, and "Bloom" by Zach Bowman for display at Easter Lake Park. "Queen" by Victoria Reed was selected for display at Jester Park.

FISCAL IMPACT:

Amount: \$12,000 (\$2,000 stipend for each sculpture)

Funding Source: Public Art Program bond funding allocation

PREVIOUS BOARD ACTION(S):

Date: 01-01-24

Roll Call: 24-0108 **(5-Yea)**

Action: Approved "Wings of Change" and "Gears of Change" by Hilde DeBruyne, "SkEYE" by Tim Adams, "3 Pods" by V. Skip Willits, and "Cohesive Narration" and "Dance Diagram" by Kristin Garnant.

Date: 01-11-23

Roll Call: 23-0109 **(5-Yea)**

Action: Approved "Long Distance", the Polk County Conservation Public Art Committee's choice for the 2023 Rotating Sculpture Program at Jester Park.

Date: 02-09-22

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.

RECOMMENDATION:

Approving the Polk County Conservation Public Art Committee's recommendations for the 2025 Rotating Sculpture Program at Jester Park and Easter Lake Park.



POLK COUNTY
CONSERVATION

2025 Rotating Sculpture Selections

good
natured

Long Shot

Nathan Pierce | Cape Girardeau, Missouri

Sculpture Concept & Design: Exploring the notion of communication in the natural landscape

Sculpture Dimensions: 4' W x 5' D x 10' H 250 lbs

Base Dimensions: 3' W x 3' D x 3' H

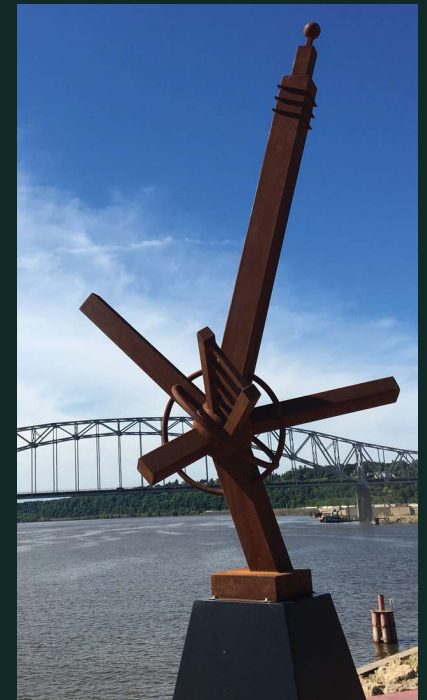
Material: Steel

Value of Art Work: \$8,000.00

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 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 explored the 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 sculptures 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 is communicated to the viewer. It is this connection that helps activate our imagination and helps us see the world differently.



Tree of Life

Hilde DeBruyne | Cumming, Iowa

Sculpture Concept & Design: "Tree of Life " is a contemporary metal sculpture, consisting of organic leaves intertwining and growing in different directions, representing the ever-changing nature of growth. As viewers walk around the sculpture, they are reminded of the beauty and complexity of growth in all its forms.

Sculpture Dimensions: 7' W x 7' D x 7.5' H 400 lbs

Base Dimensions: 7' W x 7' D x 7.5' H

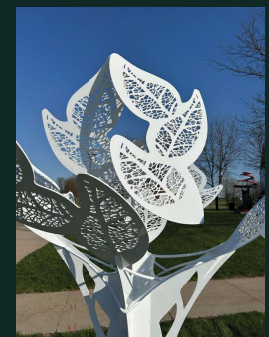
Material: Steel, powder coated in a classic white

Value of Art Work: \$21,000.00

Available for Sale: Yes

Bio:

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.



Red

V.skip Willits | Camanche, Iowa

Sculpture Concept & Design: This object is made with 309 stainless steel, painted. I like to use recycled materials whenever possible. Here, I've used old farm augers, cutting them up and re-welding the pieces into the shape you see. A reconstituted farm implement if you will.

Sculpture Dimensions: 25" W x 28" D x 88" H 125 lbs

Base Dimensions: 18" W x 18" D x 1/4" H

Material: Stainless Steel

Value of Art Work: \$5,000.00

Available for Sale: Yes

Bio:

My work contains the strands of my identity and directly reflects my experiences so far.

The welding technique I use to create most of my work is a skill I began learning at age ten from my father who worked in a welding shop. He taught me everything, from the characteristics of materials such as steel, cast iron, and aluminum to the various welding techniques; arc, TIG, MIG, torch, etc. In 1983 I produced and installed my first major public sculpture. Since that time I've continued to make things. Yearly, I participate in numerous outdoor public sculpture shows and produce commissioned work across the United States, Canada, and Europe. I live and work, happily, on the banks of the Mississippi River. My practice involves translating what I see, feel, and experience on the River bank, the Islands, and in the forests. I present these experiences in abstract forms.



Queen

Victoria Reed | Maynard, Iowa

Sculpture Concept & Design: Naturalistic and simultaneously abstracted rearing horse featuring lacework patterning.

Sculpture Dimensions: 3' W x 10' D x 12' H 400 lbs

Base Dimensions: 3' W x 3' D x .25" H

Material: Steel

Value of Art Work: \$30,000.00

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 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.



Everlasting

Tim Adams | Webster City, Iowa

Sculpture Concept & Design: Everlasting is an abstract representation of the flower that flourishes in the summer and produces vibrant color. It is resilient and hardy; able to withstand extreme heat and drought of summer. The summer growth leans into fall, but the colors never fade. The bright colors of “Everlasting” span the seasons with its petals splashed with a range of colors that bring a smile, rain, or shine, hot or cold, day or night. “Everlasting” reminds us that personal growth occurs when we experience times of “heat” and “drought” in our lives which force us to adapt and develop resilience. The strength we gain in difficult circumstances prepares us to move through the “seasons” of our lives.

Sculpture Dimensions: 4' W x 4' D x 10' H 200 lbs

Base Dimensions: 4' W x 4' D x 1' H

Material: Aluminum, Weathered Steel, Painted Steel

Value of Art Work: \$10,000.00

Available for Sale: Yes

Bio:

My Midwestern roots and a career as a Registered Landscape Architect have influenced my designs. The native trees, shrubs, and perennial plants I work with daily, and the rugged weather of the Midwest provide my inspiration. I use materials that are long lasting and weather naturally without needing maintenance or care. My primary mediums are weathered, stainless steel, painted steel, brushed aluminum, fluorescent plexiglass, and LED lighting. My goal is to make public art that is inclusive and accessible and spark a sense of wonder and a new perspective. I have a full-scale fabrication studio and continually use new materials as my art evolves.



Bloom

Zach Bowman | Ankeny, Iowa

Sculpture Concept & Design: 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. "Bloom" is a stainless steel form in the shape of a seed pod/flower. 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 and growth. There is an interconnected network of what looks like roots, rivers, or even branches. With the material cut away, a spherical form can be seen nestled within the piece.

Sculpture Dimensions: 8' W x 4' D x 12' H 200 lbs

Base Dimensions: 3' W x 3' D x 1.4" H

Material: Aluminum, Weathered Steel, Painted Steel

Value of Art Work: \$7,500.00

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.



 POLK COUNTY CONSERVATION	Date	January 8, 2025
	Item No. Roll Call No. Submitted by:	CONSENT 25-0108 Amanda Brown Conservation Ecologist

AGENDA HEADING:

Approving an agreement between Polk County Conservation and Polk County for completion of a stream restoration project at the Fourmile Mountain Bike Park within the Fourmile Creek Greenway.

INFORMATION:

Polk County Conservation (PCC) staff have been partnering with Polk County Public Works staff to design stream restoration projects on various creeks in our parks. An unnamed tributary through the mountain bike park in the Fourmile Creek Greenway has been selected as the second of these streams to be restored. Through this project, restoration will be completed on roughly 2,500 feet of stream. Designs are nearing completion and work is anticipated to begin in mid to late 2025.

This agreement covers the various aspects of the project and outlines PCC and Polk County Public Works responsibilities as this project is carried out and into the future. In general, PCC duties in this contract include maintenance of the project site for 20 years, allowance of access to the site for project purposes, and payment of required project costs. Polk County Public Works will be funding 75% of the project through various funding sources with a required match of 25% from PCC. At this time, it is estimated that total project costs will be \$774,946 and the PCC match will be \$193,736.50. The final cost amounts will be brought to the board at a later date once the project has been bid.

FISCAL IMPACT: TBD-Coming to a Future Board Meeting for Approval

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Approving an agreement between Polk County Conservation and Polk County for completion of a stream restoration project at the Fourmile Mountain Bike Park within the Fourmile Creek Greenway and authorize the Chair or their designee to sign the contract.

**AGREEMENT BETWEEN
POLK COUNTY, IOWA AND
POLK COUNTY CONSERVATION BOARD, IOWA FOR STREAM RESTORATION IN THE
FOURMILE CREEK GREENWAY**

This Agreement is entered into by and between the Polk County Conservation Board, a quasi-governmental subdivision organized and existing under the laws of the State of Iowa (hereinafter “Conservation Board” or “the Conservation Board”) and Polk County, Iowa, a governmental subdivision of the State of Iowa, (hereinafter “County” or “the County”) as of the date of last signature of all parties.

WHEREAS, the County is a member of the Fourmile Creek Watershed Management Authority and has made ongoing efforts to improve water quality and reduce flooding across the watershed; and

WHEREAS, pursuant to Iowa Code Section 331.301(1), “A county may...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents.”; and

WHEREAS, pursuant to Iowa Code Section 350.4, the Conservation Board is empowered to maintain County owned parks;

WHEREAS, the Conservation Board and the County have identified the need to restore the streambank of a tributary to Fourmile Creek within the Fourmile Creek Greenway (hereinafter “Project” or “the Project”) further described below; and

WHEREAS, the Project will serve to improve water quality outcomes and reduce flooding and erosion in the Fourmile Creek Watershed, directly benefitting the residents of the County and the Conservation Board; and

WHEREAS, the County has received funding from the Iowa Department of Agriculture and Land Stewardship to assist in the construction of the Project; and

WHEREAS, the Conservation Board and the County desire to construct the Project; and

WHEREAS, the Conservation Board agrees to all ongoing maintenance responsibilities for the Project for a term of 20 years.

Now therefore, in consideration of the purpose set forth above, the Parties’ mutual covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Conservation Board, intending to be legally bound hereby, agree as follows:

GENERAL TERMS:

1. **Recitals.** The above stated recitals are adopted and incorporated herein.
2. **Project Definition.** The Project is described as the restoration of a tributary of Fourmile Creek through the Fourmile Creek Greenway within Polk County. The streambank is located entirely on County property that is managed by the Conservation Board and is accessible therefrom. The

restoration work on the Project is anticipated to consist of bank and channel stabilization, vegetation improvements, and stream restoration activities.

3. **Term.** This Agreement shall remain in effect until the duties of each party are satisfactorily completed and a written acceptance of the Project is signed by the Parties, unless earlier terminated pursuant to this Agreement. The Conservation Board's maintenance duty for the Project shall be for a term of twenty years following acceptance of the Project pursuant to the Maintenance Agreement shown in Exhibit D, incorporated herein by reference.
4. **Termination.** Any Party may terminate this Agreement by providing 30 days written notice to the other Party prior to the beginning of permitting, the public bidding process, or construction of the Project, whichever comes first. Upon commencement of permitting, the public bidding process, or construction of the stream restoration, termination shall only occur upon consent of all parties.
5. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
6. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
7. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
8. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.
9. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
10. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.
11. **Notices.** Notice provided for in this Agreement shall be provided in writing, electronic or otherwise, as stated below:

If to the Conservation Board:
Amanda Brown, Conservation Ecologist
Polk County Conservation Board
11204 NE 118th Ave, Maxwell, Iowa 50161
Amanda.brown@polkcountyiowa.gov
515-323-5357

If to the County:
Johnathon Swanson, Water Resources Supervisor
5885 NE 14th Street, Des Moines, Iowa 50313
Johnathon.swanson@polkcountyiowa.gov
515-875-5880

DUTIES OF THE CONSERVATION BOARD:

1. The Conservation Board shall assume all maintenance responsibilities upon written acceptance of the Project for a term of 20 years pursuant to the maintenance agreement attached hereto as Exhibit D. The Conservation Board shall sign Exhibit D contemporaneously with its written acceptance of the Project.
2. The Conservation Board shall grant the County, its agents, its contractors and subcontractors the right of reasonable entry upon the property in the project area depicted in Exhibit B attached hereto. The right of entry is for the area associated with the Project and includes the excavation, grading, and stabilization activities needed to construct the Project. The right of entry shall be in the form of Exhibit C, attached hereto and incorporated herein by reference. The Conservation Board shall execute Exhibit C contemporaneously with the execution of this Agreement.
3. The Conservation Board shall grant the County, its agents, its contractors and subcontractors a temporary construction easement upon the property in the Project Area. The temporary construction easement is for the portion of the Property needed to access, store material and equipment, and complete construction of the Project, and is also contained in Exhibit C.
4. The Conservation Board shall provide review and written approval to the County for contract awards following public bidding.
5. The Conservation Board shall make payment to the County for its share of all project costs as described in Exhibit A upon receipt of the billing from the County, with payment made within thirty (30) days of receipt of invoice from the County for the Conservation Board's cost share. The amounts in Exhibit A are estimates only, the Conservation Board and the County shall be billed for their share of the actual costs.

DUTIES OF THE COUNTY:

1. The County will serve as fiscal agent for the Project, managing funds from the State of Iowa, the County, and the Conservation Board.
2. The County will procure all design work for the Project.
3. The County will publicly bid and contract for the construction of the Project.
4. The County shall award contract following joint written approval from the Conservation Board and the County.

5. After Contract letting for the Project, the County shall prepare and forward a billing to the Conservation Board for their estimated share of the construction costs based on the bid prices and estimated consultant fees related to the construction.
6. Upon completion and acceptance of the construction work, the County shall prepare and forward a billing to the Conservation Board for their share of any remaining construction or consultant costs for the Project or reimbursement of overpayment.
7. The County shall oversee all engineering, construction, erosion control, surveying, and permitting for the Project. The County shall prepare and provide billing to the Conservation Board for its share of the design and permitting costs.
8. The County shall complete reporting and fiscal responsibilities to adhere to State of Iowa funding requirements.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2024.

POLK COUNTY CONSERVATION BOARD

By: _____

Name & Title: _____

POLK COUNTY, IOWA

By: _____

Name & Title: _____

Exhibit A- Project Budget

Item	Cost Estimate		
	Total	Polk County* (75%)	Polk County Conservation Board (25%)
Engineering and Permitting	\$135,340	\$101,505	\$33,835
Construction Estimate	\$639,606	\$479,704.50	\$159,901.50
Total	\$774,946	\$581,209.50	\$193,736.50

Notes:

- *Polk County shall serve as fiscal agent, utilizing funding that shall include Iowa Department of Agriculture, City, County, and other funds.
- Construction costs invoices will be based upon actual bid prices

Exhibit B- Project Location Map

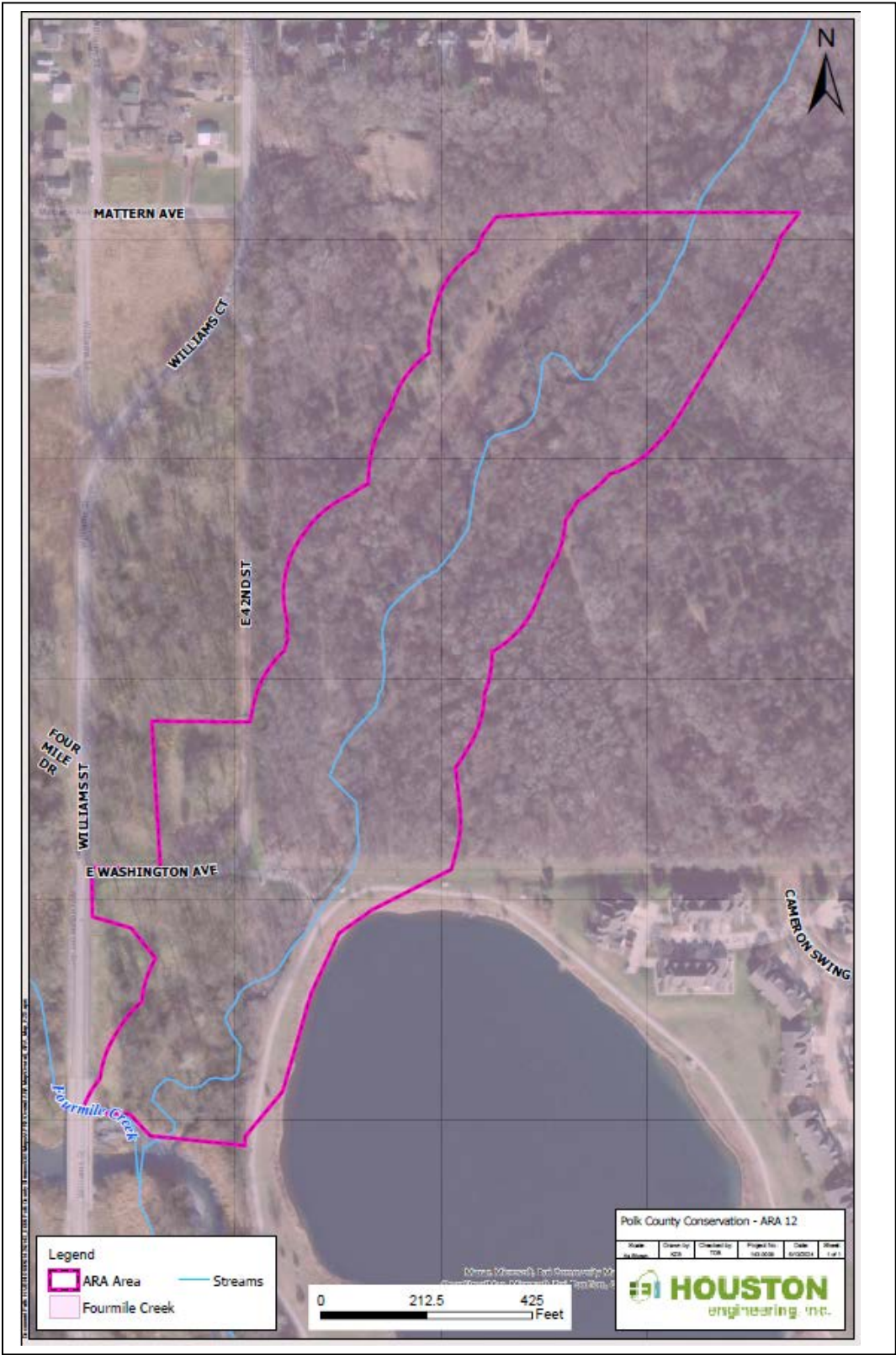


EXHIBIT C

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR THE STREAM RESTORATION OF A TRIBUTARY OF FOURMILE CREEK PROJECT BETWEEN POLK COUNTY, IOWA AND THE POLK COUNTY CONSERVATION BOARD

WHEREAS, on _____, Polk County, Iowa, (the County) and the Polk County Conservation Board (the Conservation Board) entered into an Agreement Between Polk County, Iowa and the Polk County Conservation Board for the Stream Restoration of a tributary to Fourmile Creek in the Fourmile Creek Greenway (Agreement); and

WHEREAS, in order to effectuate the stream restoration, which is the purpose of the Agreement (“the Project”), the County and its contractors must enter the County Property managed by the Conservation Board in the Project area, defined herein on Exhibit B; and

WHEREAS, pursuant to the terms of the Agreement, the Polk County Conservation Board agreed to grant the County, its contractors and their subcontractors a right of entry and temporary construction easement in the Project area.

NOW THEREFORE, in consideration of the purpose set forth above, the Parties’ mutual covenants and obligations contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Conservation Board, intending to be legally bound hereby, agree as follows:

Duties of the Conservation Board

The Conservation Board:

- 1) Hereby grants the County, its agents, its contractors and subcontractors the right of reasonable entry upon the property in the Project area, defined herein on Exhibit B. The right of entry is for the area associated with the Project and includes the excavation, grading, and stabilization activities needed to complete streambank restoration. In particular, the Conservation Board hereby grants the County, its agents, its contractors and subcontractors reasonable access to enter and reenter the Property from execution of the Agreement to a period of up to thirty (30) calendar days from the final written acceptance date of the Project. The purpose of this access is to allow the County, its agents, contractors and subcontractors to engage in streambank restoration on the Property in order to improve stream conditions.

This right of entry shall run with the land and be binding against the Conservation Board and its successors and assigns.

- 2) Hereby grants the County, its agents, its contractors and subcontractors a temporary construction easement upon the property in the Project area. The temporary construction easement is for the portion of the Project area needed to access and complete construction of the Project, as depicted on Exhibit B. Said easement shall run with the land.
- 3) Hereby agrees to be responsible for having the property in the Project area free and clear of any obstacles for the streambank restoration.
- 4) Hereby grants the County the right to remove gates, fences and other obstacles in the Project area for the purpose of streambank restoration. The County will reasonably relocate, repair, and/or reconstruct the items removed from the Project area, aside from those necessary for streambank restoration.
- 5) Hereby agrees that the County shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the County. Any requests for repair must be made prior to written acceptance by the Conservation Board pursuant to the Agreement.
- 6) Hereby agrees to allow the County, through its agents, contractors or subcontractors, to undertake streambank restoration in the Project area
- 7) Hereby agrees that upon the completion of the streambank restoration, the improvements will become the sole responsibility of the Conservation Board.

General Terms

1. **Term:** This Agreement shall automatically terminate 30 days after written acceptance of the Project by the Conservation Board pursuant to the Agreement.
2. **Recitals:** The recitals above are adopted and incorporated herein. Furthermore, the Agreement is incorporated herein by reference.
3. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
4. **Entire Agreement.** This agreement and the corresponding Agreement are the entirety of the agreements between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
5. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.

6. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.
7. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
8. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2024.

POLK COUNTY CONSERVATION BOARD

By: _____

Name & Title: _____

POLK COUNTY, IOWA

By: _____

Name & Title: _____

Exhibit B- Project Location Map

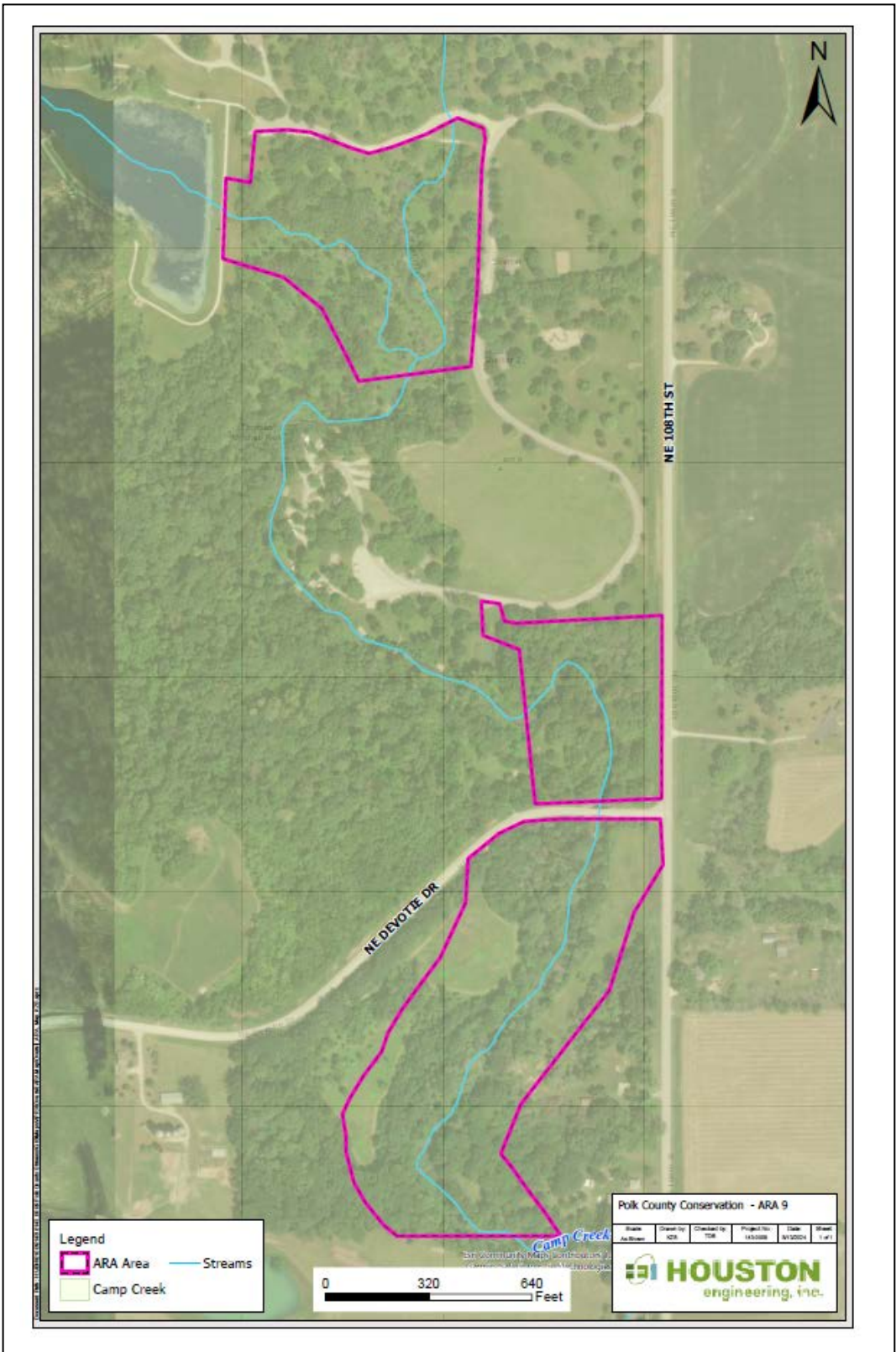


EXHIBIT D

20 YEAR MAINTENANCE AGREEMENT FOR THE STREAM RESTORATION OF A TRIBUTARY OF FOURMILE CREEK PROJECT BETWEEN POLK COUNTY, IOWA AND THE POLK COUNTY CONSERVATION BOARD

WHEREAS, on December 17, 2024, Polk County, Iowa, (the County) and the Polk County Conservation Board (the Conservation Board) entered into an Agreement Between Polk County, Iowa and the Polk County Conservation Board for the Stream Restoration of a tributary of Fourmile Creek through the Fourmile Creek Greenway (Agreement); and

WHEREAS, pursuant to the terms of that Agreement, the Conservation Board agrees to undertake maintenance of the Project subject to the Agreement for a term of twenty years;

Now therefore, in consideration of the purpose set forth above, the Parties' mutual covenants and obligations contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Conservation Board, intending to be legally bound hereby, agree as follows:

Maintenance Duties of the Conservation Board

The Conservation Board:

- (1) Shall maintain the Project area, defined in Exhibit B, as outlined below (a-d), for a term of 20 years following the written acceptance of the Project by the Conservation Board and the County.
 - a. Remove invasive and undesirable vegetation, if needed, from the project area on an annual basis
 - b. Monitor the project site regularly for any erosion or failure of built structures and address promptly as needed
 - c. Conduct mowing, burning, and other management techniques in order to maintain and increase diversity of native vegetation on the site
 - d. Visually inspect the project area after storm and flooding events. Remove debris build up and address any failures as needed.

- (2) Hereby grants the County, its employees, its agents, and assigns, contractors and subcontractors right of entry to the Project area for a period of 20 years following the written acceptance of the Project by the Conservation Board and the County for the purpose of inspecting the Project area to ensure the Conservation Board's compliance with the Maintenance duties herein.
- (3) Hereby grants the County, its employees, its agents, and assigns, contractors and subcontractors right of entry to the Project area for a period of 20 years following the written acceptance of the Project by the Conservation Board and the County for the purpose of maintaining the Project area as set forth above if the Conservation Board fails to do so.

General Terms

1. **Term.** This Maintenance Agreement shall automatically terminate at the end of the 20-year term.
2. **Recitals.** The recitals above are adopted and incorporated herein. Furthermore, the Agreement is incorporated herein by reference.
3. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
4. **Entire Agreement.** This maintenance agreement and the Agreement are the entirety of the agreements between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
5. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
6. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

7. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
8. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2024.

POLK COUNTY CONSERVATION BOARD

By: _____

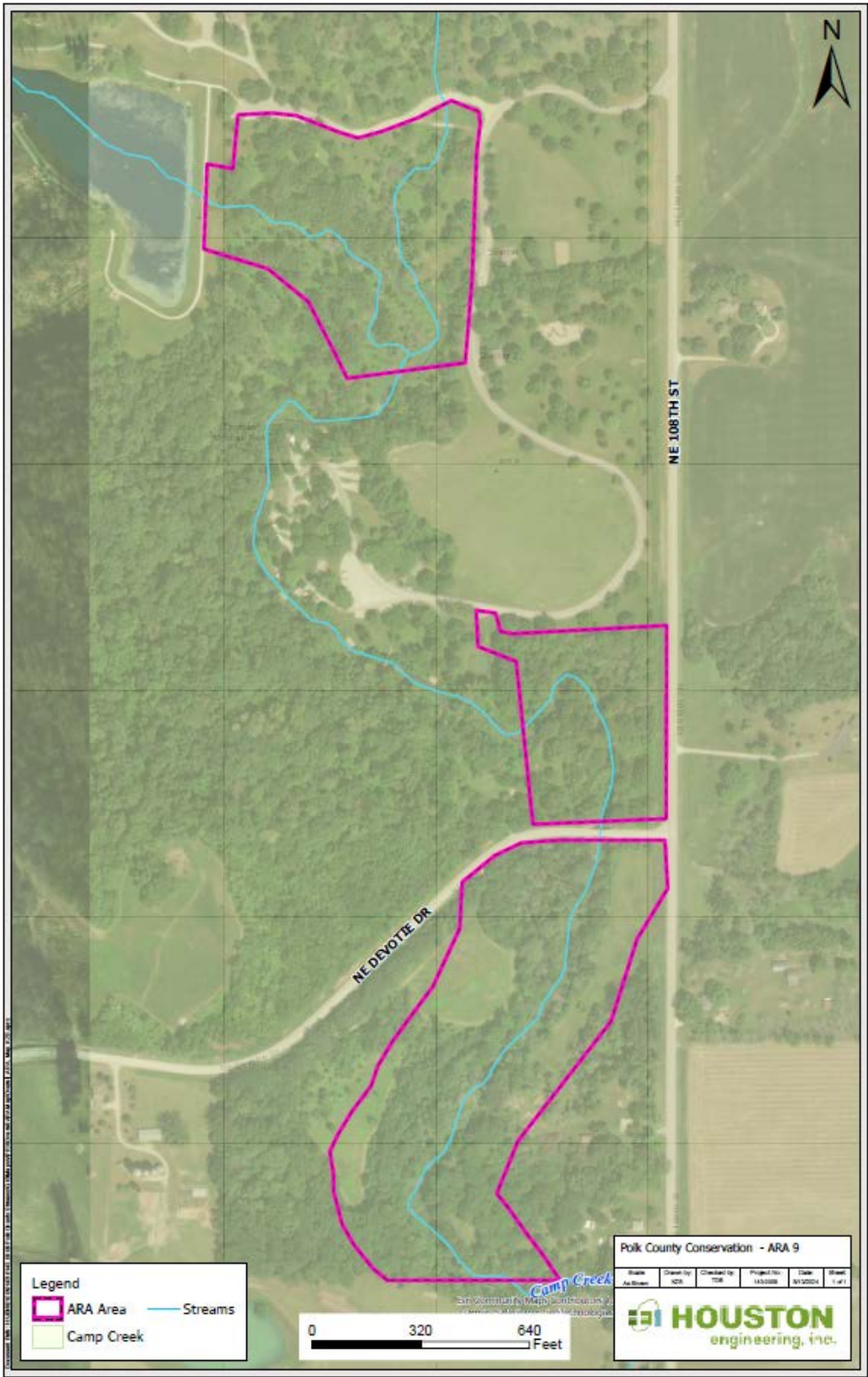
Name & Title: _____

POLK COUNTY, IOWA

By: _____

Name & Title: _____

Exhibit B. Project Location Map



 POLK COUNTY CONSERVATION	Date	January 8, 2025
	Item No. Roll Call No. Submitted by:	CONSENT 25-0109 Cassie Cook Conservation Ecologist

AGENDA HEADING:

Awarding the contract for Timber Stand Improvement at three Polk County parks to Four Seasons Conservation, LLC in a contract amount of \$74,888.00, plus a 10% contingency.

INFORMATION:

Polk County Conservation (PCC) is actively trying to increase management in our woodlands throughout our entire park system. Many of these areas have been neglected over time, and are being taken over by invasive species which is resulting in a crowded canopy and overall unhealthy woodland state. The closed canopy conditions are reducing the regeneration of our native trees (oaks, hickories, walnuts, etc.) and are creating forested stands that are less resilient to change and ecosystem disturbance. PCC staff have been working on invasive shrub removal to increase species diversity on the forest floor, but work still needs to be done to reduce the presence of “weedy trees” in the woodland and allow the mature oaks, walnuts, and hickories enough space in the canopy to thrive. This is too much work for PCC staff to complete alone, so we are working with contractors to begin tackling large tracts of woodland to increase their health. PCC staff solicited bids from contractors to perform timber stand improvement work at Jester Park, Brown’s Woods, and Yellow Banks Park. Work will be scheduled to take place during the winter of 2025.

This project was publicly advertised for two weeks and three bids were received and opened on December 30, 2024. The lowest responsible bidder was Four Seasons Conservation with a base bid of \$74,888.00. Upon approval, staff will issue a Notice to Proceed to the awarded contractor.

Bid Results:

Company	Bid
Four Seasons Conservation	\$74,888.00
Green Tree Care	\$77,140.00
Country Landscapes	\$99,500.00

FISCAL IMPACT:

<u>Amount:</u>	\$74,888.00	Contract Amount
	\$ 7,488.80	10% Contingency
	\$82,376.80	Not to Exceed

Funding Source: Natural Resources Bond Funds

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Awarding the contract for Timber Stand Improvement at three Polk County parks to Four Seasons Conservation, LLC in a contract amount of \$74,888.00, plus a 10% contingency, and authorizing the Director or their designee to sign the contract.

Project Maps





 POLK COUNTY CONSERVATION	Date	January 8, 2025
	Item No. Roll Call No. Submitted by:	CONSENT 25-0110 Adam Fendrick Park Planner

AGENDA HEADING:

Approving an agreement for Design & Engineering Professional Services for the Jester Park Equestrian Center stormwater improvements with Bolton & Menk in a contract amount of \$50,000.00.

INFORMATION:

The Jester Park Equestrian Center has been experiencing localized flooding after moderate rain events. The existing drainage intakes and pipes are undersized, resulting in flooding issues inside the building and causing damage to several offices and storage/utility areas. This agreement with Bolton & Menk will take a comprehensive look at the stormwater issues and existing infrastructure at the Equestrian Center and provide recommendations on how to alleviate flooding and provide stormwater detention in accordance with County ordinances. The design work will begin this winter to be ready for construction work by the summer of 2025.

The overall project budget is \$400,000 to address the following issues:

- 1) Drainage/flooding
- 2) Parking Lot Expansion
- 3) Public Accessibility
- 4) Lighting
- 5) Fuel Tanks/Flammable Cabinet(s)

FISCAL IMPACT:

Amount: \$50,000

Funding Source: Polk County Conservation Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S): NA

Date:

Roll Call Number:

Action:

RECOMMENDATION:

Approving an agreement for Design & Engineering Professional Services for the Jester Park Equestrian Center stormwater improvements with Bolton & Menk in a contract amount of \$50,000.00.

Equestrian Center

Drainage Issues:



Water ponding outside building



Water ponding around building



Water draining towards building



Water draining towards manure shed



Standing water inside manure shed



**BOLTON
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010

Phone: (515) 233-6100
Bolton-Menk.com

December 23, 2024

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

RE: Equestrian Facility Storm Water Improvements
Granger, IA
Polk County Conservation

Dear Mr. Fendrick:

Bolton & Menk, Inc. is pleased to present a proposal to perform Professional Services for the proposed Equestrian Facility Storm Water Improvements project.

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 515-567-0919 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 (8 pages)
Exhibit A - Scope of Services (2 pages)
Exhibit B - Schedule of Fees (1 page)

AGREEMENT FOR PROFESSIONAL SERVICES

EQUESTRIAN FACILITY STORM WATER IMPROVEMENTS

POLK COUNTY CONSERVATION and BOLTON & MENK, INC.

This Agreement, made this 23rd day of December, 2024, by and between Polk Country Conservation, 12130 NW 128th St, Granger, IA 50109, ("CLIENT"), and BOLTON & MENK, INC., 1519 Baltimore Drive, Ames, IA 50010, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with the Equestrian Facility Storm Water Improvements project ("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 I - 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, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is 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 any 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 III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services. Total fees for the Services shall not exceed \$50,000.00 without the prior consent of CLIENT. See the attached Exhibit B for Schedule of Fees applicable to this Agreement.

TASK		PRICE
1	Topographic Survey and Mapping	\$ 9,200.00
2	Engineering Design	\$38,500.00
3	Permitting	\$ 2,300.00
Total:		\$50,000.00

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. 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.
4. 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 above 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.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, 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 the Total cost not to exceed fee or approved Additional Services].

7. Compensation for the scope of services stated in Exhibit A will be provided according to the following fees. The project will be invoiced monthly, with an hourly not to exceed fee as specified.

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 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 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 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 the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their 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 this Contract for a period of six years.

SECTION IV - 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 I, 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. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or

CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and 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. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.

2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT 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 or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. 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. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
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.

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 one (1) year or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, 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. 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; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K 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.
4. 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 III of this Agreement. 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 IV. H.

5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. 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.

M. 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.

N. 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 federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

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

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV 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.

Q. 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.

R. 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.

S. 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: Polk County Conservation

CONSULTANT: Bolton & Menk, Inc.

Signature

Printed Name

Date



Signature

Josh Pope, PE

Printed Name

12/23/2024

Date

(Remainder of this page intentionally left blank)

EXHIBIT A – SCOPE OF SERVICES

SCOPE OF SERVICES

The project is for the for the design of storm water improvements at the Jester Park Equestrian center, located in Granger, Iowa. The project is intended to increase the management of storm water in a way that limits impact to existing buildings and surrounding infrastructure.

BASIC SERVICES

The basic services anticipated as part of this Agreement include, topographic survey, site plan, storm water management design, and permitting. For purposes of this Project, Basic Services to be provided by CONSULTANT are as follows:

TASK 1: TOPOGRAPHIC SURVEY AND MAPPING

Subtask 1.1 Topographic Survey

Description: CONSULTANT will complete a topographic survey to provide base mapping, a digital terrain model, and utility information within the project corridor. Utility coordination will be completed to include utility information in the topographic survey. As directed by CLIENT, CONSULTANT will collect horizontal and vertical locations of existing storm sewer. The base map will be utilized as the basis and background for final design.

The CONSULTANT shall field locate utility locations established by others; excavating to expose buried utility is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). The includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

TASK 2: ENGINEERING DESIGN

Subtask 2.1 Preliminary Design

Description: CONSULTANT will provide preliminary layout and design of storm water management improvements. Preliminary plans and cost estimate will be provided to CLIENT for review. The design and plans will be completed in accordance with Iowa SUDAS standards.

Preliminary plans will include Title Sheet, Grading Plan, and Storm Sewer Plan & Profile, and detention area location.

It is estimated that the CONSULTANT will attend one (1) meeting with the CLIENT to review progress, assist in decision-making, and receive direction during the preliminary design phase.

Subtask 2.2 Final Design

Description: CONSULTANT will finalize design of the project and prepare final construction plans, specifications, and cost estimate.

The final plans will include all sheets from the preliminary plans, and may also include the following, as needed: Erosion Control Plan, Seeding & Vegetation Plan, Survey Reference Plan, Removals Plan, Traffic Control Plan, Construction Notes & Details.

It is estimated that the CONSULTANT will attend one (1) meeting with the CLIENT to review progress,

assist in decision-making, and receive direction.

Subtask 2.3 Storm Water Management Design

Description: CONSULTANT will complete storm water management design and documentation to meet the requirements of Article 8 within the Polk County Zoning Ordinance. It is assumed that the project will need to meet the applicability requirements of a Redevelopment. Subtask includes hydrologic and hydraulic analysis, storm water conveyance design, storm water detention design, and preparation of a storm water management plan in compliance with Article 8.

Subtask 2.4 Project Administration

Description: CONSULTANT will offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Subtask 2.5 Geotechnical Investigation

Description: CONSULTANT will coordinate a Geotechnical Subconsultant to obtain site sample analysis for use in design. Coordination will include providing a geotechnical subconsultant with coordinates for the location of up to two (2) soil borings before the drilling work, and coordinate with the Geotechnical Subconsultant during drilling regarding adjustment to the boring locations and sampling procedures so completed work provided sufficient geotechnical data. The Geotechnical Subconsultant will develop soil design parameters and prepare a Geotechnical Report. The Geotechnical Subconsultant will prepare a report summarizing the results of field exploration and laboratory test findings. This task will include efforts to incorporate geotechnical analysis and recommendations into the drainage and storm water management design elements.

TASK 3: PERMITTING

Subtask 3.1 SWPPP & NPDES GENERAL PERMIT #2

Description: CONSULTANT will prepare a SWPPP document and publish a public notice for NPDES GP#2. It will be the responsibility of the CLIENT to submit the Notice of Intent and pay the permit application fee.

Subtask 3.2 POLK COUNTY PERMITS

Description: CONSULTANT will prepare permits as required by Polk County, including the grading permit application and the minor site plan application.

ADDITIONAL SERVICES NOT INCLUDED

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the CONSULTANT shall furnish or obtain from others the following services:

1. Bidding Phase Services
2. Construction Administration Services
3. Applications for permits not explicitly listed above
4. Any Required Permit Fees

Exhibit B

2025 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing Rates
Senior Project Manager	\$181-258
Project Manager	\$130-238
Senior Project Engineer	\$151-196
Project Engineer	\$139-193
Design Engineer	\$115-180
Graduate Engineer	\$116-180
Architect	\$176-261
Senior Planner	\$145-199
Planner	\$117-146
Senior Landscape Architect	\$152-199
Landscape Architect	\$142-165
Landscape Designer	\$85-154
Licensed Project Surveyor	\$171-198
Graduate Surveyor	\$116-195
Survey Technician	\$75-190
Senior Technician	\$125-196
Technician	\$72-176
Specialist*	\$90-226
Practice Expert**	\$160-363
Senior Principal	\$209-320
Principal	\$162-286
Administrative/Corporate Specialists	\$66-156
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photocopying/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.

*Specialized role not classified above otherwise.

**Highly specialized and industry expertise unique to the market or area of discipline.

	Date	January 8, 2025
	Item No. Roll Call No. Submitted by:	ACTION 25-0111 Adam Fendrick Park Planner

AGENDA HEADING:

Postponing until next month's Board meeting the recommendation on the proposed Plans, Specifications, and Form of Contract, and Cost Estimate for the Fourmile Park Trailhead Project.

INFORMATION:

The Fourmile Park Trailhead project was publicly bid in November of 2024 and bids were opened on December 17th. The following day, and after four rounds of comments from the City of Des Moines over the past several months, we received additional comments from the City of Des Moines Permitting review team. These comments stated that all the public improvements portions of this project are required to be separated out into its own package and be accompanied with third party Contracts/Bonds signed between the Contractor, Polk County Conservation Board (PCCB), and the City of Des Moines.

Additionally, prior to bidding, small changes were made to the plans that were not reviewed by the Department of Transportation (DOT). The DOT has mentioned their concern with these changes and that they could jeopardize the project's State Recreational Trail (SRT) funding. Not wanting to lose this funding, it would be in our best interest to gain their concurrence on how to proceed. Due to the holidays, DOT staff were not available to review the bid results to provide their concurrence prior to the January 8th, 2025 PCCB meeting. For this reason, we will postpone the Board's decision on the status of the contract until we have further clarification on the impacts from the City's comments and we have DOT review recommendations.

FISCAL IMPACT:

Amount: NA

Funding Source: NA

PREVIOUS BOARD ACTION(S):

Date: March 11, 2024

Roll Call Number: 24-0311 (Yea – 5)

Action: Approving Award of Contract for the plans, specifications, form of contract documents, engineer's estimate, and designating the lowest responsible bidder for the construction of the Fourmile Mountain Bike Park project to Steele and Associates, Inc. in a contract amount of \$558,719.50 plus a 15% contingency. (PUBLIC HEARING AT BEGINNING OF MEETING)

RECOMMENDATION:

Postponing until next month's Board meeting the recommendation on the proposed Plans, Specifications, and Form of Contract, and Cost Estimate for the Fourmile Park Trailhead Project.

 POLK COUNTY CONSERVATION	Date	January 8, 2025
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 25-0112

AGENDA HEADING:

Action from Closed Session discussion of land acquisition opportunities.

INFORMATION:

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

FISCAL IMPACT: TBD

PREVIOUS BOARD ACTION(S):

Date:

RollCall:

Action:

RECOMMEDATION:

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