



BOARD MEETING

April 12, 2023

Polk County Administration Bldg., Room 120

111 Court Ave., Des Moines, IA

5:30 PM – PCC Board Meeting

AGENDA

- 1) **Roll Call**
- 2) **Public Comments**
- 3) **Introduction: Easter Lake North Shore Program & Outreach Coordinator – Devon Boes**
- 4) **Financial Reports**
- 5) **Action on the Minutes of the Previous Meeting(s)**

CONSENT AGENDA

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

- 6) **Approving** bill list.
- 7) **Ratifying** Polk County Conservation (PCC) Board's electronic vote on March 22, 2023, approving funding (in accordance with the county procurement process) to add PCC Law Enforcement Staff to the Axon/Polk County five-year contract for mobile video recorders in the amount of \$186,028 with a 10% contingency.
- 8) **Awarding** the lowest contractor bid for replacing existing fuel tanks at Jester Park, Jester Park Clubhouse, Jester Park Golf Course Maintenance Shop and Yellow Banks to Seneca Companies in a contracted amount of \$67,487.48 with a 10% contingency.
- 9) **Directing** staff to apply for the Iowa Department of Natural Resources Wildlife Habitat Stamp grant for the Miller Property restoration at Chichaqua Bottoms Greenbelt and complying with the resolution requirement.

ACTION ITEMS

- 10) **Awarding** the contract for installation of new snowmaking infrastructure on the tubing hill located at Sleepy Hollow to TechnoAlpin in an amount not to exceed \$171,902.30.
- 11) **Awarding** the contract to the lowest bidder, Musco Sports Lighting LLC, for a lighting system for the new Snowflex hill located at Sleepy Hollow in an amount not to exceed \$211,015.
- 12) **Approving** the amendment to the agreement between Shive-Hattery, Inc. and Polk County Conservation for additional engineering and design services needed to complete the Sleepy Hollow Sports Park SnowFlex bid package development in an amount of \$77,500.
- 13) **Approving** a Memorandum of Understanding (MOU) with the City of Des Moines for the development of the Lauridsen Skatepark Parking Lot project contingent the final form of the agreement largely conforms to the draft agreement.
- 14) **Approving** Addendums 12 (Mobile Video Recorder Policy) and 13 (Criminal Justice Information Services Policy) for inclusion into the Polk County Conservation Law Enforcement Manual.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

15) Land Acquisition

ADJOURNMENT

Upcoming Events

- April 12 – Polk County Conservation Board Meeting at Polk County Admin Building, Rm 120, 111 Court Ave, Des Moines, IA
- April 15 – [Annual Sandhill Crane Count](#) at Chichaqua Bottoms Greenbelt
- April 15 – [Beer and Bagel Run](#) at Jester Park
- April 21 – [Earth Day Trash Bash](#) at Fort Des Moines Park
- April 28 – [Arbor Day Tree Hike](#) at Fort Des Moines Park
- May 7 – [Skate DSM's](#) first clinic of the summer season at Lauridsen Skatepark
- May 10 -- Polk County Conservation Board Meeting at Jester Park Nature Center

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 03/31/23 (75.0% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	\$ 1,032,000	\$ 986,055	\$ 45,945	95.5%
0213	Equipment	\$ 5,000	\$ 85,473	\$ (80,473)	1709.5%
6006	Environmental Ed	\$ 102,000	\$ 101,785	\$ 215	99.8%
6009	Natural Resources	\$ 124,000	\$ 116,309	\$ 7,691	93.8%
6101	Administration	\$ 20,500	\$ 29,229	\$ (8,729)	142.6%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ -	\$ 223,118	\$ (223,118)	0.0%
6110	Parks Advocacy Unit	\$ 722,500	\$ 515,420	\$ 207,080	71.3%
6118	Fleet Services	\$ 20,000	\$ 18,587	\$ 1,413	92.9%
6119	Construction/Maint.	\$ -	\$ 12,050	\$ (12,050)	0.0%
6124	Equestrian Center	\$ 260,000	\$ 161,302	\$ 98,698	62.0%
Sub-Total - General Fund 1		\$ 2,286,000	\$ 2,249,328	\$ 36,672	98.4%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 100,000	\$ 53,673	\$ 46,327	53.7%
6127	Miscellaneous	\$ 1,000	\$ 5,051	\$ (4,051)	505.1%
6128	Cabins	\$ 140,000	\$ 106,887	\$ 33,113	76.3%
6129	Lauridsen Skatepark	\$ 25,000	\$ 11,763	\$ 13,237	47.1%
Sub-Total - General Fund 6		\$ 266,000	\$ 177,374	\$ 88,626	66.7%
REAP - Fund 26					
0211	Resource Enhancement	\$ 111,000	\$ 120,371	\$ (9,371)	108.4%
Reserve - Fund 50					
6126	Mitigation Banking	\$ 1,000,000	\$ -	\$ 1,000,000	0.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 4,075,340	\$ 1,279,845	\$ 2,795,495	31.4%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 350,800	\$ 360,021	\$ (9,221)	102.6%
6126	Sleepy Hollow	\$ -	\$ 6,346	\$ (6,346)	0.0%
Sub-Total - Enterprises Fund 286		\$ 350,800	\$ 366,367	\$ (15,567)	104.4%
Grand Total - Conservation		\$ 8,089,140	\$ 4,193,285	\$ 3,895,855	51.8%

2022 - 2023 Expense Budget
- as of 03/31/23 (75.0% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure	\$ 1,952,808	\$ 909,181	\$ 1,043,627	46.6%
0213	Equipment	\$ 320,000	\$ 287,277	\$ 32,723	89.8%
6006	Environmental Ed	\$ 639,284	\$ 527,629	\$ 111,655	82.5%
6009	Natural Resources	\$ 1,321,100	\$ 948,485	\$ 372,615	71.8%
6101	Administration	\$ 1,323,020	\$ 1,086,134	\$ 236,886	82.1%
6103	Community Outreach	\$ 206,364	\$ 142,263	\$ 64,101	68.9%
6104	Conservation Grants-FEMA	\$ -	\$ -	\$ -	0.0%
6110	Parks Advocacy Unit	\$ 1,167,528	\$ 1,035,121	\$ 132,407	88.7%
6118	Fleet Services	\$ 652,723	\$ 545,999	\$ 106,724	83.6%
6119	Construction/Maint.	\$ 855,860	\$ 707,211	\$ 148,649	82.6%
6124	Equestrian Center	\$ 681,463	\$ 590,556	\$ 90,907	86.7%
Sub-Total - General Fund 1		\$ 9,120,150	\$ 6,779,856	\$ 2,340,294	74.3%
6125	JP Lodge	\$ 75,000	\$ 4,422	\$ 70,578	5.9%
6127	Miscellaneous	\$ 24,903	\$ 24,892	\$ 11	100.0%
6128	JP Cabins	\$ 89,467	\$ 53,036	\$ 36,431	59.3%
6129	Lauridsen Skatepark	\$ 724,720	\$ 274,985	\$ 449,735	37.9%
Sub-Total - General Fund 6		\$ 914,090	\$ 357,335	\$ 556,755	39.1%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,543,205	\$ 1,158,786	\$ 384,419	75.1%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ -	\$ -	\$ -	0.0%
REAP - Fund 26					
0211	Resource Enhancement	\$ 262,069	\$ 110,720	\$ 151,349	42.2%
Mitigation Banking - Fund 31					
6003	Mitigation Banking	\$ 500,000	\$ -	\$ 500,000	0.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 21,558,237	\$ 10,842,617	\$ 10,715,620	50.3%
Conservation Enterprises - Fund 286		\$ -			
6121	Golf Course	\$ 438,500	\$ 122,876	\$ 315,624	28.0%
6126	Sleepy Hollow	\$ 162,293	\$ 210,955	\$ (48,662)	130.0%
Sub-Total - Enterprises Fund 286		\$ 600,793	\$ 333,831	\$ 266,962	55.6%
Grand Total - Conservation		\$ 34,498,544	\$ 19,583,145	\$ 14,915,399	56.8%

2021 Bond PCWLL EXPENDITURES AS OF :

March 31, 2023

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					\$ -	-
C12-6222	CBG MASTER PLAN		\$ 250,000					\$ -	250,000
C12-6232	YB PARK IMPROVEMENTS	(\$63,256)	\$ 63,256					\$ -	-
C12-6233	TRAIL IMPROVEMENTS ALL AREAS		\$ 350,000		\$ 31,453	\$ 31,463		\$ 62,915	287,085
C19-6323	YB SHOP BUILDING							\$ -	-
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$13,666	\$ 100,000	\$ 22,194	\$ 23,894	\$ 1,760		\$ 47,848	65,818
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$31,595	\$ -			\$ 1,032	\$ (488,257)	\$ (487,225)	518,820
C12-6250	YB PRIEST PROPERTY ACQUISITION					\$ 3,023		\$ 3,023	(3,023)
C13-6256	PCWLL PUBLIC AWARENESS		\$ 2,430			\$ 2,430		\$ 2,430	-
C13-6258	NATURAL AREA RESTORATIONS	\$185,859	\$ 1,500,000		\$ 15,927	\$ 427,642	\$ (10,000)	\$ 433,569	1,252,290
C15-6277	WATER QUALITY	(\$857,705)	\$ 1,500,000	\$ 456,953	\$ 35,580	\$ 135,428	\$ (320,150)	\$ 307,812	334,483
C17-6291	4-MILE BANE PROPERTY					\$ 16,763		\$ 16,763	(16,763)
C17-6299	CBG-K KIMBERLY PROPERTY	(\$1,255,237)	\$ 1,087,558			\$ 200	\$ (167,879)	\$ (167,679)	-
C18-6302	WETLAND BANKING				\$ 7,600	\$ 2,000		\$ 9,600	(9,600)
C18-6312	MISCELLANEOUS LAND	(\$5,400)			\$ 4,785	\$ 5,600	\$ -	\$ 10,385	(15,785)
C19-6324	4-MILE GREENWAY RESTORATION	(\$6,652)	\$ 17,652			\$ 11,000		\$ 11,000	-
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$99,779	\$ 500,000		\$ 467,858	\$ 164,203	\$ (105,000)	\$ 527,061	72,718
C19-6334	CBG LANE PROPERTY	\$28,258						\$ -	28,258
C20-6343	4-MILE/SLEEPY HOLLOW	(\$2,919)	\$ 5,750,000		\$ 30,891	\$ 2,182,373		\$ 2,213,264	3,533,817
C20-6346	JESTER PARK CAMPGROUND IMPROVEMENTS		\$ 1,000,000					\$ -	1,000,000
C20-6348	ARTIFACTS		\$ 54,710			\$ 54,710		\$ 54,710	(0)
C20-6349	COPPER CREEK		\$ 150,000		\$ 6,600	\$ 9,796		\$ 16,396	133,604
C20-6352	HTT TO POLK CITY		\$ 700,000					\$ -	700,000
C20-6353	SPECK PROPERTY		\$ 1,612			\$ 1,612		\$ 1,612	0
C21-6354	TRAILS END MITIGATION BANKING	(\$400,205)	\$ 1,000,000	\$ 2,402,354	\$ 112,180			\$ 2,514,534	(1,914,739)
C22-6355	SUSTAINABILITY	(\$5,995)	\$ 250,000			\$ 70,242		\$ 70,242	173,763
C22-6356	4-MILE/MEEK		\$ 232,884			\$ 232,684		\$ 232,684	200
C22-6357	4-MILE/LOCKARD		\$ 2,260		\$ 380	\$ 1,880		\$ 2,260	-
C23-6358	CBG - BAILEY PROPERTY		\$ 435,529			\$ 465,329	\$ (91,442)	\$ 373,887	61,642
C23-6359	SKATEPARK PARKING LOT		\$ 250,000		\$ 40,871			\$ 40,871	209,129
C22-9999	MINOR BOND IMPROVEMENTS		\$ 1,225,290			\$ 274,570	\$ (2,000)	\$ 272,570	952,721
	ICON		\$ 1,500,000			\$ 92,496		\$ 92,496	1,407,504
	WATER TRAILS		\$ 1,000,000					\$ -	1,000,000
	CONSTRUCTION MAINTENANCE SHOP		\$ 200,000					\$ -	200,000
	CBG-SKUNK RIVER BRIDGE		\$ 100,000					\$ -	100,000
	BROADWAY TO NEAL SMITH TRAIL		\$ -					\$ -	-
	PLAYGROUND RENOVATIONS		\$ 400,000						400,000
	PICNIC SHELTER UPGRADES		\$ 250,000						250,000
	PUBLIC ART		\$ 40,000						40,000
	JP BATHROOM RENOVATION-YOUTH CAMP & SHELTER 6		\$ 80,000						80,000
	JP BATHROOM RENOVATION-CAMPGROUND 4		\$ 250,000						250,000
	RETENTION FEE (5%)		\$ 1,400,000					\$ -	1,400,000
	TAXABLE PORTION OF BOND		\$ 3,000,000					\$ -	3,000,000
LAND ACQ	LAND ACQUISITIONS		\$ 3,288,026					\$ -	3,288,026
		(\$2,307,005)	\$ 28,000,000	\$ 2,881,500	\$ 778,019	\$ 4,188,236	\$ (1,184,728)	\$ 6,663,027	18,779,968

March 8, 2023
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, March 8, 2023. The meeting was called to order at 5:30 p.m.

- #23-0301 **Roll Call**
Members Present: **Lewis, Crane, Altringer, Mollenhauer**
Members Absent: **Cataldo**
- #23-0302 **Public Comments**
- #23-0303 **Public Hearing on the award of contract for the Athene North Shore Recreation Area**
- #23-0304 **Financial Reports – Appropriations vs Expenses Handout – Natalie McFarlane**
- #23-0305 **MOVED BY Crane to approve the February 8, 2023 meeting minutes.**
SECONDED BY Mollenhauer
Vote Yea: **Lewis, Crane, Altringer, Mollenhauer**
Members Absent: **Cataldo**

CONSENT AGENDA

- #23-0306 **Approving** bill list.
- #23-0307 **Approving** Equestrian Center facility rental fees resulting from the installation of the overhead heaters in the indoor arena.
- #23-0308 **Recommending** to the Board of Supervisors the approval of permanent and temporary construction easements to the City of Pleasant Hill, Iowa for the construction of a storm pipe on land known as Little Four Mile Creek.
- #23-0309 **Approving** matching funds not-to-exceed \$33,300 (in-kind and/or cash) for the Statewide Wildlife Grant-Competitive (SWG-C), for a total project cost not to exceed \$133,300 for restoration of oak woodland and turf conversion at Fort Des Moines Park.
- #23-0310 **Requesting** approval to proceed with the application process for the Iowa Land and Water Conservation Fund grant and sign the resolution in support of obtaining funding for the Ziel Property in Alleman.

- #23-0311 **Awarding** the bid for electric, water, septic system, and construction of the foundation to facilitate the installation of the new bathroom/shower house at the tent camping area at Jester Park in an amount not to exceed \$89,658.25.
- #23-0312 **Approving** contract with the Iowa Department of Agriculture and Land Stewardship (IDALS) for the Water Quality Initiative Grant for the Lauridsen Skatepark Parking Lot project and committing \$103,500 in matching funds.
- #23-0313 **Approving** the 2022 Polk County Conservation Annual Report.

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

SECONDED BY Lewis

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

Members Absent: **Cataldo**

ACTION ITEMS

- #23-0314 **Approving** the participation of Polk County Conservation in the Army Compatible Use Buffer Program and signing the Cooperative Agreement with the Army National Guard Bureau.

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 23-0314.

SECONDED BY Crane

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

Members Absent: **Cataldo**

- #23-0315 **Approving** the purchase of 62 acres of land, known as the Harding property, from Phyllis Jones as a part of the Army Compatible Use Buffer program.

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 23-0315.

SECONDED BY Crane

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

Members Absent: **Cataldo**

- #23-0316 **Approving** Award of Contract for plans, specifications, form of contract documents and engineer's estimate designating the lowest responsible bidder for the Site Grading/Utilities Bid, Concrete Bid, and General Contractor Bid for the construction of the Athene North Shore Recreation Area at Easter Lake Park.

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 23-0316.

SECONDED BY Crane

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

Members Absent: **Cataldo**

- #23-0317 **Awarding** the funding for removal, replacement, and updates to the water and electrical service of Shelters #2 and #6 at Jester Park in an amount not to exceed \$160,097.63.

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 23-0317.

SECONDED BY Crane

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

BOARD DISCUSSION

Director Remarks –

Last night (3-7-23) – a public meeting regarding the Skatepark Parking Lot and Dog Park changes was held at Bolton and Menk, Inc. – both Pam Mollenhauer and Greg Lewis attended – PCC staff much appreciates their support and attendance! Commendations also to Jessica Lown and Adam Fendrick for calmly and professionally fielding all of the comments, questions, and concerns presented during the meeting. PCC is still working through details with the City of Des Moines such as where the water fountain will be placed, how the parking area affects pedestrian flow to the river front trail entrances, the varieties of tree species and native grasses, etc. Concerns mentioned during the meeting included adding more parking lots downtown and overall development of the riverfront area.

ELNS Program & Outreach Coordinator chosen – Heidi Anderson, Rich Leopold, Kami Rankin, and Hannah Inman conducted interviews for the ELNS Program & Outreach Coordinator, which will be employed by the Great Outdoors Foundation. The final two candidates did excellent presentations in their second interviews. The finalist selected is an Occupational Therapist with a Bachelor's degree in Natural Resources. PCC anticipates a start date the first part of April and the position will be focusing on creating programming and partnerships in the next three years.

As part of the Easter Lake North Shore Development Project, Shive Hattery created a Universal Design Checklist which will be incorporated into future PCC projects and available for sharing with others. PCC has applied for two national recognition programs to promote this project and the Universal Design focus that is so unique. At this week's ISAC conference, Director Leopold distributed the Universal Design checklists on flash drives to 25 county conservation boards. They were very appreciative and excited to have access to these tools for their own projects!

Board & Chair Remarks –

Altringer - Field Trip dates have been finalized and Rich will email those to board members on Friday.

Crane – shout out to Jessica Lown on the Annual Report! Shout out regarding incorporating a permeable parking lot into the Skatepark Parking Lot project!

Mollenhauer – you have the dog park people, the skatepark people, and the ones who don't like flat parking lots – this meeting gave everyone an opportunity to voice their opinions and concerns. It is good to have these forums to listen to all the questions from the public and address them.

Lewis – attended the Polk County Conservation Advisory Committee meeting and found it interesting. The citizens were engaged and brought a variety of ideas and issues to the table. It was very apparent that the attendees really enjoy the parks and trails within Polk County!

CLOSED SESSION

#23-0318 **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.
SECONDED BY Crane.

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

Closed Session Roll Call: Katie Stoklasa, Rich Leopold, Kami Rankin, Cassie Cook, Doug Sheeley, Greg Lewis, Jill Altringer, Jim Cataldo, Pam Mollenhauer, Ryan Crane, Natalie McFarlane, Kate Clark

Action on closed session:

MOVED BY Lewis to return to open session. **SECONDED BY Mollenhauer**.
Vote Yea: **Mollenhauer, Altringer, Lewis, Crane, (Unanimous Aye)**
Members Absent: **Cataldo**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD AND WITH NO OBJECTIONS,
THIS MEETING IS ADJOURNED.** Meeting adjourned at **7:19 PM** .

	Date	April 12, 2023
	Item No. Roll Call No. Submitted by:	CONSENT 23-0407 David Weidt Conservation Ranger

AGENDA HEADING:

Ratifying Polk County Conservation (PCC) Board's electronic vote on March 22, 2023, approving funding (in accordance with the county procurement process) to add PCC Law Enforcement Staff to the Axon/Polk County five-year contract for mobile video recorders in the amount of \$186,028 with a 10% contingency.

INFORMATION:

Polk County Board of Supervisors approved and funded a five-year Axon contract for Polk County Law Enforcement Staff at the request of the Polk County Sheriff's Office in December of 2022. Polk County Conservation often joins with the Sheriff's Department to include PCC law enforcement staff on similar contracts, although PCC was inadvertently left out of the contract. Upon discovery, Director Leopold did contact the County Administrator to ask for Board of Supervisors funding.

The request was partially funded with a \$50,000 allocation within the upcoming '23-24 Decision Package. This funding will be expended after July 1, 2023 and will serve as the first payment to Axon. The remaining payments for FY 24/25 – FY 27/28 will be funded through the grantsmanship, REAP, general operating funds, or Polk County Water and Land Legacy bonds in the coming years.

Polk County Conservation tends to mirror the Polk County Sheriff's Office in both policy and equipment when providing law enforcement services to the residents of Polk County. The purchase of these mobile video recorders will provide an accurate and unbiased recorded account of an incident, thus protecting both the public and staff. The contract includes nine truck cameras, 13 body cameras (for full and part-time staff), all data storage and access, installation, and updated hardware throughout the lifetime of the contract.

FISCAL IMPACT:

Amount: \$50,000 FY 23/24
 \$34,007 FY 24/25
 \$34,007 FY 25/26
 \$34,007 FY 26/27
 \$34,007 FY 27/28

Funding Source: 23/24 \$50,000 Board of Supervisors Decision Package
 24/25 \$34,007 Grantsmanship, REAP, general operating or Bond
 25/26 \$34,007 Grantsmanship, REAP, general operating or Bond
 26/27 \$34,007 Grantsmanship, REAP, general operating or Bond
 27/28 \$34,007 Grantsmanship, REAP, general operating or Bond

PREVIOUS BOARD ACTION(S):

Date: March 22, 2023 (electronic vote)

Roll Call Number: Electronic Vote (Yea-4; No Response 1)

Action: Approving funding, in accordance with the county procurement process, to add Polk County Conservation Law Enforcement Staff to the Axon/Polk County five-year contract for mobile video recorders in the amount of \$186,028 with a 10% contingency and authorizing the Director or their designee to sign the contract.

RECOMMENDATION:

Ratifying PCC Board's electronic vote approving funding (in accordance with the county procurement process) to add Polk County Conservation Law Enforcement Staff to the Axon/Polk County five-year contract for mobile video recorders in the amount of \$186,028 with a 10% contingency and authorizing the Director or their designee to sign the contract.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-457278-44995.748RP

Issued: 03/10/2023

Quote Expiration: 03/24/2023

Estimated Contract Start Date: 08/01/2023

Account Number: 476383

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-11407 NW Jester Park Dr 11407 NW Jester Park Dr Granger, IA 50109-9675 USA	Polk County Conservation - IA 12130 NW 128th St Granger, IA 50109 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryley Pladson Phone: Email: rpladson@axon.com Fax:	David Weidt Phone: (515) 249-3229 Email: david.weidt@polkcountyiowa.gov Fax:

Quote Summary

Program Length	62 Months
TOTAL COST	\$186,028.19
ESTIMATED TOTAL W/ TAX	\$186,028.19

Discount Summary

Average Savings Per Year	\$2,359.74
TOTAL SAVINGS	\$12,192.01

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$27,434.45	\$0.00	\$27,434.45
Oct 2023	\$22,565.56	\$0.00	\$22,565.56
Jul 2024	\$34,007.05	\$0.00	\$34,007.05
Jul 2025	\$34,007.05	\$0.00	\$34,007.05
Jul 2026	\$34,007.04	\$0.00	\$34,007.04
Jul 2027	\$34,007.04	\$0.00	\$34,007.04
Total	\$186,028.19	\$0.00	\$186,028.19

Quote Unbundled Price:	\$198,220.20
Quote List Price:	\$187,800.00
Quote Subtotal:	\$186,028.19

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	9	60	\$223.44	\$208.94	\$208.94	\$112,827.60	\$0.00	\$112,827.60
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	60	\$13.94	\$12.17	\$12.17	\$3,651.00	\$0.00	\$3,651.00
BWCamTAP	Body Worn Camera TAP Bundle	13	60	\$35.81	\$33.17	\$33.17	\$25,872.60	\$0.00	\$25,872.60
A la Carte Hardware									
AB31BD	AB3 1-Bay Dock Bundle	7			\$229.00	\$229.00	\$1,603.00	\$0.00	\$1,603.00
AB3C	AB3 Camera Bundle	13			\$749.00	\$749.00	\$9,737.00	\$0.00	\$9,737.00
A la Carte Software									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	60		\$0.60	\$0.60	\$7,200.00	\$0.00	\$7,200.00
73682	AUTO TAGGING LICENSE	13	60		\$9.76	\$9.76	\$7,612.80	\$0.00	\$7,612.80
BasicLicense	Basic License Bundle	12	60		\$16.87	\$16.58	\$11,937.60	\$0.00	\$11,937.60
ProLicense	Pro License Bundle	1	60		\$42.91	\$43.11	\$2,586.59	\$0.00	\$2,586.59
A la Carte Services									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$0.00	\$0.00	\$0.00	\$0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$186,028.19	\$0.00	\$186,028.19

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	7	07/01/2023
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	7	07/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	15	07/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	13	07/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	15	07/01/2023
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	9	09/01/2023
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	9	09/01/2023
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	9	09/01/2023
Fleet 3 Basic + TAP	72034	FLEET SIM INSERTION, VZW	9	09/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	9	09/01/2023
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	5	01/01/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	13	01/01/2026
Body Worn Camera Single-Bay Dock TAP Bundle	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	5	07/01/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	13	07/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	9	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	08/01/2023	07/31/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	12	08/01/2023	07/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	3	08/01/2023	07/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	08/01/2023	07/31/2028
A la Carte	73682	AUTO TAGGING LICENSE	13	08/01/2023	07/31/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	08/01/2023	07/31/2028
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	9	10/01/2023	09/30/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	18	10/01/2023	09/30/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	9
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	13	08/01/2023	07/31/2028
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	9	09/01/2023	09/30/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	5	07/01/2024	07/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	9	09/01/2024	09/30/2028

Payment Details

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73682	AUTO TAGGING LICENSE	13	\$2,853.16	\$0.00	\$2,853.16
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	\$2,698.45	\$0.00	\$2,698.45
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$1,124.35	\$0.00	\$1,124.35
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	AB31BD	AB3 1-Bay Dock Bundle	7	\$600.78	\$0.00	\$600.78
Year 1	AB3C	AB3 Camera Bundle	13	\$3,649.28	\$0.00	\$3,649.28
Year 1	BasicLicense	Basic License Bundle	12	\$4,474.03	\$0.00	\$4,474.03
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$1,368.34	\$0.00	\$1,368.34
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	13	\$9,696.65	\$0.00	\$9,696.65
Year 1	ProLicense	Pro License Bundle	1	\$969.41	\$0.00	\$969.41
Total				\$27,434.45	\$0.00	\$27,434.45

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	9	\$22,565.56	\$0.00	\$22,565.56
Total				\$22,565.56	\$0.00	\$22,565.56

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73682	AUTO TAGGING LICENSE	13	\$1,189.91	\$0.00	\$1,189.91
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	\$1,125.39	\$0.00	\$1,125.39
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$468.91	\$0.00	\$468.91
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	AB31BD	AB3 1-Bay Dock Bundle	7	\$250.56	\$0.00	\$250.56
Year 2	AB3C	AB3 Camera Bundle	13	\$1,521.93	\$0.00	\$1,521.93
Year 2	BasicLicense	Basic License Bundle	12	\$1,865.89	\$0.00	\$1,865.89
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$570.66	\$0.00	\$570.66
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	13	\$4,043.99	\$0.00	\$4,043.99
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	9	\$22,565.51	\$0.00	\$22,565.51
Year 2	ProLicense	Pro License Bundle	1	\$404.30	\$0.00	\$404.30
Total				\$34,007.05	\$0.00	\$34,007.05

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73682	AUTO TAGGING LICENSE	13	\$1,189.91	\$0.00	\$1,189.91
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	\$1,125.39	\$0.00	\$1,125.39
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$468.91	\$0.00	\$468.91
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	AB31BD	AB3 1-Bay Dock Bundle	7	\$250.56	\$0.00	\$250.56
Year 3	AB3C	AB3 Camera Bundle	13	\$1,521.93	\$0.00	\$1,521.93
Year 3	BasicLicense	Basic License Bundle	12	\$1,865.89	\$0.00	\$1,865.89

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$570.66	\$0.00	\$570.66
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	13	\$4,043.99	\$0.00	\$4,043.99
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	9	\$22,565.51	\$0.00	\$22,565.51
Year 3	ProLicense	Pro License Bundle	1	\$404.30	\$0.00	\$404.30
Total				\$34,007.05	\$0.00	\$34,007.05

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AUTO TAGGING LICENSE	13	\$1,189.91	\$0.00	\$1,189.91
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	\$1,125.39	\$0.00	\$1,125.39
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$468.91	\$0.00	\$468.91
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	AB31BD	AB3 1-Bay Dock Bundle	7	\$250.55	\$0.00	\$250.55
Year 4	AB3C	AB3 Camera Bundle	13	\$1,521.93	\$0.00	\$1,521.93
Year 4	BasicLicense	Basic License Bundle	12	\$1,865.89	\$0.00	\$1,865.89
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$570.66	\$0.00	\$570.66
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	13	\$4,043.99	\$0.00	\$4,043.99
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	9	\$22,565.51	\$0.00	\$22,565.51
Year 4	ProLicense	Pro License Bundle	1	\$404.30	\$0.00	\$404.30
Total				\$34,007.04	\$0.00	\$34,007.04

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AUTO TAGGING LICENSE	13	\$1,189.91	\$0.00	\$1,189.91
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	\$1,125.38	\$0.00	\$1,125.38
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$468.92	\$0.00	\$468.92
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	AB31BD	AB3 1-Bay Dock Bundle	7	\$250.55	\$0.00	\$250.55
Year 5	AB3C	AB3 Camera Bundle	13	\$1,521.93	\$0.00	\$1,521.93
Year 5	BasicLicense	Basic License Bundle	12	\$1,865.90	\$0.00	\$1,865.90
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$570.68	\$0.00	\$570.68
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	13	\$4,043.98	\$0.00	\$4,043.98
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	9	\$22,565.51	\$0.00	\$22,565.51
Year 5	ProLicense	Pro License Bundle	1	\$404.28	\$0.00	\$404.28
Total				\$34,007.04	\$0.00	\$34,007.04

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/10/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Polk County Conservation - IA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

	Date	April 12, 2023
	Item No. Roll Call No. Submitted by:	CONSENT 23-0408 Ken Young Fleet Coordinator

AGENDA HEADING:

Awarding the lowest contractor bid for replacing existing fuel tanks at Jester Park, Jester Park Clubhouse, Jester Park Golf Course Maintenance Shop and Yellow Banks to Seneca Companies in a contracted amount of \$67,487.48 with a 10% contingency.

INFORMATION:

Some of Polk County Conservation's fuel tanks are well over 30 years old. The existing tanks, when installed many years ago, were a single wall design with a concrete containment for potential fuel leaks. In recent years a few tanks have leaked and in one case the secondary concrete containment did not contain the leak.

An inventory and inspection of all the tanks has been completed by staff, along with the development of a replacement schedule based on need. At this time, staff is recommending replacement of the older fuel tanks at Jester Park and Yellow Banks with new dual wall tanks.

Two companies submitted comprehensive quotes for the materials, labor, sub-contractor assistance, and installation associated with fuel tank replacement.

Bid Results:

Company	Bid
Seneca Companies	\$67,487.48
Acterra Group	\$96,902.01

FISCAL IMPACT:

<u>Amount:</u>	\$67,487.48	Contract Amount
	\$ 6,748.75	10% Contingency
	\$ 74,236.23	Not to Exceed

Funding Source: Polk County Water & Land Legacy Bond Referendum

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION: Awarding the lowest contractor bid for replacing existing fuel tanks at Jester Park, Jester Park Clubhouse, Jester Park Golf Course Maintenance Shop and Yellow Banks to Seneca Companies in a contracted amount of \$67,487.48 with a 10% contingency, and authorize the Director or their designee to sign the contract.



The Complete Solution

BRANCH ADDRESS
4140 East 14th Street
Des Moines, Iowa 50313
P: 515-262-5000 | TF: 866-470-1589
| F: 515-262-2469

CORPORATE HEADQUARTERS
4140 E. 14th Street | Des Moines, IA
50313-3804
TF: 800-369-5500

Quote 230163CDB

03/21/2023

Ken Young
Polk County Conservation Board
Jester Park Main Office
11407 NW Jester Park Dr.
Granger, IA 50109

PROJECT: AST Tank Replacement Main Office

Dear Mr. Young,

Please find enclosed the proposal developed for your project based on our understanding of your needs at this time. We appreciate the opportunity to submit this proposal for your consideration. Included in this quotation are descriptions and prices for equipment at your jobsite and pertinent terms, exclusions and conditions. If the equipment quoted, or the scope of work differs from your specifications, we will be happy to modify this proposal as required.

Thank you for the opportunity to be of service to you. We at Seneca sincerely appreciate your business. If there is any additional information that you would like concerning this quotation, please do not hesitate to call me at (515)240-9863. I look forward to working with you on this project.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe Kapp", with a stylized flourish at the end.

Joe Kapp

Seneca Companies

Branch Locations

Des Moines, IA ● Denver, CO ● Davenport, IA ● Orono, IL
Kansas City, MO ● South Sioux City, NE ● Tulsa, OK

www.senecaco.com

Fuel Systems ● General Contracting ● Environmental Services ● Waste Solutions Services
Remediation & Process Controls ● Automotive & Fleet Equipment



The Complete Solution

BRANCH ADDRESS
4140 East 14th Street
Des Moines, Iowa 50313
P: 515-262-5000 | TF: 866-470-1589
| F: 515-262-2469

CORPORATE HEADQUARTERS
4140 E. 14th Street | Des Moines, IA
50313-3804
TF: 800-369-5500

Above Ground Tanks (AST)

Parts & Materials

Qty Description

- 2 1,020 gal. 65" dia. x 7' doublewall tank with pump package.** Pump package includes: Fill-Rite 701V pump with meter, 3/4" x 12' hose, suction stub and manual nozzle. Two emergency vents. 2" pressure vacuum vent with vent. 2" Pre-vent fill cap. Top mount gauge and leak gauge. ** Tanks painted red or white.

TOTAL: **\$12,824.44**

Labor

Description

Unloading/testing/setting of tanks

Subcontractors

Qty Description

- 1 Renda Electric

TOTAL: **\$4,117.65**

Excluded Items

- Fuel Surcharge: When weekly U.S. Regular Gasoline Price (\$/gallon) exceeds \$3.25/gallon based on U.S. Energy Information Administration website (<https://www.eia.gov/petroleum/gasdiesel/>), Seneca will impose a fuel surcharge. For each \$0.25 increase, the fuel surcharge is \$0.05/mile. Surcharge prices subject to change without notice.
- Sales tax rate and applicability will vary based on site location.
- Labor rates contained in this quote are based on Seneca's normal employee pay structure and unless specifically stated, do not include provisions or considerations for Prevailing, Special or Davis Bacon wage rates
- This quote does not include any additional costs that will be incurred for cold weather or winter construction activities
- Freight for tanks to be shipped to Des Moines, IA will be added to a change order.

PARTS & MATERIALS	\$12,824.44
LABOR	\$3,114.35
SUBCONTRACTORS	\$4,117.65
QUOTE TOTAL	\$20,056.44





The Complete Solution

BRANCH ADDRESS
4140 East 14th Street
Des Moines, Iowa 50313
P: 515-262-5000 | TF: 866-470-1589
| F: 515-262-2489

CORPORATE HEADQUARTERS
4140 E. 14th Street | Des Moines, IA
50313-3804
TF: 800-369-5500

Quote 230162CDB

03/21/2023

Ken Young
Polk County Conservation Board
Jester Park Maintenance Building
12112 NW 128th St
Granger, IA 50109

PROJECT: AST Tank Replacement

Dear Mr. Young,

Please find enclosed the proposal developed for your project based on our understanding of your needs at this time. We appreciate the opportunity to submit this proposal for your consideration. Included in this quotation are descriptions and prices for equipment at your jobsite and pertinent terms, exclusions and conditions. If the equipment quoted, or the scope of work differs from your specifications, we will be happy to modify this proposal as required.

Thank you for the opportunity to be of service to you. We at Seneca sincerely appreciate your business. If there is any additional information that you would like concerning this quotation, please do not hesitate to call me at (515)240-9863. I look forward to working with you on this project.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe Kapp", is written over a light gray, stylized outline of the Seneca Companies logo.

Joe Kapp

Seneca Companies

Branch Locations

Des Moines, IA ● Denver, CO ● Davenport, IA ● Oleana, IL
Kansas City, MO ● South Sioux City, NE ● Tulsa, OK

www.senecaco.com

Fuel Systems ● General Contracting ● Environmental Services ● Waste Solutions Services
Remediation & Process Controls ● Automotive & Fleet Equipment



The Complete Solution

BRANCH ADDRESS
4140 East 14th Street
Des Moines, Iowa 50313
P: 515-262-5000 | TF: 866-470-1589
| F: 515-262-2469

CORPORATE HEADQUARTERS
4140 E. 14th Street | Des Moines, IA
50313-3804
TF: 800-389-5500

Above Ground Tanks (AST)

Parts & Materials

Qty Description

- 1 520 gal. 49" dia. x 6' doublewall tank with pump package.** Pump package includes: Fill-Rite 701V pump with meter, 3/4" x 12' hose, suction stub and manual nozzle. Two emergency vents. 2" pressure vacuum vent with vent. 2" Pre-vent fill cap. Top mount gauge and leak gauge.** Tanks painted red or white.
- 1 1,020 gal. 65" dia. x 7' doublewall tank with pump package.** Pump package includes: Fill-Rite 701V pump with meter, 3/4" x 12' hose, suction stub and manual nozzle. Two emergency vents. 2" pressure vacuum vent with vent. 2" Pre-vent fill cap. Top mount gauge and leak gauge. ** Tanks painted red or white.

TOTAL:

\$10,736.67

Labor

Description

Unloading/testing/setting of tanks

Subcontractors

Qty Description

- 1 Renda Electric

TOTAL:

\$4,117.65

Excluded Items

- Sales tax rate and applicability will vary based on site location.
- Fuel Surcharge: When weekly U.S. Regular Gasoline Price (\$/gallon) exceeds \$3.25/gallon based on U.S. Energy Information Administration website (<https://www.eia.gov/petroleum/gasdiesel/>), Seneca will impose a fuel surcharge. For each \$0.25 increase, the fuel surcharge is \$0.05/mile. Surcharge prices subject to change without notice.
- Labor rates contained in this quote are based on Seneca's normal employee pay structure and unless specifically stated, do not include provisions or considerations for Prevailing, Special or Davis Bacon wage rates
- This quote does not include any additional costs that will be incurred for cold weather or winter construction activities
- Freight for tanks to be shipped to Des Moines, IA will be added to a change order.





The Complete Solution

BRANCH ADDRESS
4140 East 14th Street
Des Moines, Iowa 50313
P: 515-262-5000 | TF: 866-470-1589
| F: 515-262-2469

CORPORATE HEADQUARTERS
4140 E. 14th Street | Des Moines, IA
50313-3804
TF: 800-369-5500

PARTS & MATERIALS	\$10,736.67
LABOR	\$3,114.35
SUBCONTRACTORS	\$4,117.65
QUOTE TOTAL	\$17,968.67



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BRANCH ADDRESS
4140 East 14th Street
Des Moines, Iowa 50313
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| F: 515-262-2469

CORPORATE HEADQUARTERS
4140 E. 14th Street | Des Moines, IA
50313-3804
TF: 800-369-5500

Quote 230158CDB

03/21/2023

Ken Young
Polk County Conservation Board
Jester Park Golf Clubhouse
12059-12099 NW 118th Ave.
Granger, IA 50109

PROJECT: AST Replacement

Dear Mr. Young,

Please find enclosed the proposal developed for your project based on our understanding of your needs at this time. We appreciate the opportunity to submit this proposal for your consideration. Included in this quotation are descriptions and prices for equipment at your jobsite and pertinent terms, exclusions and conditions. If the equipment quoted, or the scope of work differs from your specifications, we will be happy to modify this proposal as required.

Thank you for the opportunity to be of service to you. We at Seneca sincerely appreciate your business. If there is any additional information that you would like concerning this quotation, please do not hesitate to call me at (515)240-9863. I look forward to working with you on this project.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe Kapp", is written over a light blue horizontal line.

Joe Kapp

Seneca Companies

Branch Locations

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| F: 515-262-2469

CORPORATE HEADQUARTERS
4140 E. 14th Street | Des Moines, IA
50313-3804
TF: 800-369-5500

Above Ground Tanks (AST)

Parts & Materials

Qty	Description
-----	-------------

- | | |
|---|---|
| 1 | 520 gal. 49" dia. x 6" doublewall tank with pump package.**Pump package includes: Fill-Rite 701V pump with meter, 3/4" x 12' hose, suction stub and manual nozzle. Two emergency vents. 2" pressure vacuum vent with vent.2" Pre-vent fill cap. Top mount gauge and leak gauge.** Tanks painted red or white. |
|---|---|

TOTAL:	\$4,324.44
---------------	-------------------

Labor

Description

Unloading/testing/setting of tanks

Subcontractors

Qty	Description
-----	-------------

- | | |
|---|----------------|
| 1 | Renda Electric |
|---|----------------|

TOTAL:	\$4,117.65
---------------	-------------------

Excluded Items

- Fuel Surcharge: When weekly U.S. Regular Gasoline Price (\$/gallon) exceeds \$3.25/gallon based on U.S. Energy Information Administration website (<https://www.eia.gov/petroleum/gasdiesel/>), Seneca will impose a fuel surcharge. For each \$0.25 increase, the fuel surcharge is \$0.05/mile. Surcharge prices subject to change without notice.
- Sales tax rate and applicability will vary based on site location.
- Labor rates contained in this quote are based on Seneca's normal employee pay structure and unless specifically stated, do not include provisions or considerations for Prevailing, Special or Davis Bacon wage rates
- This quote does not include any additional costs that will be incurred for cold weather or winter construction activities
- Freight for tanks to be shipped to Des Moines, IA will be added to a change order.

PARTS & MATERIALS	\$4,324.44
LABOR	\$3,112.85
SUBCONTRACTORS	\$4,117.65
QUOTE TOTAL	\$11,554.94





The Complete Solution

BRANCH ADDRESS
4140 East 14th Street
Des Moines, Iowa 50313
P: 515-262-5000 | TF: 866-470-1589
| F: 515-262-2469

CORPORATE HEADQUARTERS
4140 E. 14th Street | Des Moines, IA
50313-3804
TF: 800-369-5500

Quote 230101CDB

03/21/2023

Ken Young
Polk County Conservation Board
Yellow Banks Park
6801 SE 32nd Street
Pleasant Hill, IA 50327

PROJECT: AST Installation

Dear Mr. Young,

Please find enclosed the proposal developed for your project based on our understanding of your needs at this time. We appreciate the opportunity to submit this proposal for your consideration. Included in this quotation are descriptions and prices for equipment at your jobsite and pertinent terms, exclusions and conditions. If the equipment quoted, or the scope of work differs from your specifications, we will be happy to modify this proposal as required.

Thank you for the opportunity to be of service to you. We at Seneca sincerely appreciate your business. If there is any additional information that you would like concerning this quotation, please do not hesitate to call me at (515)240-9863. I look forward to working with you on this project.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe Kapp", is written over a light blue horizontal line.

Joe Kapp

Seneca Companies

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Kansas City, MO ● South Sioux City, NE ● Tulsa, OK

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| F: 515-262-2469

CORPORATE HEADQUARTERS
4140 E. 14th Street | Des Moines, IA
50313-3804
TF: 800-369-5500

Above Ground Tanks (AST)

Parts & Materials

Qty	Description
-----	-------------

- | | |
|---|--|
| 2 | 520 gal. 49" dia. x 6' doublewall tank with pump package.** Pump package includes: Fill-Rite 701V pump with meter, 3/4" x 12' hose, suction stub and manual nozzle. Two emergency vents. 2" pressure vacuum vent with vent. 2" Pre-vent fill cap. Top mount gauge and leak gauge. ** Tanks painted red or white. |
|---|--|

TOTAL:

\$8,648.89

Labor

Description

Unloading/testing/setting of tanks

Subcontractors

Qty	Description
-----	-------------

- | | |
|---|----------------|
| 1 | Renda Electric |
|---|----------------|

TOTAL:

\$6,235.29

Excluded Items

- Fuel Surcharge: When weekly U.S. Regular Gasoline Price (\$/gallon) exceeds \$3.25/gallon based on U.S. Energy Information Administration website (<https://www.eia.gov/petroleum/gasdiesel/>), Seneca will impose a fuel surcharge. For each \$0.25 increase, the fuel surcharge is \$0.05/mile. Surcharge prices subject to change without notice.
- Sales tax rate and applicability will vary based on site location.
- Labor rates contained in this quote are based on Seneca's normal employee pay structure and unless specifically stated, do not include provisions or considerations for Prevailing, Special or Davis Bacon wage rates
- This quote does not include any additional costs that will be incurred for cold weather or winter construction activities
- Freight for tanks to be shipped to Des Moines, IA will be added to a change order.

PARTS & MATERIALS	\$8,648.89
LABOR	\$3,023.25
SUBCONTRACTORS	\$6,235.29
QUOTE TOTAL	\$17,907.43





Corporate Office:
Corporate Centre 200
PO Box 160
220 - 35th Street
Marion, IA 52302-0160
TF 1.800.289.7371

Quotation

Page	1 of 3
Quote	QTE023310
Date	2/3/2023

Bill To: POLK COUNTY CONSERVATION BOARD
CENTRAL ACCOUNTING
111 COURT AVENUE, ROOM 315
DES MOINES IA 50309-2297

Ship To: POLK COUNTY CONSERVATION BOARD
KEN YOUNG
11407 NW JESTER PARK DRIVE
GRANGER IA 50109

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	71575	SOUTH CENTRAL	UPS	NET 10 DAYS	0/0/0000	134,804
Qty	Item Number	Description	Mfg Part Number	UOM	Unit Price	Ext. Price
1	JESTER PARK LOCATIONS	3- 1K DW 2- 550 DW TANKS		Each	\$0.00	\$0.00
2	BHT320110	550 GAL DW, UL, BSKD TANK: 12GA, 48", S/P/W, T:2,	.55KDWULBS1248	ea	\$3,778.273	\$7,556.55
2	FIL712120	PUMP, 1" 115V W/METER, HOSE, AUTO NOZZLE	FR711VA	ea	\$1,124.568	\$2,249.14
2	MOR340050	LIQUID LEVEL GAUGE FOR TANKS UP TO 72" (READ IN I	718---7200 AG	ea	\$125.406	\$250.81
2	MOR340060	2" LEAK INDICATOR	724---0200 AI	EA	\$74.45	\$148.90
4	MOR960270	EMERGENCY VENT THREADED MALE 6" 8 OZ	244OM-0200 AV	ea	\$152.644	\$610.58
2	MOR960010	UPDRAFT VENT 2"	354---0200 AV	ea	\$21.183	\$42.37
2	ZYP631540	2" X 8" VENT RISER	FR ZYP631490-8	ea	\$129.196	\$258.39
2	MOR080420	FILL CAP BB-IC 2"	178---0300 AC	ea	\$43.806	\$87.61
2	MOR080610	DROP TUBE ALUMINUM 2" X 6'	419---0700 1T	ea	\$70.849	\$141.70
2	ZYP630830	1.25" X 46" PIPE SUCTION BLACK	N301	ea	\$60.967	\$121.93
2	RIC730050	HOSE, 1" SPACER	CP16HW.75	ea	\$48.532	\$97.06
2	HUS730040	BREAKAWAY 1"	2276	ea	\$161.382	\$322.76
2	HUS900080	SWIVEL 1" X 1"	0087	ea	\$67.511	\$135.02
2	CTE010020	DIESEL DECAL 18" X 12"	CTE010020	ea	\$27.930	\$55.86
2	11060000400	4" Carbon Steel Coupling		Each	\$117.74	\$235.48
2	SCU920020	VENT ALARM SIGNAL 2" X 2" - VS270	00209	ea	\$53.400	\$106.80
2	ZYP602370	4" X 2" BUSHING BLACK	13160020436	ea	\$18.341	\$36.68
2	MOR080010	OVERSPILL CONTAINER 7.5 GAL	518-0100AC	ea	\$462.042	\$924.08
2	ZYP604270	2" X 6" NIPPLE, BLACK	30100000911	ea	\$10.254	\$20.51
2	ZYP602320	4" X CLOSE BLACK NIPPLE	30100001301	ea	\$20.761	\$41.52
3	BHT320130	1000 GAL DW, UL, BSKD TANK: 10GA, 64", S/P/W, T:2	1KDWULBS1064	ea	\$5,419.103	\$16,257.31
3	FIL712000	PUMP, 115V W/REGISTER FR701V	FR701V	ea	\$873.278	\$2,619.83
5	FIL712100	ANTI-SYPHON KIT FOR 700/300 SERIES PUMPS	KIT700A5	ea	\$97.356	\$486.78
3	MOR960640	PRESSURE/VACUUM VENT 2" 8 OZ.	749---0100 AV	ea	\$83.976	\$251.93
3	SCU920020	VENT ALARM SIGNAL 2" X 2" - VS270	00209	ea	\$53.400	\$160.20
3	ZYP631530	2" X 7" VENT RISER	FR ZYP631490-7	ea	\$98.832	\$296.50
6	MOR960270	EMERGENCY VENT THREADED MALE 6" 8 OZ	244OM-0200 AV	ea	\$152.644	\$915.86
3	MOR340040	64" LIQUID LEVEL GAUGE - 1000 GALLON (READS IN GA	718G-100000 AG	ea	\$136.139	\$408.42
3	MOR340060	2" LEAK INDICATOR	724---0200 AI	EA	\$74.45	\$223.35
3	MOR080010	OVERSPILL CONTAINER 7.5 GAL	518-0100AC	ea	\$462.042	\$1,386.13
3	MOR080420	FILL CAP BB-IC 2"	178---0300 AC	ea	\$43.806	\$131.42
3	MOR080610	DROP TUBE ALUMINUM 2" X 6'	419---0700 1T	ea	\$70.849	\$212.55
3	ZYP633470	4" X 5" NIPPLE, BLACK	30100001309	ea	\$40.445	\$121.34
3	ZYP602370	4" X 2" BUSHING BLACK	13160020436	ea	\$18.341	\$55.02
3	ZYP601660	2" X 2 1/2" GALVANIZED NIPPLE	32100000904	ea	\$7.302	\$21.91

Marion Office & Plant
T 319.377.6357
F 319.377.0075

Denver Office
T 303.629.6881
F 303.571.5626

Grimes Office
T 515.986.9626
F 515.986.9627



Corporate Office:
Corporate Centre 200
PO Box 160
220 - 35th Street
Marion, IA 52302-0160
TF 1.800.289.7371

Quotation

Page	2 of 3
Quote	QTE023310
Date	2/3/2023

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	71575	SOUTH CENTRAL	UPS	NET 10 DAYS	0/0/0000	134,804
Qty	Item Number	Description	Mfg Part Number	UOM	Unit Price	Ext. Price
3	ZYP630840	1.25" X 62" PIPE SUCTION BLACK	N301	ea	\$84.601	\$253.80
8	MAY180190	4" X 14" FLAMMABLE DECAL	D-14-17-R	ea	\$4.096	\$32.77
8	MAY180070	4" X 14" NO SMOKING DECAL	D-14-1-R	ea	\$4.143	\$33.14
8	MAY180200	4" X 14" GASOLINE DECAL	D-14-18-R	ea	\$4.434	\$35.47
2	CTE010020	DIESEL DECAL 18" X 12"	CTE010020	ea	\$27.930	\$55.86
5	410-6260	FREIGHT MARION TO DSM 1K DW		Each	\$180.00	\$900.00
5	430-7000	INSTALLATION OF EACH PACKAGE		Each	\$726.00	\$3,630.00

Subtotal	\$41,933.34
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$41,933.34

Customer Approval: _____ Date: (/ /)

Marion Office & Plant

T 319.377.6357

F 319.377.0075

Denver Office

T 303.629.6881

F 303.571.5626

Grimes Office

T 515.986.9626

F 515.986.9627



PO Box 160
 Marion, IA 52302-0160
 t. 319.377.6357 Ext. 116
 f. 319.377.0075
 smeyer@acterragroup.net
 www.acterragroup.com

TO: POLK COUNTY CONSERVATION BOARD
KEN YOUNG
 111 COURT AVE, ROOM 315
 DES MOINES, IA 50309-2297

QUOTE NO.
DATE

QTE-46332-N9K9
March 22, 2023

In response to your request we are please to quote as follows:

Disconnect and reconnect power to (6) new tanks utilizing existing power at (3) tank location. We will trench in a new line to new (3) E-stop location.

Qty	Description	Unit	Extension
	MATERIALS	LS	\$ 6,619.64
	LABOR	LS	\$ 16,500.59
	EQUIPMENT & SUBCONTRACTS	LS	\$ 4,361.66
	TRAVEL & PER DIEM	LS	\$ 3,546.00
	PERMIT	LS	\$ 3,450.00
	TOTAL INVESTMENT		\$ 31,477.00

Unless otherwise stated, prices quoted are firm, subject to acceptance of the above proposal within 60 days. State, federal or municipal taxes are not included.

Terms: Net 10

Accepted by: _____

Title: _____

Date: _____

This sale is subject to Acterra Group's Standard Terms & Conditions policy. A copy of the policy is available upon request. 1-1/2% per month finance charge will be due on all past-due balances. Purchaser is required to pay all legal fees, court costs & expenses required to collect the amount due hereafter. The prices, payment terms, specifications and conditions of this proposal are satisfactory, and are hereby accepted. Purchaser is responsible for all sales, use and governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to the work as specified. Seller may revoke this proposal before acceptance.

We appreciate the opportunity of quoting on this requirement and hope we may be favored with this order.



Corporate Office:
Corporate Centre 200
PO Box 160
220 - 35th Street
Marion, IA 52302-0160
TF 1.800.289.7371

Quotation

Page	1 of 3
Quote	QTE023312
Date	2/3/2023

Bill To: POLK COUNTY CONSERVATION BOARD
CENTRAL ACCOUNTING
111 COURT AVENUE, ROOM 315
DES MOINES IA 50309-2297

Ship To: POLK COUNTY CONSERVATION BOARD
DONNA MANNING/ KEN YOUNG
11407 NW JESTER PARK DRIVE
GRANGER IA 50109

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	71575	SOUTH CENTRAL	UPS	NET 10 DAYS	0/0/0000	134,807
Qty	Item Number	Description	Mfg Part Number	UOM	Unit Price	Ext. Price
1	YELLOW BANKS PARK	1-550 GAL DW TANK PKG		Each	\$0.00	\$0.00
2	BHT320110	550 GAL DW, UL, BSKD TANK: 12GA, 48", S/P/W, T:2,	.55KDWULB51248	ea	\$3,778.273	\$7,556.55
1	FIL712000	PUMP, 115V W/REGISTER FR701V	FR701V	ea	\$873.278	\$873.28
1	FIL712120	PUMP, 1" 115V W/METER, HOSE, AUTO NOZZLE	FR711VA	ea	\$1,124.568	\$1,124.57
2	FIL712100	ANTI-SYPHON KIT FOR 700/300 SERIES PUMPS	KIT700AS	ea	\$97.356	\$194.71
2	MOR340050	LIQUID LEVEL GAUGE FOR TANKS UP TO 72" (READ IN I	718---7200 AG	ea	\$125.406	\$250.81
2	MOR340060	2" LEAK INDICATOR	724---0200 AI	EA	\$74.45	\$148.90
4	MOR960270	EMERGENCY VENT THREADED MALE 6" 8 OZ	244OM-0200 AV	ea	\$152.644	\$610.58
2	MOR960010	UPDRAFT VENT 2"	354---0200 AV	ea	\$21.183	\$42.37
2	ZYP631540	2" X 8' VENT RISER	FR ZYP631490-8	ea	\$129.196	\$258.39
2	MOR080420	FILL CAP BB-IC 2"	178---0300 AC	ea	\$43.806	\$87.61
2	MOR080610	DROP TUBE ALUMINUM 2" X 6'	419---0700 1T	ea	\$70.849	\$141.70
2	ZYP630830	1.25" X 46" PIPE SUCTION BLACK	N301	ea	\$60.967	\$121.93
2	RIC730050	HOSE, 1" SPACER	CP16HW.75	ea	\$48.532	\$97.06
1	HUS730030	BREAKAWAY 3/4"	3360	ea	\$111.760	\$111.76
1	HUS730040	BREAKAWAY 1"	2276	ea	\$161.382	\$161.38
1	HUS900090	SWIVEL 3/4" X 3/4"	S61221/0350	ea	\$37.865	\$37.87
1	HUS900080	SWIVEL 1" X 1"	0087	ea	\$67.511	\$67.51
1	CTE010020	DIESEL DECAL 18" X 12"	CTE010020	ea	\$27.930	\$27.93
4	MAY180070	4" X 14" NO SMOKING DECAL	D-14-1-R	ea	\$4.143	\$16.57
4	MAY180200	4" X 14" GASOLINE DECAL	D-14-18-R	ea	\$4.434	\$17.74
4	MAY180190	4" X 14" FLAMMABLE DECAL	D-14-17-R	ea	\$4.096	\$16.38
2	11060000400	4" Carbon Steel Coupling		Each	\$117.74	\$235.48
2	SCU920020	VENT ALARM SIGNAL 2" X 2" - VS270	00209	ea	\$53.400	\$106.80
2	ZYP602370	4" X 2" BUSHING BLACK	13160020436	ea	\$18.341	\$36.68
2	MOR080010	OVERSPILL CONTAINER 7.5 GAL	518-0100AC	ea	\$462.042	\$924.08
2	ZYP604270	2" X 6" NIPPLE, BLACK	30100000911	ea	\$10.254	\$20.51
2	ZYP602320	4" X CLOSE BLACK NIPPLE	30100001301	ea	\$20.761	\$41.52
2	410-6260	FREIGHT MARION TO DSM 1K DW		Each	\$180.00	\$360.00
2	430-7000	INSTALLATION OF EACH PACKAGE		Each	\$726.00	\$1,452.00

Marion Office & Plant
T 319.377.6357
F 319.377.0075

Denver Office
T 303.629.6881
F 303.571.5626

Grimes Office
T 515.986.9626
F 515.986.9627



Corporate Office:
Corporate Centre 200
PO Box 160
220 - 35th Street
Marion, IA 52302-0160
TF 1.800.289.7371

Quotation

Page	2 of 3
Quote	QTE023312
Date	2/3/2023

Subtotal	\$15,142.67
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$15,142.67

Customer Approval: _____ Date: (/ /)

Marion Office & Plant
T 319.377.6357
F 319.377.0075

Denver Office
T 303.629.6881
F 303.571.5626

Grimes Office
T 515.986.9626
F 515.986.9627



PO Box 180
Marion, IA 52302-0180
t. 319.377.6357 Ext. 116
f. 319.377.0075
smeyer@acterragroup.net
www.acterragroup.com

TO: POLK COUNTY CONSERVATION BOARD
KEN YOUNG
111 COURT AVE, ROOM 315
DES MOINES, IA 50309-2297

QUOTE NO.
DATE

QTE-46331-H0D3
March 22, 2023

In response to your request we are please to quote as follows:

Disconnect and reconnect power to (2) new tanks utilizing existing power at tank location. We will trench in a new line to new E-stop location.

Qty	Description	Unit	Extension
	MATERIALS	LS	\$ 1,568.18
	LABOR	LS	\$ 5,500.20
	EQUIPMENT & SUBCONTRACTS	LS	\$ 224.25
	TRAVEL & PER DIEM	LS	\$ 1,182.00
	PERMIT	LS	\$ 575.00
	TOTAL INVESTMENT		\$ 8,349.00

Unless otherwise stated, prices quoted are firm, subject to acceptance of the above proposal within 60 days. State, federal or municipal taxes are not included.

Terms: Net 10

Accepted by: _____

Title: _____

Date: _____

This sale is subject to Acterra Group's Standard Terms & Conditions policy. A copy of the policy is available upon request. 1-1/2% per month finance charge will be due on all past-due balances. Purchaser is required to pay all legal fees, court costs & expenses required to collect the amount due hereafter. The prices, payment terms, specifications and conditions of this proposal are satisfactory, and are hereby accepted. Purchaser is responsible for all sales, use and governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to the work as specified. Seller may revoke this proposal before acceptance.

We appreciate the opportunity of quoting on this requirement and hope we may be favored with this order.

	Date	April 12, 2023
	Item No. Roll Call No. Submitted by:	CONSENT 23-0409 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Directing staff to apply for the Iowa Department of Natural Resources Wildlife Habitat Stamp grant for the Miller Property restoration at Chichaqua Bottoms Greenbelt and complying with the resolution requirement.

INFORMATION:

Polk County Conservation (PCC) would like to apply for the Iowa DNR Wildlife Habitat Stamp (WHS) Grant to help fund the restoration of the Miller Property at Chichaqua Bottoms Greenbelt (CBG). This is a 25-acre parcel in the northwestern corner of CBG that was purchased in 2020 and has been in row crop production for many years. Aerial photography indicates a few 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.

The restoration plan for the Miller Property will be to convert it back to a wetland-prairie complex. This will provide valuable habitat for wildlife, as well as important resources for pollinators. It has the potential to have great benefits to water quality for CBG by reducing sediment and chemical runoff into nearby wetlands and drainage ditches, and increasing groundwater recharge.

As part of the grant process, a “resolution...must be passed by the applicant agency at a legal meeting and must be recorded in its minutes.” This resolution has been drafted per grant specifications and has been included in the Board packet.

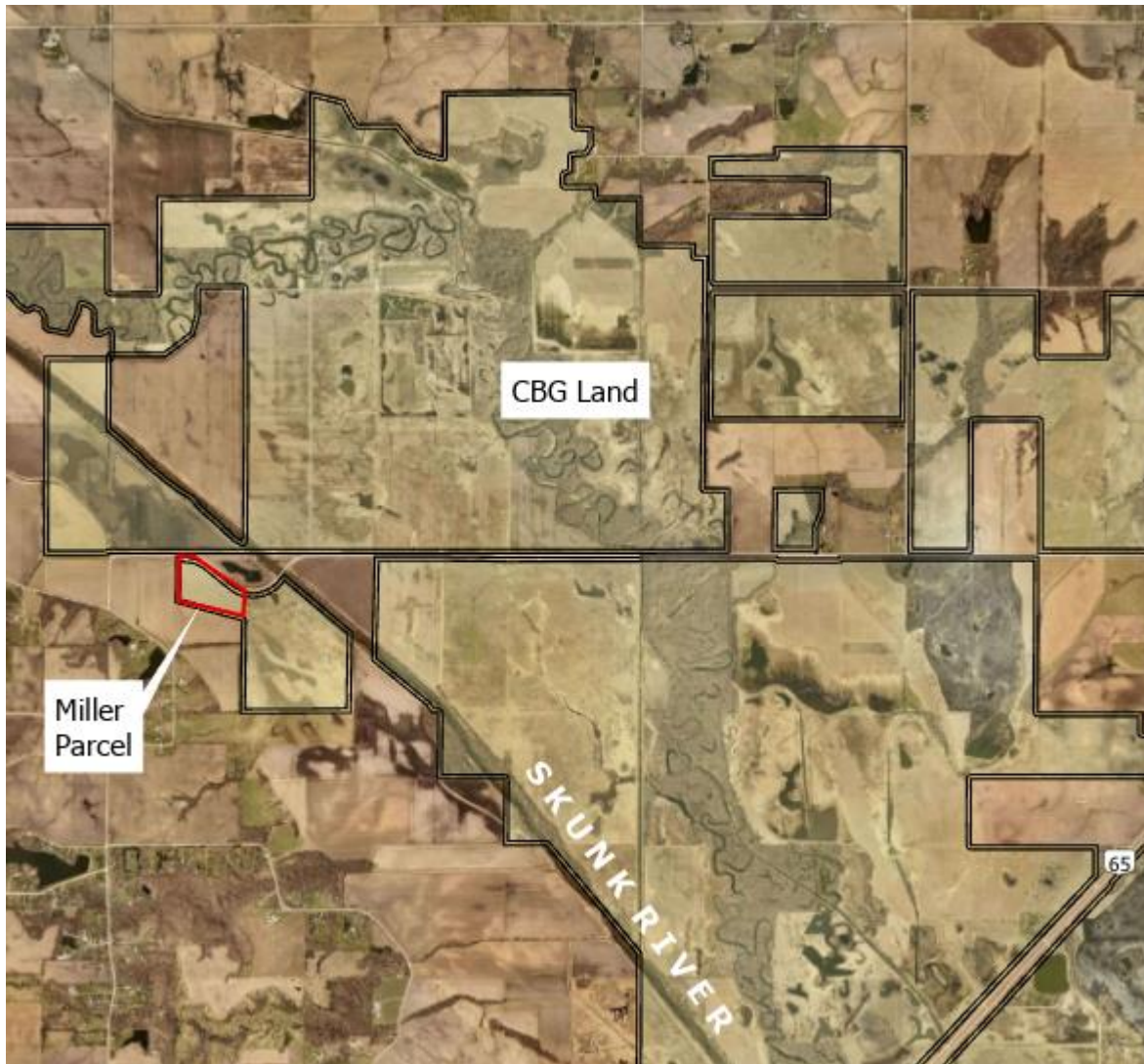
FISCAL IMPACT:

<u>Amount:</u>	Restoration Work	~\$157,000
<u>Funding Source:</u>	WHS Grant (PCC ask)	\$115,000
	Bond Funds (Natural Resources)	\$42,000

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION: Directing staff to apply for the Iowa Department of Natural Resources Wildlife Habitat Stamp grant for the Miller Property restoration at Chichaqua Bottoms Greenbelt and complying with the resolution requirement.

Project Location



RESOLUTION

Moved by _____ Seconded by _____ that the following resolution be adopted;

WHEREAS, The Polk County Conservation Board is interested in restoring wildlife habitat by means of the Miller Property as an adjacency to Chichaqua Bottoms Greenbelt.

WHEREAS, Wildlife Habitat Stamp funds are an eligible funding source for this restoration.

NOW THEREFORE BE IT RESOLVED that the Polk County Conservation Board does hereby make application for assistance of Wildlife Habitat Stamp Grant funding,

AND FURTHER AGREES to abide by all covenants of Section 110.3, Code of Iowa 1981, and Chapter 23 (290), Iowa Administrative Code,

AND FURTHER CERTIFIES this resolution was officially adopted by the Polk County Conservation Board at a legal meeting held on the 12th day of April in the year 2023.

Approved this _____ day of _____, 2023.

POLK COUNTY CONSERVATION BOARD

Jill Altringer, Chair

RECOMMENDED FOR APPROVAL:

Richard Leopold, Director
Polk County Conservation Board

APPROVED AS TO FORM:

KIMBERLY GRAHAM
POLK COUNTY ATTORNEY

By: _____
Assistant Polk County Attorney

	Date	April 12, 2023
	Item No. Roll Call No. Submitted by:	ACTION 23-0410 Jeff Condon Leisure Services Manager

AGENDA HEADING:

Awarding the contract for installation of new snowmaking infrastructure on the tubing hill located at Sleepy Hollow to TechnoAlpin in an amount not to exceed \$171,902.30.

INFORMATION:

The existing snowmaking system at Sleepy Hollow has deteriorated water and air pipes and is no longer sufficient or efficient to produce snow during cold weather months. Given the current state of the snowmaking infrastructure and fluctuating climate variables that will elevate our need for a modernized snowmaking system moving forward, now is the right time to begin the process for new snowmaking infrastructure installation. This process coincides with infrastructure installation for lighting prior to the arrival of the tube hill lift which would result in costly removal or retrofitting in the future.

There are four companies that specialize in snowmaking systems. Staff requested quotes from all four companies. Two did not provide quotes. HKD Snowmakers would only submit a quote for entire complex which is not financially feasible at this time. TechnoAlpin submitted the lowest and most reasonable bid as we requested just for the tubing hill. Additionally, they have a great track record of success and deliver high quality results on time and on budget. The bid includes water piping, electrical wire, communication lines, snow gun tower pits and the hydrants. When future funding becomes available, the goal would be to expand the snowmaking lines throughout the rest of the ski hills.

TechnoAlpin	\$ 156,275.30 (tubing hill quote)
HKD Snowmakers	\$3,056,122.00 (whole hill quote)

FISCAL IMPACT:

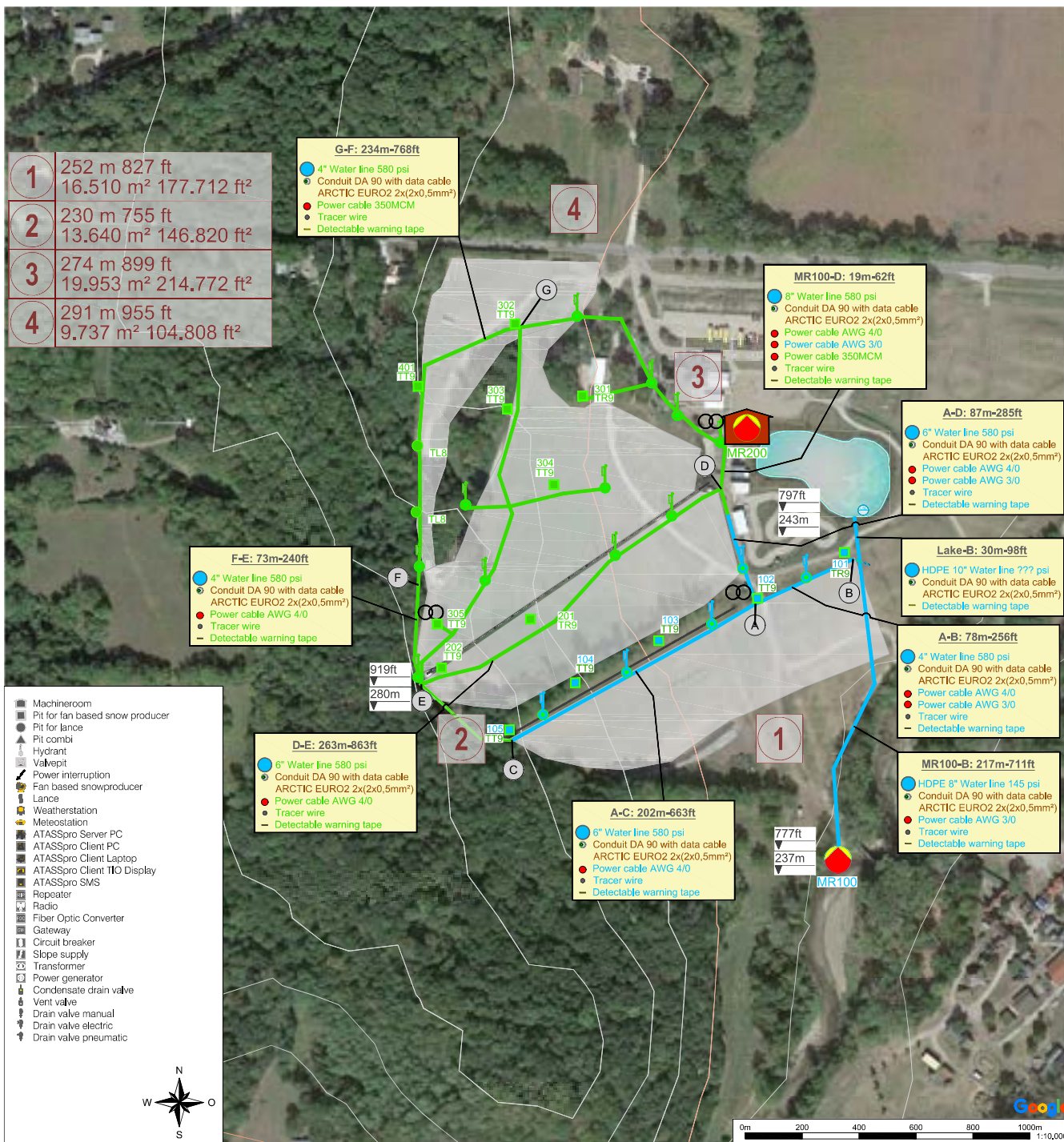
<u>Amount:</u>	\$112,275.30	TechnoAlpin Snowmaking Infrastructure
	\$ 44,000	Shipping
	\$ 15,627	10% Contingency
Total:	\$171,902.30	

Funding Source: Sleepy Hollow FY 23-24 Operating Budget

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Awarding the contract for installation of new snowmaking infrastructure on the tubing hill located at Sleepy Hollow to TechnoAlpin in an amount not to exceed \$171,902.30 and authorize the Director or their designee to sign said contracts.



Phase 1
Phase 2

TECHNOALPIN

Sleepy Hollow

Snowmaking System Masterplan

Project description

Preliminary design

Draftsman:	MCA	Date:	17.02.2023
Examiner:	MME	Scale:	1:2000
Projectmanager:	MTA	Project N°:	US0483-23
Drawing number:	01B		

Illustrations, drawings, model information and technical data in this master plan are non-binding and remain the property of TechnoAlpin. Only the materials and services specified in the order are valid and binding upon conclusion of the contract. Copying, duplicating and passing on this drawing and any action based on it is prohibited without the written consent of TechnoAlpin.



Sleepy Hollow Sports Park, Inc.
4051 Dean Avenue in Des Moines

Des Moines-50317

US0483-23-01D - February 27, 2023

Sale of TechnoAlpin Equipment Line Material Phase 1



TechnoAlpin USA, Inc. · 8536 Concord Center Dr · Unit B · Englewood, CO 80112 · Phone +1-720-895-2340 · Fax +1-720-895-0100 · www.technoalpin.com
info@technoalpin.us

US0483-23-01D - February 27, 2023

PIPELINES

DUCTILE CAST IRON PIPES

256.00	FT	Pipe 4" 580psi (100/40) Tyt Novo-Sit Alp./Aquac.
99.00	FT	Pipe 6" 580psi (150/40) Tyt Tis-K Alp./Aquac.

MMB T-CONNECTION

1.00	pcs	MMB6"/6"/6"1450psi(150-150-150/100)Tyt Tis-K/NovoS
1.00	pcs	GDR 800mm DN 150 PFA 100 Tis-K Alpinal - Epoxy bl.

MMR - PIEE REDUCER

1.00	pcs	MMR 6"/4" 1450psi (150-100/100) Tyt Tis-K/Novo-Sit
1.00	pcs	GDR 800mm DN 150 PFA 100 Tis-K Alpinal - Epoxy bl.

A - PIPE 1m (3') WITH 2" HYDRANT CONN.

2.00	pcs	A-piece 4"/2" 1450psi (100/2" 100) Tyt Novo-Sit
7.00	pcs	A-piece 6"/2" 1450psi (150/2" 100) Tyt Tis-K
9.00	pcs	Flange connection 2" NPT for Hydromat/XE-valve
9.00	pcs	Double nipple 2"mNPT - 2"mNPT Serie 3000 6"Long
9.00	pcs	Bend 90° 2" m GAS/ f NPT Serie 3000
9.00	pcs	Bend 90° 2" FNPT x 2" MNPT High Pressure

P - END PLUG FOR FEMALE PIPE PIECE

1.00	pcs	P-plug 6"/2" 1450psi (150/2"/100) Tis-K cpl
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2" PLUG FOR BLIND FLANGE AND P-PLUG

1.00	pcs	Plug M 2" gas conical series 3000
------	-----	-----------------------------------

ASSEMBLY TOOLS FOR DUCTILE CAST IRON PIPE SYSTEM

1.00	pcs	Assembly tools cpl. 4" (100) Novo-Sit
1.00	pcs	Assembly tools cpl. 6" (150) Tis-K

FIELD EQUIPEMENT (drain and air valves)

1.00	pcs	Ball damper G2" 1160psi (80) stainless steel
------	-----	--

TOTAL PIPELINES

51,639.25

(Delivery)

CABLES

Power Cable - US

US0483-23-01D - February 27, 2023

1,437.00 FT Power Cable 4/0

TOTAL CABLES **10,734.39**
(Delivery)

DATA CABLE AND GATEWAYS

DATA CABLE FOR COMMUNICATION

1,490.00 FT Cable ARCTIC EURO2 2x(2x0,5mm²) against rodents
1.00 pcs El. cabinet cpl. comm. IN: Ethernet OUT:2 x RS422

TOTAL DATA CABLE AND GATEWAYS **4,708.50**
(Delivery)

PITS and FIELD CONNECTIONS

REINFORCED PIT (for tower/lift/lance)

5.00 pcs Pit for lift 4.5m - 2 holes (entrance 31.5x31.5)
5.00 pcs Seal for entrance 800x800 L=3330mm
5.00 pcs Seal for Lift and Lance on pit L=1390mm
5.00 pcs Kit dowels 4 pc bolt 7,5x60

PIT ACCESSORIES

5.00 pcs Ladder for pit 1,5 m Aluminum
5.00 pcs Kit dowels 2 pc bolt 7,5x60
5.00 pcs Fixingkit Halfen for heater
5.00 pcs Entrance 800x800

MANUAL HYDRANT

4.00 pcs Hydrant 200C SS water 9,51 ft long (2,90 mt.)
4.00 pcs Closure handle Hydrant

POWER PEDESTAL

4.00 pcs Above ground electric pedestal 480V cpl.

TOTAL PITS and FIELD CONNECTIONS **28,845.00**
(Delivery)

START-UP

START-UP SESSION



US0483-23-01D - February 27, 2023

1.00 H Commissioning Fan Gun (1 every fan gun)

TOTAL START-UP	2,560.16
	(Delivery)

SUPERVISION and COMMISSIONING

CONSTRUCTION DRAWINGS AND DETAILS

Construction drawings and details

SUPERVISION OF CONSTRUCTION

Supervision of construction

START-UP SESSION

Start-up session

EDUCATIONAL TRAINING

Educational training

TOTAL SUPERVISION and COMMISSIONING	13,788.00
	(Delivery)

FREIGHT

FREIGHT

Shipment will be invoiced separately

TOTAL FREIGHT	0.00
	(Delivery)



US0483-23-01D - February 27, 2023

Delivery Condition

Due to the current world political situation, TechnoAlpin reserves the right, with reference to the risk of force majeure, to cancel confirmed contracts and deliveries or to postpone deadlines.

TechnoAlpin assures you that we will do everything in our power to carry out all contracts and orders on time.

The property of the supplied material remains to Technoalpin.

The client agrees to use the supplied material according to the instruction and use manual.

The client confirms that he has got enough instructions on the proper use of the supplied material.

Technoalpin is not liable for any damage caused to humans or objects due to an improper use of the supplied material.

This order is as a mere material supply.

Technoalpin Inc. does not take on any responsibility for the installation and/or laying the supplied materials, carried out by the Buyer and/or by a third Party designated by the Buyer, even if Technoalpin Inc. is in charge for system commissioning and/or the first system switch on. The system start-up made by Technoalpin's technicians may be carried out only upon written Buyers notice, where the Buyer guarantees the system/installation conformity and the full systems safety, in compliance to the agreed/accepted standards.

DELIVERY CONDITIONS

Not included:

Mounting installation work of any type.

Ditch excavation and earth moving as well as transportations on the field.

Transportations on the mountain.

Laying and installation of the field equipment.

Building for water intake.

Building for valve station.

Welding pipes and installation material for pump station.

Installation material for pump station.

Wall drilling and pass-through gaskets.

Wall drilling.

Pipe painting.

Pipe welding and installation.

Building for current transformers.

Power center with internal distribution.

Power feed lines to the electrical cabinets.

Any special equipment requested by the power company (for example "Sinusoidal frequency converter").

Any type of building installations (for example: lighting, heating, ventilation).

US0483-23-01D - February 27, 2023

Delivery Condition

Elet Cabinet for power supply for the ski slope.

Lightning protection system.

Risk analysis for construction commitment of lightning protection system.

Electrical installation (on site).

The customer has to store and dispose the waste from the building site

Earth works like excavation of the trench as well as concret works in general.

Laying of pipeline (water, air) as well as laying of cables.

Positioning of the shaft.

Mounting & installation of shaft equipment.

Road construction to get access to the construction area.

Fences or boundary markings.

Permits and licensing procedures.

Taxes and fees.

Everything else which is not explicitly named in this quotation.

Reservation of proprietary rights until execution of the final and complete payment of the project.

In case of quantity difference of any equipment (positive or negative) during construction phase, invoicing will be based on the unit prices of this quotation, after commissioning of the complete project.

If additional costs arise as a result of extraordinary material price changes, these will be applied retrospectively to all materials affected

if they exceed 5% of the material costs compared to the date of confirmation of the offer.

The price developments of the respective materials over the period of 6 months are taken into account.

The respective price indexes are used as the basis for the price development.



US0483-23-01D - February 27, 2023.

Summary

Delivery

PIPELINES	51,639.25
CABLES	10,734.39
DATA CABLE AND GATEWAYS	4,708.50
PITS and FIELD CONNECTIONS	28,845.00
START-UP	2,560.16
SUPERVISION and COMMISSIONING	13,788.00
FREIGHT	0.00

Total	USD	112,275.30
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not incl. TAX

The present offer is valid for: 30 days



US0483-23-01D - February 27, 2023

Due to the current world political situation, TechnoAlpin reserves the right, with reference to the risk of force majeure, to cancel confirmed contracts and deliveries or to postpone deadlines.

TechnoAlpin assures you that we will do everything in our power to carry out all contracts and orders on time.

PURCHASE AGREEMENT

1. Parties and Subject of the Agreement. _____ [Name], a _____
[type of entity] incorporated or organized under the laws of the State of _____ [state of
incorporation/organization], with its principal place of business at _____ [address]
("Buyer"), desires to purchase from TechnoAlpin USA, Inc., a Colorado corporation ("Seller"), pursuant to the
terms of this Purchase and Security Agreement (this "Agreement") certain pieces of snowmaking equipment
referred to on the equipment itemizations and documents that are attached hereto in the Offer (the "Equipment"),
subject to Seller's General Terms and Conditions of Sale, Rental and Delivery for Canada and the USA which can
be found at <https://www.technoalpin.com/us/tc-privacy.html> which are all enclosed herein by reference and
which shall apply to this Contract (collectively, the "Documents.")
2. Delivery. The Equipment shall be delivered as set forth in Seller's General Terms and Conditions
of Sale, Rental and Delivery for Canada and the USA. Buyer shall check the Equipment for damage or defects
upon receipt of such Equipment, and shall report any damage to the Equipment to Seller before Buyer uses or
installs the Equipment.
3. Purchase Price and Payment. The purchase price for the Equipment is set forth in the
Documents (the "Purchase Price").
4. Warranty. Seller's warranties related to the Equipment are set forth in Seller's Manufacturer's
Representations and Warranties which can be found at <https://www.technoalpin.com/us/tc-privacy.html>
5. Indemnity. Buyer shall indemnify, defend and hold Seller, its officers, and directors (the
"Indemnified Parties"), harmless from and against any and all claims, actions, suits, proceedings, damages,
expenses, losses, costs, disbursements, obligations, liabilities and liens (including attorneys', accountants' and
experts' fees) arising out of or relating to (a) the breach or violation by Buyer of any term, covenant, promise,
agreement, representation or warranty of this Agreement, (b) injury to any person or property resulting from or
based upon the actual or alleged use, operation, delivery, or transportation of any or all of the Equipment or its
location or condition or as a result of the use thereof by Buyer, and (c) inadequacy of any item of the Equipment for
any purpose other than stated in Section 7. Buyer shall, at its own cost and expense, defend any and all suits which
may be brought against the Indemnified Parties, either alone or in conjunction with others, upon any such liability or
claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against
the Indemnified Parties in any such action or actions.
6. Seller's Obligation. Seller will provide Buyer with a set of technical documentation for the
Equipment, including all related technical drawings as, for example, drawings needed for the electrical installation.
7. Use of Equipment. Buyer will only use the Equipment as set forth in the instructions and



US0483-23-01D - February 27, 2023

operating manual for the Equipment provided by Seller to Buyer. Buyer shall use the Equipment under appropriate working, structural, and terrain conditions to enable the Equipment to be operated properly and safely. Buyer agrees that the Equipment shall be used only at the location set forth in Paragraph 1, above. If Buyer moves the equipment to another location prior to full payment of the Purchase Price, Buyer shall provide Seller with written notice of the new address at which the Equipment is located within five (5) business days after any change of location.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Any person executing this Agreement in a representative capacity on behalf of Buyer expressly represents and warrants personally to Seller that such person is expressly authorized by Buyer to execute this Agreement on behalf of Buyer in the representative capacity indicated and to bind Buyer legally to all provisions of this Agreement and the Documents.

9. Invoices and Other Documents. The invoices, terms of sale, and all other Documents attached hereto or executed in conjunction with this Agreement, if any, are part of this Agreement and expressly incorporated herein.

10. Miscellaneous. This Agreement represents the entire Agreement between Seller and Buyer and supersedes and replaces any other agreements or understandings between the parties, whether written or oral, entered into prior to or contemporaneously with this Agreement. This Agreement may be amended or modified by either party, but only in writing and signed by both parties

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Purchase and Security Agreement as of the dates written below.

TechnoAlpin USA Inc. _____

[Buyer Name]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



Sleepy Hollow Sports Park, Inc.
4051 Dean Avenue in Des Moines

Des Moines-50317

US0483-23-01D - February 27, 2023

Sale of TechnoAlpin Equipment

Line Material Phase 1

Total Project Amount	112,275.30 USD not incl. TAX
-----------------------------	-------------------------------------

Terms of payment:

40	%	by order
40	%	by delivery
20	%	after commissoining

Freight: DAP - Delivered at place

Delivery schedule:

Pending contract signature

The above listed sales conditions and general contractual conditions of TechnoAlpin are applicable to this quotation. For reference look at:
<https://www.technoalpin.com/en-us/tc/>

In acceptance and confirmation:

(date, signature)



Sleepy Hollow Sports Park, Inc.
4051 Dean Avenue in Des Moines

Des Moines-50317

US0483-23-01D - February 27, 2023

Sale of TechnoAlpin Equipment Line Material Phase 1



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TOTAL PIPELINES

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(Delivery)

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US0483-23-01D - February 27, 2023

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4.00 pcs Closure handle Hydrant

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(Delivery)

START-UP

START-UP SESSION



US0483-23-01D - February 27, 2023

1.00 H Commissioning Fan Gun (1 every fan gun)

TOTAL START-UP	2,560.16
	(Delivery)

SUPERVISION and COMMISSIONING

CONSTRUCTION DRAWINGS AND DETAILS

Construction drawings and details

SUPERVISION OF CONSTRUCTION

Supervision of construction

START-UP SESSION

Start-up session

EDUCATIONAL TRAINING

Educational training

TOTAL SUPERVISION and COMMISSIONING	13,788.00
	(Delivery)

FREIGHT

FREIGHT

Shipment will be invoiced separately

TOTAL FREIGHT	0.00
	(Delivery)



US0483-23-01D - February 27, 2023

Delivery Condition

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Building for valve station.

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Installation material for pump station.

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US0483-23-01D - February 27, 2023

Delivery Condition

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Mounting & installation of shaft equipment.

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US0483-23-01D - February 27, 2023.

Summary

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FREIGHT	0.00

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not incl. TAX

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US0483-23-01D - February 27, 2023

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PURCHASE AGREEMENT

1. Parties and Subject of the Agreement. _____ [Name], a _____ [type of entity] incorporated or organized under the laws of the State of _____ [state of incorporation/organization], with its principal place of business at _____ [address] ("Buyer"), desires to purchase from TechnoAlpin USA, Inc., a Colorado corporation ("Seller"), pursuant to the terms of this Purchase and Security Agreement (this "Agreement") certain pieces of snowmaking equipment referred to on the equipment itemizations and documents that are attached hereto in the Offer (the "Equipment"), subject to Seller's General Terms and Conditions of Sale, Rental and Delivery for Canada and the USA which can be found at <https://www.technoalpin.com/us/tc-privacy.html> which are all enclosed herein by reference and which shall apply to this Contract (collectively, the "Documents.")
2. Delivery. The Equipment shall be delivered as set forth in Seller's General Terms and Conditions of Sale, Rental and Delivery for Canada and the USA. Buyer shall check the Equipment for damage or defects upon receipt of such Equipment, and shall report any damage to the Equipment to Seller before Buyer uses or installs the Equipment.
3. Purchase Price and Payment. The purchase price for the Equipment is set forth in the Documents (the "Purchase Price").
4. Warranty. Seller's warranties related to the Equipment are set forth in Seller's Manufacturer's Representations and Warranties which can be found at <https://www.technoalpin.com/us/tc-privacy.html>
5. Indemnity. Buyer shall indemnify, defend and hold Seller, its officers, and directors (the "Indemnified Parties"), harmless from and against any and all claims, actions, suits, proceedings, damages, expenses, losses, costs, disbursements, obligations, liabilities and liens (including attorneys', accountants' and experts' fees) arising out of or relating to (a) the breach or violation by Buyer of any term, covenant, promise, agreement, representation or warranty of this Agreement, (b) injury to any person or property resulting from or based upon the actual or alleged use, operation, delivery, or transportation of any or all of the Equipment or its location or condition or as a result of the use thereof by Buyer, and (c) inadequacy of any item of the Equipment for any purpose other than stated in Section 7. Buyer shall, at its own cost and expense, defend any and all suits which may be brought against the Indemnified Parties, either alone or in conjunction with others, upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against the Indemnified Parties in any such action or actions.
6. Seller's Obligation. Seller will provide Buyer with a set of technical documentation for the Equipment, including all related technical drawings as, for example, drawings needed for the electrical installation.
7. Use of Equipment. Buyer will only use the Equipment as set forth in the instructions and



US0483-23-01D - February 27, 2023

operating manual for the Equipment provided by Seller to Buyer. Buyer shall use the Equipment under appropriate working, structural, and terrain conditions to enable the Equipment to be operated properly and safely. Buyer agrees that the Equipment shall be used only at the location set forth in Paragraph 1, above. If Buyer moves the equipment to another location prior to full payment of the Purchase Price, Buyer shall provide Seller with written notice of the new address at which the Equipment is located within five (5) business days after any change of location.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Any person executing this Agreement in a representative capacity on behalf of Buyer expressly represents and warrants personally to Seller that such person is expressly authorized by Buyer to execute this Agreement on behalf of Buyer in the representative capacity indicated and to bind Buyer legally to all provisions of this Agreement and the Documents.

9. Invoices and Other Documents. The invoices, terms of sale, and all other Documents attached hereto or executed in conjunction with this Agreement, if any, are part of this Agreement and expressly incorporated herein.

10. Miscellaneous. This Agreement represents the entire Agreement between Seller and Buyer and supersedes and replaces any other agreements or understandings between the parties, whether written or oral, entered into prior to or contemporaneously with this Agreement. This Agreement may be amended or modified by either party, but only in writing and signed by both parties

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Purchase and Security Agreement as of the dates written below.

TechnoAlpin USA Inc. _____

[Buyer Name]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



Sleepy Hollow Sports Park, Inc.
4051 Dean Avenue in Des Moines

Des Moines-50317

US0483-23-01D - February 27, 2023

Sale of TechnoAlpin Equipment

Line Material Phase 1

Total Project Amount	112,275.30 USD not incl. TAX
-----------------------------	-------------------------------------

Terms of payment:

40	%	by order
40	%	by delivery
20	%	after commissioning

Freight: DAP - Delivered at place

Delivery schedule:

Pending contract signature

The above listed sales conditions and general contractual conditions of TechnoAlpin are applicable to this quotation. For reference look at:
<https://www.technoalpin.com/en-us/tc/>

In acceptance and confirmation:

(date, signature)

	Date	April 12, 2023
	Item No. Roll Call No. Submitted by:	ACTION 23-0411 Jeff Condon Leisure Services Manager

AGENDA HEADING:

Awarding the contract to the lowest bidder, Musco Sports Lighting LLC, for a lighting system for the new Snowflex hill located at Sleepy Hollow in an amount not to exceed \$211,015.

INFORMATION:

The current lighting system on the tubing hill has become inadequate due to deteriorating poles and non-energy efficient light fixtures. This has resulted in increased maintenance and upkeep costs, along with periodic lighting outages. It is clear that the system has reached the end of its useful life and is no longer able to meet the needs of the hill. To improve the appearance, safety, and overall guest experience, staff recommends replacing the existing lighting system with a modern, energy-efficient solution.

Three quotes were obtained from reputable lighting companies and they are outlined below. Musco was the lowest bidder and provided the services that most aligned with our needs.

Musco Lighting	\$191,832.00
NRG Sales Lighting & Controls, LLC (Quote 1)	\$513,608.64
NRG Sales Lighting & Controls, LLC (Quote 2)	\$976,948.20

FISCAL IMPACT:

<u>Amount:</u> \$191,832	Quote Amount
\$ 19,183	10% Contingency
\$211,015	Not to Exceed

Funding Source: Sleepy Hollow FY 23-24 Operating Budget

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Awarding the contract to the lowest bidder, Musco Sports Lighting LLC, for a lighting system for the new Snowflex hill located at Sleepy Hollow in an amount not to exceed \$211,015 and authorize the Director or their designee to sign contracts.





Quote

Date: 4/3/2023
Expiration date: 5/31/2023
To: Jeff Condon

Project: Sleepy Hollow Sports Park
Des Moines, IA
Musco Project Number: 223967

Quotation Price – Materials Delivered to Job Site and Pole-In-Air Installation

Lighting

Tubing Hill – Base Bid \$ 191,832

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels

System Description

- Factory aimed and assembled luminaries
- Factory aimed and assembled RGBW luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Show-Light® Special Effects with Control-Link® Control and Monitoring System

- Control and monitoring cabinet
- 1 communication cabinet
- 1 touchscreen for onsite control of theatrical effects
- 6 pre-programmed theatrical lighting effects applied to facility lighting design
- 4 minutes of light show programming set to customer supplied and licensed music
- Remote on/off control
- Onsite dimming (high/med/low/blackout)
- Monitoring with 24/7 customer support

Optional Features

- Programming to integrate scoreboards, video boards, or non-Musco DMX equipment



Quote

- Custom color lighting control

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

Pole-In-Air installation

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Provide labor and equipment for installation of electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:



Quote

- Shipment of entire project together to one location.
- 480 Volt, 3 phase electrical system requirement.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jason Schillig

Sales Executive

Musco Sports Lighting, LLC

100 1st Avenue West – PO Box 808

Oskaloosa, IA 52577, USA

Phone: 563-260-1334

E-mail: Jason.schillig@musco.com



Sleepy Hollow Sports Park

Des Moines, IA, USA

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
P1, P3, P5	60'	60'	4	FUTURE	2.36 kW	B
		60'	2	TLC-LED-550	1.08 kW	A
		60'	2	TLC-RGBW	1.28 kW	A
P2, P4, P6	60'	60'	2	TLC-LED-550	1.08 kW	A
		60'	2	TLC-RGBW	1.28 kW	A
		70'	2	TLC-LED-550	1.08 kW	A
P7-P9	70'	70'	2	TLC-RGBW	1.28 kW	A
9			48		28.32 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Tubing Hill	21.24 kW	36
B	Future Ski Hill	7.08 kW	12

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-RGBW	LED 5700K - 75 CRI	640W	28,500	>120,000	>120,000	>120,000	18
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	18

Single Luminaire Amperage Draw Chart								
Driver (.90 min power factor)		Max Line Amperage Per Luminaire						
Single Phase Voltage	208	220	240	277	347	380	480	
	(60)	(60)	(60)	(60)	(60)	(60)	(60)	
TLC-RGBW	4.5	4.3	3.8	3.3	2.7	1.9	1.9	
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4	

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Extended Hill	Horizontal Illuminance	5.28	1	10	10.93	5.28	A	36
Project GroundGrid	Horizontal Illuminance	6.40	0	14	656.63		A	36
Tubing Hill	Horizontal Illuminance	0	0	0	0.00		A	36

From Hometown to Professional



EQUIPMENT LIST FOR AREAS SHOWN

Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	P1	60'	85'	145'	TLC-LED-S50	2/2*	2	2
				145'	TLC-RGBW	2/2*	2	2
1	P2	60'	70'	130'	TLC-LED-S50	2	2	0
				130'	TLC-RGBW	2	2	0
1	P3	60'	47'	107'	TLC-LED-S50	2/2*	2	2
				107'	TLC-RGBW	2/2*	2	2
1	P4	60'	23'	83'	TLC-LED-S50	2	2	0
				83'	TLC-RGBW	2	2	0
1	P5	60'	13'	73'	TLC-LED-S50	2/2*	2	2
				73'	TLC-RGBW	2/2*	2	2
1	P6	60'	-	60'	TLC-LED-S50	2	2	0
				60'	TLC-RGBW	2	2	0
3	P7-P9	70'	-	70'	TLC-LED-S50	2	2	0
				70'	TLC-RGBW	2	2	0
9	TOTALS					48	36	12

* This structure utilizes a back-to-back mounting configuration



ENGINEERED DESIGN By: Mitchell Thys · File #223967B · 19-Jan-23

Sleepy Hollow Sports Park
Des Moines, IA, USA

GRID SUMMARY	
Name:	Project GroundGrid
Spacing:	30.0' x 30.0'
Height:	104.1' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	6.40
Maximum:	14
Minimum:	0
Avg / Min:	310.04
Max / Min:	656.63
UG (adjacent pts):	0.00
CU:	0.50
No. of Points:	144
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	36
Total Load:	21.24 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		MOUNTING HEIGHT	Luminaires		QTY / POLE	THIS GRID	OTHER GRIDS
		SIZE	GRADE ELEVATION		TYPE				
1	P1	60'	85'	145'	TLC-LED-550	2/2*	2	2	2
				145'	TLC-RGBW	2/2*	2	2	2
1	P2	60'	70'	130'	TLC-LED-550	2	2	2	0
				130'	TLC-RGBW	2	2	2	0
1	P3	60'	47'	107'	TLC-LED-550	2/2*	2	2	2
				107'	TLC-RGBW	2/2*	2	2	2
1	P4	60'	23'	83'	TLC-LED-550	2	2	2	0
				83'	TLC-RGBW	2	2	2	0
1	P5	60'	13'	73'	TLC-LED-550	2/2*	2	2	2
				73'	TLC-RGBW	2/2*	2	2	2
1	P6	60'	-	60'	TLC-LED-550	2	2	2	0
				60'	TLC-RGBW	2	2	2	0
3	P7-P9	70'	-	70'	TLC-LED-550	2	2	2	0
				70'	TLC-RGBW	2	2	2	0
9	TOTALS						48	36	12

* This structure utilizes a back-to-back mounting configuration



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

Sleepy Hollow Sports Park
Des Moines, IA, USA

GRID SUMMARY	
Name:	Extended Hill
Size:	530' x 225'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
Scan Average:	5.28
Maximum:	10
Minimum:	1
Avg / Min:	5.78
Max / Min:	10.93
UG (adjacent pts):	4.29
CU:	0.34
No. of Points:	119
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	36
Total Load:	21.24 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



Sleepy Hollow Sports Park

Des Moines, IA, USA

EQUIPMENT LAYOUT

INCLUDES:

- Extended Hill
- Tubing Hill

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires	
						TYPE	QTY
1	P1	60'	85'	145'	145'	TLC-LED-550 TLC-RGBW	2/2*
1	P2	60'	70'	130'	130'	TLC-LED-550 TLC-RGBW	2
1	P3	60'	47'	107'	107'	TLC-LED-550 TLC-RGBW	2/2*
1	P4	60'	23'	83'	83'	TLC-LED-550 TLC-RGBW	2
1	P5	60'	13'	73'	73'	TLC-LED-550 TLC-RGBW	2/2*
1	P6	60'	-	60'	60'	TLC-LED-550 TLC-RGBW	2
3	P7-P9	70'	-	70'	70'	TLC-LED-550 TLC-RGBW	2
9	TOTALS						48

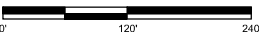
* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-RGBW	4.5	4.3	3.8	3.3	2.7	1.9	1.9
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4



SCALE IN FEET 1 : 120



ENGINEERED DESIGN By: Mitchell Thys · File #223967B · 19-Jan-23

Pole location(s) ⓧ dimensions are relative to 0,0 reference point(s) ⓧ



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EQUIPMENT LAYOUT

	Date	April 12, 2023
	Item No. Roll Call No. Submitted by:	ACTION 23-0412 Jeff Condon Leisure Services Manager

AGENDA HEADING:

Approving the amendment to the agreement between Shive-Hattery, Inc. and Polk County Conservation for additional engineering and design services needed to complete the Sleepy Hollow Sports Park SnowFlex bid package development in an amount of \$77,500.

INFORMATION:

Polk County Conservation (PCC) entered into a Professional Services Agreement with Shive-Hattery to complete feasibility studies and master planning for Sleepy Hollow Sports Park back in February of 2022. Initial guidance given to Shive was to develop drawings for a remodeled Lodge/Concessions facility and to design a 60 site campground complex. Both of these tasks were successfully delivered to PCC. The associated price tags on the renovated Lodge and campground came back extremely high prompting PCC to pivot and turn our focus to the Snowflex feature that was approved by the Board in November of 2022.

In recent months, PCC has reached back out to Shive to use remaining engineering and design fees from the original agreement to coordinate design components associated with the Snowflex system. Some of this additional work was absorbed within the original agreement, but at this time all funds have been exhausted.

At this crucial juncture with the Sleepy Hollow project, PCC is in need of some additional time sensitive scope of work elements necessary prior to the Snowflex installation this summer. These elements are highlighted below and described in further detail within the attached amendment on Pages 4-5.

- Design of high level graphic to be used for future planning and fundraising
- Preparation of construction documents and specs for Snowflex infrastructure and pond expansion
- Coordination with the City of Des Moines for site plan approval and permitting
- Coordination with the Iowa Department of Natural Resources and Army Corps of Engineers for wetland delineation and permitting
- Coordination between PCC and Snowflex to incorporate design elements into construction documents
- Handle all sealed bid phase services

FISCAL IMPACT:

Amount: \$77,500

Funding Source: Polk County Water & Land Legacy Bond Referendum

PREVIOUS BOARD ACTION(S):

Date: February 9, 2022

Roll Call Number: 22-0216 (Yea-5)

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

RECOMMENDATION:

Approving the amendment to the agreement between Shive-Hattery, Inc. and Polk County Conservation for additional engineering and design services needed to complete the Sleepy Hollow Sports Park SnowFlex bid package development in an amount of \$77,500 and authorize the Director or their designee to sign said amendment agreement.

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CLIENT

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

PROJECT: Polk CC - Sleepy Hollow Master Plan

PROJECT LOCATION: Des Moines, IA

ORIGINAL AGREEMENT DATE: March 10, 2023

AMENDMENT NO.: 3

AMENDMENT DATE: March 29, 2023

Polk County Conservation Board and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

PROJECT DESCRIPTION

The Project Description is revised as follows:

The Sleepy Hollow Master Plan project has had numerous changes in direction, scope, and complexity since it began. Shive-Hattery has continually worked at the direction of Polk County Conservation staff including removing items which were in our original scope of work. Additional items of work that have been requested including campground layouts and design of structures and facilities to support the proposed SnowFlex system have been completed as requested. An amendment is needed to continue to develop two bid packages to support the SnowFlex system that is being designed by others as the master plan budget has been exhausted through work completed to date.

SCOPE OF SERVICES

The original master plan project proposal scope of work is modified as noted below.

Tasks for the Scope of Services are completed, removed, or revised as follows.

Items of work 1 through 3 have been completed and were in the original Scope of Services:

1. Client and Staff Kick-off
 1. Facilitate a client brainstorming session
2. Base mapping & Site Utility Documentation
 1. Combine information obtained from topographic survey with existing LIDAR and aerial data available.
 2. Obtain mapping of existing public utility systems from local jurisdictions.
 3. Coordinate with previous owners to locate and document private utility networks and incorporate into base survey. Assume up to three in-person meetings to document the existing conditions.



3. Inventory and Analysis of Existing Park Amenities
 1. Provide map of existing amenities
 2. Attend two (2) half day site visit to review park and amenities
 1. Maintenance building in Renaissance Fair area (47 +/- structures)
 2. Ski lodge
 3. Structural assessment of two bridges for continued pedestrian use
 4. High-level review of the existing pond with consideration of future use patterns.

Items of work 4 through 7 have not been completed and were in the original Scope of Services are below:

4. Building Feasibility Studies:
 1. Field review of existing conditions of the permanent structures on the property to identify immediate or urgent life safety or code compliance issue. Assessments shall be visual. No testing will be provided.
 2. The primary structures of focus are the lodge and maintenance building east of the creek.
 3. Review available drawings and records of the existing building.
 4. Attend on-site design work sessions with the Client and previous owners to review design and further define the owner project requirements. Assume up to four (4) meetings.
 5. Space planning and individual room programming for remodeling or expanding the lodge.
 6. Develop strategies for the mechanical and electrical systems.
 7. Space planning for improving the maintenance building in the festival area to accommodate public restrooms and showers to support camping. Develop strategies for the mechanical and electrical systems.
 8. Create architectural, mechanical and electrical systems narrative.
 9. Perform preliminary code overview of proposed new buildings and renovation.
 10. Deliverable:
 1. Summary of existing conditions of each structure.
 2. Highlight safety or code compliance concerns. Provide a recommendation for immediate steps to resolve or mitigate.
 3. Provide recommendation for less urgent improvements to shore up and protect the structure or denote if not salvageable and demolition is recommended.
 4. Provide an opinion of the probable project costs related to each structure.
5. Stakeholder Engagement & Inclusive Design:
 1. Conduct a stakeholder engagement process consisting of electronic surveying, virtual and in-person presentation and input session. Work with the Client to define the audiences.
 2. Utilize the tools developed for the Easter Lake project to inform inclusive and universal design.
 3. Include up three (3) meetings with various stakeholders

6. Design Charette and Programming:
 1. Identify other potential amenities to include within the park, including a permanent campground and showerhouse.
 2. Identify the new components within the park and provide inspirational photos and/or sketches to illustrate intended outcome for each project
 3. Provide architectural programming exercise of ski lodge to best determine how to utilize the space.
 4. Coordinate with an experienced ski operator or design expert.
 5. Include two (2) coordination meetings with the owner.
7. Winter Sports Complex Master Plan, Narrative and Opinion of Costs:
 1. Prepare and refine concepts from design charettes. Develop into a final master plan. Final deliverable will include:
 1. An overall-colored map illustrating all proposed improvements and project areas
 2. Development of up to eight (8) 3D concept graphics of key amenities.
 3. A narrative document defining the proposed projects and assumptions.
 4. A detailed opinion of probable costs, broken into logical phases.
 2. Include five (5) coordination meetings with the owner.

Items of Work 8 through 13 have been completed but were not included in the original scope are below. These items of work were exchanged for the scope that was removed from the original master plan Scope of Services.

8. Campground Option Layouts and Preliminary Design
9. City of Des Moines and City of Pleasant Hill Coordination
10. Preliminary Coordination of Design Components of the SnowFlex System and components to be completed by PCC staff.
11. Preliminary Design
 1. 24x60 SnowFlex and Tube Storage Building & dry floodproofing
 2. 24x24 Pump House Building & dry floodproofing
 3. Pond Dredging and Expansion
 4. Bioswale for SnowFlex Stormwater Treatment
 5. Site Design for above components, including layout of utilities
12. Submission of the preliminary site plan to the City of Des Moines for Site plan review
13. Submission of a Joint Application to the Iowa DNR and Army Corps of Engineers

Items of Work 14 through 19 have not been completed and are being added to the scope of work:

14. Provide a single graphic showing high level components of the future Sleepy Hollow Site for future planning purposes.
15. Preparation of Construction Documents and specifications for two phases of bidding and construction for the SnowFlex related infrastructure and pond expansion. Phases are generally described below:
 1. Phase 1 (Spring/Summer 2023)
 1. 24x60 SnowFlex and Tube Storage Building
 1. This structure will house the mechanical and electrical equipment required to operate the SnowFlex system.
 2. Bioswale
 1. For water quality treatment for runoff from the proposed snow flex system.
 3. Snow Flex System
 1. Grading plans and details to be provided by others after completion of the design by others for coordination with related items.
 2. Phase 2 (Summer/Fall 2023)
 1. Demolition of existing go cart track and obsolete structures.
 2. Pond Expansion
 1. Additional water volume is needed to support the snow making operations and to improve recreational opportunities.
 3. Pump House and water intake from Fourmile Creek to provide water to the pond to support snow making operations.
16. Coordination with the City of Des Moines for Site plan approval
 1. Includes submission of initial site plan and up to two rounds of revisions/responses to comments based on feedback from the city and other members of the site plan review committee.
 2. Application of a Chapter 50 floodplain development permit with City of Des Moines.
 1. Does not include re-zoning work/coordination of any kind. It is assumed that re-zoning will not be required for the proposed work.
17. DNR and Army Corps of Engineering Permitting
 1. Perform a wetland delineation of the project area for permitting purposes, if requested by USACE.
 2. Prepare a Joint application in PRMT for submission to the Iowa DNR and USACE.
 1. Coordinate with USACE and maintain contact until a permit is obtained. We anticipate that multiple nationwide permits will be required for the pond expansion and pipe outlets/intake from Fourmile Creek.
 2. If an individual permit is required due to wetland impacts in excess of ½ of 1 acre, additional scope and fee will be required to permit the project.
 3. Assist Polk County with application for a water use permit by providing a site plan for the application.
 1. The Permit application for water use to be drawn from Fourmile creek will be prepared by the Client.
18. SnowFlex Coordination
 1. Coordinate with the owner and SnowFlex to incorporate design elements to construction documents. The SnowFlex system construction documents, including details, elevations, grading plans and utility plans will be provided by SnowFlex to Shive-Hattery in electronic format.

19. Bid Phase Services

1. Attend two pre bid meetings (one for each phase)
2. Assist owner with clarifications and addenda.
3. Assist owner with bid tabulation of each phase.

CLIENT RESPONSIBILITIES

Client Responsibilities are revised as follows:

Provide sufficient design details and construction documents for items of work to be completed by the Owner or Snowflex to coordinate work into construction documents.

SCHEDULE

The Schedule is revised as follows as a reference however the schedule will vary based on review by regulatory and local authorities.

Projected Milestones

- City of Des Moines Site Plan Submission and Joint Application Submission – March 2023
- City of Des Moines Site Plan Approval – April/May 2023
- Phase 1 Construction Documents and Bidding – May 2023
- Phase 2 Construction Documents and Bidding – June 2023

COMPENSATION

The original Contract + Amendments tasks and compensation was as follows:

Description	Fee Type	Fee	Total
Client and Staff Kick-off	Fixed Fee	\$2,500	\$2,500
Base mapping & Site Utility Documentation	Fixed Fee	\$8,500	\$8,500
Inventory and Analysis of Existing Park Amenities	Fixed Fee	\$4,800	\$4,800
Building Feasibility Studies	Fixed Fee	\$16,800	\$16,800
Stakeholder Engagement & Inclusive Design	Fixed Fee	\$6,200	\$6,200
Design Charette and Programming	Fixed Fee	\$4,500	\$4,500
Winter Sports Complex Master Plan, Narrative and Opinion of Costs	Fixed Fee	\$54,000	\$54,000
Amendment 1 - Survey	Fixed Fee	\$14,400	\$14,400
Amendment 2 – Hydrology & Hydraulics	Fixed Fee	\$15,400	\$15,400
TOTAL		\$127,100	\$127,100

The Compensation and tasks are revised as follows:

Description	Fee Type	Fee	Total
Client and Staff Kick-off	Fixed Fee	\$2,500	\$2,500
Base mapping & Site Utility Documentation	Fixed Fee	\$8,500	\$8,500
Inventory and Analysis of Existing Park Amenities	Fixed Fee	\$4,800	\$4,800
Master Plan and Campground Concepts	Fixed Fee	\$65,000	\$65,000
Ski Hill Master Plan	Fixed Fee	\$9,550	\$9,550
Snow Flex and Pumphouse Design and Construction Documents	Fixed Fee	\$100,650	\$100,650
Permitting and City Coordination – Snowflex Bid Packages	Fixed Fee	\$9,100	\$9,100
Bid Phase Services (two lettings)	Fixed Fee	\$4,500	\$4,500
TOTAL		\$204,600	\$204,600

Fee Types:

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

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

ADDITIONAL SERVICES

The Additional Services are revised as follows:

1. Additional bid packages beyond the two detailed above
2. Individual Permitting with USACE
3. HEC-RAS Modeling
4. SnowFlex System Design or drafting
5. DNR Permitting for water use
6. Construction Phase Services

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,
SHIVE-HATTERY, INC.



Dan Jensen, PE, Project Manager
djensen@shive-hattery.com

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Polk County Conservation Board

BY: _____ TITLE: _____
(signature)

PRINTED NAME: _____ DATE ACCEPTED: _____

CC: Dan Jensen, Shive-Hattery



Date

April 12, 2023

Item No.

ACTION

Roll Call No.

23-0413

Submitted by:

Adam Fendrick

Park Planner

AGENDA HEADING:

Approving a Memorandum of Understanding (MOU) with the City of Des Moines for the development of the Lauridsen Skatepark Parking Lot project contingent the final form of the agreement largely conforms to the draft agreement.

INFORMATION:

Conservation has been in discussions with the City of Des Moines to develop a parking lot for the Lauridsen Skatepark that would be located north of I-235 on the existing location of the Riverwalk Dog Park. The plan is to shift the dog park to the north to make room for the parking lot, at which point that land would be deeded over to Polk County Conservation in exchange for Conservation to provide all work necessary to shift the dog park to the north. This work includes installing permanent and temporary fencing, removing sections of streets, providing a drinking fountain with dog bowl, and site restoration. The land for the parking lot will be equal to the land extended to the north for the dog park expansion area.

This MOU is coming to the Board in draft form because of the aggressive timeline. Every effort is being made to strictly follow the proposed schedule to start construction immediately following the 2023 Dew Tour and to ensure construction is completed by the 2024 Dew Tour. The proposed scheduled is outlined to hit the following milestone dates:

- 1) Public Input Meeting on proposed project was held on March 7
- 2) Des Moines City Council Meeting on April 24 to approve MOU
- 3) City Site Plan submission (review process expected to take three months)
- 4) City of Des Moines Zoning Board of Adjustment Meeting on May 24th for Conditional Use Permit
- 5) Public bidding process begins by June 15 after all permits are obtained

The final form of the agreement is contingent upon the outlined general conditions being met. If these conditions are met and the Polk County Attorney's Office has reviewed the agreement, Director Leopold will then sign the MOU.

FISCAL IMPACT: N/A

PREVIOUS BOARD ACTION(S):

Date: March 8, 2023

Roll Call Number: 23-0312 (Yea 4; Absent 1)

Action: Approving contract with the Iowa Department of Agriculture and Land Stewardship (IDALS) for the Water Quality Initiative Grant for the Lauridsen Skatepark Parking Lot project and committing \$103,500 in matching funds.

Date: January 11, 2023

Roll Call Number: 23-0113 (Yea 5)

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

RECOMMENDATION:

Approving a Memorandum of Understanding (MOU) with the City of Des Moines for the development of the Lauridsen Skatepark Parking Lot project contingent the final form of the agreement largely conforms to the draft agreement and authorizing the Director or their designee to sign said agreement.

**MEMORANDUM OF UNDERSTANDING
FOR THE
RIVERWALK DOG PARK & LAURIDSEN SKATE PARK PARKING LOT
BETWEEN
THE POLK COUNTY CONSERVATION BOARD
AND
THE CITY OF DES MOINES**

WHEREAS, the Polk County Conservation Board (PCCB) and the City of Des Moines, Iowa have entered into a Memorandum of Understanding to provide mutual support for the construction of a parking lot that serves the public need for parking at the Riverwalk Dog Park, the Lauridsen Skate Park, and the future Central Place Levee Trail; and

WHEREAS, the City of Des Moines owns and operates the Riverwalk Dog Park located at 1111 Illinois St. and is anticipating to remove W. River Dr. for the future Central Place Levee Trail; and

WHEREAS, Polk County Conservation Board requests relocation of the Riverwalk Dog Park and the land required for the construction of the parking lot that will serve users of the Riverwalk Dog Park, the Lauridsen Skate Park and the future Central Place Levee Trail. The land deeded to Polk County Conservation will be equal to the expansion of the Riverwalk Dog Park, as shown in Exhibit A; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein set forth, the parties agree as follows:

1. Duties of County Conservation Board are listed in **Attachment A**.
2. Duties of the City are listed in **Attachment B**.
3. No separate legal or administrative entity is created by this Agreement. No real or personal property will be purchased in the performance of this Agreement.
4. County Conservation Board shall be the lead agency for carrying out the terms of this Agreement.
5. The City of Des Moines Director of Parks and Recreation or their designee shall administer performance of this Agreement for the City of Des Moines. The County

Conservation Board Director or their designee shall administer performance of this Agreement for the County Conservation Board.

6. Either party to this Agreement may notify the other of its desire to terminate this Agreement by sending written notice of such desire to terminate, specifying the reasons for termination, at least sixty days prior to the effective date of such requested termination. Notice shall be sent to the governing body of the other party at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the term of this Agreement.
7. In the event of a breach by any entity of this Agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
8. This is the entire Agreement between both duly recognized parties and it may be amended only upon the agreement of both parties and only in writing.
9. The parties shall approve this Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.
10. The City of Des Moines shall indemnify, defend and hold harmless PCCB, Polk County, Iowa, its elected and appointed officials, directors, employees, volunteers, agents, their predecessors, successors and assigns from and against any and all liabilities, disputes, claims, demands, cause of actions, lawsuits, damages, judgments, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against the County, by reason of or resulting from any injury or damages to persons, including but not limited to any personal injury, including death; or damages to any property, including but not limited to any loss of use thereof, and economic damages claimed, caused, arising out of or in connection with the CITY OF DES MOINES, including CITY OF DES MOINES employee's, agent's, representative's or subcontractor's, acts, errors, omissions, default, breach, mismanagement or negligence, in the performance of the terms, obligations or duties imposed by the terms of this Agreement or required by law. This provision shall survive the expiration or termination of this Agreement.
11. PCCB expressly assumes responsibility for any and all damage caused to City property arising out of the PCCB's work or services under this Agreement, including that of its officers, agents, employees, contractors and others under the control of PCCB.

12. Both the City and PCCB recognize that, as governmental entities, they maintain programs of self-insurance combined with excess insurance. The programs which each entity independently determines are best suited to their economic realities are deemed to be acceptable for the purposes of this Agreement.
13. Except as otherwise specified, all notices, consents, approvals, requests and other communications (hereinafter referred to as "Notices") required or permitted under this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the CITY OF DES MOINES:

City of Des Moines
Park and Recreation Department
1551 E Martin Luther King Jr Pkwy
Des Moines, IA 50317
Attention: Benjamin R. Page

If to the POLK COUNTY CONSERVATION BOARD:

Polk County Conservation Board
12130 NW 128th Street
Granger, Iowa 50109
Attention: Richard A. Leopold, Director

All Notices shall be deemed given on the day of mailing. Any party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other party as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, this Agreement has been executed on behalf of the Polk County Conservation Board on this _____ day of _____, 2023.

POLK COUNTY CONSERVATION BOARD

Jill Altringer, Board Chair

APPROVED AS TO FORM

Kate Clark, Assistant County Attorney

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, this Agreement has been executed on behalf of the City of Des Moines on this _____ day of _____, 2023.

CITY OF DES MOINES, IOWA

ATTEST:

T. M. Franklin Cownie, Mayor

Laura Baumgartner, City Clerk

Approved As To Form:

Glenna Frank, Assistant City Attorney II

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023 before me, a Notary Public in and for said County, personally appeared T. M. Franklin Cownie and Laura Baumgartner to me personally known, and who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Des Moines, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, as contained in the Resolution adopted under Roll Call No. 23-_____, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public for Iowa

ATTACHMENT A
Duties of Polk County Conservation Board

County Conservation Board shall be responsible, at its sole cost and expense, for the following:

1. Develop and provide the City a Recorded property plat of the Dog Park Vacation Area.
2. The establishment of a paved parking lot that will serve as public parking for the Lauridsen Skate Park and the Riverwalk Dog Park with pedestrian access connection to Riverwalk Dog Park and the future Central Place Levee Trail.
3. Hold a Public Meeting to notify the public of the proposed improvements to the Riverwalk Dog Park and the proposed Parking Lot. Provide documentation and feedback from this meeting.
4. Perform all work needed to relocate and re-establish the Dog Park from the Dog Park Vacation Area to the Dog Park Expansion Area; including all necessary road removals, fencing with maintenance beam curb and one (1) new double gate for equipment access, amenities, access gate to Dog Park from the proposed parking lot, site restoration, and to provide water service and installation of a drinking fountain with dog waterer, as shown in Exhibit A and B.
5. Maintain emergency access to the Lauridsen Skate Park, via the north entrance under Interstate 235, during the construction of the Parking Lot.
6. Construct and maintain a vehicle access road to the Lauridsen Skate Park.
7. Provide and maintain sufficient number of trash receptacles to address littering issues in the Parking Lot.
8. PCCB reserves the right to use the southern section of the parking lot for a staging area during special events at the Lauridsen Skate Park. This includes full right to close the parking lot from public use, as shown in Exhibit C.
9. At no charge to the City and upon the City's request, grant the City permanent and temporary construction easements or transfer of real property to enable the City to construct and maintain the Central Place Levee Trail. PCCB acknowledges that the Central Place Levee Trail and any future improvements or additions thereto, remain and shall be owned by the City and the City shall continue to have all rights to use, repair, construct, and maintain the Central Place Levee Tail, including the right of ingress and egress over land owned by PCCB.

ATTACHMENT B

Duties of the City of Des Moines

The City shall be responsible, at its sole costs and expense, for the following:

1. Utilizing the plat provided by PCCB, the City shall transfer ownership of the Dog Park Vacation Area to PCCB at no cost to PCCB.
2. At no charge to PCCB and upon PCCB's request, grant PCCB temporary construction easements to allow PCCB to construct the Dog Park Expansion Area.
3. The City will own, manage and maintain the Dog Park Expansion Area immediately after PCCB completes the relocation and the City has accepted the work.
4. The City shall allow PCCB emergency and public access under Interstate 235 to the Lauridsen Skate Park turn-a-round. The intention of this agreement is PCCB would own and manage the road under Interstate 235 and the City would own and manage the trail under Interstate 235.
5. The City shall be responsible for the removal of the remainder of W. River Dr. with the Central Place Levee Trail project.
6. The City will own, manage, and maintain the Central Place Levee Trail, including without limitation:
 - a. Turf maintenance at a width no less than 5-feet along both shoulders of the trail.
 - b. Snow removal along the trail.
 - c. All trail usage rules, information, signage, and law enforcement.
 - d. Determination of trail closures.

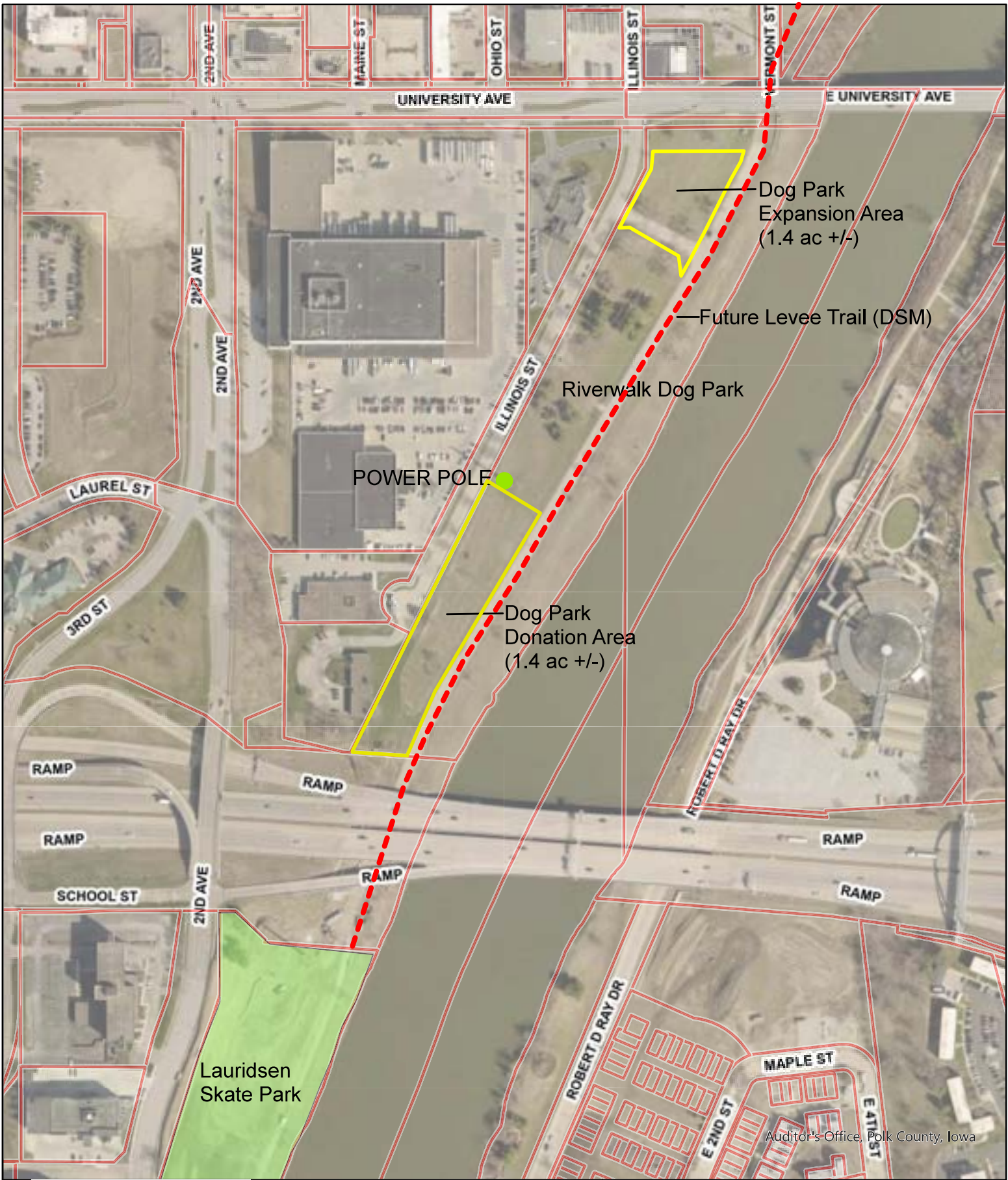


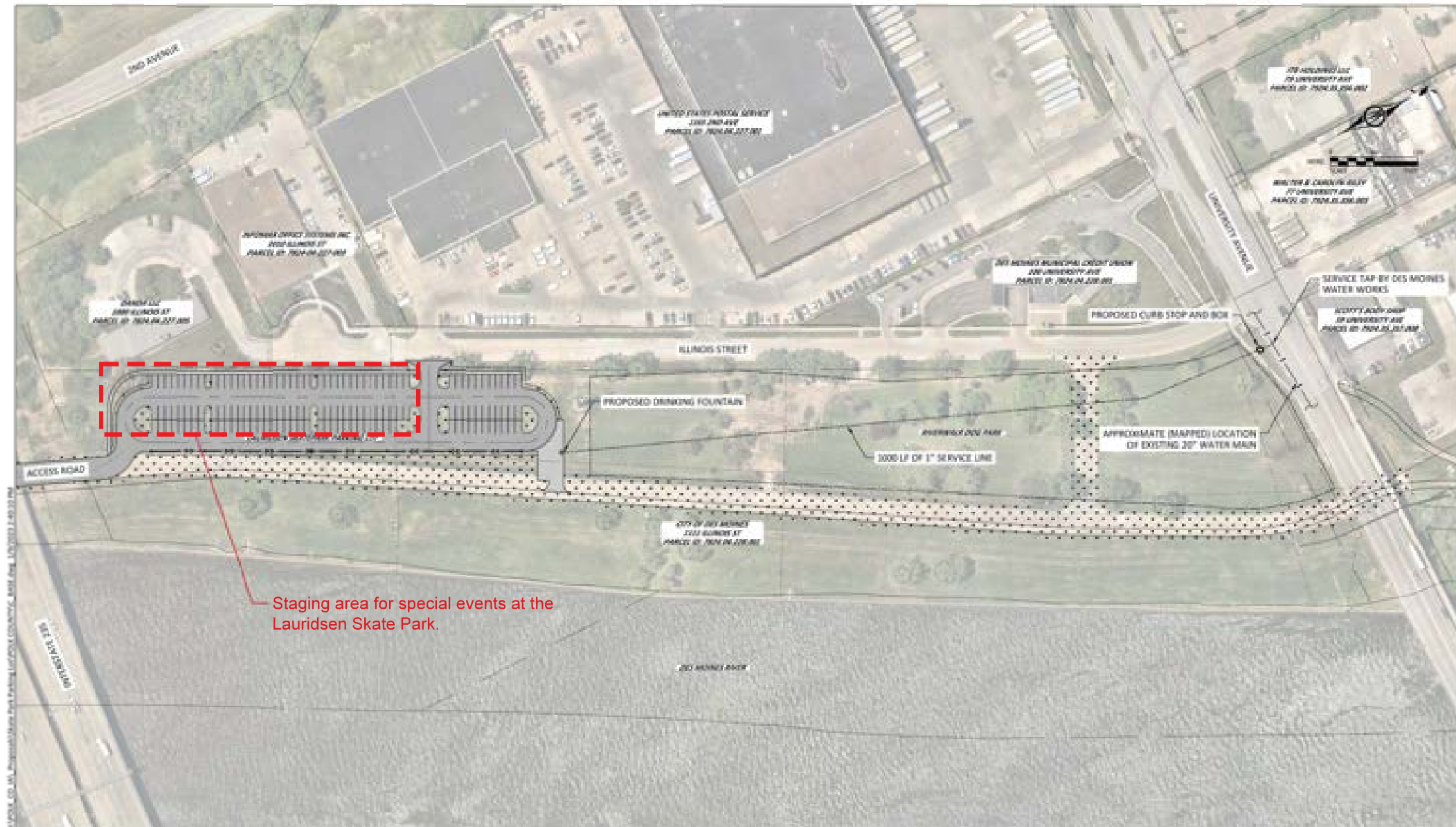
EXHIBIT A
Riverwalk Dog Park



EXHIBIT 'B'



EXHIBIT 'C'



	Date	4-12-23
	Item No. Roll Call No. Submitted by:	ACTION 23-0414 David Weidt Park Ranger

AGENDA HEADING:

Approving Addendums 12 (Mobile Video Recorder Policy) and 13 (Criminal Justice Information Services Policy) for inclusion into the Polk County Conservation Law Enforcement Manual.

INFORMATION:

Addendum 12:

Polk County Conservation (PCC) law enforcement staff are currently issued Mobile Video Recorders (MVR) in their patrol trucks. PCC will also be issuing law enforcement staff body-worn MVR's. Addendum 12 was created to ensure current and future issued MVR usage falls within policy. This policy was created utilizing existing Polk County Sheriff's Office and Iowa Department of Natural Resources policies. Addendum 12 has been reviewed by the Polk County Attorney's Office.

Addendum 13:

Polk County Conservation (PCC) law enforcement staff currently use computers with access to the Federal Criminal Justice Information System (CJIS). This system requires specific training and certification for use. Every 3 years, PCC is audited by the Department of Justice (DOJ) to ensure data provided through the CJIS is secure. During this last audit, the DOJ required PCC to pass a CJIS policy. Addendum 13 was created to meet this requirement. This policy was created utilizing DOJ recommended wording. Addendum 13 has been reviewed by the Polk County's Attorney's Office.

FISCAL IMPACT:

Amount: N/A

PREVIOUS BOARD ACTION(S):

Date: May 12, 2021

Roll Call Number: 21-0513 **(Yea 4; 1 absent)**

Action: Approving the Polk County Conservation Law Enforcement Policy.

Date: April 14, 2021

Roll Call Number: 21-0412 **(Yea 5)**

Action: Receive and file the Polk County Conservation Law Enforcement Policy. Document to be submitted for approval at the May 12, 2021, Board meeting.

RECOMMENDATION:

Approving Addendums 12 (Mobile Video Recorder Policy) and 13 (Criminal Justice Information Services Policy) for inclusion into the Polk County Conservation Law Enforcement Manual.

Addendum 12:**Mobile Video Recorder Policy****POLICY**

MVR equipment may be used to assist Rangers in the performance of their duties by providing an accurate and unbiased recorded account of an incident. Additionally, to maximize effectiveness of the MVR and maintain the integrity of evidence and related documentation, all personnel assigned the use of these devices will adhere to the procedures outlined within this policy.

PURPOSE

The purpose of this policy is to establish guidelines for the use and management of audio-visual media recorded by Mobile Video Recorders (MVR). This policy does not supplant the reasonable and justifiable discretion used by a ranger utilizing a Mobile Video Recorder.

CONFIDENTIALITY

All recorded media, images, and audio are property of Polk County Conservation and will not be copied, released, or disseminated in any form or manner outside the parameters of this policy without the expressed written consent of the Director/Deputy Director/Parks Manager. Under no circumstances will any member of Polk County Conservation staff make a personal copy of any recorded event without prior permission of the Director/Deputy Director/Parks Manager.

PROCEDURE**Equipment**

- Rangers will only use MVR equipment issued and approved by PCC. The wearing of personally owned video recorders is not authorized or permitted.
- MVR equipment will be considered issued equipment until relinquished at the direction of the Parks Manager.
- Inspection and general maintenance of MVR equipment shall be the responsibility of the Ranger assigned to the equipment.
- MVR equipment shall be operated in accordance with the manufacturer's recommended guidelines and department training and policies.

Ranger Responsibility

- Weekly, rangers assigned a MVR will ensure its readiness by conducting an operational inspection. Any problems preventing the use of the MVR will be reported to the Director/Deputy Director/Parks Manager.
- Rangers may activate the MVR to record during each citizen encounter related to calls for service, enforcement actions, traffic stops, and/or law enforcement services. Additionally, tactical activities including but not limited to: building searches, searches for suspects and building checks at alarms may also be recorded

- Once the MVR is activated, it should remain on until the incident has reached a conclusion or the ranger leaves the scene. If for any reason a recording is discontinued prior to the conclusion of an incident, the reason should be documented on the recording or in a written report.
- To respect the dignity of others, operators will try to avoid recording videos of persons who are nude or when sensitive human areas are exposed.
- The MVR shall not be used to record non-work-related personal activity and will not be activated in places where a reasonable expectation of privacy exists, such as restrooms.
- The MVR will not be intentionally activated to record conversations of fellow employees without their knowledge during routine, non-enforcement related activities.
- Employees shall not erase, alter, reuse, modify or tamper with audio-video recordings.
- Rangers may review their own digital recordings for report writing and/or training purposes.
- Rangers will typically not allow citizens to review the recordings; however, operator discretion is allowed to replay the recording to citizens at the scene in order to mitigate possible complaints.
- Rangers will download video to the server as needed or upon indication that the device is nearing capacity.

Supervisor Responsibility

- It is incumbent on the Director/Deputy Director/Parks Manager to ensure rangers utilize MVR equipment according to policy guidelines.

Video Retention and Distribution

- All recorded media, images, and audio captured by MVRs will be retained as follows:
 - Equipment Check 30 days
 - Advisals 3 years
 - Summons 3 years
 - Case Made 3 years
 - Misdemeanor Arrest 3 years
 - Accident Investigation 3 years
 - Pursuits 6 years
 - Felony Arrest 6 years
 - OWI 6 years
 - Death Investigation Forever

All recorded media, images, and audio captured by MVRs and dash cams shall be distributed in accordance with the Freedom of Information Act request, and released in accordance to Polk County Sheriff's Office and Polk County Attorney's Office policies.

Addendum 13:**Criminal Justice Information
Services Policy****POLICY**

The purpose of this policy is to outline the proper protection and disposal of Criminal Justice Information Services (CJIS) media at Polk County Conservation. These rules are in place to protect sensitive and classified information, employees, and PCC. Inappropriate disposal of PCC and FBI information and media may put employees, PCC and the FBI at risk.

This policy applies to employees, contractors, temporary staff, and other workers at PCC including all personnel with access to sensitive and classified data and media. This policy applies to all equipment that processes classified and sensitive data that is owned or leased by PCC.

CJIS MEDIA PROTECTION**MEDIA STORAGE AND ACCESS**

The agency shall securely store digital and physical media within physically secure locations or controlled areas. The agency shall restrict access to digital and physical media to authorized individuals. If physical and personnel restrictions are not feasible then the data shall be encrypted. The agency shall protect and control digital and physical media during transport outside of controlled areas and restrict the activities associated with transport of such media to authorized personnel.

DIGITAL MEDIA DURING TRANSIT

Controls shall be in place to protect digital media containing CJI while in transport (physically moved from one location to another) to help prevent compromise of the data. Encryption is the optimal control during transport; however, if encryption of the data isn't possible then each agency shall institute physical controls to ensure the security of the data.

PHYSICAL MEDIA IN TRANSIT

The controls and security measures in this document also apply to CJI in physical (printed documents, printed imagery, etc.) form. Physical media shall be protected at the same level as the information would be protected in electronic form.

DIGITAL MEDIA SANITIZATION AND DISPOSAL

The agency shall sanitize, that is, overwrite at least three times or degauss digital media prior to disposal or release for reuse by unauthorized individuals. Inoperable digital media shall be destroyed (cut up, shredded, etc.). The agency shall maintain written documentation of the steps taken to sanitize or destroy electronic media. Agencies shall ensure the sanitization or destruction is witnessed or carried out by authorized personnel.

DISPOSAL OF PHYSICAL MEDIA

Physical media shall be securely disposed of when no longer required, using formal procedures. Formal procedures for the secure disposal or destruction of physical media

shall minimize the risk of sensitive information being compromised by unauthorized individuals. Physical media shall be destroyed by shredding or incineration. Agencies shall ensure the disposal or destruction is witnessed or carried out by authorized personnel.

CJIS INCIDENT RESPONSE

An incident is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard computer security practices. An incident response capability is necessary for rapidly detecting incidents, minimizing loss and destruction, mitigating the weaknesses that were exploited, and restoring computing services.

Incidents include, but are not limited to:

- Attempts (either failed or successful) to gain unauthorized access to a system or its data
- Unwanted disruption or denial of service which includes the unauthorized use of a system for the processing or storage of data changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent

REPORTING INFORMATION SECURITY EVENTS

The agency shall promptly report incident information to the appropriate authorities. Information security events and weaknesses associated with information systems shall be communicated in a manner allowing timely corrective action to be taken. Formal event reporting and escalation procedures shall be in place. Wherever feasible, the agency shall employ automated mechanisms to assist in the reporting of security incidents. All employees, contractors and third party users shall be made aware of the procedures for reporting the different types of event and weakness that might have an impact on the security of agency assets and are required to report any information security events and weaknesses as quickly as possible to the designated point of contact.

MANAGEMENT OF INFORMATION SECURITY INCIDENTS

A consistent and effective approach shall be applied to the management of information security incidents. Responsibilities and procedures shall be in place to handle information security events and weaknesses effectively once they have been reported.

INCIDENT HANDLING

The agency shall implement an incident handling capability for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery. Wherever feasible, the agency shall employ automated mechanisms to support the incident handling process. Incident-related information can be obtained from a variety of sources including, but not limited to, audit monitoring, network monitoring, physical access monitoring, and user/administrator reports. The agency should incorporate the lessons learned from ongoing incident handling activities into the incident response procedures and implement the procedures accordingly.

COLLECTION OF EVIDENCE

Where a follow-up action against a person or agency after an information security incident involves legal action (either civil or criminal), evidence shall be collected, retained, and presented to conform to the rules for evidence laid down in the relevant jurisdiction(s).

INCIDENT RESPONSE TRAINING

The agency shall ensure general incident response roles and responsibilities are included as part of required security awareness training.

INCIDENT MONITORING

The agency shall track and document information system security incidents on an ongoing basis. The Iowa Department of Public Safety, Information Security Ranger shall maintain completed security incident reporting forms until the subsequent FBI triennial audit or until legal action (if warranted) is complete; whichever time-frame is greater.

	Date	April 12, 2023
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 23-0415

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.