



BOARD MEETING

November 9, 2022

Polk County Administration Bldg., Room 120

111 Court Ave., Des Moines, IA

5:30 PM – PCC Board Meeting

AGENDA

- 1) Roll Call
- 2) Public Comments
- 3) Multi-Species Inventory & Modeling Presentation – Dr. Keith Summerville
- 4) Sleepy Hollow Update – Jeff Condon
- 5) Financial Reports
- 6) Action on the Minutes of the Previous Meeting(s)

CONSENT AGENDA

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

- 7) **Approving** bill list.

ACTION ITEMS

- 8) **Approving** the purchase and delivery of infrastructure and equipment for Sleepy Hollow Sports Park for a total cost not to exceed \$1,716,970.83. Purchases include all-season turf for the tubing hill, a new conveyor lift, new snow tubes, and on-site maintenance vehicles.
- 9) **Approving** the purchase of 66.5 acres of land, known as the Meek Property, from Iowa Natural Heritage Foundation within Fourmile Creek Greenway.
- 10) **Approving** cooperative agreement with the Iowa DNR for financial assistance from the Wildlife Habitat Stamp Grant to fund the Bailey Property acquisition at Chichaqua Bottoms Greenbelt (CBG).
- 11) **Awarding** lowest contractor bid for tree removal at Easter Lake Park to Green Tree Care & Habitat Restoration in a contracted amount of \$51,250.
- 12) **Awarding** lowest contractor bid for Timber Stand Improvement at Easter Lake Park to Adaptive Wildlife Management in a maximum contracted amount of \$70,000.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

- 13) Land Acquisition

ADJOURNMENT

Upcoming Events

- November 3 & 5 – Native American Artifact Exhibit opening at Jester Park Nature Center.
 - Dedication ceremony on Nov. 3 at 3 pm.
 - [Public programming on Nov. 5 at noon](#)
- November 11 – Veteran's Day Holiday. Conservation offices closed.
 - Jester Park Nature Center closed.
- November 18 – [Family Fun Night at Outdoor Recreation and Wellness Center](#) (Also Dec. 16)
- November 20 – [Fall Makers Market at Jester Park Nature Center](#)
- November 24-25 – Thanksgiving Holiday. Conservation offices closed.
 - Jester Park Nature Center closed Thursday and open Friday.
- November 26 – [Stuffed Turkey Endurance Race](#) along Lakeshore Trail at the Equestrian Center.
- December 2 – [Winter Sleigh Rides begin at Jester Park Equestrian Center](#) (Wagon will be substituted for sleigh if no snow.)
- December 14 – PCC Board Meeting, 5:30 PM, Polk Co Admin Bldg Rm 120
- December 23 & 26 – Christmas Holiday (observed). Conservation offices closed.
 - Jester Park Nature Center closed.

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

2022-23 Revenue Budget
- as of 10/31/22 (33.3% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	\$ 1,032,000	\$ 380,000	\$ 652,000	36.8%
0213	Equipment	\$ 5,000	\$ -	\$ 5,000	0.0%
6006	Environmental Ed	\$ 102,000	\$ 19,832	\$ 82,168	19.4%
6009	Natural Resources	\$ 124,000	\$ 17,285	\$ 106,715	13.9%
6101	Administration	\$ 20,500	\$ 25,105	\$ (4,605)	122.5%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ -	\$ 14,277	\$ (14,277)	0.0%
6110	Parks Advocacy Unit	\$ 722,500	\$ 349,874	\$ 372,626	48.4%
6118	Fleet Services	\$ 20,000	\$ 11,658	\$ 8,342	58.3%
6119	Construction/Maint.	\$ -	\$ 5,300	\$ (5,300)	0.0%
6124	Equestrian Center	\$ 260,000	\$ 62,436	\$ 197,564	24.0%
Sub-Total - General Fund 1		\$ 2,286,000	\$ 885,767	\$ 1,400,233	38.7%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 100,000	\$ 25,575	\$ 74,425	25.6%
6127	Miscellaneous	\$ 1,000	\$ 2,483	\$ (1,483)	248.3%
6128	Cabins	\$ 140,000	\$ 48,519	\$ 91,481	34.7%
6129	Lauridsen Skatepark	\$ 25,000	\$ 798	\$ 24,202	3.2%
Sub-Total - General Fund 6		\$ 266,000	\$ 77,375	\$ 188,625	29.1%
REAP - Fund 26					
0211	Resource Enhancement	\$ 111,000	\$ 831	\$ 110,169	0.7%
Reserve - Fund 50					
6126	Mitigation Banking	\$ 1,000,000	\$ -	\$ 1,000,000	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 4,075,340	\$ 850,070	\$ 3,225,270	20.9%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 350,800	\$ 144,887	\$ 205,913	41.3%
6126	Sleepy Hollow	\$ -	\$ -	\$ -	0.0%
Sub-Total - Enterprises Fund 286		\$ 350,800	\$ 144,887	\$ 205,913	41.3%
Grand Total - Conservation		\$ 8,089,140	\$ 1,958,930	\$ 6,130,210	24.2%

2022 - 2023 Expense Budget
- as of 10/31/22 (33.3% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure	\$ 1,952,808	\$ 801,995	\$ 1,150,813	41.1%
0213	Equipment	\$ 320,000	\$ 193,596	\$ 126,404	60.5%
6006	Environmental Ed	\$ 639,284	\$ 269,979	\$ 369,305	42.2%
6009	Natural Resources	\$ 1,321,100	\$ 417,083	\$ 904,017	31.6%
6101	Administration	\$ 1,323,020	\$ 498,770	\$ 824,250	37.7%
6103	Community Outreach	\$ 206,364	\$ 62,196	\$ 144,168	30.1%
6104	Conservation Grants-FEMA	\$ -	\$ -	\$ -	0.0%
6110	Parks Advocacy Unit	\$ 1,167,528	\$ 541,247	\$ 626,281	46.4%
6118	Fleet Services	\$ 652,723	\$ 263,787	\$ 388,936	40.4%
6119	Construction/Maint.	\$ 855,860	\$ 312,568	\$ 543,292	36.5%
6124	Equestrian Center	\$ 681,463	\$ 300,937	\$ 380,526	44.2%
Sub-Total - General Fund 1		\$ 9,120,150	\$ 3,662,158	\$ 5,457,992	40.2%
6125	JP Lodge	\$ 75,000	\$ 2,700	\$ 72,300	3.6%
6127	Miscellaneous	\$ 24,903	\$ 16,031	\$ 8,872	64.4%
6128	JP Cabins	\$ 89,467	\$ 25,004	\$ 64,463	27.9%
6129	Lauridsen Skatepark	\$ 724,720	\$ 241,147	\$ 483,573	33.3%
Sub-Total - General Fund 6		\$ 914,090	\$ 284,882	\$ 629,208	31.2%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,543,205	\$ 522,242	\$ 1,020,963	33.8%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ -	\$ -	\$ -	0.0%
REAP - Fund 26					
0211	Resource Enhancement	\$ 262,069	\$ 27,345	\$ 234,724	10.4%
Mitigation Banking - Fund 31					
6003	Mitigation Banking	\$ 500,000	\$ -	\$ 500,000	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 21,558,237	\$ 6,539,788	\$ 15,018,449	30.3%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 438,500	\$ 32,749	\$ 405,751	7.5%
6126	Sleepy Hollow	\$ 162,293	\$ 28,922	\$ 133,371	17.8%
Sub-Total - Enterprises Fund 286		\$ 600,793	\$ 61,671	\$ 539,122	10.3%
Grand Total - Conservation		\$ 34,498,544	\$ 11,098,086	\$ 23,400,458	32.2%

2021 Bond PCWLL EXPENDITURES AS OF :

October 31, 2022

SUB- LEDGER	PROJECT	BALANCE 2012 BOND	May 2022 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C12-6221	JP NATURE CENTER	(\$68,793)						\$ -	\$ (68,793.00)
C12-6232	YB PARK IMPROVEMENTS	(\$63,256)						\$ -	\$ (63,256.00)
C12-6233	TRAIL IMPROVEMENTS ALL AREAS					\$ 24,735		\$ 24,735	\$ (24,735.00)
C19-6323	YB SHOP BUILDING							\$ -	\$ -
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$13,666		\$ 22,194	\$ 14,466	\$ 323		\$ 36,982	(23,316)
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$31,595	\$ -			\$ 1,032	\$ (134,174)	\$ (133,142)	(103,611)
C13-6258	NATURAL AREA RESTORATIONS	\$185,859	\$ 1,000,000			\$ 46,587		\$ 46,587	1,139,272
C15-6277	WATER QUALITY	(\$857,705)	\$ 1,000,000	\$ 456,953	\$ 40,849	\$ 26,699	\$ (320,150)	\$ 204,351	(702,356)
C17-6299	CBG-K KIMBERLY PROPERTY	(\$1,255,237)	\$ 1,802,462				\$ (167,879)	\$ (167,879)	379,346
C18-6312	MISCELLANEOUS LAND	(\$5,400)			\$ 4,785	\$ 3,500	\$ (30,000)	\$ (21,715)	(43,685)
C19-6324	4-MILE GREENWAY RESTORATION	(\$6,652)	\$ -					\$ -	(6,652)
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$99,779			\$ 230,861	23,913	\$ (103,000)	\$ 151,773	(257,994)
C19-6334	CBG LANE PROPERTY	\$28,258						\$ -	28,258
C20-6343	4-MILE/SLEEP HOLLOW	(\$2,919)	\$ 3,500,000		\$ 24,486	\$ 1,755,724		\$ 1,780,210	1,716,871
C20-6348	ARTIFACTS					\$ 34,431		\$ 34,431	(34,431)
C20-6349	COPPER CREEK		\$ 1,000,000		\$ 1,900	\$ 1,086		\$ 2,986	997,014
C20-6352	HTT TO POLK CITY		\$ 1,500,000					\$ -	1,500,000
C20-6353	SPECK PROPERTY					\$ 1,612		\$ 1,612	(1,612)
C21-6354	TRAILS END MITIGATION BANKING	(\$400,205)	\$ 1,000,000	\$ 640,872	\$ 62,571			\$ 703,443	(103,648)
C22-6355	SUSTAINABILITY	(\$5,995)						\$ -	(5,995)
C22-9999	MINOR BOND IMPROVEMENTS		\$ 2,000,000			\$ 57,260		\$ 57,260	1,942,740
	ICON		\$ 1,500,000			\$ 92,496		\$ 92,496	1,407,504
	WATER TRAILS		\$ 1,000,000					\$ -	1,000,000
	BROADWAY TO NEAL SMITH TRAIL		\$ 2,500,000					\$ -	2,500,000
								\$ -	0
								\$ -	0
LAND ACQ	LAND ACQUISITIONS		\$ 2,197,538					\$ -	2,197,538
		(\$2,307,005)	\$ 21,000,000	\$ 1,120,019	\$ 379,917	\$ 2,069,398	\$ (755,203)	\$ 2,814,131	\$ 14,437,252

October 12, 2022
Polk County Administration Bldg., Room 120
111 Court Ave., Des Moines, IA
5:30 PM – PCC Board Meeting

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in person for regular session Wednesday, October 12, 2022. The meeting was called to order at 5:40 p.m.

- #22-1001 **Roll Call**
Members Present: **Lewis, Mollenhauer, Crane, Altringer (Zoom)**
Members Absent: **Cataldo**
- #22-1002 **Public Comments**
- #22-1003 **New Employee Introduction**
a. **Kade Jones; Construction Technician**
- #22-1004 **Easter Lake North Shore Project Design Update-Kami Rankin**
- #22-1005 **Financial Reports**
- #22-1006 **MOVED BY Mollenhauer** to approve the September 14, 2022 meeting minutes.
Vote Yea: **Lewis, Mollenhauer, Crane, Altringer**
Members Absent: **Cataldo**

CONSENT AGENDA

- #22-1007 **Approving** bill list.

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

ACTION ITEMS

- #22-1008 **Approving** the lowest contractor bid for hazardous ash tree removal from Jester Park Golf Course to Xtreme Tree for the contracted amount of \$84,915.00 and authorize the Chair or their designee to sign the contract.

LET THE RECORD SHOW it was moved by **Mollenhauer** to approve Action Item 22-1008.
Vote Yea: **Lewis, Mollenhauer, Crane, Altringer**
Members Absent: **Cataldo**

BOARD DISCUSSION

Director's Remarks –

Many thanks to each Board Member for the individual meetings – some take aways:
Make sure PCC explains the why, how, what details instead of using TBD
Plan more field trips for Board Members a couple times a year (half days)
Work assignments on committees – involvement with ICCS
Special event communications through text

Sleepy Hollow – planning for next fiscal year's budget right now – core team members are collaborating with Rich & Kami on income projections and planning efforts – a lot of evaluation is going on right now – what the transition looks like from current to future protocols

\$30,000 Pheasants Forever grant

Mountain Bike park - \$200,000 LAWCON grant – official recommendation came in per Adam Fendrick

Board & Chair Remarks –

Thanks to Rich Leopold for the individual meetings with each board member since last PCC Board Meeting!

Greg Lewis – wondering about the original price tag of \$1.2 million increasing to \$4 million for campground improvements at Sleepy Hollow

Rich: In this two part process, PCC's first priority was focusing on the acquisition of Sleepy Hollow. Now that the purchase is final, we are collaborating with Shive Hattery on the evaluation, design and engineering phase of turning Sleepy Hollow into a Polk County Conservation park. Items of concern include the existing Lodge, grounds infrastructure and the number of renovations needed, plus the amount of staffing and equipment that will be needed to run operations as intended.

The current budget includes:

- \$1.75 million for property acquisition
- \$1.75 million for property development

Phase 1: Campground design came in at \$4.3 million due to a myriad of cost increases. \$4.3 million is not feasible so PCC is looking at more frugal ways of achieving the same goals with the campground area.

Jeff Condon, Leisure Services Manager, and Kade Jones, Sleepy Hollow Construction Technician, are the newest additions to PCC staff. They have been tasked with providing ideas and feedback on what amenities are feasible and budget-friendly during each phase. Due to the October/November budget planning process for Polk County's next fiscal year, this acquisition was discussed with the Polk County Board of Supervisors so they are apprised of the potential budgetary needs that will come along with each phase of construction and implementation.

CLOSED SESSION

#22-1009 Moved by **Lewis** to go into closed session pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

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

Members Absent: **Cataldo**

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

Action on closed session:

Moved by Lewis to return to open session.

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

Members Absent: **Cataldo**

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

Meeting adjourned at **7:33** p.m.

**Date**

November 9, 2022

Item No.**ACTION****Roll Call No.****22-1108****Submitted by:****Jeff Condon****Leisure Services Manager****AGENDA HEADING:**

Approving the purchase and delivery of infrastructure and equipment for Sleepy Hollow Sports Park for a total cost not to exceed \$1,716,970.83. Purchases include all-season turf for the tubing hill, a new conveyor lift, new snow tubes, and on-site maintenance vehicles.

INFORMATION:

Due to several years of inactivity and lack of previous investment, Sleepy Hollow is in need of substantial improvement to become a marquee destination for experienced and novice skiers, snowboarders, and snow tubers.

Earmarked '22-23 bond dollars for Sleepy Hollow improvements currently total \$1,750,000. Since February, Shive-Hattery has led staff through a comprehensive design master planning and cost opinion process to determine what improvements will make the greatest immediate impact on usage and revenues. This process has resulted in a phased improvement model. Phase I improvements are outlined below and specifically address the launch of tubing operations beginning in the summer of 2023. Planning and costing for Phase II improvements will commence following the implementation of Phase I improvements next summer. Phase II planning will address ski operations and equipment, the Lodge facility, expanded camping, and other elements and amenities conducive to improved facilities and operations. Upcoming funding conversations will be taking place with the Polk County Board of Supervisors for these future phased improvements within the Sleepy Hollow Sports Park, as well as launching a capital campaign in the coming years.

Outlined below are the Phase I improvements ready for immediate purchase and implementation so that year-round tubing can open as early as July of 2023.

- **Tubing Hill Surface:** Resurfacing the tubing hill with Snowflex all-season turf will extend a traditional winter-only season from 16 to 44 weeks and make Sleepy Hollow the largest year-round tubing park in the country. This consists of 39,289 square feet of turf from Briton Snowflex for a total of \$1,257,131. Briton is the only company that manufactures this specific year-round product.
- **Tubing Hill Lift:** The year-round tubing operation will need to be supported by a safe and efficient conveyor-style lift. Quotes for the lift were obtained from all vendors manufacturing this product. Team Service provided the most competitive quote for the lift (including shipping and install) in the amount of \$265,317. Star Lifts (SunKid) quoted price was \$269,200, but we would have to install. Magic Carpet quoted price was \$342,205, but this didn't include shipping or installation.

- **Tubing Hill Tubes:** A fleet of 200 new tubes compatible with both the new turf and snow is required to begin tubing operations. Idaho Sewing for Sports submitted a quote for 200 tubes in the amount of \$33,600. Idaho Sewing for Sports is the only United States company that makes these specific tubes for snow and turf and they were the recommended vendor by Snowflex. Staff did follow-up with other tube vendors to confirm their products will not work on this artificial surface.
- **Maintenance Vehicles:** Specific vehicles will be required to prep and maintain year-round programming and facilities. Sleepy Hollow staff worked with the Polk County Conservation Fleet Department to identify the items needed immediately at the lowest cost per the state contract bidding process. Requested equipment purchases are a John Deere Gator with tracks for \$34,009.82 through Van-Wall Equipment, Inc.; a Ford F-350 Truck for \$46,248.00 through Stivers Ford; a Bobcat Skid Steer with attachments for \$80,664.01 through Capital City Equipment Company.

FISCAL IMPACT:

Amount: \$1,716,970.83

Funding Source: 2022 Bond Referendum

PREVIOUS BOARD ACTION(S):

Date: February 9, 2022

Roll Call Number: 22-0216 **Yea-5**

Action: Approving professional services agreement with Shive-Hattery to complete feasibility study and master planning for Sleepy Hollow Sports Park for \$97,300.

Date: September 8, 2021

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

Action: Approving the purchase of the 49.6 acre land near the Four Mile Greenway operated by Sleepy Hollow Sports Park, Inc. for \$3,500,000.

RECOMMENDATION:

Approving the purchase and delivery of infrastructure and equipment for Sleepy Hollow Sports Park for a total cost not to exceed \$1,716,970.83 and authorizing the Director or their designee to sign the agreements/contracts. Purchases include all-season turf for the tubing hill, a new conveyor lift, new snow tubes, and on-site maintenance vehicles.



Polk County - Tubes (HARD BOTTOM ONLY)

Polk County

11407 N W Jester Park Dr
Des Moines, IA 50309
United States

jeff condon

Leisure Services Manager
jeffrey.condon@polkcountyiowa.
gov
515.201.1495

Reference: 20221018-183507847

Quote created: October 18, 2022
Quote expires: November 16, 2022
Quote created by: Eliese Perrin
Sales
eliese@idsewing.com
+1 (208) 983-0988

Comments from Eliese Perrin

Estimated lead time is 4-6 weeks.

Products & Services

Item & Description	Quantity	Unit Price	Total
TUB-20 R20 / ADULT REC. TUBE / 20" X 40" / MUSHROOM VALVE CAP	200	\$43.50	\$8,700.00
Hard Bottom Only Tube Cover ATC / Adult Rec. Tube Cover	200	\$60.00	\$12,000.00
HDB-ADULT HDB / ADULT SNOW TUBE HARD BOTTOM / SIZE / COLOR	200	\$64.50	\$12,900.00 for 1 month

Subtotals

One-time subtotal \$33,600.00

Total \$33,600.00

Purchase Terms

We request full payment at time of order for all new customers. Final invoice will be for shipping only.
Future orders have a request of 50% down payment at time of order with final payment Net 30 including shipping.

Questions? Contact me



Eliese Perrin

Sales

eliese@idsewing.com

+1 (208) 983-0988

Idaho Sewing for Sports, LLC.

7 Poplar Dr., Suite A

Grangeville, Idaho 83530

USA

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:**Brian Ferneding**

Van-Wall Equipment, Inc.
1468 West A Avenue
Nevada, IA 50201

Tel: 515-382-2222

Fax: 515-382-3530

Email: brian.ferneding@vanwall.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Van-Wall Equipment, Inc.
1468 West A Avenue
Nevada, IA 50201
515-382-2222
mailbot.jd@vanwall.com

Quote Summary

Prepared For:

POLK COUNTY CONSERVATION BOARD
12130 NW 128TH ST.
GRANGER, IA 50109
Business: 515-323-5300
ken.young@polkcountyiowa.gov

Delivering Dealer:

Van-Wall Equipment, Inc.
Brian Ferneding
1468 West A Avenue
Nevada, IA 50201
Phone: 515-382-2222
brian.ferneding@vanwall.com

Quote ID: 27561042
Created On: 05 October 2022
Last Modified On: 05 October 2022
Expiration Date: 04 November 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2023)	\$ 38,201.00	\$ 34,009.82 X	1 =	\$ 34,009.82
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: October 4, 2022				
Equipment Total				\$ 34,009.82

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 34,009.82
Trade In	
SubTotal	\$ 34,009.82
Est. Service Agreement Tax	\$ 0.00
Total	\$ 34,009.82
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 34,009.82

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 27561042

Customer Name: POLK COUNTY CONSERVATION BOARD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Van-Wall Equipment, Inc.
1468 West A Avenue
Nevada, IA 50201
515-382-2222
mailbot.jd@vanwall.com

JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2023)

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Suggested List *

\$ 38,201.00

Price Effective Date: October 4, 2022

Selling Price *

\$ 34,009.82

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57KAM	GATOR™ XUV835M HVAC (Model Year 2023)	1	\$ 28,769.00	14.00	\$ 4,027.66	\$ 24,741.34	\$ 24,741.34
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
182A	Less AutoTrac™/ GreenStar™ Harness	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1028	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Black Steel Wheels	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	Split Bench Seat - Black Vinyl	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2501	Olive and Black	1	\$ 120.00	14.00	\$ 16.80	\$ 103.20	\$ 103.20
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 1,048.00	14.00	\$ 146.72	\$ 901.28	\$ 901.28
4022	Full Door with Side Mirrors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4062	HVAC Cab	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Less Protection Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
6349	Less Winch	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,168.00		\$ 163.52	\$ 1,004.48	\$ 1,004.48
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment

Quote Id: 27561042

Customer Name: POLK COUNTY CONSERVATION BOARD

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.
1468 West A Avenue
Nevada, IA 50201
515-382-2222
mailbot.jd@vanwall.com

Dealer Attachments/Non-Contract/Open Market							
LP74735	Camso Tracks (Gas/Diesel)	1	\$ 6,314.00	0.00	\$ 0.00	\$ 6,314.00	\$ 6,314.00
Dealer Attachments Total			\$ 6,314.00		\$ 0.00	\$ 6,314.00	\$ 6,314.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Freight	1	\$ 950.00			\$ 950.00	\$ 950.00
	Customer Setup	1	\$ 1,000.00			\$ 1,000.00	\$ 1,000.00
			\$ 1,950.00			\$ 1,950.00	\$ 1,950.00
Suggested Price							\$ 34,009.82
Total Selling Price			\$ 38,201.00		\$ 4,191.18	\$ 34,009.82	\$ 34,009.82



Bobcat

Product Quotation

Quotation Number: TLJ-01252

Date: 2022-10-20 11:09:28

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
JESTER PARK 293971 11407 Nw Jester Park Dr Granger, IA 50109-9675	Matt Ross Capital City Equipment Company, Des Moines, IA 5461 NW 2ND ST. DES MOINES IA 50313-1333 Phone: (515) 243-3353 Fax: (515) 243-0534	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T66 T4 Bobcat Compact Track Loader	M0349	1	\$44,962.40	\$44,962.40
74.0 HP Tier 4 V2 Bobcat Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front and Rear LED			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt			
Bobcat Interlock Control System (BICS)	Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471			
Controls: Bobcat Standard	Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)			
Cylinder Cushioning - Lift, Tilt	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Engine/Hydraulic Performance De-rate Protection	Solid Mounted Carriage with 4 Rollers			
Glow Plugs (Automatically Activated)	Tracks: Rubber, 12.6" Wide			
Horn	Warranty: 2 years, or 2000 hours whichever occurs first			
Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.				
Lift Arm Support				
P69 Performance Package	M0349-P06-P69	1	\$5,418.70	\$5,418.70
"Power Bob-Tach	Dual Direction Bucket Positioning			
7-Pin Attachment Control	Automatic Ride Control			
High Flow	Reversing Fan"			
Two-Speed				
C68 Comfort Package	M0349-P07-C68	1	\$5,440.40	\$5,440.40
"Enclosed Cab with HVAC	Heated Cloth Air Ride Suspension Seat			
Sound Reduction	Premium LED Lights			
Touch Display with Radio & Bluetooth	Rear View Camera"			
Selectable Joystick Controls	M0349-R01-C04	1	\$567.70	\$567.70
68" Heavy Duty Bucket	7272679	1	\$1,185.60	\$1,185.60
--- Long Bolt-on tooth kit	7355992	7	\$50.65	\$354.55
4K Heavy Duty Pallet Fork Frame	7294305	1	\$446.88	\$446.88
--- 48" 4K Heavy Duty Pallet Fork Teeth	6540182	2	\$340.48	\$680.96
68" Industrial Bucket Grapple	7168340	1	\$3,390.36	\$3,390.36
LT414 Trencher	M7016	1	\$6,926.64	\$6,926.64
--- CHAIN 5FT DS CC/6IN	M7016-R01-C03	1	\$2,323.32	\$2,323.32

Total of Items Quoted	\$71,697.51
Dealer P.D.I.	\$300.00
Freight Charges	\$2,346.00
Dealer Assembly Charges	\$101.50
Other Charges: Material and Logistics	\$6,219.00
Quote Total - US dollars	\$80,664.01

Notes:

**Prices per the Iowa NASPO Construction - SW192*

**Terms Net 60 Days. Credit cards accepted.*

**FOB Destination*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

****Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? ____YES ____NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

HPU Group 5 - Extended Cab 4X4 Heavy Pickup, Short Box, Automatic Transmission

Examples: Ford 350

Make:	FORD
Model Name:	F350
Exact Model Code:	X3B
Trim Pkg. Common Name:	XL
Exact Trim Pkg. Code:	610A
Engine Code:	996
Transmission Code:	44S
Payload Capacity:	3870
Towing Capacity:	12400

STIVERS

BASE VEHICLE SPECIFICATIONS

Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Gross Vehicle Weight Rating	10,500 lb. GVWR minimum	STATE GVWR: 10500
Wheelbase length	Minimum 140 inches	STATE LENGTH: 148
Bed	SHORT BOX	STATE LENGTH: 6.5
Engine		
Engine Size (Cylinder/Liter)	Base V8 Engine (E85 FFV, if available in V8, must be provided); include all required options and other pertinent information. E85 FFV Engine? Y	Cylinders: 8 Liters: 6.2 HP: 385 Torque: 430
Engine Block Heater		
Drive Axle		
Rear Axle	Locking differential must be provided if available; limited slip acceptable if locking differential not available.	STATE RATIO: 3.73 Locking or Limited Slip provided? Y
Transfer Case	With Hi/Lo ranges	STD
Transfer Case	Shift-on-the-fly	STD
Electrical		
Power Point	Located in Driver Area	STD
Doors & Windows		
Doors	Power locks with remote keyless entry	90L
Key Sets with Fobs	2 Fobs with push button start; 2 keys and fobs w/o push button start	90L
Windows	Power	90L
Window	Rear defroster, if available must provide	43B Rear Defroster Included? Y
Wipers	Intermittent	STD
Exterior		
Bumper	Rear Step	STD
Cargo Tie Downs	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD
Mirrors	Power, if available must provide; manual acceptable if power not available	90L Power Included? Y
Recovery Hooks	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD
Trailer tow package #1	Class IV receiver hitch, 2-inch shaft, 7-wire trailer wiring receptacle at hitch. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD
Floor		
Floor Covering	Full floor covering, rubber preferred - if available it must be provided. OEM Floor Mats only provided if floor covering must be carpet.	STD
Interior		
Air Conditioning	AC with all required options.	STD
Bluetooth	Factory preferred but dealer installed acceptable	STD
Gauge Package	Tachometer, oil pressure, coolant temperature, voltmeter and /or transmission temperature.	STD
Radio	AM/FM with internal clock	STD
Steering Column	Tilt / Cruise Control	52S
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp. Split bench seat (3-pass) w/cloth upholstery, folding center seat/armrest/storage box.	1S
Safety		
Brakes	Power 4 Wheel Anti-lock	STD
Daytime Running Lights	If available must provide	942
Rearview Camera	Factory installed only.	STD Factory installed? Y
Suspension		
Suspension Package	Heavy Duty 4x4 off-road suspension and undercarriage protection package (heavy-duty shocks). Skid plates must be provided if available.	17X
Tires & Wheels		
Tires	Heavy-duty, "LT" ("P" passenger not acceptable) all-terrain radial tires; All-season M&S tires acceptable only when "LT" all terrain radials not available.	All Terrain or M&S provided? Y
Spare	If available must provide	Is spare full size? Y

	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE:	\$44,998.00
	Delivery Cost to Department of Administrative Services, Des Moines:	\$0.00
HPU GROUP 5.1	TOTAL VEHICLE PRICE INCLUDING BASE COST AND DELIVERY:	\$44,998.00

Final Bid Price

EXTRA KEYS 350.00
 RUNNING BOARDS 300.00
 BRAKE CONTROLS 300.00
 SNOW PLOW PACKAGE 300.00
\$46,248.00

Examples: Ford 350

STIVERS

ADDITIONAL OPTIONS				
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)		Cost
Engine Block Heater			DEDUCT COST:	-\$25.00
Engine Upgrade	Turbocharged Diesel, minimum 6.6L displacement - Must be rated minimum 350 HP, minimum 750 lb./ft. torque with HD automatic transmission. Include all required options and other pertinent information.	Cylinders: 8	Liters: 6.7 HP: 475 Torque: 1050	\$10,750.00
Doors & Windows				
Key Sets, Additional	2 Fobs with push button start; 2 keys and fobs w/o push button start		DLR	350
Window	Sliding Rear	435		\$425.00
Exterior				
Bed Liner	Spray In, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85S	Factory installed? Y	595
Bed Insert	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85L	Factory installed? Y	350
Bed Mat	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85M	Factory installed? Y	150
License Plate Holders	Front and Rear License Plate Holders	57D	Factory installed? STF	0
Mud flaps	OEM or OEM authorized flexible heavy duty, behind all wheels. No dealer logo on mud flaps. Dealer installed acceptable.	61S		\$130.00
Running Boards	Tubular, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	18B	Factory installed? Y	\$300.00
Tailgate	Locking, if not standard	std	Factory installed? Y	
Tonneau Cover	Soft material style, rolling or tri-fold; dealer installed acceptable	DLR		\$595.00
Tonneau Cover	Hard surface, locking; dealer installed acceptable	dlr		\$1,250.00
Trailer Brake Controller	OEM integrated; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	52B	Factory installed? Y	\$300.00
Trailer tow mirrors	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD	Factory installed?	
Trailer tow package #2	Gooseneck Trailer Hitch; Includes 7 way trailer wiring, steel, powder coated finish (if available must provide), must meet all OEM fastening requirements, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	15J	Factory installed? Y	950
Floor				
Floor Covering	Full floor carpeting & OEM mats, if not provided in base above.	NA		
Floor Mats	All Weather; dealer installed acceptable	DLR		\$250.00
Safety				
Alarm	Backup alarm, Factory preferred but dealer installed acceptable	76C	Factory installed?	\$200.00
Reverse Sensing System	Factory preferred but dealer installed acceptable	76R	Factory installed?	\$250.00
Seating				
Seating	Power driver's seat w/lumbar support	NA		
Suspension				
Snow Plow Prep Package	Increased capacity front suspension and other components necessary for increased load caused by installation of a front snow plow. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	473	Factory installed? Y	\$300.00
Other				
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded.	Enter Percentage Discount MSRP:		1

DELIVERY				
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge		\$3.50
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	0.00	\$0.00



Proposal for the designing and building of the



Sleepy Hollow, Iowa - Snowflex[®] Tubing, plus skiing and snowboarding

SPECIFICATION NUMBER 882

28 October 2022

Considerable time and effort has been spent in the preparation of this document. It is intended to be viewed solely by the members of the project team. It must not be copied nor lent to others without the written and express permission of Briton Engineering Developments Ltd.

CONTENTS

	Page
Project objectives & proposed project cost	3
Preliminary plan & location of snow sports slope	4
Responsibilities	5
Suggested program of works overview	6
Scope of work	7-9
Principles of design & Snowflex ® technology	10/11
Initial proposed costs & payment terms	12
Guarantee	13
History of Briton Engineering	14
Terms & conditions	15-18
Signature page	19
Appendices (<i>may be left blank</i>)	20+

Please Note: In general terms in this document, Briton's responsibility in black type, clients/other's responsibility in blue.

Project objectives

The aim of the project is to provide a **Snowflex**® Tubing to Sleepy Hollow De Moines Iowa, the design will be done in such a way to make it also suitable for skiing and snowboarding.

The proposal is to provide a design and build package for the project in one complete phase, based on the extensive experience of Briton Engineering Developments Ltd. And the unique product **Snowflex**® invented and manufactured by Briton Engineering in the UK.

Snowflex® technology is the best that is available, but of equal importance is the design capability of Briton Engineering, making slopes interesting whilst minimizing risks. Briton's specific civil engineering knowledge, together with extensive installation experience will ensure smooth execution of the project.

Tubing is a passive non-skilled activity and a great introduction to snow sports for the guests. The inclusion of teaching gradients and freestyle features maximizes the scope of the facility, enabling classes and coaching sessions to be taught. In addition, the slope will be able to be used for demonstrations and events, to create a buzz and attract a wider customer range.

The proposed work includes:

- Snowsports terrain design
- Supply & installation of the **Snowflex**® system
- Supply & installation of **BritonMist** system including for water re-cycling
- Supply & installation of synthetic turf surround
- Training of Client's personnel and contractors in the use and maintenance of the systems

All facilities such as buildings, services, ground preparation, utilities and equipment are to be supplied by others.

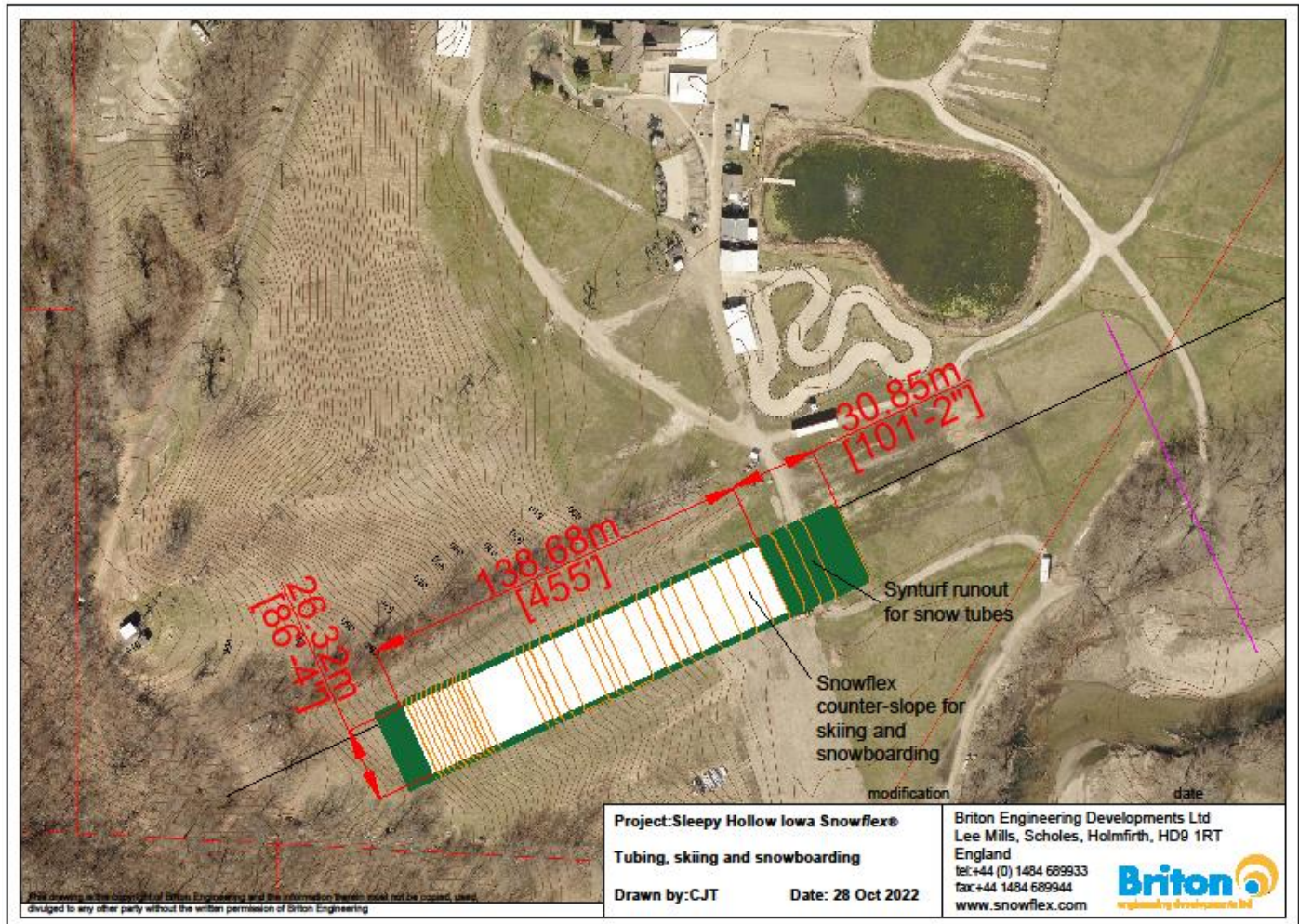
Proposed project cost for Briton supply and installation:

Price for 3 in 1 slope: **USD \$1,197,268** (GBP£1,038,484)

Approximate **Snowflex**® area in total: **39,289ft² (3650m²)**

Figures do not include for any taxes or levies that may be incurred in the USA.

Preliminary plan & location of snow sports slope



Preliminary design suggestion to confirm approximate location and size of **Snowflex®** slope. Plan will change following client feedback and when more information is available, such as lift type and position.

Slope designed to include runout area for skiing and snowboarding as well as snow tubing.

Responsibilities

Item	Briton Engineering/Snowflex team	Sourced locally by client/others
Design	Detailed design for snow sports	Design for lodge, infrastructure and landscaping outside snow sports area
Planning		All permissions
Earth works	Supply of design and finishing supervision	Earth construction
Material transport	Organise and pay for	Payment of all duties
Drainage	Design for on slope drainage	Drainage off slope
Substructure	Supply of specification	Installation of substructure materials (concrete/gravel)
Edge-boards	Installation	Supply
Snowflex®	Complete system supply and installation	
Mist system	Complete Installation	Supply, water, power, tanks, water treatment,
Synturf	Supply and installation	
Testing and Commissioning		

In addition, the following items may be required to be sourced by the client, or others

- Up lifts: ski lifts, or traveller for snow sports activity
- Floodlighting
- Landscaping outside snow sports area
- Buildings and infrastructure
- Snow sports equipment: skis, snowboards, boots, tubes, helmets etc.
- Storage for snow sports equipment (plus drying equipment/area)

Briton can offer advice on any of the above items if required.

Suggested program of works overview

These are the basic steps in order:

1. Survey
2. Design and specification
3. Removal of organic matter from area of works
4. Re-profiling the ground according to design
5. Drainage for snow sports slopes
6. Supervision of earth works completion
7. Substructure, installation of concrete layer over ski slope area
8. Building structural snow sports features, if specified in design
9. Installation of **Snowflex**[®] system sub layers, including mist piping
10. Installation of **Snowflex**[®] top surface, including mist nozzle carriers
11. Installation of synthetic turf surround
12. Testing of all systems
13. Commissioning and handover

A definitive program of works can be agreed upon should this proposal be accepted.

As a guide we would allow for the following in terms of lead times:

Commencement of design will begin immediately when Briton receives a deposit for the project, or a letter of credit (LOC) for the contract.

It is anticipated that the earth works should take approximately 1 month (subject to weather and plant availability).

The first delivery of **Snowflex**[®] could be delivered to site 12 weeks after the raising of the LOC (subject to raw material lead times at the time the LOC is raised).

Snowflex[®] installation will be from the date of first delivery (subject to scheduling), assuming earth works, and substructure is completed to a point where access can be given to installation team. Depending on the complexities of the features being installed this will equate between 500 and 1000m² per week.

Note: The movement of Briton's team could be subject to Corona Virus restrictions, any agreement on time frame must reflect that the situation is subject to change.

Scope of Work

Briton's responsibility in black type, [client's/ others responsibility in blue](#).

Design and Supervision

When an order is placed, detailed design work by Briton will begin in earnest. After discussions with the client, drawings are prepared in order to achieve the correct dynamics for snow sports. A general principal is to create "maximum interest" with minimum earthworks. Briton would like to liaise extensively with other members of the project team in order to integrate the building to the snow sports activity. The drawings will be prepared describing features and will show the position of all items in the snow sports area, including lifts.

Construction or civil works

[This is the responsibility of the client's civil contractor, working to the drawings supplied by Briton. It will most likely involve extensive terrain shaping with excavation machinery.](#) It is expected that Briton will supervise the finishing of the earth works, to ensure the best result is achieved, as this is quite unusual work.

Drainage

A drainage system for the snow sports area will be recommended by Briton, liaising with the client's architect and engineers. [The client's civil engineering contractor will carry out the work.](#)

Foundations for the lift systems and lights

[Following the order for the lifts and lights, foundation drawings will be issued by the supplier,](#) Briton would like to be involved to ensure safety and coordinate it with all other site activities.

Sub-Structure

[After profiling the sub soil and the construction of the drainage system the client's civil engineering contractor will cover the profiled surface with 100mm of concrete supplied by others.](#) Briton Engineering Developments will liaise with the client's civil contractor on the method to be used.

Edge boards

Edge boards are to be fitted on all demarcation boundaries, essentially the outside edges of the **Snowflex®** area and the outside edges of the synturf surround. This is a small but important item providing a neat and professional looking and wind safe edge to the snow sport area.

[This material \(usually 2" x 4" treated timber\) is best supplied directly from a local source.](#) Quantities will be determined and specified during the design phase by Briton. Installation of edge boards will be undertaken by Briton.

Delivery of materials

Briton shall arrange for the delivery of all materials, other than materials supplied locally to the client (such as edge boards). It is normal for Briton's site operatives to be on site for the acceptance and supervision of the unloading of deliveries. [The client may be required to provide machinery for this purpose, determined by access to and around the site to be discussed during the planning/design phase of the project.](#) Briton

shall insure all shipments of materials. Risk of loss of the goods shall pass to the client upon delivery to the site address, either in part or in full. Terms and conditions are included as part of this Proposal, and when accepted constitute a contract binding and enforceable against Briton and Client. Title to the goods passes to Client as each payment is made to Briton. Insurance for the construction on Client's site will be Contractors All Risk. Construction and site safety will be in accordance with current standards and local building codes, to allow Client to obtain an occupancy permit and any required operator's permit.

Snowflex® (snow sport surface) installation

The proposal at this moment is to supply **39,288.60ft² (3,650m²)** of **Snowflex®** (measured ex-works).

Briton will install the snow sports surface, including:

- Bespoke anchorage system
- **Snowflex®** pipes and nozzle carriers in the ski surface
- Shock absorption layer (2" thick)
- **Snowflex®** top sliding surface, including joint strips as necessary and all fixings

Briton has developed very specific techniques and tools for the purposes of installation of **Snowflex®** top surface layer and sublayers and has a dedicated team based in the UK who will travel to site for this purpose. Labour, tools, travel, freight, accommodation & subsistence for the installation are included in this proposal.

BritonMist Lubrication System

All plastic snow sports surfaces require water lubrication due to the temperatures produced by friction being sufficient to melt the bases of snow sports equipment - without lubrication, snow sports equipment can be ruined very quickly (within 300ft of sliding). When the base of an item of snow sport equipment is ruined there is absolutely no fun in the activity, and it is unacceptable to charge anyone for the experience. The BritonMist system was carefully developed to use the minimum amount of water to maximum effect and has been successfully used on most types of synthetic slope since the 1980s.

The **BritonMist** lubrication System comprises of the following components:

- Nozzles and carriers, location of nozzles down the slope every 3m (10ft) approximately, location of nozzles across the slope every 2m (6ft) approx.
- Nozzle supply pipework running under the **Snowflex®** top surface
- Gauge station(s) to control calculated mist pressure zones, which correspond to the vertical of the slopes, ensuring approximately equal pressure (to a tolerance) to every nozzle. Number and location of gauge station(s) to be confirmed during design process
- Connecting pipework between gauge station(s) and slope
- Mist supply pump(s) (specification to be confirmed during design process)
- Connecting pipework from pump to gauge station(s)
- Electrical control system for mist supply pump
- [Water storage tanks, size to be confirmed during design process](#)
- [Connecting pipework from water tanks to pump](#)
- [Water treatment and filtration, necessary treatment to be confirmed following local water testing](#)

[Adequate "soft" water and power supply must be provided to the appropriate location within the project site by the client.](#) Briton will connect the system to Client's water and power supply at the site.

Installation of synthetic turf surround

Briton are to supply a green synturf surround to act as a barrier between the **Snowflex**[®] and surrounding area, to limit the transfer of dirt on to the snow sports surface. The synturf boarder will be 1m at the side edges of the **Snowflex**[®] area and is usually a larger area at the top and bottom of the slopes (to be specified during design process). For tubing only slopes, the deceleration area will utilise synturf instead of the top sliding layer of **Snowflex**[®], as illustrated in the images in the appendix.

Landscaping

The area beyond the demarcation boundary (i.e. synturf) is the responsibility of others.

Supply and installation of Lift Systems

Lift systems can be supplied by Briton, or acquired directly by the client, either way Briton should be consulted to establish the route of the lift and in particular the layout of loading and unloading areas

The Proposal does not include for obtaining local permits and authorizations including for the uplift systems

Testing of all systems

Once the **Snowflex**[®] installation is completed, testing will be undertaken, this includes:

- Pressure testing mist system using compressed air (nozzle carriers are supplied with bungs in them, so that the system can be tested this way).
- Testing/inspecting nozzle spray patterns (once nozzles are fitted) and fine adjustment of pressure zones
- Inspecting all **Snowflex**[®] joints
- Inspecting **Snowflex**[®] surface and removing any debris left from installation
- Testing any installed ski lift systems

Once the above tasks are completed, the slopes will be trialled with snow sports equipment, the Briton team will undertake this, but also any member of the wider construction team, operations staff, or local snow-sporters may be invited by the client to try out the slopes, prior to handover, under the supervision of Briton.

Commissioning and handover

The slopes will be formally handed over to the client upon completion of slope testing. At this point, the use of the slopes and mechanical systems will be demonstrated to the client and handover documents transferred.

Briton will train the client's slope operator and staff in the use and maintenance of the system. The client is expected to develop their own health and safety procedures and provide the necessary safety and first aid equipment and training for operation of the facility.

It is strongly advised that the client's slope operator or facilities manager liaise with Briton staff during the installation of **Snowflex**[®], Britonmist and ski lifts in order to gain knowledge of these systems. Such knowledge is invaluable in the efficient operation of the centre. Briton will leave sufficient equipment and materials on site in order that the centre's staff can carry out basic repairs, when necessary, to the **Snowflex**[®] system in the future.

Principles of Design & Snowflex® Technology

It is a core principle of Briton Engineering's that; design is equal in importance to the snow sports surface technology. Briton's experience in designing for synthetic snow-sports is second to none in the world. Terrain design for synthetic slopes is an area pioneered by Briton. In-fact, it was the desire to create interesting terrain and shapes to encourage skill development, that led Briton to the invention and development of **Snowflex®**, in the first place, in order to overcome the limitations of previous synthetic surfaces.

Design work is extensive and starts when a letter of credit is raised. Briton aims to balance the demand for exciting, challenging and visually spectacular terrain with the need to take into account the abilities of the wider audience, minimizing the risks, while being adventurous and creating a facility that is as easy to manage and maintain as possible.

Design is always an iterative process and Briton spends as long as it takes to arrive at the optimum solution. It is a team effort to accommodate all interested parties, so it is normal for ideas to develop and change over the duration of the design phase. Careful design is also necessary to achieve minimum earth works and balance cut and fill, so that construction costs meet budgets.

It takes time to envision a facility which is **safe**, interesting and challenging for all skill levels, but when this is done well, this leads to commitment and loyalty from the end user, in other words, repeat business.

Fun and safety are the keys to success!

Snowflex® technology

In the last 50 years there have been as many as 60 ski surfaces, all born as a by-product of other industries. Briton is the first company to have invented and developed a system starting from first principles, resulting in the closest synthetic product to snow.

Since the introduction of **Snowflex®**, there has been a spectacular rise in skill levels on the slopes that use it. At the same time, it has made snow sports attractive to all users and less seasonal with the emphasis having changed from once a year pre-holiday use to year round repeat participation.

Snowflex® is a homogeneous polymer composite with a high-tech melt-less sliding layer suspended over a shock-absorption layer. It is manufactured on Briton's specially designed and purpose-built production line in Yorkshire, England.

Snowflex® possesses the following unique qualities:

SAFETY

- Shock pad cushioning for falls
- No holes in surface layer to catch fingers
- No sharp edges or surface metal to cause lacerations

SLIP

- Use of hard wearing and lower friction PBT drawn monofilament bristles
- Further reduction in friction for maximum downhill speed thanks to mist system

GRIP

- For extra edge control and turning, achieved by the springy properties of the PBT bristles

FORMABILITY

- Flexibility of surface enables the adventurous and interesting terrain and stunt formations (**Snowflex®** can be installed on any terrain imaginable)

Snowflex® won awards from the UK's Department of Trade and Industry not only for its innovative design, but also for its bespoke production line in the Briton manufacturing plant (DTI SMART & SPUR awards).

Snowflex® is slippery but also gives good edge response (the ability to resist sideways movement according to the tilt of the ski). The thrill of snowsports revolves around these **two** properties. And because of this, a wide variety of gradients are possible and more interesting terrain can be created, as skiers and snowboarders can remain in control at all times. Conversely Snowtubes do not offer the participants any control, so slope design for tubes must provide adequate run out areas so that tubes naturally come to a stop.

The **Snowflex®** system includes a full shock absorption layer. This is very important to safety and makes falls much less traumatic and painful. It is also proven to improve skiing/boarding properties and helps reduce wear.

Superior technology demands the best materials. These materials include a very durable high performance low friction *drawn monofilament* fibre (PBT) which tests have shown lasts considerably longer than conventional plastic materials. PBT also is springy and highly UV resistant.

The mist water lubrication system has been very carefully designed to give an accurate water droplet size to give maximum lubrication with minimum water consumption. This is absolutely essential to give the customer the best possible experience and make sure that skis and boards are not damaged. Damaged or "railed" skis and boards instantly render the activity non-viable.

Snowflex® provides the means for more users, from beginners to professionals, to improve their skills and progress at a much faster rate than is possible even in a mountain environment. This is achieved because of the availability of the facility at comparatively low cost throughout the year and its compact size relative to a mountain. These factors are of great importance to the end customers and subsequently make the experience a pleasurable one, ensuring customers will return. This is the solid foundation of the business, unprecedented in the past; however, sustainable commercial growth will only be achieved by the good management of the facility.

Initial proposed costs

Price for **Snowflex®** area in total: **39,288.60ft²: USD \$1,197,164** (one million, one hundred and ninety-seven thousand, one hundred and sixty-four dollars).

Prices do not include any applicable US taxes.

Payment Terms and Conditions:

General Information – preferred method of payment

Payment would be by irrevocable Letters Of Credit (LOC's) in GBP Sterling for the whole project. These should be set up at the time of placing order. Generally, one LOC would be for supply (73%) and another would be for installation (27%).

The LOC's should be free of charge to Briton Engineering Developments.

This method of payment means that if Briton Engineering Developments fulfil all the conditions of the LOC's then Briton Engineering Developments will get paid in full.

Expected procedure for the delivery of materials (73% of Briton contract value):

When Briton Engineering Developments are due to make a delivery, shipping documents are submitted. When the shipping documents are presented to the bank, the corresponding "part payment" is immediately released to Briton Engineering Developments from the LOC. A normal consignment would be 2 containers of **Snowflex®** (approximately GBP£450,000) value so that when the shipping documents are presented to the bank, this value will be transferred to the account of Briton Engineering Developments Ltd. Consignments are anticipated at one every week or two weeks.

Expected procedure for the installation (27% of Briton contract value):

Briton Engineering Developments and the "clerk of works" or some such agreed person, shall meet at intervals not exceeding 14 days to agree interim valuations of the work completed on site at that given date. Briton would then issue an invoice to this value and the "clerk of works" would issue a verification certificate to the bank in order for the funds to be transferred to Briton.

As the top surface of **Snowflex®** is accurately measured and recorded to the millimetre in production, delivered quantities are also accurately known. Briton's installation techniques have been developed so that material wastage is kept to a minimum. Briton will undertake to install as much of the sliding layer as is possible from the 100% delivered to meet the project design agreed upon by Briton and Client. However, it is impossible to install **Snowflex®** over interesting terrain and features without creating some wastage. Under normal circumstances there is approx. 3% wastage in the installation process. It is also worth noting; that due to features and the fact that installation is on inclined lengths (and sometimes even verticals), there will be a discrepancy between the area shown on plans and the actual area of material used.

Measurement for final payment will be based on the top surface delivered, such that, at the end of the contract, Briton will expect 100% payment for installation of the delivered area of material as distinguished from installed area of material.

In order to be sure that the maximum amount of top surface can be installed, Briton will supply an excess of all other materials (for example: anchors, joint plastics, pipes, nozzle carriers, synturf.) At the end of the installation, any surplus of those materials delivered, are to be returned to Briton, at Briton's cost. Although, some materials will be left for maintenance and repairs.

Guarantee - Snowflex®

Snowflex® has a 12 month guarantee against any manufacturing or installation faults, which would adversely affect snow sports properties.

Though stringent quality control measures are in place during manufacture and installation, it is possible that **Snowflex®** may have some very minor manufacturing and installation blemishes, including infrequent spots of discolouration, minor rippling and gaps (up to 10mm) between tiles from installation (because of the smooth nature of **Snowflex®**, these blemishes may potentially show only after installation). Small blemishes that do not affect the performance of the product, are not included in the warranty, though the installation team will do what they can in order to resolve any issues prior to slope handover.

On report of a manufacturing, or installation fault, Briton will make an initial determination and consult with the client/operator as to whether it will affect performance and how to best resolve the issue. It is possible that some issues could be remedied by the trained staff on site with instruction from Briton more quickly than if Briton's team have to travel to site, however, if necessary, Briton's staff will return to site to remedy faults. Briton will carry this guarantee work out free of charge.

Manufacturing faults

In the unlikely event that the monofilament should push out or otherwise collapse to such an extent that the ski edges are causing damage to the underlying scrim face, within the guarantee period, Briton will undertake to replace the affected area of sliding layer where the area of scrim damage is in excess of 30% of any area measuring 1m x 1m at no cost to Client.

Installation faults

In the unlikely event that the **Snowflex®** sliding surface becomes significantly unsafe (i.e. if the sliding layer becomes loose, or a corner comes up), and that it is proven to be attributable to an installation fault by any member of the Briton installation team, within the guarantee period then Briton shall undertake to repair the surface at its sole cost.

Wear

In the unlikely event that the monofilament fibre should wear out to such an extent that the ski edges are causing damage to the underlying scrim face within the guarantee period. Briton Engineering Developments will undertake to replace the affected area of sliding layer where the area of scrim damage is in excess of 30% of any area measuring 1m x 1m at no cost to Client.

Period of Guarantee

This guarantee is effective for 12 months from the date of acceptance of the system by client (slope handover).

For subsequent years the guarantee may be extended for the items above, subject to a fee to be negotiated at the end of the first year's operation and prior to renewal.

Any dispute or disagreement relating to the guarantee, including whether a manufacturing or installation fault exists, shall be resolved under Section 12.4 of the Terms and Conditions.

History of Briton Engineering Developments Ltd

In 1979 Briton Engineering was launched with the unveiling of the Britonlift Portable Ski Lift at the Daily Mail International Ski Show in Earls Court, London. This machine designed for snow was used world-wide, including at two Winter Olympic Games, in Japan & France. It also featured on BBCs flagship contemporary science and technology show “Tomorrow’s World” amongst other TV programmes.

The cost conscious British dry slope business thought this was the answer to cheap uplift. However, the petrol engine was not best suited to running all day throughout the year on synthetic slopes, so Briton endeavoured to design and build ski lifts that were suitable. In 1984 Briton also became the UK agent for Doppelmayr, now the world’s leading passenger ropeway manufacturer.

In 1984 Briton decided to develop a lubrication system for dry slopes. There had been as many as 30 attempts by various companies to tackle this problem, all of which were all unsatisfactory. BritonMist ski surface lubrication was the first system to work effectively and despite poor surface available at the time, it dramatically improved the quality of “dry slope” skiing.

During the installation of BritonMist systems it became abundantly clear that the design, construction and civil engineering of “dry slopes” were truly appalling. Briton Engineering Developments soon concluded that the solution to this problem was to take control of the design, specification and construction of the entire project. Several projects were carried out which proved the immeasurable benefits of this approach. A 6000m² project in Denmark was the chief exemplar. However, Briton was always in the hands of the “mat” manufacturers which, most of the time, frustrated real progress. In addition to this, it was an accepted fact that the development of all season’s snow sports has been severely inhibited by the matting on offer. The simple reason being that it was “boring and you hurt yourself”.

This provided Briton Engineering Developments with the impetus to try and revolutionize the market. The answer to this problem began in 1993 when Briton won a SMART award from the UKDTI. this was for the development of a new surface designed specifically for the task, a surface which is now branded **Snowflex**[®]. The company decided to invest heavily in this development and recruited a new team for the project, as comprehensive research and testing had to be undertaken and the technology needed to be proven.

Briton Engineering Developments later won a SPUR award for the development of the manufacturing plant. **Snowflex**[®] made dramatic improvements to the industry, straight away. Injuries virtually disappeared overnight. **Snowflex**[®] behaves more like snow than any other surface (and Briton Engineering Developments have tried and tested over 25 during their research program). Independent industry spokesmen also claim that skiers and snowboarders in the UK are rapidly improving their skills solely because of **Snowflex**[®]. (Substantiated by magazine articles).

Snowflex[®] is now widely accepted to be the best viable synthetic solution to the urban snow sports market.

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Interpretation

- 1.1 In these Conditions: 'Client' means the person who accepts a quotation of Briton for the sale of the Goods or for whose order for the goods is accepted by the Briton. 'Goods' means, the goods (including any instalment of the Goods or any part of them) which the Briton is to supply in accordance with this Proposal. 'Briton' means Briton Engineering Developments Ltd. registered office Lee Mills Scholes Holmfirth HD9 1RT (registration number 1444879). 'Conditions of Sale' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Client and Briton. 'Proposal' means this proposal which, when accepted by Client, is a contract for the purchase and sale of Goods. 'Writing' includes fax, email and any comparable means of communication.
- 1.2 Any reference in these conditions to any statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.4 These Terms and Conditions are hereby incorporated into the Proposal. In the event of any inconsistency between the Terms and Conditions and any other provision in the Proposal, the provision in the Proposal shall control.

2. Basis of the Sale

- 2.1 Briton shall sell and Client shall purchase the Goods in accordance with any written quotation of Briton which is accepted by Client, or any written order of Client which is accepted by Briton, subject in either case to these conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted, or any such order is made or purported to be made, by Client.
- 2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of Client and Briton.
- 2.3 Briton's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Briton in writing. In entering into the Contract Client acknowledges that it does not rely on, and waives any claim for a breach of, any such representations, which are not confirmed in writing.
- 2.4 Any advice or recommendation given by Briton or its employees or its agents to the Client or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by Briton is followed or acted upon entirely at the Client's own risk, and accordingly Briton shall not be liable for any such advice or recommendation which is not so confirmed. However, Client shall be entitled to rely on any demonstrations of the Systems conducted by Briton or its agents and upon all product warranties delivered to Client as part of the System.

3. Literature supplied by the Briton.

- 3.1 Data concerning weights, measures, capacities, prices, performance ratings and the like found in catalogues leaflets advertisements, illustrated pamphlets, price lists and other documents relating to the Goods shall be delivered to Client but not be incorporated into these Conditions unless there is agreement in writing between the authorised representatives of Client and Briton.
- 3.2 Drawings sketches and other technical documents prepared by Briton, as well as samples, catalogues, leaflets, illustrations and the like always remain the original property for the purposes of this Proposal of Briton. The said documents shall not be reproduced, distributed, published or used for the purpose of demonstrations by the Client without the express written consent of Briton.

4. Order and Specifications

- 4.1 No order submitted by Client shall be deemed to be accepted by Briton unless and until confirmed in writing by Briton's authorised representative.
- 4.2 Client shall be responsible to Briton for ensuring the accuracy of the terms of any order placed by Client (including any applicable specification) submitted by Client and for giving Briton any necessary information relating to the Goods within sufficient time to enable Briton to perform the contract in accordance with its terms.
- 4.3 The quantity, quality and description of any specification for the Goods shall be those set out in Briton's Proposal (if accepted by Client) or Client's order (if accepted by Briton).
- 4.4 If any process is to be applied to the Goods by Briton in accordance with the specifications of Client, Client shall indemnify Briton against all loss, damages, costs and expenses awarded against or incurred by Briton in connection with or paid or agreed to be paid by Briton in settlement of any claim for infringement of any patent, copyright design, trade mark or other industrial or intellectual property rights of any other person, which results from Briton's use of Client's specification.
- 4.5 Briton reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to Briton's specification, which do not materially affect their quality or performance.
- 4.6 No order which has been accepted by Briton may be cancelled by Client except with the agreement in writing of Briton and on terms that Client will indemnify Briton in full against loss (including loss of profit), costs (including the costs of labour and materials used), damages, charges and expenses incurred by Briton as a result of cancellation.

5. Price of the Goods.

- 5.1 The price of the Goods shall be Briton's price quoted in the Proposal. All prices quoted for other Goods are valid for 3 months only or until earlier acceptance by Client, after which time they may be altered by Briton without giving notice to Client.
- 5.2 Client shall be liable for any increase in cost of the Goods occasioned by any change in specifications or in delivery dates specified by Client, or any delay caused by Client in the preparation of the site where Goods are to be installed by Briton.
- 5.3 The price is exclusive of any applicable value added tax, which Client shall be additionally required to pay to Briton.

6. Terms of payment

- 6.1 If at any time the Client's LOC is not in effect, the following terms of payment shall be in effect:
 - 6.1.1 Subject to any special terms agreed in writing between Client and Briton, Client shall pay 25% of the price of the Goods at the time a quotation of Briton is accepted by Client or an order of Client is accepted by Briton.
 - 6.1.2 Client shall pay the outstanding balance of 75% of the price of the Goods on the earlier of delivery of the Goods, unless Client wrongfully fails to take delivery of the Goods, in which event Briton shall be entitled to invoice Client for the balance of the price at any time after Briton has tendered delivery:
Or
within 30 days of the date of Briton's invoice notwithstanding that delivery may not have taken place and title to the Goods has not passed to Client.
- 6.2 The time of payment of the price shall be the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.3 If Client fails to make any payment on the due date when Client's LOC is not in effect, then, without prejudice to any other right or remedy available to Briton, Briton shall be entitled to:
 - 1. cancel the contract or suspend any further deliveries to Client;
 - 2. appropriate any payment made by Client to such of the Goods (or the goods supplied under any other contract between Client and Briton) as Briton may think fit (notwithstanding any purported appropriation by Client); and
 - 3. charge Client interest (both before and after any judgement) on the amount unpaid at the rate of 4% per annum above Barclays Bank PLC base rate from time to time or 7.5% above the Austrian National Bank base rate from time to time, whichever is the higher until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

7. Delivery

- 7.1 Delivery of the Goods shall be made by Briton delivering the Goods to Client's premises on the quoted delivery date.
- 7.2 Any dates quoted for delivery of the Goods are approximate only and Briton shall not be liable for any delay in the delivery of the Goods howsoever caused. Time for delivery shall not be the essence unless previously agreed by Briton in writing. The Goods may be delivered by Briton in advance of the quoted delivery date upon giving reasonable notice to Client.
- 7.3 If Briton fails to deliver the Goods for any reason than any cause beyond Briton's reasonable control, then Client shall have all legal remedies available to it.
- 7.4 If Client fails to take delivery of the Goods or fails to give Briton adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond Client's reasonable control or by reason of Briton's fault) then, without prejudice to any other right or remedy available to Briton, Briton may:
 - 7.4.1 store the Goods until actual delivery and charge Client for the reasonable costs (including insurance) or storage; or
 - 7.4.2 sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to Client for the excess over the price under the contract or charge Client for any shortfall below the price under the contract.

8. Risk and Property

- 8.1 Risk of damage to, or loss of the Goods, shall pass to Client at the time of delivery to Client's premises or if Client wrongfully fails to take delivery of the Goods, at the time when Briton has tendered delivery of the Goods.
- 8.2 Even though risk in the Goods has passed in accordance with clause 8.1, Client will not own the Goods until one of the following events occurs:
 - 8.2.1 Briton has paid for the Goods and no other amounts are outstanding from Client to Briton in respect of other goods supplied by Briton;
 - 8.2.2 Client sells the Goods in accordance with this contract in which case ownership of the Goods will pass to Client immediately before the goods are delivered to Client's customer;
 - 8.2.3 Briton waives its rights under clause 8.2 in respect of specified Goods whereupon ownership of those Goods will immediately vest in Client.

- 8.3 Before title has passed to Client under the terms of clause 8.2 and without prejudice to any of its other rights, Briton shall have the right to recover and resell the Goods or any of them and may enter upon Client's premises by its servants or agents for that purpose.
- 8.4 Until payment due under all contracts between Client and Briton has been made in full:
 - 8.4.1 Client shall hold upon trust for Briton the Goods.
 - 8.4.2 in the event of a sale or hire of the Goods by Client, it shall hold the proceeds of such a sale or hire on trust for Briton in a separate bank account opened by Client for that purpose;
 - 8.4.3 Briton may trace all such proceeds of sale or hire charges received by Client through any bank or other account maintained by Client;
 - 8.4.4 in the event of sale or hire of the Goods by Client in the ordinary course of its business Client shall assign its rights to recover the selling price or hire charges from the third parties concerned to Briton if required to do so in writing by Briton;
 - 8.4.5 Client shall not assign to any other person any rights arising from the sale or hire of the Goods without the express consent of Briton in writing.
- 8.5 As the insurable risk of the Goods shall pass to Client as soon as the Goods are delivered to it, Client shall keep the Goods insured in the amount of the price at which the Goods are sold to Client against all insurable risks.
- 8.6 If Goods are destroyed by an insured risk prior to the same being paid for by Client, Client shall receive the proceeds of the insurance as trustee for Briton.

9. Warranties and Liability

- 9.1 Subject to the conditions set out below Briton warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in materials, workmanship and installation (unless Client carried out such installation) for a period of twelve months from the date of delivery.
- 9.2 The above warranty is given, by Briton subject to the following conditions:
 - 9.2.1 Briton shall be under no liability, in respect of any defect in the Goods arising from any drawing, design or specification supplied by Client.
 - 9.2.2 Client shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Briton's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Briton's approval;
 - 9.2.3 if Briton shall be requested by Client to carry out any repairs, make any inspections or replace any part of the Goods under the above warranty (or any other warranty, condition or guarantee) then Briton shall pay all of its labour and transport costs) reasonably incurred by Briton in complying with Client's request.
- 9.3 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4 Except in respect of death or personal injury caused by Briton's negligence, Briton shall not be liable to Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by the negligence of Briton, its employees or agents or otherwise) which arise out of or in connection with the supply of Goods or their use or resale by Client, except as expressly provided in these Conditions or any warranty furnished as part of the Proposal.
- 9.5 Briton shall not be liable to Client or to third party to any extent greater or other than the cover available to it under the policy or policies referred to below (after such cover has been applied in meeting any such liability as is mentioned in 9.4 above as may be covered thereby). Briton maintains public and product liability insurance to a value of not less than £2,000,000 in respect of any one occurrence and copies of the policy or policies are available for inspection at any time. Seller shall provide evidence of such insurance to Client upon Client's request.
- 9.6 Briton shall not be liable to Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Briton's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Briton's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Briton's reasonable control:
 - 9.6.1 Act of God, explosion, flood tempest, fire or accident;
 - 9.6.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 9.6.3 acts, restrictions, regulations, bye-laws, prohibition or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 9.6.4 import or export regulations or embargoes;
 - 9.6.5 strikes, lock-outs or industrial actions or trade disputes (whether involving the employees of Briton or third party).

10. Indemnity

- 10.1 If any claim is made against Client that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, Briton shall indemnify Client against loss, damages, costs and expenses awarded against or incurred by Client in connection with the claim, or paid by Client in settlement of a claim, provided that:

- 10.1.1 Briton is given full control of any proceedings or negotiations in connection with any such claim;
- 10.1.2 Client shall give Briton all reasonable assistance for the purposes of any such proceedings or negotiations;
- 10.1.3 except pursuant to final award, Client shall not pay or accept any such claim, or compromise any such proceedings without consent of Briton (which shall not unreasonably be withheld);
- 10.1.4 Client shall do nothing which would or might vitiate any policy of insurance or insurance cover which Client may have in relation to such infringement, and this indemnity shall not apply to the extent that Client recovers any sums under any such policy or cover (which Client shall use its best endeavors to do);
- 10.1.5 Briton shall be entitled to the benefit of, and Client shall accordingly account to Briton for, all damages and costs (if any) awarded in favor of Client which are payable by or agreed with the consent of Client (which shall not unreasonably be withheld) to be paid by any other party in respect of any such claim; and other party in respect of any such claim; and
- 10.1.6 Without prejudice to any duty of Client at common law, Briton shall be entitled to require Client to take such steps as Briton may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which Briton is liable to indemnify Client under this clause provided all such steps are taken at the expense of Seller.

11. Insolvency of Client

- 11.1 This clause applies if;
 - 11.1.1 Client makes any voluntary arrangement with its creditors or becomes subject to an administration order (being individual or firm) becomes bankrupt or (being a firm) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 11.1.2 An encumbrancer takes possession, or a receiver is appointed over any of the property or assets of Client; or
 - 11.1.3 Client ceases, or threatens to cease, to carry on business; or
 - 11.1.4 Briton reasonably apprehends that any of the events mentioned above is about to occur in relation to Client and notifies Client accordingly.
- 11.2 If this clause applies, then without prejudice to any other right or remedy available to Briton, Briton shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to Client, and if the Goods have been delivered but not paid for the amount unpaid shall be immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. General

- 12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving this notice.
- 12.2 No waiver by Briton of any breach of the contract by Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.3 If any provision of these conditions is held by any competent authority to be invalid or illegal, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
- 12.4 Any dispute or matter in question between Client and Briton arising out of or relating to this Proposal shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.
- 12.5 The Proposal shall be governed by the laws of Virginia and the federal laws of the United States of America.
- 12.6 This Proposal shall be binding upon the successors and permitted assigns of Client and Briton.

I accept the terms and order to this specification:
If signed this document will act as the contract alongside the LOC

Client:

Signed

Date

Briton:

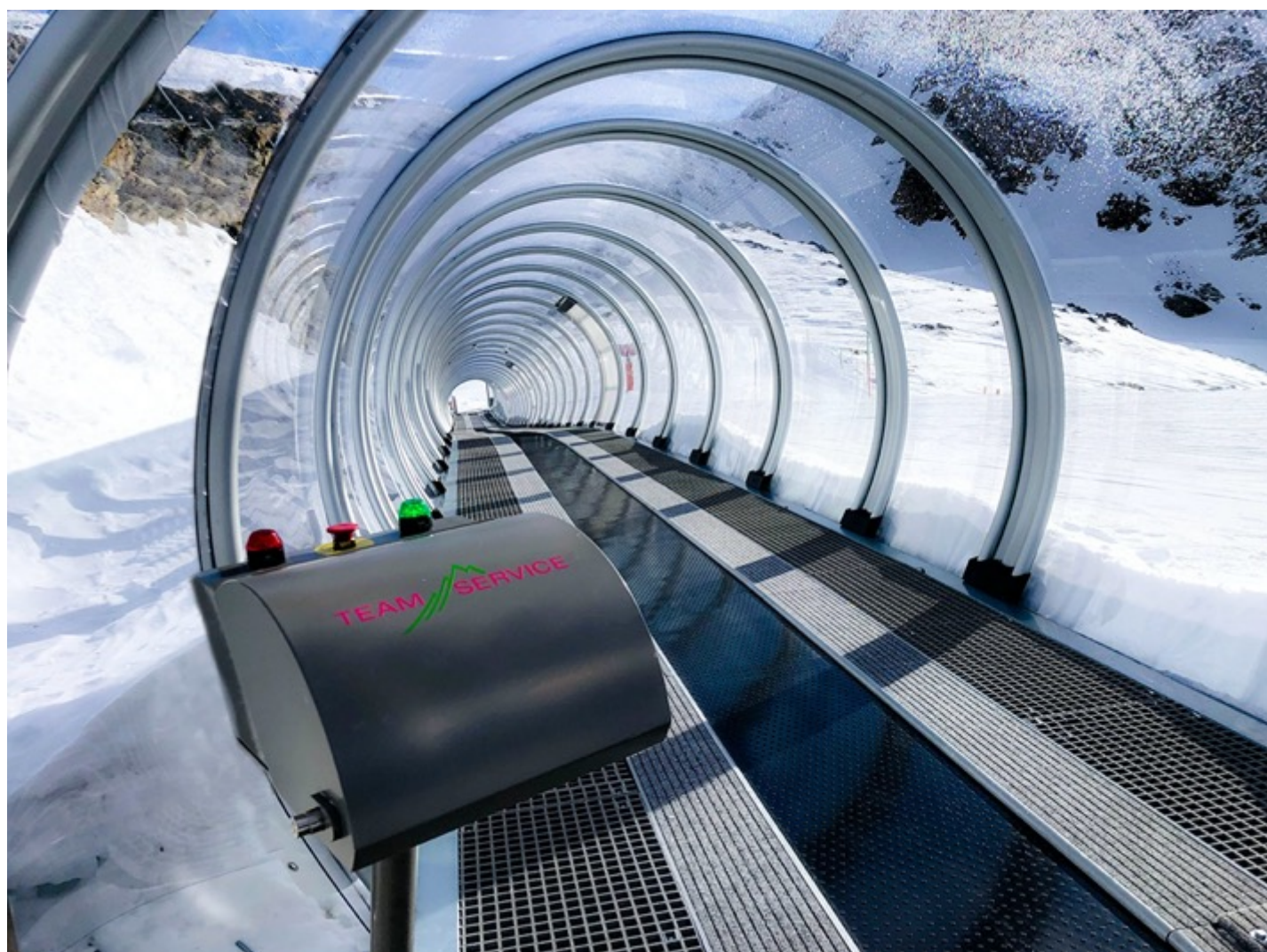
Signed Brian Thomas for and behalf of Briton Engineering Developments Ltd

Date

**APPENDIX 1
SPECIFICATIONS**

If left blank there are no appendix items at this time

OFFER N°	PM 23-22
DATED	October 3rd 2022
CUSTOMER COMPANY NAME:	Sleepy Hollow
CITY:	
SYSTEM LENGTH:	600t
SYSTEM WIDTH:	24 inches
MOTOR:	TS20-PREMIUM 2 x 11W



TEAM SERVICE SRL

Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010

Dear Jeffrey,
in reference to your kind request for a carpet lift, please find below our offer:

Technical data:

- Belt length **600**.
- Carpet effective length **602** (10ft included in the stations).
- **N° 60** of linear and modular 3-meters-long elements making up the carpet (Customer already own modules for the project)
- Drive unit with **2 x 11W or 30 HP** motor brand **Sew-Eurodrive**, market leader.
- Adjustable speed from **0,66 to 2,3 ft/s**.
- Rubber belt width **24inches**.
- Supporting structure in high quality galvanized steel.
- PVC side sheets to keep the area under the carpet clean and level the snow with the side walkways.
- Positioning of the installation on the ground using height-adjustable feet.
- Stainless steel tanks for the belt sliding.
- The modular assembly system is designed to guarantee fast system assembly.
- Side walkways in fiberglass covered with non-slip material.
- Bee nest rubber belt with stainless steel closure.
- The belt is designed to be shortened directly by the customer during the normal lengthening period (first month of use from new) **without additional costs**.
- The belt is equipped with 2 portable emergency pushbuttons, one for the top station and one for the bottom station.
- An infrared heater is installed in the drive station to avoid snow and ice formation, controlled automatically by an ultrasound sensor that regulates its ignition, intensity and shutdown and melting the snow deposited under the drive station.
- Hydraulic belt tensioning system installed in the return station (downhill).
- Integrated electrical cabinet.
- Our software allows you to view all the inputs and outputs of the PLC and therefore to monitor all the terminals of the system.
- The carpet can be connected to the internet, in this way we can always intervene remotely to fix any electrical or electronic problem allowing the customer not to bear the travel costs and above all **preventing any down time or stopping**.
- The carpet has automatic restart and automatic start (there is a proximity sensor installed on the bottom station) so that on days of intermittent flow it is possible to save electricity by keeping the system in standby or at reduced speed, up to when a person is not boarding on the system.
- Snow removal system (for snowfall up to 40-50cm) and automatic ice breaker.

TEAM SERVICE SRL

Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010

CERTIFICATE:

The carpet is built according to the EN15700 standard and also complies with all current European regulations regarding the safety of operators in maintenance operations.
 The product is also certified ANSI B77.1 and CSA Z98.

ESTIMATED CAPACITY PER HOUR:

Carpet width:	24inches	47 inches
Speed	2,3ft/s (increasable)	2,3ft/s (increasable)
Distance between people approx:	5ft/people	5ft/people
Capacity:	1.800 people/hour	3.600 people/hour



Saint
(Quebec)



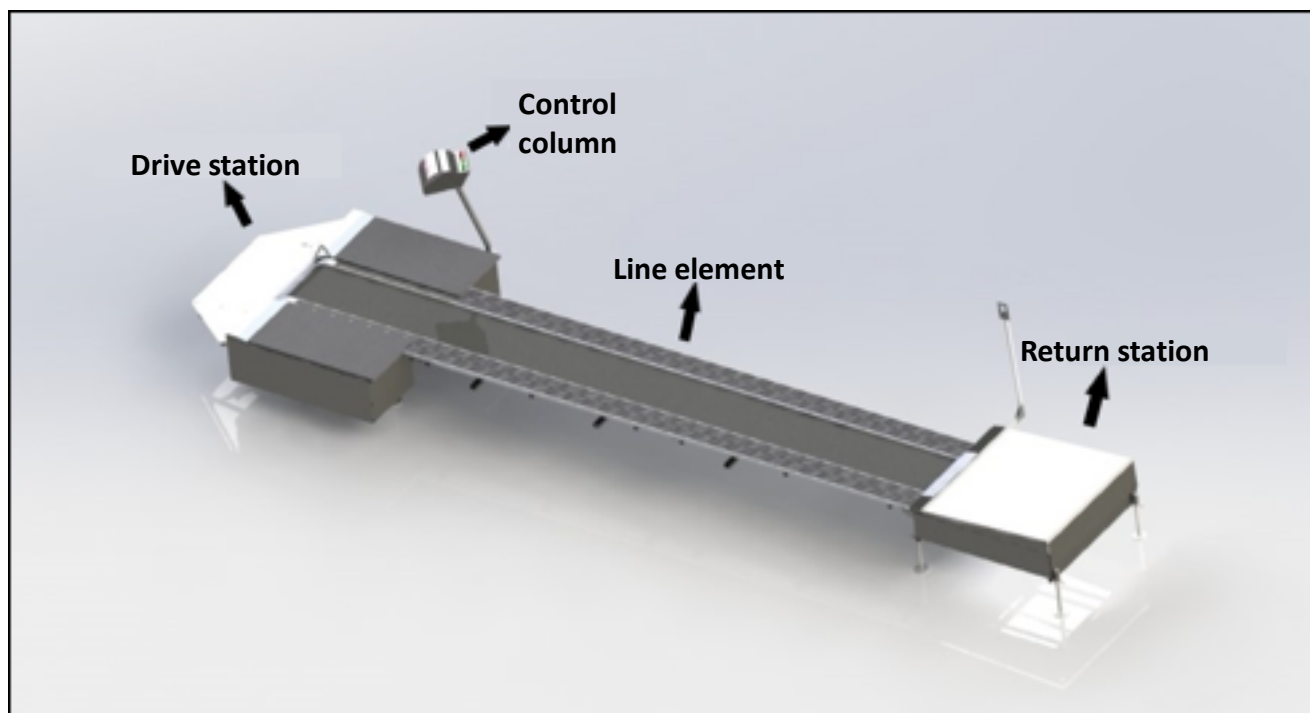
Bruno – Canada

TEAM SERVICE SRL

Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010

Serfaus-Fiss-Ladis (Austria) – 47,2 inches wide carpet at full load

TECHNICAL DATA OF THE SYSTEM



Minimum length: 236 inches

Maximum width: 98 inches

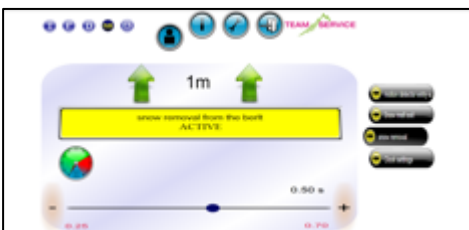
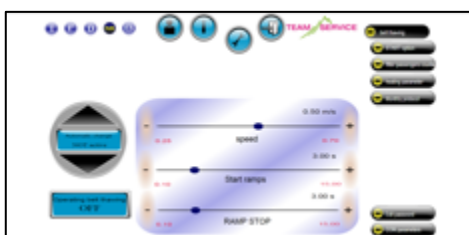
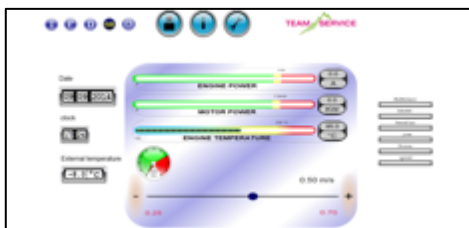
Belt width: 32 inches

Belt speed: 0,66 – 2,3 ft/s

Maximum slope: 25%

TEAM SERVICE SRL

Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010



CONTROL COLUMN:

The control panel is a fundamental and distinctive component of our product. A management Touchscreen is installed on it which, when not in use, is protected from atmospheric agents through a sliding cover.

From the Touchscreen, you can manage the system's multiple functions quickly and easily and immediately check for any causes of malfunction and / or shutdown.

From the home page you can choose the language, view the date, time, outside temperature, rubber belt tension, amperage, consumption and engine temperature. Also, from the home page, it is possible to view and change the operating speed of the system.

Below, we report the most significant functions of the software:

TIMELY ERROR DETECTION: It is possible to view the status of the carpet safety systems in real time and accurately locate the error that blocks their operation. Each time the system stops, a screen explains to the operator the type of fault and where it is located.

AUTOMATIC ICE CLEANING SYSTEM: The screen relating to the "de icing" function allows you to eliminate the ice present between the rubber belt and the side cover walkways. By activating this function, the belt will move both in the direction of travel and in the opposite direction. The "de icing" function allows you to set various parameters such as: speed, start ramp and stop ramp. These three parameters are used to decide how much pressure to exert on the belt in order to clean it quickly and open it to the public.

SNOW REMOVAL FUNCTION: allows you to quickly clean the carpet after a snowfall, temporarily disabling the safety sensors. In this way the snow is brought to the top and by positioning a snow blower near the exit it is possible to remove it quickly and without any effort.

ANTI-ICE FUNCTION: activated at the end of the day, when the carpet is no longer in use. This feature requires the carpet to move autonomously during the night to avoid the formation of ice. The parameters, according to which the carpet is activated, can be either the external temperature (it activates below the temperature set by the operator), or the predefined time periods (the operator sets that the carpet must move for "x" seconds every "y" minutes).

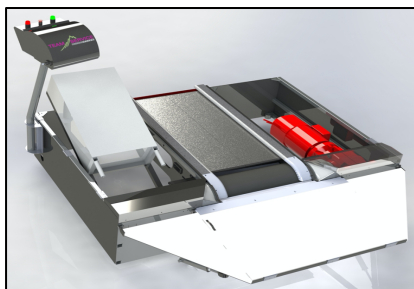
REMOTE ASSISTANCE: the system also has the possibility of being put "online", allowing Team Service technicians, in case of need, to connect to the carpet remotely and provide assistance 24 hours a day. This service is very useful for quickly and easily solving almost all the operating problems that may arise.

To activate this service, no additional costs are required, but the provision by the customer of a stable network connection.

MONITORING AND DATA ARCHIVING: the system displays and saves various information in an internal PLC memory such as: number of steps, hours of use, used kW and motor amperages. This information is provided on a daily, weekly, monthly and annual basis. By using a USB stick or by connecting with a PC external to the system, it is possible to download all the data generated by the carpet in Excel format.

TEAM SERVICE SRL

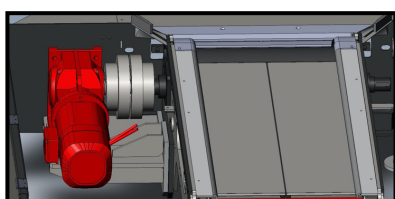
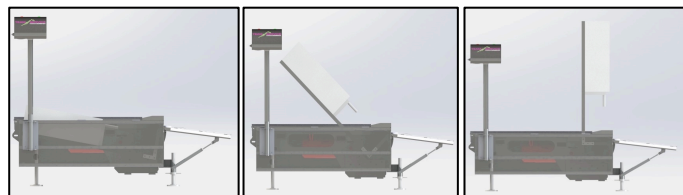
Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010



DRIVE STATION:

The drive station, installed on the top of the system, has been designed to have a compact shape and minimize the height from the ground. This solution has been designed to reduce as much as possible the amount of snow needed to level the carpet landing area. Inside the side boxes, the electric panel and the carpet motor are installed.

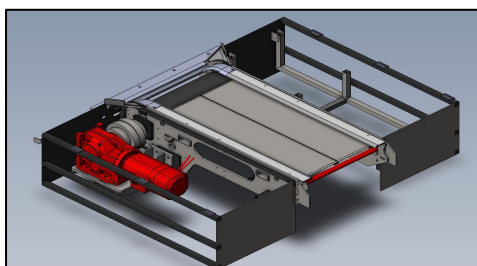
The electrical panel is installed above a mobile metal structure and placed inside the right-side box of the drive station. In case of need, it is possible to lift the electrical panel in a vertical position, so that you can work comfortably on your feet. The mobile metal structure has a gas spring which serves to facilitate the lifting of the electrical panel and after to slow down its descent. This solution also allows to completely free the space inside the right side box of the drive station and therefore to access the space below the station, to carry out any checks and / or remove the snow accumulated under the drive roller (if not equipped with a pit).



The conveyor belt is driven by a three-phase straight bevel geared motor. Our engines are Sew Eurodrive, world leader in the sector.

Depending on the belt length, the rated power is equal to 5.5 - 7.5 - 11 - 18.5 - 22 Kw. For longer lengths, we use a double motorization with nominal power equal to 2x11 - 2x18.5 - 2x22 Kw and higher.

The coupling between the drive shaft and the drive roller is achieved by means of an elastic joint, to transmit a lower load to the drive roller shaft, when the belt is restarting at full load and to facilitate and speed up the decoupling of the gearbox in case of need.

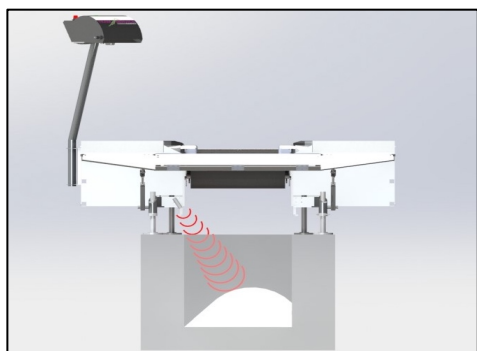
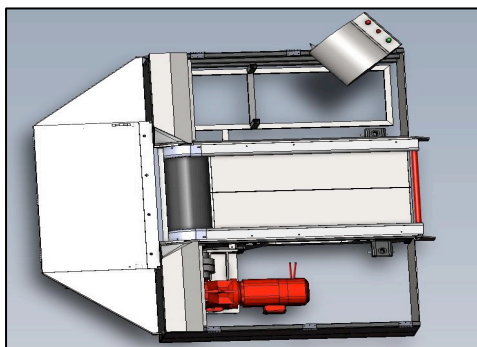


Thanks to the hydraulic tensioning pump used and the combined study of the drive roller and the composition of the rubber belt, we can use a small diameter drive roller (only 350mm). We therefore do not need a larger diameter to compensate for changes in weight and temperature to which the belt is subjected. This system allows us to have a landing platform with a lower height than that of many other carpets on the market.

The drive roller is made of steel rings and covered with rubber. Two grease lubricated flanged bearings guarantee constant roller feed. On the right flanged bearing it is possible to correct the angle of the roller and then center the rubber belt.

The drive roller is equipped with an icebreaker bar which, once activated, removes any accumulation of ice and snow.

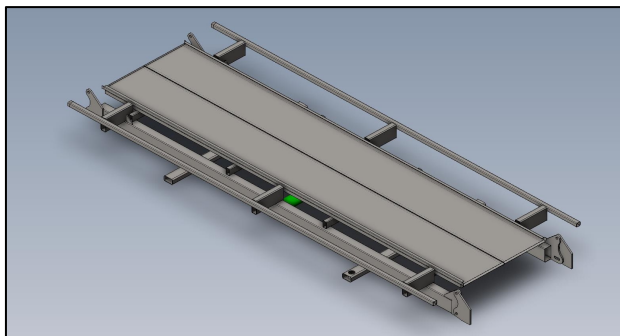
It is always recommended to install a prefabricated concrete pit under the driving station, so that the snow, carried by the carpet, falls inside it. An ultrasonic sensor, installed in the part under the drive roller, automatically controls the switching on / off and the intensity of the infrared heater installed on the top of the pit and necessary to melt the snow accumulated inside it.



TEAM SERVICE SRL

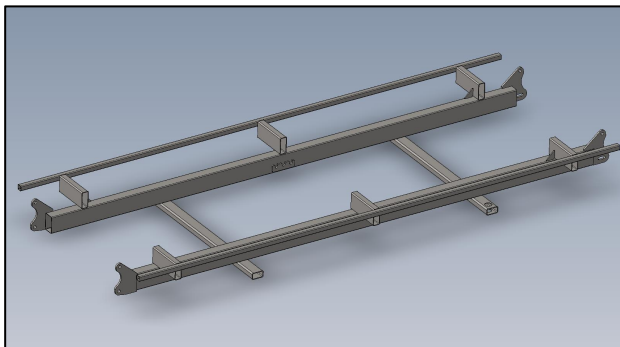
Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010

LINE ELEMENT:



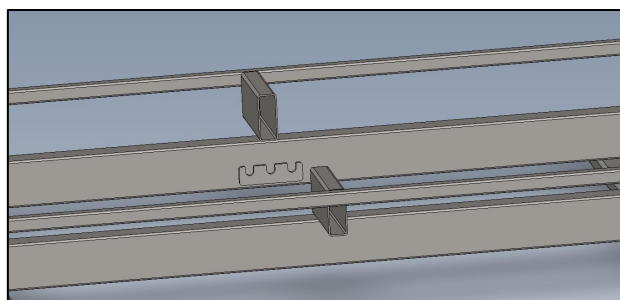
The modules are the intermediate part of the carpet and each has a length of 3m. They are made of the base frame (module), the internal guide (sliding tank) and the side covers (platforms).

The modules are made of galvanized iron while the sliding tanks are made of stainless steel. The modules are bolted together with 4 M16 screws, while the sliding tanks and the lateral platforms are installed with an interlocking system. The installation system combined with the lightness of each single element allows you to assemble our product without the aid of mechanical equipment and in a simple and fast way.

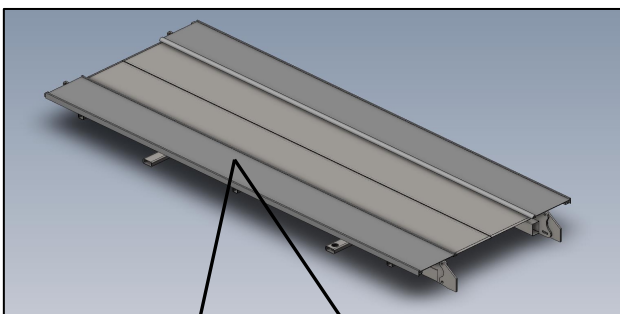


In the two bearing screeds of the module, two circular seats are made for housing the support feet. The feet support the structure and can be adjusted in height to adapt the inclination of the carpet to the ground.

On both sides of the module, there are the return roller supports, on which the belt rests during the return stroke. On one of the two sides of the frame, the support has three different fixing positions, in this way it is possible to change the inclination of the roller to modify the centrality of the belt in the return run. This adjustment system ensures that the belt cannot touch the metal structure at any point and consequently be damaged.

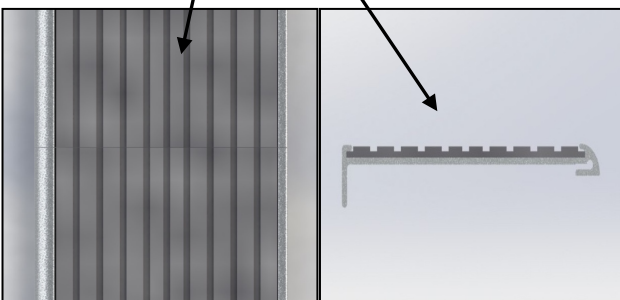


On both sides of the carpet are mounted fiberglass platforms and non-slip moquette. The platforms have an interlocking fixing system that facilitates installation and guarantees uniformity of the distance between the rubber belt and the lateral platform (required by current legislation) along the whole line.



The use of fiberglass and the creation of an extruded profile guarantees our lateral walkways not to undergo variations (expansion or shrinking of dimensions) as the external temperature changes and exposure to the sun. The fiberglass has a variation equal to 0.1% and therefore close to zero.

The profile of the platform has been designed to create a housing for the moquette that covers it. The edges of the moquette are in fact positioned so that they cannot be accidentally raised during the snow removal works.

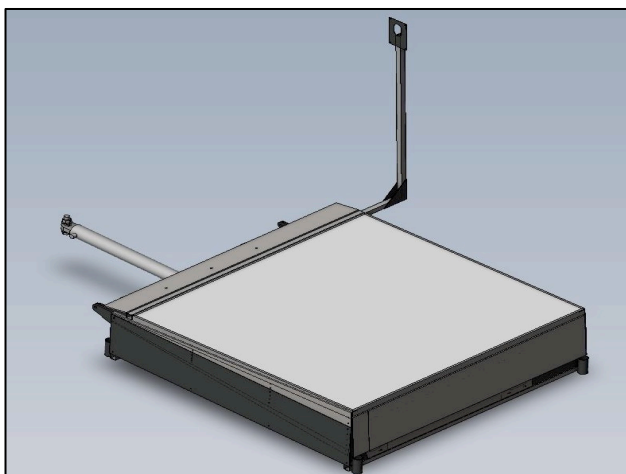


The moquette is glued to the side platform with a special glue. Once the moquette is glued to the fiberglass support, the platform is inserted into a special bag and vacuum packed. With this procedure we guarantee the perfect adherence of the moquette to the fiberglass platform.

TEAM SERVICE SRL

Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010

RETURN STATION:



The return station is installed at the bottom of the system. The limited height and the possibility of adjusting the inclination of the upper part (boarding platform) allows, as in the case of the driving station, to simplify the customer's leveling of snow in the surrounding area necessary for correct access to the carpet.

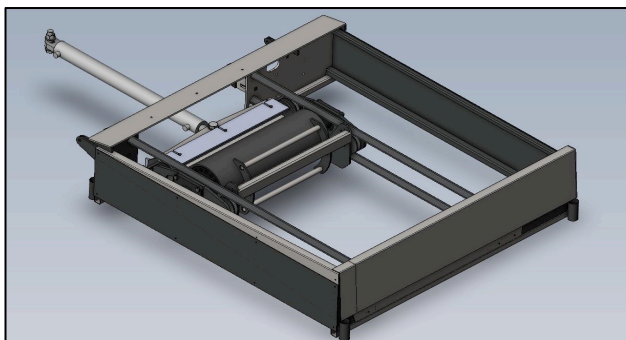
The return roller is mounted on two spherical bearings which connect it to the return trolley. The carriage slides on two tracks to allow tensioning of the belt.

The tension carriage is connected to a hydraulic cylinder. By acting on the specific pump installed in the return station it is possible to tension the belt, increasing the pressure of the hydraulic circuit or decreasing it. Each time the pump is operated, the hydraulic cylinder rod comes out or retracts by moving the carriage forward or backward.



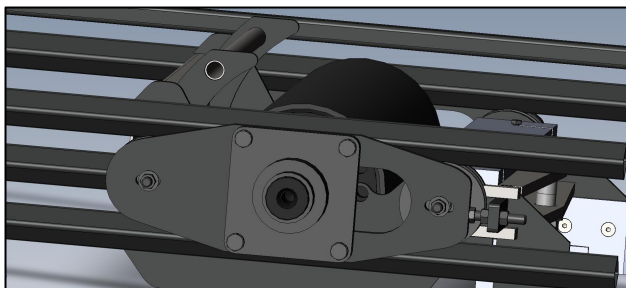
An inductive sensor controls the synchronized rotation between the drive roller and the return roller. This control allows you to continuously check that the belt is perfectly tensioned. In fact, if the speed measured on the return roller is lower than that of the drive roller, it would mean that the belt slips and therefore it is necessary to increase the tension of the belt. In this case an acoustic and digital alarm communicates this error to the operator.

If the carpet is equipped with a digital pressure switch (Optional), the operator can view the hydraulic circuit pressure directly from the management touchscreen.



On the tensioning carriage, a brush is also installed which prevents the deposit of ice and snow on the return roller, keeping it continuously clean.

The control pushbutton installed near the boarding can be placed on the right or on the left according to the customer's needs. This button allows you to make an emergency stop (red mushroom button installed on its top), to turn on the carpet from the valley and to adjust the operating speed of the system.

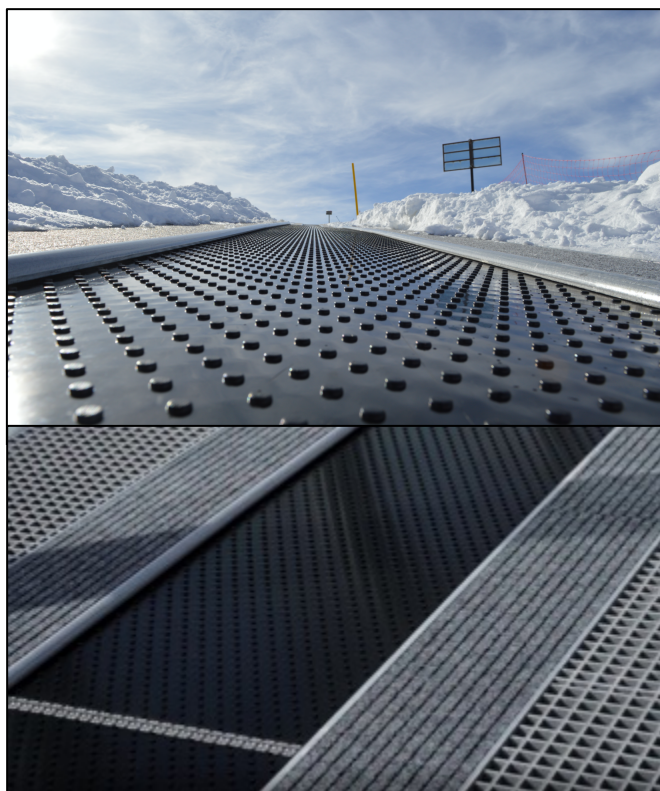


A movement sensor is installed inside the panel. By activating this sensor from the main (top station) control column, it is possible to work in "energy save" mode, that is:

- Stop the carpet and let it act as soon as a customer reaches the boarding station.
- Decrease the carpet operating speed to 0.2m/s and as soon as a customer reaches the boarding station, the system starts operating at the set operating speed (i.e. 0,7m/s)

TEAM SERVICE SRL

Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010



THE BELT: TOP GRIP (optional)

The belt used has been studied together with one of the largest multinationals in the sector in order to have a specific product that could satisfy and resolve the various complexities to which our systems are subjected.

The belt has three layers, the structure is in polyester, the lower or sliding part has a particular resin finish which makes it water-repellent, while the surface is made with a particular compound, which guarantees optimal grip between the skis or the shoes / boots and the surface itself.

The chromatic finish is black, while the surface is cylindrical so that even in the presence of snow on the belt, the skis always have a direct support surface on the rubber. The junctions used to connect the ends of the belt are made of stainless steel.

The belt, according to the total length of the system, is supplied with 2 or more joints of one meter so that it is designed to be shortened directly by the customer during the normal lengthening period.

The belt is pre-stretched at the factory; however, it has a guaranteed maximum elongation of 1% which is achieved in the first month of operation.

Image of the test carried out for the STRMTG (French Ministry of Transport) in which we reached the inclination of 57.5% inclination, with the presence of water on the belt and in the opposite direction to that of ascent.

TEAM SERVICE SRL

Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010

Exclusions:

- Any excavation works, earthworks and cement pit for stations.
- Application for any permits to the relevant municipality or province.
- Anything that is not expressly written in this offer.

Supply:

No.10-12 of weeks after receipt of order.

Transport:

To be Quoted DAP (Delivery at Place)

Warranty:

Two years after delivery date.

Price:

Article		Price offered
Carpet, Model PREMIUM 2 x 11kW		USD 210,917.00
With Bee-nest + automated brush		
Automatic pump		INCLUDED
Rorating brush		INCLUDED
Transport Door to Door	Estimated	USD\$ 24,650.00
INSTALLATION		
OPTION 1: Technical assistance to Installation		USD\$ 8,350.00
OPTION 2: Turn Key Operation by Team Spervice / PLANE MOVER		USD\$ 24,750.00
ENGINEERING ANSI B-77 Code Compliance		USD\$ 5,000.00
Extended Walkway to 18" @ USD\$ 35.00 per linear ft		
	TOTAL	

Payment: 40% upon order placement
40% upon notice of readiness for dispatch
20% upon assembly

Offer validity: 30 days.

We look forward to hearing from you soon and remain at your disposal,

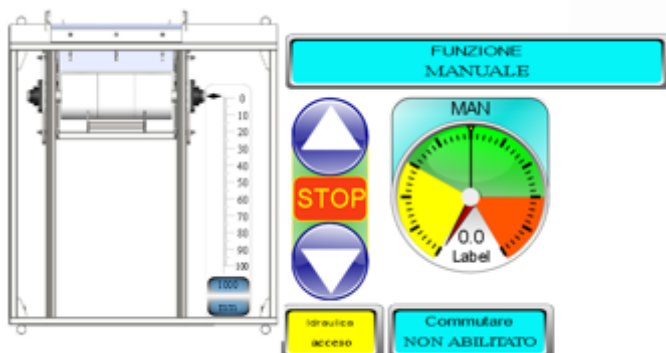
Yours Faithfully



TEAM SERVICE SRL

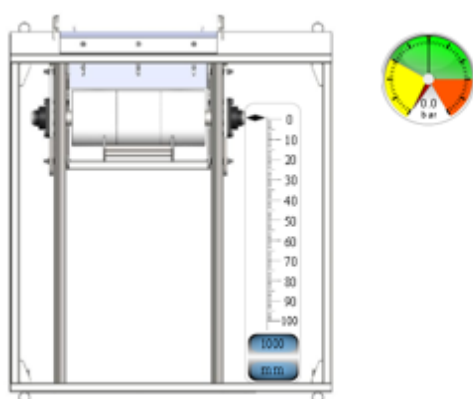
Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010

CARPET OPTIONAL



Automatic pump **INCLUDED**

Connected directly to the plc, the pump works dynamically. Once set on the touchscreen, the pressure to which the belt is to be tensioned, according to the load and the external temperature, automatically increases or decreases the pressure, keeping it constant. It also acts as a compensator, that means, it eliminates any elastic effect that usually occurs in the first 15m of carpet length.



Tensioner carriage pressure

A pressure switch indicates the belt tension pressure on the touchscreen. If the pressure is not correct, an alarm informs the operator of the need to increase the pressure.

Tensioner carriage position sensor

Using the touchscreen it is possible to view the exact position in which the tensioning carriage is located.

When it passes a certain position (the tension dead center), an alarm indicates the need to eliminate one of the 1 meter long pieces of belt.

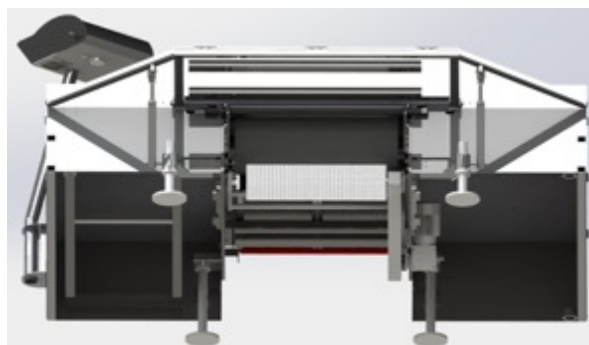
This procedure will only be necessary during the first month of use of the carpet, during which it tends to lengthen.



Cameras, recorders, switches and monitors

(connection and power cables not included)

A camera system can be installed for carpet surveillance. This system proves to be extremely useful in order to operate the carpet without an operator, saving staff costs. The camera system must be integrated with a secondary touchscreen in order to meet the requirements of the current legislation.

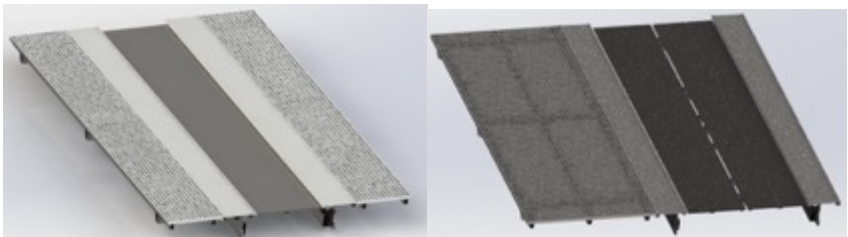
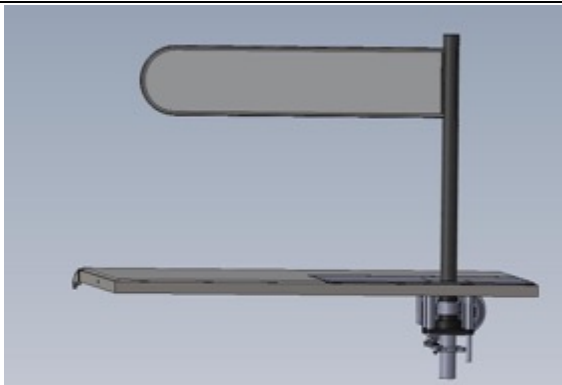


Rotating brush **INCLUDED**

The rotating brush is installed under the drive roller and cleans the belt of any snow deposited. In this way, the snow is not brought below the carpet line during its return to the return station. The brush is also important in the case of summer use to keep the belt clean from the ground and mud.

TEAM SERVICE SRL

Sede legale e amministrativa: Via Sivo 44-ter, 28053 Castelletto Sopra Ticino (NO).
Telefono: +39 0331/1695411 **Fax:** +39 0331/1695415 **email:** info@teamservicesrl.info
P.IVA: 01748430038 **C.F.:** 06914910010

	Additional platform The additional platform allows to increase the lateral walkways from 30cm to 80cm. In this way it is not necessary to level the carpet laterally with snow or earth in order to comply with the EN15700 standard. The additional platforms can be installed on the right, on the left or on both sides of the carpet, with a variable width. The grids are in fiberglass and the top is covered with quartz, to make them non-slip.
	Cadence gate The cadence gate is installed on the return station and it works to cadence the passage of skiers and / or pedestrians on the carpet. It is advisable to use it on carpets longer than 150m in order to respect the minimum distance between skiers equal to 1.5m.
	Secondary touchscreen A secondary touchscreen enables you to control the carpet functions from another command point. The use of the secondary touchscreen must be combined with a camera system. The secondary touchscreen allows you to perform the same operations as the main touchscreen and therefore to control the carpet without the need to dedicate an operator to it.
	SMS alert If the system stops, you receive a message indicating the stop immediately.

**Date**

November 9, 2022

Item No.**ACTION****Roll Call No.****22-1109****Submitted by:****Cassandra Cook
Conservation Ecologist****AGENDA HEADING:**

Approving the purchase of 66.5 acres of land, known as the Meek Property, from Iowa Natural Heritage Foundation within Fourmile Creek Greenway.

INFORMATION:

The Iowa Natural Heritage Foundation (INHF) recently purchased the Meek Property in the Fourmile Creek Greenway. They stepped in on Polk County Conservation's (PCC) behalf working with the Polk Soil & Water Conservation District (Polk SWCD) and the landowner to purchase and hold the parcel while potential project details were figured out. Because a main trunk sewer line parallels Fourmile Creek on this property, Polk SWCD has been working with Des Moines Wastewater Reclamation Authority (WRA) on funding support for this project. The WRA has agreed to offer \$123,874 in support of land purchase (for an easement), and approximately \$1 million for restoration and design costs. INHF had to be the owner to receive the \$123,874 easement payment.

This is a highly valued piece of land in that it is almost completely within the Fourmile Creek FEMA hazard floodplain area, and would add to the corridor of PCC owned and managed land along Fourmile Creek (see attached map). A portion of Little Fourmile Creek also traverses this parcel, providing potential for additional water quality improvements. The Gay Lea Wilson bike trail parallels the property's east boundary.

FISCAL IMPACT:

<u>Amount:</u>	Purchase Price (INHF)	\$346,000
<u>Funding Source:</u>	WRA	\$123, 874
	2022 Bond (Land Acquisition)	~\$223,000

PREVIOUS BOARD ACTION(S):

Date: October 12, 2022

Roll Call: #22-1009

Action: Discussed in closed session.

Date: January 9, 2022

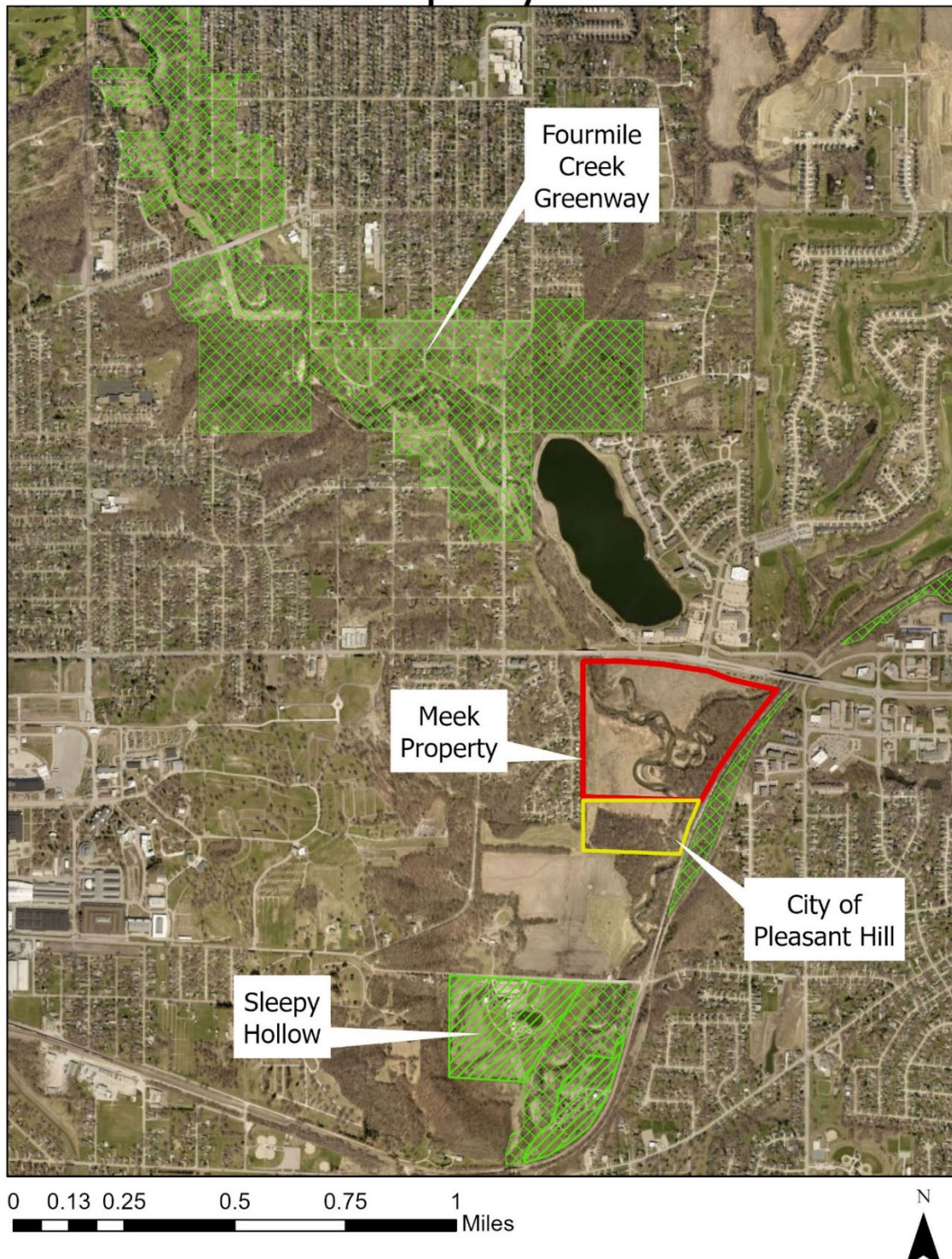
Roll Call: #22-0120

Action: Discussed in closed session.

RECOMMENDATION: Approving the purchase of 66.5 acres of land, known as the Meek Property, from Iowa Natural Heritage Foundation within Fourmile Creek

Greenway and authorize the Director or their designee to sign the repurchase agreement.

Meek Property Location



**Date**

November 9, 2022

Item No.**ACTION****Roll Call No.****22-1110****Submitted by:****Cassandra Cook
Conservation Ecologist****AGENDA HEADING:**

Approving cooperative agreement with the Iowa DNR for financial assistance from the Wildlife Habitat Stamp Grant to fund the Bailey Property acquisition at Chichaqua Bottoms Greenbelt (CBG).

INFORMATION:

Polk County Conservation (PCC) personnel applied for the Iowa DNR Wildlife Habitat Stamp (WHS) Grant to help fund the acquisition and restoration of the Bailey Property at CBG. This is a 48.5 acre parcel in the southeastern corner of CBG that was in row crop production until it was purchased by the Iowa Natural Heritage Foundation (INHF) last fall. Aerial photography indicates several wetland "signatures" on this parcel (presence prior to settlement), which demonstrates great potential for creating wetland habitat and increasing water storage capacity on the landscape.

PCC was fortunate to receive partial funding for acquisition of this property in the amount of \$61,642.00. The Conservation Board needs to approve the agreement in order to receive reimbursement when PCC purchases the parcel from INHF.

FISCAL IMPACT:

Amount: Acquisition Grant \$61,642.00

Funding Source: IADNR Wildlife Habitat Stamp Grant

PREVIOUS BOARD ACTION(S):

Date: May 11, 2022

Roll Call: #22-0513 **(Yea-4, Absent-1)**

Action: Approved staff to apply for an Iowa DNR Wildlife Habitat Stamp Grant for the Bailey Property acquisition and restoration at CBG

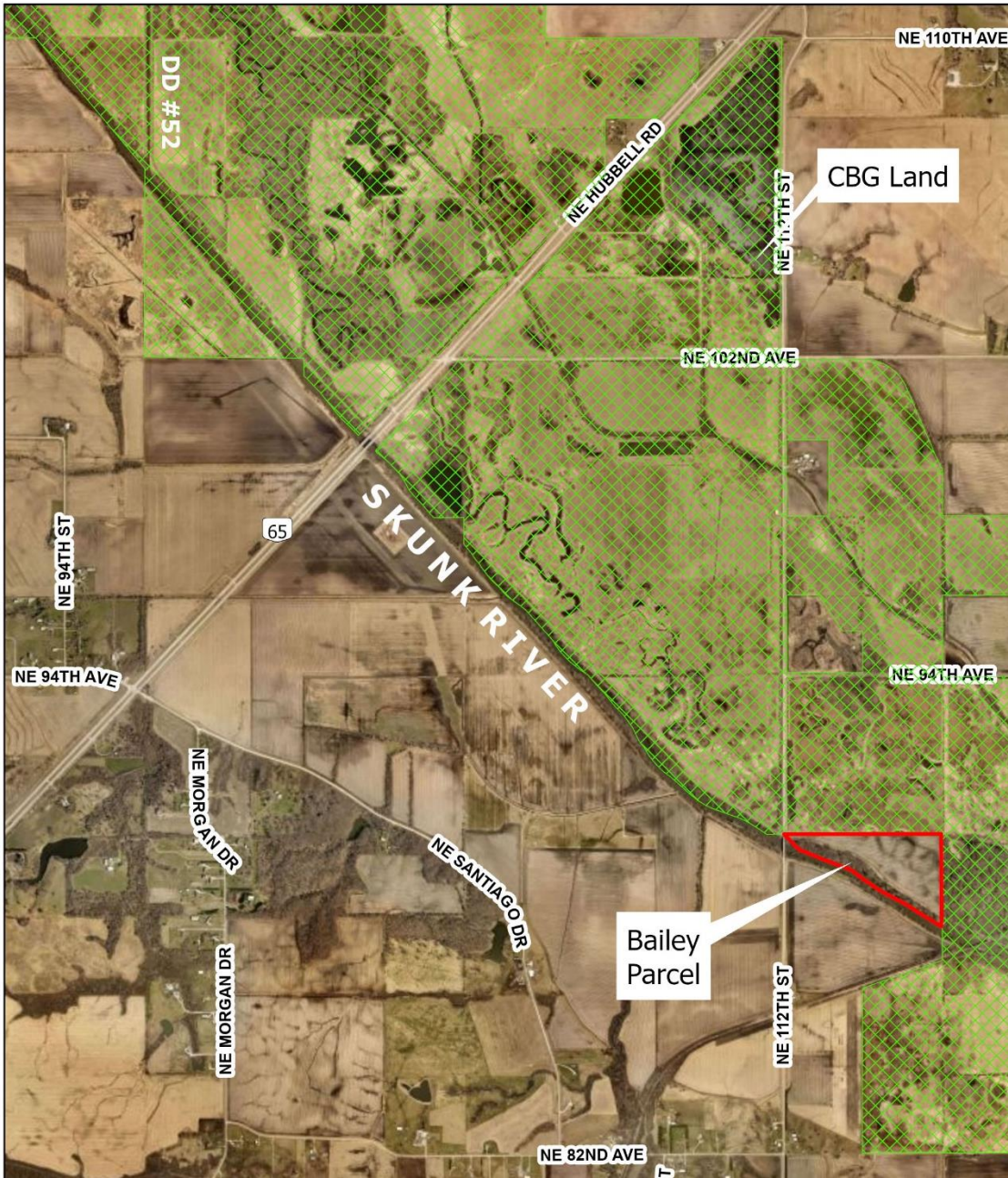
Date: September 8, 2021

Roll Call: #21-0908

Action: Discussed in closed session.

RECOMMENDATION: Approving cooperative agreement with the Iowa DNR for financial assistance from the Wildlife Habitat Stamp Grant to fund the Bailey Property acquisition at Chichaqua Bottoms Greenbelt (CBG) and authorize the Chair or their designee to sign the agreement.

Bailey Parcel Location





October 6, 2022

POLK CCB
CASSANDRA COOK
12130 NW 128TH STREET
GRANGER, IA 50109

Re: Wildlife Habitat Grant #: 23-02W, CHICAQUA BOTTOMS GREENBELT - BAILEY ADDTION

CASSANDRA COOK:

Congratulations! On September 7, 2022, the Natural Resource Commission approved the POLK CCB application for Wildlife Habitat Stamp Funds. The cost-share portion of the grant is not to exceed \$61642.00. Included you will find a copy of the "cooperative agreement" setting out the terms and conditions of the grant. Please carefully review the documentation.

The Conservation Board, at an official meeting, must approve this agreement and the date of the meeting must be entered in the last paragraph of the agreement. If the agreement is approved, please have the appropriate official sign the agreement and return it, along with a copy of the meeting minutes, to my attention for signature by the Department Deputy Director. A copy will be returned to you.

If you have not already done so, please mail or email your updated appraisal(s) **on the current landowner**, to my attention for DNR review and approval as soon as possible. DNR Appraisal Guidelines can be downloaded at the following site:

<http://www.iowadnr.gov/InsideDNR/AboutDNR/RealtyServices.aspx>. The agreement and documents pertinent to State rules and regulations effectively become part of the agreement.

If you have any questions, please contact me at 515-725-8213.

Sincerely,

A handwritten signature in black ink that reads "Kathleen Moench". The signature is written in a cursive, flowing style.

Kathleen Moench
Budget & Finance Bureau

Enclosures

IOWA DEPARTMENT OF NATURAL RESOURCES
Wallace State Office Building, Des Moines, Iowa 50319-0034

COOPERATIVE GRANT AGREEMENT
WILDLIFE HABITAT STAMP FUND

GRANTEE:	POLK CCB	
PROJECT TITLE:	CHICAQUA BOTTOMS GREENBELT - BAILEY ADDTION	
CONTACT PERSON	CASSANDRA COOK	515-323-5392
GRANT AWARD:	\$ 61642.00	
DNR CONTACT/PHONE #:	KATHLEEN MOENCH	515-725-8213

THIS AGREEMENT, entered into by the Department of Natural Resources, hereinafter referred to as the Department and the POLK CCB hereinafter referred to as the Local Entity,

WITNESSETH:

WHEREAS, the Department has established a program (Administrative Rule 571, Chapter 23) known as the Wildlife Habitat Stamp Fund, hereinafter referred to as the Fund, to assist local entities in the acquisition and/or development of land for wildlife habitat purposes and,

WHEREAS, the Local Entity has applied for assistance from the Fund for the following described project:

ACQUISITION OF 48.5 ACRES OF LAND KNOWN AS THE BAILEY PROPERTY IN CHICHAQUA BOTTOMS GREENBELT. THE PARCEL LIES ALONG THE NORTH SIDE OF SOUTH SKUNK RIVER, AND IS SURROUNDED BY POLK CO CONS OWNED LAND. THE PROPERTY WILL BE RESTORED INTO A PRAIRIE-WETLAND COMPLEX TO INCREASE WILDLIFE HABITAT ALONG THE RIVER. LOCATED ON THE EAST SIDE OF 112TH STREET, 2 MILES NORTH OF MITCHELLVILLE, POLK COUNTY, IOWA.

NOW, THEREFORE, be it mutually agreed by the Parties hereto as follows:

The Department agrees to reimburse the Local Entity or seller directly as specified in the Habitat Stamp application, a sum no more than 75 percent of the acquisition and/or development costs upon written request for and proof of costs being liquidated by the Local Entity or by submitting proper documentation as stated in this agreement. In no case shall the costs to the Department exceed that of the grant award.

The Parties further agree hereto:

1. That the project described herein shall be completed by **12/31/2024**.
2. That the Local Entity shall be responsible for maintenance and all expenses related thereto after completion of the project.
3. That the property shall be used for wildlife habitat purposes and no incompatible uses or changes in the property will be allowed. The public shall have access to the property upon such conditions as the Local Entity and the Department shall mutually agree upon.

4. That the property and its use shall remain subject to the regulatory authority of the Department.
5. That the applicable provisions of 571 I.A.C. Chapter 23 and the grant application is hereby incorporated into this agreement.
6. That the property or any part thereof may not pass from the control of the Local Entity or be encumbered in any way without the written approval of the Department.
7. That the remedies for unlawful use or disposal of the property set forth in 571 I.A.C. Chapter 23 shall be applicable and additional to any other remedies available by law.
8. Availability of Funds: If funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, then the Department shall have the right to terminate the agreement without penalty.
9. Upon written approval of the appraisal(s), a maximum of 75 percent of the acquisition payment, up to the grant amount, may be made directly to the land seller, if requested in the application and approved by the commission, or the Grantee, by submitting a letter of request and the following documents:
 - title opinion showing title is clear and marketable
 - offer to buy

Acquisition costs include the lesser of the purchase price paid for the project lands by the grantee, or their fair market value established by a DNR approved appraisal.

10. The following documents are required upon completion of the grant:
 - title opinion showing title is clear and marketable
 - offer to buy
 - copy of the recorded deed naming the grantee as owner
 - copy of the recorded groundwater hazard statement(s)
 - pictures/map of the completed acquisition
 - copies of contract billings, invoices and canceled checks for the development and/or acquisition

THIS AGREEMENT entered into under the authority of action taken at an official meeting of the POLK CCB of POLK County, Iowa, on the _____ day of _____, 20____, all as shown in the minutes thereof, and by approval of the Department of Natural Resources.

Date

Alex Moon, Deputy Director
Iowa Department of Natural Resources

CASSANDRA.COOK@POLKCOUNTYIOWA.GOV

Email

Grantee Signature

#23-02W

Grant Agreement

Print Name

Shaded area for DNR use only

Accounting Department Return Copy to:

Kathleen Moench _____

Doc #:

Date:

POLK CCB

12130 NW 128TH STREET

GRANGER, IA 50109

State ID #:

CV:

Fund/Ag/Org/SubOrg/\$: **0598 542 C900 S1 4124 \$**

**DEPARTMENT OF NATURAL RESOURCES
PROJECT BILLING – WILDLIFE HABITAT STAMP GRANT**

Project billings must be accompanied by all required documentation (invoices, canceled checks, deeds, etc.) covering expenditures included in the billing. If you have questions, please contact the Budget & Grants Bureau at 515-725-8213. Make additional copies as needed.

Grant Recipient: POLK CCB

Project #: 23-02W

Project Title: CHICAQUA BOTTOMS GREENBELT - BAILEY ADDITION

Final Billing: Y or N

Use the table below to list your budget items and the expenditures for each item. You should follow the budget items provided with your grant proposal as closely as possible.

Budget Item	Budget Amount	Expenditures This Billing	"To Date" Item Expenditures
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Totals			
Less Expenditures In Excess of Total Authorized Project Budget:			_____
Total "To Date" Expenditures:			_____
CLAIM REQUEST (___% OF "TO DATE" EXPENDITURES):			_____
LESS PREVIOUS PAYMENTS OF:			_____
TOTAL CLAIM TO BE PAID:			_____

Land Acquisition - List each parcel separately by parcel #. Use purchase price or appraised value, whichever is the lesser.

I certify that this billing is correct and just based upon actual payment(s) of record by the grant recipient, and that the work and services are in accord with the approved grant.

Signature: _____

Date: _____

Print Name: _____

Phone: _____

If you are requesting direct payment to land owner for acquisition, please provide who check should be written to and a W9 with the correct Federal ID# or Social Security #.

Name: _____ Phone #: _____

Address: _____ City, State, Zip _____

**Date**

November 9, 2022

Item No.**ACTION****Roll Call No.****22-1111****Submitted by:****Cassandra Cook
Conservation Ecologist****AGENDA HEADING:**

Awarding lowest contractor bid for tree removal at Easter Lake Park to Green Tree Care & Habitat Restoration in a contracted amount of \$51,250.

INFORMATION:

Polk County Conservation (PCC) staff drafted the Easter Lake North Shore Management Plan in the winter of 2020 to address habitat degradation and associated neighbor concerns in the area between Shoreline Road and the north boundary of the park. Part of the plan requires the removal of invasive and undesirable trees in this area. Current staff workload precludes our ability to take on this project in-house. Phases 1 and 2 have been completed. Bids were requested for tree removals in the Phase 3 area of the restoration plan which encompasses a 5.08-acre section (see map). The scope of work includes removal of all trees that PCC staff have identified for removal. The goal of the restoration plan is to convert this area into oak-hickory savanna, with native prairie understory/herbaceous layer.

Additional work in this ITB included dead ash removals from the area between the park road and the north shore of the lake to remove hazards to visitors.

The Invitation to Bid was published publicly and four bids were received. The lowest compliant bid received was \$51,250.

Bid Results:

Company	Amount
Green Tree Care	\$51,250
J. Pettiecord, Inc.	\$75,330
RW Excavating	\$99,000
Xtreme Tree	\$101,770

FISCAL IMPACT:Amount:

\$51,250

Funding Source:

DNR Section 319 Funding

\$34,104

2022 Bond Funds (Natural Resources)

\$17,146

PREVIOUS BOARD ACTION(S):

Date: November 10, 2021

Roll Call: 21-1112 **(Yea-5, Absent-0)**

Action: Awarding lowest contractor bid for tree removal at Easter Lake Park to J. Pettiecord, Inc. in a contracted amount of \$38,400.

Date: February 09, 2021

Roll Call: 21-0210 **(Yea-5, Absent-0)**

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

RECOMMENDATION: Awarding lowest contractor bid for tree removal at Easter Lake Park to Green Tree Care & Habitat Restoration in a contracted amount of \$51,250 and authorize the Chair or their designee to sign the contract.

Project Area



**Date**

November 9, 2022

Item No.**ACTION****Roll Call No.****22-1112****Submitted by:****Cassandra Cook
Conservation Ecologist****AGENDA HEADING:**

Awarding lowest contractor bid for Timber Stand Improvement at Easter Lake Park to Adaptive Wildlife Management in a maximum contracted amount of \$70,000.

INFORMATION:

In spring of 2020, Polk County Conservation (PCC) staff drafted a restoration plan and received funding from DNR Section 319 to perform habitat restoration and enhancement in the Wymore Timber along the south shore of Easter Lake (see attached map). The goals of this plan are to address habitat degradation and improve infiltration of storm water via an increase in understory herbaceous vegetation. The Wymore Timber had many invasive species throughout and a fairly closed canopy which shaded out forest floor vegetation, making the area susceptible to soil erosion and nutrient loading into the lake. Staff have already removed a majority of the invasive shrubs in this area and have managed weed growth throughout the year. The final part of the plan is performing a Timber Stand Improvement to reduce the presence of "weedy trees" and allow the mature oaks, walnuts, and hickories enough space in the canopy to thrive. PCC staff solicited bids from contractors to perform this timber stand improvement, as the scope of work is larger than our staff capacity at this time. This work is scheduled to take place during winter 2022-2023.

The Invitation to Bid was sent to 8 potential bidders and 3 bids were received. The lowest compliant bid received was \$70,000. This bid was higher than PCC staff anticipated, and the DNR 319 funding is insufficient to cover the costs. PCC will try to work with the Contractor to provide staff support in order to reduce the costs of the work if possible.

Bid Results:

Company	Amount
Adaptive Wildlife Management	\$70,000
Xtreme Tree	\$72,487.50
Impact7G	\$114,670

FISCAL IMPACT:

<u>Amount:</u>	TSI Contract	\$70,000 (max)
<u>Funding Source:</u>	DNR Section 319 Grant Funding	\$8,175
	2022 Bond Funds (Natural Resources)	\$61,825 (max)

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION: Awarding lowest contractor bid for tree Timber Stand Improvement at Easter Lake Park to Adaptive Wildlife Management in a maximum contracted amount of \$70,000 and authorize the Chair or their designee to sign the contract.

Project Location



	Date	November 9, 2022
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 22-1113

AGENDA HEADING:

Action from Closed Session discussion of land acquisition opportunities.

INFORMATION:

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

FISCAL IMPACT: TBD

PREVIOUS BOARD ACTION(S):

Date:

Roll Call:

Action:

RECOMMEDATION:

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