



BOARD MEETING

March 9, 2016

5:30 p.m.

Polk County Administration Bldg., Room 120
111 Court Ave., Des Moines

AGENDA

- 1) Roll Call
- 2) Public Comments
- 3) Financial Reports
- 4) Environmental Education Annual Report Presentation
- 5) E-Bike Discussion
- 6) Jester Park Nature Center Update
- 7) Action on the Minutes of the Previous Meeting(s)

CONSENT AGENDA

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

- 8) **Action on Bill List:** Approving February 2016 bill list
- 9) **Jester Park Nature Center, LAWCON Grant:** Approving submission of a Land and Water Conservation (LAWCON) fund grant for the Jester Park Nature Center Outdoor Streamscape
- 10) **Yellow Banks Park, Priest Property:** Ratifying boiler and water heater replacement at Priest Property, 4290 S.E. 76th Street, Runnells (Yellow Banks Park)
- 11) **Trails & Greenways Advisory Committee (TAG):** Approving reappointment of Ginger Soelburg and Chris McCarthy to an additional term on the Trails and Greenways Advisory Committee
- 12) **Easter Lake Park, Right of Entry - WRA:** Approving Temporary Right-Of-Entry Agreement for Easter Lake dredge pipe installation onto Des Moines Metropolitan Wastewater Reclamation Authority property
- 13) **Jester Park Nature Center, Fundraising:** Approving sponsorship opportunities and amounts for the Jester Park Nature Center

ACTION ITEMS

- 14) **Jester Park Golf Course, RFP:** Receive and file general overview of process for Jester Park Golf Course Requests For Proposals and requests one to two Board Members serve on the evaluation committee
- 15) **Park/Park Facility Naming Policy:** Receive and File Park/Park Facility Naming Policy
- 16) **Iowa Dept. of Natural Resources, Cooperative Agreement:** Approving five-year Cooperative Agreement with Iowa Department of Natural Resources to secure Iowa ecotype prairie seed for natural resource restoration efforts
- 17) **Grant Writing Services Contract:** Approve contract for grant writing services for an amount not to exceed \$20,000

BOARD DISCUSSION

- 18) Director's Report
- 19) Board Chair and Members' Remarks

CLOSED SESSION

- 20) Land Acquisition

ADJOURNMENT

Upcoming Events

- March 13: Volunteer Banquet, Jester Lodge
- March 23: All-Staff Meeting, 8:30 a.m., Jester Lodge
- April 21: Jester Park Nature Center Launch Announcement
- June 5: Great Outdoors Foundation Backwoods Challenge
- June 15: Great Outdoors Foundation Annual Best Shot Golf Tournament
- September 4: Glow Wild
- November 11: Buck Naked Need Dough - Locally Grown, Locally Brewed

The information identified on this agenda may be obtained in accessible formats by qualified persons with a disability. To receive information or to request an accommodation to participate in a meeting, hearing, service, program or activity conducted by this office, contact the Polk County Conservation Board Office, 11407 NW Jester Park Drive, Granger, 515-323-5300

2015- 2016 Revenue Budget

- as of 02/29/16 (66.67% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0213	Equipment	\$ 5,000	\$ 10,149	\$ (5,149)	203.0%
6006	Environmental Ed	\$ 56,000	\$ 15,326	\$ 40,674	27.4%
6009	Natural Resources	\$ 76,710	\$ 45,709	\$ 31,001	59.6%
6101	Administration	\$ 142,550	\$ 97,149	\$ 45,401	68.2%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ -	\$ -	\$ -	0.0%
6110	Parks Advocacy Unit	\$ 416,100	\$ 275,851	\$ 140,250	66.3%
6119	Construction/Maint.	\$ 1,000	\$ 102	\$ 899	0.0%
6124	Equestrian Center	\$ 300,000	\$ 162,568	\$ 137,432	54.2%
Sub-Total - General Fund 1		\$ 997,360	\$ 606,853	\$ 390,507	60.8%
REAP - Fund 26					
0211	Resource Enhancement	\$ 156,400	\$ 169,140	\$ (12,740)	108.1%
Reserve - Fund 50					
0210-0214	Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 2,612,500	\$ 380,790	\$ 2,231,710	14.6%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 215,100	\$ 171,745	\$ 43,355	79.8%
6123	JP Cabins	\$ 52,750	\$ 49,500	\$ 3,250	93.8%
Sub-Total - Enterprises Fund 286		\$ 267,850	\$ 221,245	\$ 46,605	82.6%
Grand Total - Conservation		\$ 4,034,110	\$ 1,378,028	\$ 2,656,082	34.2%

2015-2016 Expense Budget

- as of 02/29/16 (66.67% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0213	Equipment	\$ 158,500	\$ 82,035	\$ 76,465	51.8%
6006	Environmental Ed	\$ 393,701	\$ 278,267	\$ 115,434	70.7%
6009	Natural Resources	\$ 679,434	\$ 446,265	\$ 233,169	65.7%
6101	Administration	\$ 1,067,052	\$ 807,746	\$ 259,306	75.7%
6103	Community Outreach	\$ 220,271	\$ 143,088	\$ 77,183	65.0%
6104	Conservation Grants	\$ -	\$ -	\$ -	0.0%
6110	Parks Advocacy Unit	\$ 484,405	\$ 301,896	\$ 182,509	62.3%
6119	Construction/Maint.	\$ 1,277,837	\$ 863,541	\$ 414,296	67.6%
6124	Equestrian Center	\$ 448,161	\$ 435,437	\$ 12,724	97.2%
Sub-Total - General Fund 1		\$ 4,729,361	\$ 3,358,274	\$ 1,371,087	71.0%
General Supplemental - Fund 2					
All Units	Benefits (PERS/FICA/Ins, Etc.)	\$ 1,080,164	\$ 700,399	\$ 379,765	64.8%
Risk Management - Fund 3					
6100	Insurance,Med., Work. Comp.	\$ 96,300	\$ 95,622	\$ 678	99.3%
REAP - Fund 26					
0211	Resource Enhancement	\$ 127,651	\$ 90,891	\$ 36,760	71.2%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ 520,000	\$ -	\$ 520,000	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 4,433,000	\$ 1,902,396	\$ 2,530,604	42.9%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 265,000	\$ 53,475	\$ 211,525	20.2%
6123	JP Cabins	\$ 59,412	\$ 53,792	\$ 5,620	90.5%
Sub-Total - Enterprises Fund 286		\$ 324,412	\$ 107,267	\$ 217,145	33.1%
Grand Total - Conservation		\$ 11,310,888	\$ 6,254,848	\$ 5,056,040	55.3%

**PCWLL EXPENDITURES AS OF :
FEBRUARY 29, 2016**

SUB- LEDGER PROJECT	DECEMBER 2013 BOND		JUNE 2015 BOND		CONSTRUCTION COSTS		ENGINEERING & MISC. COSTS		ACTUAL CONSTRUCTION EXPENDITURES		ACTUAL ENGINEERING EXPENDITURES		ACTUAL MISCELLANEOUS EXPENDITURES		GRANT REVENUES AND DONATIONS		ACTUAL COSTS TO DATE		ACTUAL BALANCE REMAINING	
	ISSUANCE		ISSUANCE		CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS	CONTRACTED COSTS
C05-R003 GAY LEA WILSON TRAIL CONNECTION (DSM-ANKEN)	\$ 50,600	\$ -	\$ -	\$ -	\$ 885,171	\$ -	\$ 94,419	\$ -	\$ 828,048	\$ -	\$ 89,912	\$ -	\$ 175	\$ -	\$ (788,024)	\$ 130,113	\$ -	\$ (79,513)		
C06-6134 CBG SHAW ACQUISITION	\$ 432,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 691,636	\$ -	\$ -	\$ (258,860)	\$ 432,776	\$ -	\$ 0		
C08-6142 JESTER PARK CABINS	\$ 687,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 687,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 687,625	\$ -	\$ 0		
C11-6205 CVT CONNECTOR-BROADWAY TO BONDURANT	\$ 36,818	\$ 1,258,916	\$ -	\$ -	\$ 1,984,668	\$ -	\$ 131,607	\$ 1,954,413	\$ -	\$ 131,607	\$ -	\$ 7,262	\$ -	\$ (797,548)	\$ 1,295,734	\$ -	\$ (0)			
C12-6213 CBG WELL REPLACEMENT	\$ 73,859	\$ -	\$ -	\$ -	\$ 71,746	\$ -	\$ -	\$ 71,746	\$ -	\$ 150	\$ -	\$ 1,963	\$ -	\$ -	\$ 73,859	\$ -	\$ 0			
C12-6214 CBG OBSERVATION DECK	\$ 83,844	\$ -	\$ 5,196	\$ -	\$ -	\$ -	\$ 11,200	\$ 77,840	\$ -	\$ 11,200	\$ -	\$ -	\$ -	\$ -	\$ 89,040	\$ -	\$ (0)			
C12-6218 JP EQUIPMENT MAINTENANCE BLDG RELOCATION	\$ 420,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 420,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 420,241	\$ -	\$ (0)			
C12-6219 EC IMPROVEMENTS	\$ 10,671	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,553	\$ -	\$ 1,118	\$ -	\$ -	\$ -	\$ -	\$ 10,671	\$ -	\$ 0			
C12-6220 4-MILE CREEK BANK STABILIZATION	\$ 340,725	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ 22,500	\$ -	\$ -	\$ 20,309	\$ -	\$ -	\$ -	\$ -	\$ 20,309	\$ -	\$ 970,416			
C12-6221 JP CONSERVATION CENTER	\$ 2,404,200	\$ 1,595,800	\$ -	\$ -	\$ -	\$ -	\$ 1,445,722	\$ -	\$ -	\$ 831,285	\$ -	\$ 13,232	\$ -	\$ (679,491)	\$ 165,026	\$ -	\$ 3,834,974			
C12-6222 CBG MASTER PLAN	\$ 106,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,368	\$ -	\$ -	\$ 121,519	\$ -	\$ -	\$ -	\$ -	\$ 121,519	\$ -	\$ (15,519)			
C12-6223 ACKELSON TRAIL PHASE I (fkn EL Trail Phase I)	\$ 1,083,651	\$ -	\$ -	\$ -	\$ 903,781	\$ -	\$ 176,108	\$ 903,781	\$ -	\$ 176,108	\$ -	\$ 3,762	\$ -	\$ -	\$ 1,083,651	\$ -	\$ (0)			
C12-6224 ACKELSON TRAIL PHASE II (fka EL Trail Phase II)	\$ 187,922	\$ 227,871	\$ -	\$ -	\$ 1,043,238	\$ -	\$ 205,658	\$ 1,066,959	\$ -	\$ 218,505	\$ -	\$ 15,457	\$ -	\$ (532,000)	\$ 768,920	\$ -	\$ (353,127)			
C12-6225 ACKELSON TRAIL PHASE III (fka EL Trail Phase III)	\$ -	\$ 498,000	\$ -	\$ -	\$ -	\$ -	\$ 159,534	\$ 11,238	\$ -	\$ 82,258	\$ -	\$ -	\$ -	\$ -	\$ 93,496	\$ -	\$ 404,504			
C12-6226 FDM POND IMPROVEMENTS & SEDIMENT BASIN	\$ 854,903	\$ -	\$ -	\$ -	\$ 723,989	\$ -	\$ 132,209	\$ 769,399	\$ -	\$ 136,036	\$ -	\$ 23,164	\$ -	\$ (200,000)	\$ 728,599	\$ -	\$ 126,304			
C12-6227 FDM PARK IMPR-SHELTER/TRAILS/PENINSULA	\$ 81,179	\$ 1,332,169	\$ -	\$ -	\$ -	\$ -	\$ 59,245	\$ -	\$ -	\$ 167,223	\$ -	\$ 127,010	\$ -	\$ -	\$ 294,233	\$ -	\$ 1,119,115			
C12-6228 JP PARK IMPROVEMENTS-CAMP AREA #2 ELECTRIC	\$ 410,000	\$ -	\$ -	\$ -	\$ 336,945	\$ -	\$ 29,200	\$ 336,945	\$ -	\$ 30,450	\$ -	\$ 15,516	\$ -	\$ -	\$ 382,911	\$ -	\$ 27,089			
C12-6229 HTT CONNECTOR TO GLW (fka Neal Smith)	\$ 9,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,800	\$ -	\$ -	\$ 11,204	\$ -	\$ -	\$ -	\$ -	\$ 11,204	\$ -	\$ (1,404)			
C12-6230 TM CAMP CREEK STABILIZATION	\$ 1,097,465	\$ -	\$ -	\$ -	\$ 876,665	\$ -	\$ 194,600	\$ 867,694	\$ -	\$ 198,000	\$ -	\$ 113	\$ -	\$ -	\$ 1,065,807	\$ -	\$ 31,658			
C12-6231 TM PARK IMPROVEMENTS& SHOWER HOUSE	\$ 119,000	\$ 725,000	\$ -	\$ -	\$ -	\$ -	\$ 57,630	\$ -	\$ -	\$ 57,553	\$ -	\$ 226	\$ -	\$ (1,205)	\$ 56,574	\$ -	\$ 787,426			
C12-6232 YB PARK IMPROVEMENTS	\$ 87,000	\$ 290,000	\$ -	\$ -	\$ -	\$ -	\$ 173,450	\$ 8,043	\$ -	\$ 47,640	\$ -	\$ 113	\$ -	\$ -	\$ 55,797	\$ -	\$ 321,203			
C12-6233 TRAIL IMPROVEMENTS ALL AREAS	\$ 100,000	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 25,725	\$ -	\$ 12,000	\$ 3	\$ -	\$ -	\$ -	\$ 37,728	\$ -	\$ 412,272			
C12-6234 JP ENTRANCE RELOCATION	\$ 586,000	\$ 660,000	\$ -	\$ -	\$ 279,839	\$ -	\$ 73,050	\$ 319,689	\$ -	\$ 80,235	\$ -	\$ 3,186	\$ -	\$ -	\$ 403,109	\$ -	\$ 842,891			
C12-6235 CBG WOOSLEY PROPERTY-NO SALE	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200	\$ -	\$ -	\$ 2,200	\$ -	\$ (1,000)			
C12-6236 CBG MENDENHALL ACQUISITION	\$ 676,267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 681,167	\$ -	\$ -	\$ 681,167	\$ -	\$ (4,900)			
C12-6237 CXT VAULT TOILETS	\$ 75,000	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,268	\$ -	\$ -	\$ 167,268	\$ -	\$ 87,732			
C12-6238 CBG WETLANDS/DRAINAGE RESTORATION	\$ 104,476	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 102,626	\$ -	\$ -	\$ 94,293	\$ -	\$ 30	\$ -	\$ -	\$ 94,323	\$ -	\$ 360,153			
C12-6239 YB DAM REPAIRS	\$ 797,000	\$ -	\$ -	\$ -	\$ 775,964	\$ -	\$ 112,525	\$ 775,964	\$ -	\$ 112,507	\$ -	\$ 9,626	\$ -	\$ -	\$ 898,097	\$ -	\$ (101,097)			
C12-6240 BEAVER CREEK LAND ACQUISITION	\$ 93,469	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457	\$ -	\$ 93,012	\$ -	\$ -	\$ 93,469	\$ -	\$ 0			
C12-6242 ROAD & PARKING LOT RESURFACING ALL AREAS	\$ 200,000	\$ 830,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,237	\$ -	\$ 829,763			
C12-6243 CAMP CREEK-MILLER/RIST LAND ACQUISITION	\$ 342,197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342,197	\$ -	\$ -	\$ 342,197	\$ -	\$ -			
C12-6244 CBG AIRPORT 16 ACQUISITION	\$ 75,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,588	\$ -	\$ -	\$ 75,588	\$ -	\$ -			
C12-6245 YB ALITZ PROPERTY ACQUISITION	\$ 298,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 298,950	\$ -	\$ -	\$ 298,950	\$ -	\$ 0			
C12-6246 CBG FREELAND LAND ACQUISITION	\$ 204,437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 204,437	\$ -	\$ -	\$ 204,437	\$ -	\$ -			
C12-6247 CBG AIRPORT 60 LAND ACQUISITION	\$ 238,687	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 246,099	\$ -	\$ -	\$ 246,099	\$ -	\$ (7,412)			
C12-6248 CBG EVERLY PROPERTY-NO SALE APPRAISAL ONLY	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ 1,200	\$ -	\$ -			
C12-6249 BROWN'S WOODS TRAILHEAD IMPROVEMENTS	\$ 90,700	\$ -	\$ -	\$ -	\$ 48,320	\$ -	\$ 5,000	\$ 89,387	\$ -	\$ 5,225	\$ -	\$ 33,221	\$ -	\$ -	\$ 127,832	\$ -	\$ (37,132)			
C12-6250 YB PREIST PROPERTY ACQUISITION	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321,640	\$ -	\$ -	\$ 321,640	\$ -	\$ (320,140)			

PCWLL EXPENDITURES AS OF :

FEBRUARY 29, 2016

SUB-LEDGER PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	CONSTRUCTION COSTS	ENGINEERING & MISC. COSTS	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C12-9999 MISC MINOR IMPROVEMENTS	\$ 78,633	\$ 150,000	\$ -	\$ -	\$ -	\$ 23,600	\$ 43	\$ -	\$ 23,643	\$ 204,990
C12-9999 CONSTRUCTION EQUIPMENT & SUPPLIES	\$ 291,367	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 320,426	\$ -	\$ 320,426	\$ 120,941
C13-6251 OVERALL PROGRAM MANAGEMENT	\$ 40,000	\$ -	\$ -	\$ 47,000	\$ -	\$ 43,095	\$ -	\$ -	\$ 43,095	\$ (3,095)
C13-6252 EL LODGE CONSTRUCTION	\$ 35,000	\$ 365,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
C13-6253 TM ACCESSIBLE TRAIL AROUND POND	\$ 175,000	\$ -	\$ 90,357	\$ -	\$ 94,351	\$ -	\$ 70,987	\$ -	\$ 165,338	\$ 9,662
C13-6254 TM OVERLIN PROPERTY ACQUISITION	\$ 74,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,257	\$ -	\$ 74,257	\$ -
C13-6255 MALLY'S STREAMBANK STABILIZATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ 400	\$ (400)
C13-6256 PCWLL PUBLIC AWARENESS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,356	\$ -	\$ 4,356	\$ (4,356)
C13-6258 NATURAL AREA RESTORATIONS	\$ 20,000	\$ 440,000	\$ -	\$ -	\$ -	\$ -	\$ 8,481	\$ -	\$ 8,481	\$ 451,519
C13-6259 JP CAMP STORE	\$ -	\$ -	\$ -	\$ 4,250	\$ -	\$ 4,200	\$ -	\$ -	\$ 4,200	\$ (4,200)
C13-6261 ANKENY HTT EXTENSION TO DSM	\$ 28,566	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ 3,073,585	\$ (2,165,000)	\$ 908,585	\$ 19,981
C13-6262 EL J.C. WHITE PROPERTY	\$ 187,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 279,895	\$ (92,209)	\$ 187,685	\$ (0)
C13-6263 MALLY'S CVT & GLW TRAIL CONNECTOR	\$ -	\$ 307,017	\$ -	\$ 54,384	\$ 76,659	\$ 42,529	\$ 10,544	\$ -	\$ 129,731	\$ 177,286
C13-6265 YB BANE PROPERTY	\$ 238,325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 263,124	\$ -	\$ 263,124	\$ (24,799)
C14-6268 EL DIKES/DREDGING/WATER QUALITY	\$ 25,000	\$ 1,400,000	\$ -	\$ 753,800	\$ 166,916	\$ 612,022	\$ 37,863	\$ (220,440)	\$ 596,361	\$ 828,639
C14-6269 FDM OUTDOOR CLASSROOM	\$ 11,201	\$ 100,000	\$ -	\$ 7,908	\$ -	\$ -	\$ 12,873	\$ -	\$ 12,873	\$ 98,328
C14-6270 EL COVERED BRIDGE IMPROVEMENTS	\$ 40,000	\$ -	\$ 57,220	\$ -	\$ 56,920	\$ -	\$ 5,794	\$ -	\$ 62,714	\$ (22,714)
C14-6271 CBG KAL-DEN FARMS PROPERTY	\$ 143,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,590	\$ (43,500)	\$ 100,090	\$ 43,860
C14-6272 EL RAIN GARDENS	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 24,673	\$ (12,604)	\$ 12,069	\$ 7,931
C14-6274 CONSERVATION CORPS	\$ -	\$ 201,600	\$ 201,600	\$ -	\$ -	\$ -	\$ 124,298	\$ -	\$ 124,298	\$ 77,302
C14-6275 GWT-BILL RILEY TRAIL/FEASIBILITY STUDY	\$ -	\$ 44,804	\$ 136,783	\$ 35,750	\$ 115,666	\$ 35,750	\$ 44	\$ -	\$ 151,460	\$ (106,656)
C14-6276 CBG SMITH PROPERTY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,425	\$ -	\$ 155,425	\$ (155,425)
C14-6277 WATER QUALITY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,731	\$ -	\$ 2,731	\$ (2,731)
C15-6278 CBG HALE POND REPAIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 226	\$ -	\$ -	\$ 226	\$ (226)
C15-6281 TM PROPERTY #13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475	\$ -	\$ 475	\$ (475)
LAND ACQUISITIONS	\$ 71,946	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,071,946
GLW TRAIL CONNECTION TO MALLY'S	\$ 33,800	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 283,800
WATERSHED MANAGEMENT AUTHORITY	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
BEAVER CREEK WATERSHED IMPROVEMENTS	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
JESTER PARK CAMPGROUND #1 IMPROVEMENTS	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
	\$ 13,969,680	\$ 15,971,373	\$ 8,416,286	\$ 4,209,542	\$ 9,935,039	\$ 3,398,614	\$ 7,992,915	\$ (5,790,881)	\$ 15,535,687	\$ 14,405,366

2014/2015 ANNUAL REPORT

Environmental Education





“THE KIDS LEARN SO MUCH ABOUT EARTH MATERIALS AND HAVE SO MUCH FUN THEY DO NOT EVEN REALIZE THAT THEY ARE LEARNING WHAT THEY NEED TO BE.”

3rd grade teacher



YEAR AT A GLANCE

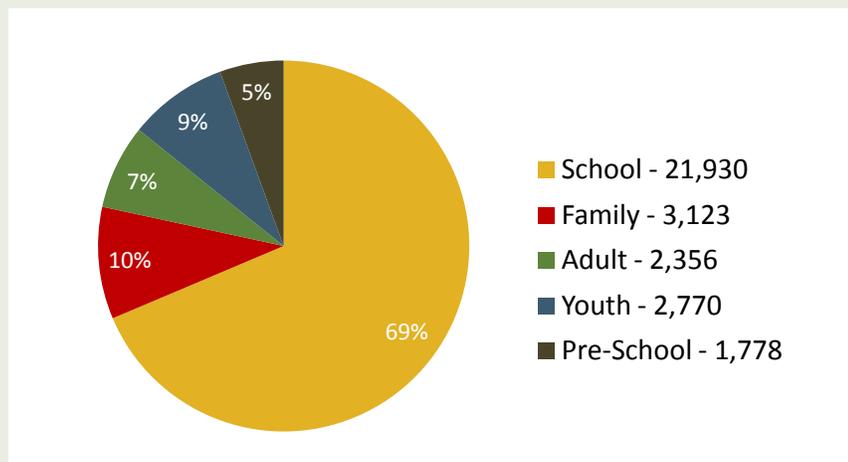
From July 1, 2014 to June 30, 2015, the Environmental Education staff connected with various audiences for a total of 38,685 hours.

	PROGRAMS	PARTICIPANTS	CONTACT HOURS
SCHOOL	1141	21,930	25,577
FAMILY	81	3,123	3,092
ADULT	63	2,356	6,796
YOUTH	139	2,770	2,194
PRESCHOOL	86	1,778	1,026
TOTALS	1,510	31,957	38,685

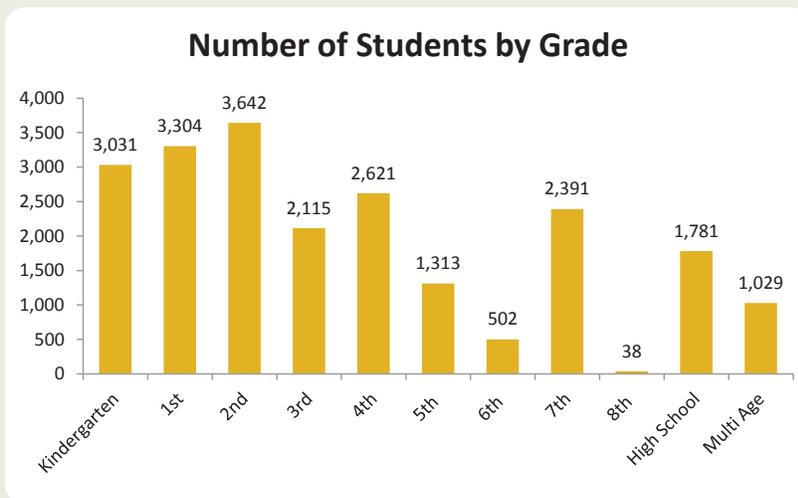
Contact hours are the amount of time each individual spends with a naturalist. Example: If a two hour program has 10 participants, the contact hours equal 20.

Spending more time with participants can provide a higher impact. The goal is quality verses quantity.

31,957 TOTAL PROGRAM PARTICIPANTS



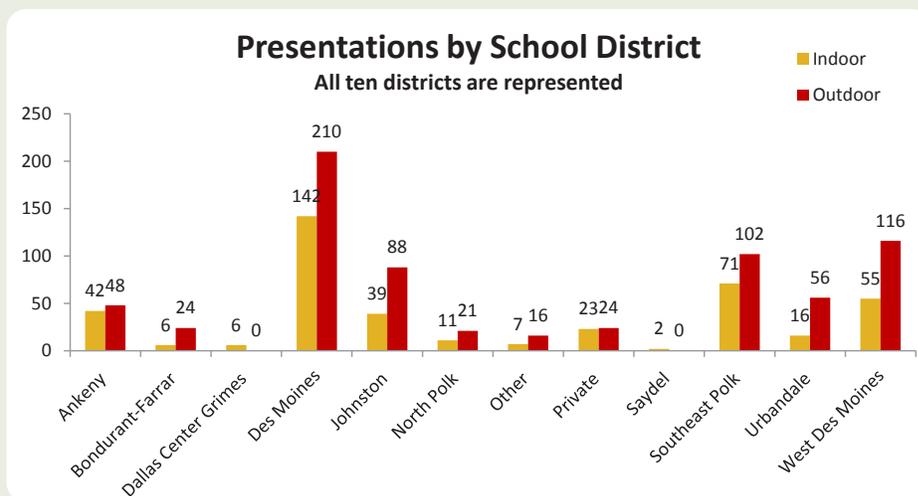
SCHOOL PROGRAMS



Students analyze and interpret data they collect during a pond study at Jester Park

School programs are the major focus of the environmental education unit. We continue to work to align our classroom presentations and field trips with Next Generation Science Standards. This allows teachers to provide hands-on field trip experiences. Classroom programs and field trips help students meet learning objectives while having fun.

125 FIELD TRIPS, INVOLVING 711



* Other includes home school groups and schools outside Polk County

When asked, "What did you like best about your Polk County Conservation program?", one 4th grade teacher commented:

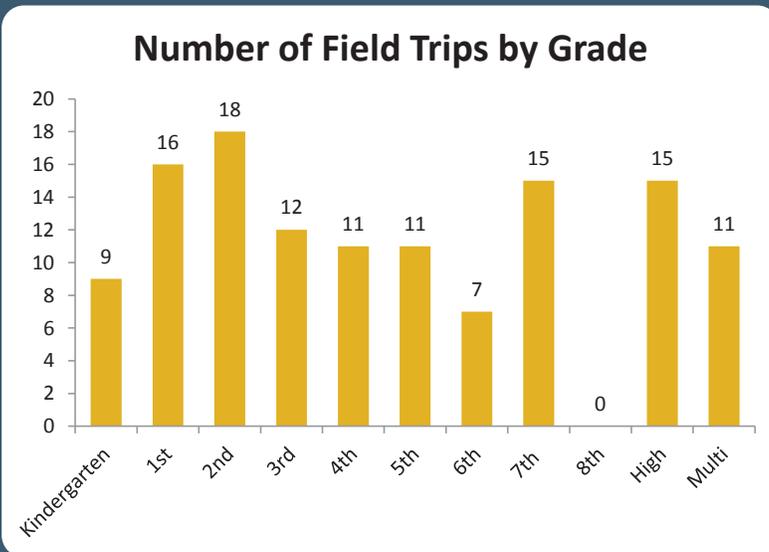
"THE FIELD TRIP DOES AN EXCELLENT JOB OF COVERING CONTENT WITHIN THE HABITAT. IN ADDITION, THEY WERE FLEXIBLE IN USING CONTENT WE NEEDED THEM TO COVER."



▲ Jordan Creek students canoeing the oxbows at Chichaqua Bottoms Greenbelt.

PROGRAMS & 8,959 STUDENTS

Number of Field Trips by Grade



SCHOOL FIELD TRIPS

A total of 125 field trips, involving 702 programs and 8,959 students, were conducted during the 2014-15 school year. With some schools having difficulty with bus funding, the Great Outdoors Foundation provides a limited number of school bus scholarships. During the past year, 21 buses were funded allowing almost 1,400 students to experience nature in Polk County Parks.

PUBLIC PROGRAMS

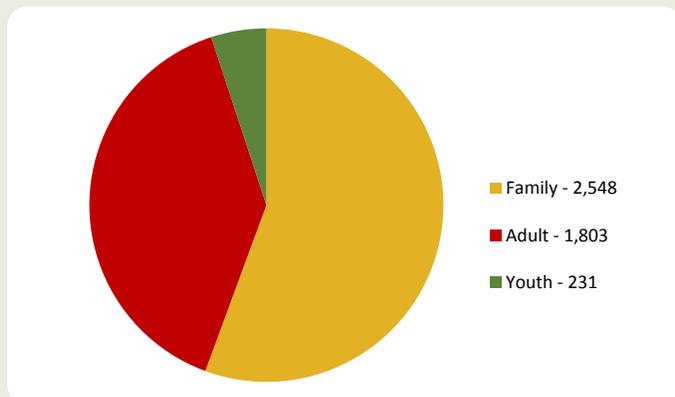
SPECIAL EVENTS

1,448 people attended special events. These events often involve partnerships and have multiple programs taking place at one time. Event partners are in parentheses.

- Iowa Outdoor Expo at Des Moines Izaak Walton League (Iowa DNR and Des Moines Izaak Walton League)
- Youth Waterfowl Fun Day at Chichaqua Bottoms Greenbelt (Iowa DNR and Ducks Unlimited)
- Walk for Wildlife at Chichaqua Bottoms Greenbelt (Greater Des Moines Volkssport Association)
- Bald Eagle Watch at Jester Park/ Saylorville Lake (Army Corps of Engineers – Saylorville Lake, Iowa DNR and Dallas County Conservation)
- Senior Fishing Derby at Easter Lake Park (Polk County Senior Services)
- Pollination Celebration at Easter Lake Park (Blank Park Zoo and Reiman Gardens)



PUBLIC PROGRAMS ATTENDANCE 4,582



YOUTH PROGRAMS

- Four, week-long summer camps connected youth to the outdoors through hands-on learning activities and adventures
- A day-long survival skills spring break camp taught fire building, archery, and geocaching
- Thirteen “summer skill” programs helped engage 179, 10-16 year olds in fun physical activities like canoeing, kayaking and geocaching.



FAMILY PROGRAMS

- Presented eleven Nature’s Story Hour and Nature Playdates in various PCC parks
- Co-sponsored Nature Friends, a parent/child program, with West Des Moines Park and Recreation and Des Moines Izaak Walton League
- Twenty-three youth became “Junior Naturalists” by attending multiple programs and doing independent nature activities
- Programs during spring and winter break were popular with families
- Ten “Discover Your Parks” programs were offered to help introduce families to the parks in their community. Each program averaged 25 people

ADULT PROGRAMS

- Continued growth of O.W.L.S. (Older Wiser Livelier Seniors) monthly program, average attendance was 80 people
- Conducted six eco-bus tours, for a total of 297 participants
- Led a paddling adventure trip to the Buffalo River in Arkansas
- Facilitated four “Book Worms” (environmental book club) programs during the winter
- Led a weekend backpacking trip to Yellow River State Forest
- Hosted music in the park at the Jester Park Amphitheater on holiday weekends
- Led multiple rain barrel construction workshops and kayaking programs



SOCIAL MEDIA

Social media is an easy and effective way to connect to the public. The data below reflects the ever increasing number of methods and users.

- Twitter followers 405
- Facebook followers 1,949
- Pinterest followers 257
- E-Newsletter subscribers 9,774
- YouTube total views 7,428
- Guide by Cell
 - prompts dialed 2,827
 - new dialers 1,687
 - hours of messages heard . . . 71
- Quick Response (QR)
 - code views 112



Environmental
Education

ANNUAL HIGHLIGHTS

GRANTS RECEIVED

Received \$24,680 for a Resource Enhancement and Protect/Conservation Education Program (REAP/CEP) grant titled Pollination Celebration. This grant educated participants on the importance of pollinators. Partners included the Blank Park Zoo, Reiman Gardens, Polk Soil and Water Conservation District, Polk County Master Gardeners and Central Campus School. The goal was to educate 1,000 people about pollinators and actions they can take to help prevent the decline. This was the second year in a row that our grant ranked first.



MEDIA RELATIONS

- Interview with WHO-Radio - Sportsman's Notebook on mammals of Iowa
- Interview with WOI-TV about mosquito populations and control
- Interview with WHO-Radio on the importance of pollinators
- Edited four television commercials promoting outdoor recreation. This was a joint promotional campaign with Mills Fleet Farm.



SPECIAL PROJECTS

- Maintain Jester Park bird blind
- Update 56 Guide by Cell messages and 12 QR codes
- Provide 11 Park Packs for free check out to families and youth groups
- Write bi-monthly Ask the Naturalist news columns in the Bull's Eye Newspaper and Polk County Senior Bulletin
- Maintain Jester Park Natural Playscape and Elk/Bison Education Plaza
- Publish Nature News three times a year
- Participate in Jester Park Nature Center fundraising and interpretive display planning



STAFF:

- Patrice Petersen-Keys, Environmental Education Coordinator
- Heidi Anderson, Naturalist
- Joe Boyles, Naturalist
- Lori Foresman-Kirpes, Naturalist
- Lewis Major, Naturalist
- Beth Waage, Seasonal Naturalist

OUTREACH

- Presented Pollination Celebration at the National Association of Interpreters Conference
- Orienteering and survival presentations at OJ (Outdoor Journey) for Girls. This program introduces 12-15 year old girls to outdoor skills
- Bat presentation at Mysteries of the Castle at the Salisbury House, a family friendly day filled with education and fun
- Iowa State University Taking the Road Less Traveled on careers in conservation sponsored by the Women in Science and Engineering
- Presented programs to ten local libraries assisting with their reading programs
- Provided programming opportunities to local civic and professional organizations
- Presented results of the REAP/CEP Watershed grant to Iowa Association of Naturalist conference and at Winter Solstice



PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in regular session on Wednesday, February 10, 2016. The meeting was called to order at 5:31 p.m.

- #16-0201 Roll Call
- Members Present: Levis, Cataldo, Northway
Members Absent: Smith, Johnson
- #16-0202 Public Comments
None
- #16-0203 Financial Reports
No comments.
- #16-0204 Doug Sheeley, Natural Resources Supervisor, and Lael Neal, Natural Resources Tech., gave a presentation to the Board on the seed collection process that occurs at Chichaqua Bottoms Greenbelt.
- #16-0205 Leopold gave update on Jester Park Nature Center and status of fundraising. He announced April 21 will be the launch date for the project.
- #16-0206 **MOVED BY** Levis to approve the January 13, 2016 meeting minutes.
Vote Yea: Cataldo, Levis, Northway

CONSENT AGENDA

- #16-0207 **MOVED BY** Cataldo to approve the January 2016 bill list.
Vote Yea: Northway, Cataldo, Levis
- #16-0208 **MOVED BY** Cataldo to approve the amended Bylaws of the Polk County Conservation Board.
Vote Yea: Northway, Cataldo, Levis
- #16-0209 **MOVED BY** Cataldo to approve the bid estimate in the amount of \$19,784, a contingency of \$1,978 for a total cost not to exceed \$21,762, and authorizing the Board Chair to sign the Bid Estimate with Rogers Septic LLC for septic system installation at Yellow Banks Park campground #2.
Vote Yea: Northway, Cataldo, Levis

- #16-0210 **MOVED BY** Cataldo to receive and file Polk County Conservation Equestrian Center Barn Rules.
 Vote Yea: Northway, Cataldo, Levis
- #16-0211 **MOVED BY** Cataldo to approve Consent to Easement with the U.S. Army Corps of Engineers for the installation, operation, and maintenance of the dredging pipe for Easter Lake and authorize the Board Chair to sign.
 Vote Yea: Northway, Cataldo, Levis

ACTION ITEMS

Public Hearing was held on Chichaqua Bottoms Greenbelt, Shaw East and West Wetland Restoration Project. No comments.

- #16-0212 **MOVED BY** Levis to approve award of contract for the Chichaqua Bottoms Greenbelt Shaw East and West Wetland Restoration project to McAninch Corporation with a base bid of \$198,077.58 and 25% contingency/change order of \$49,519.40 for a total amount not to exceed \$247,596.98 as recommended by our engineer and Board authorization for the Chair to sign same upon Legal review and approval.
 Vote Yea: Levis, Northway, Cataldo
- #16-0213 **MOVED BY** Cataldo to approve the employment offer to Michael Sledd for the Parks Superintendent position with a starting pay rate of \$73,989.60.
 Vote Yea: Cataldo, Levis, Northway
- #16-0214 **MOVED BY** Levis to approve the presented FY 2016/17 Equipment/ Vehicle Replacement Program and by this reference made a part hereof subject to the FY 2016/17 operating budget certification by the Board of Supervisors for the FY 2016/17 Polk County budget on or before March 15, 2016.
 Vote Yea: Northway, Cataldo, Levis

BOARD DISCUSSION

- #16-0215 Director's Report
- Budget Update
- #16-0216 Board Chair and Members' Remarks
 No comments

Adjournment

Meeting adjourned at 6:45 p.m.



Date

March 9, 2016

Item No. CONSENT
Roll Call No. 16-0309
Submitted by: Kami Rankin
Community Outreach
Supervisor

AGENDA HEADING:

Approving submission of a Land and Water Conservation (LAWCON) fund grant for the Jester Park Nature Center Outdoor Streamscapes and approving the Chair to sign Part 1 – Resolution on Acquisition or Development for Outdoor Recreation of the application.

SYNOPSIS:

The Board is being asked to sign a resolution approving the submission of a LAWCON grant for the amount of \$150,000 that is due March 15, 2016. A 50% match is required from Polk County Conservation (PCC) for this grant. These matching funds will come from Polk County Water & Land Legacy Bond funds.

FISCAL IMPACT:

Amount: \$150,000 (PCCB match)

Funding Source: Polk County Water & Land Legacy Bond Funds

ADDITIONAL INFORMATION:

PCC is seeking a grant for \$150,000 from the Land and Water Conservation Fund (LAWCON) for the Jester Park Nature Center Outdoor Streamscapes. The grant deadline is Tuesday, March 15, 2016. A 50% match is required from PCC. These matching funds will come from the \$4 million dollars that is already earmarked for the project from PCWLL. The Streamscapes project is outlined in the attached Project Proposal.

PREVIOUS BOARD ACTION(S):

Date: March 19, 2014

Roll Call Number: 2d

Action: Approved recommendation and vote record **(5 Yeas and 0 Nays)**

RECOMMENDATION:

Approving submission of a Land and Water Conservation (LAWCON) fund grant for the Jester Park Nature Center Outdoor Streamscapes and directs the Chair to sign Part 1 – Resolution on Acquisition or Development for Outdoor Recreation of the application.

For more information on this and other agenda items, please Polk County Conservation Office at 515-323-5300 or visit the office (11407 NW Jester Drive, Granger, Iowa). Polk County Conservation Board 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 pccb_info@polkcountyiowa.gov or request to receive meeting notices and agendas by email by calling the office or sending their request via email to cynthia.lentz@polkcountyiowa.gov

**IOWA DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND**

Applications Due March 15th
GRANT APPLICATION AND APPLICANT INFORMATION

1. PROJECT

Project Title: _____
Project 911 Address: _____

2. TYPE OF PROJECT

Acquisition Development Combination # of Acres Acquired: _____

3. APPLICANT CONTACT INFORMATION

Agency: _____ Contact Person: _____
Email: _____ Telephone #: _____
Applicant Mailing Address: _____ DUNS #: _____
City & Zip Code: _____ County: _____

4. DESCRIPTION & COSTS

Project Description: (Maximum of 100 words summarizing the project and use of LWCF Funds)

Project Costs (Including Required 50% Cash Match):

Federal LWCF Funds Requested: \$ _____

Local Share:

 Source: _____ \$ _____

 Source: _____ \$ _____

 Donations: _____ \$ _____

Total Project Cost: \$ _____

5. OWNERSHIP OF PROJECT SITE & PREVIOUS LWCF GRANTS AT SITE

Date Project Site Acquired: _____ (Development Projects Only)

Previous LWCF Grants Awarded at Project Site Yes No

If yes, List Project Numbers: _____

6. SIGNATURE

Upon signing in the space provided, the Applicant agrees to conform with the Americans with Disabilities and Civil Rights Acts, as well as keeping the Project Site open to the public for outdoor recreation in perpetuity and completing the 5 Year Post Completion Inspection Reports.

_____ Applicant Signature and Date

_____ Applicant Name and Title

PROJECT PROPOSAL

PART I- RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

County: _____

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

Site Name: _____ and the State Iowa.

Site Address: _____

Project Title: _____

Total Estimated Cost: \$ _____

Brief Description of Project:

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

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

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

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

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

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

_____ at a legal meeting held on this _____ Day

of _____, 20 _____.

(signature)

(signature)

(title)

(title)

	Date	March 9, 2016
	Item No. Roll Call No. Submitted by: Wayne Johnson Construction Maintenance Manager	CONSENT 16-0310

AGENDA HEADING:

Ratifying boiler and water heater replacement at 4290 S.E. 76th Street, Runnells (Yellow Banks Park).

SYNOPSIS:

Ratify previous electronic Board action to replace the old boiler and water heater located at the Yellow Banks Park property residence (4290 S.E. 76th Street, Runnells).

FISCAL IMPACT:

Amount: \$11,775.00

Funding Source: Polk County Water and Land Legacy finds.

ADDITIONAL INFORMATION:

The old boiler and water heater in the recently acquired land adjacent to and now a part of Yellow Banks Park residence was inspected last fall. At that time it was determined the units were beyond repair and needed to be replaced. Staff decided to winterize the house and wait until the future use of the house was determined. Recently with the hiring of the new Park Superintendent, Michael Sledd was offered temporary housing as a part of his employment offer while looking for a permanent home.

Staff has determined that this particular property would make a great rental due to its location on the edge of the parkland and near a pond. Future plans will the desire to construct some additional rental cabins along the pond and adjacent to the existing residential structure. Staff received 3 quotes to replace the boiler and water heater. Bell Brothers was the low quote of \$11,775. The other responses were from Schaal Heating and Cooling quoting \$14,000 and Thrasher quoting \$16,900. The Board was polled electronically on Tuesday February 16, 2016 to expedite the installation for a move in date of March 5, 2016 and supported moving forward with award of this bid.

PREVIOUS BOARD ACTION(S):

Date: Tuesday, February 16, 2016

Roll Call Number: N/A

Action: Board Members Polled Electronically; (5 - Yea and 0 Nays)

RECOMMENDATION:

Ratify the action of 5 Yea electronic votes taken on Tuesday February 16, 2016 to accept the quote from Bell Brothers in the amount of \$11,775 to replace the boiler and water heater in the Priest property residence, Yellow Banks Park.

	Date	March 9, 2016
	Agenda Item No. CONSENT Roll Call No. 16-0311 Submitted by: Loren Lown Parks and Natural Areas Planner	

AGENDA HEADING:

Approving reappointment of Ginger Soelburg and Chris McCarthy to an additional term on the Trails and Greenways Advisory Committee.

SYNOPSIS:

Both Ginger and Chris have been exceptional representatives on the Trails and Greenways Advisory Committee (TAG) and have indicated a willingness to continue as Polk County representatives for an additional term.

FISCAL IMPACT: N/A

Amount:

Funding Source:

ADDITIONAL INFORMATION:

Ginger is a retired school teacher and active in multiple volunteer and service projects and committees. Chris works for Iowa Health Systems and is an avid cyclist and outdoorsman. Both Committee Members have been an asset to the TAG Committee and I anticipate that their future contributions will be valued as well.

PREVIOUS BOARD ACTION(S):

Date: October 9, 2013

Roll Call Number: Item #10

Action: Approved appointing Ginger Soelburg, Craig Stafford and Chris McCarthy as representatives to the Trails and Greenways Committee to represent Polk County Conservation for a two year term beginning in November of 2013 and further direct staff to continue investigating potential committee members and return two additional recommendations for board consideration at our regularly scheduled December meeting. **(5-Years; 0-Nays)**

RECOMMENDATION:

Approving reappoint of Ginger Soelburg and Chris McCarthy to an additional term of two years to represent Polk County Conservation on the Trails and Greenways Advisory Committee

For more information on this and other agenda items, please Polk County Conservation Office at 515-323-5300 or visit the office (11407 NW Jester Drive, Granger, Iowa). Polk County Conservation Board 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 pccb_info@polkcountyiowa.gov or request to receive meeting notices and agendas by email by calling the office or sending their request via email to cynthia.lentz@polkcountyiowa.gov

	Date	March 9, 2016
	Item No. Roll Call No. Submitted by:	CONSENT 16-0312 Douglas C. Romig Deputy Director

AGENDA HEADING:

Approving Temporary Right-Of-Entry Agreement for Easter Lake dredge pipe installation onto Des Moines Metropolitan Wastewater Reclamation Authority property.

SYNOPSIS:

Approval of Temporary Right-Of-Entry Agreement with the Des Moines Metropolitan Wastewater Reclamation Authority for laying of dredge pipe for the Easter Lake dredging contract retroactive to January 27, 2016.

FISCAL IMPACT:

Amount: \$1.00

Funding Source: Polk County Water & Land Legacy Bond

ADDITIONAL INFORMATION:

In order to complete the wet dredge of Easter Lake, Polk County Conservation's contractor, Dredge America, requires access across property owned by the Des Moines Metropolitan Wastewater Reclamation Authority (WRA). A Temporary Right-Of-Entry Agreement has been prepared to allow temporary access to WRA property for the purposes of completing the construction of the Easter Lake Dredging Project allowing for the use/placement of equipment, pipes, vehicles or other personal property for the project.

PREVIOUS BOARD ACTION(S):

Date: February 10, 2016

Roll Call: 16-0211

Action: Approval of consent to easement with U.S. Army Corps of Engineers for Easter Lake dredge pipe placement and maintenance. **(3 - Yeas; 2 - Absent)**

Date: December 17, 2015

Roll Call: 15-1202

Action: Award of Easter Lake dredging contract to Dredge America in the amount of \$5,877,083. **(3 - Yeas; 2 - Absent)**

RECOMMENDATION:

Approving Temporary Right-Of-Entry Agreement for Easter Lake dredge pipe installation and maintenance effective retroactively to January 27, 2016 with the Des Moines Metropolitan Wastewater Reclamation Authority.

For more information on this and other agenda items, please Polk County Conservation Office at 515-323-5300 or visit the office (11407 NW Jester Drive, Granger, Iowa). Polk County Conservation Board 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 pccb_info@polkcountyiowa.gov or request to receive meeting notices and agendas by email by calling the office or sending their request via email to cynthia.lentz@polkcountyiowa.gov

Prepared by: Nanci McMickle, Real Estate Compliance Officer, City of Des Moines, WRA Operating Contractor, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891 (515) 283-4524
Return to: Des Moines Metropolitan Wastewater Reclamation Authority (WRA), 3000 Vandalia Road, Des Moines, IA 50317
Project: Easter Lake Dredging

TEMPORARY RIGHT-OF-ENTRY

The Des Moines Metropolitan Wastewater Reclamation Authority, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA") for and in consideration of One and No/100 Dollar (\$1.00), to be paid by the Polk County Conservation Board (hereinafter referred to as the "Grantee"), does hereby grant to the Polk County Conservation Board a Temporary Right-of-Entry under, over, through and across the following described property:

POLK COUNTY DISTRICT/PARCELS: 010/06018-003-000, 010/06016-002-000,
010/06020-002-000, 010/06029-002-000, and 010/06021-003-000

Which property is also depicted on the attached Exhibit "A" (hereinafter referred to as the "Property") for the limited purpose of allowing the Grantee, its agents, contractors and employees access thereto for the purposes of completing the construction of the Easter Lake Dredging Project (hereinafter referred to as the "Project"). The said Right-of-Entry shall be for the limited purpose of allowing personnel and equipment thereon to complete the Project.

1. CONDITIONS.

- a) Grantee's contractor is required to obtain advanced written approval from the WRA Engineering Department prior to placing any equipment, pipes, vehicles or other personal property for the Project within the Property.
- b) If, for any reason, the WRA should need to perform emergency repairs on the basin, its sewers or any structures within the Property, the necessity of said emergency repairs which shall solely be determined by the WRA's discretion, Grantee's contractor shall temporarily or permanently relocate their facilities at no cost to the WRA within forty eight (48) hours of notification from the WRA. In extreme cases as determined solely by the discretion of the WRA, the WRA may relocate the contractor's facilities at Grantee's sole cost and expense, and without any damages to WRA.
- c) Upon completion of construction of the phase of the Project, Grantee shall restore the Property to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by Grantee during the course of construction.

2) **DURATION.** It is understood and agreed that this grant allowing entry in, upon and onto the Property shall be in effect beginning on the date that the WRA signs this document until completion of construction of the phase of the Project requiring use of the Property.

3) **COMPENSATION.** It is a condition of this grant that the consideration paid by the Grantee for this Right-of-Entry shall constitute compensation only for the temporary rights herein granted.

- 4) **REMOVAL OF EQUIPMENT**. It is further understood and agreed that Grantee will remove all of its equipment, pipes, vehicles or other personal property for the Project from the Property within 10 days after completion of the phase of the Project requiring use of the Property.
 - 5) **SPECIAL PROVISIONS**. NONE.
 - 6) **INSURANCE/RELEASE OF LIABILITY**. Grantee agrees to purchase and maintain insurance in accordance with the insurance requirements set forth in Exhibit "B" to protect the Grantee and the WRA throughout the duration of this Temporary Right-of-Entry. Grantee shall not commit any act which shall invalidate any policy of insurance. Grantee shall defend, indemnify and hold harmless the WRA in accordance with the indemnification requirements set forth in Exhibit "B". Grantee shall be subject to all terms and provisions set forth in Exhibit "B" and the exhibits thereto.
-

ACCEPTANCE BY WRA:

By: _____
Scott Hutchens, WRA Director

Approved As To Form:

Lisa A. Wieland, Assistant City Attorney

**ACCEPTANCE BY POLK COUNTY
CONSERVATION BOARD:**

By: _____
Title: _____

EXHIBIT B

WRASTANDARD ACCESS AGREEMENT– MAJOR INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

The GRANTEE shall purchase and maintain insurance to protect the GRANTEE and WRA throughout the duration of the Agreement to which these Requirements are attached (hereinafter “Agreement”). Said insurance shall be provided by an insurance company(ies), “admitted” and “nonadmitted” to do business in the State of Iowa, having no less than an A. M. Best Rating of “B+.” All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the WRA. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the WRA prior to Agreement execution or commencement of GRANTEE’S use or occupancy of WRA property including that of GRANTEE’S officers, agents, employees, contractors, subcontractors, and any other party working for, through, or on behalf of GRANTEE.

The Des Moines Metropolitan Wastewater Reclamation Authority (“WRA”) hereby reserves the right to revise and enforce the requirements in this Attachment over the term of this Agreement but only after providing GRANTEE at least sixty (60) days advance written notification of any such change

2. INSURANCE REQUIREMENTS

A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The GRANTEE shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage, both written with State of Iowa statutory limits. ***Waiver of Subrogation in favor of the WRA is required.***

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The GRANTEE shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground – XCU (when applicable). ***Waiver of Subrogation in favor of the WRA is required.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form).

C. UMBRELLA/EXCESS LIABILITY INSURANCE: The Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies. ***Waiver of Subrogation in favor of the WRA is required.***

- D. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their non-ISO equivalents. GRANTEE'S insurance shall be primary to that of the WRA and noncontributory to any other insurance or similar coverage available to the WRA whether the other available coverage is primary, contributing or excess.
- E. GOVERNMENTAL IMMUNITY ENDORSEMENT: The General Liability Insurance policy shall include the WRA Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier "Waiver of Immunity" endorsements are not acceptable.

DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY'S GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the WRA as Additional Insured does not waive any of the defenses of governmental immunity available to the WRA under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The WRA shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the WRA.
 4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the WRA under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the WRA.
 5. No Other Change in Policy. The insurance carrier and the WRA agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
- F. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the WRA with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. ***Written notifications shall be sent to: WRA, 3000 Vandalia road, Des Moines, Iowa 50317.***
- G. WAIVER OF SUBROGATION: To the fullest extent permitted by law, GRANTEE hereby releases the WRA, including its elected and appointed officials, agents, employees

and volunteers and others working on its behalf from and against any and all liability or responsibility to the GRANTEE or anyone claiming through or under the GRANTEE by way of subrogation or otherwise, for any loss without regard to the fault of the WRA or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The GRANTEE'S policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the WRA including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.

- H. PROOF OF INSURANCE: The GRANTEE shall provide to the WRA a Certificate(s) of Insurance evidencing all required insurance coverage as provided in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items". Copies of compliant Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements shall be submitted with the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required. ***Mail Certificate of Insurance to: Des Moines, Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317.***
- I. AGENTS, CONTRACTORS AND SUBCONTRACTORS: The GRANTEE shall require that any of its agents, contractors and subcontractors who perform work and/or services on behalf of the GRANTEE purchase and maintain the types of insurance customary to the services being provided.
- J. RESPONSIBILITY FOR THE PROPERTY OF OTHERS – GRANTEE shall assume full responsibility for all loss or damage from any cause whatsoever to any property brought onto WRA property that is owned or rented by GRANTEE, or any of GRANTEE'S employees, agents, contractors, subcontractors or any other party working for, through, or on behalf of GRANTEE.

3. **INDEMNIFICATION REQUIREMENTS**

For purposes of this Section 3, the term "WRA" means the Des Moines Metropolitan Wastewater Reclamation Authority and its elected and appointed officials, agents, employees and volunteers, and others working on its behalf. To the fullest extent permitted by law, GRANTEE agrees to defend, pay on behalf of, indemnify, and hold harmless the WRA against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the WRA by reason of any injury or loss, including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with the Agreement and/or GRANTEE'S use or occupancy of WRA property including that of GRANTEE'S officers, agents, employees, contractors, subcontractors and others under the control GRANTEE.

GRANTEE'S obligation to indemnify the WRA contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The WRA shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by GRANTEE arising out of or in any way connected or associated with the Agreement and/or GRANTEE's use or occupancy of WRA property including that of GRANTEE'S officers, agents, employees, contractors, subcontractors and others under the control GRANTEE, except to the extent caused by or resulting from the negligence of the WRA.

GRANTEE expressly assumes responsibility for any and all damage caused to WRA property arising out of or in any way connected or associated with the Agreement and/or GRANTEE'S use or occupancy of WRA Property including that of GRANTEE'S officers, agents, employees, contractors, subcontractors and others under the control GRANTEE.

GRANTEE shall ensure that its activities on WRA property will be performed and supervised by adequately trained and qualified personnel, and GRANTEE will observe all applicable safety rules.

EXHIBIT A

DES MOINES RIVER

DP 010/06021-003-000

DP 010/06029-002-000

DP 010/06016-002-000

DP 010/06020-002-000

DP 010/06018-003-000

SE Brooks Dr

E Watrous Ave

SE 34th St

Lakeland Ct

Lakewood Ln

Evergreen Ave

EASTER LAKE

SE 30th Ct

E Watrous Ave



	Date	March 9, 2016
	Item No. Roll Call No. Submitted by:	CONSENT 16-0313 Richard Leopold Director

AGENDA HEADING:

Approving sponsorship opportunities and amounts for the Jester Park Nature Center.

SYNOPSIS:

Approval of sponsorship opportunities and amounts for the Jester Park Nature Center to be used by the Jester Park Nature Center Fundraising Committee.

FISCAL IMPACT:

Amount: \$2,780,000 (Detailed list attached)

Funding Source: Revenues to be deposited into the Great Outdoors Foundation account dedicated to the capital campaign for the Jester Park Nature Center.

ADDITIONAL INFORMATION:

The Jester Park Nature Center Fundraising Leadership Team has established a list of fundraising sponsorship opportunities related to the construction of the Jester Park Nature Center. As a part of this review/approval process, the Leadership Team is seeking Polk County Conservation Board approval regarding the various amenities and associated dollar amounts so that work can continue to raise a total of \$2.78 million towards the construction of the Nature Center.

PREVIOUS BOARD ACTION(S): N/A

RECOMMENDATION:

Approving the Robert E. Jester Nature Center sponsorship opportunities and amounts.

For more information on this and other agenda items, please Polk County Conservation Office at 515-323-5300 or visit the office (11407 NW Jester Drive, Granger, Iowa). Polk County Conservation Board 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 pccb_info@polkcountyiowa.gov or request to receive meeting notices and agendas by email by calling the office or sending their request via email to cynthia.lentz@polkcountyiowa.gov



Robert E. Jester Nature Center Sponsorship Opportunities 2/10/16

Area / Room / Amenity	Amount	Interested or Confirmed Sponsor
Building Naming Rights	\$350,000	Sponsored
Building Sponsorship	\$250,000	Sponsored
Outdoor Campus		
Outdoor Event Plaza (Add Alternate)	\$250,000	Open
Outdoor Streamscape (Add Alternate)	\$200,000	Open
Flagpole	\$25,000	Open
Welcome Sign Off Entrance Road	\$75,000	Open
Prairie Art Nature Trail	\$75,000	Open
Firepit Gathering Area	\$50,000	Open
Outpost / Prairie Reconstruction	\$75,000	Open
Art Piece for Front of Nature Center	\$25,000	Open
Indoor Upper Level		
Great Hall / Inspirational Viewing Area	\$100,000	Sponsored
Prairie Observation Terrace	\$100,000	Open
Art Alcove	\$50,000	Open
Board Room	\$50,000	Open
Smartboard - Program Video Touchboard	\$40,000	Open
Entryway Information Center	\$25,000	Open
Indoor Lower Level		
Discovery Kids Zone / Nature Center Displays	\$150,000	Open
Prairie Display	\$40,000	Open
Woodland Display	\$40,000	Open
Wetland Display	\$40,000	Open
Live Animal Display	\$50,000	Sponsored
Environmental Education Learning Wing	\$200,000	Open
Exploration Hall	\$50,000	Sponsored
Environmental Education Classroom #1	\$60,000	Open
Environmental Education Classroom #1	\$60,000	Open
Environmental Education Classroom #1	\$60,000	Open
Junior Naturalist Nook	\$25,000	Open
Outdoor Recreation Center		
Building Sponsorship	\$125,000	Open
Outdoor Recreational Rental Center	\$50,000	Sponsored
Outdoor Skills Education Area	\$40,000	Open
Outdoor Rec. Equipment (snowshoes, canoes/kayaks, skis, fishing poles, etc.)	\$25,000	Open
Indoor Archery Range	\$25,000	Open
Total	\$2,780,000	Confirmed Sponsored = \$850,000

	Date	March 9, 2016
	Item No. Roll Call No. Submitted by:	ACTION 16-0314 Douglas C. Romig Deputy Director

AGENDA HEADING:

Jester Park Golf Course Requests For Proposals process.

SYNOPSIS:

Receive and file general overview of process for Jester Park Golf Course Requests For Proposals for the operations and management of the Jester Park Golf Course effective January 1, 2018.

FISCAL IMPACT: TBD

Amount:

Funding Source: Revenue from awarded Proposer deposited into Golf Enterprise Fund

ADDITIONAL INFORMATION:

Polk County Conservation Board (PCCB) owns and leases the operations of the Jester Park Golf Course, Clubhouse, and Learning & Practice Facility. Built in 1970 on 200 acres contiguous to Jester Park, this golf course was named Iowa Golf Association 18-Hole Golf Course of the Year in 1988 and has received and maintained its Audubon Cooperative Sanctuary certification. It is the intent of the Board that the successful Proposer be committed to the management and maintenance of this facility at the very highest level and continue to provide an exceptional golf experience at an affordable, competitive market price.

In addition to the management and maintenance of the Jester Park Golf Course complex, the successful Proposer will incorporate the mission of PCCB in all of its activities, "To provide the citizens of Polk County with quality outdoor recreation, conservation education, and the long-term protection of Polk County's natural heritage." Examples would be to maintain the criteria related to the designation of the Jester Park Golf Course as an Audubon Cooperative Sanctuary and to preserve water quality and natural resources in this environmentally sensitive environment.

Currently Polk County Conservation (PCC) operates Jester Park Golf Course and Learning Center through a management agreement with H.G. Golf Properties, LLC. The existing management contract expires on December 31, 2017. A recommendation of the successful proposer from the Requests For Proposals (RFP) shall be presented to the Polk County Conservation Board at their August 10, 2016, Board meeting allowing for contract negotiations and a reasonable transition period for the awarded Proposer.

Staff has identified needed capital improvements to enhance the golf course operations. These include:

I) Relocation of Practice & Learning Center (driving range)

Polk County Conservation is in the process of developing a Nature Center Campus located on the Southwest section of Jester Park which is adjacent to the current Practice & Learning Center. Our desire is to relocate the amenity along N.W. Jester Park Drive bringing it closer to the clubhouse. This will increase use and management of

this Practice & Learning Center. In order to accomplish this initiative several par-3 holes will need to be relocated within Jester Park.

This change will allow Polk County Conservation to expand its \$10.4 million Nature Center campus to create an immersion experience for Polk County residents by converting the existing driving range into prairie.

II) Replacement of Irrigation System

The current irrigation system, while functional is in need of replacement and the awarded proposer should anticipate designing the new system along with the development of item #1 above (Practice & Learning Center (driving range)).

III) Clubhouse remodel

The existing clubhouse while structurally sound needs to be updated and expanded to allow for on-site indoor event space for golf outings. Polk County owns and operates a Lodge within Jester Park that has an occupancy rate for 250 people. The intent of the Clubhouse remodel would be to expand the interior event space to hold up to 145 people and an expansion of the kitchen to provide a more robust menu for our patrons.

IV) Signature Hole

While Jester Park Golf Course provides a great golf experience, it does not have a signature hole. Polk County Conservation would like to work with the awarded Proposer to identify and develop a signature hole in addition to making improvements throughout the course (bunkers, berms, tree plantings, etc.).

Proposals will be reviewed and evaluated by an Evaluation and Selection Committee. Each proposal will be evaluated on how well the proposer addresses the requirements of the RFP. Points will be assigned as follows to each proposal. The proposal that best addresses the expectations of Polk County Conservation in each of the evaluation categories shall receive the maximum points available for that category. At Polk County Conservation's discretion, proposers with the highest total evaluation points may proceed to an interview stage, if desired by Polk County Conservation, after which the interviewed proposers will be re-evaluated in light of additional information received.

<u>Criteria</u>	<u>Value</u>
1. Compensation to PCCB	30 pts.
2. Business plan, staffing levels, marketing ideas, capital improvements	30 pts.
3. Environmental practices	20 pts.
4. History of company, proposer's experience and reputation	10 pts.
5. References, client list, complexity of events (outings, banquets)	10 pts.
 Total Points Available	 100 pts.

COMPENSATION FORMULA SCORING

Polk County Conservation Board shall establish the RFP Compensation score as follows:

Highest payment total to PCCB = full point value

2nd highest payment total to PCCB = 2nd highest payment/highest payment X 25

Example:

Point Value: 30 maximum points (example)

Formula:	\$10,000 annually (highest payment)	= 30 pts.
	\$8,000 annually (second highest payment)	= 20 pts.
	$(\$8,000/\$10,000) \times 25 = 20$	

The Evaluation Committee shall be comprised of one to two Board Members, Polk County Conservation Deputy Director, Jester Park Golf Course Men's and Women's League Chairs and a private Professional Golf Association (PGA) Professional.

PREVIOUS BOARD ACTION(S):

Date: September 17, 2007

Roll Call: #3a

Action: Authorize the PCCB Director to sign the Golf Course Management Agreement and transition plan with HG Golf Properties contingent upon review of Agreement by attorneys representing both parties and contingent upon no substantive changes. **(4 - Yeas, 1 Bd Member seat vacant)**

RECOMMENDATION:

Receive and file general overview of process for Jester Park Golf Course Requests For Proposals (RFP) and requests one to two Board Members serve on the Jester Park Golf Course RFP Evaluation Committee.

For more information on this and other agenda items, please Polk County Conservation Office at 515-323-5300 or visit the office (11407 NW Jester Drive, Granger, Iowa). Polk County Conservation Board 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 pccb_info@polkcountyiowa.gov or request to receive meeting notices and agendas by email by calling the office or sending their request via email to cynthia.lentz@polkcountyiowa.gov

	Date	March 9, 2016
	Item No. Roll Call No. Submitted by:	ACTION 16-0315 Douglas C. Romig Deputy Director

AGENDA HEADING:

Receive and File Park/Park Facility Naming Policy

SYNOPSIS:

Receive and file draft policy for Polk County Conservation Board consideration regarding process and authority to name parks and park facilities.

FISCAL IMPACT: N/A

Amount:

Funding Source:

ADDITIONAL INFORMATION:

With recent and future actions by the Polk County Conservation Board regarding the acquisition of lands and development of park amenities within existing parks, Polk County Conservation has an opportunity to provide naming rights. A draft policy regarding the process to establish naming rights for parks and/or park amenities has been created for the Board's consideration. Said policy is attached to this communication and staff will request the Board take official action regarding this policy at their April 13, 2016 meeting.

PREVIOUS BOARD ACTION(S): N/A

RECOMMENDATION:

Receive and File draft Naming Policy for Board action at their April 13, 2016 meeting.

For more information on this and other agenda items, please Polk County Conservation Office at 515-323-5300 or visit the office (11407 NW Jester Drive, Granger, Iowa). Polk County Conservation Board 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 pccb_info@polkcountyiowa.gov or request to receive meeting notices and agendas by email by calling the office or sending their request via email to cynthia.lentz@polkcountyiowa.gov

PARK/PARK FACILITY NAMING POLICY

Issued By: **Polk County Conservation Board**

Issue Date: **April, 2016**

I. General

The Polk County Conservation Board retains the exclusive right to name or rename Polk County Conservation managed land and facilities in accordance with this policy. Naming rights allow for the potential to generate revenues to Polk County Conservation for this right.

II. Procedure

Consideration of a proposal for the naming or renaming of Polk County Conservation managed land or facilities shall be submitted as follows:

A) *Public-Initiated Requests:*

A letter of request must first be submitted to the Polk County Conservation Board. The letter of request shall state the reason for the request and supply specific information regarding the proposed name(s), site location, and other relevant information. The letter of request shall include a brief explanation or biography of the person(s) or event to be honored and a justification of why the park or facility is being recommended for specific naming or renaming. Upon receipt of the letter of request the matter will be placed on the subsequent Board agenda as a Receive and File item and refer back to the Director for consideration and a formal recommendation to the Board at their next regularly scheduled meeting.

B) *Board/Staff-Initiated Requests:*

The Director or a Board Member may place or sponsor a request for naming or renaming on the Board agenda in accordance with the procedural rules of the Polk County Conservation Board in order for the Board to consider. Referrals shall supply specific information regarding the proposed name(s), site location, and other relevant information, and shall include a brief explanation or biography of the person(s) or event to be honored and a justification of why the park or facility is being recommended for specific naming or renaming.

C) *Staff Review and Verification:*

Within thirty (30) days of Board referral, staff as designated by the Director will research and verify all information submitted in the request in accordance with the naming considerations and criteria set forth below in Section III.

Within ninety (90) days of Board referral, the Director shall submit staff's findings and extent of public support for, and public opposition to, the proposed name, and will make a recommendation regarding the request and place said item on the Board agenda for consideration and approval or denial of the request.

D) *Public Participation:*

Public notice (non-published) will be given and the item will be placed on the Board's agenda for the naming or renaming proposal at the scheduled Board meeting. Notice of said naming will be provided a minimum of ten (10) days prior to the Board meeting.

E) *Approval; Installing or Replacing Signage:*

If the naming or renaming request is approved, the cost of producing, installing, maintaining and replacing the signs with the new name may be required to be paid for

by the person or organization requesting the name change prior to such work being undertaken by Polk County Conservation. If required, the maintenance funding shall be provided by donation to Polk County Conservation of a maintenance fund in an amount established by Polk County Conservation to be necessary for maintaining said sign for at least ten (10) years. All signage is subject to Board approval and must conform with Polk County Conservation's integrated signage program.

III. Naming Options; Considerations and Criteria for Naming:

The naming or renaming of Polk County Conservation managed parks or facilities may be, but is not limited to, in honor of individuals, living or deceased, who have made significant and outstanding contributions of services, land, funds or goods to conservation, Polk County, nation, world; and persons, places, or events of historical or cultural significance. Naming recognition is subject to future change/reconsideration by the Board in the event that the recognition becomes damaging to Polk County Conservation's reputation, or contradictory to applicable law, as determined by Polk County. When evaluating naming or renaming requests, consideration should be given to the following criteria:

- Overall benefit to Polk County Conservation
- Positive reflection on Polk County
- Purpose and Mission of Polk County Conservation
- Proposed name is well known to all citizens and/or acknowledged by other national, state or local community organizations for lasting significance
- Citizen input and support for name change/commemoration
- No duplication of names or repeated recognition of a specific person or group

In addition, in the event of naming or renaming requests related to significant donations of funds, services or land, a written gift and naming agreement shall be entered into between the Polk County Conservation Board and honored donor, or person or entity providing the donation, prior to or upon approval of the naming request. Such agreement shall state that naming recognition is subject to future change/consideration by Polk County Conservation in the event that the recognition becomes damaging to Polk County Conservation reputation, or contradictory to applicable law, as determined by Polk County. The written agreement may also include an appropriate time limitation on the honorary donor naming, and may set minimum condition amount guidelines for naming purposes.

IV. Exceptions:

- A) Parks and facilities shall not be named or renamed in honor of any Polk County employee, Board of Supervisor or Polk County Conservation Board member until at least two years following the end of their employment/term with the County.
- B) This policy of naming or renaming parks and facilities shall not preclude the appropriate acknowledgement of assistance, financial or otherwise, from organizations or individuals in the construction, operation or maintenance of Polk County Conservation managed lands and facilities, such as placing plaques or signs identifying the organization or individual who made a donation to the project or naming of a minor component of a structure, for example one room of a facility, or a non-fixture component of a facility, for example, a bench, tree, or playground, etc.

	Date	March 9, 2016
	Item No. Roll Call No. Submitted by:	ACTION 16-0316 Mark Dungan Natural Resources Manager

AGENDA HEADING:

Approving five-year Cooperative Agreement with Iowa Department of Natural Resources to secure Iowa ecotype prairie seed for natural resource restoration efforts.

SYNOPSIS:

Approval of five-year Cooperative Agreement with Iowa Department of Natural Resources to harvest/secure Iowa ecotype prairie seed in a 1:3 match for restoration of natural resource areas within Polk County Conservation managed lands.

FISCAL IMPACT:

Amount: \$85,000 (Not to exceed annual amount)
 \$31,000 (Rice head seed combine attachment estimate)
 \$45,000 (labor estimate)
 \$ 9,000 (administration estimate)

Funding Source: Polk County Water & Land Legacy Bond

ADDITIONAL INFORMATION:

Pheasants Forever is working cooperatively with the Iowa Department of Natural Resources (IDNR) to secure a rice head prairie seed combine attachment and labor to harvest Iowa ecotype prairie seed. In exchange for financial assistance towards the purchase of the rice head seed combine attachment and labor to harvest Iowa's ecotype prairie seed, IDNR, shall provide a value three times the amount of the costs associated with the purchase of equipment, labor and administration in prairie seed to Polk County Conservation to be used for natural resource restoration efforts at Polk County Conservation managed lands.

PREVIOUS BOARD ACTION(S): N/A

RECOMMENDATION:

Approving Cooperative Agreement between Polk County Conservation and the Iowa Department of Natural Resources for a term of five-years in an amount not to exceed \$85,000 annually and authorizing the Board Chair to sign said Agreement on behalf of the Polk County Conservation Board upon Legal review and approval.

For more information on this and other agenda items, please Polk County Conservation Office at 515-323-5300 or visit the office (11407 NW Jester Drive, Granger, Iowa). Polk County Conservation Board 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 pccb_info@polkcountyiowa.gov or request to receive meeting notices and agendas by email by calling the office or sending their request via email to cynthia.lentz@polkcountyiowa.gov

**IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER**

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

Polk County Conservation Board

IN WITNESS THEREOF, the parties hereto have entered into this Cooperative Agreement on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Bruce Trautman, Deputy Director

Polk County Conservation Board

By: _____ Date: _____
Connie Johnson, Polk County Conservation Board Chair

For DNR use only:	
<ol style="list-style-type: none"> 1. Retain the original contract in the project file and send a hardcopy with the first invoice. 2. a) Fax contract to 515-725-8201 (check one box below before faxing) OR b) Email scanned copy to your Division's Contract Rep: 	
DIVISION	DIVISION CONTRACT REP
<input type="checkbox"/> Conservation & Recreation	Kim.Rasler@dnr.iowa.gov
<input type="checkbox"/> Director's Office	Karen.Fynaardt@dnr.iowa.gov
<input type="checkbox"/> Environmental Services	Jerah.Sheets@dnr.iowa.gov
<p>If you do not have faxing or scanning/emailing capabilities, you may mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: (your respective bureau's contract rep), 502 East 9th Street, Des Moines, IA 50319.</p>	

COOPERATIVE AGREEMENT - SPECIAL CONDITIONS

This Cooperative Agreement is entered into between the Iowa Department of Natural Resources (DNR), Polk County Conservation Board (PCCB) and Pheasants Forever, Inc. (PF). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Cooperative Agreement. DNR's address is Wallace State Office Building, 502 East 9th Street, Des Moines, IA 50319.

PCCB is authorized to enter into this Cooperative Agreement. PCCB's address is 11407 NW Jester Park Drive, Granger, IA 50109.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of modifications, as follows:

DNR Project Manager:

Bill Johnson
DNR Prairie Resource Unit Biologist
2820 Brushy Creek Road
Lehigh, IA 50557
(515) 543-8319 (phone)
(515)-725-8202 (fax)
Email: William.Johnson@dnr.iowa.gov

PCCB Project Manager:

Mark Dungan
Natural Resources Manager
Polk County Conservation
11407 NW Jester Park Drive
Granger, IA 50109
(515) 323-5358 (phone)
(515) 249-9338 (cell)
(515) 323-5354 (fax)
Email: Mark.Dungan@polkcountyiowa.gov

Section 2 STATEMENT OF PURPOSE

2.1 Statutory Authority. DNR enters into this Cooperative Agreement based on statutory authority provided in Iowa Code sections 455A.2 and 456A.24.

2.2 Purpose. The DNR and PCCB both have a goal of restoring high quality prairie habitat for the benefit of water quality and wildlife habitat. The DNR produces high quality local ecotype prairie seed and PCCB has land that has been dedicated to prairie reconstruction and has a need for DNR's high quality prairie seed. The parties therefore have agreed upon the following:

- DNR shall provide prairie seedings to PCCB;
- PCCB shall provide funding for equipment and labor to harvest prairie seed

This work will assist the DNR and PCCB in achieving their missions.

Section 3 DURATION OF COOPERATIVE AGREEMENT

3.1 Term of Cooperative Agreement. The term of this Cooperative Agreement shall be 5 years in duration and shall commence on March 1, 2016, unless terminated earlier in accordance with the Termination section of this Cooperative Agreement. However, this Cooperative Agreement shall not begin until it has been signed by all parties.

Section 4 DEFINITIONS

“Task Milestone Date” shall mean a deadline for accomplishing a Task required by this Cooperative Agreement.

Section 5 STATEMENT OF WORK – RESPONSIBILITIES OF THE PARTIES

5.1 The responsibilities of PF shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p>Task 1: DNR shall purchase a rice stripper head or other harvest or cleaning equipment for ownership by the DNR. Funds for any equipment purchase will come from funds generated by seed delivered to PCCB.</p>	<p>Purchase and provide equipment each year.</p>
<p>Task 2: IDNR shall utilize 1-3 temporary positions</p> <p>Description: IDNR shall utilize 1-3 temporary employees (Prairie Specialists) for a term of 8 months to 1 year each year during this Cooperative Agreement to work on activities that are in support of the DNR Wildlife Bureau’s Prairie Resource Unit (PRU) Mission in production and harvest of local ecotype prairie seed. PCCB shall provide funds for these positions. In completing this task, IDNR shall ensure:</p> <ul style="list-style-type: none"> a. Supervise the employees throughout the term of this Cooperative Agreement. b. Pay each Prairie Specialist a wage of \$13.00/hr. to \$15.00/hr., depending on experience of the candidates, and require a standard work week of 40 hours worked per week. c. Provide the Prairie Specialists with standard PF benefits that are customarily available to other PF employees of a similar status or nature. d. Provide annual and other periodic, regular job-related training opportunities to the individuals. e. Work with DNR to provide office space, phone, internet access, and office supplies for the Prairie Specialists to use. 	<p>Hire each year by May 15th.</p>

<p>f. Ensure that these Prairie Specialists assist DNR with the harvest and cleaning of local ecotype prairie seed.</p>	
<p>Task 3: DNR shall provide daily oversight to employees to accomplish mission:</p> <p>Description: DNR is not the employer of these individuals, but DNR shall work with employer to ensure the position description as well as the work assignments of these individuals conform to the DNR’s mission.</p>	<p>DNR shall complete the obligations described above throughout the term of this Cooperative Agreement. Any review of position descriptions or work assignments shall be completed within 30 days or deemed granted.</p>
<p>Task 4: Creation of priorities for each Prairie Specialist and monitoring day-to-day work.</p> <p>Description: In partnership with DNR, PCCB, and other partners, shall provide the Prairie Specialists, in writing, the short and long term goals of the position within 30 days of employment. The DNR PRU shall set the priorities of each Prairie Specialist regarding wildlife related principles and practices and technical duties that they will perform. The DNR PRU shall work with PF to determine and set the priorities for each position. The DNR PRU shall monitor the day to day work of the Prairie Specialists, including short and long term goals, which will be created in cooperation with DNR, and PCCB. If issues arise that cannot be easily addressed by DNR PRU staff, the Prairie Specialist shall work with DNR PRU to address the issue.</p>	<p>Ongoing</p>
<p>Task 5: DNR shall provide the structure within which the Prairie Specialists shall work.</p> <p>Description: The DNR’s PRU shall provide regular communication with program staff including DNR permanent staff, Prairie Specialists, and other temporary and partnership positions. In consultation with other stakeholders the DNR PRU shall communicate statewide priorities which are used to seek out funding opportunities, staffing needs, and staff time priorities. The DNR PRU shall coordinate the accomplishment reports, training opportunities, and special events.</p> <p>Prairie Specialists will be invited to trainings and other continuing education opportunities when they are available to DNR PRU staff. This includes DNR PRU meetings, the DNR Wildlife Bureau Statewide meeting, and local DNR district meetings. This will help to keep the Prairie Specialists engaged with others in the wildlife community and informed on new research and techniques.</p>	<p>Ongoing</p>

<p>Task 6: DNR PRU staff shall propagate, harvest and clean local ecotype prairie seed, with the assistance of the Prairie Specialists.</p>	<p>Ongoing</p>
<p>Task 7: Before seed allocation to PCCB, DNR shall determine the value of the seed. PCCB shall approve value of seed before accepting seed from the DNR.</p>	<p>Seed value shall be determined by adding the retail price of 3 commercial seed producers and dividing that value by 3.</p>
<p>Task 8: DNR shall provide local ecotype native prairie seed to PCCB per their annual request. In the event that requests for specific species cannot be met in full or part, equal value of alternative species - determined cooperatively by the PRU Biologist and the PCCB Natural Resources Manager (or his designee) shall be provided.</p>	

Section 5.2The responsibilities of **PCCB** shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

<p>Task 1: PCCB shall communicate annual request of seed from DNR.</p> <p>Task 2: PCCB shall provide funding to PF for Prairie Specialist positions. Funds shall be allocated in accordance with the determination of seed value given to PCCB by DNR.</p> <p>Seed value shall be determined by adding the average retail price of 3 commercial seed producers and dividing that value by 3. DNR shall determine value of seed and PCCB staff shall approve this value before accepting seed.</p> <p>Task 3: PCCB shall provide funds for purchase of a rice stripper head or other equipment utilized for the harvest and cleaning of prairie seed. Fund allocation shall be made to PF for purchase of any equipment purchase. Funds provided shall be any excess funds as follows: Seed Value – Cost for Prairie Specialist positions = Money to be Used to Purchase Equipment.</p> <p>Task 4: PCCB shall be responsible for storage and planting of seed once product has been delivered to PCCB.</p>	<p>Seed request shall be made by January 1st of each year, except for the first year of this agreement.</p> <p>Within 60 days of seed delivery.</p> <p>See above</p> <p>Ongoing</p>
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<p>Task 5: PCCB shall plant all seed delivered to PCCB on public land managed by the PCCB or DNR.</p>	<p>Ongoing</p>
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Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. The parties agree to complete their respective obligations under this Cooperative Agreement by the Task Milestone Dates set out in Section 5.1.

Failure by any party to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Cooperative Agreement and shall be grounds for the other parties to immediately terminate this Cooperative Agreement for cause.

6.2 Review Meetings. Commencing with beginning performance of this Cooperative Agreement, the Project Managers shall meet annually to discuss progress made during the performance of this Cooperative Agreement. The meetings shall occur, either in person or by telephone conference call, at times agreed upon by the Project Managers. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, each Project Manager shall provide a status report listing:

- o Accomplishments during the previous period,
- o Activities planned for the upcoming period,
- o Tasks completed or deliverables produced during the previous period,
- o An updated schedule of upcoming deliverables, and
- o Any problems or concerns encountered since the last meeting.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 Right to review and observe. Each party shall have the right to review and observe, at any time, completed work or work in progress. Each party agrees to provide access, upon request and without cost to the other parties, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Cooperative Agreement.

Section 7 COMPENSATION

7.1 Sources of Funding. The source of funding for this Cooperative Agreement shall be determined by Polk County Conservation.

7.2 Not-to-exceed total amount of Cooperative Agreement. Payment by PCCB for seed delivered according to the terms of this Cooperative Agreement shall not exceed \$85,000 each year. Payment shall be for satisfactory completion of the Statement of Work outlined in this Cooperative Agreement, provided that the parties have complied with the terms of this Cooperative Agreement.

COOPERATIVE AGREEMENT GENERAL CONDITIONS

Section 1 COMPLIANCE WITH THE LAW

The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The parties, and their employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The parties represents that they will comply with all federal, state, foreign and local laws applicable to their performance under this Contract.

Section 2 TERMINATION

2.1 Termination Due to Lack of Funds or Change in Law. DNR shall have the right to terminate this Contract without penalty by giving sixty (60) days written notice to the Contractor as a result of any of the following:

2.1.1 The legislature or governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or

2.1.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or

2.1.3 If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.1.4 If DNR's duties, programs or responsibilities are modified or materially altered;

or

2.1.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

2.2 Immediate Termination by DNR. DNR may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

2.2.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.2.2 DNR determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;

2.2.3 The Contractor fails to comply with confidentiality laws or provisions;

2.2.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

2.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for DNR to declare the Contractor in default of its obligations under this Contract.

2.3.1 The Contractor fails to perform, to DNR's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

2.3.2 DNR determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.3.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or DNR reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

2.3.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

2.3.6 The Contractor has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;

2.3.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Contractor has misappropriated a trade secret, or

2.3.8 Contractor fails to comply with any of the Task Milestone dates contained in this Contract.

2.4 Notice of Default. If there is a default event caused by the Contractor, DNR shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, DNR may either:

2.4.1 Immediately terminate the Contract without additional written notice; or,

2.4.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

2.5 Termination upon Notice. Following thirty (30) days written notice, DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to DNR up to and including the date of termination.

2.6 Remedies of the Contractor in Event of Termination by DNR. In the event of termination of this Contract for any reason by DNR, DNR shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which DNR is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to DNR under this Contract in the event of termination. However, DNR shall not be liable for any of the following costs:

- 2.6.1** The payment of unemployment compensation to the Contractor's employees;
- 2.6.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.6.3 Any costs incurred by the Contractor, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Contract;

2.6.4 Any taxes that may be owed by the Contractor not directly in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

2.7 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of DNR, shall:

2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, or any other matters DNR may require.

2.7.2 Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Contractor.

2.7.3 Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

2.7.4 Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

2.7.5 Immediately return to DNR any payments made by DNR for services that were not rendered by the Contractor.

2.8 Rights in incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of DNR, become DNR's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 3 INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Contract are not employees or agents of the DNR. Neither the Contractor nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

Section 4 CONFLICT OF INTEREST

The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

Section 5 AMENDMENTS

This Contract may be amended only by written mutual consent of the parties.

Section 6 CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. If applicable, the parties shall comply with the provisions of Iowa Code section 679A.19 regarding disputes between government agencies of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. No provision of this Contract shall be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR, Contractor, or the State of Iowa

Section 7 SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 8 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between the parties for the services provided in connection with this Contract.

Section 9 ASSIGNMENT AND DELEGATION

This Contract may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Section 10 CONFIDENTIALITY

The parties agree to comply with applicable Iowa law regarding confidentiality.

Section 11 WAIVER

Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 12 CUMULATIVE RIGHTS

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 13 TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of the terms of this Contract.

Section 14 RECORD RETENTION AND ACCESS

The parties shall maintain books, records and documents according to their respective law with regard to records retention. All parties shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

Section 15 OBLIGATIONS BEYOND CONTRACT TERM

This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

Section 16 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS

Unless this Contract is an amendment to a Contract entered into between the parties and is designated as such, then this Contract supersedes all prior contracts or agreements between the parties for the services provided in connection with this Contract.

Section 17 USE OF THIRD PARTIES AND SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

17.1 All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

17.2 The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

17.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.

17.4 DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

17.5 Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.

17.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

17.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.

17.8 If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 18 SELF-INSURANCE BY THE STATE OF IOWA

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

Section 19 IMMUNITY FROM LIABILITY

Every person who is a party to the Contract is hereby notified and agrees that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for Contractor's and subcontractors' activities involving third parties arising from the Contract.

Section 20 NON-SUPPLANTING REQUIREMENT

To the extent required by federal or state law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

Section 21 CERTIFICATION REGARDING SALES AND USE TAX

By executing this Contract, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code section 423.1. The Contractor also acknowledges that the DNR may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DNR or its representatives filing action for damages for breach of contract.

Section 22 TAXES

The State of Iowa is exempt from federal excise tax, and no payment will be made for any taxes levied on Contractor's employees' wages. The State of Iowa is exempt from state and local sales and use taxes on the Deliverables.

Section 23 EQUAL EMPLOYMENT PROVISIONS

The Contractor has read and understands the provisions in Attachment A, Equal Employment Opportunity, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 24 FEDERALLY-FUNDED AGREEMENTS

If this Contract is funded by federal monies, then the Contractor has read and understands the provisions of Attachment B, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 25 INFORMATION TECHNOLOGY SECURITY

The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR in effect on the date of signing. These policies are located on the respective agency websites at www.iowadnr.gov and <http://das.iowa.gov/index.html>. The Contractor further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites that come into effect during the term of this Contract.

**Attachment A
Equal Employment Opportunity.**

The Contractor agrees to the following:

A.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor's business. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

A.2 The Contractor shall in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor's business.

A.3 The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order 15 or 1973, Chapter 19B, Code of Iowa, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11376 of 1967, and Title VI of the Civil Rights Act of 1964, as amended. The Contractor shall furnish all information and reports requested by the state of Iowa or required by, or pursuant to, the rules and regulations thereof and shall permit access to payroll and employment records by the state of Iowa for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

A.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be canceled, terminated or suspended in whole or in part. In addition, the state of Iowa may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965, as amended, Chapter 216, Code of Iowa, or as otherwise provided by law.

A.5 The Contractor shall include the provisions of paragraphs A.1 through A.4 hereof in every subcontract, unless specifically exempted by approval of the state of Iowa, so that such provisions shall be binding on each subcontract. The Contractor shall take such action with respect to any subcontract as the state of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the state of Iowa, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

- A.6** In accordance with the provisions of 541 Iowa Administrative Code chapter 4:
- The Contractor or subcontractor is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the department of management, which pertain to equal employment opportunity and affirmative action.
 - The Contractor or subcontractor may be required to have on file a copy of the affirmative action program, containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of them shall be regarded as a material breach of the Contract.
 - Compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the department of management prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor or service provider, its successors, and assignees.
 - Failure to fulfill the nondiscrimination requirements of this Contract or any of the rules and orders may cause the Contract to be canceled, terminated, or suspended in whole or in part, and the Contractor or service provider may be declared ineligible for future state contracts in accordance with authorized procedure or the Contractor may be subject to other sanctions as provided by law or rule.
 - The Contractor may be required to submit to the department of management or the DNR a copy of its affirmative action plan containing goals and time specifications.
 - The Contractor shall be able to demonstrate to the satisfaction of the department of management or the DNR that its affirmative action program is productive.
 - The Contractor may be required to submit reports as requested by the department of management. The department of management may request other relevant information from a contractor at any time.
 - The department of management may undertake a compliance review of the Contractor, and the department of management may take action, as appropriate, to seek to terminate contracts or funding found to be in violation of the rules.

Attachment B Additional Requirements for Federally-funded Agreements

B.1 Suspension and Debarment. The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

B.2 Lobbying Restrictions. The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

B.3 Pro-Children Act of 1994. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. The Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

B.4 Certified Audits. Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to DNR if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by DNR. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to DNR that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the DNR. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships.

B.5 Drug Free Work Place. The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

	Date	March 9, 2016
	Item No. Roll Call No. Submitted by:	ACTION 16-0317 Richard Leopold Director

AGENDA HEADING:

Approve contract for grant writing services for an amount not to exceed \$20,000.

SYNOPSIS:

Approve grant writing services contract with Rebekah Beall not to exceed \$20,000 or 500 hours at \$40 per hour

FISCAL IMPACT:

Amount: not to exceed \$20,000

Funding Source: REAP

ADDITIONAL INFORMATION:

A core component of the Jester Park Nature Center fundraising plan is leveraging grant dollars in the building of the facility. Polk County staff have been actively researching the variety of grant opportunities pertaining to the building of the Nature Center. Contracting with an experienced and well qualified grant writer aids the staff in meeting the many grant deadlines. Rebekah Beall, a past employee of Polk County Conservation, has the background knowledge of the project and PCC operations to immediately begin the grant writing process. As a PCC employee she wrote a REAP-CEP grant and it received the top rating of all grants submitted that year.

PREVIOUS BOARD ACTION(S): N/A

RECOMMENDATION:

Approve contract with Rebekah Beall for grant writing services effective March 25, 2016 for an amount not to exceed \$20,000 pending review and approval of contract by County Attorney's Office.

For more information on this and other agenda items, please Polk County Conservation Office at 515-323-5300 or visit the office (11407 NW Jester Drive, Granger, Iowa). Polk County Conservation Board 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 pccb_info@polkcountyiowa.gov or request to receive meeting notices and agendas by email by calling the office or sending their request via email to cynthia.lentz@polkcountyiowa.gov