



## BOARD MEETING

**June 14, 2023**

**Prairieview Shelter, Yellow Banks Park**

**6801 SE 32nd Avenue, Pleasant Hill, IA**

**5:30 PM – PCC Board Meeting**

### AGENDA

- 1) **Roll Call**
- 2) **Public Comments**
- 3) **Financial Reports**
- 4) **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.

- 5) **Approving** bill list.
- 6) **Ratifying** Polk County Conservation (PCC) Board's electronic vote on May 19, 2023, approving a change order in the amount of \$60,300.00 for additional expenses on the Dykstra wetland restoration project.
- 7) **Approving** a 10-year lease agreement with Des Moines Rowing for the Easter Lake North Shore Boathouse from 2023-2033.
- 8) **Approving** \$49,600 for Architectural/Engineering services with MA Architecture, Inc. for the addition to the Jester Park Nature Center.
- 9) **Approving** a State Recreational Trails Grant application for the Mountain Bike Park project and providing a minimum of 25% matching funds from Polk County Conservation and other funding sources.
- 10) **Approving** the purchase of a 2022 Chevy Silverado 1500 from Stivers Ford Lincoln in Waukee, in an amount not to exceed \$41,898.00 for operational use at Lauridsen Skatepark.
- 11) **Approving** an agreement with ISG, Inc. to begin A/E (Architectural/Engineering) work for the new Construction Maintenance Operations (CMO) building at Jester Park not to exceed \$250,000.

#### **ACTION ITEMS**

- 12) **Awarding** lowest contractor bid for wetland excavation at the Switchgrass and Lane parcels at Chichaqua Bottoms Greenbelt to Wentholt Excavating, LLC in a maximum contracted amount of \$180,308.50 with a 5% contingency.
- 13) **Approving** the \$160,000 agreement (plus 10% contingency) with Red Dot Advertising and Design to deliver agreed upon scope of work for marketing and branding services for Polk County Conservation's brands including Sleepy Hollow and Athene North Shore Recreation Area.
- 14) **Approving** the Renaissance Faire and Scream Park Concessionaire Contract at Sleepy Hollow that will be publicly bid for the 2024 season.

#### **BOARD DISCUSSION**

Director Remarks

Board Chair & Members Remarks

## **CLOSED SESSION**

### **15) Land Acquisition**

## **ADJOURNMENT**

### **Upcoming Events**

- June 1-30 – [Programming focus at Yellow Banks Park by Environmental Education](#)
- June 15 – [Prairie Stomp Summer Concert Series at Jester Park](#)
- June 19 – Juneteenth Holiday; county/admin offices closed; Nature Center closed
- June 20 – Open House for new [Alleman Park](#) at 4-6 pm
- June 23 – Jester Park Friends Group social at 5 pm at Outdoor Recreation and Wellness Center
- June 24 – Fish with a Father at Fort Des Moines Park
- June 24 – Iowa Ruckus Rollerblading Competition at Lauridsen Skatepark
- June 25 – SkateDSM Beginner Clinic at Lauridsen Skatepark
- June 27 – [North American Prairie Conference](#) field trip to Chichaqua Bottoms Greenbelt
- July 4 – Independence Day Holiday, county/admin offices closed; Nature Center open
- July 12 -- Polk County Conservation Board Meeting at [future site of Alleman Park](#)

*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 128<sup>th</sup> 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](http://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](mailto:pccb_info@polkcountyiowa.gov)*

**2022-23 Revenue Budget**  
- as of 05/31/23 (91.67% of budget year expired)

| UNIT #                                       | UNIT                        | Revenue Budget      | Total Revenues Received | Balance Due         | % Received    |
|----------------------------------------------|-----------------------------|---------------------|-------------------------|---------------------|---------------|
| <b>General - Fund 1</b>                      |                             |                     |                         |                     |               |
| 0212                                         | Conservation Infrastructure | \$ 1,006,055        | \$ 986,055              | \$ 20,000           | 98.0%         |
| 0213                                         | Equipment                   | \$ 85,473           | \$ 85,473               | \$ -                | 100.0%        |
| 6006                                         | Environmental Ed            | \$ 107,053          | \$ 116,118              | \$ (9,065)          | 108.5%        |
| 6009                                         | Natural Resources           | \$ 124,000          | \$ 120,447              | \$ 3,553            | 97.1%         |
| 6101                                         | Administration              | \$ 45,189           | \$ 29,792               | \$ 15,397           | 65.9%         |
| 6103                                         | Community Outreach          | \$ -                | \$ -                    | \$ -                | 0.0%          |
| 6104                                         | Conservation Grants         | \$ 223,118          | \$ 223,118              | \$ -                | 0.0%          |
| 6110                                         | Parks Advocacy Unit         | \$ 722,500          | \$ 653,847              | \$ 68,653           | 90.5%         |
| 6118                                         | Fleet Services              | \$ 20,000           | \$ 20,814               | \$ (814)            | 104.1%        |
| 6119                                         | Construction/Maint.         | \$ 12,050           | \$ 12,050               | \$ -                | 0.0%          |
| 6124                                         | Equestrian Center           | \$ 243,170          | \$ 202,014              | \$ 41,156           | 83.1%         |
| <b>Sub-Total - General Fund 1</b>            |                             | <b>\$ 2,588,608</b> | <b>\$ 2,449,728</b>     | <b>\$ 138,880</b>   | <b>94.6%</b>  |
| <b>Conservation Special Projects- Fund 6</b> |                             |                     |                         |                     |               |
| 6125                                         | JP Lodge                    | \$ 100,000          | \$ 58,948               | \$ 41,052           | 58.9%         |
| 6127                                         | Miscellaneous               | \$ 5,051            | \$ 8,512                | \$ (3,461)          | 168.5%        |
| 6128                                         | Cabins                      | \$ 140,000          | \$ 124,132              | \$ 15,868           | 88.7%         |
| 6129                                         | Lauridsen Skatepark         | \$ 25,000           | \$ 11,813               | \$ 13,187           | 47.3%         |
| <b>Sub-Total - General Fund 6</b>            |                             | <b>\$ 270,051</b>   | <b>\$ 203,405</b>       | <b>\$ 66,646</b>    | <b>75.3%</b>  |
| <b>REAP - Fund 26</b>                        |                             |                     |                         |                     |               |
| 0211                                         | Resource Enhancement        | \$ 117,730          | \$ 122,511              | \$ (4,781)          | 104.1%        |
| <b>Reserve - Fund 50</b>                     |                             |                     |                         |                     |               |
| 6126                                         | Mitigation Banking          | \$ 1,000,000        | \$ -                    | \$ 1,000,000        | 0.0%          |
| <b>Bond - Fund 51</b>                        |                             |                     |                         |                     |               |
| 0210/0215                                    | Water & Land Dev & Trails   | \$ 1,417,200        | \$ 3,561,038            | \$ (2,143,838)      | 251.3%        |
| <b>Conservation Enterprises - Fund 286</b>   |                             |                     |                         |                     |               |
| 6121                                         | Golf Course                 | \$ 350,800          | \$ 360,643              | \$ (9,843)          | 102.8%        |
| 6126                                         | Sleepy Hollow               | \$ -                | \$ 7,758                | \$ (7,758)          | 0.0%          |
| <b>Sub-Total - Enterprises Fund 286</b>      |                             | <b>\$ 350,800</b>   | <b>\$ 368,401</b>       | <b>\$ (17,601)</b>  | <b>105.0%</b> |
| <b>Grand Total - Conservation</b>            |                             | <b>\$ 5,744,389</b> | <b>\$ 6,705,083</b>     | <b>\$ (960,694)</b> | <b>116.7%</b> |

**2022 - 2023 Expense Budget**  
- as of 05/31/23 (91.67% of budget year expired)

| UNIT #                                     | UNIT                            | Expense Budget       | Total Expended       | Balance Remaining    | % Expended   |
|--------------------------------------------|---------------------------------|----------------------|----------------------|----------------------|--------------|
| <b>General - Fund 1</b>                    |                                 |                      |                      |                      |              |
| 0212                                       | Conservation Infrastructure     | \$ 952,808           | \$ 909,181           | \$ 43,627            | 95.4%        |
| 0213                                       | Equipment                       | \$ 406,868           | \$ 342,125           | \$ 64,743            | 84.1%        |
| 6006                                       | Environmental Ed                | \$ 709,173           | \$ 602,204           | \$ 106,969           | 84.9%        |
| 6009                                       | Natural Resources               | \$ 1,354,542         | \$ 1,213,432         | \$ 141,110           | 89.6%        |
| 6101                                       | Administration                  | \$ 1,386,716         | \$ 1,164,767         | \$ 221,949           | 84.0%        |
| 6103                                       | Community Outreach              | \$ 208,662           | \$ 180,455           | \$ 28,207            | 86.5%        |
| 6104                                       | Conservation Grants-FEMA        | \$ -                 | \$ -                 | \$ -                 | 0.0%         |
| 6110                                       | Parks Advocacy Unit             | \$ 1,390,623         | \$ 1,381,097         | \$ 9,526             | 99.3%        |
| 6118                                       | Fleet Services                  | \$ 668,418           | \$ 664,419           | \$ 3,999             | 99.4%        |
| 6119                                       | Construction/Maint.             | \$ 840,638           | \$ 699,809           | \$ 140,829           | 83.2%        |
| 6124                                       | Equestrian Center               | \$ 729,873           | \$ 816,626           | \$ (86,753)          | 111.9%       |
| <b>Sub-Total - General Fund 1</b>          |                                 | <b>\$ 8,648,321</b>  | <b>\$ 7,974,115</b>  | <b>\$ 674,206</b>    | <b>92.2%</b> |
| <b>General Supplemental - Fund 2</b>       |                                 |                      |                      |                      |              |
| All Units                                  | Benefits (IPERS/FICA/Ins, Etc.) | \$ 1,598,617         | \$ 1,412,161         | \$ 186,456           | 88.3%        |
| <b>Risk Management - Fund 3</b>            |                                 |                      |                      |                      |              |
| 6100                                       | Insurance, Med., Work. Comp.    | \$ -                 | \$ -                 | \$ -                 | 0.0%         |
| <b>REAP - Fund 26</b>                      |                                 |                      |                      |                      |              |
| 0211                                       | Resource Enhancement            | \$ 262,069           | \$ 61,960            | \$ 200,109           | 23.6%        |
| <b>Mitigation Banking - Fund 31</b>        |                                 |                      |                      |                      |              |
| 6003                                       | Mitigation Banking              | \$ 500,000           | \$ -                 | \$ 500,000           | 0.0%         |
| <b>Bond - Fund 51</b>                      |                                 |                      |                      |                      |              |
| 0210/0215                                  | Water & Land Dev & Trails       | \$ 23,308,237        | \$ 13,898,744        | \$ 9,409,493         | 59.6%        |
| <b>Conservation Enterprises - Fund 286</b> |                                 |                      |                      |                      |              |
| 6121                                       | Golf Course                     | \$ 438,500           | \$ 128,411           | \$ 310,089           | 29.3%        |
| 6126                                       | Sleepy Hollow                   | \$ 386,893           | \$ 310,121           | \$ 76,772            | 80.2%        |
| <b>Sub-Total - Enterprises Fund 286</b>    |                                 | <b>\$ 825,393</b>    | <b>\$ 438,532</b>    | <b>\$ 386,861</b>    | <b>53.1%</b> |
| <b>Grand Total - Conservation</b>          |                                 | <b>\$ 35,696,727</b> | <b>\$ 24,172,874</b> | <b>\$ 11,523,853</b> | <b>67.7%</b> |

**2021 Bond PCWLL EXPENDITURES AS OF :**

**May 31, 2023**

| SUB-<br>LEDGER | PROJECT                       | BALANCE<br>2012<br>BOND | May<br>2022 BOND<br>ISSUANCE | ACTUAL<br>CONSTRUCTION<br>EXPENDITURES | ACTUAL<br>ENGINEERING<br>EXPENDITURES | ACTUAL<br>MISCELLANEOUS<br>EXPENDITURES | GRANT<br>REVENUES AND<br>DONATIONS | ACTUAL<br>COSTS<br>TO DATE | ACTUAL<br>BALANCE<br>REMAINING |
|----------------|-------------------------------|-------------------------|------------------------------|----------------------------------------|---------------------------------------|-----------------------------------------|------------------------------------|----------------------------|--------------------------------|
| C12-6221       | JP NATURE CENTER              | (\$68,793)              | \$ 68,793                    |                                        |                                       |                                         |                                    | \$ -                       | -                              |
| C12-6222       | CBG MASTER PLAN               |                         | \$ 250,000                   |                                        |                                       |                                         |                                    | \$ -                       | 250,000                        |
| C12-6228       | JP PARK IMPROVEMENTS          |                         | \$ 580,000                   | \$ 228,285                             |                                       | \$ 30,213                               |                                    | \$ 258,498                 | 321,502                        |
| C20-6343       | 4-MILE/SLEEPY HOLLOW          | (\$2,919)               | \$ 5,750,000                 |                                        | \$ 106,158                            | \$ 2,321,353                            |                                    | \$ 2,427,511               | 3,319,570                      |
| C20-6344       | MALLY'S/RANKIN                |                         |                              |                                        |                                       |                                         |                                    | \$ -                       | -                              |
| C20-6348       | ARTIFACTS                     |                         | \$ 54,710                    |                                        |                                       | \$ 54,710                               |                                    | \$ 54,710                  | (0)                            |
| C20-6349       | COPPER CREEK                  |                         | \$ 150,000                   |                                        | \$ 18,500                             | \$ 28,809                               |                                    | \$ 47,309                  | 102,691                        |
| C20-6351       | EASTERN MOUNDS                |                         |                              |                                        |                                       |                                         |                                    | \$ -                       | -                              |
| C20-6352       | HTT TO POLK CITY              |                         | \$ 700,000                   |                                        |                                       |                                         |                                    | \$ -                       | 700,000                        |
| C20-6353       | SPECK PROPERTY                |                         | \$ 1,612                     |                                        |                                       | \$ 7,812                                |                                    | \$ 7,812                   | (6,200)                        |
| C21-6354       | TRAILS END MITIGATION BANKING | (\$400,205)             | \$ 1,000,000                 | \$ 3,111,928                           | \$ 146,963                            | \$ 225                                  |                                    | \$ 3,259,116               | (2,659,321)                    |
| C22-6355       | SUSTAINABILITY                | (\$5,995)               | \$ 250,000                   |                                        |                                       | \$ 95,218                               |                                    | \$ 95,218                  | 148,787                        |
| 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                   |                                        | \$ 87,847                             |                                         |                                    | \$ 87,847                  | 162,153                        |
| C23-6360       | ALLEMAN/ZIEL                  |                         | \$ -                         |                                        | \$ 2,930                              |                                         |                                    | \$ 2,930                   | (2,930)                        |
| C23-6361       | CAMP DODGE/HARDING            |                         | \$ -                         |                                        |                                       | \$ 200                                  | \$ (1,290,000)                     | \$ (1,289,800)             | 1,289,800                      |
| C23-6362       | YE-DEATON (MILDRED)           |                         | \$ 297,559                   |                                        |                                       | \$ 297,559                              |                                    | \$ 297,559                 | -                              |
| C23-6363       | BRENTON SLOUGH                |                         | \$ -                         |                                        |                                       | \$ 231                                  |                                    | \$ 231                     | (231)                          |
| C22-9999       | MINOR BOND IMPROVEMENTS       |                         | \$ 1,225,290                 |                                        |                                       | \$ 486,629                              | \$ (2,000)                         | \$ 484,629                 | 740,662                        |
|                | 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                        |
|                | PUBLIC ART                    |                         | \$ 40,000                    |                                        |                                       |                                         |                                    | \$ -                       | 40,000                         |
|                | RETENTION FEE (5%)            |                         | \$ 1,400,000                 |                                        |                                       |                                         |                                    | \$ -                       | 1,400,000                      |
|                | TAXABLE PORTION OF BOND       |                         | \$ 3,000,000                 |                                        |                                       |                                         |                                    | \$ -                       | 3,000,000                      |
| LAND ACQ       | LAND ACQUISITIONS             |                         | \$ 2,990,467                 |                                        |                                       |                                         |                                    | \$ -                       | 2,990,467                      |
|                |                               | (\$2,307,005)           | \$ 28,000,000                | \$ 3,839,819                           | \$ 995,970                            | \$ 5,315,839                            | \$ (3,429,154)                     | \$ 6,463,975               | 18,399,020                     |

**May 10, 2023**  
**Jester Park Nature Center Classroom C**  
**12130 NW 128<sup>th</sup> St., Granger, 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, May 10, 2023. The meeting was called to order at 5:30 p.m.

- #23-0501      **Roll Call**  
Members Present: **Lewis, Crane, Cataldo (Zoom), Altringer, Lewis**  
Members Absent:
- #23-0502      **Public Comments**
- #23-0503      **Financial Reports – Presentation of Strategic Plan Spending – Rich Leopold**
- #23-0504      **MOVED BY Lewis to approve the April 12, 2023 meeting minutes.**  
**SECONDED BY Mollenhauer**  
Vote Yea: **Lewis, Crane, Cataldo (Zoom), Altringer, Mollenhauer**  
Members Absent:

**CONSENT AGENDA**

- #23-0505      **Approving** bill list.
- #23-0506      **Approving** the fee increase for the Jester Park Nature Center after-hours rental charge to compensate for the years of service wage paid to all facility attendants.
- #23-0507      **Approving** the selection of the recommended branding and marketing firms for various discipline areas identified to provide professional consulting services to Polk County Conservation for the next three years.

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

**SECONDED BY Crane**

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

Members Absent:

**ACTION ITEMS**

- #23-0508      **Approving** the submittal of a Federal Department of Transportation Charging & Fueling Grant in collaboration with Polk County and the Metropolitan Planning Organization in the requested amount of \$1,221,700 with a 20% cost-share match of \$244,340 from the Polk County Conservation Board for 54 Electric Vehicle charging stations in 21 areas.

**LET THE RECORD SHOW** it was moved by **Mollenhauer** to approve Action Item 23-0508.

**SECONDED BY** Crane

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

Members Absent:

#23-0509      **Approving** the purchase of 11.32 acres of land located at 1500 NE 52<sup>nd</sup> Court, Pleasant Hill, IA, from Connie and Carl Deaton in the amount of \$300,000 plus closing costs.

**LET THE RECORD SHOW** it was moved by Lewis to approve Action Item 23-0509.

**SECONDED BY** Mollenhauer

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

Members Absent:

#23-0510      **Approving** a Memorandum of Understanding (MOU) with the City of Des Moines for the development of the Lauridsen Skatepark Parking Lot.

**LET THE RECORD SHOW** it was moved by Crane to approve Action Item 23-0510

**SECONDED BY** Lewis

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

Members Absent:

#### BOARD DISCUSSION

##### **Director Remarks –**

Red Lion – Terry Dvorak said we've inspired Story County to follow suit as well as Hamilton County and the rest of Polk County! (regarding solar panel agreement and installation)

##### **Board & Chair Remarks –**

Altringer – we're leading by example!

#### CLOSED SESSION

#23-0511      **MOVED BY** Altringer to go into closed session pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

**SECONDED BY** Lewis

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

Members Absent:

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

Action on closed session:

**MOVED BY** Mollenhauer to return to open session. **SECONDED BY** \_\_\_\_\_.

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

Members Absent:

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD AND WITH NO OBJECTIONS,  
THIS MEETING IS ADJOURNED.** Meeting adjourned at **7:32 PM**.

|                                                                                   |                                                                 |                                                                                            |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------|
|  | <b>Date</b>                                                     | June 14, 2022                                                                              |
|                                                                                   | <b>Item No.</b><br><b>Roll Call No.</b><br><b>Submitted by:</b> | <b>Consent</b><br><b>23-0606</b><br><b>Cassandra Cook</b><br><b>Conservation Ecologist</b> |

### AGENDA HEADING:

Ratifying Polk County Conservation (PCC) Board's electronic vote on May 19, 2023, approving a change order in the amount of \$60,300.00 for additional expenses on the Dykstra wetland restoration project.

### INFORMATION:

Polk County Conservation (PCC) hired Lahr Excavating to construct wetlands on the Dykstra Parcel at Chichaqua Bottoms Greenbelt. This project has funding support from the Iowa Department of Agriculture and Land Stewardship. During excavation of the wetland basins, large quantities of heavy clay soils were discovered. These soils would be spoiled on site per the engineer's designs, and native prairie would be seeded over top. Clay soils will not facilitate a successful prairie seeding as they are not an appropriate substrate for plant establishment. Therefore, PCC staff have asked Lahr Excavating to provide an estimate for stripping and spreading topsoil from the basin excavation in order to top the spoil piles with soils more suitable for prairie establishment.

Lahr Excavating proposed a cost of \$60,300.00 for 26,800 cubic yards of additional dirt work. PCC staff feels this is a necessary additional step in order to ensure a successful prairie seeding and fully complete this restoration project.

### FISCAL IMPACT:

|                |                                |                     |
|----------------|--------------------------------|---------------------|
| <u>Amount:</u> | Initial Project Cost           | \$238,620.00        |
|                | <u>Change Order Cost</u>       | <u>\$60,300.00</u>  |
|                | <b>NEW total project cost:</b> | <b>\$298,920.00</b> |

|                        |                    |              |
|------------------------|--------------------|--------------|
| <u>Funding Source:</u> | IDALS Funding      | \$200,000.00 |
|                        | NAWCA Grant        | \$75,000.00  |
|                        | 2022 NR Bond Funds | \$23,920.00  |

### PREVIOUS BOARD ACTION(S):

Date: May 19, 2023

Roll Call: Electronic Vote **(Yea – 4, Abstain-1)**

Action: Approving the change order in the amount of \$60,300.00 for additional expenses on the Dykstra wetland restoration project and designating the Director or his designee to sign said change order.

Date: December 14, 2022

Roll Call: 22-1213 **(Yea – 5)**



Action: Awarding lowest contractor bid for wetland excavation at the Dykstra Parcel at Chichaqua Bottoms Greenbelt to Lahr Excavating in a maximum contracted amount of \$238,620.00 with a 5% contingency.

**RECOMMENDATION:** Approving the change order in the amount of \$60,300.00 for additional expenses on the Dykstra wetland restoration project and designating the Director or his designee to sign said change order.

**Date**

June 14, 2023

**Item No.****CONSENT****Roll Call No.****23-0607****Submitted by:****Kami Rankin****Deputy Director****AGENDA HEADING:**

Approving a 10-year lease agreement with Des Moines Rowing for the Easter Lake North Shore Boathouse from 2023-2033.

**INFORMATION:**

Following completion of the Easter Lake Park North Shore construction project, Polk County Conservation and Des Moines Rowing will be entering into a lease agreement to operate the north shore boathouse and provide services to the public for para-rowing, youth, novice, and members.

Conversations with Des Moines Rowing have been in the works since the vision of the north shore was at its inception. In May of 2019, Polk County Conservation authorized staff to enter into negotiations with DSM Rowing to locate, design, and fundraise for a rowing boathouse. Their previous home at Gray's Lake was not conducive to ongoing operations due to flooding impacts and limited lake size. Rowing provides numerous physical and mental health benefits to Veterans and others suffering from PTSD and ADHD. The para-rowing, youth, and novice programming are a great fit with the many other adaptive opportunities that will be offered on the north shore.

This 10-year agreement (with the potential for four ten-year renewals) grants DSM Rowing the exclusive privilege of operating the boathouse. The annual fee of \$1 per square foot for 1,000 square feet of the 7,000 square foot facility will be waived for the first 10 years of this agreement due to DSM Rowing's fundraising efforts towards the fundraising campaign for the north shore project. DSM Rowing is responsible for setting aside \$1,000 annually to assist with capital repairs effective the first year after taking occupancy. DSM Rowing shall furnish and pay for all utilities. Trash collection and grounds maintenance are excluded.

Des Moines Rowing is required to offer programming to individuals with disabilities, youth, and the general public. Also required is participation in the Nature Pass program whereby qualified low-income individuals shall receive discounted rowing offerings.

This lease agreement has been reviewed by the DSM Rowing and Polk County Conservation legal teams and both have signed off.

**FISCAL IMPACT:**Amount:

N/A

Funding Source:

N/A

**PREVIOUS BOARD ACTION(S):**Date:

May 8, 2019

Roll Call Number: 19-0508 (Yea 4)

Action: Authorizing staff to enter into negotiations with the Des Moines Rowing Club to locate, design and fundraise for a rowing club boathouse in conjunction with an in-lake boathouse for an ADA fishing program at Easter Lake.

**RECOMMENDATION:**

Approving a 10-year lease agreement with Des Moines Rowing for the Easter Lake North Shore Boathouse from 2023-2033 and authorizing the Board Chair, Board Clerk, and Assistant Polk County Attorney to sign the lease agreement.

**EASTER LAKE NORTH SHORE  
DES MOINES ROWING  
EASTER LAKE ROWING BOATHOUSE  
LEASE AGREEMENT  
2023 – 2033**

This Lease Agreement (“AGREEMENT”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the POLK COUNTY CONSERVATION BOARD a quasi-governmental subdivision organized and existing under the laws of the State of Iowa, hereinafter referred to as “PCCB”, whose address for the purpose of this Agreement is 12130 NW 128<sup>th</sup> Street, Granger Iowa 50109, and the DES MOINES ROWING, hereinafter referred to as “DSM ROWING,” whose address for the purpose of this Agreement is P.O. Box 872, Des Moines, Iowa 50304-0872.

WHEREAS, the PCCB is engaged in capital improvements along the North Shore of Easter Lake to include a handicap in-lake boat garage, beach and boat rental concession, four-season environmental education/public rental space, shelters, nature playscape and rowing boathouse along with associated amenities; and

WHEREAS, DSM ROWING is desirous of favorable lease terms from the PCCB for the right to operate and provide services to the general public for their para-rowing, youth, novice and DSM ROWING members and related amenities, furnishings and equipment and is qualified to provide the requisite services associated therewith; and

WHEREAS, DSM ROWING has agreed to lead the fundraising effort in conjunction with PCCB and Ellen Nelson, Funding Solutions (private fundraiser) to secure private donations, grants and gifts for all associated improvements to Easter Lake’s North Shore; and

WHEREAS, the fundraising efforts will feature the handicap in-lake boat garage, para-rowing, youth rowing and expanded environmental educational offerings by PCCB, and

WHEREAS, the public interest and welfare will be served by the facilities on the North Shore of Easter Lake which shall include a rowing boathouse for novice, juniors and para-rowing programs by DSM Rowing; and

WHEREAS, both parties agree that the use and programming of said capital improvements shall meet the accessibility desires of the donors and adhere to the fundraising presentation materials; and

WHEREAS, on May 8, 2019, by Roll Call No. 19-0508, PCCB authorized staff to enter into negotiations with the DSM ROWING to locate, design and fundraise for a rowing boathouse in conjunction with an in-lake garage for an ADA fishing program at Easter Lake.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, IT IS AGREED BY PCCB AND DSM ROWING HERETO, intending to be legally bound, agree as follows:

**I. TERM**

This Agreement shall be in effect for ten-years from completing and acceptance of the boathouse by PCCB at Easter Lake Park and automatically renew for 4 ten-year renewals terms. Both parties agree to evaluate and adjust the lease rate one year prior to the end term date for this agreement and each renewal based on the then fair market value of the leased premises based on comparables and rate deductions based on program offerings to individuals with disabilities, youth and novice rowers and volunteer hours donated by DSM ROWING.

**II. TERMINATION**

Termination of this agreement shall be based on cause or written notification by one party to the other with two-years advanced notice.

**III. PCCB RESPONSIBILITIES AND REQUIREMENTS**

**A. Exclusive Privileges and Obligations**

The PCCB shall grant to DSM ROWING the exclusive privilege and obligation to operate the rowing boathouse and associated amenities, including the following exclusive rights, privileges and obligations:

1. To operate the Easter Lake Rowing Boathouse for the para-rowing, youth, novice and DSM ROWING membership in accordance with the intent of the donated funds and in accordance with the site plan layout as show in **Attachment A.**
2. DSM ROWING shall furnish and pay for all public utilities (gas, electric, water, sewer, phone, internet) incurred in the use and operation of the facilities referred to in this Agreement. This excludes trash collection and grounds maintenance.
3. To have access to the Easter Lake Rowing Boathouse and lake from dawn to dusk;
4. To offer programming to individuals with disabilities, youth and the general public;
5. To collect fees and charge for classes and events. DSM ROWING agrees to participate in PCCB's Nature Pass program whereby qualified low-income individuals (as vetted through IMPACT) shall receive discounted introductory educational offerings to rowing;
6. To provide clinics and lessons as stated herein;
7. To host DSM ROWING related events and local, regional and national competitions/events subject to approval by PCCB through their Special Event Permit Application process including payment of all fees and charges.
8. DSM ROWING agrees to provide first right of refusal for concession operations for competitions/events to the Easter Lake Beach Concessionaire, if said Concessionaire cannot provide the desired food and beverages, DSM ROWING may seek an outside vendor.

**B. Relationship**

The relationship between the PCCB and DSM ROWING shall be contractual and not one of employer/employee.

**C. Administrative and Transitional**

1. Opening/Closing. The opening and closing dates for the DSM ROWING shall be determined subject to lake and weather conditions. Should PCCB, at the PCCB's discretion, direct the closing of the lake or park, consideration shall not be given to DSM ROWING. PCCB will work directly with DSM ROWING regarding any capital projects along the North Shore or to the boathouse and shall work to ensure minimal disruption of DSM ROWING's operations. Consideration for lost income shall not be provided by the PCCB.
2. Operations. DSM ROWING agrees to follow all rules, regulations and safety precautions related to the sport of rowing as currently or future rules and regulations established by the sanctioning body, US Rowing, and providing instruction, and hosting events within industry standards.
3. Inspections. The PCCB may periodically inspect, with or without notice, the premises for maintenance of facilities used by and under the control of DSM ROWING for purposes of ascertaining if PCCB standards are being met.
4. Disposable Assets. DSM ROWING shall provide all disposable assets including but not limited to boating equipment, boat racks, tools, commodities, fixtures, furnishings, etc. Should DSM ROWING cease to exist, the PCCB shall have the right to purchase from DSM ROWING all disposable assets including but not limited to boating equipment, tools, commodities, fixtures, furnishings, etc. Compensation to DSM ROWING shall be mutually agreed upon at fair market value (depreciated) with one quarter of the payment due within sixty (60) days of termination of this Agreement, with the remaining balance due within one-hundred-twenty (120) days of the termination of this Agreement. Exceptions to this paragraph include restricted equipment per donation, grant or other obligations by DSM ROWING from third party acquisitions.

D. Financial Procedures

1. Financial Records. DSM ROWING shall submit an annual financial report to PCCB detailing participant usage, revenues and expenses related to the Easter Lake Rowing Boathouse. PCCB shall have access to all books and banking records of the DSM ROWING, kept and/or used in conjunction with the operation of Easter Lake Rowing Boathouse and related programs and services. Said books and records shall be made available to PCCB with no advance notice required for inspection and audit by the PCCB. No written copies shall be taken from the site without DSM ROWING consent.
2. Fees and Charges. DSM ROWING shall have the right to establish the amount of all fees for membership, program offerings, events, private storage fees, and other related charges to be made at the Easter Lake Rowing Boathouse.

E. Buildings and Grounds. The PCCB shall provide DSM ROWING the use of the Easter Lake Rowing Boathouse, staging area, rowing boat docks, all built-in fixtures, and the area contiguous to the Easter Lake Rowing Boathouse. Unless prior written approval is granted by PCCB, DSM ROWING shall not store any equipment outside of the boathouse.

#### IV. **DSM ROWING RESPONSIBILITIES AND REQUIREMENTS**

##### A. Obligations and Qualifications

1. Revenues. DSM ROWING shall receive all revenues generated through this Agreement related to rowing programs and services at Easter Lake Park. This includes but is not limited to membership fees, instructional class fees, boat storage fees, program/event fees, etc.
2. Consideration to PCCB.
  - (a) DSM ROWING shall receive credit for providing the para-rowing equipment and program offerings contained in this Agreement to individuals with disabilities and Polk County youth. Credit shall include: reduced square footage for storage, office and programming space that supports DSM ROWING's para-rowing and youth offerings supporting individuals with disabilities and youth of Polk County. DSM ROWING agrees to pay PCCB \$1.00 per square foot for 1,000 square feet of the 7,000 square foot building (\$1,000) annually as follows: ½ due by July 15<sup>th</sup> and ½ due by December 31<sup>st</sup> of each year during the term of this Agreement and during any renewal terms. Credit for the first 10-years of this Agreement, the fees shall be waived due to DSM ROWING's efforts from financially contributing and participating in the fundraising campaign for the entire Easter Lake North Shore improvements.
  - (b) DSM ROWING agrees to volunteer a minimum of 100 hours within Easter Lake Park, excluding rowing related activities annually as a part of their use of the Leased Premises.
  - (c) DSM ROWING agrees to set aside up to \$1,000 per annum to assist in capital repairs, effective the first year after taking occupancy and each year thereafter during the term of this Agreement and any renewal terms. Said funds shall be paid annually to the Great Outdoors Foundation to be held in an endowment for Easter Lake North Shore and controlled by PCCB. DSM ROWING may request use of the funds for Rowing Boathouse improvements and/or replacement of adaptive equipment, ergs and boats related to the program offerings contained in this Agreement. PCCB retains sole discretion on use of these funds.
3. Evaluation.
  - (a) DSM ROWING shall participate in an annual review meeting no later than February 1st of each year for the previous year's operations during the term of this Agreement. The review may cover, but is not limited to:
    - (i) Financial performance in comparison of prior years (annual revenue and expense statements),
    - (ii) Participation use including DSM ROWING membership, the para-rowing, youth and novice programs and hosted instructional classes and events,
    - (iii) Building and ground care including maintenance and cleanliness of the Easter Lake Rowing Boathouse, fixtures, furnishings, signs and equipment,
    - (iv) Quality of marketing materials, merchandise, etc.

- (v) Required volunteer hours (100 per annum), and/or,
- (vi) Capital fund balance (\$1,000 per annum)

Since a primary goal of the PCCB is to provide affordable recreational opportunities to all citizens and specific program goals were identified to the donors during the fundraising process, DSM ROWING shall maintain the space and program offerings committed during the first term of this Agreement and any future term hereafter. Should DSM ROWING fail to meet this performance requirement, DSM ROWING shall have ninety (90) days to cure said default. If DSM ROWING fails to cure said default, as determined by the PCCB, within the ninety (90) day cure period, the PCCB may terminate this Agreement for just cause by sending a notice via mail to the address listed on page one of this Agreement of termination effective at the end of the then current calendar year. In making its determination regarding DSM ROWING's default, the PCCB shall take into consideration such factors as what subsidies similar programs receive, any special circumstances that exist, the percentage of equity and investment each parties has made and whether expectations held by the PCCB are reasonable, weather, acts of nature, any uncontrollable or unusual problems, or any other reasonable facts as maybe submitted by DSM ROWING.

4. Capital Improvements. PCCB and DSM ROWING shall work cooperatively to identify capital improvements during the term(s) of this Agreement that enhance the customer's experience; increases/diversifies revenues; decreases expenses or promotes the sport of rowing and/or Polk County Conservation. A goal of approximately 2.5% of the initial fundraising efforts shall be placed into a capital repair fund held by PCCB and/or their non-profit partner The Great Outdoors Foundation in addition to DSM ROWING's annually accrued \$1,000 earmark, which shall be held for future capital repairs and/or equipment replacement.
5. Facility Maintenance. DSM ROWING shall maintain the physical and structural condition of the Easter Lake Rowing Boathouse, including without limitation, the staging area, docks and adjacent grounds, in at least as good a condition as it presently exists. The DSM ROWING agrees to participate with PCCB on any environmental efforts throughout the duration of this Agreement and all renewals.
6. Trash and Snow Removal. The DSM ROWING shall keep the Easter Lake Rowing Boathouse clean and presentable by the placing of trash in one of the Easter Lake Park dumpsters and shall be responsible for snow removal on pedestrian accesses to their leased facility. PCCB shall plow all roads, parking lots and the staging area.
7. DSM ROWING Structure Maintenance and Repairs. The DSM ROWING shall provide all routine maintenance (light bulbs, toilet paper, boat rack repairs, and other minor repairs at its expense and keep in good working order, presentable appearance, and in safe operating condition. In addition, all repairs, not including structural capital repairs such as replacing the roofs,



replacing air conditioners or furnaces, rest rooms or structural repairs to external and load-bearing walls are the sole obligation of PCCB, through normal wear and tear. Repairs due to damage caused by the DSM ROWING or their participants shall be charged to the DSM ROWING. Capital repairs are subject to prior written approval by the PCCB Deputy Director. The PCCB shall be responsible for all costs associated with construction of the improvements, future capital repairs, public rest room maintenance and supplies, and all items required under the Americans With Disabilities Act.

8. Ground Maintenance and Storm Clean-Up. The PCCB shall provide services to maintain the grounds and other vegetation within the area of the leased property.
9. Rescue Boat Storage. The PCCB shall permit DSM ROWING to store their rescue boat in either the Easter Lake Boat Garage or adjacent dock. Boat Garage storage is not guaranteed and is at the sole discretion of Polk County Conservation. Fueling and maintenance of DSM ROWING's rescue boat(s) shall be the sole responsibility of DSM ROWING.

B. Financial Procedures.

1. Accounting. DSM ROWING shall provide an annual report due no later than the 31<sup>st</sup> of January detailing all revenue sources, expenses and participation numbers from DSM ROWING's offerings at Easter Lake. DSM ROWING will provide full access to PCCB of DSM ROWING's records but PCCB may not take written copies of said records from the site without DSM ROWING's prior approval.
2. Financial Records. DSM ROWING shall keep and maintain true and accurate books and financial records of DSM ROWING's activities including but not limited to: membership fees, program and event revenues, boat storage fees, and all other revenue streams now or implemented in the future of this Agreement. DSM ROWING shall provide the PCCB on-site access to review all financial revenue records during the term of this Agreement as requested by the PCCB to ensure PCCB is receiving all revenue information related to the operations of DSM ROWING's services, activities and events. DSM ROWING will provide full access to PCCB of DSM ROWING's records but PCCB may not take written copies of said documents from the site without DSM ROWING's prior approval.
3. Fee Collection. DSM ROWING shall collect all fees, membership fees, boat storage fees, instructional fees, event fees, merchandise sales, etc.
4. Purchase or Lease of Supplies and Equipment. DSM ROWING shall be responsible for the purchase or lease of all equipment including, but not limited to, boats, rescue equipment, fixtures and furnishings for DSM ROWING to provide the program and services needed to support PCCB and the donors' intent. Any affixed items to the Rowing Boathouse or parkland shall become property of Polk County Conservation upon installation.

5. Insurance and Indemnification DSM ROWING shall purchase and maintain insurance in accordance with the insurance requirements set forth in Exhibit C and Exhibit C-1 to protect DSM ROWING and PCCB throughout the duration of this Agreement. DSM ROWING shall not commit any act which shall invalidate any policy of insurance. DSM ROWING shall defend, indemnify and hold harmless Polk County and the PCCB in accordance with the indemnification requirements set forth in Exhibit C. DSM ROWING shall be subject to all terms and provisions set forth in Exhibit C and any attachments thereto.
6. DSM ROWING Responsibility. DSM ROWING will be responsible for any damages whatsoever to property in the custody of DSM ROWING or his/her agents, employees, members or volunteers. DSM ROWING may not subcontract or assign work for this Agreement without the express written permission of the PCCB. If DSM ROWING has received written authorization to subcontract work, it is agreed that all subcontractors performing work under this Agreement shall comply with the provisions of this Agreement. It also is expressly understood that all persons employed by DSM ROWING, either directly or indirectly, shall be considered agents/employees of DSM ROWING and not agents/employees of the PCCB or Polk County.
7. Licenses and Permits. DSM ROWING shall be responsible for obtaining all necessary permits and licenses for full operation of the Easter Lake Rowing Boathouse, equipment, program offerings, lessons, event and concessions as required by law.
8. Logo and Social Media. DSM ROWING agrees to cooperate with the promotional efforts of the PCCB whenever possible. The individual specific use of PCCB's logo shall be subject to the approval of the PCCB Deputy Director or Community Relations Supervisor. PCCB retains all rights to the use of Easter Lake and PCCB for any and all social media and websites. Use of the north shore name must be stated as Athene North Shore Recreation Area at Easter Lake Park.
9. Advertising. DSM ROWING shall pay for all informational, marketing and promotional advertising materials related to their respective program and service offerings.

D. Buildings, Grounds, and Maintenance

1. Accessibility.
  - (a) Hours of Operations. DSM ROWING shall operate the Easter Lake Rowing Boathouse subject to lake, weather conditions and in conformance with industry standards. DSM ROWING shall have rights to access the Easter Lake Rowing Boathouse between dawn and dusk. Activities after park hours shall be allowed upon DSM ROWING's notification of the PCCB and Easter Lake Conservation Park Ranger.
  - (b) Availability to the Public. It is expressly understood and agreed that the Easter Lake Rowing Boathouse is on public land as an amenity to Easter Lake and that DSM ROWING shall have no right to restrict or prohibit the use of the surrounding grounds or charge a fee for the use of the external

public areas, except as set forth in this Agreement or approved by the PCCB Deputy Director.

2. Control of Facility. DSM ROWING expressly understands and agrees that the PCCB shall retain final control and supervision of the Easter Lake Rowing Boathouse, staging area and docks. DSM ROWING shall observe and obey all PCCB rules and regulations now in effect or those, which might hereafter be promulgated, which does not regard fees, procurement requirements or impose costs on DSM ROWING. Furthermore, the PCCB shall have the right to enter PCCB buildings used by DSM ROWING and the premises for the purposes of making alterations, improvements, repairs, or to make periodic inspections of the Easter Lake Rowing Boathouse as to cleanliness and operations.
3. Cleanliness. DSM ROWING shall conduct their operations in a sanitary and creditable manner, keeping the premises and areas contiguous to the Easter Lake Rowing Boathouse, staging areas and docks in a tidy and presentable condition at all times. DSM ROWING shall also keep clean any other area where refuse accumulates from their operations.
4. Alterations or Improvements. DSM ROWING shall make no structural alterations, additions, or improvements to the Easter Lake Rowing Boathouse, staging area, docks, or other facilities without the prior written approval of the PCCB. DSM ROWING shall submit such plans and specifications to PCCB for PCCB's written approval.

F. Supervision

DSM ROWING shall provide suitable and adequate supervision of the Easter Lake Rowing Boathouse, staging area and docks and all events, programs and activities being conducted therein. All rowing activities shall be in conformance with US Rowing rules and regulations. Such supervision shall ensure the orderliness of activities so as not to permit any unlawful or disorderly conduct on the premises, safety of participants and equipment. DSM ROWING shall assist the PCCB in the enforcement of all rules and regulations of the PCCB regarding park rules, and public buildings and grounds.

1. Accident Reports. DSM ROWING shall report all injuries to DSM ROWING members and/or participants, along with Polk County Conservation via email within twenty-four (24) hours of the date of the injury. The following Polk County Conservation email can be used [pccb\\_info@polkcountyiowa.gov](mailto:pccb_info@polkcountyiowa.gov).

V. MISCELLANEOUS

A. Damage to Premises

The PCCB owns all facilities located at Easter Lake Park. Because the Easter Lake Rowing Boathouse and other structures are under the care, custody and control of DSM ROWING, DSM ROWING will be responsible for insuring all related structures for Property Insurance at the total replacement value. The replacement value for these facilities will be estimated each year by PCCB. Polk County and the PCCB shall be named on DSM ROWING's Property Insurance policy as an Additional Insured to the extent of the PCCB's insurable interest in these facilities located at Easter Lake Park.

The replacement value shall be estimated and adjusted annually by PCCB. If notification is not provided the last valuation shall be valid.

If any facility within this Lease Agreement or any portion thereof or improvements thereto, are damaged or destroyed by fire or other casualty and can be repaired or rebuilt within one-hundred-eighty (180) days from the happening of said damage or destruction, PCCB shall cause the facility so damaged or destroyed to be repaired or rebuilt within that period of time. DSM ROWING shall not have the right to terminate this Agreement, but shall, as soon as reasonably possible from the happening of said damage or destruction, continue its normal operation subject to the provisions herein contained. If any facility within the Lease Agreement or any portion thereof are damaged or destroyed by fire or other casualty so that DSM ROWING cannot conduct its normal business, and if the facility so damaged or destroyed and cannot be repaired or rebuilt within one-hundred-eighty (180) days from the happening of said damage or destruction, then DSM ROWING shall at its election have the right to cancel this Agreement. It shall immediately surrender said premises, paying such amounts as may be due up to the time of the damage or destruction and DSM ROWING shall thereafter be relieved from any obligation under the terms of this Agreement.

PCCB recognizes that should any of the above occur, DSM ROWING program offerings will be impacted and evaluate for that year of programming will be taken into consideration during the annual performance review.

B. Encumbrances and Liens

Neither DSM ROWING nor anyone claiming by, through, or under DSM ROWING shall have the right to file or place any mechanic's lien or any other lien of any kind or character whatsoever, upon said premises or improvement thereon, and notice is given that no DSM ROWING, subcontractor, or anyone else who may furnish any material, service, or labor for any improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien thereon, and for the further security of PCCB, DSM ROWING covenants and agrees to give actual notice thereof in advance to any and all DSM ROWING's and subcontractors who may furnish or agree to furnish any such material or labor.

C. Entire Agreement

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

D. Assignment

DSM ROWING shall not assign this Agreement, sublease the premises, or allow the use of the premises by any other party without first obtaining the written consent of the PCCB endorsed on or incorporated in any such assignment, sublease or subagreement. Any assignment made without so first obtaining written consent of PCCB shall be null and void, shall confer no rights on any third party, and shall be cause for cancellation

of this Agreement by PCCB at PCCB's option. This provision against such assignment, sublease, or use shall be deemed to be a continuing covenant and shall apply not only to DSM ROWING herein, but to any and all assignees of said Agreement and to anyone who may, in any manner, acquire any interest therein. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, and assigns of the parties hereto. Notwithstanding anything herein to the contrary, this Agreement may be assigned to a corporation controlled by DSM ROWING.

E. Amendments

DSM ROWING is granted only such rights and privileges as are explicitly set out in this Agreement. None of the covenants, provisions, terms, or conditions of this Agreement to be kept or performed by PCCB and DSM ROWING shall be in any manner amended, modified, waived, or abandoned, except by a written instrument duly signed by both parties and delivered to PCCB and DSM ROWING. This Agreement contains the whole agreement of the parties.

F. Severability

In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

G. Waiver

The failure by either party, at any time, to require performance by the other party of any of the provisions hereof will not be deemed a waiver of any kind nor will it in any way affect the waiving party's rights thereafter to enforce the same.

H. Force Majeure

In the event that either party is unable to perform its obligations pursuant to this Agreement due to any fire, casualty, lockout, riot, war, act of God, labor strike, insurrection, natural catastrophe, or the exercise of authority of either the federal or state government or any political subdivision thereof, or any event beyond either party's reasonable control ("Force Majeure Event") that renders either party's performance hereunder, in whole or in part, impossible, the deadlines for performance by both Parties shall be extended by a period equal to the length of time during which such Force Majeure Event remains in effect.

I. Rights and Remedies

The various rights, powers, options, elections, and remedies of either party provided in this Agreement shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

J. Cancellation and Mediation

In the event of any material breach by DSM ROWING under this Agreement, which shall continue more than thirty (30) days after receipt of written notice to cure said default, the PCCB may terminate this Agreement and the privileges granted hereunder by giving thirty (30) days written notice to DSM ROWING. In the event the PCCB

fails to carry out the material terms and provisions of this Agreement, and such failure continues for more than thirty (30) days after receipt of notice to cure said breach or after completion of any mediation of the matter, whichever is later, the DSM ROWING may terminate this Agreement by giving thirty (30) days written notice to the PCCB.

If DSM ROWING disagrees with the PCCB's determination that it is in material breach of this Agreement, DSM ROWING shall notify the PCCB of its objection in writing not less than fifteen (15) days after receipt of the receipt of written notice of to cure, therein identifying the nature of its objection. If the objection cannot be resolved within fifteen (15) days thereafter, either party may cause the matter to be submitted to non-binding mediation. Any request for mediation from one party to the other must be in the form of a written notice requesting mediation. Such notice shall identify each disputed matter to be submitted to mediation. Upon receipt of a written request for mediation, the parties shall execute and acknowledge a written agreement specifying which disputes are to be submitted to the mediator, and the mediation shall be limited to such disputes.

1. The parties shall mutually agree on a mediator. If the parties fail to select a mediator five (5) business days from the written request for mediation, then such mediator shall be chosen by the presiding officer of the Polk County Bar Association. Should the party requesting mediation fail to propose a mediator within five (5) business days of its demand, its right to mediation shall lapse. Should the other party fail to propose a mediator within the said five (5) business days, then the mediator proposed by the party requesting mediation shall be appointed as mediator. The mediator may recommend remedies in lieu of termination.
2. The costs of mediation shall be shared equally by the parties.

K. Notices, Communications

All complaints by PCCB with regard to the operation of DSM Rowing included in this Agreement shall be directed in writing to DSM ROWING by the PCCB Deputy Director. All complaints by DSM ROWING directed to PCCB shall be in writing to the PCCB Deputy Director. Notices as provided for in this Agreement shall be given to the respective parties hereto at the respective addresses designated on page one of this Agreement unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as below designated, by the United States mail and so deposited in a United States mail box at the addresses listed below of this Agreement or through electronic communication.

To DSM ROWING:  
President  
P.O. Box 872  
Des Moines, IA 50304

To PCCB:  
Deputy Director  
12130 NW 128<sup>th</sup> Street  
Granger, IA 50109  
[pccb\\_info@polkcountyiowa.gov](mailto:pccb_info@polkcountyiowa.gov)

L. Personal Property

All personal property on the premises shall be at the risk of DSM ROWING, and PCCB shall not be liable for any damage or loss either to person or property sustained by DSM ROWING unless the loss was caused by the failure of the PCCB to fulfill its obligation under this Agreement.

M. Bankruptcy

If DSM ROWING shall become insolvent or be declared bankrupt or said premises shall come into the possession of any receiver, assignee, or other officer acting under an order of any court, then PCCB shall have the right to terminate this Agreement, and in the event PCCB shall not exercise such right, the PCCB may accept rent from said receiver, trustee or officer in possession thereof, for the term of said receiver, trustee or officer in possession thereof, for the term of such occupancy, without impairing or affecting in any way the rights of the PCCB under this Agreement.

N. Discrimination

The PCCB receives Federal funds from the U.S. Department of the Interior and other Federal agencies. It is the official policy of Polk County to provide equal employment opportunity for all employees and applicants and equal access to programs/services for members of the public (program beneficiaries). This policy shall be in accordance with all applicable Equal Employment Opportunity/Affirmative Action statutes, directives and regulations of the federal government, State of Iowa and Polk County Board of Supervisors, including: the Equal Pay Act of 1963, as amended; Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; Title I and Title II of the Americans with Disabilities Act of 1990, as amended; the Genetic Information Nondiscrimination Act (GINA) of 2008; the Vietnam Era Readjustment Assistance Act of 1974, as amended; Presidential Executive Order 11246 of 1965, as amended; the Iowa Civil Rights Act; Iowa Code Chapter 216; and other applicable sections of the State of Iowa Codes, and Polk County policies.

DSM ROWING shall not discriminate against or harass any employee or applicant for employment because of race, color, religion, creed, sex, sexual orientation, gender identity, age, national origin, genetic information, disability, or veteran or military status. Polk County shall take all actions necessary to ensure that the county's employment practices and other personnel actions are administered in an equitable and impartial manner. This includes, but is not limited to terms and conditions of employment, advertising, recruitment, examinations, selection, promotions, demotions, transfers, classification decisions, layoffs, disciplinary action, termination, rates of pay and/or other forms of compensation, benefits, and selection for training.

DSM ROWING will provide programs and facilities which are accessible to people with disabilities and administer its programs/services in a manner that does not discriminate against any person because of race, color, religion, creed, sex, sexual orientation, gender identity, age, national origin, genetic information, disability, or veteran or military status. Any person, who feels they have been excluded from participation in, denied the benefits of or be otherwise subjected to discrimination under any program or activity has the right to file a Title VI complaint.

DSM ROWING shall commit the necessary time and resources, both financial and human, to achieve the goals of EO/AA expressed in the EO/AA plan. This shall include the evaluation of the performance of its management and supervisory personnel on the basis of their support in achieving EO/AA objectives as well as other established criteria. Any employees of this County who do not comply with the EO/AA policies and procedures as set forth in this statement and plan shall be subject to disciplinary action.

The requirements stated above are incorporated into this contract. DSM ROWING shall apply this policy in all of its actions taken pursuant to this contract. In addition, DSM ROWING shall take all necessary steps to ensure that DSM ROWING complies with the requirements stated above.

O. Governing Law

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

P. Contract Language

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

Q. Termination

Upon the termination by cancellation or otherwise of this Agreement and any extensions thereof, DSM ROWING will surrender, yield up, and deliver the premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of DSM ROWING.

Attest:

POLK COUNTY CONSERVATION BOARD

\_\_\_\_\_  
Katie Stoklasa, Board Clerk

\_\_\_\_\_  
NAME, Board Chair

Approved as to Form:

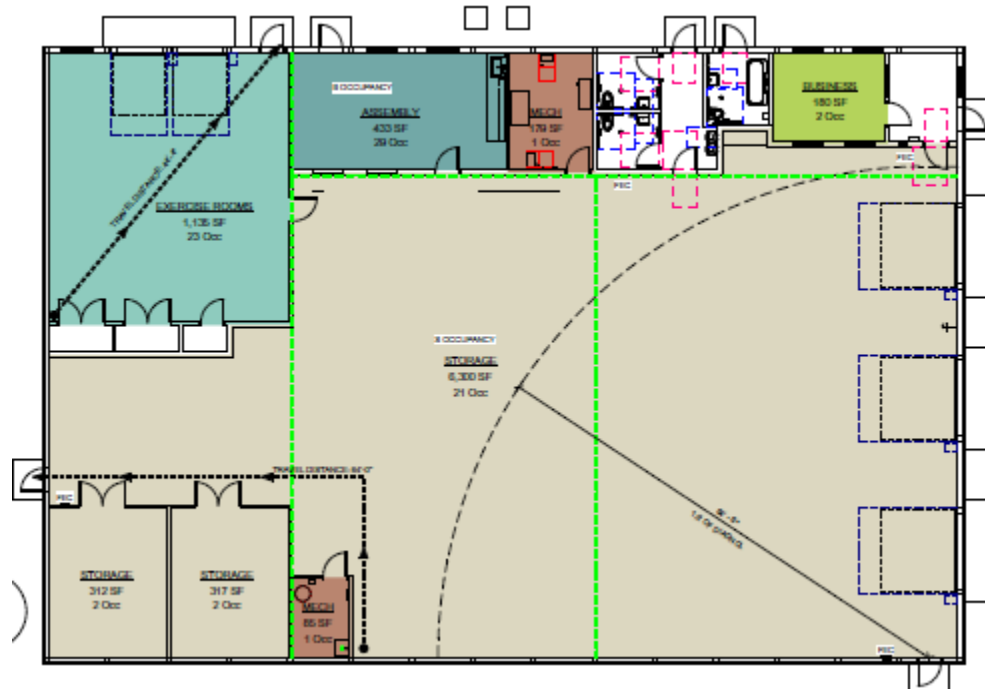
DES MOINES ROWING DSM ROWING

\_\_\_\_\_  
Kate Clark, Assistant Polk County Attorney

\_\_\_\_\_  
NAME, President



## ATTACHMENT A



## **POLK COUNTY, IOWA**

### **INSURANCE REQUIREMENTS (s)**

#### **I. GENERAL INSURANCE REQUIREMENTS.**

The Contractor shall purchase, secure and maintain throughout the Term and duration of this Agreement, insurance of such types and minimum coverage (not less than) amounts specified herein.

Said insurance shall be provided by an insurance company(ies), "admitted" and "non-admitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+." All insurance policies shall be written on a "per occurrence basis," and not a claims-made basis, and in the form, amounts and with companies satisfactory to Polk County, Iowa.

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish the Polk County with a proper Certificate of Insurance (COI) or affidavits executed by representatives of duly qualified insurance companies, doing business in Iowa for approval by Polk County.

The Certificate shall identify the following: the insurance company firm name and address; contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder(s); "Additional Insured;" "Waiver of Subrogation," and cancellation clauses.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" the Contractor; and the Polk County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns, as "Additional Insureds."

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by Polk County, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect shall be considered and treated as a breach of contract or Event of Default by Polk County. Failure on the part of the Contractor to comply with the requirements of this article shall be considered sufficient and just cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with Polk County shall state the insurance company shall provide Polk County, Iowa with advance written notice, thirty (30) calendar days before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be received and approved by Polk County prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

## **II. TYPES OF INSURANCE REQUIRED**

### **A. Workers' Compensation and Employers' Liability.**

This insurance shall protect the Contractor against all claims under Iowa Workers' Compensation Law, including Employer's Liability. The Contractor shall also be protected against employee claims for injury, disease, or death, and for employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. This shall include an endorsement adding a Waiver of Subrogation in favor of Polk County is required. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
  - a. **\$500,000 Per Accident**
  - b. **\$500,000 Disease, Policy Limit**
  - c. **\$500,000 Disease, Each Employee**

### **B. Commercial General Liability.**

This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contractor against any and all claims for injuries to persons or damages to property, including but not limited to personal injury, including death, as well as from claims under this contract Agreement, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

|                                             |                     |
|---------------------------------------------|---------------------|
| General Aggregate                           | <b>\$ 2,000,000</b> |
| Products and Completed Operations Aggregate | <b>2,000,000</b>    |
| Personal & Advertising Injury               | <b>1,000,000</b>    |
| Each Occurrence                             | <b>1,000,000</b>    |
| Fire Damage (Any one Fire)                  | <b>100,000</b>      |
| Medical Expenses (Any One Person)           | <b>5,000</b>        |

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). As such, the policy shall include Contractual Liability, Premises, Operations and XCU coverage.

### **C. Excess Liability Insurance (Umbrella).**

The Contractor shall procure and maintain, during the Term and duration of this contract Agreement Excess Liability Insurance coverage in an amount not less than \$2,000,000.00. This Excess Liability coverage shall be over and above all of the underlying required minimum coverage amounts specified herein.

### **D. Professional Liability (Errors & Omissions).**

The Contractor shall obtain and maintain, at its expenses, Professional Liability Insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. **(When Applicable).**

**E. Automobile Liability.**

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor. The liability limits shall not be less than the following:

**\$1,000,000 Combined Single Limit (CSL) per accident.**

**F. Builders Risk Insurance.**

Coverage shall be equal to 100 per cent of the replacement cost of all proposed construction. **(When Applicable).**

**G. Agents and Subcontractors.**

The Contractor shall require that any and all of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract Agreement, purchase, obtain and maintain the same insurance requirements as are required of the (general) Contractor.

**H. Performance Bond.**

A bond for the faithful and timely completion of the entire contract Agreement/construction project must be provided with a limit of 100 percent of the total contract valuation sum. **(When Applicable).**

**I. Liquor Liability.**

Comprehensive liquor liability coverage shall be purchased with limits not less than **\$1,000,000. (When Applicable).** This coverage is mandatory **only** when the contractor/vendor will be serving alcohol for consumption.

**MISCELLANEOUS.**

**A. Cost of Insurance.**

Polk County shall make no direct payments to the Contractor for any costs associated with purchasing, securing, maintaining, and/or providing the insurance coverage required by the Contractor. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.

**B. Personal Liability of Public Officials.**

In carrying out any of the provisions of the contract Agreement, or in exercising any power or authority granted to any agent or representative of Polk County thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, in either their personal capacity or in their official capacity as an official of Polk County. Said agents or representatives shall only be understood and considered to act in such matters as the agent and representative of the contracting authority and governmental body Polk County, Iowa.

**C. Non-Waiver of Legal Rights.**

Polk County shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the Terms of the contract Agreement.

Polk County shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the Terms of the contract Agreement. Neither the acceptance by Polk County, nor any agent or representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by Polk County shall operate as a waiver of any portion of the contract Agreement, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

**D. Indemnification.**

The Contractor shall indemnify, defend and hold harmless Polk County, Iowa its elected and appointed officials, directors, employees, agents, their predecessors, successors and assigns from and against any and all liabilities, disputes, claims, demands, cause of actions, lawsuits, damages, judgements, 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 injuries or damages to persons, including but not limited to any personal injury, including death; or damages to property, including but not limited to the loss of use thereof, and economic damages claimed, caused, arising out of or in connection with the Contractor's, including Contractor's employee's, agent's, representatives, 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.

**THE CONTRACTOR IS REQUIRED AND SHALL BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE TERM AND DURATION OF THE CONTACT AGREEMENT.**

(Revised 07-01-22)

**POLK COUNTY, IOWA**

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**I. GENERAL REQUIREMENTS.**

Certificates of Insurance are required for every contract Agreement to provide proof of adequate insurance. The Contractor shall provide Polk County a Certificate of Insurance evidencing all the required insurance coverage as provided herein utilizing the latest version of the ACORD form. A Certificate shall be submitted with each set of contract documents to: **Polk County, Iowa, ATTENTION: Risk Management, 111 Court Avenue, Des Moines, IA 50309.**

Contract documents shall not be submitted to the Board of Supervisors for approval or execution until the Certificate of Insurance has been received, reviewed and approved by staff. The Certificate(s) must specifically identify the contract Agreement and or construction project (No yearly or all – project certificates will be accepted). The Contractor shall provide Polk County a Certificate of

## **II. SPECIFIC INFORMATION REQUIREMENTS.**

**A.** The following statements are requirements and should aid in the preparation of an acceptable certificate of insurance:

1. The Contracting Authority, Polk County, Iowa shall be named as an “Additional Insured,” using the following language:

**“Polk County, Iowa, its elected and appointed officials, employees, agents, their predecessors, successors and assigns.”**

2. The name of the broker/producer with complete address, zip code, and telephone number.
3. The name of the Insured with complete address, zip code, and telephone number.
4. The name of the Insurer (insurance companies) affording coverage shall be named and approved by the Insurance Commission of the State of Iowa. The Company letters (**4a**) must be placed along the corresponding insurance coverages (**4b**).
5. The issue date shall be stated.
6. Policy numbers for all policies shall be included.
7. Policy effective dates for all policies shall be included.
8. Policy expiration dates must be included.
9. Description of Operations: The Project Name and Work Order Number shall be stated.
10. **Polk County, Iowa** must clearly and explicitly be shown as a Certificate Holder.
11. All certificates of insurance must be signed by an authorized representative.
12. Change, Cancellation, and or Nonrenewal Notification Endorsement:  
The insurance policy shall be endorsed to provide Polk County with no less than thirty (30) days advance written Notice of the Change or Cancellation, forty-five (45) days advance written Notice for Nonrenewal and ten (10) days written notice of Cancellation due to non-payment of premium. Written Notifications shall be sent to **Polk County, Iowa, ATTENTION: Risk Management, 111 Court Avenue, Des Moines, Iowa 50309.**

## **III. MINIMUM COVERAGE REQUIREMENTS.**

The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with Polk County Risk Management that the insurance requirements have not been changed, as limits may vary from project to project.

**i. Workers' Compensation:**

1. Workers' Compensation – Statutory
2. Employers' Liability:
  - a. **\$500,000 Per Accident**
  - b. **\$500,000 Disease, Policy Limit**
  - c. **\$500,000 Disease, Each Employee**

**ii. General Liability:**

The liability limits shall not be less than the following:

|                                             |                     |
|---------------------------------------------|---------------------|
| General Aggregate                           | <b>\$ 2,000,000</b> |
| Products and Completed Operations Aggregate | <b>2,000,000</b>    |
| Personal & Advertising Injury               | <b>1,000,000</b>    |
| Each Occurrence                             | <b>1,000,000</b>    |
| Fire Damage (Any one Fire)                  | <b>100,000</b>      |
| Medical Expenses (Any One Person)           | <b>5,000</b>        |

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). As such, the policy shall include Contractual Liability, Premises, Operations and XCU coverage.

- iii. **Excess Liability (Umbrella):** **\$ 2,000,000**
- iv. **Automobile Liability:** **\$ 1,000,000**
  1. (Combined Single Limit - each accident)
- v. **Builders Risk Insurance:**
  1. Shall be equal to 100 percent of replacement cost of construction. **(When Applicable).**
- vi. **Performance Bond:**
  1. For the faithful and timely completion of the entire project with a limit of 100 percent of the contract sum. **(When Applicable).**
- vii. **Liquor Liability:** **\$ 1,000,000**
  1. Mandatory for contractors/vendors who serve alcohol for consumption. **(When Applicable).**

**IV. WAIVER OF SUBROGATION.**

The Contractor hereby releases Polk County, Iowa, its elected and appointed officials, directors, employees, volunteers, agents and assigns from and against any and all liability or responsibility to Contractor or anyone claiming through or under the Contractor by way of

subrogation or otherwise, for any loss without regard to the fault of Polk County or the type of loss involved, including loss due to occupational injury.

**V. GOVERNMENTAL IMMUNITIES ENDORSEMENTS.**

In order to preserve the governmental immunities available as defenses to contractor (or Licenser) and its officials and employees, any insurance policy shall contain the following endorsement language:

**A. Non-Waiver of Governmental Immunity:**

We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of Polk County, Iowa as an additional insured shall not waive any of the defenses of governmental immunity available to Polk County its elected and appointed officials, employees, agents, their predecessors and successors and assigns, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may be amended from time to time.

**B. Non-Denial of Coverage:**

We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to Polk County, Iowa shown in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Polk County, Iowa.

(Revised 07-01-22)



**Date**

June 14, 2023

**Item No.****CONSENT****Roll Call No.****23-0608****Submitted by:****Adam Fendrick  
Park Planner****AGENDA HEADING:**

Approving \$49,600 for Architectural/Engineering services with MA Architecture, Inc. for the addition to the Jester Park Nature Center.

**INFORMATION:**

As we have grown into the nature center over the past five years, it has become evident that staff and the public would benefit from a few additional amenities that the current facility lacks. Those amenities include an adult changing room that could also serve as a lactation and de-escalation room. Additionally, a small gift shop and office space for the building manager would be welcomed amenities.

The existing upper-level outdoor terrace area is not used by the public. This space was originally intended to be part of the enclosed nature center, but limited funds during construction resulted in the outdoor terrace concept as a cheaper alternative. Staff would like to work with MA Architecture to transform the outdoor terrace area into a functional space that accommodates individuals with special needs, generates revenue through gift shop sales, and provides semi-private office space for the nature center building manager.

MA Architects responded to the 2022 Bond Project Request for Qualifications and was selected to provide services under the Architectural category. They were chosen from that pool of consultants that were pre-qualified under that category. Selected staff met with MA Architects to go over the project needs and projected outcomes. Staff feels confident that MA Architects understands our needs and is able to deliver the project we want on time and within budget and recommends approving the agreement.

**FISCAL IMPACT:**Amount:**\$49,600.00 (Contract Agreement)**Funding Source:

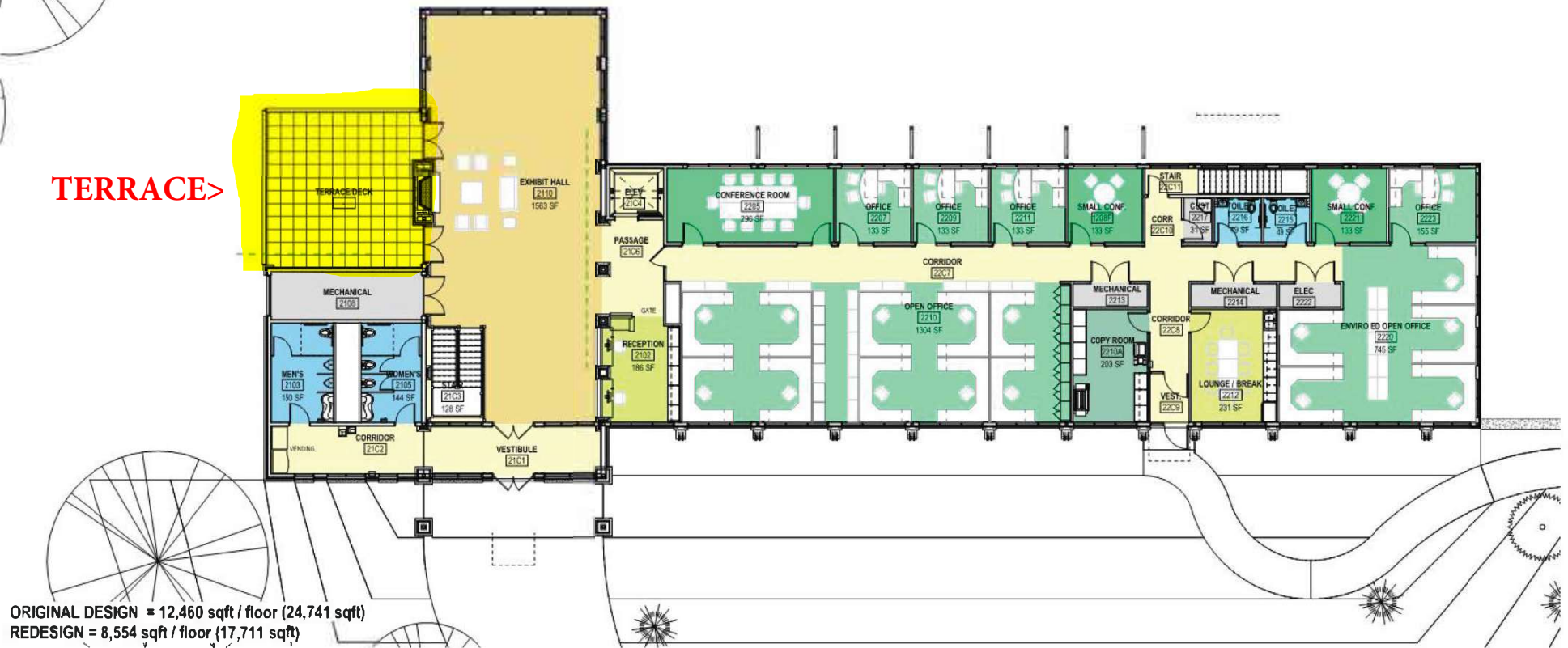
Polk County Water &amp; Land Legacy Bond

**PREVIOUS BOARD ACTION(S):**Date: NARoll Call Number: NAAction: NA**RECOMMENDATION:**

Approving \$49,600 for Architectural/Engineering services with MA Architecture, Inc. for the addition to the nature center at Jester Park and directing the Director or his designee to sign said agreements.

# Upper Level Floor Plan

**TERRACE>**



## STANDARD PROFESSIONAL SERVICES AGREEMENT

NOW ON THIS 25 day of May, 2023, MA Architecture, Inc., 1201 Keosauqua Way, Suite 101, Des Moines, IA 50309, (hereinafter, Professional), and Polk County Conservation Board, (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Jester Park Nature Center Addition.
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

**9. MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

**10. MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

**11. LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**12. DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.

**13. SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**14. SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**15. GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

**16. ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.

**17. INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services



---

DESIGN PROFESSIONAL SIGNATURE      DATE 5/25/23  
Mindy Aust, AIA  
Principal, MA Architecture, Inc.

---

CLIENT SIGNATURE      DATE  
Name:  
Title:

## EXHIBIT A

### JESTER PARK NATURE CENTER ADDITION

#### CLIENT:

POLK COUNTY CONSERVATION BOARD  
12130 NW 128<sup>TH</sup> STREET  
GRANGER, IA 50109  
(515) 323-5300

#### DESIGN PROFESSIONAL:

MA ARCHITECTURE  
1201 KEOSAUQUA WAY, SUITE 101  
DES MOINES, IOWA 50309  
ATTN: MINDY AUST

#### PROJECT:

NEW BUILDING ADDITION ENCLOSING EXISTING ELEVATED EXTERIOR TERRACE TO PROVIDE BUILDING SUPPORT FOR NEW PROGRAMMING OPPORTUNITIES AND SERVE MORE MEMBERS OF THE COMMUNITY.

#### DATE:

MAY 25, 2023

#### SCOPE OF SERVICES:

##### I. ARCHITECTURAL SCHEMATIC DESIGN SERVICES

#### PROJECT INFO:

1. Existing building – Jester Park Nature Center built in 2018.
2. There is an existing terrace/deck on the northwest corner of the building that is approximately 24' X 24', 576 square feet.
3. Polk County Conservation desires to enclose the existing elevated terrace.
4. There is conditioned space below the existing exterior terrace. There is mechanical space to the south and below the existing terrace.
5. The project budget is \$250-500,000.
6. It is desirable for construction to be complete by May of 2024.

#### PROJECT GOALS:

1. Create functional spaces with required visual sightlines to the main entry.
2. Maintain as much natural daylight as possible to the grand hall.
3. Create a design that looks like it could have been original to the building, utilize same building materials as original construction.
4. Program Spaces shall include:
  - a. Health Room- Facilitate adult changing with motorized lift, lactation room, de-escalation space, with a sink.
  - b. Gift Shop with storage
  - c. Building Manager Office

It is our pleasure to offer design services for your project. Below is our understanding of the schedule and tasks required with estimated hours per week for MA Architecture with an associated fee which includes subconsultants required- mechanical, electrical, plumbing, structural, cost estimating and specifications.

## PROPOSED PROJECT SCHEDULE (with estimated hours for MA Architecture only):

### **Week 1 (10 hours)**

- Design Team and PCC personnel to work together to establish project goals and aspirations.
- Develop space use requirements.
- Establish project schedule and budget.

### **Week 2 (10 hours)**

- Complete programming document including:
  - Building/space requirements
  - Desired characteristics
- Complete building information model (BIM) of the existing building.

### **Week 3 (24 hours)**

- Design Team to develop 2-3 concepts.
- Gather input from PCC personnel on concepts and refine them.

### **Week 4 (24 hours)**

- Design Team to develop the design including selecting building materials and integrating into existing HVAC and electrical systems.

### **Week 5-6 (48 hours)**

- Produce construction documents based on approved design.
- Submit documents for review and the Cost Estimator for pricing.

### **Week 7 (3 hours)**

- Hold "On the Boards" review with PCC to receive comments and review the design.
- Estimate project.

### **Week 8 (4 hours)**

- Project being estimated.
- Complete quality control review.

### **Week 9 (4 hours)**

- Receive cost estimate and review with PCC.
- If estimate is high, identify cost reduction strategies to get it on budget. If estimate is within budget, submit documents for bid.

### **Week 10 (8 hours)**

- Issue documents for bid.
- Answer questions from contractors and provide written addendum items as needed.
- Produce any necessary addenda materials.

### **Week 11-14 (4 hours)**

- Attend bid opening and provide recommendation to PCC for award.
- Attend pre-construction conference and site tour for the project.

### **Week 15-18**

- PCC Award project to selected bidder.

### **Week 19-43 (96 hours)**

- Review contractor's shop drawings and other required submittals for compliance with the contract documents.
- Respond to RFI's as needed.
- Create supplemental drawings as needed.
- Attend construction meetings as needed. Prepare on-site observation reports to inform PCC of work that does not conform to the contract documents.
- Review and comment on contractor's progress payment applications.
- Prepare punch list of items to be completed.
- Recommend when the project is substantially completed.

PROPOSED FEE:

MAA has obtained fee proposal from each of the consultants below and they are attached to this contract.

|                                                      |          |
|------------------------------------------------------|----------|
| KPFF Engineering .....                               | \$5,900  |
| Structural Engineering                               |          |
| KCL Engineering.....                                 | \$12,500 |
| Mechanical, Electrical, Technology Engineering       |          |
| Speccetera.....                                      | \$4,500  |
| Project Specifications & Project Manual Coordination |          |
| DCI Group.....                                       | \$1,500  |
| Cost Estimating                                      |          |
| MA Architecture                                      |          |
| Architecture and Project Coordination .....          | \$25,200 |

**TOTAL FEE FOR SERVICES ABOVE..... LUMP SUM \$49,600**

III. ADDITIONAL SERVICES

The following items shall be considered additional services as requested by Client. Items may be performed on an hourly basis or should a specific scope be defined, quotation for services may be provided.

Site survey  
Site design  
Site utility design  
Energy modeling



May 14, 2023

Mindy Aust, AIA  
MA Architecture  
1201 Keosauqua Way  
Des Moines, IA 50309  
Email: mindy@architecturema.com

**Subject:** Jester Park Nature Center Addition  
Polk County, Iowa  
Proposal for Structural Engineering Services

Dear Mindy:

We are pleased to submit this proposal for structural engineering services for the above referenced project.

#### **PARTIES TO AGREEMENT**

This agreement is between the client, **MA Architecture** (hereinafter referred to as "CLIENT"), and **KPFF CONSULTING ENGINEERS** (hereinafter referred to as "KPFF") for professional structural engineering services on the above referenced project.

#### **PROJECT DESCRIPTION**

We understand that this project consists of an addition to the existing Jester Park Nature Center located in Polk County, Iowa. The addition is currently planned to enclose the existing 24'X24' outdoor terrace area located on the northwest corner of the building. The new enclosed area will contain a new health room, small-scale gift shop, building manager office, and gift shop storage.

The estimated construction budget for this project is in the range of \$250,000 to \$500,000.

We have assumed that this project will be bid and permitted with one drawing package and submittal in order to meet the schedule. If a split package, multiple bid sets or a phased submittal is required, we would be happy to provide fees associated with those requests. It is anticipated that construction documents will be completed in the later summer/early fall of 2023 for a May 2024 substantial completion.

We have based this understanding on the email RFP, dated May 12, 2023.

#### **BASIC SERVICES**

Our proposed Scope of Basic Services are as noted in Exhibit D: Scope of Basic Structural Engineering Services.

#### **COMPENSATION**

We propose to bill our services on a lump not to exceed basis for the scope of work noted above. KPFF's total billings for **BASIC SERVICES**, shall not exceed the value follows:





**Basic Services Lump Sum Fee: \$5,900.00**

#### **PAYMENTS**

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower). If KPFF initiates suit to recover delinquent sums owed by CLIENT, KPFF shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses. KPFF reserves the right to terminate the performance of its service without waiving any claims or rights against client and without liability whatsoever if payment is past due the 30-day period.

#### **REIMBURSABLE EXPENSES**

Anticipated expenses for messenger and delivery services, reproduction, printing, plotting is included in our lump sum fee. Anticipated expenses do not include major milestone printing such as end of phase permit submittals or bid sets. Mileage for travel to the site will be billed per standard rates. These expenses would be billed at our cost.

#### **ELECTRONIC FILE TRANSFER**

Conditions of use of Electronic Files prepared by KPFF are noted in Exhibit C: Delivery of Electronic Files. The undersigned hereby acknowledges the conditions contained in Exhibit C: Delivery of Electronic Files.

#### **ADDITIONAL SERVICES**

Additional services requested by the CLIENT will be performed on an hourly basis, subject to all other conditions of this agreement. Reimbursable expenses will be billed as noted above in "Reimbursable Expenses." Hourly Billing Rates for personnel time expended for additional services are shown in Exhibit B.

#### **TERMS AND CONDITIONS**

This agreement includes the Terms and Conditions attached in Exhibit A: Terms and Conditions.

#### **EXPIRATION**

This proposal will expire if not executed and returned to KPFF within 60 days of the proposal date

#### **AUTHORIZATION TO PROCEED**

The undersigned hereby authorizes the services described herein and explicitly acknowledges the terms and conditions of this consulting agreement.

Upon review and acceptance of this proposal, please sign both copies and return one copy to KPFF Consulting Engineers.



Submitted By: **KPFF Consulting Engineers**

Agreed to by: **MA Architecture**

By: Brad A. Stork, P.E.  
Principal

By: \_\_\_\_\_  
Type or Print Name/Title

Signed: 

Signed: \_\_\_\_\_

Dated: May 14, 2023

Dated: \_\_\_\_\_

Attachments: Exhibit A: Terms and Conditions  
Exhibit B: 2023 Hourly Rates and Reimbursable Schedule  
Exhibit C: Electronic Media Disclaimer  
Exhibit D: Basic Structural Engineering Scope of Services

cc: File



## TERMS AND CONDITIONS

KPFF shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

### 1. Additional Services

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between CLIENT and KPFF.

### 2. Limitation of Liability

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to CLIENT for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

### 3. Mediation

All disputes between CLIENT and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

### 4. Dispute Handling

KPFF shall make no claim against CLIENT without first providing CLIENT with a written notice of damages and providing CLIENT thirty (30) days to cure before an action is commenced. CLIENT shall make no claim either directly or in a third-party claim, against KPFF unless CLIENT has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

### 5. Suspension of Services

If CLIENT fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days written notice to CLIENT. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, CLIENT shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

### 6. Termination

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

### 7. Ownership of Documents

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.

### 8. Contract Administration

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

### 9. No Third-Party Beneficiary

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or CLIENT.

### 10. No Assignments

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

### 11. Payments

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower). If KPFF initiates suit to recover delinquent sums owed by CLIENT, KPFF shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses.



**2023 HOURLY RATE SCHEDULE (AS OF 01/01/23)**

|                              |                    |
|------------------------------|--------------------|
| Principal .....              | \$ 180.00 per hour |
| Senior Project Manager ..... | \$ 170.00 per hour |
| Project Manager .....        | \$ 144.00 per hour |
| Project Engineer.....        | \$ 122.00 per hour |
| Graduate Engineer .....      | \$ 100.00 per hour |
| Senior CAD/BIM .....         | \$115.00 per hour  |
| CAD/BIM .....                | \$ 95.00 per hour  |
| Administrative.....          | \$ 75.00 per hour  |

**Note:** Hourly rates for employees are subject to bi-annual adjustments. Services will be billed at the employee's hourly rate in place at the time the service is provided.



## **DELIVERY OF ELECTRONIC FILES**

### **General**

In accepting and utilizing any drawings, models, reports or data, herein referred to as ELECTRONIC FILES, in any form of electronic media generated and furnished by KPFF, CLIENT agrees that all such ELECTRONIC FILES are instruments of service of KPFF, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

CLIENT agrees that the information presented on the ELECTRONIC FILES, can be modified, unintentionally or otherwise. CLIENT is aware that differences exist between the ELECTRONIC FILES delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by KPFF and ELECTRONIC FILES, the signed or sealed hard-copy construction documents shall govern. KPFF reserves the right to remove all indication of ownership and/or involvement from each electronic display. Furthermore, KPFF is not obligated to distribute ELECTRONIC FILES upon making changes to said ELECTRONIC FILES.

CLIENT agrees not to reuse ELECTRONIC FILES, in whole or in part, for any purpose other than for this Project. CLIENT agrees not to transfer ELECTRONIC FILES to others without the prior written consent of KPFF. CLIENT further agrees to waive all claims against KPFF resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than KPFF.

Any changes to the ELECTRONIC FILES by CLIENT are subject to review and acceptance by KPFF.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless KPFF, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from any changes made by anyone other than KPFF or from any reuse of the ELECTRONIC FILES without the prior written consent of KPFF.

Under no circumstances shall delivery of ELECTRONIC FILES for use by CLIENT be deemed a sale by KPFF, and KPFF makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall KPFF be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the ELECTRONIC FILES.

### **Distribution to Sub-Consultants or Owners**

In the event that CLIENT distributes ELECTRONIC FILES to CLIENT's other sub-consultants (hereinafter referred to as SUB-CONSULTANT('s) working on the PROJECT, CLIENT shall notify SUB-CONSULTANT('s) that all TERMS AND CONDITIONS noted above extend to SUB-CONSULTANT('s) in exchange for SUB-CONSULTANT('s) use of ELECTRONIC FILES.



**Distribution to Contractors**

In the event that CLIENT distributes ELECTRONIC FILES to Contractors or Sub-Contractors (hereinafter referred to as RECIPIENTS) working on the PROJECT, CLIENT shall notify RECIPIENTS of the following:

- ELECTRONIC FILES are not construction documents. Differences may exist between these ELECTRONIC FILES and corresponding hard-copy construction documents.
- KPFF makes no representation regarding the accuracy or completeness of the ELECTRONIC FILES CLIENT or RECIPIENT receives.
- In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by KPFF and the ELECTRONIC FILES, the signed or sealed hard-copy construction documents shall govern.
- RECIPIENTS are responsible for determining if any conflict exists. By RECIPIENT's use of these ELECTRONIC FILES, RECIPIENT is not relieved of RECIPIENT's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate RECIPIENTS work with that of other contractors for the project.



KPFF Consulting Engineers has expertise in the analysis and design of all elements associated with typical building structures. We are available to provide structural design services on any or all of the many elements which comprise a finished building. Shown below is our understanding of the scope which is required for this project. If this scope is to be modified, we will be glad to revise our fee proposal to reflect any such change.

This is an exhibit attached to and made part of Agreement dated **May 14, 2023**, between **KPFF Consulting Engineers** and **MA Architecture**, for the **Jester Park Nature Center Addition** Project.

The services of the Structural Engineer of Record (SER) for this proposal include those summarized below.

| Scope of SER's Basic Services                                              | Included | Not Included | Remarks      |
|----------------------------------------------------------------------------|----------|--------------|--------------|
| <b>1.0 SCHEMATIC DESIGN PHASE</b>                                          |          |              |              |
| 1.1 a. Confirm Scope of Structural Services                                | ✓        |              |              |
| b. Assist in Development of Schedule                                       |          | ✓            |              |
| c. Assist in Determining Channels of Communication                         |          | ✓            |              |
| d. Confirm Number of Meetings and Number of Site Visits                    | ✓        |              |              |
| e. Confirm Fees and Payment Schedule                                       | ✓        |              |              |
| f. Execute Contract                                                        | ✓        |              |              |
| 1.2 a. Attend Meetings                                                     | ✓        |              | As Required. |
| b. Establish Structural Design Criteria                                    | ✓        |              |              |
| c. Prepare Studies of Alternative Structural Systems                       |          | ✓            |              |
| d. Assist in Selection of Structural System                                | ✓        |              |              |
| e. Provide Structural Criteria for Geotechnical Consultant                 | ✓        |              |              |
| f. Assist in Determining Need for Special Studies                          |          | ✓            |              |
| g. Assist in development of LEED strategies                                |          | ✓            |              |
| 1.3 a. Prepare Estimate of Probable Construction Costs                     |          | ✓            |              |
| b. Review Construction Cost Estimate Prepared by Others.                   | ✓        |              |              |
| c. Suggest Possible Changes to Effect Savings                              | ✓        |              |              |
| d. Prepare Schematic Design Documents                                      | ✓        |              |              |
| 1. Prepare Preliminary Structural Design Calculations for Typical Elements |          | ✓            |              |
| 2. Prepare Preliminary Foundation Drawings                                 | ✓        |              |              |
| 3. Prepare Preliminary Framing Layout Drawings                             | ✓        |              |              |
| 4. Prepare or Edit Outline Specifications for Structural Items             |          | ✓            |              |



|                                         |                                                                                                                                                                    |   |              |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------------|
| <b>2.0 DESIGN DEVELOPMENT PHASE</b>     |                                                                                                                                                                    |   |              |
| 2.1                                     | a. Attend Meetings                                                                                                                                                 | ✓ | As Required. |
|                                         | b. Prepare Design Development Documents                                                                                                                            | ✓ |              |
|                                         | 1. Prepare Preliminary Structural Design Calculations for Typical Elements                                                                                         |   | ✓            |
|                                         | 2. Develop Foundation Drawings                                                                                                                                     | ✓ |              |
|                                         | 3. Develop Framing Plans                                                                                                                                           | ✓ |              |
|                                         | 4. Prepare Typical Detail Sheet(s)                                                                                                                                 | ✓ |              |
|                                         | c. Prepare or Edit Outline Specifications for Structural Items                                                                                                     | ✓ |              |
|                                         | d. Identify Pre-Engineered Structural Elements                                                                                                                     |   | ✓            |
|                                         | e. Update LEED strategies                                                                                                                                          |   | ✓            |
|                                         | f. Review Results of Special Studies                                                                                                                               |   | ✓            |
|                                         | g. Coordinate Structural Design with Special Design Criteria                                                                                                       | ✓ |              |
|                                         | h. Submit Design Development Documentation for Approval                                                                                                            | ✓ |              |
| 2.2                                     | Review Construction Cost Estimate Prepared by Others.                                                                                                              |   | ✓            |
| <b>3.0 CONSTRUCTION DOCUMENTS PHASE</b> |                                                                                                                                                                    |   |              |
| 3.1                                     | a. Prepare Structural Design of Primary Structural System                                                                                                          | ✓ |              |
|                                         | b. Designate Elements to be designed by Specialty Engineers and Specify Structural Criteria for Specialty Engineer's Design of Pre-Engineered Structural Elements. | ✓ |              |
|                                         | c. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System                                                                     | ✓ |              |
|                                         | d. Attend Meetings                                                                                                                                                 | ✓ | As Required. |
|                                         | e. Assist in Coordination with Building Code Officials                                                                                                             | ✓ |              |
|                                         | f. Complete Structural Calculations                                                                                                                                | ✓ |              |
|                                         | g. Complete Structural Drawings                                                                                                                                    | ✓ |              |
|                                         | h. Prepare or Edit Specifications for the Primary Structural System                                                                                                | ✓ |              |
|                                         | i. Assist in Establishing Testing and Inspection Requirements                                                                                                      | ✓ |              |
|                                         | j. Incorporate LEED strategies into drawings and specifications                                                                                                    |   | ✓            |
|                                         | k. Perform Checking and Coordination of the Structural Documents                                                                                                   | ✓ |              |
| 3.2                                     | a. Prepare early bid packages.                                                                                                                                     |   | ✓            |





|                                                                             |                                                                                                                               |   |   |                        |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---|---|------------------------|
|                                                                             | b. Prepare Phased Permit Submittals.                                                                                          |   | ✓ |                        |
| 3.3                                                                         | Review Construction Cost Estimate Prepared by Others.                                                                         | ✓ |   |                        |
| 3.4                                                                         | Assist in Filing Construction Documents for Approval by Building Official                                                     |   | ✓ |                        |
| <b>4.0 BIDDING OR APPROVALS PHASE</b>                                       |                                                                                                                               |   |   |                        |
| 4.1                                                                         | a. Make Revisions to Construction Documents as Required by Building Official                                                  | ✓ |   |                        |
|                                                                             | b. Assist in Evaluating Bidders Qualifications                                                                                | ✓ |   |                        |
|                                                                             | c. Provide Structural Addenda and Clarifications                                                                              | ✓ |   |                        |
|                                                                             | d. Attend Pre-Bid Conference                                                                                                  |   | ✓ |                        |
|                                                                             | e. Assist in Bid Evaluation                                                                                                   |   | ✓ |                        |
| <b>5.0 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT</b> |                                                                                                                               |   |   |                        |
| 5.1                                                                         | a. Attend Pre-Construction Meeting                                                                                            |   | ✓ |                        |
|                                                                             | b. Assist in Establishing Communications Procedures                                                                           | ✓ |   |                        |
|                                                                             | c. Assist in Establishing Procedures for Testing and Inspections                                                              | ✓ |   |                        |
|                                                                             | d. Assist in Confirming Submittal Procedures                                                                                  |   | ✓ |                        |
|                                                                             | e. Assist in Selection of Testing and Inspection Agency                                                                       |   | ✓ |                        |
|                                                                             | f. Advise Client and Contractor which Structural Elements Require Construction Observation by SER                             | ✓ |   |                        |
| 5.2                                                                         | a. Make Site Visits at Intervals Appropriate to the Stages of Construction                                                    | ✓ |   | Maximum of (2) visits. |
|                                                                             | b. Prepare Site Visit Reports                                                                                                 | ✓ |   |                        |
| 5.3                                                                         | Assist in Determining the Amounts Due the Contractor for the Structural Work                                                  |   | ✓ |                        |
| 5.4                                                                         | Provide Interpretations of Structural Construction Documents                                                                  | ✓ |   |                        |
| 5.5                                                                         | Provide Recommendations Regarding claims, Disputes and Other Matters Relating to Execution or Progress of the Structural Work | ✓ |   |                        |
| 5.6                                                                         | Assist in Determining Whether Non-Conforming Structural Work Shall be Rejected                                                | ✓ |   |                        |
| 5.7                                                                         | a. Review Specified Submittals for Pre-Engineered Structural Elements                                                         |   | ✓ |                        |
|                                                                             | b. Review Submittals for Items Designed by SER                                                                                | ✓ |   |                        |
|                                                                             | c. Review Testing and Inspection Reports                                                                                      | ✓ |   |                        |



|                                                                                                                                                                                |   |   |                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----------------------|
| d. Initiate Appropriate Action to Those Reports, if Required                                                                                                                   | ✓ |   |                       |
| 5.8 Assist in Preparing Change Orders Relating to the Structural Work                                                                                                          | ✓ |   |                       |
| 5.9 Assist in Conducting Jobsite Observation Visits to Determine Substantial Completion of the Structural Work                                                                 | ✓ |   |                       |
| <b>6.0 OPTIONAL ADDITIONAL SERVICES</b>                                                                                                                                        |   |   |                       |
| 6.1 Develop 3-Dimensional Model with Building Information Modeling                                                                                                             | ✓ |   | Using REVIT Structure |
| 6.2 Provide Service to Investigate Existing Conditions of Facilities, or to Make Measured Drawings Thereof                                                                     |   | ✓ |                       |
| 6.3 Provide Services to Verify Accuracy of Information Furnished by Architect                                                                                                  |   | ✓ |                       |
| 6.4 Provide Detailed Estimates of Construction Cost                                                                                                                            |   | ✓ |                       |
| 6.5 Provide Services Related to Interior Design Services                                                                                                                       |   | ✓ |                       |
| 6.6 Prepare Record Drawings                                                                                                                                                    |   | ✓ |                       |
| 6.7 Provide Services of Sub-Consultants                                                                                                                                        |   | ✓ |                       |
| 6.8 Provide Services Related to Non-structural or Secondary Structural Elements and Their Attachments                                                                          |   |   |                       |
| a. Exterior Cladding System                                                                                                                                                    |   | ✓ |                       |
| b. Interior Architectural Systems                                                                                                                                              |   | ✓ |                       |
| c. Window Washing Systems and Tie Downs                                                                                                                                        |   | ✓ |                       |
| d. Antenna or Flagpoles                                                                                                                                                        |   | ✓ |                       |
| e. Calculations and details for anchorage of mechanical, electrical, or plumbing equipment.                                                                                    |   | ✓ |                       |
| f. Calculations and details for anchorage of MEP distribution systems.                                                                                                         |   | ✓ |                       |
| g. Calculations and details for anchorage of medical equipment and components.                                                                                                 |   | ✓ |                       |
| h. Calculations and details for anchorage of owner-furnished equipment or equipment that is substituted at contractor's or owner's request after approval by reviewing agency. |   | ✓ |                       |
| i. Mechanisms or Guide Systems for Elevators, Escalators or other Conveying Equipment                                                                                          |   | ✓ |                       |
| j. Stairs (designed by others).                                                                                                                                                |   | ✓ |                       |
| m. Swimming Pools.                                                                                                                                                             |   | ✓ |                       |
| 6.9 Provide Services Related to Sitework Elements                                                                                                                              |   |   |                       |
| a. Retaining Walls                                                                                                                                                             |   | ✓ |                       |



|                                                                                                         |  |   |  |
|---------------------------------------------------------------------------------------------------------|--|---|--|
| b. Culverts or Bridges                                                                                  |  | ✓ |  |
| c. Landscape Furnishings                                                                                |  | ✓ |  |
| d. Flagpoles or Lighting Poles                                                                          |  | ✓ |  |
| e. Signs                                                                                                |  | ✓ |  |
| f. Miscellaneous Site Structures                                                                        |  | ✓ |  |
| <b>7.0 ITEMS EXCLUDED FROM BASIC SERVICES</b>                                                           |  |   |  |
| 7.1 Design, detailing, or specifying of waterproofing.                                                  |  | ✓ |  |
| 7.2 Soils investigations or reports.                                                                    |  | ✓ |  |
| 7.3 Surveying.                                                                                          |  | ✓ |  |
| 7.4 Civil engineering.                                                                                  |  | ✓ |  |
| 7.5 Review of safety measures.                                                                          |  | ✓ |  |
| 7.6 Material testing.                                                                                   |  | ✓ |  |
| 7.7 Continuous job inspection or "Special Inspection" as required by Section 1704 of the Building Code. |  | ✓ |  |

300 4<sup>th</sup> Street  
West Des Moines, IA 50265

May 17, 2023

Mindy Aust  
Architect | Principal  
MA Architecture

SUBJECT: Jester Park Addition  
Granger, IA

Dear Mrs. Aust,

We are pleased to respond to your request to provide mechanical, electrical, and technology engineering services for the subject project. We understand the project consists of providing bidding documents for an approximately 600 sq. ft. addition to an existing building that includes a health room, gift shop, office and storage space. The project budget is estimated to be between \$250,000 - \$500,000. Design would be completed during the summer of 2023 with construction wrapping up by May of 2024.

Our proposed scope of services includes the following:

Design Phase Services

1. Mechanical design services including:
  - a. HVAC systems and controls
  - b. Extension of existing plumbing systems
  - c. Extension of existing Fire protection system as required.
2. Electrical design services including:
  - a. Extension of existing electrical power distribution system
  - b. Interior and exterior lighting and controls
  - c. Extension of existing Fire alarm system
3. Technology design services including
  - a. Extension of existing Voice/data cabling system
4. Meetings and site visits
  - a. Design visits as required.
  - b. Virtual design meetings as required.
  - c. Owner review meetings as required.
5. Deliverables
  - a. DD – Design Development drawings
  - b. Construction drawings and specifications suitable for bidding and construction
  - c. Opinion of probable cost based on square feet pricing at DD and CD design milestones

Bidding/Negotiating Phase Services

1. Respond to questions and prepare addenda as necessary

## Construction Phase Services

1. Perform industry standard contract administration services including:
  - a. Respond to contractor questions and RFIs
  - b. Prepare change orders and review contractor pricing
  - c. Review shop drawing submittals
2. One punch list site visit
3. Review closeout submittals (e.g. as-built documents and O&M manuals)

## General Assumptions

1. Site utilities (5' beyond building) will be designed by the Civil Engineer
2. BIM models will be developed to LOD 200 as defined by AIA G202-2013, Building Information Modeling Protocol Form. Select equipment will be modeled to LOD 300 for improved coordination.

## Services Not Included in Scope

1. Services, consultation, and/or field trips in excess of those indicated above
2. Revisions to previously approved drawings and documents
3. Value engineering after bids are received
4. Fire protection system sprinkler head layouts, hydraulic calculations, or fire pump design.
5. Arc flash hazard analysis or lightning protection analysis or design
6. Energy modeling or life cycle cost analysis.
7. Detailed "take-off" cost estimating
8. Commissioning services or assisting contractor with system startup or adjustment
9. Verifying accuracy and completeness of as-built documents

## Compensation

We propose to perform the services defined above for a lump sum fixed fee of **\$12,500**.

We do not anticipate asking for any reimbursable expenses.

This proposal is valid for 60 days and subject to adjustment if there is a material change in the schedule and/or scope of work.

Thank you for the invitation to submit this proposal. We look forward to the opportunity of serving you. If this proposal is acceptable, please sign at the space indicated below and return one copy to this office for our files. If there are any questions, please contact me.



Sincerely,

KCL Engineering, LLC

A handwritten signature in blue ink that reads "Chad Bass". The signature is written in a cursive, flowing style.

Chad Bass  
Principal | Senior Mechanical Engineer

The undersigned, having read the foregoing letter of agreement between MA Architecture and KCL Engineering LLC, agrees to the conditions set therein and the terms and conditions attached.

\_\_\_\_\_  
MA Architecture

\_\_\_\_\_  
Date

## Terms and Conditions:

Services provided by KCL (hereinafter referred to as "the Consultant") under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected to their reuse of the construction documents on any other project or site without the involvement of the consultant in the construction phase services normally provided on such projects, excepting only those damages, liabilities or costs attributable to the sole negligence of willful misconduct by the Consultant.

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

The Consultant shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

The Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractor of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and Client from any liability or cost arising from such changes made without such proper authorization.

It is agreed that the Consultant's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, expenses from any cause, including Client, Contractors, and Attorney fees, is limited to \$2,000,000.

All amounts due KCL Engineering, LLC shall be payable within 30 days of presentation of an invoice which shall be rendered from time to time but not more frequently than monthly. Hourly agreements shall be billed at published hourly rates for the time incurred on the project. Reimbursable expenses shall be included on invoices as the expenses are incurred. Any franchises, sales, service, use and/or value-added taxes levied by any governmental authority which would be deemed applicable by KCL Engineering, LLC will be invoiced in addition to any stated fee and/or reimbursable expenses.

KCL Engineering, LLC reserves the right to suspend work or terminate this Agreement and charge 1.5% interest per month on invoiced amounts when invoices are thirty (30) days past due. All attorney fees, court costs, accrued interest and other interest and other collection costs incurred during collection procedures for delinquent accounts shall be paid to KCL Engineering, LLC.

**KCL Engineering, LLC**  
**Hourly Rates for Engineering Services - 2023**

| <u>CLASSIFICATION</u>    | <u>RATE</u> |
|--------------------------|-------------|
| Senior Engineer III..... | \$230.00    |
| Senior Engineer II.....  | \$210.00    |
| Senior Engineer I.....   | \$190.00    |
| Engineer III.....        | \$170.00    |
| Engineer II.....         | \$150.00    |
| Engineer I.....          | \$125.00    |
| Designer II.....         | \$115.00    |
| Designer I.....          | \$100.00    |
| CAD.....                 | \$95.00     |
| Office Admin.....        | \$80.00     |

All amounts due KCL Engineering, LLC shall be payable upon presentation of an invoice which shall be rendered from time to time but not more frequently than monthly. Invoiced amounts for professional time shall be billed at the hourly rates cited above for the time incurred on the project. Reimbursable expenses shall be included on invoices as the expenses are incurred. Any franchises, sales, service, use and/or value-added taxes levied by any governmental authority which would be deemed applicable by KCL Engineering, LLC will be invoiced in addition to any stated fee and/or reimbursable limits.

KCL Engineering, LLC reserves the right to suspend work or terminate this Agreement and charge 1.5% interest per month on invoiced amounts when invoices are thirty (30) days past due. All attorney fees, court costs, accrued interest and other interest and other collection costs incurred during collection procedures for delinquent accounts shall be paid to KCL Engineering, LLC.

KCL Reserves the right to modify this rate sheet and increase rates on an annual basis, generally in January of each year.





Mindy Aust  
MA Architecture  
1201 Keosauqua Way, Suite 101  
Des Moines, IA 50309

May 17, 2023

Project: Jester Park Nature Center Addition  
Granger, Iowa  
Specification Services

Dear Mindy:

Thank you for the opportunity to provide a proposal for preparing specifications for the Jester Park Nature Center Addition. My understanding of the project is that it consists of enclosing an existing second floor terrace space to house several small functions. I'm assuming the project will be bid and am anticipating using SPECcetera generated front ends unless Polk County provides templates for our use. Structural and MEPT consultants will be contracted by MA Architecture and provide their own sections or sheet specs. The Owner desires the project to be complete by May 2024. No timeline for the deliverables has been discussed for this project yet.

I propose a lump sum fee of \$4,000 based on 32 total hours and 3 issuances, which also includes time for bidding assistance and an As-Bid set. It also assumes the following:

- Producing any Division 00 Procurement sections the owner does not have templates for.
- Producing Division 01 sections for MA Architecture and Owner review.
- Production of the architectural technical sections Division 02-14 (as indicated in the attached Draft TOC), produced in Speclink.
- MA Architecture would obtain 087100 Door Hardware from an AHC, or provide me with functional information so that we may reach out to an AHC for their assistance.
- Coordination of issued sections from consultants into the deliverables. Minimal reformatting assumed (sections already as pdfs in correct page count).
- Two formal and one informal deliverable: DD, a CD progress set and final CDs.
- Bidding assistance in the form of substitution reviews and writing up addendum items for issuance, estimated at 2 hours for this project (\$250 of proposed fee, billed only if incurred).
- An As-Bid Set, estimated at 2 hours (\$250 of proposed fee), but CMBA will have the word files for editing themselves if they choose and I will bill only if incurred.
- No CA assistance, or Record Documents. I'm always available to answer questions regarding the specifications and would be happy to assist with any of the above tasks if desired, likely on an hourly basis. Let me know if you'd like me to include any of these in the base fee.

2023 STANDARD BILLING RATES

Jill Goedken or Angela Gehl (specifications)      \$125.00/hour





We would also expect the following:

- Regular drawing updates - pdf sets are typically sufficient. We can print up to 11x17s myself.
- Access to any product data sheets collected for Basis of Design products.
- In-person trips to coordinate with the team as needed and exchange of an excel question log as required to track open items.
- If the schedule or scope changes significantly, this proposal would be revised accordingly.
- Projects will be billed based on a % complete, at the end of each month. Please let us know if there are dates you need to have invoices in for inclusion in your own billings.
- At the time of each deliverable, we will transfer over a combined pdf for printing, as well as the individual sections in both word and pdf format file for your records.
- An AIA C402 or signed proposal would be utilized as the contract for this work.

The anticipated specification deliverables and estimated hours to complete are listed below.

|                             |                 |                            |
|-----------------------------|-----------------|----------------------------|
| DD                          | 12 hours        |                            |
| Div 00 & 01                 | 4 hours         |                            |
| 75 or 95% Interim CD        | 6 hours         |                            |
| Final CD                    | 6 hours         |                            |
| <b>Documentation total</b>  | <b>28 hours</b> | <b>\$3500</b>              |
| B/N Assist                  | 2 hours         |                            |
| Construction Set            | 2 hours         |                            |
| <b>B/N total</b>            | <b>4 hours</b>  | <b>\$ 500</b>              |
| <b>Total for Base Scope</b> | <b>32 hours</b> | <b>\$4,000</b>             |
| CA Assist                   | 2-4 hours       | estimate, hourly if needed |
| Record Documents            | 4 hours         | estimate, hourly if needed |

Thank you for the opportunity to be a part of your team!

*Jill R. Boedken*

\_\_\_\_\_  
SPECcetera, LLC (05/17/2023)

\_\_\_\_\_  
MA Architecture (date)



**JESTER PARK NATURE CENTER ADDITION**  
**DRAFT TABLE OF CONTENTS**  
05/17/2023

**DIVISION 00- PROCUREMENT AND CONTRACTING REQUIREMENTS**

|          |                                   |                 |
|----------|-----------------------------------|-----------------|
| 00 00 00 | COVER                             | MA template     |
| 00 01 07 | SEALS PAGE                        |                 |
| 00 01 10 | TABLE OF CONTENTS                 |                 |
| 00 11 13 | ADVERTISEMENT FOR BIDS            | Owner template? |
| 00 21 13 | INSTRUCTIONS TO BIDDERS           | Owner template? |
| 00 31 00 | AVAILABLE PROJECT INFORMATION     | Ex'g drawings?  |
| 00 41 00 | BID FORM                          | Owner template? |
| 00 50 00 | CONTRACTING FORMS AND SUPPLEMENTS |                 |
| 00 52 00 | AGREEMENT                         | AIA?            |
| 00 72 00 | GENERAL CONDITIONS                | AIA?            |
| 00 73 00 | SUPPLEMENTARY CONDITIONS          | maybe           |

**DIVISION 01- GENERAL REQUIREMENTS**

|                     |                                                      |                   |
|---------------------|------------------------------------------------------|-------------------|
| 01 10 00            | SUMMARY OF WORK                                      |                   |
| <del>01 21 00</del> | <del>ALLOWANCES</del>                                |                   |
| <del>01 22 00</del> | <del>UNIT PRICES</del>                               |                   |
| 01 23 00            | ALTERNATES                                           | maybe             |
| 01 29 00            | PRICE AND PAYMENT PROCEDURES                         |                   |
| 01 30 00            | ADMINISTRATIVE REQUIREMENTS                          |                   |
| <del>01 33 00</del> | <del>SUBMITTAL PROCEDURES</del>                      |                   |
| <del>01 35 91</del> | <del>HISTORIC TREATMENT PROCEDURES (HISTORIC)</del>  |                   |
| 01 40 00            | QUALITY REQUIREMENTS                                 |                   |
| 01 45 33            | CODE-REQUIRED INSPECTION AND TESTING                 |                   |
| 01 50 00            | TEMPORARY FACILITIES AND CONTROLS                    |                   |
| <del>01 57 13</del> | <del>TEMPORARY EROSION AND SEDIMENT CONTROL</del>    |                   |
| <del>01 58 13</del> | <del>TEMPORARY PROJECT SIGNAGE</del>                 |                   |
| 01 60 00            | PRODUCT REQUIREMENTS                                 |                   |
| 01 60 10            | SUBSTITUTION PROCEDURES                              |                   |
| 01 60 10.01         | SUBSTITUTION REQUEST FORM                            |                   |
| 01 61 16            | VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS |                   |
| 01 70 00            | EXECUTION AND CLOSEOUT REQUIREMENTS                  |                   |
| 01 74 19            | CONSTRUCTION WASTE MANAGEMENT                        | maybe             |
| 01 78 00            | CLOSEOUT SUBMITTALS                                  |                   |
| 01 91 13            | GENERAL COMMISSIONING REQUIREMENTS                   | By MEPT if needed |

**DIVISION 02 - EXISTING CONDITIONS**

|          |                      |  |
|----------|----------------------|--|
| 02 41 00 | SELECTIVE DEMOLITION |  |
|----------|----------------------|--|

**DIVISION 03 – CONCRETE**

|                     |                                                         |               |
|---------------------|---------------------------------------------------------|---------------|
| 03 30 00            | CAST-IN-PLACE CONCRETE                                  | by structural |
| <del>03 35 11</del> | <del>CONCRETE FLOOR FINISHES (hardeners, sealers)</del> |               |
| <del>03 35 36</del> | <del>POLISHED CONCRETE FLOOR FINISHING</del>            | ?             |
| <del>03 45 00</del> | <del>PRECAST ARCHITECTURAL CONCRETE</del>               |               |
| <del>03 54 00</del> | <del>CAST UNDERLAYMENT</del>                            |               |

**DIVISION 04 – MASONRY**

|                     |                                   |  |
|---------------------|-----------------------------------|--|
| <del>04 01 10</del> | <del>MASONRY CLEANING</del>       |  |
| <del>04 01 20</del> | <del>MAINTENANCE OF MASONRY</del> |  |
| <del>04 20 00</del> | <del>UNIT MASONRY (cmu)</del>     |  |
| <del>04 20 01</del> | <del>MASONRY VENEER</del>         |  |
| <del>04 72 00</del> | <del>CAST STONE MASONRY</del>     |  |

## DIVISION 05 - METALS

|                     |                                                             |               |
|---------------------|-------------------------------------------------------------|---------------|
| 05 12 00            | STRUCTURAL STEEL FRAMING                                    | By structural |
| <del>05 21 00</del> | <del>STEEL JOIST FRAMING</del>                              |               |
| <del>05 31 00</del> | <del>STEEL DECKING</del>                                    |               |
| 05 40 00            | COLD-FORMED METAL FRAMING                                   | By structural |
| 05 50 00            | METAL FABRICATIONS (bollards, ladders, lintels, OH support) |               |
| <del>05 51 00</del> | <del>METAL STAIRS (includes pipe rails/guards)</del>        |               |
| <del>05 51 33</del> | <del>METAL LADDERS</del>                                    |               |
| <del>05 70 00</del> | <del>DECORATIVE METAL RAILINGS</del>                        |               |
| <del>05 75 00</del> | <del>DECORATIVE FORMED METAL</del>                          |               |

## DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

|                     |                                                                |                         |
|---------------------|----------------------------------------------------------------|-------------------------|
| 06 10 00            | ROUGH CARPENTRY                                                | Blocking                |
| 06 15 33            | WOOD ROOF DECKING                                              | By structural if needed |
| 06 16 00            | SHEATHING                                                      |                         |
| 06 17 53            | SHOP-FABRICATED WOOD TRUSSES                                   | By structural if needed |
| 06 18 00            | GLUED-LAMINATED CONSTRUCTION                                   | By structural if needed |
| 06 20 00            | FINISH CARPENTRY (wood paneling, running trim, loose shelving) | Wood base, slat wall?   |
| 06 41 00            | ARCHITECTURAL WOOD CASEWORK                                    |                         |
| <del>06 64 00</del> | <del>FIBER-REINFORCED PLASTIC PANELING</del>                   |                         |

## DIVISION 07 - THERMAL AND MOISTURE PROTECTION

|                     |                                                            |                     |
|---------------------|------------------------------------------------------------|---------------------|
| <del>07 01 50</del> | <del>PREPARATION FOR RE ROOFING (or patches/tie-ins)</del> |                     |
| <del>07 12 00</del> | <del>SHEET WATERPROOFING</del>                             |                     |
| <del>07 14 00</del> | <del>FLUID-APPLIED WATERPROOFING</del>                     |                     |
| <del>07 16 16</del> | <del>CRYSTALLINE WATERPROOFING</del>                       |                     |
| <del>07 17 13</del> | <del>BENTONITE PANEL WATERPROOFING</del>                   |                     |
| <del>07 19 00</del> | <del>WATER REPELLENTS</del>                                |                     |
| 07 21 00            | THERMAL INSULATION                                         |                     |
| <del>07 21 26</del> | <del>BLOWN INSULATION</del>                                |                     |
| <del>07 21 29</del> | <del>ACOUSTICAL SPRAY INSULATION</del>                     |                     |
| <del>07 24 00</del> | <del>EIFS</del>                                            |                     |
| 07 26 00            | VAPOR RETARDERS                                            |                     |
| 07 27 00            | AIR BARRIERS                                               |                     |
| 07 41 13            | METAL ROOF PANELS (standing seam or panels)                | Or membrane if flat |
| <del>07 42 13</del> | <del>METAL WALL PANELS</del>                               |                     |
| <del>07 42 14</del> | <del>INSULATED METAL WALL PANELS</del>                     |                     |
| <del>07 42 64</del> | <del>METAL COMPOSITE MATERIAL WALL PANELS</del>            |                     |
| <del>07 42 33</del> | <del>COMPOSITE WOOD VENEER WALL PANELS</del>               |                     |
| 07 46 23            | WOOD SIDING                                                |                     |
| <del>07 46 46</del> | <del>FIBER CEMENT SIDING</del>                             |                     |
| <del>07 52 00</del> | <del>MODIFIED BITUMINOUS ROOFING</del>                     |                     |
| <del>07 53 00</del> | <del>EPDM ROOFING</del>                                    |                     |
| <del>07 54 00</del> | <del>THERMOPLASTIC MEMBRANE ROOFING</del>                  |                     |
| 07 62 00            | SHEET METAL FLASHING AND TRIM                              |                     |
| <del>07 71 00</del> | <del>ROOF SPECIALTIES (premanuf "extruded" copings)</del>  |                     |
| <del>07 72 00</del> | <del>ROOF ACCESSORIES (hatches, fall protection)</del>     |                     |
| <del>07 76 16</del> | <del>DECK PEDESTAL SYSTEM</del>                            |                     |
| <del>07 81 00</del> | <del>APPLIED FIREPROOFING (and/or intumescent)</del>       |                     |
| 07 84 00            | FIRESTOPPING                                               | maybe               |
| 07 90 05            | JOINT SEALERS                                              |                     |
| <del>07 95 13</del> | <del>EXPANSION JOINT COVER ASSEMBLIES</del>                |                     |

## DIVISION 08 - OPENINGS

|                     |                                                            |
|---------------------|------------------------------------------------------------|
| <del>08 01 00</del> | <del>MAINTENANCE OF WOOD WINDOW AND DOORS (HISTORIC)</del> |
| <del>08 01 52</del> | <del>MAINTENANCE OF STEEL WINDOWS (HISTORIC)</del>         |
| 08 11 13            | HOLLOW METAL DOORS AND FRAMES                              |

|          |                                                    |                            |
|----------|----------------------------------------------------|----------------------------|
| 08 14 16 | FLUSH WOOD DOORS                                   |                            |
| 08 14 23 | CLAD WOOD DOORS AND WINDOWS                        |                            |
| 08 14 33 | STILE AND RAIL WOOD DOORS                          | ?                          |
| 08 31 00 | ACCESS DOORS AND PANELS                            |                            |
| 08 33 13 | COILING COUNTER DOORS                              |                            |
| 08 33 23 | OVERHEAD COILING DOORS                             |                            |
| 08 33 26 | OVERHEAD COILING GRILLES (or side-acting)          |                            |
| 08 34 73 | SOUND CONTROL DOOR ASSEMBLIES                      |                            |
| 08 36 13 | OVERHEAD SECTIONAL DOORS                           |                            |
| 08 36 15 | SLIDING DOOR ASSEMBLIES (barn door package system) |                            |
| 08 38 15 | DOUBLE-ACTING TRAFFIC DOORS                        |                            |
| 08 41 26 | ALL-GLASS ENTRANCES AND STOREFRONTS                |                            |
| 08 42 29 | AUTOMATIC ENTRANCES (automatic sliding doors)      |                            |
| 08 43 13 | ALUMINUM-FRAMED STOREFRONTS                        |                            |
| 08 44 13 | GLAZED ALUMINUM CURTAIN WALLS                      |                            |
| 08 51 13 | ALUMINUM WINDOWS                                   |                            |
| 08 52 00 | WOOD WINDOWS (or clad, fiberglass)                 | Or storefront (can't tell) |
| 08 53 00 | VINYL WINDOWS                                      |                            |
| 08 62 00 | SKYLIGHTS (units or metal-framed skylights)        |                            |
| 08 71 00 | DOOR HARDWARE                                      |                            |
| 08 71 14 | LOW-ENERGY DOOR OPERATORS                          | In with 087100             |
| 08 80 00 | GLAZING (includes frameless mirrors)               |                            |
| 08 88 13 | FIRE-RATED GLAZING                                 |                            |
| 08 91 00 | LOUVERS                                            |                            |
| 08 92 00 | LOUVERED EQUIPMENT ENCLOSURES                      |                            |

## DIVISION 09 - FINISHES

|          |                                              |          |
|----------|----------------------------------------------|----------|
| 09 01 10 | MAINTENANCE OF FINISHES (paint removal)      |          |
| 09 05 61 | COMMON WORK RESULTS FOR FLOORING PREPARATION |          |
| 09 21 13 | PLASTER REPAIR                               |          |
| 09 21 16 | GYPSUM BOARD ASSEMBLIES                      |          |
| 09 23 00 | PLASTERING                                   |          |
| 09 24 00 | LIME PUTTY STUCCO PLASTERING (HISTORIC)      |          |
| 09 26 13 | GYPSUM VENEER PLASTERING                     |          |
| 09 30 00 | TILING                                       |          |
| 09 51 00 | ACOUSTICAL CEILINGS                          | ?        |
| 09 51 53 | DIRECT APPLIED ACOUSTICAL CEILINGS (tectum)  |          |
| 09 56 16 | STAMPED METAL CEILING TILES (HISTORIC)       |          |
| 09 54 23 | METAL CEILING                                |          |
| 09 54 26 | SUSPENDED WOOD CEILING                       |          |
| 09 64 29 | WOOD STRIP AND PLANK FLOORING                |          |
| 09 65 00 | RESILIENT FLOORING AND BASE                  | ?        |
| 09 65 13 | ATHLETIC FLOORING                            |          |
| 09 66 16 | PRECAST TERRAZZO TREADS                      |          |
| 09 67 00 | FLUID-APPLIED FLOORING (epoxy, etc)          |          |
| 09 68 13 | TILE CARPETING                               |          |
| 09 72 00 | WALL COVERINGS                               |          |
| 09 84 00 | ACOUSTIC ROOM COMPONENTS                     |          |
| 09 91 13 | EXTERIOR PAINTING                            | Or stain |
| 09 91 23 | INTERIOR PAINTING                            |          |
| 09 96 00 | HIGH PERFORMANCE COATINGS                    |          |

## DIVISION 10 - SPECIALTIES

|          |                                                    |   |
|----------|----------------------------------------------------|---|
| 10 11 01 | VISUAL DISPLAY BOARDS (incl tackable wall systems) |   |
| 10 14 00 | SIGNAGE                                            | ? |
| 10 21 13 | TOILET COMPARTMENTS                                |   |
| 10 21 23 | CUBICLE CURTAINS AND TRACK                         |   |
| 10 22 13 | WIRE MESH PARTITIONS                               |   |
| 10 22 19 | DEMOUNTABLE PARTITIONS                             |   |
| 10 22 39 | FOLDING PANEL PARTITIONS                           |   |

|                     |                                                                |
|---------------------|----------------------------------------------------------------|
| 10 26 01            | WALL AND CORNER GUARDS                                         |
| <del>10 28 00</del> | <del>TOILET, BATH, AND LAUNDRY ACCESSORIES</del>               |
| <del>10 29 00</del> | <del>STORAGE ACCESSORIES (bike racks, stations, lockers)</del> |
| 10 44 00            | FIRE PROTECTION SPECIALTIES                                    |
| <del>10 44 33</del> | <del>EMERGENCY KEY CABINET (knox box)</del>                    |
| <del>10 51 00</del> | <del>LOCKERS</del>                                             |
| <del>10 55 00</del> | <del>POSTAL SPECIALTIES</del>                                  |
| <del>10 56 23</del> | <del>WIRE STORAGE SHELVING</del>                               |
| <del>10 75 00</del> | <del>FLAGPOLES</del>                                           |
| <del>10 81 13</del> | <del>BIRD CONTROL DEVICES</del>                                |
| <del>10 82 00</del> | <del>GRILLES AND SCREENS</del>                                 |

## **DIVISION 11 – EQUIPMENT**

|                     |                                         |
|---------------------|-----------------------------------------|
| <del>11 00 00</del> | <del>EQUIPMENT RESPONSIBILITY</del>     |
| <del>11 12 00</del> | <del>PARKING CONTROL EQUIPMENT</del>    |
| <del>11 13 16</del> | <del>LOADING DOCK EQUIPMENT</del>       |
| <del>11 20 00</del> | <del>LIBRARY EQUIPMENT</del>            |
| <del>11 31 00</del> | <del>RESIDENTIAL APPLIANCES</del>       |
| <del>11 40 00</del> | <del>COMMERCIAL KITCHEN EQUIPMENT</del> |
| <del>11 52 13</del> | <del>PROJECTION SCREENS</del>           |
| <del>11 53 00</del> | <del>LABORATORY EQUIPMENT</del>         |
| <del>11 66 23</del> | <del>GYMNASIUM EQUIPMENT</del>          |

## **DIVISION 12 - FURNISHINGS**

|                     |                                                               |
|---------------------|---------------------------------------------------------------|
| <del>12 21 00</del> | <del>HORIZONTAL LOUVER BLINDS</del>                           |
| <del>12 22 16</del> | <del>DRAPERY TRACK AND ACCESSORIES</del>                      |
| 12 24 00            | WINDOW SHADES                                                 |
| <del>12 31 00</del> | <del>MANUFACTURED CASEWORK</del>                              |
| <del>12 35 54</del> | <del>MUSIC EDUCATION CASEWORK</del>                           |
| 12 36 00            | COUNTERTOPS                                                   |
| <del>12 48 13</del> | <del>ENTRANCE FLOOR MATS AND FRAMES</del>                     |
| <del>12 51 00</del> | <del>UPHOLSTERED SEATING (banquettes/benches)</del>           |
| <del>12 93 00</del> | <del>SITE FURNISHINGS (bicycle racks, lockers, benches)</del> |

## **DIVISION 13 - SPECIAL CONSTRUCTION**

|                     |                                         |
|---------------------|-----------------------------------------|
| <del>13 34 19</del> | <del>METAL BUILDING SYSTEMS</del>       |
| <del>13 09 50</del> | <del>X RAY PROTECTION</del>             |
| <del>13 09 70</del> | <del>MODULAR RF/EM SHIELDED ROOMS</del> |

## **DIVISION 14 - CONVEYING EQUIPMENT**

|                     |                                        |
|---------------------|----------------------------------------|
| <del>14 21 00</del> | <del>ELECTRIC TRACTION ELEVATORS</del> |
| <del>14 24 00</del> | <del>HYDRAULIC ELEVATORS</del>         |
| <del>14 63 10</del> | <del>MONORAIL AND HOISTS</del>         |
| <del>14 91 00</del> | <del>FACILITY CHUTES</del>             |

## **DIVISION 31 - EARTHWORK**

By civil, structural

## **DIVISION 32 - EXTERIOR IMPROVEMENTS**

By civil, landscape

## **DIVISION 33 - UTILITIES**

By Civil

|                                                                                   |                                                                 |                                                                                 |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------|
|  | <b>Date</b>                                                     | June 14, 2023                                                                   |
|                                                                                   | <b>Item No.</b><br><b>Roll Call No.</b><br><b>Submitted by:</b> | <b>CONSENT</b><br><b>23-0609</b><br><b>Adam Fendrick</b><br><b>Park Planner</b> |

#### **AGENDA HEADING:**

Approving a State Recreational Trails Grant application for the Mountain Bike Park project and providing a minimum of 25% matching funds from Polk County Conservation and other funding sources.

#### **INFORMATION:**

The 2023 Iowa Legislature session funded the State Recreational Trails Grant Program at \$2.5M for fiscal year 2024 projects. Staff will submit a grant request of \$400,000 for the Mountain Bike Park improvements. The grant submission requires a signed resolution from the applicant committing a minimum of 25% matching funds toward the project.

#### **FISCAL IMPACT:**

|                |                   |                                      |
|----------------|-------------------|--------------------------------------|
| <u>Amount:</u> | <b>\$ 400,000</b> | <b>Grant Request</b>                 |
|                | \$ 800,000        | 70% PCC matching funds (25% minimum) |
|                | \$1,200,000       | Estimated Project Cost               |

|                        |                                                                   |
|------------------------|-------------------------------------------------------------------|
| <u>Funding Source:</u> | 2022 Polk County Water and Land Legacy Bond – (up to \$1,000,000) |
|                        | LAWCON Grant (\$200,000)                                          |
|                        | Private Donations (\$6,500)                                       |

#### **PREVIOUS BOARD ACTION(S):**

Date: December 17, 2022

Roll Call Number: 22-1217 **(Yea – 5)**

Action: Approving Professional Service Agreement with Snyder and Associates for Design/Engineering Services for the Mountain Bike Park in the contract amount of \$106,500.

Date: December 14, 2021

Roll Call Number: 21-1214 **(Yea - 4, Absent – 1)**

Action: Approving the proposal from IMBA (International Mountain Biking Association) Trail Solutions in the contract amount of \$44,930.00 for Planning/Design Services for the Copper Creek Mountain Bike Park.

Date: March 15, 2021

Roll Call Number: 21-0315 **(5-yea)**

Action: Approving Land & Water Conservation Fund grant application and intent to provide \$100,000 (50% matching) funding for the Copper Creek Mountain Bike Park.

#### **RECOMMENDATION:**

Approving a State Recreational Trails Grant application for the Mountain Bike Park project and providing a minimum of 25% matching funds from Polk County Conservation and other funding sources and direct the Board Chair to sign the Resolution and staff to submit the application.

**POLK COUNTY CONSERVATION BOARD**  
**R E S O L U T I O N**

**MOVED** by \_\_\_\_\_ that the following Resolution be adopted:

**WHEREAS**, A resolution authorizing Polk County Conservation staff to submit an application for funding from the State Recreational Trails Program sponsored by the Iowa Department of Transportation (Polk County, Iowa); and

**WHEREAS**, Polk County Conservation requests \$400,000 of funding from the State Recreational Trails Program for the Copper Creek Mountain Bike (MTB) Park; and

**WHEREAS**, the State Recreational Trails Program provides funding for the construction of eligible projects; and

**WHEREAS**, Polk County Conservation will have ownership of the Park and will maintain it for a period of 20-years as outlined in the grant requirements; and

**NOW, THEREFORE BE IT RESOLVED** that Polk County Conservation Board has approved their commitments and any matching funds necessary to build the project and agree to a 20-year maintenance for the project.

Approved this 14<sup>th</sup> day of June, 2023

**POLK COUNTY CONSERVATION BOARD**

\_\_\_\_\_  
Jill Altringer, Chair



**Date**

June 14, 2023

**Item No.****CONSENT****Roll Call No.****23-0610****Submitted by:****Ken Young  
Fleet Coordinator****AGENDA HEADING:**

Approving the purchase of a 2022 Chevy Silverado 1500 from Stivers Ford Lincoln in Waukee, in an amount not to exceed \$41,898.00 for operational use at Lauridsen Skatepark.

**INFORMATION:**

The addition of a new permanent part-time position at the Lauridsen Skatepark in July of 2022 has resulted in the need for an additional vehicle. Skatepark duties require on-site staffing seven days a week. Currently, there are two trucks for the seven permanent part-time staff, based out of Easter Lake Park. Even if staff doubles up in vehicles, there is still a shortage of vehicles that need to service multiple parks each day. Sufficient funds exist in the current fiscal year skatepark budget (allocated by the Board of Supervisors) to purchase a new truck.

With the shortage of new vehicles and long wait times, it has been difficult to acquire vehicles. Stivers has acquired multiple 2022 Chevy Silverados that were ordered by a company and then cancelled. This situation would allow us to purchase and take immediate possession of a new truck with the Board's approval. The 2022 Silverado has a spacious bed and its towing capabilities will enable staff to transport equipment, tools, and supplies efficiently. This vehicle will significantly enhance our ability to adequately maintain the Lauridsen Skatepark on a daily basis.

**FISCAL IMPACT:**

Amount: \$41,898.00

Funding Source: Fiscal Year '22-23 Lauridsen Skatepark Budget

**PREVIOUS BOARD ACTION(S):**

Date: February 8, 2023

Roll Call Number: 23-0211

**Yea-4; Absent-1**

Action: Approving Vehicle and Equipment Replacement program for FY23/24 and authorizing staff to acquire said vehicles and equipment upon Board of Supervisors FY23/24 budget approval and reallocating any proceeds from sales to support equipment needs.

**RECOMMENDATION:**

Approving the purchase of a 2022 Chevy Silverado 1500 from Stivers Ford Lincoln in Waukee, in an amount not to exceed \$41,898.00 for operational use at Lauridsen Skatepark.

INVOICE NO. D7375

1450 HICKMAN ROAD  
WAUKEE, IA 50263  
(800)747-2744  
WWW.STIVERSFORDIA.COM

**Stivers**  
**Ford**  
**LINCOLN**  
**Waukee**

CAR INVOICE

|                                                    |                                          |                  |                 |                                 |              |
|----------------------------------------------------|------------------------------------------|------------------|-----------------|---------------------------------|--------------|
| Sold To: POLK COUNTY CONSERVATION                  |                                          |                  |                 | Date: 05/30/2023                |              |
| Address: 12130 NW 128TH ST GRANGER, IA 50109       |                                          |                  |                 |                                 |              |
| Home Number: N/A                                   |                                          | Work Number: N/A |                 | Salesman: RON REESE             |              |
|                                                    |                                          |                  |                 | 2 <sup>nd</sup> Salesman: N/A   |              |
| <input type="checkbox"/> NEW                       | <input checked="" type="checkbox"/> USED | Year: 2022       | Make: CHEVROLET | Model: SILVERADO 1500           | Color: WHITE |
|                                                    |                                          |                  |                 | Body: 4WD REG CAB 140" WORK TRU |              |
| Vehicle Ident. or Serial Number: 3GCNDAEDXNG512542 |                                          |                  |                 | Key No.: STOCK: D7375           |              |

|                          |       |        |
|--------------------------|-------|--------|
| Year:                    | Make: | Model: |
| VIN:                     |       |        |
| Balance Owed on Trade-In |       |        |
| , Payoff                 |       |        |
| N/A                      |       |        |
| Finance Company          |       |        |
| N/A                      |       |        |
| Address                  |       |        |
| N/A                      |       |        |
| , First Payment Due      |       |        |
| 05/30/2023               |       |        |

|                                                |
|------------------------------------------------|
| <b>EQUIPPED AS PER<br/>FEDERAL PRICE LABEL</b> |
| HOLDBACK                                       |
| VEHICLE MILES                                  |
| 5                                              |
| CUSTOMER EMAIL                                 |
| ken.young@POLKCOUNTYIOWA.GOV                   |
| FINANCE MANAGER                                |
| HOUSE F&I MANAGER                              |
| DEALER INSTALLED:                              |
| N/A                                            |
| TOTAL=                                         |

|                   |           |
|-------------------|-----------|
| PRICE OF CAR      | 41,898.00 |
|                   | N/A       |
|                   | N/A       |
| N/A               | N/A       |
|                   | N/A       |
| EXTRAS            |           |
| FACTORY INSTALLED | N/A       |
| DEALER INSTALLED  | N/A       |
| DOCUMENTATION FEE | N/A       |
| USE TAX           | N/A       |
| LIC/TITLE/LIEN    | N/A       |
| TOTAL CASH PRICE  | 41,898.00 |
|                   |           |
| COST OF FINANCING | N/A       |
| DEALER INSTALLED  |           |
|                   |           |
| TOTAL CASH PRICED | 41,898.00 |
| SETTLEMENT        |           |
| CASH              | N/A       |
| CASH ON DELIVERY  |           |
| USED CAR          | N/A       |
|                   |           |
|                   |           |
| PAYMENTS          |           |
| 1 AT \$ 41,898.00 |           |
| AT \$             |           |
| TOTAL             | 41,898.00 |

NO PUBLIC LIABILITY OR PROPERTY DAMAGE  
INSURANCE ISSUED WITH THIS TRANSACTION UNLESS  
HEREIN STATED

|                                                                                   |                                                                 |                                                                                 |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------|
|  | <b>Date</b>                                                     | June 14, 2023                                                                   |
|                                                                                   | <b>Item No.</b><br><b>Roll Call No.</b><br><b>Submitted by:</b> | <b>CONSENT</b><br><b>23-0611</b><br><b>Adam Fendrick</b><br><b>Park Planner</b> |

### AGENDA HEADING:

Approving an agreement with ISG, Inc. to begin A/E (Architectural/Engineering) work for the new Construction Maintenance Operations (CMO) building at Jester Park not to exceed \$250,000.

### INFORMATION:

Planning for the new CMO Shop building at Jester Park has begun. Staff is working with ISG Inc. to enter into an agreement to provide Architectural/Engineering Services for the proposed building. ISG, Inc. is not on Polk County Conservation's list of pre-approved consultants. However, ISG recently absorbed the firm ETHOS into their company. ETHOS was on our list of pre-approved consultants and was the architect for the Natural Resources Shop that was recently completed at Chichaqua.

The Bond outlined a \$2M total budget for the construction of the CMO Shop. The \$250K requested is outlined in the 2022-2024 bond project proposed spending planning document for A/E work. This funding will allow us to enter into an agreement with ISG and begin design work all the way through the bid document process. Included in this budget is site survey, geo-tech, permitting, archaeological survey, design, and project bidding. This leaves the construction budget of the CMO shop to be \$1.75M. Any remaining A/E balance will be put back into the construction budget of the CMO Shop.

### FISCAL IMPACT:

Amount: \$250,000.00 **Not to Exceed**

Funding Source: Polk County Water & Land Legacy Bond

### PREVIOUS BOARD ACTION(S):

Date: NA

Roll Call Number: NA

Action: NA

### RECOMMENDATION:

Approving an agreement with ISG, Inc. to begin A/E (Architectural/Engineering) work for the new Construction Maintenance Operations (CMO) building at Jester Park not to exceed \$250,000 and directing the Director or his designee to enter into said agreement.

|                                                                                   |                                                                 |                                                                                         |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------|
|  | <b>Date</b>                                                     | June 14, 2023                                                                           |
|                                                                                   | <b>Item No.</b><br><b>Roll Call No.</b><br><b>Submitted by:</b> | <b>ACTION</b><br><b>23-0612</b><br><b>Amanda Brown</b><br><b>Conservation Ecologist</b> |

### AGENDA HEADING:

Awarding lowest contractor bid for wetland excavation at the Switchgrass and Lane parcels at Chichaqua Bottoms Greenbelt to Wenthold Excavating, LLC in a maximum contracted amount of \$180,308.50 with a 5% contingency.

### INFORMATION:

Since their purchase, the Switchgrass and Lane parcels have been in row crop. Due to their location within Chichaqua Bottoms Greenbelt and site characteristics, both parcels have the potential for wetland and prairie restoration. This restoration will improve water quality and provide essential habitat for native wildlife. Polk County Conservation (PCC) staff worked with the US Fish and Wildlife Service (FWS) to develop a preliminary design for each site. Full designs were then completed by the Natural Resource Conservation Service (NRCS). The design on the Lane parcel includes two wetlands and one oxbow restoration near Bluff Creek that runs along the northern portion of the property. The Switchgrass parcel includes restoration of six wetlands, with one connected to the old South Skunk River channel. Once the wetlands have been established, PCC staff will seed the area surrounding them to native prairie.

PCC staff have been working with the Great Outdoors Foundation (GOF) and the NRCS to pursue funding to support this project. An amount of \$358,198 (\$273,379 for Switchgrass parcel and \$84,819 for the Lane parcel) has been secured from the NRCS through their EQIP program for these projects. Polk County Conservation is not eligible to receive these funds directly, so the Great Outdoors Foundation will receive the EQIP funding on our behalf. The agreement with the contractor will be directly with GOF and all contractor invoices will be paid by them. PCC will be responsible for project costs above the amount secured through EQIP funding. Because the low bid is lower than the amount secured through this funding, PCC is projected to have no cost for this project.

The Invitation to Bid for wetland work was posted publicly and four bids were received. The lowest compliant bid received was \$163,373.50. There was an alternate work item in the bid for silt fence which was bid at \$16,935.00 by the lowest bidder. This brings the total cost to \$180,308.50. The work is scheduled to begin this summer and be completed by October 31, 2023.

### Bid Results:

| Company                     | Amount       |
|-----------------------------|--------------|
| RW Excavating Solutions, LC | \$438,657.00 |
| silt fence addition         | \$25,402.50  |
| JT Services, LLC            | \$362,203.30 |

|                               |              |
|-------------------------------|--------------|
| silt fence addition           | \$41,321.40  |
| Aaron Crane Construction, LLC | \$344,448.00 |
| silt fence addition           | \$20,322.00  |
| Wenthold Excavating LLC       | \$163,373.50 |
| silt fence addition           | \$16,935.00  |

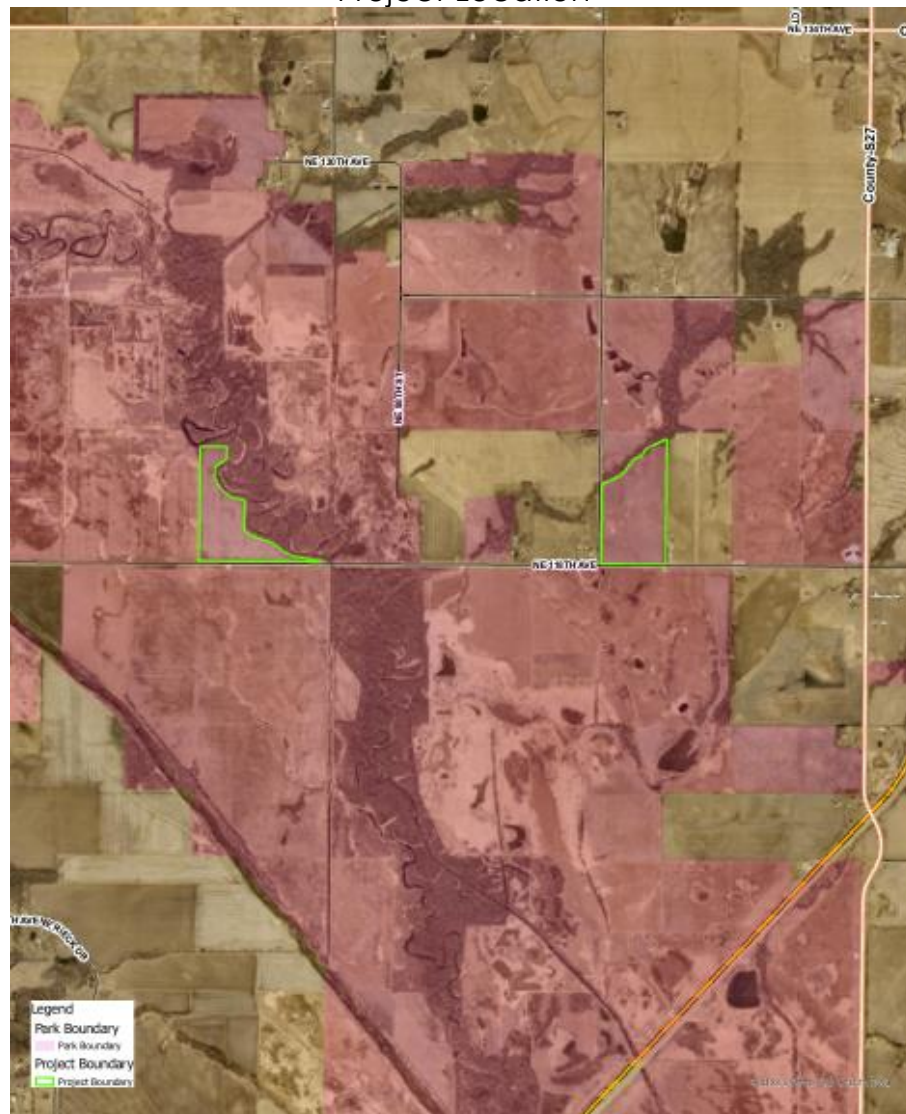
**FISCAL IMPACT:**

Amount: \$180,308.50  
Funding Source: NRCS EQIP Program

**PREVIOUS BOARD ACTION(S):** None

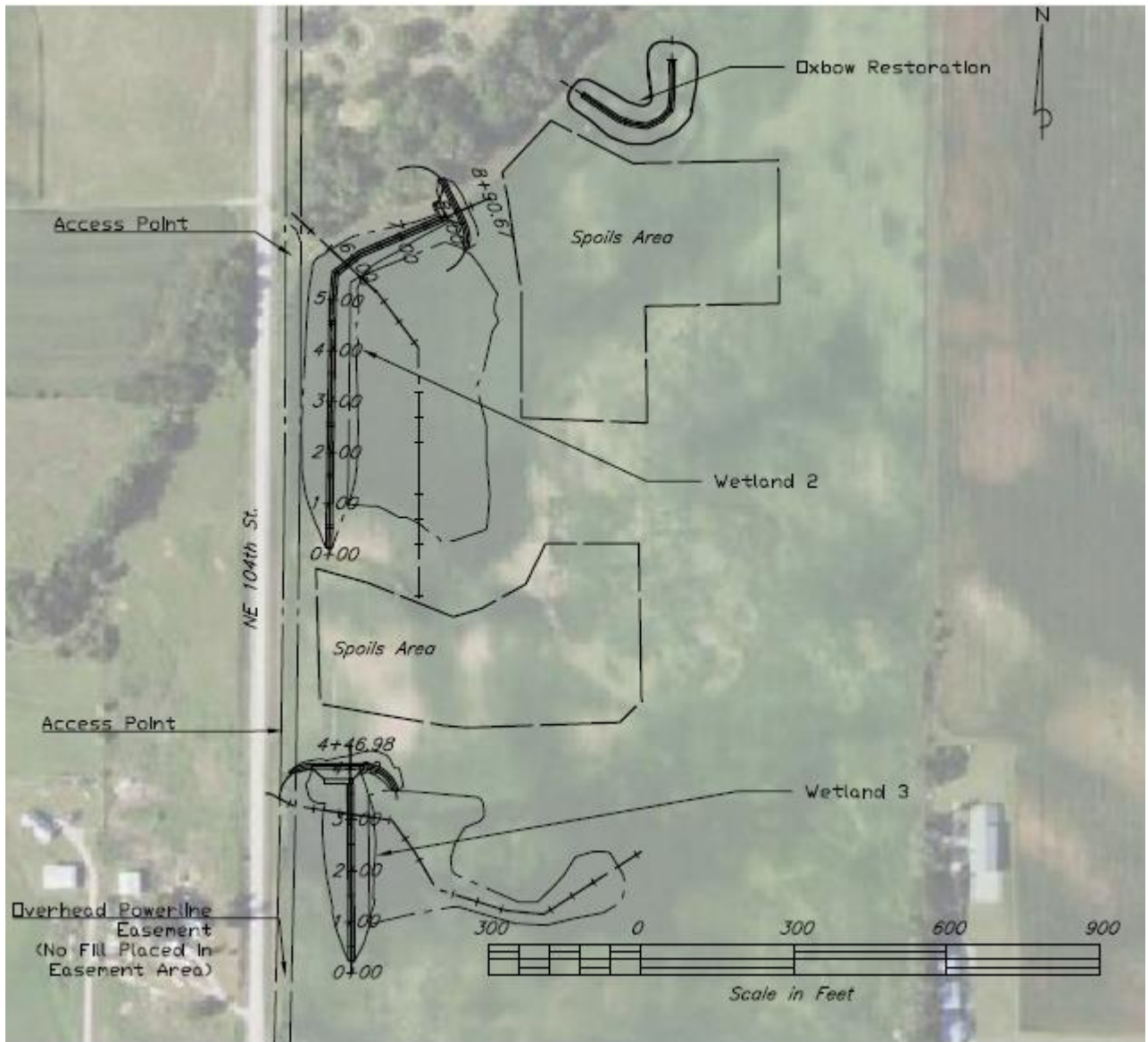
**RECOMMENDATION:** Award lowest contractor bid for wetland excavation at the Switchgrass and Lane parcels at Chichaqua Bottoms Greenbelt to Wenthold Excavating, LLC in a maximum contracted amount of \$180,308.50 with a 5% contingency and authorize the Chair or their designee to sign the contract.

Project Location

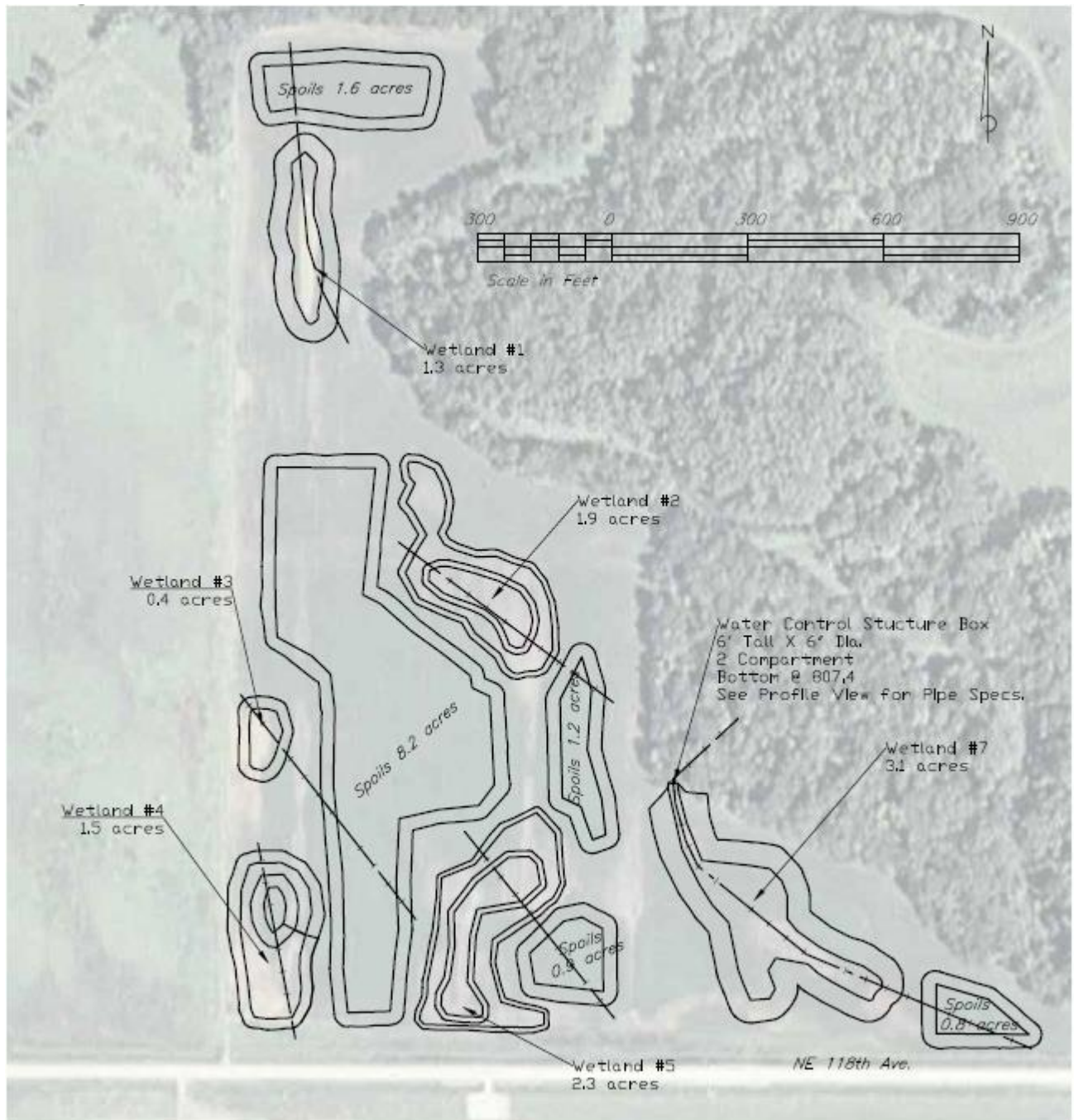


Lane Parcel Design





Switchgrass Parcel Design



**Date**

June 14, 2023

**Item No.****ACTION****Roll Call No.****23-0613****Submitted by:****Jessica Lown****Community Outreach Supervisor****AGENDA HEADING:**

Approving the \$159,855 agreement (plus 10% contingency) with Red Dot Advertising and Design to deliver agreed upon scope of work for marketing and branding services for Polk County Conservation's brands including Sleepy Hollow and Athene North Shore Recreation Area.

**INFORMATION:**

Polk County Conservation has identified a number of needed branding and marketing projects as a result of the organization's growth and anticipated opening of properties like Sleepy Hollow and Athene North Shore Recreation Area.

After selection of preferred firms through a Request for Qualifications process in May 2023, Community Outreach and an internal review committee selected Red Dot Advertising and Design to conduct the initial brand refinements and creation. Through discussion with Red Dot, a recommended scope of work has been set and includes:

- Brand refinements and alignment for Polk County Conservation and sub-brands like the Nature Center, Volunteer Services, Equestrian Center, and Golf Course
- Research, brand identity, development, and logo creation for Athene North Shore Recreation Area
- Research, brand identity development, and logo creation for Sleepy Hollow
- Master style-guide for all brands to include fonts, color pallet, user parameters, tone/voice, and other elements
- Templates for Polk County Conservation's use in social media, advertising, and print materials
- Account management services

The Community Outreach team will take responsibility for managing the relationship with Red Dot Advertising and Design. The Leisure Services Manager and new Easter Lake North Shore Program and Outreach Coordinator will be closely involved in decision making for Sleepy Hollow and Athene North Shore, respectively. At pivotal points throughout the process, Community Outreach will also provide updates and gain feedback from the leadership team.

Tentative timeline for completion is July 2023 – January 2024.

**FISCAL IMPACT:**

Amount: \$159,855 (plus 10% contingency)

Funding Source: Polk County Water and Land Legacy Bond

**PREVIOUS BOARD ACTION(S):**

Date: May 10, 2023

Roll call number: #23-0507



Action: Approve the selection of the recommended branding and marketing firms for various discipline areas identified to provide professional consulting services to Polk County Conservation for the next three years.

**RECOMMENDATION:**

Approving the \$159,855 agreement (plus 10% contingency) with Red Dot Advertising and Design to deliver agreed upon scope of work for marketing and branding services for Polk County Conservation's brands including Sleepy Hollow and Athene North Shore Recreation Area and authorize the Director or their designee to sign said agreement.

# PCC-Red Dot Partnership Agreement

## Date Issued

06.07.2023

## Prepared for

Polk County Conservation  
Jessica Lown + Conservation Board

## Project

Brand Development for Polk County Conservation, Sleepy Hollow + Athene North Shore Recreation Area.

## Project Scope

The following initiatives have been prioritized for completion in 2023. Additional initiatives will be submitted as project work expands.

### Polk County Conservation

**\$88,930**

Brand Strategy + Discovery: \$4,050.00

Brand Structure – Logo Identities: \$20,250

Brand Platform + Concept Development: \$19,750

Brand Style Guide: \$28,350

Account Management: \$16,530

### Sleepy Hollow

**\$41,950**

Brand Research + Discovery: \$16,975

Brand Identity – Logo: \$7,425

Brand Platform + Concept Development: \$17,550

### Athene North Shore Recreation Area

**\$28,975**

Brand Research + Discovery: \$4,000

Brand Identity – Logo: \$7,425

Brand Platform + Concept Development: \$17,550

**TOTAL: \$159,855**

Red Dot: Approval Signature

*Pam Gillaspy*

Date

06.07.2023

PCC: Approval Signature

Date

Red Dot will invoice Polk County Conservation for services that take place. Polk County Conservation agrees to pay Red Dot for services rendered, not to exceed 10% of the total. \*Estimated costs (with exception of research) do not include hard costs: media placement, photography, stock photography, printing, production or out-of-pocket expenses. All invoices are due within 30 days of invoice date. If the above terms are acceptable to Polk County Conservation and the services outlined are in accordance with your requirements, please sign the copy of this agreement in the space provided. Red Dot appreciates the opportunity to serve you. If you have any questions regarding any of the above, please contact Red Dot.



Red Dot Branding & Marketing P.O. Box 65395 • West Des Moines, IA 50265 • 515.279.0712 • info@reddotad.com

reddotad.com

# Polk County Conservation

Scope of Work

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June 7, 2023



2023 © Red Dot | Proprietary Information

# Brand Initiatives

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1. Polk County Conservation
2. Sleepy Hollow
3. Athene North Shore Recreation Area
4. Scope of Work Investment



# Why a brand update?

## Here's where the brand lives today

- Inconsistent brand standards
- Unaligned and disconnected
- Difficult to maintain

## What does the future look like?

- A brand architecture that will help us make effective decisions about marketing + branding and resource allocation.

## How do we get there?

- Partnership with Red Dot Branding + Marketing to guide us in refining brand architecture and develop a brand strategy to share our story—providing a long-term foundation for reaching PCC goals.





1

# Polk County Conservation

- **Brand Strategy + Discovery**
- **Brand Structure: Logo Identities Refinement**
- **Brand Identity: Platform and Concept Development**
- **Brand Style Guide**

# Brand Strategy + Discovery

## Hybrid Brand Strategy

- Create a Hybrid Brand Architecture that will align the master PCC brand with sub-brands to help focus efforts when expanding and acquiring more parks
- Develop stand-alone brands that have unique audiences and are self sustaining revenue generators
- Review all work that has been completed – research, communication audit
- Create logo hierarchy and system for sub-brands, house of brands and endorsed brands



### House of Brands:

Decentralized brands targeting diverse/unique markets (audiences).

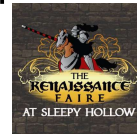
### Brands

Full Color Logo



Athene  
NS  
Rec Area

### Products/ Services



### Sub-Brands:

- Combining the corporate brand with strong sub-brands.
- Sub-brands help differentiate and boost corporate brand.



# Brand Structure: Refined Logo Development

Red Dot will audit the current system of names, symbols, colors, and visual vocabulary and align with PPCs future growth path in the market areas where you operate.

- Refine master logo and align fonts for each sub-brand
- Define logo fonts for Jester Park properties
- Develop an updated logo for Polk County Water Quality





# Brand Development

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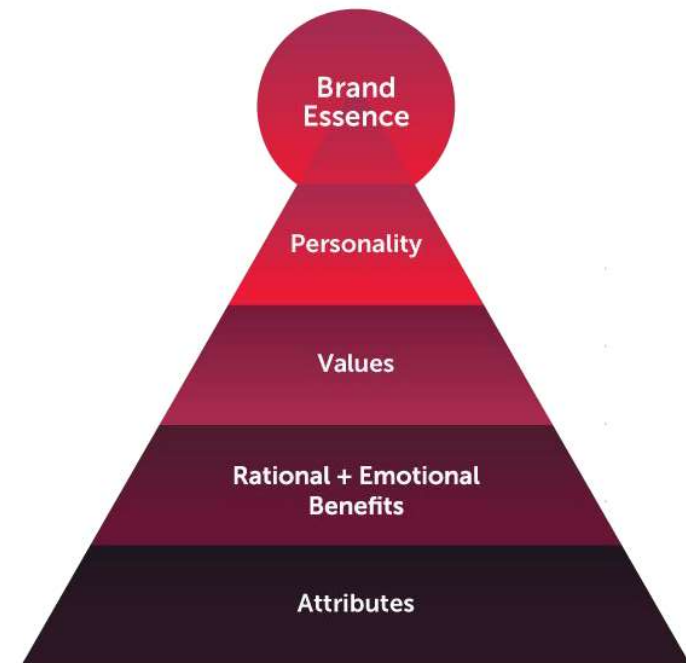
## Brand Platform

- Formalize your brand values, essence and tone
- Define your brand positioning
- Align your strengths
- Create messaging pillars to support your positioning

## Brand Concept

The stage where your brand begins to grow and come to life. Concept elements include:

- Creative brief to set the direction for your brand
- Visuals
- Headlines
- Color palette
- Graphics
- Creative mood board



# Brand Style Guide

---

**Develop a Master Style Guide to serve as a living document that defines your brand and provides guidance on use of all brand identity elements.**

- Organize the guide by brand identities
  - PCC + sub-brands, services, events, partnerships
  - House of Brands:
    - Jester family of brands
    - Skate Park
    - Sleepy Hollow
    - Athene North Shore Recreation area
- Include logos with application types, fonts, colors
- Backgrounds, textures, iconography
- Template guides built for Canva
- Social media templates
- + more



# 2

## Sleepy Hollow

- **Brand Strategy + Discovery**
- **Brand Structure: Logo Identity Development**
- **Brand Identity: Platform + Concept Development**

# Brand Discovery: Research

---

**Understand attitudes and preferences of potential users of Sleepy Hollow to inform and guide creative concept and messaging.**

## **Methodology: In-Person Focus Groups**

- Two 2 hr. focus groups conducted on the same day
  - Focus group 1: Young professionals/no kids, age 20-35 (range of age, gender, HHI)
  - Focus group 2: Parents of families w/kids, age 5-17 (range of age, gender, HHI)
- Recruitment of 12 individuals for 10 to show for each group
  - Participants who have interest in outdoor sports, both summer and winter
  - Evenly split across geo-areas of metro and surrounding suburbs

## **Deliverables**

- Research design
- Recruitment screener design
- Discussion guide development
- Recruitment of participants
- Moderation of groups
- Distribution of incentives
- Transcription of each group
- Analysis + Insights
- Client meetings and project management
- Facility Rental + Meals/snacks for participants

# Sleepy Hollow Logo Identity

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## Develop a new logo guided by:

- Research, uncovering citizen attitudes and perceptions
- Competitive landscape
- Goals of Polk County Conservation



# Sleepy Hollow Brand Development

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The stage where your brand begins to grow and come to life. Research will guide brand development, providing insights to build a solid platform and creative output.

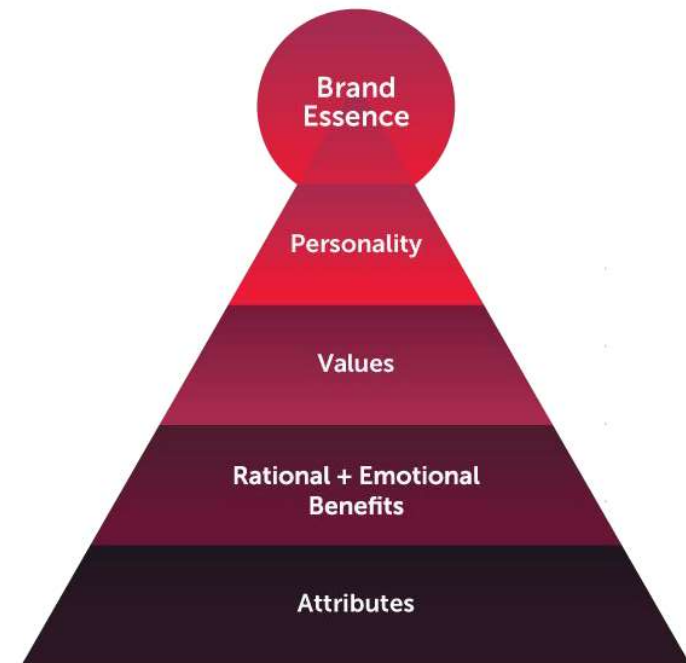
## Brand Platform

- Formalize your brand values, essence and tone
- Define your brand positioning
- Align your strengths
- Create messaging pillars to support your positioning

## Brand Concept + Logo Development

Concept elements include:

- Creative brief to set the direction for your brand
- Visuals
- Headlines
- Color palette
- Graphics
- Creative mood board





3

# Athene North Shore Recreation Area

- **Brand Strategy + Discovery**
- **Brand Structure: Logo Identity Development**
- **Brand Identity: Platform + Concept Development**

# Brand Discovery: Research

---

**Understand attitudes and preferences of potential users of Athene North Shore Recreation Area to inform and guide creative concept and messaging.**

## **Methodology:**

### **In-Depth Interviews**

- 3-4 interviews with Agency professionals who work directly with people with disabilities (caregiving/care support role)
- 2-3 interviews with Polk County Conservation employees leading the charge in the development of the Athene N. Shore Recreation area
- Interview questions designed to understand the audiences using the recreation area
- Insights gained to support the American Disabilities Act with communication that will align with brand platform and concept

## **Deliverables:**

- Interview questions guide development
- Coordination and recruitment of participants
- Interviews/scheduling
- Recap
- Analysis
- Insights



# Athene North Shore Recreation Area: Logo Identity

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## Develop a new logo guided by:

- Research, uncovering key attitudes and perceptions
- Insights from PCC and feasibility study



# Athene N. Shore Rec Area Brand Development

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The stage where your brand begins to grow and come to life. Research will guide brand development, providing insights to build a solid platform and creative output.

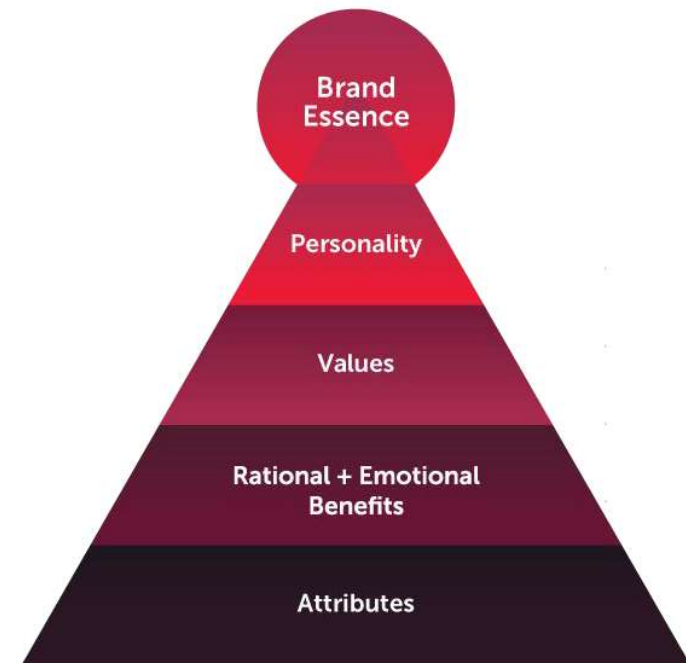
## Brand Platform

- Formalize your brand values, essence and tone
- Define your brand positioning
- Align your strengths
- Create messaging pillars to support your positioning

## Brand Concept + Logo Development

Concept elements include:

- Creative brief to set the direction for your brand
- Visuals
- Headlines
- Color palette
- Graphics
- Creative mood board



# 4

## Scope of Work Investment

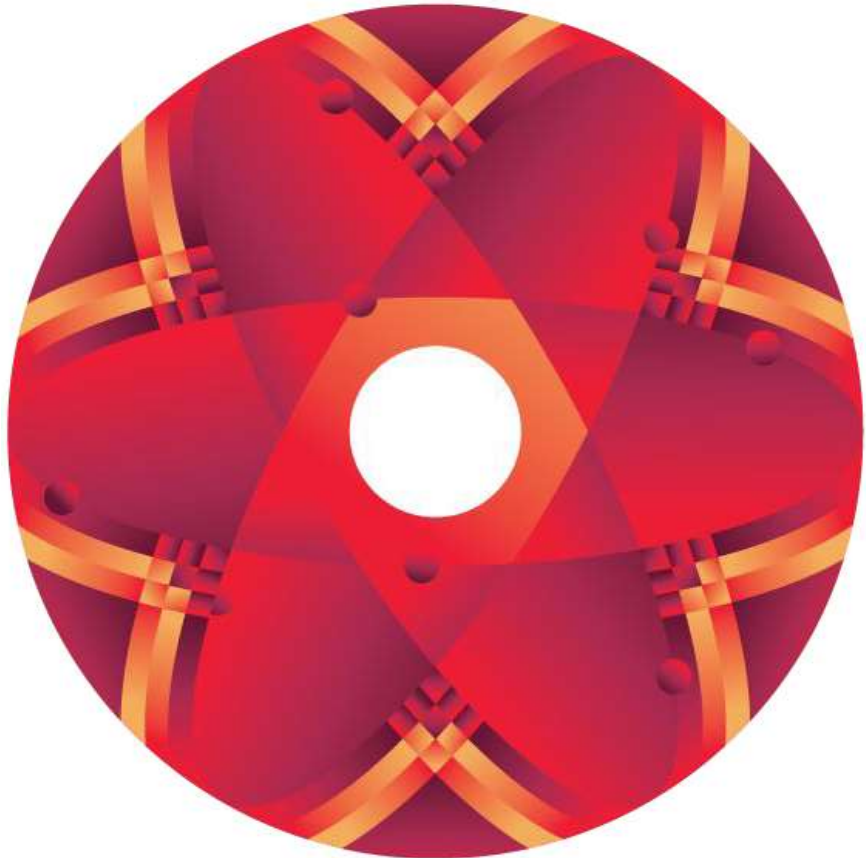
# Scope of Work Investment

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## Red Dot Services include:

- Strategy development
- Research + hard costs
- Account management
- Concept and design
- Copywriting, editing and proofing
- Illustration
- Project management

*\*Estimated costs (with exception of research) do not include hard costs: media placement, photography, stock photography, printing, production or out-of-pocket expenses.*



# Scope of Work Investment

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## Polk County Conservation: \$88,930

### Brand Strategy + Discovery: \$4,050

- Review all work that has been completed – research, communication audit
- Create logo hierarchy and system for sub-brands, house of brands and endorsed brands

### Brand Structure – Logo Identities: \$20,250

- PCC Logo refinement + logo system: \$13,500
- Polk County water quality logo: \$3,375
- Jester Park: Equestrian, golf: \$3,375

### Brand Platform + Concept Development: \$19,750

- Positioning, messaging pillars and brand essence
- Refine the brand voice
- Creative brief to set the direction for your brand
- Concept
  - Visuals
  - Headlines
  - Color palette
  - Graphics
  - Creative mood board

### Brand Style Guide: \$28,350

- Master living document for all Brands, sub-brands, house of brands, services, partnerships, events
- Logos, fonts, colors, iconography, textures/backgrounds, application use, social templates, ads (designed for Canva)

### Account Management: \$16,530

- Client services for all initiatives (PCC, SH, NS Rec Area)
- Budgets and billing
- Meetings
- Status reports
- Timelines
- Approvals

# Scope of Work Investment

## Sleepy Hollow: \$41,950

### Brand Discovery – Research: \$16,975\*

- Two Focus Groups Recommended
- Research design recruitment, moderation, project mgmt, facility rental, transcription, analysis, reporting
- Incentives
- Stationery videotaping

\*One (1) focus group = \$10,675

### Brand Identity – Logo: \$7,425

### Brand Platform + Concept Development: \$17,550

- Strategy: Positioning, messaging pillars and brand essence
- Develop the brand voice
- Creative brief to set the direction for your brand
- Concept
  - Visuals
  - Headlines
  - Color palette
  - Graphics
  - Creative mood board

## Athene North Shore Recreation Area: \$28,975

### Brand Discovery – Research: \$4,000

- Conduct 3-4 in-depth interviews with agency professionals
- Conduct 2-3 in-depth interviews with key PCC stakeholders
- Two 3-day online Bulletin Board Asynchronous Focus Groups for people/parents of kids with disabilities + Agency professionals
- Questions preparation, recruitment, interview, project mgmt, transcription, analysis, reporting

### Brand Identity – Logo: \$7,425

### Brand Platform + Concept Development: \$17,550

- Strategy: Positioning, messaging pillars and brand essence
- Develop the brand voice and essence
- Creative brief to set the direction for your brand
- Concept
  - Visuals
  - Headlines
  - Color palette
  - Graphics
  - Creative mood board

# Timeline

## Guide for planning

| SLEEPY HOLLOW               |      |        |      |     |     |     |     |
|-----------------------------|------|--------|------|-----|-----|-----|-----|
|                             | JULY | AUGUST | SEPT | OCT | NOV | DEC | JAN |
| RESEARCH                    |      |        |      |     |     |     |     |
| BRAND PLATFORM              |      |        |      |     |     |     |     |
| LOGO DEVELOPMENT            |      |        |      |     |     |     |     |
| CONCEPT                     |      |        |      |     |     |     |     |
|                             |      |        |      |     |     |     |     |
| POLK COUNTY CONSERVATION    |      |        |      |     |     |     |     |
| DISCOVERY                   |      |        |      |     |     |     |     |
| BRAND PLATFORM              |      |        |      |     |     |     |     |
| LOGO SYSTEM                 |      |        |      |     |     |     |     |
| CONCEPT                     |      |        |      |     |     |     |     |
| BRAND STYLE GUIDE           |      |        |      |     |     |     |     |
|                             |      |        |      |     |     |     |     |
| ATHENE NORTH SHORE REC AREA |      |        |      |     |     |     |     |
| RESEARCH                    |      |        |      |     |     |     |     |
| BRAND PLATFORM              |      |        |      |     |     |     |     |
| LOGO DEVELOPMENT            |      |        |      |     |     |     |     |
| CONCEPT                     |      |        |      |     |     |     |     |

**Date**

June 14, 2023

**Item No.****ACTION****Roll Call No.****23-0614****Submitted by:****Jeff Condon****Leisure Services Manager****AGENDA HEADING:**

Approving the Renaissance Faire and Scream Park Concessionaire Contract at Sleepy Hollow that will be publicly bid for the 2024 season.

**INFORMATION:**

The Renaissance Festival and Haunted Scream Park are beloved annual events held at Sleepy Hollow. The Renaissance Festival transports visitors back in time to the enchanting era of knights, queens, and medieval merriment. With a rich history spanning over three decades, the festival first graced the picturesque grounds of Sleepy Hollow in the early 2000's.

The Haunted Scream Park, established in 2006, emerged from the shadows as a spine-chilling attraction, weaving together horrifying tales, haunted houses, and bone-chilling experiences to test the bravest souls. These events have grown exponentially in popularity, attracting tens of thousands of enthusiasts each year.

A comprehensive contract outlining the 2024 operations of the Renaissance Faire and Scream Park at Sleepy Hollow has been developed by Polk County Conservation staff. Once approved by the Polk County Conservation Board, staff will issue a Request for Proposals process for all interested bidders. Contract highlights include:

- Event Dates:
  - First Renaissance Faire: April 15th – May 31st, 2024
  - Second Renaissance Faire: August 15th - September 31st, 2024
  - Haunted Scream Park: 2nd week of September - 2nd week of November, 2024

\*During intermissions between events, the vendors will temporarily evacuate the premises, thereby providing an opportunity for public utilization and facilitating the hosting of various exclusive one-time events.
- Contract Length: The initial contract duration is set for one year, with a provision for a two-year extension, resulting in a total contract term of three years.
- Payment Terms: We have revised the current payment structure, increasing the payments from 10% of gross profits to 15% of gross profits.
- Bond Requirement: A \$10,000 bond will be due at the signing of the agreement, providing assurance for the fulfillment of contractual obligations.
- The Concessionaire must submit monthly reports by the 15th of each month, containing detailed sales records for the preceding month. Additionally, a season-end report is required within 30 days from the final day of operations.

**PREVIOUS BOARD ACTION(S):**

Date: November 9, 2022

Roll Call Number: 22-1108



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

Date: February 9, 2022

Roll Call Number: 22-0216

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.

Date: September 8, 2021

Roll Call Number: 21-0907a

Action: Approving purchase of 49.6-acres of land near the Fourmile Greenway that is owned and operated by Sleepy Hollow Sports Park, Inc. for \$3,500,000.

**RECOMMENDATION:**

Approving the Renaissance Faire and Scream Park Concessionaire Contract at Sleepy Hollow that will be publically bid for the 2024 season and authorizing the Director to sign said contract once a concessionaire has been selected.

## **Renaissance Faire & Haunted Scream Park Concession Agreement**

This Concession Agreement by and between the Polk County Conservation Board, 12130 NW 128<sup>th</sup> Street, Granger, Iowa, 50109-9675, hereafter referred to as "PCCB".

WITNESSETH:

WHEREAS, Polk County Conservation issued a Request for Proposal for the concession services at Sleepy Hollow East of Fourmile Creek; and

WHEREAS, Polk County Conservation negotiated an agreement to provide food, beverage and entertainment services that are appropriately suited to enhance the Renaissance Faire and Haunted Scream Park operations, so that Polk County Conservation does not have to provide these services directly; and

*WHEREAS, the Board desires to provide these facilities and services for the public use; and*

WHEREAS, a one-year agreement was negotiated with \_\_\_\_\_ to manage and operate the concessions at ***Sleepy Hollow Sports Park East of Fourmile Creek.***

NOW THEREFORE, BE IT UNDERSTOOD AND AGREED by the aforementioned parties as follows:

1. **Scope of Services:** The Concessionaire shall provide the Services described in the contract to PCCB during the agreed-upon event dates and at the designated event locations. Maps are attached to illustrate the boundaries that the concessionaire will operate within. The Vendor shall ensure that all Services provided are of the highest quality and are delivered in accordance with the terms outlined in the contract.
2. **Dates:** Here are the designated dates for the year 2024 in which the concessionaire shall be granted access to the grounds situated East of Fourmile Creek. The Concessionaire agrees to provide Services during the stated contract dates and to allow sufficient time for setup and takedown.
  - a. First Renaissance Faire: April 15th – May 31<sup>st</sup>, 2024
  - b. Second Renaissance Faire: August 15th - September 31<sup>st</sup>, 2024
  - c. Haunted Scream Park: 2nd week of September - 2nd week of November, 2024
3. **Hiring:** The Concessionaire agrees to the hiring, management, and payment of all vendors, performers, and other participants for both the Renaissance Faire & Haunted Scream Park"
4. **Percentage of Gross Sales:** The Concessionaire agrees to pay PCCB a percentage of gross sales for the Services rendered, which shall be set at 15%. The Concessionaire shall maintain accurate records of all gross sales and shall provide PCCB with regular reports of such sales upon request. In the event of any dispute

regarding the calculation of the percentage owed to PCCB, the Concessionaire shall provide all necessary records and information to resolve the dispute in good faith.

5. **Income:** It is explicitly agreed that any and all revenue streams resulting from the provision of the Services, including income generated from parking, food and beverage sales, retail transactions, subletting, and any other related income streams, shall be subject to a 15% fee payable to PCCB.
6. **Mowing:** PCCB shall assume responsibility for the upkeep of the grounds and ensure that mowing is carried out June 1<sup>st</sup> through August 14<sup>th</sup> when the Concessionaire is not permitted to use the grounds. Conversely, the Concessionaire shall bear the responsibility of mowing during their designated time period(s).
7. **Plant Maintenance:** shall be the exclusive obligation of the Concessionaire with respect to all plants and flowers that are associated with the Renaissance Village and Haunted Scream Park. The Concessionaire shall ensure that such attractions are adequately maintained at all times. Additionally, the Concessionaire must hold a valid applicator's license for all spraying activities performed within the Polk County Park.
8. **Storage:** All storage shall be contained to *the designated* areas within "Castle", and there shall be NO outdoor storage of any prop, equipment, tools or vehicles of any kind unless written approval is granted by PCCB.
9. **Removal of Equipment:** Upon the conclusion of the agreed-upon dates, the Concessionaire shall be required to remove all equipment and possessions, unless they are contained solely within the areas designated part of the "Castle" during non-contract periods.
10. **Access:** PCCB shall have unfettered access to all buildings at all times. All locks utilized for the purpose of securing these buildings shall be provided by PCCB. The use of any locks that have not been explicitly approved by PCCB is strictly forbidden.
11. **Audits:** PCCB or its authorized third-party shall have the right to conduct financial audits, event audits, space audits, and office audits at any time, and without prior notice. The financial audits shall include a comprehensive review of all financial transactions, including but not limited to, revenue generated, expenses incurred, and taxes paid. Event audits shall include a review of all events hosted by the Concessionaire, including the number of attendees, ticket sales, and any other relevant details. Space audits shall include a review of all spaces utilized by the Concessionaire, including the designated areas for storage, parking, and vending. Office audits shall include a review of all documents, records, and other materials related to the operation of the Concessionaire. The Concessionaire shall cooperate fully with PCCB or its authorized third-party during the course of these audits and shall provide access to all requested materials and information.
12. **Camping:** Camping by vendors or staff is strictly prohibited unless explicit prior approval has been granted by PCCB. Any request for camping must be submitted in writing and approved by PCCB prior to any camping occurring on the premises. The

request shall contain all relevant details regarding the proposed camping arrangements, including the location, duration, and intended use. PCCB reserves the right to deny any camping request at its sole discretion.

13. **Personal Equipment:** No personal or non-PCCB equipment may be left on the premises between or after the stated contract dates unless explicit written approval has been granted by PCCB. The Concessionaire shall remove all equipment, materials, and belongings from the premises by the conclusion of the contract period, unless explicit written approval has been granted by PCCB to leave certain equipment or materials on the premises. If any equipment or materials are left on the premises without prior approval, PCCB shall have the right to remove and dispose of such items at the Concessionaire's expense.
14. **Deposit/Bond:** The Concessionaire is required to provide a deposit or bond in the amount of \$10,000 to PCCB prior to the commencement of the contract period. The deposit or bond shall serve as security for the Concessionaire's performance of its obligations under the contract, including but not limited to, payment of any fees or expenses owed to PCCB, compliance with all applicable laws and regulations, and the timely and satisfactory completion of all services to be provided by the Concessionaire. The deposit or bond shall be held by PCCB and may be applied towards any damages, losses, or expenses incurred by PCCB as a result of the Concessionaire's breach of the contract or failure to perform its obligations thereunder. If the Concessionaire satisfactorily performs all of its obligations under the contract, the deposit or bond shall be returned to the Concessionaire at the conclusion of the contract period.
15. **Subleasing:** The subleasing of vendor space is contingent upon obtaining prior approval from PCCB, which may, at its discretion, impose a fee on sublet vendors. Additionally, PCCB reserves the right to require background checks of all sublet vendors.
16. **Alterations, modifications, or improvements to buildings:** The Concessionaire shall not make any modifications, alterations, or improvements to any building or structure located on the premises without the prior written approval of PCCB. Any such modifications or alterations shall be performed in compliance with all applicable laws and regulations, and shall be subject to inspection and approval by PCCB prior to use. The Concessionaire shall be responsible for obtaining all necessary permits and approvals from local and state authorities, and for any costs associated with such permits and approvals. If the Concessionaire makes any modifications or alterations to any building or structure without obtaining prior approval from PCCB, the Concessionaire shall be solely responsible for any damages, losses, or liabilities resulting therefrom. PCCB reserves the right to require the Concessionaire to remove any modifications or alterations made without prior approval, at the Concessionaire's expense. Any changes or alterations made to PCCB's property by the concessionaire or any other third party shall become the property of PCCB.
17. **Parking:** The Concessionaire must obtain prior written approval from PCCB before utilizing the West side of Fourmile parking for any purposes related to the Renaissance Faire and Haunted Scream Park, or any other event hosted by the

Concessionaire. The Concessionaire acknowledges that the West side of Fourmile parking is subject to specific use restrictions, and shall comply with all such restrictions as set forth by PCCB. The Renaissance Fair and Haunted Scream Park activities shall be limited to the East side of Fourmile Creek, and shall not be permitted on the West side of Fourmile parking without the express written consent of PCCB.

**18. Repair Maintenance & Upkeep:** The Vendor agrees to address repairs and maintenance in the contract:

- **Cleaning:** Regular cleaning of the concession stand or booth is important to maintain hygiene standards and prevent the buildup of debris or dirt. This may involve cleaning surfaces, equipment, and utensils as well as disposing of trash and other waste.
- **Equipment maintenance:** The concessionaire is responsible for maintaining their equipment and equipment provided by PCCB, including any cooking or refrigeration appliances. This may involve regular cleaning, inspection, and repair to ensure that the equipment operates safely and efficiently. The concessionaire shall be responsible for ensuring that all equipment used in the operation passes all applicable public health inspections and meets the required standards and regulations. Failure to comply with public health requirements may result in the termination of this Agreement and the removal of the equipment from the premises at the concessionaire's expense.
- **Structural maintenance:** The concessionaire is responsible for maintaining the structural integrity of their booth, stand, or building. This may involve repairing any damage to the walls, roof, or flooring, as well as ensuring that any electrical or plumbing systems are in good working order.
- **Health and safety compliance:** The concessionaire must comply with all health and safety regulations related to their operations. This may involve obtaining any necessary permits or licenses, ensuring that food is stored and prepared properly, and maintaining safe food handling practices.
- **Repairs and replacements:** The concessionaire is responsible for repairing or replacing any equipment or facilities that become damaged or malfunction. This may involve sourcing replacement parts, hiring contractors for repairs, or purchasing new equipment.

**19. Restrictions:** The Concessionaire shall be responsible for obtaining all necessary permits, licenses, and approvals required by any applicable laws, rules, and regulations, including but not limited to health and safety codes, alcohol permits, and noise permits, and shall maintain all such permits, licenses, and approvals in good standing throughout the term of this Agreement. The Vendor shall comply with all laws and regulations that apply to its business and the activities that it conducts on Polk County Conservation Board ("PCCB") property. In addition, the Vendor shall comply with any restrictions on excessive noise or other activities that may disrupt the event or surrounding community, as determined by PCCB in its sole discretion. The Concessionaire shall ensure that all of its employees and agents comply with all applicable laws, rules, and regulations, and shall indemnify and hold harmless PCCB from any and all claims, damages, losses, liabilities, and expenses arising out

of or related to any violation of any such laws, rules, or regulations by the Concessionaire, its employees, or its agents.

- 20. Security personnel:** The concessionaire is required to ensure the safety and security of all attendees and personnel during the event. To this end, the concessionaire must provide an adequate number of security personnel to monitor the event and respond to any security concerns that may arise.

The concessionaire may be required to hire private security personnel or work with the event security team to fulfill this obligation. All security personnel must be trained and certified in accordance with local and state regulations and must comply with all applicable laws and regulations regarding security services.

The concessionaire must also provide PCCB with a detailed security plan at least 30 days prior to the event, outlining the number and placement of security personnel, emergency response procedures, and any other relevant security details. PCCB reserves the right to review and approve the security plan, and may require modifications as deemed necessary to ensure the safety and security of all attendees and personnel.

The concessionaire shall provide the Park Ranger with comprehensive security plans for all events. The Park Ranger shall be included in all communication pertaining to security planning, implementation, and updates. This includes but is not limited to sharing event schedules, site layouts, crowd management strategies, emergency response plans, and any other relevant security information. The concessionaire acknowledges and agrees that the involvement of the Park Ranger is essential to ensure the safety and security of the events, as well as compliance with applicable laws and regulations.

- 21. Emergency response plan:** The concessionaire must prepare and maintain an emergency response plan that outlines specific procedures and protocols to be followed in the event of any security incidents or emergencies that may occur during the event. This plan should include detailed information on the types of incidents that may occur, the appropriate responses to these incidents, and the roles and responsibilities of all personnel involved in the response effort.

The plan must also include information on communication protocols and procedures for notifying the appropriate authorities and emergency responders, as well as procedures for evacuating the premises and managing any potential hazards or threats to public safety.

In addition, the concessionaire must ensure that all personnel involved in the response effort, including security personnel and other staff, are adequately trained and prepared to respond to emergencies in accordance with the emergency response plan. This may involve conducting regular training exercises and drills to test the effectiveness of the plan and identify areas for improvement.

- 22. Indemnification:** The Concessionaire hereby agrees to indemnify and hold harmless PCCB, its officers, directors, employees, agents, and affiliates from and against any

and all claims, demands, damages, losses, expenses, or liabilities, including attorney's fees and costs, arising out of or in connection with the Services provided by the Concessionaire. This indemnification includes, but is not limited to, claims for personal injury, property damage, or any other harm that may arise as a result of the concessionaire's negligence, intentional acts, or failure to comply with any applicable laws, rules, or regulations.

The Concessionaire shall also be responsible for defending any claims, demands, or actions that may be brought against PCCB related to the Services provided by the Vendor, including any costs associated with such defense. The Concessionaire shall provide PCCB with prompt notice of any claim or demand, and shall cooperate fully with PCCB in the defense of any such claim or demand.

This indemnification obligation shall survive the termination or expiration of this Agreement and shall remain in effect for any claims arising out of the Services provided by the Concessionaire.

**23. Hours of Operation:** Shall be posted in a conspicuous location for public viewing, as directed by the PCCB. The Concessionaire shall have the right to not open, close early or adjust hours based on weather, use and/or demand for services upon written notification to Conservation's approval.

**24. Concession, Length and Payment:** The initial contract length shall be one year, with a two-year renewal allowed, for a total maximum of three years. It is important to note that renewals need to be mutually agreed upon by both parties involved in the contract.

The parties agree that the Concessionaire shall pay PCCB 15% of gross sales from all revenue streams derived from the Renaissance Faire and Haunted Scream Park, and all other events/vendors related to said events. Payment shall be made no later than the 15<sup>th</sup> of each month for the preceding month's sales. Both parties agree to negotiate in good faith during each renewal term. If an agreement cannot be reached, PCCB reserves the right to issue competitive bids for concession services at Renaissance Faire and Haunted Scream Park.

**25. Evaluation:**

The Vendor shall participate in an evaluation of performance at the end of each agreed upon term. The evaluation may cover, but is not limited to:

1. **Financial Performance:** The Vendor's financial performance shall be evaluated based on their ability to adhere to the agreed-upon payment schedule and to provide timely and accurate financial reports as per the contract terms.
2. **Grounds and Structural Upkeep and Maintenance:** The Vendor shall be evaluated based on their ability to maintain the grounds and structures in a safe and attractive condition, free of any hazards and in compliance with all applicable codes and regulations.
3. **Customer Satisfaction:** The Vendor shall be evaluated based on their ability to provide excellent customer service and maintain high levels of customer satisfaction. This shall include prompt response times, courteous and knowledgeable staff, and the ability to resolve customer issues in a timely and satisfactory manner.

The evaluation process shall be conducted on a regular basis, as per the contract terms, and the results of the evaluation shall be shared with the Concessionaire in a timely manner. The Concessionaire shall be provided with feedback and recommendations for improvement where necessary, and shall be given an opportunity to address any concerns raised during the evaluation process.

Payments to be made no later than:

- First Renaissance Faire: No later than June 15<sup>th</sup>
- Second Renaissance Faire: October 15<sup>th</sup>
- Haunted Scream Park: December 1<sup>st</sup>

**26. Fees/Licenses:** The Concessionaire shall be responsible for obtaining and maintaining all necessary licenses and permits required by law for their operations at the Renaissance Faire and Haunted Scream Park. This includes but is not limited to licenses for the sale of food, alcohol, and other products, as well as permits for entertainment, rides, and any other activities offered by the Concessionaire. The Concessionaire shall pay all required fees associated with obtaining and maintaining these licenses and permits, including any annual inspection fees. Failure to obtain or maintain any necessary licenses or permits may result in the termination of the contract and removal from the event. The Concessionaire shall provide proof of all necessary licenses and permits to PCCB upon request.

**27. Records:** The Concessionaire shall prepare and submit reports monthly to include detailed sales records. Monthly reports shall be due on the 15<sup>th</sup> of each month for the preceding month's activities/sales. At the end of the season, the Concessionaire shall provide a report for the season within thirty-days from the last day of operations.

**28. Public Records/Open Process:** The laws of Iowa require that all proposals be placed in the public domain and be opened to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such. If a request is received to examine portions designated as proprietary or a trade secret, PCCB will notify the Concessionaire to permit the Concessionaire to defend the proprietary nature of the information.

**29. Charges:** The Board reserves the right to establish rental rates for equipment provided by PCCB and the Concessionaire retains the right to establish the prices for the products and services they provide. Concessionaire will prepare a formal list of prices for PCCB Director to approve prior to any rentals and sales.

Rates must be posted in full view of the public.

**30. Responsibilities of the Concessionaire:** It is further understood and agreed that neither the State of Iowa, the County of Polk, nor any agency thereof shall be responsible for accidents of any nature which may occur within the concession areas or in connection with food and beverage portion of the concession activities incidental to the operation under this permit. Concessionaire agrees to hold harmless and indemnify the Polk County Conservation, Polk County Government, its Elected Officials, Employees, Agents and Assigns, from any and all claims, demands, actions or causes of action of whatever character or nature, arising out of or by reason of personal property damage, personal



injury, bodily injury, or any other damage or injury which arises out of the Concessionaire's, his officers', agents' or employees', acts and/or omissions. The Concessionaire further agrees to pay the cost of any litigation (including attorney fees) arising out of the aforementioned claims, demands, action or causes of actions, regardless of their merit or lack thereof. In carrying out the provisions of this permit there shall be no liability, personal or otherwise upon the Polk County Conservation Board, Polk County Government, its Elected Officials, Employees, Agents and Assigns, due to or arising out of the acts or omissions of the Concessionaire or his/her officers, agents or employees.

The Concessionaire shall provide and maintain adequate insurance as described in Attachment C – Polk County Government, Insurance and Certificate Requirements.

The Concessionaire shall have the Polk County Conservation Board, Polk County Government, its Elected Officials, Employees Agents and Assigns included as additional insureds under said policy and shall provide evidence of same to the Director.

The Concessionaire shall protect all county property from damage by himself, his employees, the public or other elements. No trees or other vegetation may be removed or other natural features of the area disturbed without permission of the PCCB.

All rubbish, garbage and debris that may accrue due to the operation of the concession shall be collected daily and placed by the Concessionaire in trash containers.

The use of loudspeakers or other sound amplifying equipment shall not be so loud as to interfere with other park users as determined by the Park Ranger.

The PCCB may permit such remodeling of the interior or exterior of buildings as may be needed to best operate the concession and as may be mutually agreed on.

The PCCB reserves the right to use the concession building for storage purposes during the off-season when the concession is not in operation and reserves the right to enter the premises covered in this agreement at any time for the purpose of making alterations, improvements, repairs and to make periodic inspections of the concession as to cleanliness and operation.

It is understood that the Concessionaire, or his responsible agent, who shall be eighteen (18) years of age or older, shall be in active charge and be on the premises of the concession at all times that the concession is open for business.

No dogs, cats, birds or other pets are to be kept in, on, or around the premises covered by this agreement.

The Concessionaire shall be disqualified and the Concession Agreement void if the Concessionaire should engage in any business venture detrimental to, or in conflict with or in competition with this agreement.

### **31. Capital Improvements:**

Any capital improvements made by the Concessionaire to PCCB's property shall become the property of PCCB upon completion of the work. The Concessionaire shall not remove or dispose of any equipment, materials, or structures used in the capital improvements without the express written consent of PCCB.

The Concessionaire shall provide PCCB with detailed plans and specifications for any proposed capital improvements, including timelines and estimated costs. PCCB shall have the right to review and approve all plans and specifications prior to commencement of work.

The Concessionaire shall be responsible for obtaining all necessary permits, licenses, and approvals required for the capital improvements, and shall ensure that all work is performed in compliance with all applicable laws, codes, and regulations.

PCCB shall have the right to inspect all work performed by the Concessionaire to ensure that it is completed to the PCCB's satisfaction. If any defects or deficiencies are found in the work, the Concessionaire shall promptly correct them at their own expense.

The Concessionaire shall be responsible for all costs associated with the capital improvements, including labor, materials, equipment, and any other expenses necessary to complete the work. PCCB shall not be responsible for any cost overruns or delays caused by the Concessionaire.

Upon completion of the capital improvements, the Concessionaire shall provide the County with all necessary documentation, including warranties and maintenance instructions, and shall ensure that all work areas are cleaned up and restored to their pre-construction condition.

All capital improvements made by the Concessionaire shall be subject to the terms and conditions of this contract, and the Concessionaire shall be liable for any damages caused by their workmanship or materials.

### **32. Office Trailer Usage:**

The concessionaire shall have the right to utilize the office trailer (hereinafter referred to as the "Trailer") exclusively during the contracted period as stipulated in the Concessionaire Agreement. The concessionaire acknowledges that the usage of the Trailer is strictly limited to the agreed-upon duration and does not extend beyond the contracted times.

Outside of the contracted period, the concessionaire shall vacate the Trailer and shall not have any rights or entitlements to access or utilize the office space within the Trailer. The concessionaire shall ensure that the Trailer is promptly cleaned and left empty upon the conclusion of their contracted period.

Any use of the Trailer beyond the contracted times, without the express written consent of the party granting the usage rights, shall be considered a breach of this Agreement and may result in termination or other legal remedies as determined by the party granting the usage rights.

This clause serves to emphasize that the concessionaire's rights to the Trailer are limited to the contracted times, ensuring that the office space is available for other designated purposes during non-concessionaire periods.

**Limitations:**

The Concessionaire shall comply with all laws, rules and regulations of the federal, state and county including but not limited to the American Disabilities Act P.L. 101-336, 1990, and applicable regulations therein (including but not limited to 28 CFR, Parts 35-36 and the American Disabilities Accessibility guidelines) and secure necessary licenses and permits as pertain to the operation of the various parts of the concession. Nothing in this permit shall restrict the state, county or any agency thereof, from entering the premises in order to carry out its responsibilities.

All facilities covered under this contract shall not be used for the private use by the Concessionaire or his guests except as authorized by the PCC Director.

The sale, use, or installation of activities, services, or devices other than those covered in this permit must have the approval of the PCC Director.

The Concessionaire and employees may not discriminate against any individual because of race, creed, age, sex, color or national origin in serving the public or in employment.

At the end of this one-year contract, the PCCB and Concessionaire agree to negotiate the first renewal term at least 60 days prior to expiration.

If at any time the Board determines that it is in the public's interest, this agreement may be cancelled by giving 30 days' written notice.

This permit, or any part thereof, cannot be sublet or assigned in any manner without the written consent of the Director.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto as of the date executed by both parties.

POLK COUNTY CONSERVATION

\_\_\_\_\_  
Richard Leopold, Director, Polk County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT C**  
**POLK COUNTY GOVERNMENT**  
**SMALL BID INSURANCE REQUIREMENTS**

**CONTRACTOR OBLIGATION**

The contractor shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein. The Contracting Authority (**POLK COUNTY CONSERVATION AND POLK COUNTY GOVERNMENT**) shall be named as "Additional Insured," using the following language: **"POLK COUNTY CONSERVATION, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns."**

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish the Contracting Authority with a proper Certificate of Insurance or affidavits executed by representatives of duly qualified insurance companies, doing business in IOWA for approval by the Contracting Authority.

The Certificate shall identify the following: the insurance company firm name and address; contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/"Additional Insured"; and cancellation clause.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" the Contractor; and the Contracting Authority, its agents and representatives, as "Additional Insureds."

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by the Contracting Authority, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as such by the Contracting Authority. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with the Contracting Authority shall state that thirty (30) calendar days prior written notice will be given to the Contracting Authority before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by the Contracting Authority prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

**TYPES OF INSURANCE**

- A. Workers' Compensation and Employers' Liability.** This insurance shall protect the Contractor against all claims under Iowa Workers' Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

- 1.** Workers' Compensation – Statutory

2. Employers' Liability

- a. **\$500,000 Per Accident**
- b. **\$500,000 Disease, Policy Limit**
- c. **\$500,000 Disease, Each Employee**

- B. **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

|                                         |                     |
|-----------------------------------------|---------------------|
| Each Occurrence                         | <b>\$ 1,000,000</b> |
| General Aggregate                       | <b>2,000,000</b>    |
| Products-Completed Operations Aggregate | <b>2,000,000</b>    |
| Personal & Advertising Injury           | <b>2,000,000</b>    |
| Fire Damage (Any one Fire)              | <b>100,000</b>      |
| Medical Expenses (Any One Person)       | <b>5,000</b>        |

**(\$2,000,000 per occurrence single limit will meet the requirement.)**

- C. **Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor. The liability limits shall not be less than the following:

**\$1,000,000 CSL (Combined Single Limit) per accident**

- D. **Excess Liability Umbrella.** The Contractor shall procure and maintain, during the life of this contract **\$1,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of **\$2,000,000** the General Liability and Automobile & Employers Liability.

- E. **Builders Risk Insurance.** Coverage shall be equal to 100 per cent of the replacement cost of all proposed construction up to **\$100,000 (when applicable)**.

- F. **Subcontractors.** The contractor shall require that any of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of the prime contractor.

- G. **Performance Bond.** A bond for the faithful and timely completion of the entire proposal must be provided with a limit of 100 percent of the contract sum **(when applicable)**.

- H. **Liquor Liability.** Comprehensive liquor liability coverage shall be purchased with limits not less than **\$1,000,000**. **This coverage is mandatory when the contractor/vendor will be serving alcohol for consumption.**

## **MISCELLANEOUS.**

- A. **Cost of Insurance.** The Contracting Authority shall make no direct payments to the Contractor for any costs associated with securing, maintaining, and/or providing the insurance coverage required by the Contract Department. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
- B. **Personal Liability of Public Officials.** In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of the County Board thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of the County Board, it being understood that in such matters they act as the agent and representative of the County Board.
- C. **Non-Waiver of Legal Rights.** The Contracting Authority shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the contract.

The Contracting Authority shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by the Contracting Authority, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by the Contracting Authority shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

- D. **Litigation for Claims and Save Harmless Clause.** The Contractor shall indemnify and hold harmless the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, and Assigns from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person(s), or property because of any act, omission, or neglect in safeguarding or performing the work, or through use of unacceptable materials in constructing the work.

The Contractor shall also hold the Contracting Authority, Board of Supervisors, Elected Officials, Employees, and their Assigns harmless from all claims for damages arising from any neglect, default, or mismanagement or omission of the Contractor, any subcontractor(s), agent, or employee in the performance of any duties imposed by this contract, or by law. If any litigation on account of such claims shall be commenced against the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns, the Contractor, upon notice thereof from the Contracting Authority, shall defend the same at their cost and expense; and the record of any judgement rendered against the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns to recover the full amount thereof, with interest and costs, and attorney's fees incurred by said Contracting Authority. The right of action therefore shall accrue to the Contracting Authority as soon as judgement shall have been rendered, whether the Contracting Authority shall have paid the amount or not.

**THE CONTRACTOR IS REQUIRED TO BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE CONTACT PERIOD.**

**POLK COUNTY GOVERNMENT  
CERTIFICATE OF INSURANCE**

**REQUIREMENTS.**

Certificates of Insurance are required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the Risk Manager for review. Contract documents will not be submitted to the **Conservation Board** for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all – project certificates will be accepted), and show **POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns,** as "Additional Insured."

The following statements are requirements and should aid in the preparation of an acceptable certificate. The statement numbers refer to the circled numbers on the sample certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The Name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The insurance companies affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (**4a**) must be placed along the corresponding insurance coverages (**4b**).
5. All Certificates shall state that XCU Coverage is included. (If applicable)  
The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with **POLK COUNTY RISK MANAGEMENT** that the insurance requirements have not been changed, as limits may vary from project to project.
6. **General Liability:**

|                                        |              |
|----------------------------------------|--------------|
| Each Occurrence                        | \$ 1,000,000 |
| General Aggregate                      | \$ 2,000,000 |
| Product Completed Operations Aggregate | \$ 2,000,000 |
| Personal & Advertising Injury          | \$ 2,000,000 |
| Fire Damage (Any one fire)             |              |
| Medical Expense (Any one person)       | \$ 5,000     |

**(\$2,000,000 per occurrence single limit will meet the requirement)**
7. **Automobile Liability:**

|                   |              |
|-------------------|--------------|
| Each Occurrence   | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |
8. **Workers' Compensation:**

|                                     |            |
|-------------------------------------|------------|
| - Statutory Benefits                |            |
| - Employers' Liability (Coverage B) | \$ 500,000 |
9. **Excess Liability Umbrella** **\$ 1,000,000**
10. **Builders Risk**
  - a. Shall be equal to 100 per cent of replacement cost of construction.  
**(When Applicable)**

11. **Performance Bond**
  - a. For the faithful and timely completion of the entire proposal with a limit of 100 percent of the contract sum  
**(When Applicable)**
12. **Liquor Liability** **\$ 1,000,000**
  - a. Mandatory for contractors/vendors who serve alcohol for consumption
13. Policy numbers for all policies must be included
14. Policy effective dates for all policies must be included
15. Policy expiration dates must be included.
16. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require **"POLK COUNTY CONSERVATION, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns"** to be additionally insured.
17. **POLK COUNTY CONSERVATION AND POLK COUNTY GOVERNMENT** must clearly and explicitly be shown as the Certificate Holder.
18. The Cancellation Clause must read exactly as follows:  
**"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."**
19. All certificates of insurance must be signed by an authorized representative.
20. In order to preserve the governmental immunities available as defenses to contractor (or Licensor) and its officials and employees, any insurance policy must contain an endorsement with the following language:

**"The Company and the Insured expressly agree and state that the purchase of this policy of insurance by the Insured does not provide coverage for torts specified in Iowa Code 670.4, and that the Insured does not waive any of the defenses of governmental immunity available to the Insured under Iowa Code 670.4 as it now exists and as it may be amended from time to time. The Company and the Insured further expressly agree and state that the Insured may, at any time, assert any of the governmental immunity defenses available to it without affecting the coverage afforded under this policy."**



|                                                                                   |                                                                 |                                         |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------|
|  | <b>Date</b>                                                     | June 14, 2023                           |
|                                                                                   | <b>Item No.</b><br><b>Roll Call No.</b><br><b>Submitted by:</b> | <b>CLOSED SESSION</b><br><b>23-0615</b> |

**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.