

# **SPECIAL MEETING NOTICE**

## **POLK COUNTY CONSERVATION BOARD**

**POLK COUNTY ADMINISTRATION BUILDING  
111 COURT AVENUE, ROOM 309  
DES MOINES, IOWA  
FEBRUARY 24, 2006 – 12:00 P.M.**

1. Roll Call

### **\*\* AGENDA ITEMS \*\***

2. Catering Contract

### **PUBLIC COMMENTS**

### **ADJOURNMENT**

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

**AGREEMENT  
BETWEEN  
POLK COUNTY CONSERVATION BOARD  
AND  
CHRISTIANI'S CATERING, LTD.**

On this \_\_\_\_\_ day of February, 2006, the Polk County Conservation Board ("PCCB"), by Motion dated February \_\_\_\_, 2006, and Christiani's Catering, Ltd. ("Concessionaire"), an Iowa Corporation, enter into this service agreement and they agree to the following terms and conditions for the provision of concessions, food and beverage services, and other services as described here:

**1. SERVICE DESCRIPTION**

Services to be provided:

**A. Jester Park Lodge:**

1. On-site and off-site catering in accordance with menus and prices similar to those presented to PCCB in February, 2006.
2. Full Banquet service at quality acceptable to visiting public as determined by a mutually agreed upon patron written survey. Quality at least at the level of comparable Central Iowa facilities.
3. Full liquor service using Concessionaire's liquor license available January 1, 2007. Optional hosted bar available 2006.
4. Facility scheduling subject to certain PCCB reserved dates to be determined each year in the off season. The PCCB reserves the right to use the Lodge for 22 days per year. Twelve (12) of those days will be for the environmental education programs being the 1<sup>st</sup> Tuesday of each month (day and evening) and three (3) will be Saturdays in November and/or January (entire day and/or evening) dates will be negotiated with the Concessionaire who schedules the Lodge.
5. As a general rule, there will be two events on each of the weekend days.
6. A fee will be charged for non-catered events.
7. Current bookings will be honored and Concessionaire will contact current events to explore use of concessionaire for food and beverage services. All reservations made after February 13, 2006 are subject to this agreement.
8. No PCCB employees required to be present for Concessionaire events scheduled after February 13, 2006, with the possible exception of non-catered and/or non-profit events.
9. For currently scheduled events, patrons will be offered opening, closing and clean up services for \$250.00. If they do not choose to use the opening, closing and cleaning service, PCCB will open, close and inspect user's cleaning in accordance with the Lodge's current policies (fee does not include table and chair setup on events not catered by Christiani's).

Non-catered events scheduled after 2-13-06 are required to use Concessionaire's cleaning services.

10. Only trained and insured employees will serve alcohol. Concessionaire will provide adequate security when alcohol is served. No alcohol will be served unless a Concessionaire employee is present unless mutually agreed arrangements are made in advance between concessionaire and PCCB.

11. Marketing goal: Diversify weekday use of Lodge for corporate events as high speed internet becomes available; add set up and take down services; intensify use of Lodge by adding additional weekend and holiday events.

**B. Jester Park Equestrian Center**

1. On and off-site catering for currently scheduled events with a \$500 minimum amount.

2. Typical food concession items and short menu items to be served.

3. Hours will vary with volume of anticipated guests.

4. Vending machines for soda, juice and water available year round.

5. No alcoholic beverages without prior agreement of PCCB and Concessionaire.

6. Concessionaire to provide food and beverage only. PCCB to open, close, supervise scheduling and collection of rents.

7. Marketing goal: Increase variety of concessions to accommodate varied groups.

**2. GENERAL CONDITIONS**

**A. Park Activities**

1. State Laws Enforced. The operation must comply with rules, regulations and laws of Polk County Conservation and the State of Iowa.

2. Park Rules Enforced. Concessionaire will keep all of the Park Rules and regulations. It will require employees and patrons to abide by PCCB policies, Park rules and regulations. If there is a breakdown in security and safety of patrons, law enforcement and PCCB Administration will be immediately contacted.

**B. Key Personnel**

1. Personnel Standards. The Concessionaire shall be responsible for hiring the necessary personnel to conduct the food and beverage operations to include the staffing of multiple events at more than one site. Coordination between the concessionaire and Polk County Conservation staff is crucial to the success of the operation. The Concessionaire will comply with all the requirements of federal, state and local laws relating to minimum wage, social security, Civil Rights Act of 1964, unemployment compensation and worker's compensation. The Concessionaire shall

require employees to observe all applicable rules and regulation and to exercise courtesy and consideration in their relations with the public. The Concessionaire shall require his employees, who come in contact with the public, to wear a uniform and badge to show they are his employees. Any person in the employ of the Concessionaire found objectionable to the PCCB shall be subject for dismissal, based upon reasonable cause.

**C. Food and Beverage**

1. Menus and Pricing. At least once a year, PCCB will meet and confer with Concessionaire to review menus and prices to assure adequate quality and price comparability in the area.
2. Liquor License. Concessionaire will hold separate liquor licenses for the Jester Park facilities and will host all activities serving alcohol unless other arrangements are made between Concessionaire and PCCB administration in advance.

**D. Safety and Sanitation**

1. Safety and Sanitation. Concessionaire will comply with all appropriate standards for sanitation and will comply with PCCB's policies and procedures for trash and garbage removal and with PCCB's extermination activities. No flammables will be stored in the buildings. If a gas grill is used outdoors, appropriate precautions will be taken.
2. Inspections. PCCB and State and local health officials have a right of inspection of the facilities at any time with or without notice.

**E. Facility Management**

1. Maintenance and Utilities. PCCB will pay all utilities for all Park facilities. PCCB will provide maintenance as needed at its expense. If there is an emergency maintenance need, and PCCB cannot be reached, Concessionaire may take whatever reasonable actions are immediately necessary to make the repair or obtain a contractor to make emergency repairs at PCCB's expense.
2. Snow Removal and General Upkeep. PCCB will provide general upkeep of the buildings, parking lots and grounds. PCCB will provide snow removal and sidewalk snow protection provided that it has 48 hours notification of events. PCCB will maintain heating and cooling equipment, plumbing and electrical service.
3. Equipment. Equipment in the Park facilities will be maintained by Concessionaire in its present condition except for normal wear and tear. If new equipment is needed to support the Concession activities, PCCB may determine that it will participate in the upgrade of facilities. For example, PCCB may purchase an appropriate type of table to use for the development of corporate retreat rental activities.
4. Upgrade for internet. As it becomes available, the Lodge will be equipped with high speed internet service and cable TV.
5. Damages to facilities.

A. Major damage: In the event of damage to premises, PCCB may suspend or terminate this agreement. PCCB will work with Concessionaire to meet patron needs in the event of the impossibility of performance for an Act of God such as fire, flood, wind damage, other natural calamity, war, or other unanticipated event causing Concessionaire to lose control of the facilities.

B. Patron damage: The current damage deposit requirement will be maintained and PCCB will determine how much of the deposit can be refunded.

6. Cleaning by Concessionaire: After events hosted by the Concessionaire and non-catered events for which Concessionaire's cleaning services are used, Concessionaire will reasonably clean facility to the standards previously required for patrons before the next event or within 24 hours if there is no scheduled event. In general, bathrooms, kitchen and event areas will be left in a condition in which they are ready for the next event.

**F. Marketing**

1. Marketing desk: PCCB will provide a desk and local phone for Concessionaire's employees to use.

2. Marketing activities: Concessionaire will actively market and promote the Jester Park facilities and other Polk County facilities as appropriate. There will be an anticipated 2-3 days a week of on-site activity related to marketing of the Jester Park facilities. Weekday corporate rental events of the Lodge or other PCCB facilities and parks is a priority for marketing.

3. Ads: PCCB has a general right of approval of advertising materials used by Concessionaire.

**G. Insurance and Hold Harmless**

1. Concessionaire will maintain appropriate general liability, dram shop, worker's compensation and any other appropriate insurance and will hold PCCB and Polk County, its elected officials, its agents and employees, and assignees harmless from claims or lawsuits arising from Concessionaire's acts or omissions or from the acts or omissions of Concessionaire's employees.

2. Required Coverage: See Attachment A regarding coverage limits.

**H. Business relationships**

1. Subcontract: Subcontracts to Concessionaire's related companies or to others must be approved in writing in advance by PCCB, but this approval will not be unreasonably withheld.

2. Assignment: This agreement is not assignable.

3. Periodic Meetings: In order to assure good communication, PCCB and Concessionaire will meet periodically to discuss relevant issues and

concerns. During the first six months, there will be monthly meetings. After that time, quarterly meetings are anticipated.

**I. Financial management**

1. Access to Financial Records: As it becomes available, PCCB will have on-line read only access to its accounts in Concessionaire's record relating to food and beverage concessions at the Equestrian Center. Concessionaire will provide customer invoices for events at Lodge and other offsite catering done within the Jester Complex. Prior to that time, PCCB will audit its accounts from Concessionaire's record keeping system.

**J. Rates**

1. Principles to Establish Rates: The PCCB shall exercise the authority over rates charged to include rental fees, with reasonable opportunity for the concessionaire to realize a profit on these facilities and services as a whole, commensurate with the investment and obligation assumed. In approving rates, primary consideration will be given to the prices charged for similar facilities and services furnished or sold outside the areas administered by the PCCB, under similar conditions, with due regard being given to such other factors as may be deemed significant. The principle objective of such controls is to assure the public of satisfactory service and quality products at reasonable rates. If PCCB increases its rates to a point where Concessionaire deems such rates unreasonable, Concessionaire reserves the right to terminate contract. See current Rental Rates, Attachment B.

**K. Miscellaneous**

1. This is an agreement for services and not a lease.
2. The current patron agreement for use of the Lodge will continue to be used with mutually agreed upon modifications.

**3. PAYMENTS**

1. Monthly Fee. Concessionaire will pay \$12,000 per year to PCCB as a fee, payable \$1000 per month.
2. Rental Rates and Receipts: All rental payments will be established by PCCB. Rental deposits and payments for rentals will be deposited in a Polk County Treasurer account.
3. Gross Receipts Fee: For Jester Park events, Concessionaire will pay 10% of proceeds of gross food and beverage sales, catering sales, vending sales, concession sales, non-catered event fees and sales of alcoholic beverages to PCCB, less sales tax. 10% of non-catered event fees will be placed in the Polk County account with the Concessionaire retaining the remainder. Settlement of receipts will be made weekly on Tuesday or another mutually agreed upon day. Accounts for PCCB facilities will be available for inspection during reasonable business hours as needed by PCCB.

4. Lodge Assured Minimum Receipts. Under its own administration, PCCB anticipated that it would have \$100,000 revenue from the Lodge. As a result, it is important to PCCB that it receives at least \$100,000 per year from the Lodge for the term of this agreement. (The 2006 amount will be prorated for 10 months.)

- a. The \$12,000 fee payable \$1,000 per month, will be applied to the lodge assured minimum receipts.
- b. 10% of food and beverage sales for Lodge events will be applied to the Lodge assured minimum receipts.
- c. Forfeited rental deposits for the Lodge will be applied to Lodge minimum assured receipts. Forfeited rental deposits will be placed in the Polk County account.
- d. Lodge rental fees will be applied to the minimum amount.

After PCCB has received \$100,000 in annual Lodge rental, forfeited deposits and 10% food and beverage sales, PCCB will retain all rental income, forfeited rental deposits. Concessionaire will retain cleaning fees and non-catered event fees.

5. Non-Catered Events:

- a. For Friday and Saturdays evening rentals, the non-catered event fee is \$1000 per event and the cleaning, opening and closing fee is \$250.
- b. For Saturday Mornings and Sunday AM and PM rentals the non-catered event fee is \$250 and the cleaning, opening and closing fee is \$250. For Super Bowl Sunday the Saturday rate applies.
- c. For weekdays Monday thru Thursday Lodge rental fees as currently set forth by PCCB applies to \$100,000 minimum whether it is waived by PCCB or not. The non-catered fee is \$100 and the opening, closing and cleaning fee is \$250.
- d. Non-profit and non-catered events must setup and breakdown all tables and chairs.

6. Non-Profits:. The cleaning fee is optional. There is no non-catered fee except for Friday and Saturday evenings. A PCCB employee will open and close the Lodge and assure that the facility is cleaned to Lodge standards. PCCB rates for use of the facility apply for non-profits. When the Concessionaire books a non-profit event, written arrangements for coverage and cleaning must be made between the Concessionaire and PCCB.

7. Bar Service for Non-Profits and Non-Catered Events Booked After 2/13/06:

There will be a setup fee charged of \$200 plus \$50 per hour for bartender for a minimum of 4 hours.

8. Term of Agreement:

- a. This agreement begins on February 13, 2006 and ends on December 31, 2008 unless terminated earlier as provided here.
- b. At the death or disability of an owner of Concessionaire, PCCB and/or Concessionaire have the option of terminating this agreement subject to future bookings.
- c. Regardless of when the agreement is terminated, Concessionaire will likely have outstanding events booked in the facility. These events will be honored after the contract termination. On or about December 31, 2007, PCCB will give Concessionaire notice of when the last date can be

booked at the Lodge and arrangements for the liquor license will be determined.

d. This contract may be terminated for cause if there are substantial failures by Concessionaire to meet quality standards, safety and sanitation standards, failure to maintain a liquor license, theft or fraud or the like. Substantial patron dissatisfaction with Concessionaire's performance may cause the lack of future bookings.

e. This contract may be terminated by PCCB when it is determined to be in the public interest by giving 180 days notice.

9. Amendment: This contract may only be amended in writing.

Christiani's Catering, Ltd.

Polk County Conservation Board

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Lawrence Christiani, CEO  
1150 S.E. Diehl  
Des Moines, Iowa 50315

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Chair

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Pat Boddy, Director

**POLK COUNTY GOVERNMENT**

**INSURANCE AND**

**CERTIFICATE REQUIREMENTS**

**1. Requirements** - 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 BOARD**) shall be named as “Additional Insured,” using the following language: **“POLK COUNTY CONSERVATION BOARD, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns.”**

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

- A. By issuance of the original policy designating the Contractor as the insured party under the provisions for the policy.
- B. By endorsement to an original policy.
- C. By separate contingent policy.

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 and to the Surety 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.

**Workers' Compensation and Employers' Liability** - This insurance shall protect the Contractor against all claims under the 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 liability requirements shall not be less than the following:

- A. Worker's Compensation – Statutory.
- B. Employers' Liability:
  - 1. \$500,000 Per Accident
  - 2. \$500,000 Disease, Policy Limit
  - 3. \$500,000 Disease, Each Employee

**Public 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 act or omission 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:

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

In addition, the Contractor will provide an **“Owner’s Contractor’s Protective”** (O.C.P) policy naming the Contracting Authority, its agents and representatives as “Names Insured”, covering, but not limited to the obligations stipulated in the section “Litigation For Claims and Save Harmless Clause”. The limits for the aforementioned O.C.P. policy shall not be less than the limits required for the Comprehensive General Liability Policy.

**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:

Combined Single Limit (C.S.L.)                      \$500,000

**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** 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**, it being understood that in such matters he/she acts as the agent and representative of the **County**.

**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.

**Litigation for Claims and Save Harmless Clause** - The Contractor shall indemnify and hold harmless the Contracting Authority, the Polk County Board of Supervisors, its 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, Polk County Board of Supervisors, its 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, the Polk County Board of Supervisors, its

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, the Polk County Board of Supervisors, its 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.

**JESTER PARK LODGE  
CURRENT RENTAL RATES**

**Attachment B**

JP Lodge	2005	2006	2007
<b>Non-Profit/Youth/Golf/EC Groups</b>			
Entire Facility Mon – Thurs	250	325	325
Entire Facility Fri – Sun	750	750	750
Bison Side Mon – Thurs	NA	NA	NA
Bison Side W/Kitchen Mon – Thurs	200	275	275
Elk Side Mon – Thurs	150	225	225
<b>County Departments</b>			
Mon – Thurs. Only	FREE	FREE	FREE
<b>Golf Outings/Stables Events</b>			
Any Time	250	*	*
<b>Business/Non-Business Groups</b>			
Entire Facility Mon – Thurs	650	650	650
Entire Facility Fri – Sun	750	750	750
Bison Side Mon – Thurs	NA	NA	NA
Bison Side W/Kitchen Mon – Thurs	500	500	500
Elk Side Mon – Thurs	450	450	450

\* rate is the Non-Profit rates

**Groups** – Groups (example: Pheasants Forever) that give significant support for PCCB projects or programs may use the Jester Park Lodge once a year, Monday – Friday, at no charge.

**Definition of Non-Profit** – Cities, government agencies, schools, churches with 501C3 status.

**Definition of Youth Groups** - Youth groups promoting growth in outdoor skills.

**County Departments** – Polk County Departments using it for business.

**Exceptions** - The Director has discretion to make exceptions from the above schedule based on a compelling reason.