



## **Naming Rights Consulting Services Request for Proposal**

The City of Elk River is seeking qualified and experienced parties to submit a proposal to provide the service and guidance necessary to acquire a naming rights agreement for its new, state-of-the-art multipurpose recreational facility.

The facility, currently under construction, is one part of a major investment in the quality-of-life for Elk River residents made possible by a \$35 million Local Option Sales Tax Referendum. On November 6, 2018, voters overwhelmingly decided to invest in a city plan of amenities that will benefit every generation. The plan is known as Active Elk River and passed with 6,830 votes in support and 3,702 opposed. Details of the plan and construction updates can be found at [ActiveElkRiver.com](http://ActiveElkRiver.com).

The multipurpose facility will expand and improve recreation opportunities at the current Elk River Arena by providing year-round ice, dry floor events, meeting and event space, a 30,000 square-foot turf field house, catering café space for community events, and dedicated senior center facilities.

As part of the construction, the existing Elk River High School softball fields will be relocated across the street to Lion John Weicht Park. Another component to the Active Elk River plan, Lion John Weicht Park will become an active athletic complex with ball fields, a 100-person picnic pavilion, modern restrooms, open green space, concessions, trails, and improved parking.

The selected service provider will be tasked with developing and implementing a strategic plan to identify the number and market value of user/visitor impressions, develop pricing packages, marketing materials and strategies, solicit potential naming-rights clients as well as assist in negotiating a naming client agreement. The services shall be provided in accordance with the terms, conditions, and specifications contained within this Consulting Services Request for Proposal.

**Please submit your proposal by 4:00 p.m., Friday, January 3 2020, to**

Michael Hecker, Parks and Recreation Director  
13065 Orono Parkway  
Elk River, MN 55330  
Direct: 763.635.1161  
[mhecker@ElkRiverMN.gov](mailto:mhecker@ElkRiverMN.gov)

## **Project Understanding and Scope**

While the sales tax revenue will be used to fund the construction of facility, the city wishes to enhance revenue for additional value-added recreational services and opportunities and foster further community identity through the use of the public-private partnership tool of offering sponsorship naming rights.

The selected service provider will work with city officials to identify sponsorship assets of the Parks and Recreation Department, evaluate those assets relative to their sales value, identify and evaluate packaging strategies, research prospects, construct a sponsor proposal format and develop a communications strategy for naming sponsorship rights and advertising recognition.

The Consulting Service Request for Proposal is broken down into two phases. Sponsorship program development is Phase One. The sales and professional assessments of the sponsorship assets identified in Phase One is Phase Two. The consultant request needs to include both phase one and phase two in one proposal.

## **Phase One**

The following is a detailed description of the proposed work plan to accomplish **Phase One** of this project.

### **Task 1: Value of Assets**

The successful consultant will review the physical assets of the multipurpose facility and Lions John Weicht Park amenities to estimate naming rights value. The primary assets to be evaluated include:

- Multipurpose Facility Name
- Ice Arena One
- Ice Arena Two
- Field House
- Field House Dryland Area
- Senior Center
- Senior Center Flex Meeting Space
- Café
- Party/Meeting Rooms First Floor
- Party/Meeting Rooms Second Floor
- Lion John Weicht Park Concessions and Shelter Building

This task shall include the following:

- a. Participating in meetings and conference calls with city officials, responding to questions and preparing for the approach and allocate resources for the project task that includes determining the on-site impressions and sponsorship value of the identified assets.
- b. Documenting the methodology used to arrive at the estimated value of the facility assets, including assessment factors unique to the Elk River region and market area.
- c. Comparing the on-site impressions and value of the assets of the Elk River facilities calculated to those of benchmark facilities around the region.

- d. Reviewing and analyzing similar government and private-sector naming rights initiatives and their transferability to Elk River.
- e. Recommending additional naming opportunities within the Active Elk River projects, including pricing levels and terms above and beyond the overall naming rights for the multipurpose facility.
- f. Documenting the potential challenges or issues for naming rights opportunities.

### **Task 2: Naming Rights Program Structure**

The successful consultant will recommend a naming rights program structure that complements Active Elk River and the region, especially the multipurpose facility. This task shall include the following:

- a. Recommending the best approach for maximizing revenues and other benefits. Specific recommendations should include length of naming rights terms, category exclusivity and compatibility guarantees, and discussion of possible reciprocal business activities.
- b. Developing the advertising package by determining whether to sell each sponsor placement individually or bundle the assets into packages.
- c. Identifying any feasible alternative approaches.

### **Task 3: Strategic Plan Naming Proposal**

The successful consultant will develop a naming rights proposal to identify and solicit potential clients. This task should include the following:

- a. Recommending a process for soliciting and selecting naming rights clients.
- b. Constructing a prospect list of organizations, businesses, individuals and nonprofits.
- c. Research prospective companies in Elk River and the region that may be interested in naming sponsorship packages.
- d. Review community input from meetings, requests made to city officials and from interviews with business organizations to get leads of priority prospects.
- e. Implementing the timeline for marketing and negotiation of naming rights agreements with potential clients.
- f. Constructing a preliminary proposal that highlights the naming sponsorship opportunities.
- g. Developing the required letters of intent and associated agreements necessary to secure sponsors, naming rights organizations and advertisers.

### **Phase One Duration**

This contract shall remain in effect until August 1, 2020.

## Phase Two

The selected service provider will guide the sales of the sponsorship assets identified in Phase One of the sponsorship program development.

The following is a detailed description of the proposed work plan to accomplish **Phase Two** of this project.

1. Implementing the marketing plan and contacting potential clients. Provide scenario perspectives of the consultant making direct sales visits of priority prospects with some city official support. Also, provide scenario perspectives of city officials identifying the sales with minimal support from the consultant. Provide the professional consultant fee to fit these scenarios to be a base fee amount and/or a graduated percentage level of sales.
2. Assisting the City of Elk River in negotiating agreements with potential clients and making recommendations for adjustments of new information necessary to fit the market place as it evolves.
3. Assisting the City of Elk River in developing any necessary documents to implement individual naming rights agreements.
4. Continuing to review community input to assess sponsorship related trends, requests made to city officials from interviews with businesses and organizations in order to gather leads for priority prospects.

### Phase Two Duration

This contract shall begin August 1, 2020 and extend through December 31, 2021.

### Consultant Submittal Requirements

Responses to this Request for Proposal must include the following information:

1. A cover letter indicating the consultant's interest in the project and highlighting its qualifications to perform the project.
2. A description of the firm's proposed methodology to completing the inventory and valuation of assets; approach to sponsorship packaging and sponsorship engagement as well as the ROI.
3. The consultant's capabilities and experience in sponsorship inventory and valuation including specific successful examples with municipalities and parks and recreation programs. Provide a minimum of three references from within the past seven years. References should include organization, contact person, email and telephone number.
4. Provide a minimum of two specific examples outlining the financial return on investment from previous parks and recreation departments/municipalities with which you have consulted.
5. List of sub-consultants and other outside associates to be used by your consulting firm.
6. The consultant cost shall be a Not to Exceed Fee. Reimbursable costs including details of service or items and applicable charge per unit. All proposed expenses must be itemized with a grand total submitted.

## **City of Elk River Requirements**

The City of Elk River shall provide relevant requested information on all the above stated phases and tasks.

1. Providing insight into planning relative to the use of the multipurpose facility, Active Elk River, knowledge of the community and in particular, user groups and stakeholders.
2. Provide the consultant office space when in the community working on this project.

## **Consultant Selection**

Proposals will be reviewed and based on the following criteria:

1. Consulting firm and key project staff experience
2. Proven track record in successfully completing similar projects
3. Proposed approach to completing the project
4. Consultant's experience with municipal parks and recreation facility naming opportunities
5. Proposed project schedule
6. Proposed Consultant cost for phases one and two.

Following review of the proposals by the City, only selected Consultants may be asked to make oral presentations of their proposals to City officials. Staff will select a Consultant to negotiate a contract as follows:

1. If for any reason, a firm is not able to commence the services in that firm's proposal within 30 days of the award, the City reserves the right to contract with another qualified firm.
2. The City shall not be liable for any expenses incurred by the Consultant prior to the signing of a contract including, but not limited to, the Proposal preparation, attendance at interviews, and/or final contract negotiations.
3. The Proposal must be signed in ink by an official authorized to bind the Consultant to its provisions that will be included as part of an eventual contract. The Proposal must include a statement as to the period during which the proposal remains valid.
4. The City reserves the right to reject any and all proposals or to request additional information from any or all of the proposing firms.

## **Contract Terms and Conditions**

Upon selection of a Consultant, an agreement or contract for services shall be entered into by the city and the Consultant. It is expected that the contract will provide for compensation for actual work completed on a not to exceed basis, with the following conditions:

1. Deletions of specific components, such as individual project meetings, will be at the discretion of the city. Billing that exceeds the not to exceed amount will not be compensated unless a contract extension has been approved in advance by the City Council.
2. The city shall retain ownership of all documents, plans, maps, reports, and data prepared under this proposal, hard copies and digital documents.
3. If, for any reason, the Consultant is unable to fulfill the obligations under the contract in a timely and proper manner, the city reserves the right to terminate the contract by written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed to that point at the discretion of the Parks and Recreation Director.

4. The Consultant shall not assign or transfer any interest in the contract without prior written consent of the city.
5. The Consultant shall maintain comprehensive general liability insurance in accordance with Section 466.04 of the Minnesota Statutes.
6. The Consultant shall defend, indemnify and hold harmless the City of Elk River, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the Consultant's (including its officials, agents, sub consultants or employees) performance of the duties required under the contract, provided that any such claim, damages, loss, or expense is attributable to bodily injury, sickness, diseases or death or injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Consultant.
7. The Consultant contract shall be governed by the laws of the State of Minnesota.
8. Projects summaries shall be submitted with each invoice during the course of this project. Each summary shall detail the amount billed to date, outstanding work items with costs to completion, and timelines. Invoices submitted to the city shall include a detailed breakdown of all chargeable items for that period.

## **Appendix**

- Multipurpose Facility Design and Renderings
- Standards Professional Services Agreement

**Professional Fees**

Professional fees related to the above mentioned scope of work include all expenses and will be billed as a lump sum commensurate to complete the work.

**Phase One** Total Proposed Fee (not to exceed) \$ \_\_\_\_\_

**Phase One** Total Itemized Expenses \$ \_\_\_\_\_

**Phase Two** Total Proposed Fee (not to exceed) \$ \_\_\_\_\_

Details or Explanations for Phase Two (a base flat fee, percentage of sales, etc.)

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**Phase Two** Total Itemized Expenses \$ \_\_\_\_\_

Submitted By:

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**Name and Title**

**Date**



13065 Orono Parkway  
Elk River, MN 55330

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## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made this \_\_\_\_ day of January, 2020, between the City of Elk River, Minnesota (“City”), whose business address is 13065 Orono Parkway, Elk River, MN 55330 and \_\_\_\_\_ (“Consultant”) whose business address

\_\_\_\_\_.

### PRELIMINARY STATEMENT

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms, or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the professional services Consultant will provide in connection with Naming Rights, herein referred to as the “Work”.

The City and Consultant agree as follows:

1. **Work.** The Consultant agrees to provide the professional services described in Exhibit “A” attached hereto (the “Work”).
2. **Time for Performance of Services.** The Consultant shall perform the services described in Exhibit A according to the schedule attached as Exhibit B, hereto.
3. **Compensation for Services.** City agrees to pay the Consultant \$ \_\_\_\_\_ for the Work. Any changes in the scope of the Work which may result in additional compensation due to the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
4. The City agrees to provide the Consultant with the information required to complete the Work.
5. **Method of Payment.** The Consultant shall submit itemized bills for professional services performed under this Agreement on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

6. **Project Manager and Staffing.** The Consultant has designated the individuals identified in Exhibit A as the Project Manager to serve on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the completion of the Project in accordance with the terms established herein. Consultant may not remove or replace the Project Manager without the approval of the City.
7. **Standard of Care.** Standard of Care. Consultant shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily exercised by members of the profession under similar circumstances in Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs or damages arising from unreasonable delays in the completion of the Work.
8. **Audit Disclosure.** The Consultant shall allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to the work performed under this Agreement. Any reports, information, data, etc. given to, or prepared or assembled by, the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided.
9. **Term.** The term of the Agreement shall be from January, \_\_\_\_2020 through \_\_\_\_\_ the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
10. **Termination.** This Agreement may be terminated by the Consultant effective upon sixty (60) days' written notice delivered to the City at the address written above. The City may terminate this Agreement effective immediately, upon written notice to the consultant. Upon termination under this provision, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination.

If, however, the City terminates this Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the Work.

11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
13. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the prior written consent of the other party.
14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for in Exhibit A shall be honored by the City.
15. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
16. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
17. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, as amended, and the Minnesota Rules promulgated pursuant to Chapter 13. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
18. **Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

19. **Indemnification.** Consultant agrees to defend, indemnify and hold harmless the City and its officials, employees and agents from any liability, claims, damages, costs, losses judgments, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.

**20. Insurance.**

A. **General Liability.** Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Consultant’s coverage shall be primary and noncontributory in the event of a loss.

B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Workers Compensation	Statutory Limits
Employer’s Liability	<ul style="list-style-type: none"> <li>\$500,000 each accident</li> <li>\$500,000 disease policy limit</li> <li>\$500,000 disease each employee</li> </ul>
Comprehensive General Liability	<ul style="list-style-type: none"> <li>\$1,500,000 property damage and bodily injury per occurrence</li> <li>\$2,000,000 general aggregate</li> <li>\$2,000,000 Products – Complete Operations Aggregate</li> <li>\$100,000 fire legal liability each occurrence</li> <li>\$5,000 medical expense</li> </ul>

Comprehensive Automobile Liability	\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.
Umbrella or Excess Liability	\$1,000,000

- C. The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
- a. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
  - b. Products and Completed Operations coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work. Said coverage shall apply to bodily injury and property damage arising out of the products-completed operations hazard.
  - c. Personal injury with Employment Exclusion (if any) deleted.
  - d. Broad Form CG 0001 0196 Contractual Liability coverage, or its equivalent.
  - e. Broad Form Property Damage coverage, including completed operations, or its equivalent.
  - f. Additional Insured Endorsement(s), naming the “City of Elk River” as an Additional Insured, on ISO form CG 20 10 07 04 or such other endorsement form as is approved by the City.
  - g. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
  - h. “Stop gap” coverage for work in those states where Workers’ Compensation Insurance is provided through a state fund if Employer’s liability coverage is not available.
  - i. Severability of Insureds provision.

D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a

professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City. Said policy shall provide an aggregate limit of \$2,000,000. Said policy shall not name the City as an insured.

- E. Consultant shall maintain in effect all insurance coverages required under this Agreement at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:
- a. All policies, except the Professional Liability Insurance policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
  - b. All policies, except the Professional Liability Insurance policy, shall be applied on a "per project" basis;
  - c. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Elk River";
  - d. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Elk River" as an additional insured;
  - e. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and
  - f. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to the City.

**A copy of the Consultant's Certificate of Insurance which evidences the compliance with this Paragraph 20, must be filed with City prior to the start of Consultant's Work.** Upon request, a copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of

insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

- F. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its subcontractors, agents, employees, or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

- a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

21. **Records Access.** The Consultant shall provide the City access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this contract are closed.
22. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City. The City may use the Information for its purposes and the Contractor also may use the Information for its purposes. Reuse

of the Information for the purposes of the project contemplated by this Agreement (“Project”) does not relieve any liability on the part of the Contractor, but any reuse of the Information by the City or the Contractor beyond the scope of the Project is without liability to the other, and the party reusing the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.

23. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in Exhibit A, without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant’s receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney’s fees, incurred in bringing the action. In addition, no subcontractor can file a lien against the City.
24. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Elk River unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
25. **Conflicts.** No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void. Any federal regulations and applicable state statutes shall not be violated.
26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

27. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

28. **Governing Law.** This Agreement shall be controlled by laws of the State of Minnesota.

Executed as of the day and year first written above.

**City of Elk River**

\_\_\_\_\_  
Mayor

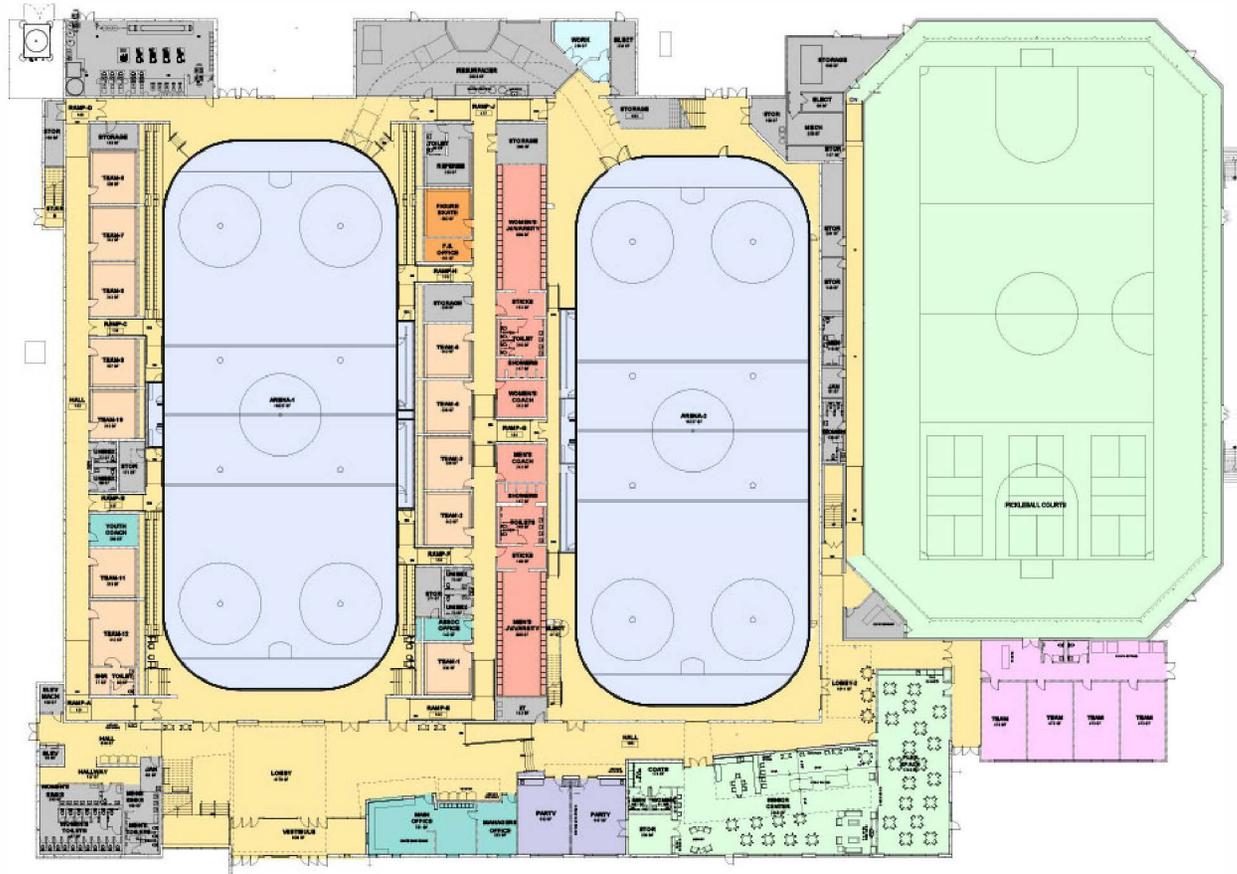
\_\_\_\_\_  
City Clerk

**Firm Name**

By: \_\_\_\_\_

Its: \_\_\_\_\_

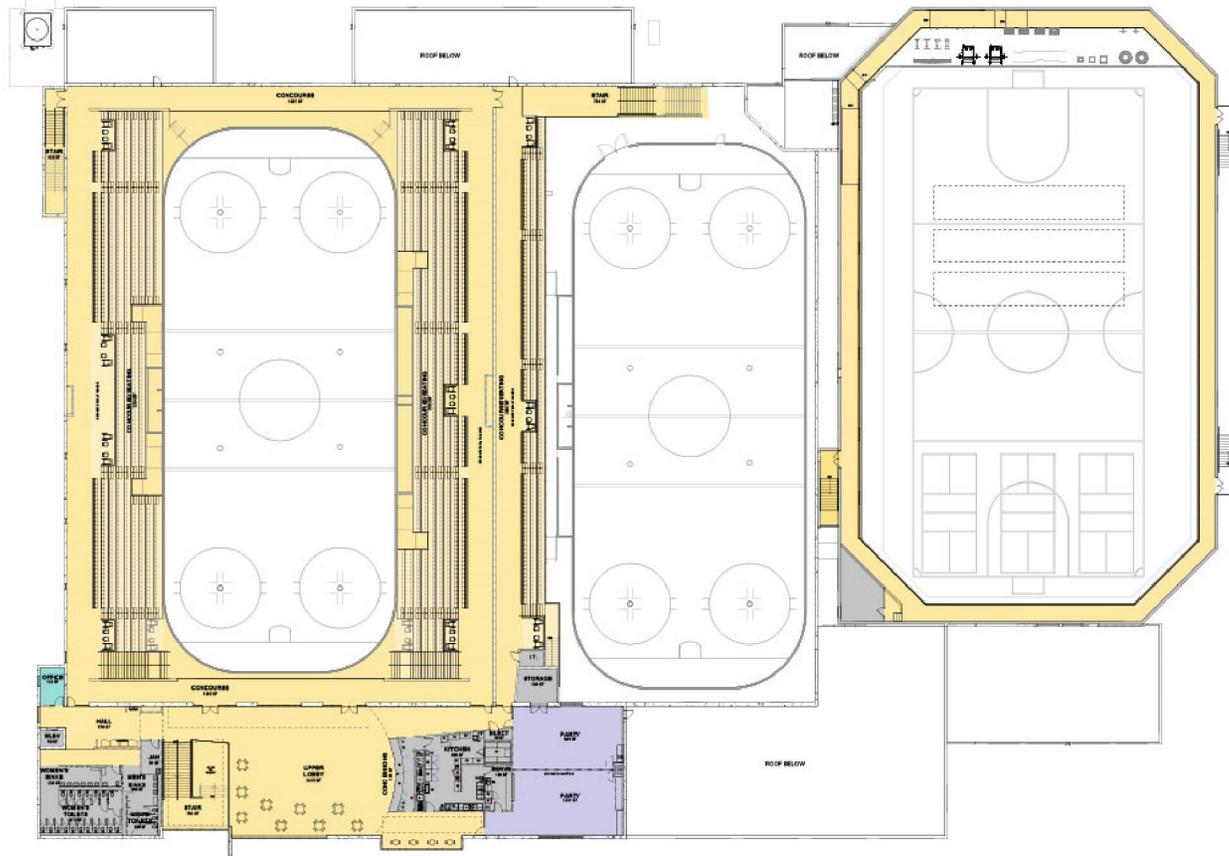
# Main Floor Plan



**ELK RIVER RECREATIONAL FACILITIES**  
MAIN LEVEL – 86,873 SF (NEW) + 33,195 SF (RENOVATED)



# Concourse Floor Plan



**ELK RIVER RECREATIONAL FACILITIES**  
CONCOURSE LEVEL – 32,058 SF

Rendering: Exterior



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292DesignGroup

Rendering: Exterior



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# Rendering: Interior



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