

Application for Continuation of
Existing Grant

DE-FG02-04CH11230

submitted to

The United States Department of Energy

by

Earthpark: A National Center for Science Literacy
and the Environment

November 30, 2007



earthpark™

Inspiring generations to learn
from the natural world™

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POINTS OF CONTACT

Recipient Organization:

Earthpark f/k/a Iowa Child Institute

Administrative Point of Contact:

Name:

David A. Oman

Title:

Executive Director

Telephone:

515-243-9300

FAX:

515-243-3785

E-mail address:

david.oman@earthpark.org

Technical/Programmatic Point of Contact:

Name:

John Norwood

Title:

Director of Finance

Telephone:

515-243-9300

FAX:

515-243-3785

E-mail address:

john.norwood@earthpark.org

FINANCIAL PAYMENT SYSTEM POINT OF CONTACT (POC)

The U.S. Department of Energy (DOE) Chicago Office intends to provide payments via the U.S. Department of Treasury Automated Standard Application for Payment system (ASAP). After the appropriate enrollment process, recipients using ASAP will be able to request payments (advance and/or reimbursement), as needed, without prior authorization for individual invoices. Payments requested through ASAP will be deposited to the recipient's banking establishment via "wire transfer".

Please provide the following point of contact information to initiate the ASAP process with the Department of Treasury. The Department of Treasury will contact those institutions not currently using ASAP to initiate the enrollment process.

Name: (POC)	Rachel Smith
Organization:	Earthpark f/k/a Iowa Child Institute
Address:	1533 Linden Street, Suite 200
	Des Moines, IA 50309
Phone#:	515-243-9300
Fax #:	515-243-3785
Email Address:	rachel.smith@earthpark.org
Employer Identification # (EIN):	42-1506245
DUNS Number:	064630424

If you have any questions regarding the conversion to ASAP, please contact:

Therese Williams
DOE Chicago Office
Accounting and Finance Group
Phone: 630/252-2362
Email: therese.williams@ch.doe.gov

November 27, 2007

**PROJECT INFORMATION SHEET
(Attach extra pages as needed)**

Title and Location of Project

Project Title: Earthpark – A National Center for Science Literacy and the Environment

Location: Pella, Iowa (unincorporated Marion County), near the northeast shore of Lake Red Rock.

Brief Physical Description of Project (if construction or renovation, indicate square footage involved; if equipment purchase, please describe item(s) and where they will be located in your facility)

The original 2005 project vision called for a 300,000 square foot (SF) facility, including 160,000 SF of enclosed, indoor biome space and 140,000 SF of programming space. The budget presented in this application calls for the construction of a project that has smaller aquarium elements and a reduced scale (17%) to 250,000 SF. The proposed large volume, high efficiency, iconic designed facility will be placed on a 70 (+/-) acre rural site, overlooking scenic Lake Red Rock and adjacent to more than 50,000 acres of federally protected US Army Corps of Engineers land.

Earthpark will be part of a 240-acre “green” master planned “live, learn, play” campus. The Earthpark campus (formerly known as “The Point Development”) will include co-located economic development amenities, including a large destination waterpark-hotel and conference center, residential units, and recreational and commercial features, as described in the March 2007 CH Johnson Feasibility Report summary. In addition, the Earthpark development team is considering some possible high technology components for the campus.

The state-of-the-art energy system noted in the application will be a critical part of Earthpark, the Earthpark Campus, and this rural development effort. Some of the on-site campus energy generation systems could include energy from windpower, photovoltaic panels, fuel cells, and geothermal energy storage and exchange. A number of these systems will be designed to be accessible to visitors and students, and featured as part of Earthpark’s “back-of-the-house” programs.

Depending on the final project budget, Earthpark’s facility size and scope may need further adjustment. As presented in this application, Earthpark is basing its

current \$165.5 million capital and startup budget on a facility size and scope of approximately 250,000 SF.

Project Schedule & Milestones (If this information is available in another format, e.g. computer-generated diagrams, charts or narrative-type summary, please attach or send file electronically)

In 2005, a detailed project schedule was completed by Kajima Urban Development (KUD) as part of their engagement as Earthpark's project and pre-construction manager. As the "at-risk" manager, KUD is responsible for delivering the project on-time and on-budget. The original project schedule contemplated a 17-month concept and schematic design period, and a partially overlapping 30-month construction build period. Anticipated opening was originally scheduled for 2010.

An updated project schedule has been provided by Grimshaw (Tab 2) that will allow for a "distributed build" of building components including the biome, the visitor's center, the energy center, a technology center and outdoor amenities. This schedule will have increased definition with the completion of the final concept design in Q1 2008.

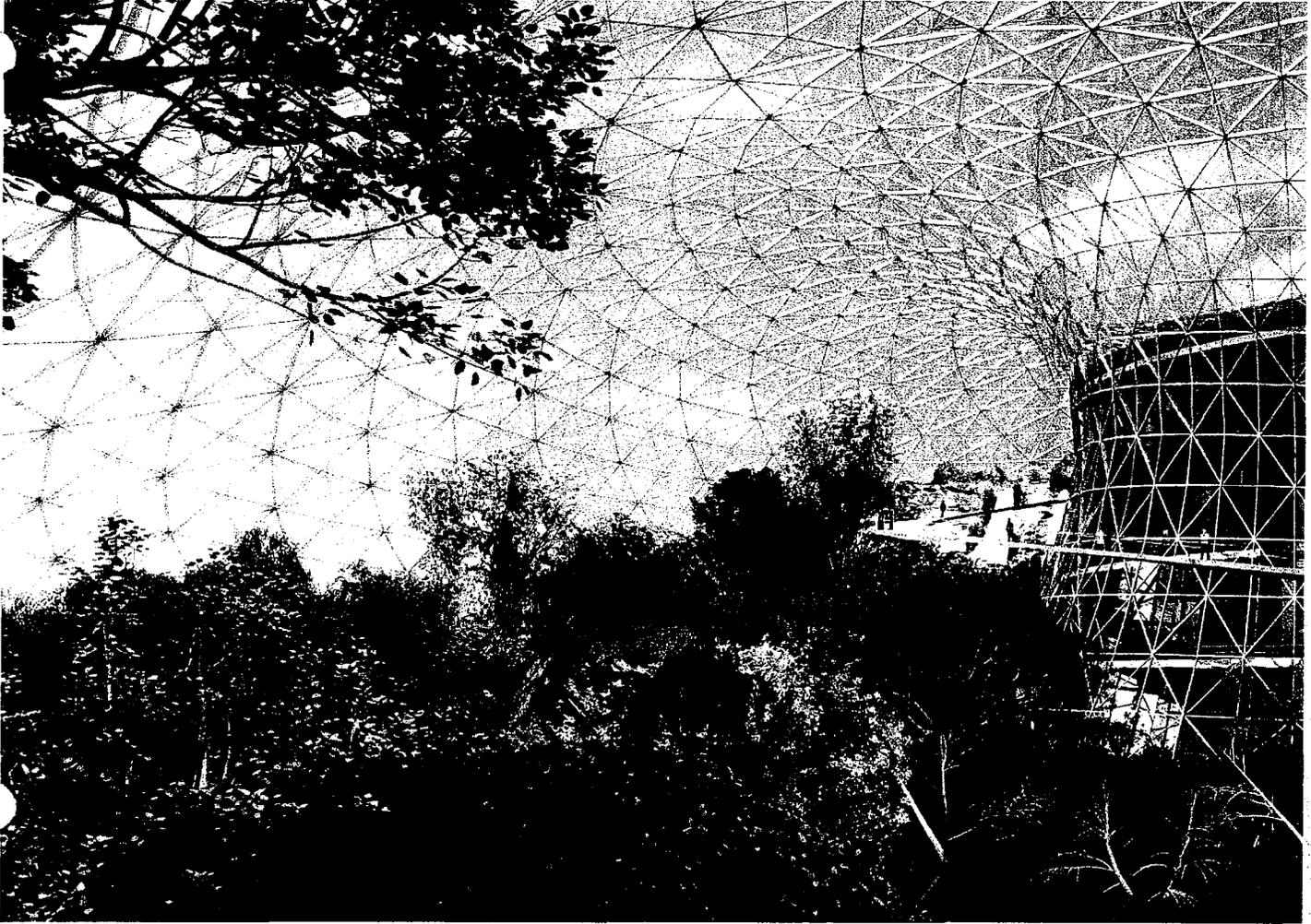
The main biome will likely open in the first half of 2012, and it is likely the visitor's center, featuring the Earthpark construction story, and other early installation features will be completed in 2010. A similar strategy was employed with the construction of the Eden project, which drew nearly 500,000 visitors during construction to learn about the project.

During the later part of Earthpark's 30-month construction and startup window, many plants and animals will need to be transported to the facility during the warmer summer months preceding the facility opening. Therefore, the biome enclosure will need to be completed and the space "conditioned" the year preceding opening so that plants and animals can be sustained through the facility's first winter season.

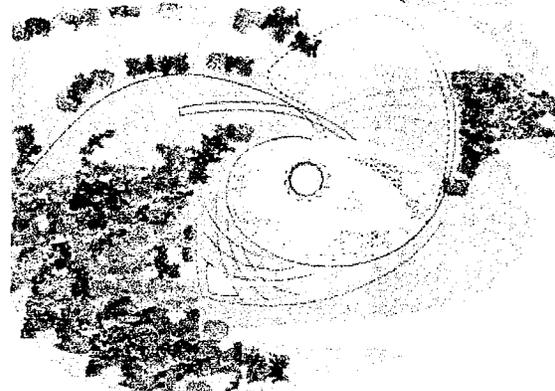
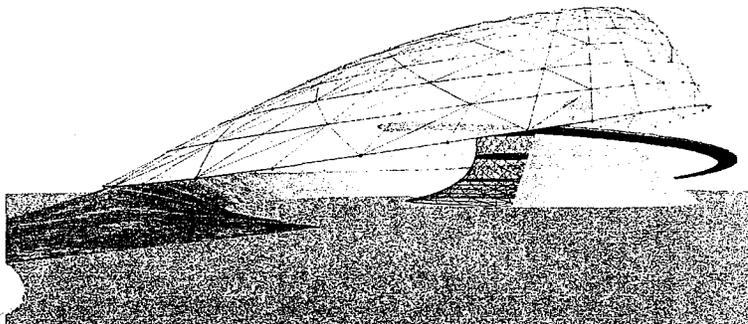
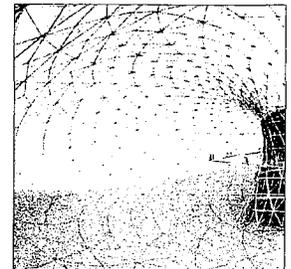
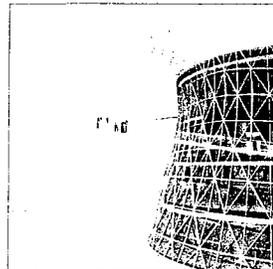
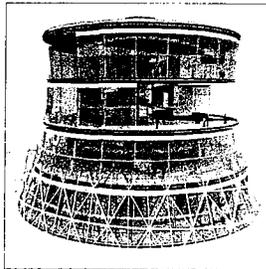
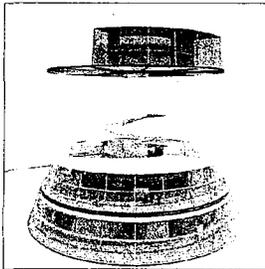
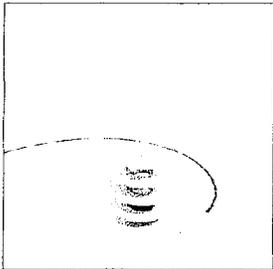
It is expected that the Earthpark "green campus" construction story will be among Earthpark's first highly touted interactive educational programs, with a host of possible learning modules from engineering to ecology. Construction work is scheduled to begin as early as late 2008 pending completion of design work, zoning, permitting and construction approvals.



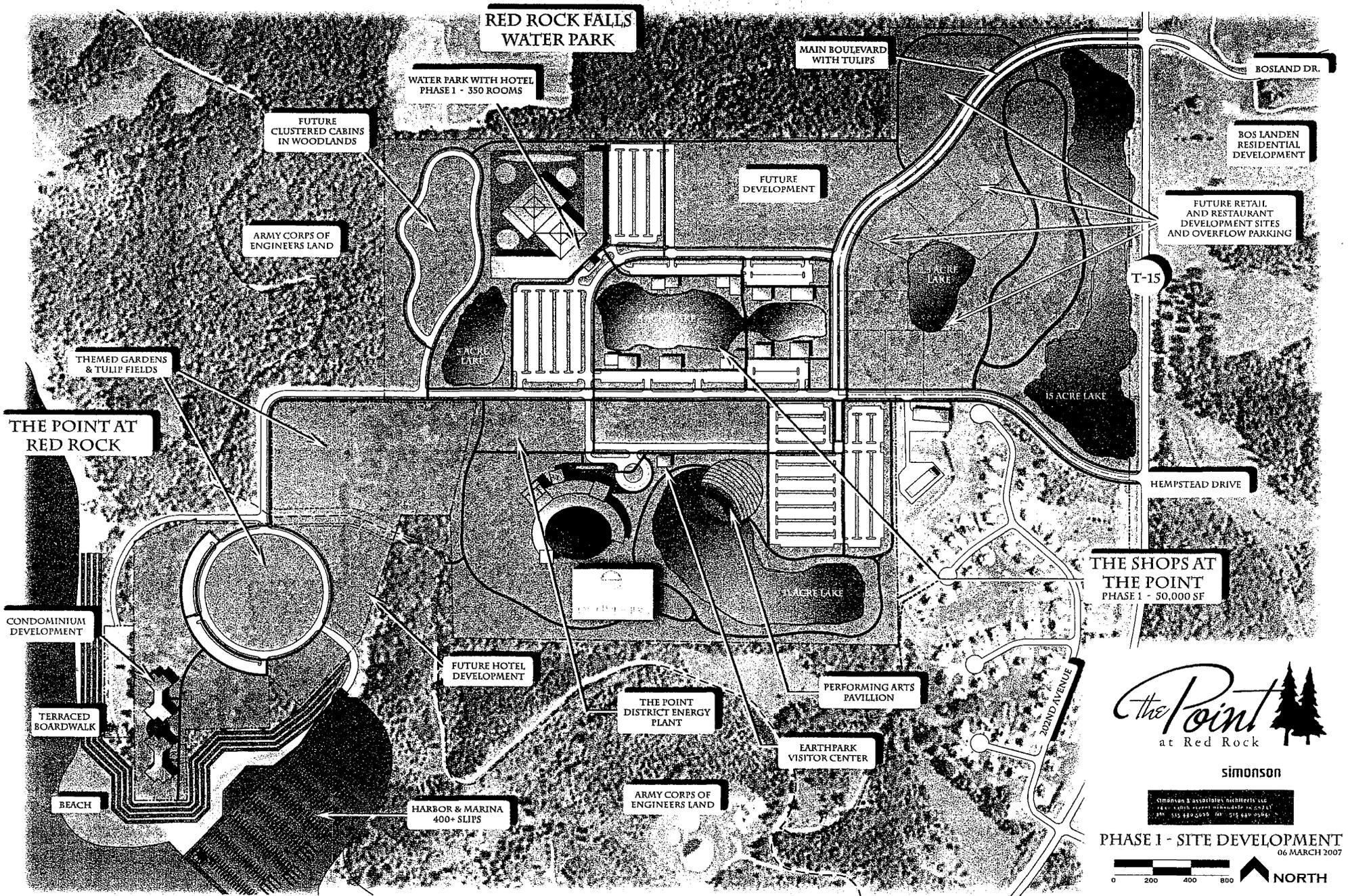
earthpark concept design



The soaring clear-span grid shell is supported by the central core structure, and clad in ETFE foil, the same material used on the Eden Project in Cornwall, UK. The core functions both as a mechanism to greet and distribute visitors throughout the building as well as a primary support structure, linking the tree canopy to its trunk.



Earthpark's iconic architecture and its deeply interactive exhibits and learning spaces will encourage the visitor to explore and engage in active learning.

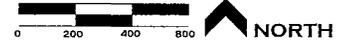


The Point
at Red Rock

simonson

simonson & associates architects llc
4600 148TH AVENUE NE MINNETONKA, MN 55345
TEL: 952-892-0255 FAX: 952-892-0256

PHASE 1 - SITE DEVELOPMENT
06 MARCH 2007





A National Center for Science Education and the Environment

*Imagine a place that motivates children to experience the wonders of life.
Imagine an immersive learning center that lets nature teach, discover and grow.
Imagine a novel design that is playful, educational and fun.*

Imagine a Benchmark.

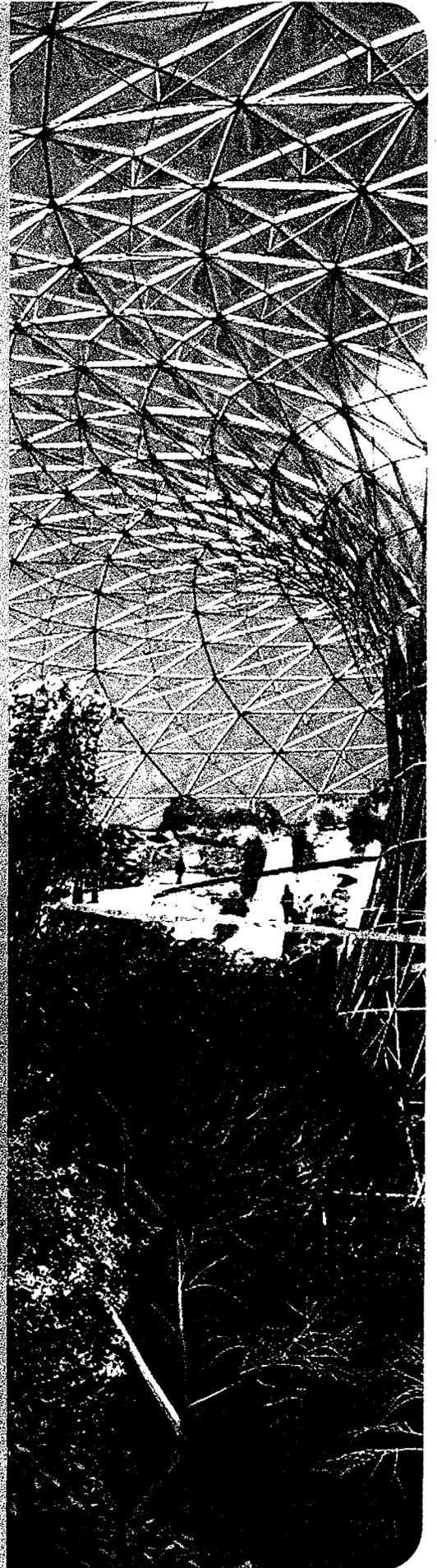


From the center of the North American continent emerges Earthpark. An iconic, immersive environmental learning center is positioned at the virtual nexus of nature and science, business and education, hope and endeavor. Earthpark will serve as an innovative catalyst for change in the discovery, development and deployment of new ecological efficiencies, new ways of being stewards of our world.

As part of a 240-acre master-planned green development overlooking Red Rock Lake near Pella, Iowa, Earthpark is poised to model a unique environmental learning experience. The leading edge, environmentally friendly campus will include a national center for science literacy, destination resort "live, work and play" amenities, and a diverse array of partnerships with public, private and nonprofit organizations, focused on the advancement of sustainable and restorative living practices.

Earthpark has assembled a world-class team with international reputations for excellence: Grimshaw Architects, designers of UK's Eden project; KUD International, global developers of unique educational, cultural and mixed-use projects and attractions; Lyons/Zaremba exhibit designs; Arup Group, Ltd., environmental designs; John Picard, environmental technology; Syska Hennesy, environmental engineers; and a distinguished board of directors.

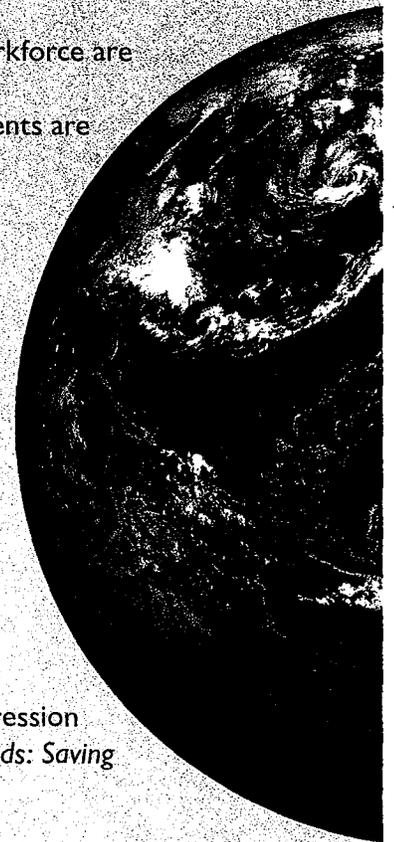
Founder Ted Townsend's vision "to create a world-renowned environmental educational resource where the most advanced and effective life science teaching methods are demonstrated and shared" is coming forth. Join this epic journey.



Earthpark Mission: "Inspiring generations to learn from the natural world."

1. Life on Earth is threatened by the growing human population, climate change and the cumulative impact individuals have on our global life support system.
2. Transformational learning experiences are required to alter human behavior and individual decision-making on the necessary global scale.
3. Our nation needs a nexus for the ecological literacy movement and a model for sustainable and restorative living.

1. Critical shortages of professional scientists and engineers in the U.S. workforce are threatening U.S. global competitiveness.
2. Current educational methods cannot keep pace with rapid change; students are preparing for careers that do not yet exist, and will be asked to utilize technology that has yet to be invented to address tomorrow's problems.
3. Systemic deficiencies exist in K–16 Science, Technology, Engineering and Mathematics (STEM) education, as illustrated by:
 - a) A critical shortage of accredited STEM educators;
 - b) A lack of student interest in math and sciences fueled by the absence of meaningful and engaging forums and methods for scientific inquiry;
 - c) A focus on testing scores in math and reading that has led some educators to shift focus away from science or eliminate it from the curriculum.
4. The general public and many in leadership roles have not recognized the critical nature of environmental problems or the urgent need for transformational change, resulting in an inadequate response locally and globally to environmental degradation.
5. Our children's lack of connection with the natural world may be a factor contributing to unprecedented rates of childhood obesity, diabetes, depression and ADHD (as described by author Richard Louv in *Last Child in the Woods: Saving Our Children from Nature-Deficit Disorder*).



1. Become the premier national center for ecological literacy by demonstrating, integrating and promoting sustainable and restorative living principles across the entire Earthpark campus.
 - a. Reconnect children with nature; increase appreciation for nature and understanding of environmental issues and potential solutions among all Earthpark visitors.
 - b. Become one of our nation's premier green technology centers, a green training center for corporate America, and a model and resource for all society.
2. Become a Science, Technology, Engineering and Mathematics (STEM) career learning center for youth, parents and educators to increase awareness of and interest in STEM careers, including science and mathematics teaching.
3. Become our nation's premier professional development center for educational excellence in inquiry-based learning.

1. Partner with education groups and businesses to transparently demonstrate and build awareness of green building techniques, energy-efficient strategies, and alternative and renewable energy technologies, such as solar, wind, geothermal and biofuels.
2. Use the indoor rainforest biome, integrated aquarium, outdoor oak savannah forest and Iowa prairie to immerse visitors of all ages in the wonders and complexities of nature. Use these experiences to connect local ecology to the rest of the world, increase appreciation for nature, and initiate discussions on environmental issues and the role individuals can play in being part of the solution.
3. Increase interest in STEM careers for Pre K-16 students by developing partnerships with businesses and school districts.
4. Extend to all Iowa K-12 students the opportunity to participate in Earthpark's inquiry-based learning platform at least three times before graduation.
5. Become a unique resource for inquiry-based professional development, building on broadbased educational partnerships.





The Earthpark Story

Enhanced learning is the point of Earthpark. A national Education Design Team* laid the foundation for immersive, participatory teaching experiences, and professional educators from all levels continue to incorporate the latest research.

Virtual outreach is integral to Earthpark. Web-based learning programs, beginning during construction, will focus on "green building" methods such as design, site preparation and integrating alternative energy sources.

As Earthpark learning programs mature, educators will have access to a myriad of online teaching tools, lesson plans, activities and professional development opportunities. Online programs that mirror those on-site will be available to students, teachers and electronic visitors around the world, also serving those looking for greater depth after their in-person visit.

With its entire campus created as a natural, transparent, "green" classroom, Earthpark will host programs designed and offered cooperatively with local school districts, colleges and universities, businesses and other informal science institutions/attractions. Leading-edge technology will supplement and enhance learning; e.g., handheld computers, special glasses or earphones, data ports, "talking walls" and advanced virtual reality. Earthpark will partner with area education agencies to develop and provide experiential learning modules and other useful materials for educators, business leaders and interested visitors.

Earthpark will strive to achieve designation and associated financial support as a National Science Foundation "Science of Learning Center." We will also create Earthpark Certification for students, educators, parents, businesses, CEOs and others who actively participate in our learning programs. Methods will be developed to measure both the immediate and long-term effectiveness of these efforts. Some of these programs will be available opening day; others will be incorporated as Earthpark grows and evolves.

*The Education Design Team was funded by the U.S. Department of Education and comprised of university deans and faculty, high school principals, K-12 teachers, leaders from educational agencies and education centers around the U.S.

By demonstrating and promoting inquiry-based learning, Earthpark will complement classroom learning and help meet National Science Standards. We will adapt the innovative 5E Learning Cycle to "Engage, Explore, Explain, Elaborate and Evaluate" so students become critical thinkers and problem solvers. Some experiences will be teacher-directed, others may be led by an Earthpark instructor or trained facilitator. Examples may include:

- Classes and workshops on a wide range of topics from predators or composting, to nature photography or green technology.
- Self-guided learning tours to explore concepts such as biodiversity and photosynthesis, or the water cycle.
- Virtual reality will transport students to ecosystems and environmental "hot spots" around the globe, providing amazing, memorable learning experiences.
- Fieldtrips customized to age level and content areas, and taught through inquiry-based instructional methods.
- Internships for high school and college students
- Science day camps for pre-K through middle school, and science adventure camps for high school students combining survival skills, leadership and team building.
- Career camps to consider professional opportunities in Science, Technology, Engineering and Mathematics (STEM) education, environmental and energy sciences.
- Events that inspire students to embrace community conservation and promote interest in the sciences. These could include the FIRST robotics competition or Sally Ride Science Festivals.





Earthpark will offer on-site and online classes and workshops to prepare new teachers for the classroom, update and refresh experienced teachers, and help current teachers recruit and mentor students considering Science, Technology, Engineering and Mathematics (STEM) careers. Examples may include:

How Do We Learn?

Teachers will explore current research on how we learn and will then be able to develop strategies to reach each student's personal best.

Inquiry Learning in Natural Settings

With the entire campus as their classroom, teachers will experience a new range of multidisciplinary classes and workshops. They will recognize the endless possibilities for experiential learning in their school yard, a vacant lot, garden, nearby stream or farm. Teachers will build the confidence to engage children's natural curiosity through experiencing the process of science, while developing critical-thinking and problem-solving skills.

Project-Based Learning

Teachers will learn to engage students in projects focused on ecology in their local communities. Project-based learning helps students see connections, synthesize information and become problem solvers. Community-wide projects build a sense of place, pride and teamwork as students identify, analyze and work cooperatively with others to solve a community problem.

Enhancing Curriculum with Current Events

Seminars, movies, documentaries and multiple speaker series will focus on topics ranging from climate change to children's health.

Earthpark will deliver a unique experience for visitors of all ages, providing access to the indoor rainforest biomes and integrated aquarium features, as well as Iowa's surrounding natural ecology, from oak savannah forest to tall-grass prairie. Visitor experiences will be diverse and layered to satisfy many interests and levels of exploration. Examples may include:

- Friendly and knowledgeable facilitators located at exhibit stations throughout Earthpark who will interact with visitors, provide personal attention and encourage visitors to ask questions and develop a deeper understanding of the experience.
- Onstage and backstage tours highlighting the plants and animals in the indoor and outdoor biomes, the building systems or aspects of green-building design across the campus. Custom tours/programs on green building will be available to corporate groups.
- Scavenger hunts, natural obstacle courses and kids "Adventure Zones" to engage and entertain families with young children throughout Earthpark.
- The latest in virtual reality technology, transporting visitors to ecosystems and environmental "hotspots" across the globe.
- Meet-and-greets with Earthpark staff scientists, caretakers and visiting faculty and scientists, to add depth to visits and inspire young future scientists.
- Classes and programs for adult learners, from specialty garden clubs or bird watching to classes on nature photography or tropical fruits.
- Celebrate Iowa! tours that link visitors with local and regional events, from Pella's Tulip Time festival in May to the Iowa State Fair in August, among others.

Unforgettable,
Life-Changing
Experiences



Former Governor of Iowa

Iowa State Senate

Meredith Corporation (retired)

EarthEcho International

U.S. Green Building Council

Grant Wood Area Education Agency

Young & Rubicam (retired)

Iowa Public Television Board

Iowa State University

Gazette Communications

Iowa Supreme Court (retired)

Earthpark

Earthpark

Trees Forever

Becky's

Central College

Dr. B.A. Smith

University of Northern Iowa

Eastwood

Founder



www.earthpark.org

1533 Linden Street, Suite 200
Des Moines, Iowa 50309, USA
(515) 243-9300

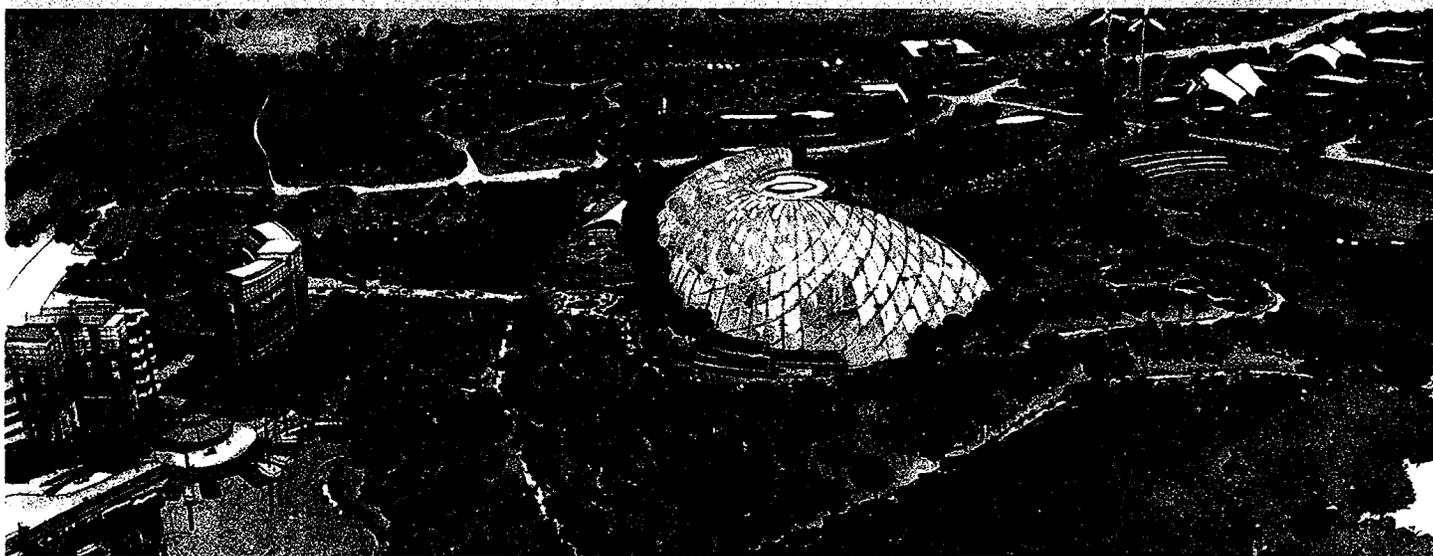


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**** Designates Sections presented in the Abridged Version***

I. INTRODUCTION

INTRODUCTION

The Point Development District

COMMITMENT TO THE PROJECT

A number of years ago the Iowa Child Institute, an IRS chapter 501-(c)(3) not-profit corporation, embarked on a journey to establish a new venue - "an Earthpark" dedicated to "inspire generations to learn from the natural world."

This effort will culminate in the development of a world-class facility, unique in the United States, where state-of-the-art "green" technology and environmental leadership is used to provide a rare immersive learning experience for individuals spanning the generations.

In pursuit of this mission, Earthpark will go beyond traditional not-for-profit educational venues, such as aquariums, zoos, botanical and science centers, by offering rare and authentic natural habitats that teach the lessons of the natural world while encouraging new ways of learning.

Located near other science-based facilities, such as the Neal Smith National Wildlife Refuge Prairie Learning Center and the Great Ape Trust of Iowa, Earthpark will transform the Red Rock area into a national center for environmental learning.

A large mixed-use real estate development, the Point Development District, will be built simultaneously with the Earthpark facility. The associated developments, discussed below, will complement the Earthpark facility and aid in the district's ability to attain "destination" status in the eyes of visitors from a regional and national area. The purpose of this report is to present a specific vision for Earthpark and the Point Development District and to provide an implementation plan that will assure that this vision is realized.

The public benefits of this development can be significant. These benefits include:

- (i) Creation of hundreds of one-time and permanent jobs in Pella and South-Central Iowa;
- (ii) Economic impact of new spending by regional and Out-of-State visitors to Pella;
- (iii) Direct spending occurring from the sourcing of goods and services from local, regional and statewide businesses;
- (iv) Increased tax revenue to the city, county, and state as a result of direct and indirect spending from the development.

INTRODUCTION

The Point Development District

The size of this project will allow Pella and the tri-county region to become a force in the tourism market for the Midwest.

Research from comparable developments and industry experts clearly suggest the Point Development District must develop destination appeal if it is to compete for visitors on a regional and national level.

For this reason, the developers have carefully identified other land uses for the district which have the ability to generate, collectively, "destination appeal." The Point Development District (Phase One) will include: an indoor/outdoor hotel waterpark resort; residential living units; retail space for specialty retailers; an amphitheatre and marina. These components will be thoughtfully laid out within a "green" campus masterplan with key sustainability features and "live, work, play" drivers.

The Point Development District is located on the northern-eastern shore of Lake Red Rock, approximately 45 miles from Des Moines, IA. Now located in a sparsely populated area, this project will transform a rich, bucolic area into an attractive destination that capitalizes on natural resources, and visitor driven amenities that reflect the historic and progressive culture of the region. Together these elements will act as a magnet for residents and visitors who wish to participate in this unique offering.

PROPOSED LAND USES

The proposed land uses within the development are designed to create a unique visitor experience and meet certain operational and financial requirements for the individual components of the overall development. The development plan recommends certain elements, but is flexible and designed to allow for shifts in future market conditions.

- **The Earthpark Complex** - Earthpark will be the cornerstone facility that ensures this development achieves "destination" appeal. This facility will be unique in the United States and create a new type of visitor experience in the amusement/theme park industry with an educationally driven mission. The Earthpark complex will consist of several components on the campus including: Upland cloud, Lowland and Flooded forest biomes; Education center; Multilevel core and program galleries; Lobby and Visitor Services; Building support, and Gift Shop and Themed restaurant. The total facility will comprise approximately 293,000 SF.
- **Hotels** - In the first phase of development, a 350-room full-service indoor waterpark hotel resort with a large block of conference space is the most logical choice. An indoor waterpark resort, if completed at scale, will complement the effort of Earthpark to create destination appeal for the development. This category of resort is experiencing explosive growth and consistently drawing

demand from a radius of 180 miles or more. It is envisioned that the waterpark hotel will open at the same time or before Earthpark. This property must be developed on a grand scale in order to attract visitation from beyond the regional area. The hotel property will consist of at least 350-guest rooms and hotel condo units, an indoor/outdoor waterpark, conference center, full-service spa, restaurant, ice cream parlor and gift shop.

The hotel property will provide the necessary amenities to attract large group business. The Earthpark facility will provide a unique attraction to convention attendees, which is rarely offered at competing destinations. It is recommended that land be set aside for development in subsequent phases. An additional conference hotel may be added in order to support meeting activity if demand is present.

A second hotel is called for in masterplan. This property, when developed, will be a boutique property offering high-end accommodations and a more luxurious experience. The boutique hotel will thrive predominately on leisure business from travelers looking for a luxury experience at a vacation destination. Currently, there is little in the Pella market to satisfy this demand.

It is recommended that the land set aside for this property is in close proximity to the lake to ensure rooms/suites have water views to enhance the destination experience. This hotel and the waterpark hotel are *not* expected to cannibalize business from Pella and surrounding area hoteliers, as discussed in further detail later in the report.

- **Retail** - Through private investment, the development will offer specialty retail that is targeted at conference attendees, tourists, and local residents. A mix of restaurants, retail and entertainment establishments will offer a unique atmosphere and compliment the other land uses. The development of retail that appeals to visitors and residents is particularly important to make it economically viable during daytime and evening hours.

Market analysis shows that a critical mass of 50,000 square feet of leasable retail space can and should be developed within the first phase of the project. The retail space will consist of restaurants, boutique shopping, pharmacies and a small block of office space. Additional retail areas may be developed or expanded in future phases.

- **Residential Development** - Residential development will help generate a critical mass of activity and create an attractive atmosphere within the development. The condo units will be situated to capture the views of Lake Red Rock. The build out for residential condominium units is estimated at 300 units over a five-year period. The supply and demand characteristics of the area do not support the 800 units called for in the original masterplan. It is recommended that additional

INTRODUCTION

The Point Development District

land be identified and set aside should the supply and demand demographics of the area evolve to a market capable of greater residential absorption.

- **Cottages** - The masterplan calls for cottages to be constructed in the Earthpark development, but not pursued in Phase One. Cottages will eventually provide an additional lodging opportunity with amenities that aren't available in hotels such as living and dining rooms, full service kitchens, private swimming pools etc. Cottages may range in size from four to twelve bedrooms. It is recommended that the cottages are placed with waterfront views and/or placed in wooded areas for an element of privacy for the owners and groups using them.
- **The Point Marina** - A new marina will provide additional capacity on the lake and supplement the existing offsite Marina, located about 20 minutes to the west. Subsequent to this investment, the new Point Marina will serve as an anchor for lake activity at the development. Residents will be able to store watercraft and rental opportunities will exist for vacationers.

Phase One of the masterplan calls for a 150-slip marina which will be capable of expansion to over 400 slips. The marina will include a public boat launch, pier and other amenities, such as boat rental, pump out, and ship store. The marina and in-water amenities will be available for use by the general public.

- **Amphitheatre** - The masterplan calls for an amphitheatre capable of hosting regional to national performing artists. The venue will also be positioned to aid the local and regional performing arts communities. Johnson Consulting recommends a versatile multi-use platform that is modeled after the performing arts pavilion at the Eden Project, in Cornwall, U.K. The stage area will be designed to have multiple uses. At the Eden Project, the pavilion is used during summer months for concerts, and then converted into an Ice Rink during the winter months, including the Time of Gifts Festival. This type of facility has no fixed seats and a capacity of up to 5,000 people for performances.
- **Public Elements** - The development will feature a multi-use recreational loop trail for activities such as walking, jogging and rollerblading. This loop trail will connect with Pella's existing 7-mile Volksweg Trail, which traverses rolling landscapes and affords breath-taking views of the lake for the public to enjoy. The public will have the ability to stroll the grounds, access the lake front, and enjoy the beauty of the district.
- **District Parking** - A coordinated parking and collections strategy will be developed as part of masterplanning for the Point Development District. The masterplan approach will likely include a \$1 to \$2 surcharge on Earthpark and Waterpark attraction tickets to help generate revenue for Earthpark and district wide maintenance and operations.

A secondary benefit of a coordinated parking strategy will allow residents and visitors to use certain areas of the district, such as retail areas, without having to pay for parking with validation.

There will be 1,200 to 1,500 paved surface parking spaces to handle Earthpark and other land use visitors, plus grassy areas reserved for peak parking needs. The residential areas will have their own dedicated parking areas.

OBJECTIVES OF THIS REPORT

The purpose of this report is to provide a plan or "road map" for the implementation of all aspects of this large real estate development project. The report and its appendices contain an implementation plan and the necessary analysis to support that plan. This report describes all the elements of the project, from physical planning to the economic benefits that will be generated by the project, in detail. Specifically, our objectives for the assignment are as follows:

- Provide an overview of the economic trends that affect the land uses in the District
- Assess the market potential for Earthpark as well as a multitude of other potential land uses including amphitheatre, hotel, retail, and residential developments
- Provide a detailed description of the site plan including a history of the site, site planning, and design recommendations
- Formulate a conceptual plan for the recommended Earthpark development and other land uses
- Provide a proposed structure for the ownership, and continuing operation of the development
- Recommend a plan for project implementation that describes the approach to planning, design, and construction of the various elements of the project
- Analyze the economic impact of the project

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THE CONSULTING TEAM

Earthpark, The City of Pella, and DML Land Development engaged a multi-disciplinary team (the "Consulting Team") with local and international expertise in all areas relevant to planning the project. The Consulting Team members and their respective roles are described below:

- **C. H. Johnson Consulting, Inc.** - overall project manager and team leader for the market, economic and financial aspects of the project.
- **Integra Realty Resources** - market research and analysis for residential and retail development.

II. EXECUTIVE SUMMARY

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THE POINT DEVELOPMENT DISTRICT OVERVIEW

Why build a national environmental center in Iowa?

Well, an innovative and globally oriented project in southern England, the Eden Project, is a resounding success. Similarly, the proposed environmental learning center and destination attraction, called Earthpark, is expected to be a similar success. Located on the northeast shore of Lake Red Rock, minutes from downtown Pella, Earthpark will be positioned within a 240-acre master planned green campus as part of a destination experience called "The Point Development District."

Designed by the same architects used for Eden, but incorporating other live, work and play amenities not found at Eden, the mix of Earthpark elements and other nearby visitor amenities will make the Earthpark-Point Development District partnership unique in the nation and visible at national and international levels.

Conceptually, the Earthpark project financing model follows and builds on that of Eden. The capital budget will require funding by a combination of public funds and corporate, foundation, development and individual support. Earthpark will be designed to attract enough visitors to the Point District to sustain operations and build ongoing operating reserves. Our analysis identifies that about 800,000 visitors will pass through the learning center's turnstiles annually -- more than one million to the district in total. There is ample visitorship to provide for cash sufficient to fund operations in cooperation with the economics of the development.

The Point District will be developed in Phases over a decade or longer. For Phase I, the following land uses are proposed for the District:

- 350-room indoor waterpark hotel and conference center, expandable in future phases to 500 or more-rooms
- 125 residential units, expandable to up to 600 residential units over 10 years
- 50,000 square feet of special retail space, supporting the development, expandable, based on market needs
- An outdoor entertainment amphitheater
- A new 150-slip marina with public amenities, expandable to 400 slips.

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A district association and operating company will be formed to manage the 240-acre masterplan campus. Subsequently, a land condominium agreement will be formed and user fees, assessments, and taxes collected from revenue generated by various project elements within the site will help pay for infrastructure and on going grounds keeping for the campus.

Why Pella?

The City of Pella is a surprising community - small in population but rich in tradition, community vitality and its forward thinking. Attractive and accustomed to tourism, Pella, Marion and its neighboring counties have had a long history of robust and stable economies. The tri-county area contains Marion, Jasper, and Mahaska counties.

Pella is 45 minutes from Des Moines and close to two major Interstate Highways which carry more than 7 million passenger cars annually traveling through the state. A small portion of this traffic flow will help support strong visitation to the Point Development District.

The area is home to several major corporations and manufacturing facilities with global reach -- The Pella Corporation, Vermeer Manufacturing, 3M, Musco Lighting and others have headquarters or facilities in the region. The jobs and revenues provided by these corporations are major assets to the community. The tri-county area has an above average income rate when compared to other counties in Iowa and has allowed Pella, Newton, Knoxville and others in the region to invest in leisure and recreation activities.

The tri-county area has an existing tourism base which consists of the Tulip Time Festival, Iowa State Fair, Lake Red Rock, a strong motor sports presence with two different racing venues, and other offerings and events. The existing base of visitors to these venues indicates that the area is used to handling large influxes of visitors during brief and extended periods of time. This proven track record, combined with good city administration and strong corporate leadership are crucial advantages that will enable the growth the area will experience to be manageable and successful.

Comparable Experience

In assessing Earthpark's market potential, Johnson Consulting studied a number of comparable facilities, most notably the Eden Project, in Cornwall, England. From this research it is clear that there is a strong interest in education-based entertainment.

The Eden Project has three different climate biomes at its facility. In its first year of operation, Eden had close to 2 million visitors even though the projected visitation for the facility was 750,000 visitors. Eden nearly tripled the projected attendance in its first year despite being more than 5 hours from London, a major metropolitan area with more than 10 million people. This is a clear indication that people will travel long distances to visit a destination experience such as that to be delivered by the Point Development District.

A major reason for the success of educational destinations like Eden and Earthpark is the large scale and uniqueness of the attraction. These critical factors are present at the proposed Earthpark project in Pella. In addition, the Point Development District will offer multiple different land uses which will further increase interest in visiting the development. The resident area surrounding the Point Development District is less populated but will draw from a larger geographic area - some 37 million Americans live within a one-day drive of Pella.

The approach of offering multiple different uses has been validated by Moody Gardens in Galveston, Texas. The Moody Gardens complex offers three geodesic pyramids which feature a rainforest, aquarium, and a learning center. In addition, to the pyramids, a hotel, conference center, and beach club/waterpark are also on the property. In order to stabilize attendance at a facility such as Earthpark it is necessary to offer new attractions and/or programming over time.

This is currently an issue for the Eden Project and they are currently constructing a new biome and have been considering the addition of a hotel and conference property in order to maintain a stabilized attendance volume. With respect to Earthpark, the presence of an amphitheater and other visitor amenities and activities will help keep the overall visitor experience fresh and lively.

A facility such as Earthpark will have a major positive impact on its host jurisdictions. This has been the case at all of the comparable facilities we have researched. One such facility is the Royal Tyrrell Museum of Paleontology in Drumheller, Alberta, Canada. The City of Drumheller is in a very remote region of Alberta. The Paleontology museum experiences visitation in excess of 350,000 people a year, which is significant in proving that visitors will seek out educational based attractions such as Earthpark. There are numerous economic, educational, and other lasting benefits that will be associated with the Point Development District, which will be important for Pella, the region, the State of Iowa, and the understanding of our natural world.

From our analysis of the demographics of the trade area, comparable facilities, and prior consultant's reports we have concluded that the stabilized attendance for Earthpark will be approximately 800,000 visitors a year. With this stabilized attendance figure Earthpark is projected to generate approximately \$18.8 million of

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revenues and incur approximately \$16.4 million of expenses, resulting in net operating income of \$2.4 million. After setting aside an estimated \$422,000 for reserves, net operating income after reserves is projected to be \$2.0 million.

Economic Rationale

From our analysis, we have concluded that the proposed site and location are ideal. Earthpark can be a successful destination development within the Point Development District. In combination and working together with area governments, the partnership can have a major impact on the tourism industry of Pella, its host and surrounding counties, and Iowa overall.

Visitors will come to the District for many reasons. For some, it will be a destination, for others - they will be in the area for another event or traveling nearby on their way to or from someplace else. Whatever the reason, visitors will have an abundance of choice activities from golf at Bos Landen, to cultural tourism and shopping in downtown Pella, to high speed motor racing, to an array of recreational opportunities around the Lake.

While Pella and Marion County are the host jurisdictions, economic benefits will flow across the state. For example, take hotel stays. The current hotel offerings in Pella include several hotels/motels and bed and breakfast properties. While Pella currently has 500 hotel rooms and 350 additional rooms will be added at the Point Development District in Phase 1, there will be more demand for overnight accommodations than the existing Pella market and proposed waterpark hotel can host. In addition, day visitors may choose to stay elsewhere in the region or the state.

The close proximity of Des Moines will help in regards to satisfying some of this overflow, as well as additional hotel, B&B, and camping capacity in the counties around Pella. As noted earlier, the District is readily accessible from two nearby interstates, I-80 and I-35. A significant number of out-of-state visitors, particularly conference travelers to Earthpark or the Green Learning Center, will utilize the Des Moines International Airport in coming to the region.

Economic Impact

The opening and operations of the Point District will create a substantial economic impact and fiscal impact for Pella, Marion County and the State of Iowa. They include one-time construction spending and associated economic and fiscal benefits, as well as recurring economic and fiscal impacts from new on-site businesses, as well as spending by visitors inside and outside of the district. These benefits are summarized below:

- Total dollar investment for Phase I of the development is estimated at \$300.3 million, which includes \$114.4 million in material, \$171.6 million in labor, and \$14.3 million in contingency funds. Development of the District is estimated to generate 1,230 construction jobs. This one-time construction activity is estimated to generate approximately \$359.5 million of total spending, \$82 million of increased earnings, and 910 full-time equivalent jobs during the four-year construction period (these are separate from the 1,230 construction jobs as mentioned previously, but instead measure the number of jobs that are generated as a result from spending on construction).
- Annual recurring economic impacts from visitation to the District are estimated to include \$141.7 million in total direct, indirect and induced spending, \$39.8 million in increased earnings (wages), and 3,221 full-time equivalent jobs. Almost all of these impacts are new benefits to Marion County, which are estimated to include \$141.47 million in total spending, \$37.7 million in increased earnings, and 3,216 jobs. Net new direct spending to the State of Iowa is estimated to be \$83.4 million.
- Fiscal impacts from the District include one-time benefits and recurring benefits. One-time fiscal benefits associated with the Point Development District construction is projected at \$17.6 million, which includes \$8.5 million of sales tax revenues and \$9.1 million of income tax revenues. Recurring fiscal benefits from direct spending associated with the Point Development District visitation is projected to generate \$9.9 million of total tax revenues annually, which includes \$7.2 million in sales tax revenues, \$2.7 million in hotel/motel tax revenues (from on-site and off-site hotels), and \$53,000 in auto rental tax. Recurring fiscal benefits from property tax on the Waterpark Hotel, residential units, and retail development is estimated to amount to \$4.1 million annually from the major project elements.
- New permanent employment within the District is estimated to include 757 full-time equivalent jobs. These are specific jobs within the District and are in addition to the 3,221 jobs that will be created outside of the direct as a result of visitor spending in the District and because of visits attributable to the project. These 757 jobs are estimated to generate \$1.03 million of income tax revenues to Iowa State each year.

In closing, the proposed District will be a success operationally. As a group, the various project elements described in the study will work in concert with Earthpark generating national visibility. Earthpark is well-suited to reside in Pella, Iowa – a proud and prosperous community in the nation’s heartland. Earthpark’s education-driven mission, “to inspire generations to learn from the natural world” ties in well with Iowa values – the State of Iowa has a strong tradition of quality education.

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And Finally, Iowa's agricultural heritage, which has required a strong reliance on its rich, fertile soils - among the world's most productive, provides important linkages for finding new solutions to global issues, including global warming.

As the world seeks new solutions to energy independence from fossil fuels, Iowa is already taking the lead in the development of alternative and renewable fuels. This focus on environmental change makes Iowa a great location for a new national center for environmental learning and change called Earthpark.

VII. ECONOMIC IMPACT

ECONOMIC AND FISCAL IMPACTS

The Point Development District

INTRODUCTION

The construction and operation of the Point Development District will create substantial positive one-time and recurring economic impacts for the City of Pella, the Tri-County regional area, and the State by attracting new spending associated with the visitation. It will provide visibility to the Pella area, already a pleasant and vibrant community with solid businesses and economy.

By analyzing projected visitor traffic generated from each land use within the District, Johnson Consulting calculated direct, indirect and induced spending and estimated economic and fiscal impacts associated with Phase I of the development. It is emphasized that this is only Phase 1 of the project's overall development plan. While the ultimate build out is not finalized, it is expected that the residential component of the development will at least double in size to between 600 to 700 units, the hotel rooms are targeted to grow from the assumed 350 units to at least 500 or more units and other elements can expand as well. We estimate the future phases of the project could increase the impacts shown in this section by an additional 15 percent upon build out.

SUMMARY OF FINDINGS

The Point Development District has the potential to generate substantial economic benefits for the City of Pella, Marion and surrounding Counties, and the State of Iowa.

Analyzed in this section are the estimated economic and fiscal impacts from Phase I of the Point Development District -- construction and annual operations. The presence and maturation of The Point Development District as a new major tourism demand generator will be a substantial and positive force in Pella's ability to be a year round "destination location."

Based on the assumptions and analysis described throughout this chapter, the District's total economic and fiscal impacts are estimated to include the following:

- Total dollar investment for Phase I of the development (see Table 7-1) is estimated to amount to \$300.3 million, which includes \$114.4 million in material, \$171.6 million in labor, and \$14.3 million in contingency funds. The development is estimated to create 1,230 construction jobs.
- One-time construction activity (see Table 7-2) is estimated to generate approximately \$359.5 million of total spending, \$82 million of increased earnings, and 910 full-time equivalent jobs during the four-year construction period. These are not construction jobs as mentioned previously, but instead measure the number of jobs that are generated as a result from the spending of construction.
- Annual economic impacts from visitation to the District (see Table 7-8) are estimated to include \$141.7 million in total direct, indirect and induced spending, \$39.8 million in increased earnings (wages), and 3,221 full-time equivalent jobs. Almost all of these impacts are new benefits to Marion County, which are estimated to include \$141.47 million in total spending, \$37.7 million in increased earnings, and 3,216 jobs. Net new direct spending to the State of Iowa is estimated to be \$83.4 million. The difference between the two amounts are that some Iowans would still vacation in Iowa, so we can not count those dollars as new impacts to the State as they would happen anyway. The methodology of analysis is described in Page 6 through Page 17 of this chapter.
- One-time fiscal benefits associated with the Point Development District construction is projected to amount to \$17.6 million, which includes \$8.5 million on sales tax revenues and \$9.1 million of income tax revenues (see Table 7-11).
- Recurring fiscal benefits from direct spending associated with the Point Development District visitation is projected to generate \$9.9 million of total tax revenues annually, which includes \$7.2 million in sales tax revenues, \$2.7 million in hotel/motel tax revenues (from on-site and off-site hotels), and \$53,000 in auto rental tax (see Table 7-12).
- Recurring fiscal benefits from property tax on the Waterpark Hotel, residential units, and retail development is estimated to amount to \$4.1 million annually from all major sources (see Table 7-13).
- New permanent employment within the District is estimated to include 757 full-time equivalent jobs. These are specific jobs within the District and are in addition to the 3,221 jobs that will be created outside of the direct as a result of visitor spending in the District and because of visits

attributable to the project. These 757 jobs are estimated to generate \$1.03 million of income tax revenues to Iowa State (see Table 7-14).

Definitions

The economic and fiscal impact analysis associated with the construction and operation of the Point Development District considers direct, indirect, and induced spending generated by the visitation, as well as the increase in personal income (or increased earnings), and the number of jobs supported by this spending. The levels of impact analyzed in this section include the following:

- *Direct impacts* - are an expression of the spending that occurs as a direct result of the activities of guests to the District or induced events at the District because the development was added. For example, a hotel guest's expenditures on hotel rooms and meals are a direct economic impact.
- *Indirect impacts* - consist of re-spending of the initial or direct expenditures, or the supply of goods and services resulting from the initial direct spending at the District. For example, a hotel guest's direct expenditure on a restaurant meal causes the restaurant to purchase food and other items from suppliers. The portion of these restaurant purchases that are within the local, regional, or state economies is counted as an indirect economic impact.
- *Induced impacts* - represent changes in local consumption due to the personal spending by employees whose incomes are affected by direct and indirect spending. For example, a waiter at the restaurant may have more personal income as a result of the hotel guest's visit. The amount of the increased income the waiter spends in the local economy is considered an induced impact.
- *Personal income* - measures increased employee and worker compensation related to the events being analyzed. This figure represents increased payroll expenditures, including benefits paid to workers locally. It also expressed how the employees of local businesses share in the increased outputs.
- *Employment impact* - measures the number of jobs supported in the study area related to the spending generated as a result of visits generated from the District. Employment impact is stated in a number of full-time equivalent jobs.

This analysis differentiates impacts from spending by people coming from out-of-town and by local residents, defined as follows:

- *Net new spending* - is spending by out-of-town guests who originate from outside the subject area, (e.g., City, County, and State of Iowa), which represents the amount of 'new dollars' that flow into the respective economies.
- *Transfer spending* - spending by those who live in the area is represented as "transfer" spending. For example, a resident of the City of Pella who visits Earthpark would transfer income from one sector of the City's economy to another, and therefore is not bringing new dollars into the City economy. Nevertheless, they are part of the economic activities generated by the facility, because collectively they represent the amount of spending by local residents that will be recaptured within the area when the Point Development District opens and the area becomes more attractive. Otherwise, the local residents might travel away and spend money elsewhere. This lost expenditure would represent a true loss of economic activity from the marketplace. For the purpose of this analysis, the "local" market is considered to be Marion County.

Economic Impacts from Construction

The construction of the District will create a one-time influx of spending, which subsequently result in indirect and induced spending, as well as increased earnings and employment in many sectors of the local and state economy.

Table 7-1 shows the construction cost estimate for Phase I of the Point Development District, and the estimated number of construction jobs.

Table 7-1

The Point Development — Construction Cost Estimate — Phase I			
Project Elements	Construction Costs	Material Costs	Labor Costs
Hard Costs			
Earthpark	\$122,000,000	\$48,800,000	\$73,200,000
Two Condominium Towers @ \$18 million each	36,000,000	14,400,000	21,600,000
Destination Waterpark/ Hotel 350 hotel rooms @ \$250,000/ room*	87,500,000	35,000,000	52,500,000
Retail- 50,000 gross square feet @ \$125/ SF	6,250,000	2,500,000	3,750,000
Central Surface Parking, Paved and Grass Overflow**	4,250,000	1,700,000	2,550,000
Amphitheater/ Events Pavilion	5,000,000	2,000,000	3,000,000
Infrastructure, Public Amenities, and Grounds	25,000,000	10,000,000	15,000,000
Total	\$286,000,000	\$114,400,000	\$171,600,000
Soft Costs - Contingency @ 5 percent	\$14,300,000		
Total Construction Costs	\$300,300,000		
Estimated # of Construction Jobs	1,230		
<i>*With Pool, Conference Center, and Spa</i>			
<i>**Includes 1,200 to 1,500 spaces for Earthpark, Hotel, and Amphitheater</i>			
<i>Source: Johnson Consulting</i>			

As shown in the table, the construction hard costs of the District is estimated to amount to \$300.3 million, which includes \$286 million of hard costs and \$14.3 million contingency. Assuming that 40 percent of hard costs are spent on materials and 60 percent on labor, consistent to the industry standards as reported by McGraw-Hill Construction publications, material and labor costs of the District development are estimated to amount to \$114.4 million and \$171.6 million, respectively. Assuming an average construction laborer salary of \$35,000 and a four-year construction period, the \$171.6 million labor costs translate to 1,230 construction jobs.

Table 7-2 shows the total direct spending and the estimated indirect, induced impacts, increase earnings, and employment that the construction of the District would generate to the local economy. The construction impacts are calculated using the IMPLAN model.

IMPLAN is a nationally recognized model commonly used to estimate economic impacts. An IMPLAN input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced spending and employment effects shown here represent the estimated changes in the flow of income and goods caused by the projected direct construction spending associated with the District development.

Table 7-2

The Point Development — Economic Impact from Development* — Phase I						
Project Elements	Direct Construction Spending	Indirect Spending	Induced Spending	Total Spending	Increased Earnings	Employment (in FTE)
Earthpark	\$122,000,000	\$11,544,000	\$19,830,000	\$153,374,000	\$34,971,000	390
Condominium Towers	36,000,000	3,406,000	5,851,000	45,257,000	10,319,000	110
Destination Waterpark/ Hotel	87,500,000	8,279,000	14,222,000	110,001,000	25,081,000	280
Retail	6,250,000	591,000	1,016,000	7,857,000	1,792,000	20
Central Surface Parking, Paved and Grass Overflow**	4,250,000	402,000	691,000	5,343,000	1,218,000	10
Amphitheater/ Events Pavilion	5,000,000	473,000	813,000	6,286,000	1,433,000	20
Infrastructure, Public Amenities, and Grounds	25,000,000	2,366,000	4,063,000	31,429,000	7,166,000	80
Total	\$286,000,000	\$27,061,000	\$46,486,000	\$359,547,000	\$81,980,000	910

*Reflects one-time impact over a four-year construction period.
**Includes 1,200 to 1,500 spaces for Earthpark, Hotel, and Amphitheater
Source: Johnson Consulting

As shown in Table 7-1, the \$286 million of direct construction spending during Phase I is projected to account for additional indirect and induced spending of \$27.1 million and \$46.5 million, respectively. This amounts to total spending of \$359.5 million. The construction activity is also estimated to result in increased earnings of \$82 million, and 910 full-time equivalent jobs over the estimated four years of construction period. These are not part of the construction jobs that previously shown in Table 7-1, but instead measure the number of jobs that are resulted from the spending of construction.

Recurring Economic Impact from District Operations

The annual or recurring economic impact analysis associated with the Point Development District considers direct, indirect, and induced spending generated by the visitation, as well as the increase in personal income (or increased earnings), and the number of jobs supported by this spending. Please note that this analysis does not include spending by the condominium residents.

People take trips for many reasons. Some will come for the project itself, while others may stop by on their way elsewhere. This analysis captures the portion of spending that we believe is caused because the project is being built.

Daily spending statistics utilized in this analysis were derived from the Convention Income Survey conducted by the Destination Marketing Association International (DMAI), as well as available spending data from similar projects and markets.

Calculation of Spending Impacts

Spending impacts are estimated based on the number of visits being generated by the developments within the Point Development District and estimated daily spending.

Table 7-3 summarizes the projection visitation to the District over the first ten years of operation. The economic and fiscal impact analysis is based on a stabilized year of operation, which is assumed to be Year 4.

Table 7-3

The Point Development District Projected Visitation										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total # of Visitors										
Earthpark	1,242,000	1,183,350	910,110	800,000	804,000	808,020	812,060	816,120	820,201	820,201
"Green" Learning Center	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951
Waterpark Hotel Guests	166,075	167,353	168,630	171,185	173,740	176,295	178,850	178,850	178,850	178,850
Independent Waterpark Guests*	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951
Residential VFR**	1,000	1,050	1,103	1,158	1,216	1,276	1,340	1,407	1,477	1,551
Amphitheatre	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095
Marina	3,000	3,120	3,245	3,375	3,510	3,650	3,796	3,948	4,106	4,270
Total	1,452,075	1,395,873	1,125,113	1,018,796	1,026,624	1,034,508	1,042,450	1,047,896	1,053,403	1,054,870
# of Visitors Touring Earthpark from Other Demand Generators										
"Green" Learning Center	9,000	9,180	9,364	9,551	9,742	9,937	10,135	10,338	10,545	10,756
Waterpark Hotel Guests	124,556	125,514	118,041	119,830	112,931	114,592	116,253	116,253	116,253	116,253
Independent Waterpark Guests	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390
Residential VFR	1,000	1,050	1,103	1,158	1,216	1,276	1,340	1,407	1,477	1,551
Amphitheater	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572
Marina	1,500	1,560	1,622	1,687	1,755	1,825	1,898	1,974	2,053	2,135
Total	144,056	145,614	138,760	150,739	134,949	137,290	139,654	140,379	141,128	141,901
# of Unique Visitors to Earthpark	1,097,944	1,037,736	771,350	649,261	669,051	670,730	672,406	675,741	679,073	678,300
*Independent Waterpark Guests are those waterpark patrons who are not Waterpark Hotel guests. They may be overnight visitors but stay in a different hotel.										
**Residential VFR = Residential visiting friends and relatives.										
Source: Johnson Consulting										

As shown in Table 7-2, in Year 4 it is estimated that the District as a whole will generate 1.02 million visitors, including 800,000 to Earthpark and associated attractions, and 218,800 to the other land uses. Of the 800,000 Earthpark visitors, an estimated 150,700 people will visit Earthpark because of a visit generated by one of other land uses. Thus, the remaining 649,300 are those whose sole purpose of visit is to see Earthpark, or "Earthpark only visitors".

For impact analytical purposes (to estimate impact by land uses without double-counting visitors), Table 7-3 is used to derive estimates both for total visits and unique visitors to the Point Development District.

Table 7-4 translates projected stable Year 4 visitation into "single destination" and "multiple destination" visitors. The "multiple destination" visitors are those who visit Earthpark and another land use during their stay. To avoid double-counting in the calculation of total unique visitors to the district, half of the population of multiple destination visitors are assigned to Earthpark and half are assigned to one of the other land uses (column D).

For example, of the 9,551 visitors who visit Earthpark and the "Green" Learning Center on a single trip, 50 percent are designated as Earthpark visitors and 50 percent as "Green" Learning Center visitors. Column E, which represent the unique number of visitors to each destination, is derived by adding the results from Column C and D. As shown in Table 7-4, the total number of visits generated to the district is 1,018,796, but the "true" number of unique visitors to the District is somewhat less at 868,057.

Table 7-4

Estimated "True" Number of Visitors					
	Total Visitors	Earthpark Visitors from Other Land Uses	Single Destination Visitors*	Multiple Destination Visitors**	"True" Number of Visitors***
	(A)	(B)	(C)	(D)	(E)
Earthpark	800,000	150,739	649,261	75,369	724,630
"Green" Learning Center	10,612	9,551	1,061	4,775	5,836
Waterpark Hotel Guests	171,185	119,830	51,356	59,915	111,271
Independent Waterpark Guests	10,612	2,122	8,490	1,061	9,551
Residential VFR	1,158	1,158	0	579	579
Amphitheater	21,855	16,391	5,464	8,195	13,659
Marina	3,375	1,687	1,687	844	2,531
Total	1,018,796		717,319	150,738	868,057

*Number of visitors who only go to one destination. (C) = (A) - (B).
**Number of visitors who go to Earthpark and another destination.
As shown in Column (B) and previously in Table 7-1, there are 150,739 such visitors.
In Column (D), they are recounted as 50 percent attributable to Earthpark and 50 percent to the other land uses.
For example: if a person goes to Earthpark and to "Green" Learning Center, then for impact purposes, that person is counted as 50% Earthpark visitor and 50% "Green" Learning Center visitor.
*** "True" means without double counting. Not to be confused with "unique" visitors, which mean those whose sole purpose of visit is to see one destination.
Source: Johnson Consulting

Certain assumptions were utilized to translate the unique visitor results presented in Table 7-3 into an estimate of visitor-days (the number of days a visitor spends in the area) and the number room nights presented below in Table 7-4.

Visitor-days refer to the number of days a visitor to the district spends in the area, counted to the nearest quarter day. A day-trip visitor who spends a full day at the site counts as one visitor-day. An overnight visitor, who arrives early and leaves in the afternoon the next day, makes a 1.5 visitor-days and one room night. A family of four, who arrive early on Day 1, stay in the hotel for two nights, and leave in the evening on Day 3, make 11 visitor-days (4 persons for 2.75 days each) and 2 room nights (assuming that they stay in one room).

Based on experience in comparable projects, the attributes of the Point District's location, as well as the area's highway and air transportation system, the profile of visitors to the district (origin, length of stay, need for overnight accommodations, etc.) to the District are as follows:

- Approximately 75 percent of visitation happen in the summer months (May through October), while the remaining 25 percent happen in winter months (November through April).
- In summer months, 80 percent are out-of-State visitors, 20 percent Iowan visitors.
- In winter months, 40 percent are out-of-State visitors, 60 percent Iowan visitors.
- Approximately 0.30 percent of annual visitors are from Marion County.
- Approximately 0.15 percent of annual visitors are from the City of Pella.
- Approximately 35 percent of annual visitors are day-trip visitors.
- Approximately 65 percent of annual visitors are overnight visitors. The distribution of room nights that are accommodated on-site and off-site is shown in Table 7-5.
- Average number of people per room night: 3.5 for Earthpark and "Green" Learning Center visitors, 3.6 for leisure hotel guests, 1.2 for meeting hotel visitors, and 3.5 for Waterpark, Amphitheater, and Marina visitors.

Table 7-5 summarizes the resulting distribution of visitors by place of origin, number of day-trip visitors, overnight visitors, and room nights.

Table 7-5

Estimated Distribution of Visitors and Room Nights - Year 4									
	Total Visitors	Visitors by Origin			Visitors by Type		# of Room Nights		
		From Outside Iowa	From Iowa	From 100-Mile Radius	Day-trip	Overnight	Total	On Site	Off Site
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Earthpark	724,630	507,241	217,389	108,695	231,882	492,748	140,785	28,706	112,079
"Green" Learning Center	5,836	4,085	1,751	876	1,868	3,968	1,134	231	903
Waterpark Hotel Guests	111,271	77,890	33,382	16,692	0	111,271	55,635	55,635	0
Independent Waterpark Guests	9,551	6,686	2,865	1,433	3,056	6,495	1,856	378	1,478
Residential VFR	579	405	174	87	185	394	0	0	0
Amphitheater	13,659	9,561	4,098	2,049	4,371	9,288	2,654	541	2,113
Marina	2,531	1,772	759	380	810	1,721	492	100	392
Total	868,057	607,640	260,418	130,212	242,172	625,885	202,556	85,591	116,965

Notes:
Column (D) is a subset of Column (C).
The sum of Column (B) and (C) equals to Column (A). The sum of Column (E) and (F) also equals to Column (A).
Source: Johnson Consulting

As shown in the Table 7-4, of the 868,057 visitors to the district, approximately 607,640 are expected to come from outside Iowa, while the other 260,418 are from Iowa, including 130,212 from within a 100-mile radius.

There are estimated to be 242,172 day-trip visitors and 625,885 overnight visitors to the District. These overnight visitors are estimated to generate approximately 202,556 room nights, including 85,591 room nights that are accommodated on-site (in the Waterpark Hotel) and 116,965 off-site (in other hotels in Pella).

Table 7-6 summarizes the estimated daily spending of these visitors, both overnight and day-trip visitors. The spending amounts were derived from the Convention Income Survey conducted by the Destination Marketing Association International (DMAI), as well as available spending data from similar markets. Specific spending on lodging from overnight visitors are derived from the estimated Year 4 average daily rate at the Waterpark Hotel of \$190.97, and while other hotels in Pella may have different rates, it is assumed that, on average, overnight guests of other hotels will spend the same amount. Specific spending on entertainment/ recreation corresponds to the estimated weighted average Earthpark ticket price of \$16.38 per visitor, derived from \$13.1 million admission revenues in Year 4 divided by 800,000 visitors. Similarly, while other recreational and entertainment venues in Pella may have different ticket price, it is assumed that, on average, visitors to other venues will spend the same amount.

Table 7-6

Estimated Average Daily Spending			
	Most Visitors*	Waterpark Hotel Guests	
		Leisure	Meeting
Overnight Visitors			
Lodging**	\$54.56	\$53.05	\$159.14
Food and Beverage	28.15	28.15	64.03
Entertainment	16.38	16.38	16.38
Local Transportation	6.84	6.84	19.14
General Retail	14.87	14.87	14.87
Other	4.96	4.96	4.96
Total	\$125.75	\$124.24	\$278.51
Day-Trip Visitors***	\$71.19	na	na

**Include visitors to Earthpark, "Green" Learning Center, Waterpark, Amphitheater, and Marina.*

***Derived from an average rate of \$190.97 and occupancy per room (3.5 persons/ room for most visitors, 3.6 persons/ room for leisure guests, and 1.2 persons/ room for meeting guests).*

***Include spending on all categories except lodging.*

Source: DMAI, Johnson Consulting

Table 7-7 shows the estimated direct spending associated with the projected visitation at the Point District for the first stabilized year of operation (Year 4). This estimate is calculated by multiplying the number of day-trip and overnight visitors and room nights from Table 7-5 with the corresponding estimated daily spending from Table 7-6. Table 7-7 also shows the estimated amount of spending that occurs within the District and outside the district in the City of Pella.

Table 7-7

Estimated Total Direct Spending (In \$000's) - Year 4			
	Within District	In City of Pella	Total
	(A)	(B)	(C)
Earthpark	\$52,148	\$26,323	\$78,471
"Green" Learning Center	474	158	632
Waterpark Hotel Guests	19,935	755	20,690
Independent Waterpark Guests	1,034	0	1,034
Residential VFR	24	18	41
Amphitheater	1,220	259	1,479
Marina	240	34	274
Total	\$75,076	\$27,546	\$102,622
<i>Distribution</i>	73.2%	26.8%	
<i>Notes:</i>			
<i>Spending amounts are in thousands of dollars.</i>			
<i>Source: Johnson Consulting</i>			

As shown in Table 7-6, direct spending association with Phase I of the Point Development District is estimated to amount to \$102.6 million in Year 4. Of that amount, approximately \$75.1 million (or 73.2 percent) is expected to occur within the District, while the other \$27.5 million (or 26.8 percent) is expected in the City of Pella.

This spending will subsequently create "ripple effects" in the economy and generate indirect and induced spending, as well as new jobs and wages. These impacts are calculated based on multiplier factors that are generally maintained by the US Bureau of Economics (each area has its own set of multipliers). In the studies, the multipliers were obtained from an input-output model constructed specifically for the City of Pella, the County of Marion, and the State of Iowa economy with IMPLAN.

IMPLAN is a nationally recognized model commonly used to estimate economic impacts. An IMPLAN input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced spending and employment effects shown here represent the estimated changes in the flow of income and goods caused by the projected direct spending associated with the District.

Table 7-8 summarizes the economic impacts of direct, indirect and induced spending.

Table 7-8

Estimated Economic Impacts - Year 4						
	Direct Spending	Indirect Spending	Induced Spending	Total Spending	Increased Earnings	Employ- ment
	(A)	(B)	(C)	(D)	(E)	(F)
Earthpark	\$78,471	\$13,610	\$16,265	\$108,346	\$30,446	2,463
"Green" Learning Center	632	110	131	873	245	20
Waterpark Hotel Guests	20,690	3,588	4,289	28,567	8,028	649
Independent Waterpark Guests	1,034	179	214	1,428	401	32
Residential VFR	41	7	9	57	16	1
Amphitheater	1,479	257	307	2,042	574	46
Marina	274	48	57	379	106	9
Total	\$102,622	\$17,798	\$21,271	\$141,692	\$39,816	3,221

Notes:
Total Spending is the sum of Direct, Indirect, and Induced Spending
Spending amounts are in thousands of dollars. Employment is in full-time equivalent jobs.
Source: Johnson Consulting

As shown in Table 7-8, the Point Development District visitation is estimated to generate a total of \$102.6 million of direct spending, \$17.8 million of indirect spending, and \$21.3 million of induced spending. Total spending from all three sources is \$141.7 million annually.

This spending is also estimated to generate \$39.8 million of increased earnings (wages) by creating more than 3,200 full-time equivalent permanent jobs.

Table 7-9 on the following page shows the calculation matrix of the economic impact by land uses, showing the calculation from Table 7-3 through the results in Table 7-8.

Table 7-9

Calculation Matrix for Economic Impact Estimates - TOTAL SPENDING (including TRANSFER and NET NEW SPENDING)										
	Earthpark	"Green" Learning Center	Waterpark Hotel			Water-park	Residential VFR	Amphitheater	Marina	Total District
			Leisure 60%	Meeting Group 40%	Total					
Visitation										
# of Visitors	724,630	5,836	66,763	44,508	111,271	9,551	579	13,659	2,531	888,057
Visitation by Place of Origin										
Summer Months 75% of total visits	543,473	4,377	50,072	33,381	83,453	7,163	434	10,244	1,898	651,043
Summer Out-of-State Visitors 80%	434,778	3,502	40,058	26,705	66,763	5,731	347	8,195	1,519	520,834
Summer Iowan Visitors 20%	108,695	875	10,014	6,676	16,691	1,433	87	2,049	380	130,209
Winter Months 25% of total visits	181,158	1,459	16,691	11,127	27,818	2,388	145	3,415	633	217,014
Winter Out-of-State Visitors 40%	72,463	584	6,676	4,451	11,127	955	58	1,366	253	88,806
Winter Iowan Visitors 60%	108,695	875	10,014	6,676	16,691	1,433	87	2,049	380	130,209
Total Annual Visitors										
From Out-of-State 70%	507,241	4,085	46,734	31,156	77,890	6,686	405	9,561	1,772	607,640
From Iowa 30%	217,389	1,751	20,029	13,353	33,382	2,865	174	4,098	759	260,418
Incl. those from Marion County 0.30%	2,174	18	0	0	0	29	2	41	8	2,272
Incl. those from Pella 0.16%	1,087	9	0	0	0	14	1	20	4	1,135
From 100-mile radius 50% of Iowa	108,695	876	10,015	6,677	16,692	1,433	87	2,049	380	130,212
Type of Visitation										
# of Day-trip Visitors 32%	231,882	1,868	0	0	0	3,056	185	4,371	810	242,172
# of Overnight Visitors 68%	492,748	3,968	66,763	44,508	111,271	6,495	394	9,288	1,721	625,885
# of people/room	3.5	3.5	3.6	1.2		3.5	0.0	3.5	3.5	
# of Roomnights	140,785	1,134	18,545	37,090	55,635	1,856	0	2,654	492	202,556
Average Daily Spending										
Local Transportation 63% of transportation	\$4.29	\$4.29	\$4.29	\$12.02		\$4.29	\$4.29	\$4.29	\$4.29	
Gas 21% of transportation	1.43	1.43	1.43	4.01		1.43	1.43	1.43	1.43	
Retail	19.82	19.82	19.82	19.82		19.82	19.82	19.82	19.82	
Auto Rental 16% of transportation	1.11	1.11	1.11	3.11		1.11	1.11	1.11	1.11	
Recreation	16.38	16.38	16.38	16.38		16.38	16.38	16.38	16.38	
Hotel Rooms	54.56	54.56	53.05	159.14		54.56	54.56	54.56	54.56	
Eating and Drinking	28.15	28.15	28.15	64.03		28.15	28.15	28.15	28.15	
Total Average Daily Spending										
Overnight visitors	\$125.75	\$125.75	\$124.24	\$278.51		\$125.75	\$125.75	\$125.75	\$125.75	
Day-trip visitors	\$71.19	\$71.19	na	na		\$71.19	\$71.19	\$71.19	\$71.19	
ECONOMIC IMPACTS										
Direct Spending (in \$000's)										
Local Transportation	\$3,111	\$25	\$287	\$535	\$822	\$41	\$2	\$59	\$11	\$4,071
Gas	1,037	8	96	178	274	14	1	20	4	1,357
Retail	14,362	116	1,323	882	2,205	189	11	271	50	17,205
Auto Rental	806	6	74	139	213	11	1	15	3	1,056
Recreation	11,868	96	1,093	729	1,822	156	9	224	41	14,217
Hotel Rooms	26,885	217	3,541	7,083	10,624	354	0	507	94	38,681
Eating and Drinking	20,401	164	1,880	2,850	4,730	269	16	385	71	26,036
Total Direct Spending	\$78,471	\$632	\$8,294	\$12,396	\$20,690	\$1,034	\$41	\$1,479	\$274	\$102,622
Indirect Spending	13,610	110	1,439	2,150	3,588	179	7	257	48	17,798
Induced Spending	16,265	131	1,749	2,569	4,289	214	9	307	57	21,271
Total Spending	\$108,346	\$873	\$11,462	\$17,115	\$28,667	\$1,428	\$57	\$2,042	\$379	\$141,692
Increased Earnings	\$30,446	\$245	\$3,218	\$4,810	\$8,028	\$401	\$16	\$574	\$108	\$39,816
Employment (FTE)	2,463	20	260	389	649	32	1	46	9	3,221
Direct Spending by Location										
Within District	In %	90.0%	75.0%	92.5%	92.5%	92.5%	100.0%	57.5%	82.5%	87.5%
In \$000's		\$52,148	\$474	\$7,938	\$11,998	\$19,935	\$1,034	\$24	\$1,220	\$240
In City of Pella	In %	10.0%	25.0%	7.6%	7.5%	7.5%	0.0%	42.5%	17.5%	12.5%
In \$000's		\$26,323	\$158	\$356	\$398	\$765	\$0	\$18	\$269	\$34

Source: Johnson Consulting

The economic impacts shown in Table 7-8 and Table 7-9 include impacts of both transfer and new spending. Using the estimated number of visitors by origin as previously shown in Table 7-5, Table 7-10 below summarizes the estimated impacts of transfer spending and net new spending to the respective economies.

Table 7-10

Total District Impacts – by Development Component and Origin				
	Total Spending	Transfer*	Net New to County**	New New to State***
	(A)****	(B)	(C)	(D)
Direct Spending (\$000's)				
Earthpark	\$78,471	\$154.8	\$78,316	\$62,995
"Green" Learning Center	632	1.2	631	507
Waterpark Hotel Guests	20,690	0.0	20,690	17,671
Independent Waterpark Guests	1,034	2.0	1,032	830
Residential VFR	41	0.1	41	29
Amphitheater	1,479	2.9	1,476	1,187
Marina	274	0.5	274	220
Total Direct Spending	\$102,622	\$161.6	\$102,461	\$83,440
Indirect Spending (\$000's)	\$17,799	\$30.6	\$17,769	\$25,585
Induced Spending (\$000's)	21,271	32.6	21,238	33,422
Total Spending (\$000's)	\$141,692	\$224.8	\$141,467	\$142,447
Increased Earnings (\$000's)	\$39,816	\$62.3	\$39,753	\$42,824
Employment (FTE)	3,221	5	3,216	2,212

*Reflects impacts from spending made by visitors from within Marion County
**Reflects impacts from spending made by visitors from outside Marion County
***Reflects impacts from spending incurred by out-of-state visitors.
****Column (A) equals to the sum of Column (B) and (C).
Spending amounts are in thousands of dollars. Employment is in full-time equivalent jobs.
Source: Johnson Consulting

As shown in Table 7-9, most of the estimated impacts are actually net new dollars to the County and to the State. Of the \$102.6 million in direct spending, \$102.4 million is net new spending to the County, and \$83.4 million is net new spending to the State.

The resulting total net new spending to Marion County is estimated to include \$141.5 million in total direct, indirect and induced spending, \$39.75 million in increased earnings, and 3,216 new permanent jobs.

The net new spending impact to the State of Iowa is estimated to include \$142.4 million of total direct, indirect and induced spending, \$42.8 million of increased new earnings, and 2,212 new permanent jobs.

In summary, the Point Development District development will bring significant economic benefits not only to the local area, but to Marion County and to the State as well.

Fiscal Impact Analysis

There are two types of fiscal impact resulted from The Point Development District: one-time impact and recurring impact. The one-time fiscal impact include sales tax and income tax on the construction spending of the site. The recurring fiscal impact includes: (1) tax revenues that are directly affected by visitor and resident spending activity, i.e., general sales tax, hotel/motel or occupancy tax, and automobile rental tax, and (2) tax revenues that are resulted from real estate development within the District, i.e., property tax.

The various tax rates included in this fiscal impact analysis is described as follows.

- **General Sales Tax** - The applicable sales tax rate is 7.0 percent, which includes 5.0 percent Iowa State sales tax, 1.0 percent local option sales tax (LOST), and 1.0 percent school infrastructure local option sales tax (SILO Tax). Both LOST and SILO tax are levied by Marion County.
- **Hotel/ Motel or Occupancy Tax** - is Marion County's 7.0 percent tax on hotel room sales, in addition to the 7.0 percent sales tax.
- **Automobile Rental Tax** - is 5.0 percent of spending on auto rentals levied by Iowa State, in addition to the 7.0 percent sales tax.
- **Income Tax** - For analytical purposes, an average effective rate of 5.0 percent is used to estimate the Iowa State income tax revenues.
- **Property Tax** - Currently, City of Pella's property tax is approximately \$32 per mil of the full assessed value of the property. Exception is given to residential properties, of which only 55 percent of the assessed value is subject to tax. This rollback provision applies to primary residences as well as second homes, unless they are rented as commercial units.

One-Time Fiscal Impact of Construction

Fiscal impact from construction includes sales tax applied to the material costs of the construction and income tax applied to labor costs. Table 7-11 below summarizes such impacts. Sales tax revenues are based on the 7.0 percent sales tax applied to the estimated construction cost on materials of \$121.6 million as previously shown in Table 7-1. Income tax revenues assume an average 5.0 percent

rate applied to the estimated construction cost on labor of \$182.4 million, also previously shown in Table 7-1.

Table 7-11

The Point Development District One-Time Fiscal Impact from Construction				
	Levied By	Taxable Spending (\$000's)	Tax Rate	Tax Revenues (\$000's)
General Sales Tax				
State Sales Tax	Iowa State	\$121,600*	5.0%	\$6,080
Local Option Sales Tax (LOST)	Marion County	121,600	1.0%	1,216
School Infrastructure Local Option Tax (SILO Tax)	Marion County	121,600	1.0%	1,216
Subtotal			7.0%	\$8,512
Income Tax	Iowa State	\$182,400	5.0%	\$9,120
Total				\$17,632
Tax Benefits to Iowa State				\$15,200
Tax Benefits to Marion County				\$2,432
*Corresponds to construction cost on materials as shown in Table 7-1.				
*Corresponds to construction cost on labor as shown in Table 7-1.				
Source: Johnson Consulting				

As shown in the table above, the construction of the District is estimated to generate one-time fiscal impact of \$17.6 million, which includes \$8.5 million on sales tax revenues and \$9.1 million of income tax revenues.

Tax benefits to Marion County are estimated to amount to \$2.4 million, which includes \$1.2 million in LOST revenues and \$1.2 million in SILO tax revenues. Portions of these tax revenues will be distributed by the State and County back to the City of Pella as appropriate, however, such calculation is beyond the scope of this study.

Recurring Fiscal Impact: Taxes from Visitor Spending Activity

Based on the direct spending shown in Table 7-8, Johnson Consulting estimated the annual fiscal benefits that directly result from visitor activity: (1) general sales tax of 7.0 percent, applied to the \$102.6 million of direct spending as estimated previously, (2) hotel/motel or occupancy tax of 7.0 percent, applied to \$38.7 million of spending on hotel rooms as shown in Table 7-9, and (3) automobile rental tax of 5.0 percent, applied to \$1.06 million of spending on auto rentals as also shown in Table 7-9. Specifically for spending on auto rentals, the assumed point of purchase is at Des

Moines International Airport that is located in Polk County, which does not have the 1.0 percent LOST tax in its sales tax.

Table 7-12 summarizes the fiscal impact estimates from general sales tax, hotel/motel tax, and auto rental tax.

Table 7-12

The Point Development District Estimated Annual Fiscal Impact from Visitors Spending				
	Levied By	Taxable Spending (\$000's)	Tax Rate	Tax Revenues (\$000's)
General Sales Tax				
State Sales Tax	Iowa State	\$102,622	5.0%	\$5,131
Local Option Sales Tax (LOST)	Marion County	101,568*	1.0%	1,016
School Infrastructure Local Option Tax (SILO Tax)	Marion County	101,568	1.0%	1,016
Subtotal			7.0%	\$7,162
Hotel/ Motel Tax	Marion County	\$38,681	7.0%	\$2,708
Automobile Rental Tax	Iowa State	\$1,055	5.0%	\$53
Total				\$9,923
Tax Benefits to Iowa State				\$5,184
Tax Benefits to Marion County				\$4,739

*Reflects direct spending on all categories of spending except auto rental, which is assumed to occur at Des Moines International Airport in Polk County.
Source: Johnson Consulting

As shown in Table 7-10, the spending associated with the Point Development District visitation is projected to generate a total of \$9.9 million of tax revenues annually. This include \$7.2 million in sales tax revenues, \$2.7 million in hotel/motel tax revenues from both on-site and off-site hotels, and \$53,000 in automobile rental tax revenues.

Tax benefits to Iowa State are estimated to amount to \$5.2 million, which includes \$5.1 in State sales tax revenues and \$53,000 in auto rental tax revenues. Tax benefits to Marion County are estimated to amount to \$4.7 million, which includes \$1.0 million in LOST revenues, \$1.0 million in SILO tax revenues, and \$2.7 million in Hotel/ Motel tax revenues. Portions of these tax revenues will be distributed by the State and County back to the City of Pella as appropriate, however, such calculation is beyond the scope of this study.

Recurring Fiscal Impact: Property Tax from District Real Estate

Property tax is levied on the taxable value of real property, that is, mostly land, buildings, structures, and other improvements that are constructed on or in the land, attached to the land or placed upon a foundation.

Currently, the City of Pella's property tax is approximately \$32 per mil of assessed value. Property tax revenues generated from the District development are estimated for the following major components of Phase I: the 350-room Waterpark Hotel and Conference Center, two residential condominium towers, and 50,000 square feet of support retail.

Table 7-13 summarizes the property tax estimates from the Hotel, residential units, and retail. As described previously, specifically for the residential units, it is assumed that 30 percent of the 120 units are primary residences, of which only 55 percent of the assessed value is subject to tax. The other 70 percent are secondary homes, of which 30 percent are rented as commercial units. Any commercially rented units are subject to full assessment, but secondary residences that are not, are otherwise eligible for the rollback. Overall, between primary residences and second homes, 79 percent of all units are eligible for the rollback, while the commercially rented second-home units make up 21 percent of all units.

Table 7-13

The Point Development District Estimated Annual Property Tax					
	Units	Est. Value/ Unit	Est. Assessed Value (\$000's)	Millage Rate per \$1000 of Value	Est. Property Tax
Waterpark Hotel	350 rooms	\$250,000	\$87,500	\$32	\$2,800,000
Residential Units					
Primary/ Secondary Residences	79% of units	\$54,000,000*	\$42,660	\$32**	\$750,816
Commercial Rentals	21% of units	\$54,000,000	\$11,340	\$32	\$362,880
Retail	50,000 SF	\$135	\$6,765	\$32	\$216,486
Total					\$4,130,182

**Reflects total value of two condominium towers.
**For primary and secondary residences, only 55% of the assessed value of the property is subject to tax.
Source: Johnson Consulting*

As shown in the table, property tax from Hotel, residential units, and retail is estimated to amount to \$4.1 million annually.

Jobs Created in the Development

In terms of jobs, the District associated employment is estimated to include 757 full-time equivalent jobs as summarized in Table 7-14.

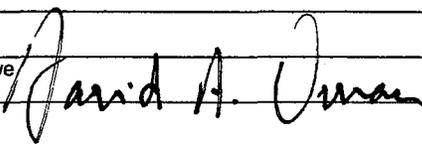
Table 7-14

The Point Development District Permanent Employment — Phase I	
Project Elements	FTE Jobs On Site
Earthpark	222
Condominium Towers	11
Destination Waterpark/ Hotel	350
Retail	143
Central Surface Parking, Paved and Grass Overflow*	6
Amphitheater/ Events Pavilion	10
Infrastructure, Public Amenities, and Grounds	15
Total	757
Fiscal Impact from District Employment	
Average Salary	\$27,200
Total Earning Income	\$20,590,400
State Income Tax Rate	5%
State Income Tax Revenues	\$1,029,520
*Includes 1,200 to 1,500 spaces for Earthpark, Hotel, and Amphitheater	
Source: Johnson Consulting	

Salaries for the various positions throughout the District vary, but assuming an average salary of \$27,200, District employment translates to \$20.6 million of earning income. Applying an average rate of 5.0 percent income tax, State income tax revenues from District employment is estimated to amount to \$1.03 million annually.

**APPLICATION FOR
FEDERAL ASSISTANCE**

Version 7/03

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		<input type="checkbox"/> Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2. DATE SUBMITTED November 15, 2007	Applicant Identifier	
			3. DATE RECEIVED BY STATE	State Application Identifier	
			4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier DE-FG02-04CH11230	
5. APPLICANT INFORMATION					
Legal Name: Earthpark f/k/a Iowa Child Institute			Organizational Unit: Department: Administrative		
Organizational DUNS: 064630424			Division: NA		
Address: Street: 1533 Linden Street, Suite 200			Name and telephone number of person to be contacted on matters involving this application (give area code)		
City: Des Moines			Prefix: Mr.	First Name: David	
County: Polk			Middle Name A.		
State: IA			Last Name Oman		
Zip Code 50309			Suffix:		
Country: United States			Email: davidoman02@aol.com		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 42-1506245			Phone Number (give area code) 515-243-9300		Fax Number (give area code) 515-243-3785
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> C <input type="checkbox"/>			7. TYPE OF APPLICANT: (See back of form for Application Types) 501(c)(3) Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): 81-049			9. NAME OF FEDERAL AGENCY: U.S. Department of Energy		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): State of Iowa			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Iowa Environmental/Education Project		
13. PROPOSED PROJECT Start Date: 09/15/04			14. CONGRESSIONAL DISTRICTS OF: a. Applicant State of Iowa 3		
Ending Date: 12/31/2012			b. Project State of Iowa 3		
15. ESTIMATED FUNDING:			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$	48,305,000 ⁰⁰	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant	\$	⁰⁰	DATE:		
c. State	\$	1,984,944 ⁰⁰	b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local	\$	51,350,000 ⁰⁰	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other	\$	63,893,614 ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
f. Program Income	\$	⁰⁰	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$	165,533,558 ⁰⁰			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Authorized Representative					
Prefix Mr.		First Name David		Middle Name A.	
Last Name Oman		Suffix			
b. Title Executive Director		c. Telephone Number (give area code) 515-243-9300			
d. Signature of Authorized Representative 		e. Date Signed 11/30/07			

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	Select the appropriate letter in the space provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>B. County</td> <td>J. Private University</td> </tr> <tr> <td>C. Municipal</td> <td>K. Indian Tribe</td> </tr> <tr> <td>D. Township</td> <td>L. Individual</td> </tr> <tr> <td>E. Interstate</td> <td>M. Profit Organization</td> </tr> <tr> <td>F. Intermunicipal</td> <td>N. Other (Specify)</td> </tr> <tr> <td>G. Special District</td> <td>O. Not for Profit Organization</td> </tr> <tr> <td>H. Independent School District</td> <td></td> </tr> </table>	A. State	I. State Controlled Institution of Higher Learning	B. County	J. Private University	C. Municipal	K. Indian Tribe	D. Township	L. Individual	E. Interstate	M. Profit Organization	F. Intermunicipal	N. Other (Specify)	G. Special District	O. Not for Profit Organization	H. Independent School District		17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
A. State	I. State Controlled Institution of Higher Learning																		
B. County	J. Private University																		
C. Municipal	K. Indian Tribe																		
D. Township	L. Individual																		
E. Interstate	M. Profit Organization																		
F. Intermunicipal	N. Other (Specify)																		
G. Special District	O. Not for Profit Organization																		
H. Independent School District																			
8.	Select the type from the following list: <ul style="list-style-type: none"> • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table> 	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)												
A. Increase Award	B. Decrease Award																		
C. Increase Duration	D. Decrease Duration																		
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		

0.00 *

48,505,000.00 *

1,984,944.00 *

51,350,000.00 *

63,893,614.00 *

165,553,558.00 *

0.00 *

SF 424
Line 15 Detail

	Column [a] 1-Dec-07	Column [b] 30-Jun-08	Column [c] Total Funds
a. Federal			
Department of Energy Grant	\$ 48,305,000	\$ -	\$ 48,305,000
b. Applicant			
	\$ -		\$ -
c. State			
Revitalize Iowa's Sound Economy "RISE" Infrastructure Grant	1,984,944	\$ -	\$ 1,984,944
d. Local			
Development Generated Revenues	\$ 11,700,000	\$ 13,300,000	\$ 25,000,000
Local & Regional Entities	\$ 23,850,000		\$ 23,850,000
Earthpark Charitable Contributions (January 1 2006 - Nov 30, 2007)	\$ 2,500,000		\$ 2,500,000
e. Other			
Maxon Corporation -- Energy Infrastructure	\$ 10,000,000	\$ -	\$ 10,000,000
Other Individuals	\$ 300,000		\$ 300,000
Additional Private & Public Support		\$ 53,593,614	\$ 53,593,614
f. Program Income			
	\$ -	\$ -	\$ -
g. Total			
	<u>\$ 98,639,944</u>	<u>\$ 66,893,614</u>	<u>\$ 165,533,558</u>

Notes

Column [a] represents public and private contributions secured as of December 1st, 2007
Column [b] represents additional public and private contributions expected to be secured by June 30, 2008
Column [c] represents total funds expected to be secured by June 30, 2008

0.00 *

0.00 *

4,878,023.00 +
1,984,944.00 +
13,179,939.00 +
7,289,826.00 +
93,000.00 +
4,760,348.00 +
185,000.00 +
93,981,558.00 +
891,420.00 +
25,000,000.00 +
13,289,500.00 +
165,553,556.00 *

0.00 *

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 4,878,023 .00	\$.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 1,984,944 .00	\$.00	\$.00
3. Relocation expenses and payments	\$ 0 .00	\$.00	\$.00
4. Architectural and engineering fees	\$ 13,179,939 .00	\$.00	\$.00
5. Other architectural and engineering fees	\$ 7,289,826 .00	\$.00	\$.00
6. Project inspection fees	\$ 93,000 .00	\$.00	\$.00
7. Site work	\$ 4,760,348 .00	\$.00	\$.00
8. Demolition and removal	\$ 185,000 .00	\$.00	\$.00
9. Construction	\$ 93,981,558 .00	\$.00	\$.00
10. Equipment	\$ 891,420 .00	\$.00	\$.00
11. Miscellaneous	\$ 25,000,000 .00	\$.00	\$.00
12. SUBTOTAL (sum of lines 1-11)	\$ 152,244,058 .00	\$.00	\$.00
13. Contingencies	\$ 13,289,500 .00	\$.00	\$.00
14. SUBTOTAL	\$ 165,533,558 .00	\$.00	\$.00
15. Project (program) income	\$ 0 .00	\$.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 165,533,558 .00	\$.00	\$.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.		Enter eligible costs from line 16c Multiply X <input type="text"/> %	\$ <input type="text"/> .00

Budget Detail -- DRAFT
Cost Share Plan

No.	Budget Classification	Column [a] \$ Budget	Column [b] DOE Funding	Column [c] Cost Share Funding	Column [d] Total Funding
1	Administrative and legal expenses	\$ 4,878,023	\$ 3,018,023	\$ 1,860,000	\$ 4,878,023
2	Land, structures, rights-of-way, appraisals, etc.	\$ 1,984,944	\$ -	\$ 1,984,944	\$ 1,984,944
3	Relocation expenses and payments	\$ -	\$ -	\$ -	\$ -
4	Architectural and engineering fees	\$ 13,179,939	\$ 3,671,542	\$ 9,508,397	\$ 13,179,939
5	Other architectural and engineering fees	\$ 7,289,826	\$ 747,112	\$ 6,542,714	\$ 7,289,826
6	Project inspection fees	\$ 93,000	\$ 46,500	\$ 46,500	\$ 93,000
7	Site work	\$ 4,760,348	\$ -	\$ 4,760,348	\$ 4,760,348
8	Demolition and removal	\$ 185,000	\$ -	\$ 185,000	\$ 185,000
9	Construction	\$ 93,981,558	\$ 40,821,823	\$ 53,159,735	\$ 93,981,558
10	Equipment	\$ 891,420	\$ -	\$ 891,420	\$ 891,420
11	Miscellaneous	\$ 25,000,000	\$ -	\$ 25,000,000	\$ 25,000,000
12	SUBTOTAL (lines 1-11)	\$ 152,244,058	\$ 48,305,000	\$ 103,939,058	\$ 152,244,058
13	Contingencies	\$ 13,289,500	\$ -	\$ 13,289,500	\$ 13,289,500
14	SUBTOTAL	\$ 165,533,558	\$ 48,305,000	\$ 117,228,558	\$ 165,533,558
15	Project (program) income	\$ -	\$ -	\$ -	\$ -
16	TOTAL PROJECT COSTS	\$ 165,533,558	\$ 48,305,000	\$ 117,228,558	\$ 165,533,558

November 26, 2007

**BUDGET EXPLANATION PAGE FOR
NON-RESEARCH FINANCIAL ASSISTANCE (CONSTRUCTION)**

Please provide detailed information in narrative form to support those categories that pertain to your project's budget items.

1. Administrative Expenses/Legal Expenses (Item 1 on Budget Information Page)
 - a. Identify any domestic or foreign travel costs (estimate number of trips, destinations, and purposes of travel). Include an itemization of costs including airline, hotels, rental cars, etc. Specify the basis for the expenses (e.g., airline ticket quotations, past trips of a similar nature, etc.). Identify any legal expenses associated with the project and provide the basis for the cost.

In 2006, travel expenses were approximately \$47,000, primarily to facilitate program development and strategic partnerships. We would expect a similar level of expenditures for travel in 2008 and 2009 assuming completion of project financing in Q1 2008. Earthpark has a Vendor reimbursement policy that covers meals, incidental expenses, lodging, airfare and other purchases (see Tab 13).

Earthpark's reimbursement policy establishes per diem rates for lodging and meals. In addition, Earthpark utilizes the services of a travel agency to help manage travel expenses and ensure selection of competitive air fares. Detailed documentation is required for all reimbursements.

Legal expenses for 2006 were approximately \$15,000 for 2006. These expenses were incurred to support ongoing operations and provide legal counsel at board meetings. We would expect a higher level of expenditures for 2008 and 2009 as we prepare and review contracts, documents, address permitting issues, etc.

- b. Identify any work pertaining to the locating and designing, surveying and mapping, and other related work required prior to actual construction. Provide the basis for the expenses (e.g., previous work of a similar nature, contractor quote, etc.)

Survey and mapping work for Earthpark and the Earthpark campus will be completed as part of Earthpark's final concept design work and campus master planning work.

Grimhaw Architects have provided an estimate for the completion of this work as follows: Phase One: Earthpark Vision Plan – \$220,000; Phase Two: Comprehensive Masterplan – \$340,000; and Earthpark Final Concept Design – \$160,000.

It is anticipated that a portion of the cost for the Phase Two: Comprehensive Masterplan work will be shared with Earthpark's other campus development partners.

- c. Identify any personnel positions that will be supported under this grant. Provide a justification for the need for the personnel that will be covered under this grant. State the amounts of time (i.e., hours or percentages of time) to be expended by each position under this grant. Identify the basis for the proposed compensation.

This budget category includes startup operations for a core Earthpark staff of 5-6 full time equivalent personnel (FTE), who are working on completion of project financing, providing oversight of the planning and design process, continuing fundraising, and providing ongoing program development and public outreach services.

Anticipated staff/contract positions include: (1) Executive Director, (2) Director of Finance & Business Development, (3) Office Manager/Administrative Assistant, (4) Director of Development (Fundraising); and (5) Director of Education & Outreach. Compensation is and will be based on market rates.

Based on 2005 and 2006 operating results, the estimated costs for these core services in 2008 and 2009 are \$1.5 million, respectively. Line 1 on the Budget Information page includes an estimated \$1,158,023 in past administrative costs paid for by the Department of Energy prior to the freeze of funds.

2. Land/Structure/Rights-of-Way (Item 2 on Budget Information Page)

- a. Describe any costs associated with site and right-of-way acquisition (including purchasing, leasing and/or easements).

This line item includes \$1.42 million in campus roadway improvements that will extend Bos Landen drive into the campus to be paid for by a Iowa Department of Transportation Revitalize Iowa's Sound Economy "R.I.S.E." grant.

Although no additional funds are currently budgeted for the acquisition of Earthpark's real property interests within the campus, it is possible that up to \$ 3 million in restricted cash may be pledged to Earthpark to make such acquisitions.

3. Relocation Expenses (Item 3 on Budget Information Page)

- a. Describe any costs related to relocation expenses.

None anticipated at this time.

4. Architectural/Engineering Fees (Items 4 & 5 on Budget Information Page)

- a. Describe the professional services to be provided. Itemize the costs and provide the basis for the costs (e.g., contractor quote or estimate, negotiated fee, etc.).

In May 2005, using a competitive RFP process, Earthpark entered into a contractual agreement with Kajima Urban Development (KUD) to oversee design and construction of Earthpark under a Guaranteed Maximum Price Contract.

Later in 2005, Grimshaw was selected as lead architect under a competitive process that was facilitated by KUD. As detailed behind Tab 9, a design budget of \$20.5 million has been established to cover "soft costs:" architectural and engineering fees, planning and pre-construction activities.

Items 4 and 5 on the Budget Information Page include \$1,008,601 and \$747,112, respectively, in past architectural, engineering and related costs paid for by the Department of Energy prior to the freeze of funds.

- b. Provide a brief justification of how the contractor was selected (e.g., selection by bid process, newspaper advertisement, etc.).

A Request for Proposal (RFP) process was used to select KUD, the development manager, and Grimshaw the principal architect and lead designer.

- c. Are any sole source contracts contemplated? Provide sufficient detail for justification of the use of a single source contract.

No.

5. Project Inspection Fees (Item 6 on Budget Information Page)

- a. Describe the costs associated with any fees for inspection and audit of the construction activities associated with the project.

Project inspection fees have been included in line 6 of the budget, as presented behind Tab 7. This estimate represents an approximate budget number that the Weitz Company typically sees for projects of this size and scope. When the design documents are further defined, the inspection fees will be competitively bid and awarded.

6. Site Work/Demolition and Removal (Items 7 & 8 on Budget Information Page)

- a. Describe the costs associated with the site preparation, demolition and removal of structures/objects from the area under development. If this activity is to be contracted out, please describe the process used for selecting the contractor (e.g., RFP, contractor/vendor quotations, etc.).

The demolition and site work budget estimates are derived from the Weitz construction budget of \$4,945,348 listed on line 13 behind Tab 10. The site work budget of \$4,760,348 on line 7 behind Tab 7 includes the following costs:

- **Clearing and grubbing, demolition and mass grading for \$2,134,290**
- **Site Utilities for \$896,447**
- **Paving and walks for \$956,339**
- **Experiential site features for \$342,156**
- **Tunnels and air intake/exhaust tunnels for \$294,254**
- **Temporary roads and dewatering for \$136,862**

All of this work is anticipated to be contracted through a competitive bid process.

7. Construction (Item 9 on Budget Information Page)

- a. Describe the work and itemize the costs associated with the actual construction of, addition to, or renovation of a facility.

The original construction cost estimate for a 300,000 SF facility is based on Weitz-Turner's Initial Owner's Budget completed in June 2006.

As described behind Tab 10, the cost estimate presented in the application is for a project that has been scaled at 250,000 SF with some reductions to the aquarium features. The costs have been escalated by Weitz construction to Q4 2007.

Construction costs of \$93,981,558 for line 9 of the Budget Information Page (Tab 7) are included in the Weitz budget behind Tab 10, line items 1-10, 12, 14 and 15. Line

item 9 on the Budget Information Page includes \$821,823 in past pre-construction funds paid for by the Department of Energy prior to the freeze of funds.

- b. If the construction activity is to be contracted out, please describe the process used for selecting the contractor (e.g., RFP, other selection process, etc.).

As the development manager working under a guaranteed maximum price contract, KUD will have oversight of the contracting process for construction and project delivery on-time and on-budget. Weitz/Turner, working as the construction manager, will competitively bid the majority of the construction activities to qualified contractors.

- c. Are any sole source contracts contemplated? Provide sufficient detail for justification of the use of a single source contract.

No.

8. Equipment (Item 10 on Budget Information Page)

- a. Itemize and describe the equipment (both fixed and movable) that are to be purchased under this grant (include permanently attached laboratory tables, built-in audiovisual systems, movable desks, chairs and laboratory equipment, and medical equipment such as linear accelerators, CT scanners, etc.).

This is a preliminary budget estimate. General categories of equipment include waste collectors, compactors, and destructors; food service equipment, including both public and habitat preparation; hospital and necropsy equipment.

- b. Provide the basis for the cost estimates (e.g., vendor quotations, catalog pricing charts, etc.)

The initial budget for this line item was established by Weitz-Turner based on historical data from design firm and construction manager experience.

- c. Briefly justify the need for the items to be purchased.

This equipment is required to care for and clean animal habitat areas as well as separately prepare public food consumption. Office computer equipment upgrades to establish a network that can, when practical, be linked to construction site/facility computer(s) to facilitate efficiency in communications and reduction in travel time.

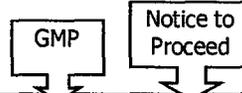


DRAFT

**Earthpark
Summary Budget**

Date: 6/5/2006
Revised Date: 12/31/2006

Concept Complete + Additional Time + 46 months to Complete



	Concept + Balance 2006	Schematic Design 4 Months	Design Development 8 Months (1 mos overlap)	Constr. Doc 10 Months (5 mos overlap) before NTP	Construction 30 Months (Constr. Doc 5 mons overlap) after NTP		Total
A/E, Soft and Management Costs	\$ 1,528,174	\$ 2,263,045	\$ 2,815,534	\$ 2,402,759	\$ 3,718,454	\$ 7,741,798	\$ 20,469,765 13%
Earthpark Costs	\$ 77,250				\$ 2,238,413	\$ 12,684,338	\$ 15,000,000 10%
Construction Costs	\$ 55,000		\$ 50,000	\$ 50,000	\$100,000	\$121,745,000	\$ 122,000,000 77%
Totals	\$ 1,660,424	\$ 2,263,045	\$ 2,865,534	\$ 2,452,759	\$ 6,056,867	\$ 142,171,136	\$ 157,469,765 100%

Concept + Balance to 2006	\$1,660,424
Schematic Design	\$2,263,045
Design Development	\$2,865,534
At G.M.P.	\$7,770,108
Before Notice to Proceed	\$9,241,763
First 5 Months of Construction	\$50,000
Complete Construction Documents	\$8,359,626
Construction period cost	\$122,000,000
Soft, Mgmt., Constr.	\$142,469,765
Total Construction	\$150,680,761
Project Total	\$157,469,765



DRAFT

Earthpark

Date: 6/5/2006

2.01 A/E, Soft and Management Costs

Revised Date:

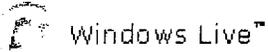
12/31/2006

Concept + Balance to 2006	Schematic Design 4 Months	Design Development 8 Months (1 mos overlap)	Constr. Doc 10 Months (5 mos overlap) before NTP	Construction 30 Months (Constr. Doc 5 mons overlap) after NTP		
\$ 1,528,174	\$ 2,263,045	\$ 2,815,534	\$ 2,402,759	\$3,718,454	\$ 7,741,798	\$20,469,765

Fee and Reimbursable (excluding additional services)	Concept+ Balance 2006	Schematic Design	Design Development	Construction Doc's	Construction (Doc 5 mons overlap)		Total
	1	4	7+1	5	5	25	
Original KUD Fee	\$ 37,588	\$ 150,353	\$ 263,118	\$ 187,941	\$ 887,500	\$ 2,733,500	\$ 4,260,000
KUD Fee	\$ 594,000	\$ 144,000	\$ 252,000	\$ 180,000	\$ 748,000	\$ 2,594,000	\$ 4,512,000
Additional Services	\$ 45,000						\$ 45,000
KUD Reimbursable	\$ 345,500	\$ 79,000	\$ 136,000	\$ 98,000	\$ 345,721	\$ 1,728,605	\$ 2,732,826
Total	\$ 984,500	\$ 223,000	\$ 388,000	\$ 278,000	\$1,093,721	\$ 4,322,605	\$ 7,289,826
Consultants' Fee	\$ 400,664	\$ 1,976,328	\$ 2,309,620	\$ 1,993,247	\$1,993,247	\$ 2,826,870	\$11,499,975
Other Project Consultant Fee		\$ 12,000	\$ 20,000	\$ 15,000	\$ 366,788	\$ 276,500	\$ 690,288
Additional Services	\$ 107,238						\$ 107,238
AE Reimbursable	\$ 35,772	\$ 22,080	\$ 38,640	\$ 27,600	\$ 27,600	\$ 137,999	\$ 289,689
Contingency		\$ 29,637	\$ 59,275	\$ 88,912	\$ 237,100	\$ 177,825	\$ 592,749
Total	\$ 543,674	\$ 2,040,045	\$ 2,427,534	\$ 2,124,759	\$2,624,733	\$ 3,419,193	\$13,179,939
2.01 A/E, Soft and Management Costs Total for each phase	\$ 1,528,174	\$ 2,263,045	\$ 2,815,534	\$ 2,402,759	\$3,718,454	\$ 7,741,798	\$20,469,765

*proposed architect's fees excluding reimbursable

Architect's Fees	\$ 250,619	\$ 2,126,371	\$ 2,309,620	\$ 3,986,491	\$ 2,826,869	\$11,499,970
Grimshaw's Fees	2%	18%	20%	35%	25%	100%



Note on Weitz/KUD Construction Budget Estimate

From: **John Norwood** (jmnorwood@hotmail.com)
Sent: Thu 11/15/07 3:05 PM
To: (Unknown)

The base construction budget estimate for this application is based on Column (4), which includes a 17% square foot reduction to 250,000 square feet plus a scope reduction in the aquarium features, as described in the box, line 2. This budget was derived using the Initial Owner's Budget prepared by KUD and Weitz/Turner for a 300,000 sq.ft. facility in June 2006.

In order to be conservative, additional cost savings related to the "DML offer" and "Pella site advantages" as listed in the box, line 3 have not been factored into the cost estimate described below, although some of these additional savings may be realized later.

Earthpark management would like to pursue a scope reduction that would not be as dramatic as called for in the budget for Column (4), line 2 "Special Construction." Instead, management has selected the mid-point between the two line item budgets: \$19,573,299 and \$9,786,649, which is \$14,679,974 as a preferred budget target.

For purposes of developing the construction budget as presented in Tab 8, this dollar value has been added to the construction budget for Column (4) line 2. The adjusted total budget is therefore \$108,214,501 (total of column 4) + \$4,893,325 (the difference between the two line items noted above) = \$113,107,825.

?



**BUILD IN
GOOD COMPANY.**

1. Reduce Square Footage to 250,000 s.f. (17%)	
Cloud, Deep, Flood	170,000
BOH, LSS	15,000
Latitudes	50,000
Lab (incl. With Latitudes)	10,000
Admin	5,000
Total (reference CDR program summary)	250,000
2. Reduce special construction and aquarium elements to jewel tank category with self contained LSS	
4. Construction Estimate	\$ 108,214,501.27
3. Take \$5.7 (\$6.7 reduced by 17%) savings included in DML offer and from Pella site advantages	(\$5,700,000)
4. Total	\$ 102,514,501.27
5. Target Budget	\$ 100,000,000.00

93,981,556.00	2,220,923.44	4,134,941.75	5,474,562.10	8,106,217.55	4,805,473.73	514,795.29	4,805,473.73	8,621,011.88	14,679,974.00	40,247,732.06
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Earthpark Business Plan Construction Costs, escalated to current	(1)	(2)	(3)	(4)
	1st Q 07	4th Q 07	Square foot reduction - 17%	Scope reduction (Special Constr.)
	ENR/Turner escalation	ENR/Turner escalation		
(1) Superstructure, Exterior Closure Roofing & Walls	\$ 44,504,581.64	\$ 47,089,846.52	\$ 40,247,732.06	\$ 40,247,732.06
(2) Special Construction (includes habitat, trees, acrylic, life support, interpretive exhibits)	\$ 21,643,491.87	\$ 22,900,759.27	\$ 19,573,298.52	\$ 9,786,649.26
(3) Foundations	\$ 9,532,823.53	\$ 10,086,583.90	\$ 8,621,011.88	\$ 8,621,011.88
(4) Tanks	\$ 1,363,204.85	\$ 1,442,393.23	\$ 1,232,814.73	\$ 1,232,814.73
(5) Interior Construction	\$ 5,313,730.41	\$ 5,622,404.26	\$ 4,805,473.73	\$ 4,805,473.73
(6) Theater	\$ 569,243.24	\$ 602,310.50	\$ 514,795.29	\$ 514,795.29
(7) Conveying Systems	\$ 2,310,317.42	\$ 2,444,523.43	\$ 2,089,336.27	\$ 2,089,336.27
(8) Plumbing & Fire Protection	\$ 1,630,394.51	\$ 1,725,103.90	\$ 1,474,447.78	\$ 1,474,447.78
(9) HVAC	\$ 8,963,581.36	\$ 9,484,274.53	\$ 8,106,217.55	\$ 8,106,217.55
(10) Electrical	\$ 6,053,585.72	\$ 6,405,237.66	\$ 5,474,562.10	\$ 5,474,562.10
(11) Equipment	\$ 985,702.21	\$ 1,042,961.51	\$ 891,420.10	\$ 891,420.10
(12) Furniture Fixtures and Equipment	\$ 419,447.13	\$ 443,812.76	\$ 379,327.14	\$ 379,327.14
(13) Site	\$ 5,468,398.68	\$ 5,786,057.19	\$ 4,945,348.02	\$ 4,945,348.02
(14) General Conditions	\$ 4,572,278.82	\$ 4,837,881.85	\$ 4,134,941.75	\$ 4,134,941.75
(15) Overhead / Fee / Profit	\$ 2,455,822.07	\$ 2,598,480.43	\$ 2,220,923.44	\$ 2,220,923.44
(16) Construction Estimate	\$ 115,786,603.47	\$ 122,512,630.94	\$ 104,711,650.37	\$ 94,925,001.11
(17) Contingency	\$ 15,939,005.52	\$ 16,864,900.11	\$ 14,414,444.53	\$ 13,289,500.16
(18) Total Construction Estimate	\$ 131,725,608.99	\$ 139,377,531.04	\$ 119,126,094.91	\$ 108,214,501.27



Larry Hudspeth Consulting Services



Larry Hudspeth Consulting Services
3669 Fanwood Ave
Long Beach, CA 90808



Phone: 562.496.0400
Cell: 562.243.4496
E-mail: lhudspeth@charter.net

Date: November 11, 2007
To: John Norwood, Earthpark
Fm: Larry Hudspeth
RE: Pre-opening Budget

The Earthpark "Pre-Opening Budget", or "POB", of \$15,000,000 was derived using two different types of analyses. The first, and most direct point of comparison, was the POB of the Long Beach Aquarium of the Pacific actual results. The second analysis relied on data derived from a survey of the operating budgets of a number of comparative aquariums and zoos. For ease of reference, a copy of the POB is appended to this memo.

The POB period for Earthpark is estimated to last 32 months—2 years and 8 months. There is a coincidental relationship—almost a rule-of-thumb—between a 12 month annual operating budget and the POB of a start-up facility like Earthpark. The relationship is that the POB is coincidentally materially similar to an annual operation budget. This similarity was crucial in making preliminary estimates of Earthpark expenses for its POB period.

The POB has not been developed in greater detail because the facility plans have not yet advanced to the point of the detail needed to create a zero-based POB. In addition, a POB has a number of expenses that are incurred usually only once in the lifetime of a project. Examples include recruitment and relocation of a large portion of total staff, the grand opening gala, etc.

To simplify comparisons and planning, the Earthpark POB uses the same expense categories as its operational model, subsuming the once-only expenses into other line items. Finally, the bulk of capital acquisitions are assumed to be handled through a separate construction budget and are not included in the POB, except for office equipment and the like.

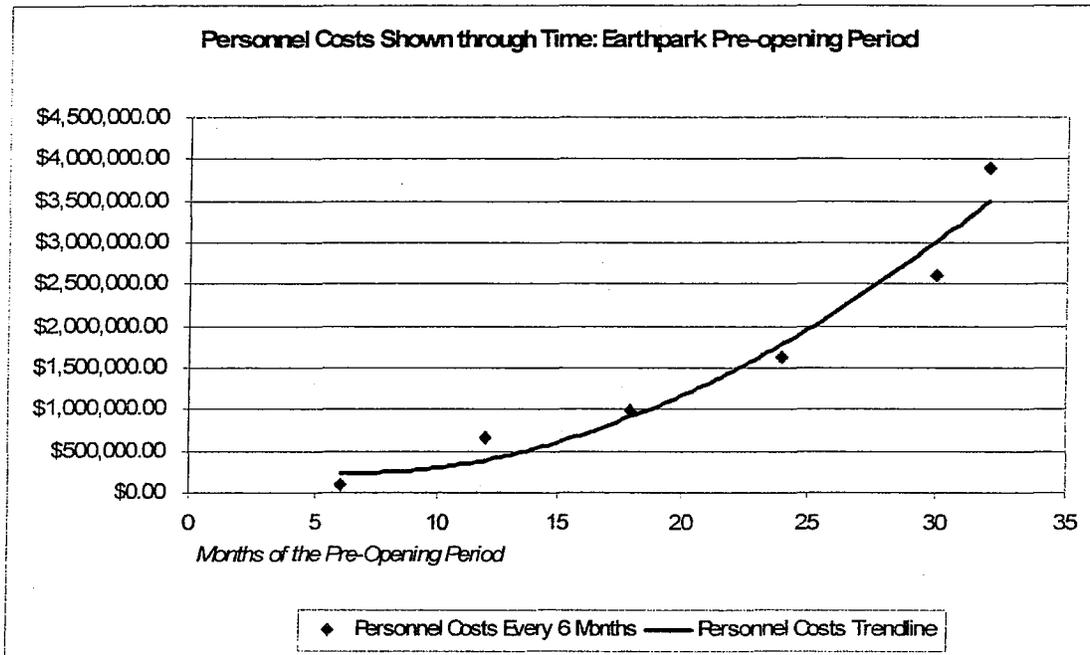
The AOP POB had a number of budgeting variances that were ameliorated because of additional interest earnings derived from bond sale proceeds and made available during the POB period. These differences made a direct comparison to the Aquarium of the Pacific pre-opening budget more difficult.

However, due to the coincidental relationship between a POB and a normalized operational budget, the second data set—the broader survey data—was used to create the POB budget by proxy. This was done by comparing the relative size of each expense line to the average operating expenditures for a number of comparative institutions. This comparative data itself was developed using relationships of line items to total revenues, allowing meaningful comparisons and averaging across a diverse group of organizations. For Earthpark, the relative sizing of line items to total expenses was applied to the POB estimate. These forecasted amounts were “tested” against actual POB results for the Aquarium of the Pacific. The results were materially similar, except for specific line items such as utilities, and capital acquisitions.

The single biggest category of expenses for the POB period will be personnel. Personnel costs can be roughly estimated through the time of the 32 months of the POB period. The table below shows a “typical” hiring sequence. The particular model used for this forecast is less important because the pattern is similar for all models. This particular model shows personnel costs every 6 months. The final data point is a transformation of the final 2 months of the 32 month POB period into a 6 month comparative figure. For comparative purposes, it does illustrate the acceleration of personnel that are brought on-board just prior to opening.

Costs for personnel in the POB period differ from the normalized operating model because personnel costs are built up to a higher level just prior to opening to handle peak attendance during the initial year of operations. Often, a 50% boost of attendance over stable year operations can be expected in the first year. However, there is not a 50% increase in personnel costs because the increase happens only in the departments directly dealing with the public: in Earthpark’s case those are Education, Marketing (visitor services positions), and Mixed Media Theater staffing.

Organization wide, the increase in personnel might be by a factor of 25% over stable year operations. For example, if 160-170 FTE are the normal personnel size for the proposed facility, assuming a medium attendance level, 200-215 FTE would be needed for the first year of operations. Following this model, total personnel costs could be \$7.2 M, as presented in the POB.



There are a number of other POB expenses that are not typical of a normalized year of operations. Utilities costs are estimated at closer to 4 times those experienced by the Aquarium of the Pacific (“AOP”), located in a relatively mild climate. Advertising costs, on the other hand, are similar to those of the AOP, but for different reasons. AOP found itself paying more and getting less because it was in one of the most expensive media markets in the United States (second to New York). AOP also had insufficient marketing dollars and relied heavily on a sophisticated public relations campaign that was very demanding on a small departmental staff. However, to help drive projected attendance levels, a Pella-based facility will need a comparable advertising budget to AOP to access lucrative media markets like Chicago.

Supplies costs are also higher than a normalized year of operations. Part of the budget forecast for supply costs is the build-up of an inventory of items regularly used on a daily basis, increasing what is also purchased as typical, expendable office products. For instance, supplies for the husbandry, horticultural, and education staff are included in this line item and those departments generally have a multitude of items to purchase in support of normally provisioned operations. Finally, during a start-up more will be spent on consultants and legal fees than will typically be the case in a normalized year of operations. The consultants will aid in setting policies, aiding in specialized technical systems specifications and procurement, and in developing various initial marketing and educational materials.

The AOP Pre-opening budget was initially set at \$13.4 M. If nothing else changed, that same budget today, adjusted for inflation, would be closer to \$19-\$20M. For Earthpark, while some savings might later be realized for any specific line item, the \$15M POB is based on a conservative estimate of costs. The Pre-Opening Budget is, therefore, a reasonable first order approximation. As such, it is useful for current planning purposes until a more-systemically developed budget can be built following the completion of design plans for the building.

Earthpark Pre-Opening Budget

Budget Line Items	Administration	Education	Facilities	Husbandry	Marketing	TOTAL
Salaries (Full Time)	1,897,452	398,339	1,281,807	875,234	693,199	5,146,031
Salaries (Part Time)	498,925	0	93,465	0	0	592,391
Benefits (Full Time)	521,419	109,463	352,327	240,515	190,491	1,414,214
Benefits (Part Time)	64,679	0	12,318	0	0	76,997
Personnel Sub-total	2,982,476	507,802	1,739,917	1,115,748	883,690	7,229,633
Utilities	0	0	926,862	0	0	926,862
Advertising	0	0	0	0	1,669,019	1,669,019
Insurance	333,804	0	0	0	0	333,804
Ground Rent	0	0	0	0	0	0
Postage & Shipping	158,000	0	0	0	58,972	216,972
Telephone	311,500	0	0	0	0	311,500
Professional Fees	109,043	0	0	55,634	0	164,677
Outside Service	104,258	22,254	28,930	49,848	317,114	522,403
Supplies	185,039	65,871	133,522	417,255	107,930	909,615
Equipment Rental	27,817	0	22,254	38,944	0	89,014
Printing & Photography	0	0	0	0	461,280	461,280
Travel & Training	136,303	13,352	35,606	66,761	33,380	285,402
Repairs & Maintenance	0	0	478,786	0	0	478,786
Entertainment	27,817	10,014	4,451	4,451	40,056	86,789
Dues & Subscriptions	11,127	8,345	2,782	5,563	13,908	41,725
Specimen Food	0	0	0	126,567	0	126,567
Specimen Purchase	0	0	0	66,761	0	66,761
Collection Trips	0	0	0	72,324	0	72,324
Taxes, Licenses & Fees	458,424	0	0	0	0	458,424
Office Rental	270,381	0	0	0	0	270,381
Publications	0	0	0	0	38,833	38,833
Legal Fees	72,324	0	0	0	0	72,324
						0
Expenses Sub-Total	2,205,837	119,836	1,633,191	904,108	2,740,493	7,603,464
Total Operating Expenses	5,188,313	627,638	3,373,108	2,019,856	3,624,183	14,833,097
Miscellaneous	166,903					166,903
Total Expenditures	5,355,216	627,638	3,373,108	2,019,856	3,624,183	15,000,000

U.S. DEPARTMENT OF ENERGY
ASSURANCE OF COMPLIANCE
NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, HR-4.3, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Earthpark (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

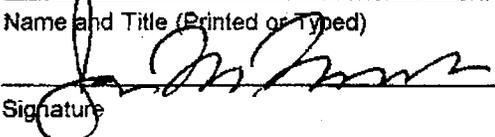
The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

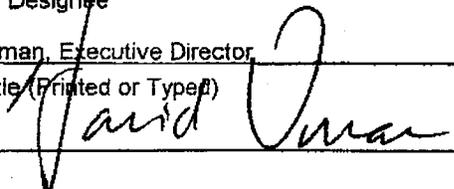
The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements, of 10 C.F.R. 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

DESIGNATED RESPONSIBLE EMPLOYEE

<u>John M. Norwood, Financial Advisor</u>	<u>515-243-9300</u>
Name and Title (Printed or Typed)	Telephone Number
<u></u>	<u>September 26, 2007</u>
Signature	Date

<u>Earthpark</u>	<u>515-243-9300</u>
Applicant's Name	Telephone Number
<u>1533 Linden Street, Suite 200, Des Moines, IA 50309</u>	<u>September 26, 2007</u>
Address	Date

Authorized Official:
President, Chief Executive Officer
or Authorized Designee

<u>David Oman, Executive Director</u>	<u>515-243-9300</u>
Name and Title (Printed or Typed)	Telephone Number
<u></u>	<u>September 26, 2007</u>
Signature	Date

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4769) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>David Oman</i>	TITLE Executive Director
APPLICANT ORGANIZATION Earthpark f/k/a Iowa Child Institute	DATE SUBMITTED 11/15/07

CHANGE-OF-NAME AGREEMENT

The Iowa Child Institute (Contractor), a 401(c)(3) corporation duly organized and existing under the laws of Iowa, and the United States of America (Government), enters into this Agreement as of April 2, 2007.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the U.S. Department of Energy, has entered into certain contracts and purchase orders with The Iowa Child Institute, namely: Dept. of Energy Construction Grant, DE-FG02-04CH11230. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) The Iowa Child Institute, by an amendment to its certificate of incorporation, dated December 19, 2006, has changed its corporate name to Earthpark.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that—

(1) The contracts covered by this Agreement are amended by substituting the name "Earthpark" for the name "The Iowa Child Institute" wherever it appears in the contracts; and

(2) Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

By _____

Title _____

Earthpark,

By David Owen

Title Executive Director



CERTIFICATE

I, Rachel Smith, certify that I am the [acting] Secretary of Earthpark; that David Oman, who signed this Agreement for this corporation, was then Executive Director of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 20th day of November 2007.

By

Rachel Smith



IOWA

No. W00523349
Date: 04/03/2007

SECRETARY OF STATE

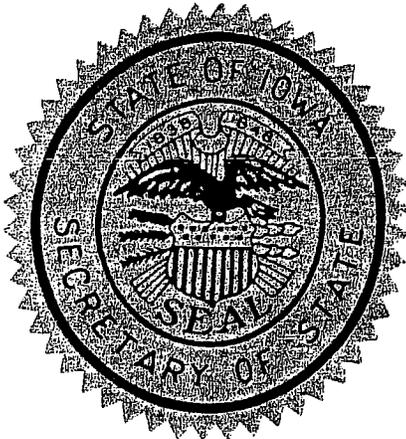
504RDN-000241845
EARTHPARK

ACKNOWLEDGEMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document
Articles of Amendment

The document was filed on April 2, 2007, at 02:59 PM, to be
effective as of April 2, 2007, at 02:59 PM.

The amount of \$10.00 was received in full payment of the filing fee.



Michael A. Mauro

MICHAEL A. MAURO SECRETARY OF STATE



241845

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
THE IOWA CHILD INSTITUTE

2007 APR -2 PM 2:55
STATE OF IOWA
DEPARTMENT OF REVENUE

TO THE SECRETARY OF STATE OF THE STATE OF IOWA

Pursuant to the provisions of Section 504.1005 of the *Code of Iowa* (2005), as amended, the undersigned corporation adopts the following Articles of Amendment to its Restated Articles of Incorporation:

1. The name of the corporation is THE IOWA CHILD INSTITUTE.
2. The amendment to the corporation's Restated Articles of Incorporation is as follows:

RESOLVED, that the corporation's Restated Articles of Incorporation be amended as follows:

- A. By deleting therefrom Article I, "Name", and inserting in lieu thereof the following:

NAME

The name of the corporation is EARTH PARK.

- B. That Article II, Sections One, Two, Three and Four, Article III, Article IV, Article V, Article VII, Article VIII and Article IX, Sections One, Two, Three, Four, Five and Six are amended by striking therefrom the words "The Institute" and inserting in lieu thereof the word "Earthpark".
3. The amendment was adopted on December 19, 2006.
4. The Corporation having no members, approval of its members was not required. The amendment was approved by a sufficient vote of the corporation's Board of Directors.

2

DATED this 31st day of January, 2007.

EARTHPARK (Formerly known as The Iowa
CHILD Institute)

By: Robert D. Pay
Robert D. Pay, Chairman

By: Shannon Montgomery
Shannon Montgomery, Secretary

FILED
IOWA
SECRETARY OF STATE

4-2-07
2:59 pm

W523349



CHANGE-OF-NAME AGREEMENT

LIST OF AFFECTED CONTRACTS

Earthpark, formerly known as The Iowa Child Institute, (Contractor) a 401(c)(3) corporation duly organized and existing under the laws of Iowa, and the United States of America (Government), enters into this Agreement as of April 2, 2007.

The following contract(s) will be affected by this Change of Name:

Dept. of Energy Construction Grant, DE-FG02-04CH11230.

There are no existing Purchase Orders between the Contractor and the Government.

MEARDON, SUEPPEL & DOWNER P.L.C.

LAWYERS

ROBERT N. DOWNER
JAMES D. MCCARRAGHER
MARK T. HAMER
THOMAS D. HOBART
DOUGLAS D. RUPPERT
TIMOTHY J. KRUMH
WILLIAM J. SUEPPEL
CHARLES A. MEARDON
DENNIS J. MITCHELL
DAVID J. BRIGHT
PETER J. GARDNER
ANNE E. DANIELS
ANDREW J. HOSMANEK
PATRICIA G. KROFF
CARRIE L. LATHROP

122 SOUTH LINN STREET
IOWA CITY, IOWA 52240-1802

2431 CORAL COURT, SUITE 5
CORALVILLE, IOWA 52241-2838

TELEPHONE: (319) 338-9222
IOWA CITY FAX: (319) 338-7250
CORALVILLE FAX: (319) 545-4055

WWW.MEARDONLAW.COM

WILLIAM L. MEARDON
(1919-1997)

OF COUNSEL:
WILLIAM F. SUEPPEL
MARGARET T. LAINSON
JEAN BARTLEY

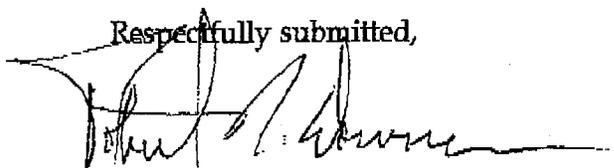
November 12, 2007

TO WHOM IT MAY CONCERN:

The undersigned does hereby warrant and represent as follows:

1. I am a member in good standing of the Bar of the State of Iowa, having been admitted on the 14th day of June, 1963.
2. Since approximately 2002 I have served as counsel for an Iowa nonprofit corporation which was known, at said time, as "The Iowa CHILD Institute."
3. On December 19, 2006 the Board of Directors of The Iowa CHILD Institute adopted Articles of Amendment to its Articles of Incorporation changing the name of said corporation from "The Iowa CHILD Institute" to "Earthpark." The adoption of said amendment was in compliance with the Revised Iowa Nonprofit Corporation Act, Chapter 504, Code of Iowa.
4. Articles of Amendment reflecting said name change were duly filed in the Office of the Secretary of State of the State of Iowa on April 2, 2007 at 2:59 p.m., to be effective at said time and date.
5. Based upon the foregoing and upon my knowledge of the Revised Iowa Nonprofit Corporation Act, it is my opinion that the change of name from "The Iowa CHILD Institute" to "Earthpark" was properly effected under the laws of the State of Iowa effective on April 2, 2007 at 2:59 P.M.

Respectfully submitted,



Robert N. Downer



earthpark.

Vendor Reimbursement Guidelines

All reimbursement requests submitted by the vendor will be reviewed by Earthpark to determine compliance with Earthpark's reimbursement guidelines. Please note Earthpark will not reimburse for an expense if the receipt and supporting documentation have not been provided.

In order to facilitate complete documentation, a sample Reimbursement Request Form is attached to this policy. Please complete the Reimbursement Request form or provide the requisite information requested in an alternative format, and include a copy of the original receipt for each requested reimbursement item.

If a copy of the original receipt is not available, a substitute receipt may be generated as long as the expenditure is under \$20. Once the determination is made that the expenses are reasonable and meet the guidelines, Earthpark will attempt to reimburse the vendor for the expense within 30 days.

Meals and Incidental Expenses: In Iowa, Earthpark will reimburse vendors up to \$50 per person per day, including breakfast, lunch, dinner, tax and tip @ 15% per diem. A detailed receipt including tax and tip is required. Earthpark will not reimburse vendor expenditures for alcoholic beverages. Maximum reimbursement for meals outside of Iowa is as follows:

Meals Maximum (Includes Breakfast, Lunch, Dinner, Tax & Tip @ 15% per diem)	
East Coast (NY, NJ, DC)	\$75
West Coast	\$65
Midwest (outside Iowa)	\$60

Earthpark recognizes that meals conducted with business contacts directly related to Earthpark business may exceed the above established cap. In such cases, vendors who exceed the meal cap must obtain pre-approval in writing from Earthpark. The business purpose, names and number of attendees for the meal must be documented.

Lodging: Earthpark will reimburse for lodging in Iowa according to available rates at the preferred hotels noted below:

Des Moines Preferred Hotels:

Hotel Fort Des Moines
1000 Walnut Street
Des Moines, Iowa 50309
1.800.532.1466

Please reference the Earthpark rate (\$100.00).

Butler House on Grand
4507 Grand Avenue
Des Moines, Iowa 50312
515.255.4096

Please reference the Earthpark rate (\$90.00)

Pella Preferred Hotels:

Holiday Inn Express
2508 Bos Landen Drive
Pella, Iowa 50219
1.800.916.7888
1.641.628.4853

Please reference the Earthpark rate (\$60.00).

Royal Amsterdam Hotel
705 East 1st St.
Pella, IA 50219
1.877.954.8400
1.641.620.8400

Please reference the Earthpark rate (\$69.00).

Vendors who choose to stay elsewhere in Des Moines or Pella and exceed the above rates for each market are responsible for covering the excess cost unless pre-approved by Earthpark.

For lodging other than Des Moines or Pella, hotel reservations must be made through Kathleen Stahl Travel (contact information below). Cancellation charges for hotel reservations will not be reimbursed by Earthpark without cause.

Maximum Reimbursements for per night for lodging outside of Iowa is as follows:

	Lodging Maximum per night
East Coast (NY, NJ, DC)	\$325
West Coast	\$225
Midwest (outside Iowa)	\$150

Hotel Incidentals: Earthpark will not reimburse vendors for long distance telephone calls made on hotel phone lines, in-room movies, or in-room food service.

Entertainment Expenditures: Entertainment expenses will not be reimbursed without pre-authorization from Earthpark. Such items may include, but are not limited to, magazines, movies, theatrical productions, etc.

Wireless Services: Earthpark will not reimburse vendors for wireless service plan fees that have not received written pre-approval from Earthpark. In such cases, Earthpark will only reimburse vendors for the portion of usage incurred while conducting Earthpark business.

For reimbursement, the vendor must provide a copy of the telephone/cellular phone/PDA billing statement, as well as a clear and transparent allocation of those costs applicable to Earthpark. Earthpark retains the right to make adjustments to such cost allocations.

Internet Service Provider Services (ISP): Earthpark will not reimburse vendors for use of Internet Service Plans without written pre-authorization by Earthpark. Earthpark reserves the right to decline reimbursement for single-use connection charges at airports, airports, etc.

Equipment and Material Purchases: Earthpark will not reimburse vendors for equipment purchases, such as cell phones, or computer hardware or software, without written pre-authorization by Earthpark. Equipment must be used exclusively for Earthpark business to qualify for full reimbursement.

Membership Fees, Dues, or Subscriptions: Earthpark will not reimburse fees or dues that are customary for their professional trade or business. Reimbursement for subscriptions is on an exception-only basis and requires pre-authorization by Earthpark.

Air Travel: All air travel reservations for Earthpark must be made through

Kathleen Stahl Travel

(515) 271 - 8091

(800) 982 - 8606

Earthpark's contact person is Becky Frost.

Seating: Vendors will fly coach class, unless upgraded at no additional cost to Earthpark.

Frequent Flier Miles: Vendor may keep frequent flier miles. However, ticket selection shall be made based on obtaining the lowest cost available airfare that meets Earthpark scheduling requirements.

Flight Schedule Changes: Vendors will not be reimbursed for charges incurred for flight schedule changes unless the flight change was made at the request of Earthpark. Flight itineraries shall be made to accommodate full work days when requested by Earthpark.

Rental Car: Earthpark will reimburse vendors for the cost of a mid-sized rental car unless a larger car is pre-authorized by Earthpark. Additional costs to upgrade to Luxury class automobiles will not be reimbursed unless requested by Earthpark. Other voluntary fees such as insurance coverage and/or pre-paid gas are subject to Earthpark pre-approval. Penalties for late car returns, gas surcharges, etc. will not be reimbursed by Earthpark without cause.

Taxi/ Car Service: Earthpark will reimburse vendors for reasonable costs associated with engaging taxi/car services. Receipts must be presented with the following information: date, purpose of travel, origin/destination, and amount paid (including tip). If it is more economical to hire car service for transportation, Earthpark will reimburse for car service. However, a quote for transportation by a taxi company must be obtained and documented as well.

Earthpark will only reimburse vendors for routine and reasonable transportation and related expenses to/from the vendor's principal place of business or residence, whichever is less.

Mileage Reimbursement: Earthpark will reimburse vendors for mileage in the case of use of a personal car. The rate of reimbursement shall be at the established IRS rate in effect as of the date of travel. Mileage receipts must include the following information: date, purpose of travel, origin/destination, miles traveled, and the applicable IRS reimbursement rate. Mileage will only be reimbursed for travel to and from the vendor's principal place of business.

Other Miscellaneous Expenditures: Any other expenses for which the vendor is submitting reimbursement are subject to Earthpark approval. Pre-authorization is recommended.

For Questions:

Please contact Rachel Smith rachel.earthpark@mchsi.com

Earthpark
1533 Linden St., Suite 200
Des Moines, IA 50309

Ph: (515) 243-9300
Fax: (515) 243-3785

FINANCIAL ASSISTANCE PRE-AWARD INFORMATION SHEET

Awardee:

Award No.: Amendment No.:

A. INTELLECTUAL PROPERTY

A.1. RIGHTS IN PROPOSAL DATA

For an award based on a proposal, it is DOE policy that, in consideration of the award, the Government shall obtain unlimited rights in the technical data contained in the proposal unless the awardee marks those portions of the technical information which he asserts as "proprietary data" or specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the award.

Will restrictions be placed on Government rights in the proposal technical data? YES NO

If yes, identify the page number(s) of the proposal which contain technical data that is proprietary or is not directly related to or will not be utilized in the work to be funded under the award:

A.2. IDENTIFICATION OF TECHNICAL DATA WHICH IS PROPRIETARY (LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE)

The Rights in Technical Data clause proposed to be used for this award may not permit the utilization of proprietary data in the award work or, if the use of proprietary data is permitted, may not be adequate to meet programmatic requirements. Use of data that is proprietary may prevent you from meeting the data requirements of the award (including delivery of data). Your attention is particularly drawn to the use of LICENSED COMPUTER SOFTWARE.

Will limited rights data or restricted computer software be utilized in the award work? YES NO

If yes, identify the limited rights data or restricted computer software that will be utilized in the award work:

A.3 Do you intend to request an advance waiver of patent rights? YES NO

Earthpark f/k/a Iowa Child Institute	
Organization Name	
<i>David A. Oman</i>	<i>11/30/07</i>
Signature	Date
David A. Oman	
Typed Name of Authorized Representative	
Executive Director	
Typed Title of Authorized Representative	

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 601, "New Restrictions on Lobbying," and 10 CFR Part 1036, "Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public

transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE 1 (GRANTEES OTHER THAN INDIVIDUALS)

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

1) 1533 Linden Street, Suite 200

Des Moines, IA 50309

2) 617 Franklin Place, Pella, IA 50319

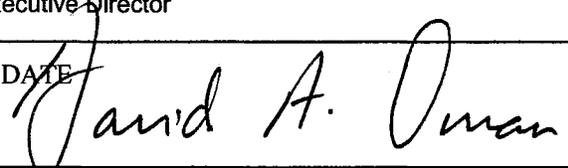
Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER and/or PROJECT NAME
Earthpark f/k/a Iowa Child Institute	Federal Identifier DE-FG02-04CH11230
PRINTED NAME and TITLE OF AUTHORIZED REPRESENTATIVE	
David A. Oman, Executive Director	
SIGNATURE and DATE	
	11/30/07

REPRESENTATION CONCERNING
FINANCIAL MANAGEMENT SYSTEM

At 10 CFR 600.121, the Federal government prescribes standards for financial management systems under its financial assistance awards. In accordance with 10 CFR 600.122, the degree to which a recipient's financial management system meets the standards for fund control and accountability established in 10 CFR 600.121 will determine the method by which the recipient receives payment. 10 CFR 600.121 provides, in part, for the following:

- 1) Accurate, current, and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the Department's financial reporting requirements;
- 2) Records that identify adequately the source and application of funds for federally-sponsored activities;
- 3) Effective control over and accountability for all funds, property, and other assets;
- 4) Comparison of outlays with budget amounts for each award;
- 5) Written procedures to minimize the time elapsing between the transfer of funds to the recipient from the U.S. Treasury and the issuance or redemption of checks, warrants, or payments by other means for program purposes by the recipient;
- 6) Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award; and
- 7) Accounting records, including cost accounting records that are supported by source documentation.

I hereby represent that my financial management system meets all of the standards for financial management systems set forth in 10 CFR 600.121.

David A. Oman

Name

Earthpark f/k/a Iowa Child Institute

Organization

11/15/07

Date

FIN-REP(Edu/Nonprofit)

5/04



**Clifton
Gunderson LLP**

Certified Public Accountants & Consultants

Independent Auditor's Report

Board of Directors
Iowa Child Institute
d.b.a The Environmental Project
Des Moines, Iowa

We have audited the accompanying statements of financial position of the Iowa Child Institute, d.b.a. The Environmental Project as of December 31, 2005 and 2004 and the related statements of activities and cash flows for the year ended December 31, 2005. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement of financial position is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement of financial position. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement of financial position presentation. We believe that our audits provide a reasonable basis for our opinion.

Because we were not engaged to audit the statements of activities and cash flows for the year ended December 31, 2004, we did not extend our auditing procedures to enable us to express an opinion on the statement of activities and cash flows for the year ended December 31, 2004. Accordingly, we express no opinion on them.

In our opinion, the statements of financial position as of December 31, 2005 and 2004 and the related statements of activities and cash flows for the year ended December 31, 2005 referred to above presents fairly, in all material respects, the financial position of the Iowa Child Institute, d.b.a The Environmental Project as of December 31, 2005 and 2004, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated August 1, 2006 on our consideration of the Organization's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Our audit was made for the purpose of forming an opinion on the statement of financial position. The accompanying supplemental information, listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the statement of financial position and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

The Organization is in the development stage and there is an uncertainty about whether it will be able to finance, develop and construct the project it envisions. Management's plans in regard to these matters are described in Note 6 to the financial statements.

Clifton Henderson LLP

West Des Moines, Iowa
August 1, 2006

DRAFT

Independent Auditor's Report

Board of Directors
Earthpark
Des Moines, Iowa

We have audited the accompanying statement of financial position of Earthpark as of December 31, 2006, and the related statements of activities and cash flows for the year ended December 31, 2006. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Earthpark as of December 31, 2006, and the changes in its net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The Organization is in the development stage and there is an uncertainty about whether it will be able to finance, develop and construct the project it envisions. Management's plans in regard to these matters are described in Note 6 to the financial statements.

Cedar Rapids, Iowa
November XX, 2007

Summary -- Earthpark Charitable Contributions

<u>Year</u>	<u>Amount</u>
Nov 2007	\$ 152,950
Jan - Oct 2007	\$ 933,500
Jan - Dec 2006	\$ 1,542,000
Total	<u>\$ 2,628,450</u>

**Earthpark
Bank of the West**

Statement Range Report
Previous Day
As of 01-Nov-2007 - 30-Nov-2007
Printed On 30-Nov-2007 09:27:00 PT

BOW 349011148	Bank of the West The Iowa Child Inst Earthpark	USD
<u>BALANCES</u>		
Opening Ledger As Of Nov 01		NO DATA REPORTED
Closing Ledger As Of Nov 30		NO DATA REPORTED
<u>SUMMARY</u>		
NO SUMMARY DATA REPORTED		
NO DETAIL DATA REPORTED		

BOW	Bank of the West Earthpark	USD
<u>BALANCES</u>		
Opening Ledger As Of Nov 01		NO DATA REPORTED
Closing Ledger As Of Nov 30		NO DATA REPORTED
<u>SUMMARY</u>		
TOTAL CREDITS		152,980.05
TOTAL MISCELLANEOUS CREDITS		152,980.05
TOTAL DEBITS		124,187.36
TOTAL ACH DEBITS		4,468.43
TOTAL CHECKS PAID		84,688.93
TOTAL OUTGOING MONEY TRANSFERS		34,940.00
TOTAL MISCELLANEOUS DEBITS		90.00
<u>CREDITS</u>		
13-Nov-2007 ✓ 75,000.00	Commercial Deposit COMMERCIAL DEPOSIT//	REF1:0850311635
15-Nov-2007 21.05	Commercial Deposit COMMERCIAL DEPOSIT//	REF1:0850187165
15-Nov-2007 9.00	Commercial Deposit COMMERCIAL DEPOSIT//	REF1:0850178905
16-Nov-2007 ✓ 500.00	Commercial Deposit COMMERCIAL DEPOSIT//	REF1:0850144825
20-Nov-2007 ✓ 250.00	Commercial Deposit COMMERCIAL DEPOSIT//	REF1:0850188260
21-Nov-2007 ✓ 1,000.00	Commercial Deposit COMMERCIAL DEPOSIT//	REF1:0850185565
27-Nov-2007 ✓ 75,000.00	Commercial Deposit COMMERCIAL DEPOSIT//	REF1:0850195080
29-Nov-2007 ✓ 1,200.00	Commercial Deposit COMMERCIAL DEPOSIT//	REF1:0850117160
=====		
152,980.05	8 Credits	
<u>DEBITS</u>		
01-Nov-2007 832.00	ACH Debit PREAUTHORIZED ACH DEBIT// IA DEPT OF REV IA REV PAY 110107 7285003077 GOVC/ TXP*0421506245001*205*20070930*R*0000083200*7285003077/ *20071012*141253*20071031V	
01-Nov-2007 30.00	Miscellaneous Fees MISCELLANEOUS FEES//	REF1:0434392423

**EARTHPARK
General Ledger**

e	Reference T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
	321	Individual Contributions-Unrestricted	0.00			
1/19/07	DEP	DEPOSIT ██████████		(75,000.00)		
			January	(75,000.00)	(75,000.00)	
1/01/07	DEP	DEPOSIT ██████████		(75,000.00)		
2/26/07	DEP	DEPOSIT ██████████		(75,000.00)		
			March	(150,000.00)	(225,000.00)	
2/23/07	DEP	DEPOSIT ██████████		(75,000.00)		
			April	(75,000.00)	(300,000.00)	
2/21/07	DEP	DEPOSIT ██████████		(75,000.00)		
			May	(75,000.00)	(375,000.00)	
1/18/07	DEP	DEPOSIT ██████████		(75,000.00)		
			June	(75,000.00)	(450,000.00)	
12/07	DEP	DEPOSIT ██████████		(60,000.00)		
12/23/07	DEP	██████████		(60,000.00)		
12/23/07	DEP	██████████		(1,000.00)		
12/23/07	DEP	██████████		(1,000.00)		
12/30/07	DEP	DEPOSIT ██████████		(500.00)		
			July	(122,500.00)	(572,500.00)	
12/30/07	DEP	DEPOSIT ██████████		(60,000.00)		
12/30/07	DEP	DEPOSIT ██████████		(60,000.00)		
			August	(120,000.00)	(692,500.00)	
12/30/07	DEP	DEPOSIT ██████████		(60,000.00)		
12/30/07	DEP	DEPOSIT ██████████		(1,000.00)		
12/30/07	DEP	DEPOSIT ██████████		(60,000.00)		
			September	(121,000.00)	(813,500.00)	
12/30/07	DEP	DEPOSIT ██████████		(60,000.00)		
12/30/07	DEP	DEPOSIT ██████████		(60,000.00)		
			October	(120,000.00)	(933,500.00)	
				(933,500.00)	(933,500.00)	

of Accounts Specified:

YTD Profit(Loss) 933,500.00

Number of Transactions

18

The General Ledger is in balance

0.00



earthpark

Contribution Acknowledgement

To: Mr. Ted Townsend
2425 Hubbell Avenue
Des Moines, IA 50317

From: Mr. David Oman
Iowa Child Institute (dba Earthpark)
1533 Linden St., Suite 200
Des Moines, IA 50309
(515) 243-9300
Federal Tax ID: 42-15062245

On behalf of Earthpark, I want to thank you for converting \$2,097,000 in no interest loans to charitable contributions, as announced at the December 19, 2006 Earthpark Board meeting held in Pella, Iowa (draft final minutes are attached).

These Promissory Notes were extended to the Iowa Child Institute (dba Earthpark), a not-for-profit IRS Chapter 501(c)(3) organization, between January 1, 2004 through December 31, 2006 (see Exhibit A).

This \$2,097,000 gift was acknowledged separately in your letter to me dated December 10, 2006 (w/copies of Promissory Notes noted "Paid in full"). No goods or services were given by Earthpark to Mr. Townsend in return for these contributions.

On behalf of Earthpark, I want to thank you again for the unflagging inspiration and the generous support that you have provided over the past ten years.

Warmest Regards,

David Oman
Executive Director

Date 1-27-07

Exhibit A - Promissory Notes
Released "Paid-in-Full"

<u>Date/Year</u>	<u>Amount</u>
2004	\$250,000.00 cumulative
2005	\$305,000.00 cumulative
<u>2006</u>	
1/26/06	✓ \$103,000.00
2/13/06	✓ \$35,000.00
2/22/06	✓ \$100,000.00
3/14/06	✓ \$38,000.00
4/7/06	✓ \$231,000.00
6/12/06	✓ \$60,000.00
7/6/06	✓ \$375,000.00
8/21/06	✓ \$150,000.00
10/13/06	✓ \$75,000.00
10/30/06	✓ \$75,000.00
11/13/06	✓ \$75,000.00
11/28/06	✓ \$75,000.00
12/18/06	✓ \$75,000.00
12/28/06	✓ \$75,000.00
Total	\$2,097,000.00

**APPLICATION FOR
FEDERAL ASSISTANCE**

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Preapplication <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED 05-18-04	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier CHI1230
5. APPLICANT INFORMATION			
Legal Name: Iowa Child Institute		Organizational Unit: Administrative Office	
Address (give city, county, State, and zip code): 1533 Linden Street, Suite 200 Des Moines, Iowa 50309-3121 Polk County		Name and telephone number of person to be contacted on matters involving this application (give area code) David Oman 515-243-9300	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 4 2 - 1 5 0 6 2 4 5 </div>		7. TYPE OF APPLICANT: (enter appropriate letter in box) <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-left: 20px;"> N </div>	
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify): _____		A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify) <u>501 (c) 3</u>	
		9. NAME OF FEDERAL AGENCY: U.S. Department of Energy	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-left: 20px;"> 8 1 - 0 4 9 </div> TITLE: _____		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Iowa Environmental Education Project	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): State Of Iowa			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date 2/4/04	Ending Date 4/8/04	a. Applicant Iowa CD3	b. Project Iowa CD2
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 48,305,000 ⁰⁰	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
b. Applicant	\$ ⁰⁰		
c. State	\$ 38,000,000 ⁰⁰		
d. Local	\$ 20,000,000 ⁰⁰		
e. Other	\$ 75,000,000 ⁰⁰		
f. Program Income	\$ ⁰⁰		
g. TOTAL	\$ 181,305,000 ⁰⁰		
		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes if "Yes," attach an explanation. <input checked="" type="checkbox"/> No	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Type Name of Authorized Representative David Oman		b. Title Chief Administrator	c. Telephone Number (515) 243-9300
d. Signature of Authorized Representative 		e. Date Signed 5-18-04	

FEDERAL ASSISTANCE BUDGET INFORMATION
(CONSTRUCTION)

1. PROGRAM/PROJECT IDENTIFICATION NO. Federal Identifier CH11230	2. PROGRAM/PROJECT TITLE Iowa Environmental Education Project
3. NAME AND ADDRESS Iowa Child Institute 533 Linden Street, Suite 200 Des Moines, Iowa 50309-3121 Polk County	4. PROGRAM/ PROJECT START DATE 02/04/04
	5. COMPLETION DATE 04/08/04

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. _____
2. Functional or Other Breakout _____

SECTION B - CALCULATION OF FEDERAL AWARD

Cost Classification	Use Only for Revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration Expense			\$2,100,000
2. Preliminary Expense			17,100,000
3. Land, Structures, Right-of-way			20,000,000
4. Architectural Engineering Basic Fees			11,100,000
5. Other Architectural Engineering Fees			12,900,000
6. Project Inspection Fees			200,000
7. Land Development			.00
8. Relocation Expenses			.00
9. Relocation Payments to Individuals and Businesses			.00
10. Demolition and Removal			.00
11. Construction and Project Improvement			100,500,000
12. Equipment			2,200,000
13. Miscellaneous			11,600,000
14. Total (Lines 1 through 13)			177,700,000
15. Estimated Income (if applicable)			.00
16. Net Project Amount (Line 14 minus Line 15)			177,700,000
17. Less: Ineligible Exclusions			.00
18. Add: Contingencies			3,605,000
19. Total Project Amount (Excluding Rehabilitation Grants)			181,305,000
20. Federal Share Requested of Line 19			48,305,000
21. Add Rehabilitation Awards Requested (100%)			.00
22. Total Federal Award Requested (Lines 20 & 21)			48,305,000
23. Awardee Share			95,000,000
24. Other Shares			38,000,000
25. Total Project (Lines 22, 23 & 24)			\$181,305,000

U.S. DEPARTMENT OF ENERGY
FEDERAL ASSISTANCE BUDGET INFORMATION
 (CONSTRUCTION)

SECTION C – EXCLUSIONS			
26.	Classification	Ineligible for Participation (1)	Excluded from Contingency Provisions (2)
a.		\$	\$
b.			
c.			
d.			
e.			
f.			
g.	Totals	\$	\$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
27. Awardee Share	\$.00
a. Securities	.00
b. Mortgages	.00
c. Appropriations (By Applicant)	.00
d. Bonds	.00
e. Tax Levies	.00
f. Non-Cash	20,000,000
g. Other (Explain)	75,000,000
h. TOTAL – Awardee Share	95,000,000
28. Other Shares	.00
a. State	38,000,000
b. Other	.00
c. Total Other Shares	38,000,000
29. TOTAL	\$ 133,000,000

SECTION E – REMARKS		
Section	Line	Remarks
D	27f	Grant from the City of Coralville for the land. Includes the acquisition of the property and removal of existing structures, and any relocation expenses incurred in the process.
D	27g	1. Systems/ technology: \$15 million value to be placed in facility by an energy company
		2. Ted Townsend: \$10 million charitable pledge from benefactor.
		3. Naming Rights: Assumes \$30 million for naming rights, based on experience for large scale projects in the area.
		4. Additional sources: \$20 million to be aggregated from individuals, corporations, foundations, among others.
D	28a	Assumes \$38 million from Vision Iowa Program and Community Attractions and Tourism Fund (grants have not been awarded). Other grants will also be requested but are not included in the current budget, including the 260E Community College Job Training Program Grants, Iowa Values Fund Grants, Iowa Department of Natural Resources energy grants and others.

**LETTER OF COMMITMENT
CASH OR IN-KIND SUPPORT
TO EARTHPARK™**

November 29, 2007

Donor

Maxon Holdings
5500 Interstate North Parkway
Suite 435
Atlanta, GA 30328

Donee

Earthpark™
1533 Linden Street, Ste 200
Des Moines, IA 50309
515-243-9300
515-243-3785
www.Earthpark.org

Definitions

Donee

Earthpark is a non-profit, charitable organization, tax-exempt under section 501(c)(3) of the Internal Revenue Code. Earthpark's™ purpose is to establish and operate a National Center for Science Literacy and the Environment. For more information, please see www.earthpark.org.

Donor

Maxon develops, finances, constructs, operates and maintains innovative District Energy and Green Power projects. Maxon has grown into a multifaceted company delivering unique and complex energy service projects to the industrial, commercial, institutional and governmental markets.

If Donor is a Corporation or Limited Liability Company and a Resolution of Donor's board of directors or managers authorizing the undersigned to execute this pledge on its behalf is required, it is attached hereto.

Recitals

In support of Earthpark's™ efforts to secure by December 1, 2007, a one hundred percent non-federal cash and in-kind match of the appropriated federal funds, as described under Section 130 of Division H of the Consolidated Appropriations Act of 2004, Donor makes the following pledge of cash or in-kind equipment or services.

Terms and Conditions**Amount of Pledge**

Donor makes a charitable / **non-charitable** pledge (please circle) of:

\$10,000,000.00 in-kind equipment or services

Timing for Delivery of Pledged Support

The pledge will be paid via the development and construction of the central energy infrastructure and energy plant serving the Earthpark project. The financing/bonds will be serviced via energy service agreements(s) with Earthpark and other campus partners until retired over the stated life of the financing/bonds.

Irrevocability

Donor's obligation to fulfill this pledge is not dependant upon Earthpark's™ agreement to or fulfillment of any terms Earthpark™ and Donor may later establish in a formal agreement.

Donor acknowledges that, upon Earthpark's™ signature on this Letter of Commitment and the US Department of Energy's acknowledgement that its match requirement has been met, Donor's pledge shall become irrevocable and binding upon the Donor, its devisees, legal representatives and successors.

Consent to Use

Donor hereby consents to the release of its name and information regarding this pledge, including the amount, for all purposes required by the Department of Energy and all purposes deemed appropriate by Earthpark™, including but not limited to, soliciting funds from other potential donors.

Consent to Use

Donor hereby consents to the release of its name and information regarding this pledge, including the amount, for all purposes required by the Department of Energy and all purposes deemed appropriate by Earthpark™, including but not limited to, soliciting funds from other potential donors.

Acknowledgment and Acceptance

The undersigned hereby acknowledges that he/she has read and accepted the terms of this binding and irrevocable Letter of Commitment.

For Donor:

By: _____

Title: _____

Date: _____


President
11/29/07

For Earthpark™:

By: _____

Title: _____

Date: _____

**State of Iowa -- RISE Grant Allocation
Summary**

Item	County Road T15 Section Improvements (Offsite)	Bos Landen Drive Extension/Improvements for Earthpark Campus	Total Award
Eligible Construction Costs	\$ 1,378,260	\$ 3,175,910	\$ 4,554,170
Engineering, Legal & Administration (@ 15%)	\$ 206,739	\$ 476,387	\$ 683,126
Contingency (@ 10%)	\$ 137,826	\$ 317,591	\$ 455,417
Total Eligible Costs	\$ 1,722,825	\$ 3,969,888	\$ 5,692,713
State Grant Share (@ 50% of Total Cost)	<u>\$ 861,413</u>	<u>\$ 1,984,944</u>	<u>\$ 2,846,356</u>

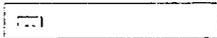
Notes:

- (1) Grant Funds Require Earthpark Locating on Earthpark Campus
- (2) Grant funds Require City of Pella acceptance of State Grant Award and Matching Funding



Doing Business | Maps | Motor Vehicle Info | Road/Traveler Info | Weather

Summary of Actions Taken



Iowa Transportation Commission
July 17, 2007
Pella, Iowa

Order Number	Title	Action	Contact/Presenter
D-2008-01	Approving Minutes of the June 12, 2007, Commission Meeting in Pella	Approved	Connie Page 515-239-1242
M-2008-02	Fiscal Year 2008 Public Transit Programs (Transit Infrastructure, Job Access/Reverse Commute, New Freedom)	Approved	Michelle Mc Enany 515-239-1659
M-2008-03	Fiscal Year 2008 State Aviation Program	Approved	Michelle Mc Enany 515-239-1659
H-2008-04	Iowa Comprehensive Highway Safety Plan	Informational	Tom Welch 515-239-1267
PP-2008-05	Revitalize Iowa's Sound Economy (RISE) Application – Cedar Falls The Commission approved a RISE grant application submitted by the city of Cedar Falls. Due to the nature of the application, the Commission approved it as both a Local Development and Immediate Opportunity grant. A combined total of up to \$1,071,578 will be made available to assist with the grading and paving a 2,800-foot extension of Technology Parkway West and the addition of signals and turning lanes on Hudson Road at the Target Distribution Center truck entrance and Technology Parkway West intersection.	Approved	Stuart Anderson 515-239-1312
PP-2008-06	RISE Application – Estherville The Commission approved a RISE Local Development grant application submitted by the city of Estherville. Up to \$322,103 will be made available	Approved	Stuart Anderson 515-239-1312

to assist with the reconstruction of 1,625 feet of South 19 th Street south of 9 th Avenue South. The project will provide access to 124 acres for new development including the proposed Northern Bio-Energy plant.

PP-2008-07

RISE Application – Pella

Approved

Stuart Anderson 515-239-1312

The Commission approved a RISE Local Development grant application submitted by the city of Pella. Up to \$2,846,357 will be made available to improve access from Iowa 163 to the proposed Earthpark project in The Point Development District at Lake Red Rock. Improvements will include the reconstruction of Marion County Road T-15 from Marion County Road G-28 south to Bos Landen Drive and grading and paving an extension of Bos Landen Drive west to the location of the Earthpark project.

PP-2008-08

RISE Default and Proposed Settlement - Clinton

Approved

Stuart Anderson 515-239-1312

The Commission approved a \$721,901 default settlement of a 1996 RISE grant to the city of Clinton. The default is in connection with the city's failure to meet the job creation contingency for Mill Creek Expressway.

PP-2008-09

RISE Default and Proposed Settlement – Council Bluffs

Approved

Stuart Anderson 515-239-1312

The Commission approved a \$320,476.99 default settlement of a 2000 RISE grant to the city of Council Bluffs. The default is in connection with the acquisition of Lew Ross Road for private use.



Mike Nardini

From: Anderson, Stuart [DOT] [Stuart.Anderson@dot.iowa.gov]
Sent: Thursday, July 12, 2007 9:36 AM
To: Mike Nardini; Vaughan, Tom [DOT]
Cc: Vaughan, Tom [DOT]; Markley, Craig [DOT]
Subject: RE: Pella RISE application
Attachments: SA071707 Pella Rise.doc

*Attn: David
Pages: 2*

Hi Mike,
The agenda is not out but it should be yet today. Tom will e-mail it to you as soon as we get it. Attached is the Commission Order that includes our recommendation. The agreement we develop with the city will have more details regarding the contingencies and when funds can start being incurred and reimbursed.

Stu

Stuart Anderson
Office of Systems Planning
Iowa Department of Transportation
Phone: 515-239-1312
Fax: 515-233-7857
E-Mail: stuart.anderson@dot.iowa.gov

-----Original Message-----
From: Mike Nardini [mailto:mnardini@cityofpella.com]
Sent: Thursday, July 12, 2007 9:30 AM
To: Vaughan, Tom [DOT]
Cc: Anderson, Stuart [DOT]
Subject: RE: Pella RISE application

Stuart & Tom -

I just wanted to verify that the Pella RISE Grant request will be on the agenda for 17th. Also, would it be possible to get a copy of the staff recommendation and agenda for the meeting.

Thanks in advance,

Mike

Mike Nardini
City Administrator
City of Pella
825 Broadway
Pella, IA 50219
641-628-4173
Fax 641-628-3120

-----Original Message-----
From: Vaughan, Tom [DOT] [mailto:Thomas.Vaughan@dot.iowa.gov]
Sent: Thursday, June 28, 2007 1:29 PM
To: mnardini@cityofpella.com
Cc: Anderson, Stuart [DOT]

Subject: Pella RISE application

Mike,

Just wanted to let you know the final numbers we are using for our RISE funding recommendation. I think from previous discussions with Stu Anderson you are aware we are basing our funding recommendation on the cost estimates for the County Road T15 section and the Bos Landen Drive extension section. The subtotals for these sections are \$1,378,260 and \$3,175,910, respectively, for a total of \$4,554,170. We allow an additional 10% (\$455,417) for contingencies and 15% (\$683,126) for engineering, legal and administration for a total of \$5,692,713. This is slightly lower than the cost shown in the application. 50% of \$5,692,713 is \$2,846,357. Therefore, our proposed funding recommendation will be a grant of \$2,846,357, or up to 50% of the eligible project cost, whichever is less.

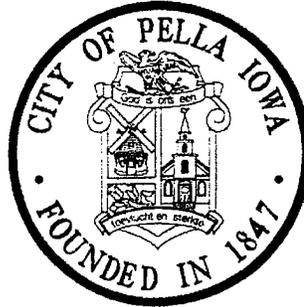
Please review the above recommendation and get back to us with any comments. Stu will be discussing our recommendation with staff Monday, July 2 and would like to know if the city is comfortable taking this recommendation the the Transportation Commission for approval at their July 17th meeting.

Thanks,
Tom

**Application for
Revitalizing Iowa's Sound Economy (RISE)
Competitive Rating Funding
for Local Development Projects**



**Iowa Department of
Transportation**



**The Point Development District
Transportation Corridor**

February 1, 2007

The City of Pella, Iowa
Mike Nardini, City Administrator
825 Broadway, P. O. Box 88
Pella, IA 50219
641-628-4173
Fax: 641-628-3120
Email: mnardini@cityofpella.com



Iowa Department of Transportation

APPLICATION for RISE: COMPETITIVE RATING FUNDING for Local Development Projects

GENERAL INFORMATION

Applicant Name: City or County of Pella

Contact Person: Mike Nardini Title: City Administrator

Complete Mailing Address 825 Broadway

Street Address and/or Box No.

Pella IA 50219 Daytime Phone: 641-628-41731

City

State

Zip

Daytime Phone:

Area Code

If more than one local government is involved in this roadway project, please state the highway authority, contact person, mailing address, and telephone number of the second agency. (Attach an additional page if more than two agencies are involved.)

City or County of _____ Contact Person: _____

Complete Mailing Address _____

Street Address and/or Box No.

Daytime Phone:

City

State

Zip

Area Code

Please complete the following:

The proposed project is on the following type(s) of road:

- City Street Secondary Road Primary Road

(Length of Project in feet: 14,100)

If a primary road is involved, indicate the desired RISE funding source:

- City County State

- This project involves Development of a New Road
 Improvement of an Existing Road
 Both

Has any part of this development or roadway project been started? Yes No
If yes, please explain.

This application is for RISE funding as a: Loan Grant Combination

If this application is for a loan or a combination loan/grant, please state the proposed terms of repayment. (Include amount of principal to be repaid, proposed interest rate, length of repayment, etc.)
Not applicable.

If this application is for funding for two or three program years, please specify the amount of funding requested for each year:

First year \$ 4,000,000 Second year \$ 4,000,000 Third year \$ 3,658,030

PROJECT INVESTMENT INFORMATION

Estimated Total Capital Investment \$ 371,691,500

("Total Capital Investment" is defined in the Administrative Rules. Please attach a breakdown by major item, such as land, improvements to land, buildings, equipment and utilities. The cost of the roadway project, excluding RISE funds requested, should be included in these figures.)

Private Investment \$ 306,750,000

Public Investment \$ 52,981,000 *

Total Cost of Roadway Project \$ 11,960,500

RISE Funds Requested for Roadway Project \$ 11,960,500

Matching Funds Available for Roadway Project (*Assured or Anticipated*)

Source	Amount	Assured?
1. * Public Investment includes \$50M Federal Earmark		
2.		
3.		
4.		

DEVELOPMENT POTENTIAL INFORMATION

- This project involves
- Attracting a New Development
 - Expanding an Existing Development
 - Retaining an Existing Development
 - Improving Access to an Existing Development
 - Other (*Please describe.*)

Please identify the type(s) of development to be supported with the RISE project. (Be as specific as possible.) The Point Development District encompasses 240 acres on the north shore of Lake Red Rock. The development includes plans for a large scale hotel/waterpark, conference center, retail center, a new marina, and residential condominiums. The District is also the proposed home for Earthpark, which will be the largest environmental learning center in North America.

Does the project involve relocation of economic activity from elsewhere in Iowa? Yes No
If yes, please explain.

What is the status of the economic development or activity to be supported by the RISE-funded roadway?
(Please check the appropriate answer.)

- Applicant has a firm commitment for a new economic development, or expansion or retention of an existing development. (*See "Required Documentation" – Item G.*)
- Applicant is negotiating with a specific firm(s) concerning a location, expansion or retention decision. (*See "Required Documentation" – Item G.*)
- Negotiations are not underway, but applicant is seeking a specific type or types of economic development for the site.
- Applicant is preparing or improving access to a site where future, unspecified development can occur.
- Applicant is improving access to an existing development which has no immediate plans for expansion.
Other (*Please describe.*)

ECONOMIC IMPACT INFORMATION

Please estimate the number of permanent, direct jobs created and/or retained as a result of this project. (These numbers should not include construction or indirect "multiplier" jobs.)

Total Direct Jobs Created		<u>1485 FTE</u>
Initial jobs (<i>within first two years</i>)	<u>1485</u>	
Other future jobs (<i>beyond first two years</i>)	<u>-----</u>	
Total Direct Jobs Retained		<u>1485 FTE</u>

If this roadway project supports a tourism or recreational development, please estimate the annual number of visitors.

	<u>Current</u>	<u>Estimated Increase</u>
Overnight Visitors	<u>0</u>	<u>738,000</u>
Day Visitors from 100 or more miles away	<u>0</u>	<u>65,000</u>
Day Visitors from less than 100 miles away	<u>0</u>	<u>65,000</u>

Please estimate the number of acres (*by type of development*) which will be directly served by the RISE-funded roadway:

Type of Development Served	Acres Currently Developed	Total Usable Acres
Industrial/manufacturing	<u>---</u>	<u>---</u>
Commercial/office/retail/wholesale	<u>---</u>	<u>---</u>
Park/tourist/recreational	<u>0</u>	<u>240</u>
Other	<u>---</u>	<u>---</u>
Unknown	<u>---</u>	<u>---</u>

LOCAL COMMITMENT AND INITIATIVE INFORMATION

Please indicate whether the following nonroadway factors intrinsic to the success of the development are in place:

	Yes	No
Land Assembled and Available for Sale or Lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zoning Suitable for Proposed Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewage Treatment Capacity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storm Drainage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permits (<i>if applicable</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Labor Force Training (<i>if applicable</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rail Service (<i>if applicable</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Other (<i>Please describe.</i>) _____	<input type="checkbox"/>	<input type="checkbox"/>

If "No" is checked for any of the above, please describe what arrangements are being made for providing land, utility or other necessary services.

Please describe what economic development/marketing activities the applicant has been involved in within the recent past. For example, state whether the applicant has a local economic development organization or belongs to an area economic development organization. If so, state the name, address and contact person for each group. Also, describe the activities and accomplishments of the organization(s) such as the number of firms contacted, the volume of promotional materials mailed, the number of jobs or visitors attracted, and the number of dollars invested. The Pella Area Development Corporation (PADCO) and the Pella Chamber of Commerce have been active in recruitment of new businesses as well as retention of existing businesses. Additional material on PADCO and their development accomplishments will be forwarded within the next 7 to 10 days.

PADCO/Pella Chamber of Commerce
Attn: Karen Eischen, Director PADCO and Pella Chamber of Commerce
518 Franklin Street
Pella, Iowa 50219

TRANSPORTATION NEED INFORMATION

Is the need for the roadway improvement identified by local plans, capital improvement programs, or other adopted local priorities? *(Please explain.)* The proposed roadway improvement is identified as a priority project in the city's capital improvement program. Improved access from IA 163 via Washington/G28 and T15 to the Earthpark District is needed to accommodate a projected 11,000 to 19,200 ADT.

DOCUMENTATION INFORMATION

The following documents must be attached to this application. In the upper right-hand corner of each document, write the letter (shown below) which the document supports. *(Please refer to the general instructions for an explanation of each item.)*

Please check that the following items are attached:

- A. A **NARRATIVE** describing the proposed total economic development and how the RISE project will support the development.
- B. A **RESOLUTION** or resolutions approved by the participating local governments.
- C. A **NARRATIVE** assessing existing conditions, outlining the proposed concept of the roadway project, and providing adequate transportation justification.
- D. A **MAP** identifying the location of the roadway project.
- E. A **SKETCH PLAN** of the project.
- F. A **TIME SCHEDULE** for the roadway project, and other development as appropriate.
- G. A **LETTER OF COMMITMENT** from the business or developer if the applicant indicates a firm commitment exists or negotiations are underway.
- H. An **ITEMIZED BREAKDOWN** of total roadway project costs. The attached form must be used.
- I. A **NARRATIVE** describing the associated economic development and jobs.
- J. **DOCUMENTATION** that the proposed road project and economic development are consistent with any regional or metropolitan area long-range transportation plans in effect for the RISE project location.
- K. A **NARRATIVE** if the project involves the remediation or redevelopment of a brownfield site.

CERTIFICATION

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local government(s). I understand the attached RESOLUTION(S) binds the participating local governments to assume responsibility for adequate maintenance of any new or improved city streets or secondary roads.

I hereby certify, under penalty of perjury, that any award of RISE funds; any subsequent letting of contracts for design, construction, reconstruction, improvement or maintenance; or the furnishing of materials therefore; shall not involve direct or indirect interest, prohibited by Iowa Code Section 15A.2, 314.2, 362.5 or 331.342, of any state, county, or city official, elective or appointive. Any award of RISE funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of RISE funding and authorize a complete recovery of any funds previously disbursed.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the Department is required prior to the authorization of funds.

Representing the City of Pella

Signed: 
Signature in Ink

1-31-07
Date Signed

Darrell Dobernecker, Mayor
Typed Name and Title

January 31, 2007
Typed Date

Attested: 
Signature in Ink

1-31-07
Date Signed

Mike Nardini, City Administrator
Typed Name and Title

January 31, 2007
Typed Date

**LETTER OF COMMITMENT
CASH OR IN-KIND SUPPORT
TO EARTHPARK™**

November 30, 2007

Donor

Mr. Ted Townsend
Townsend Vision
2425 Hubbell Avenue
Des Moines, IA 50317

Donee

Earthpark™
1533 Linden Street, Ste 200
Des Moines, IA 50309
515-243-9300
www.Earthpark.org

Definitions

Donee

Earthpark is a non-profit, charitable organization, tax-exempt under section 501(c)(3) of the Internal Revenue Code. Earthpark's™ purpose is to establish and operate a National Center for Science Literacy and the Environment. For more information, please see www.earthpark.org.

Donor

Donor is Donor is owner and president of Townsend Vision. Mr. Townsend is a philanthropist dedicated to educational pursuits.

Recitals

In support of Earthpark's™ efforts to secure by December 1, 2007, a one hundred percent non-federal cash and in-kind match of the appropriated federal funds, as described under Section 130 of Division H of the Consolidated Appropriations Act of 2004, Donor makes the following pledge of cash or in-kind equipment or services.

Terms and Conditions

Amount of Pledge

Donor makes a charitable / **non-charitable** pledge (please circle) of:

\$ 11.7 million **cash** ;and/or

\$ _____ in-kind equipment or services (please describe)

The Pledge is in exchange for an agreement by Earthpark to remit to the Donor such amounts as the City of Pella or other governmental entity may appropriate to Earthpark by annual resolution, beginning in 2010. Provided, however, that the amount to be remitted by Earthpark to Donor shall be limited to \$11.7 million plus interest incurred by Donor in financing this Pledge. Donor understands financing of the Earthpark Campus hotel(s) (and ultimately repayment to Donor) is not guaranteed at this time.

Earthpark further agrees that future appropriations by the City or other governmental entity to Earthpark, as limited above, may be reassigned by Donor to a third-party (such as a bond underwriter), at the time financing is secured for the project-related hotel(s). The terms of the agreement between Donor and the third-party will be with the written agreement of Earthpark. Such agreement will not be unreasonably withheld.

Proceeds of the Pledge will be used by Earthpark to help complete final design work, construction drawings, site preparation, pre-construction and construction-related activities for the Earthpark project.

Timing for Delivery of Pledged Support

The pledge will be made available according to the following schedule: Funds available, on demand, beginning mid-year 2008 or thereafter, as required, until project completion.

November 30, 2007

Irrevocability

Donor's obligation to fulfill this pledge is not dependant upon Earthpark's™ agreement to or fulfillment of any terms Earthpark™ and Donor may later establish in a formal agreement.

Donor acknowledges that, upon Earthpark's™ signature on this Letter of Commitment and the US Department of Energy's acknowledgement that its match requirement has been met, Donor's pledge shall become irrevocable and binding upon the Donor, its devisees, legal representatives and successors.

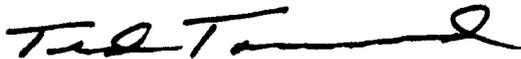
Consent to Use

Donor hereby consents to the release of its name and information regarding this pledge, including the amount, for all purposes required by the Department of Energy and all purposes deemed appropriate by Earthpark™, including but not limited to, soliciting funds from other potential donors.

Acknowledgment and Acceptance

The undersigned hereby acknowledges that he/she has read and accepted the terms of this binding and irrevocable Letter of Commitment.

For Donor:



By: Ted Townsend

Title: _____

Date: November 30, 2007

For Earthpark™:

By: David Oman

Title: Executive Director

Date: 11-30-07

November 19, 2007

John,

You asked me to draft a memo to discuss the general process toward bond issuance with respect to anticipating the City of Pella's commitment of hotel motel taxes within the Earthpark Campus to Earthpark.

The City has proposed entering directly into an agreement with Earthpark, or another entity, remitting the actual hotel motel taxes collected to that entity. It would then be up to that entity to issue debt to anticipate the hotel motel tax receipts.

In other words, the City's agreement is not cash up-front, but can be leveraged into cash up front through a borrowing or a bond issuance (a "bond issue"), with the bonds being secured by the future stream of hotel motel taxes pledged by the City. We believe that this approach is feasible. The key to the feasibility is, of course, (1) getting a hotel financed and under construction; and (2) securing a lender for the bond to be issued.

Please understand that the lender will be underwriting the success of the hotel, not Earthpark. However, the lender will be aware that Earthpark's success will greatly impact the hotel's likelihood of success. Since the bond is solely secured by the hotel motel tax, investors will need to understand and be comfortable with the hotel's operating potential. A bond cannot be issued to anticipate the tax prior to the time when the hotel is financed and under construction.

Timeline (2)

At this point in the development process, it is difficult to create an accurate timeline, so please view the model below as a generalization of the kind of timeline that would be reasonable for this type of bond. In effect, on Day 1, we assume that the agreement with the City is documented, and the hotel is financed and under construction.

Day 1	Secure development agreement with City
Day 1	Secure financing for hotel project itself (2)
Day 1-30	Identify lender(s) who will lend based on h/m tax (3)
Day 30-100	Draft legal documents
Day 30	Request governmental body act as issuer for bond (1)
Day 100	Governmental body holds hearing and authorizes bond
Day 110	Sell the bonds
Day 120	Closing & cash exchanges hands

Type of Bond

We envision a bond issued by a governmental body (such as Marion County or the Iowa Finance Authority) on behalf of Earthpark as a qualified 501(c)3 corporation, secured by the hotel-motel tax. The tax itself will be subject to the annual appropriation of the City. We would assign Earthpark's interest in the development agreement to the bondholders (through the bond trustee). The bond would be "sized" so that the amount borrowed, when added to the interest cost, could be supported within the expected receipts of the h/m tax. It is customary in this type of bond that a level of "coverage" be provided the bondholder. In other words, that the expected tax receipts exceed the bond debt service by some factor (perhaps 25%), so that the bondholders have some assurance that, if the tax collections were to deteriorate, the bond would not immediately fall into default.

Annual Appropriation

It is customary in other parts of the Country for governmental bodies to issue bonds that are subject to annual appropriation. Although it has been done in Iowa, it is not yet a common practice. However, the practice is increasing here in Iowa as cities attempt to leverage larger Tax Increment Financed (TIF) projects. The markets have shown a willingness to receive annual appropriation bonds with an appropriate interest rate premium to the community's general obligation pledge, to reflect the risk associated with appropriation. We have written many agreements, and we envision writing this agreement in the same fashion, to require the City have to take certain steps in the event that it is going to choose not to appropriate.

With respect to this financing, we would want the City's covenants in the development agreement to mirror those that would be in place had the City issued bonds, so, for example, we will require an immediate disclosure to the marketplace in the event of non-appropriation; we will prohibit the City from directly or indirectly pledging its h/m tax to other bonds (including general obligation bonds), and (in the case of TIF) we would require that the City not be entitled to certify a TIF obligation in December that includes the bonds without first appropriating the funds to pay the bonds (to eliminate the temptation to not appropriate then re-appropriate the funds elsewhere).

The practical reality of these requirements is that, if the City were to choose not to appropriate, the City would be immediately telling the marketplace that it is unwilling to perform on its contractual obligation. As such, we believe that investors will be comfortable with the annual appropriation pledge.

Operations

In calculating the present value amount available, we have assumed the C. H. Johnson report is accurate for purposes of calculating the average daily rate, occupancy, gross income and gross tax receipts. As the project progresses, we recommend updating this report to ensure that its assumptions continue to be accurate.

(1) Earthpark is a tax-exempt 501(c)3 corporation, but it does not have the power to issue tax-exempt bonds. That power is reserved for governmental bodies under federal tax law, and in Iowa, is reserved to the City, County and the Iowa Finance Authority for bonds for non-profit corporations. Under Iowa law, the City cannot act as issuer if it is also providing other financial incentives, so the City cannot act as issuer on behalf of Earthpark to issue bonds to anticipate the City's tax.

(2) Securing financing for the hotel could take six months or more, if investors find the project feasible. There are thirty to fifty separate documents in many hotel financing transactions. As a result, "Day 1" could be a significant period of time from now.

(3) The lender who lends to Earthpark to anticipate the h/m tax is going to have to underwrite the hotel operations itself. We believe that this lender could be the same lender who lends to the hotel owner/operator, as they will have underwritten the credit already. However, this is not a certainty and we have not endeavored at this point to search for a lender beyond an introductory level.

**LETTER OF COMMITMENT
CASH OR IN-KIND SUPPORT
TO EARTHPARK™**

November 21, 2007

Donor
Musco Sports Lighting, LLC
100 1st Ave West
Oskaloosa, IA 52577
Phone: 641-673-0411
FAX: 641-672-1997

Donee
Earthpark™
1533 Linden Street, Ste 200
Des Moines, IA 50309
515-243-9300
www.Earthpark.org

Definitions

Donee

Earthpark is a non-profit, charitable organization, tax-exempt under section 501(c)(3) of the Internal Revenue Code. Earthpark's™ purpose is to establish and operate a National Center for Science Literacy and the Environment. For more information, please see www.earthpark.org.

Donor

Musco Sports Lighting, LLC is an Iowa company focused on the design and manufacturing of energy efficient lighting systems. In addition, Musco has the capability of providing high bandwidth communication services to rural Iowa as a means of supporting economic development for the region.

If Donor is a corporation or limited liability company a resolution of Donor's board of directors or managers authorizing the undersigned to execute this pledge on its behalf is attached hereto.

Recitals

In support of Earthpark's™ efforts to secure by December 1, 2007, a one hundred percent non-federal cash and in-kind match of the appropriated federal funds, as described under Section 130 of Division H of the Consolidated Appropriations Act of 2004, Donor makes the following pledge of cash or in-kind equipment or services.

Terms and Conditions

Amount of Pledge

Donor makes a charitable pledge of:

\$350,000 cash, with \$50,000 per year to be paid annually on July 31 of 2008 thru 2011 and \$150,000 paid July 31, 2012;

and

\$750,000 in-kind equipment or services (please describe)

Consistent with the purpose of Earthpark, to study and support understanding of the Earth, Musco Sports Lighting, LLC commits to donating lighting, communication products and services based on advanced research and technology which will provide environmentally beneficial results. The timing, specification and design of our in-kind donation of \$750,000 (based on Musco's cost) will be determined by working closely with the Earthpark design team to maximize benefits to the project.

Timing for Delivery of Pledged Support

The pledge will be paid according to the following schedule:

Cash: \$50,000 per year to be paid annually on July 31 of 2008 thru 2011 and \$150,000 paid July 31, 2012

In-kind: To be determined based on joint specification between Earthpark design team and Musco.

Irrevocability

Donor's obligation to fulfill this pledge is not dependant upon Earthpark's™ agreement to or fulfillment of any terms Earthpark™ and Donor may later establish in a formal agreement.

Donor acknowledges that, upon Earthpark's™ signature on this Letter of Commitment and the US Department of Energy's acknowledgement that its match requirement has been met, Donor's pledge shall become irrevocable and binding upon the Donor, its devisees, legal representatives and successors.

Consent to Us

Donor hereby consents to the release of its name and information regarding this pledge, including the amount, for all purposes required by the Department of Energy and all

purposes deemed appropriate by Earthpark™, including but not limited to, soliciting funds from other potential donors.

Acknowledgment and Acceptance

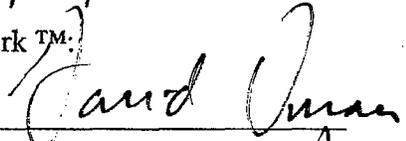
The undersigned hereby acknowledges that he/she has read and accepted the terms of this binding and irrevocable Letter of Commitment.

For Donor:

By: 
Joe P. Crookham, President

Date: 11/21/07

For Earthpark™:

By: 
Title: Executive Director

Date: 11-30-07

Musco Sports Lighting, LLC

Certificate of Authority

KNOW ALL MEN BY THESE PRESENTS:

That a meeting of the Manager's Committee of Musco Sports Lighting, LLC, a limited liability company duly organized under the laws of the State of Iowa, held on January 15, 2007, the following resolution was adopted, which resolution is still in effect:

RESOLVED, that any of the following:

Joe P. Crookham, President
Jeffrey A. Rogers, Vice President
Christopher K. Hyland, Treasurer, CFO and Vice President
Douglas W. Yates, Vice President
James M. Hansen, Secretary

Be, and hereby are, authorized to execute any and all documents on behalf of Musco Sports Lighting, LLC and further that Certificates of Authority setting out this resolution be prepared and certified by the Secretary of Musco Sports Lighting, LLC, to be used to evidence said authority.

That I am the duly elected and qualified Secretary of Musco Sports Lighting, LLC and the keeper of records of said company; that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Managers' Committee of Musco Sports Lighting, LLC held in accordance with its Operating Agreement on January 15, 2007, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary by order of the Managers' Committee of Musco Sports Lighting, LLC this 21st day of November, 2007.


James M. Hansen, Secretary

State of Iowa)
) ss.
County of Mahaska)

Subscribed and sworn before me this 21st day of November, 2007




Notary Public in and for the State of Iowa

**LETTER OF COMMITMENT
CASH OR IN-KIND SUPPORT
TO EARTHPARK™**

November 28, 2007

Pella Corporation
102 Main Street
Pella, IA 50219
641-621-6001

Donee
Earthpark™
1533 Linden Street, Ste 200
Des Moines, IA 50309
515-243-9300
www.Earthpark.org

Definitions

Donee

Earthpark is a non-profit, charitable organization, tax-exempt under section 501(c)(3) of the Internal Revenue Code. Earthpark's™ purpose is to establish and operate a National Center for Science Literacy and the Environment. For more information, please see www.earthpark.org.

Donor

Donor is Pella Corporation, an Iowa Corporation in good standing. Pella Corporation is one of the world's leading manufacturers of premium-quality window and door products.

I, Melvin R. Haught as President and Chief Executive Officer of Pella Corporation, have the legal authority to enter into this pledge on behalf of Pella Corporation or its subsidiaries subject to the terms and conditions set forth below.

Recitals

In support of Earthpark's™ efforts to secure by December 1, 2007, a one hundred percent non-federal cash and in-kind match of the appropriated federal funds, as described under Section 130 of Division H of the Consolidated Appropriations Act of 2004, Donor makes the following pledge of cash or in-kind equipment or services.

Terms and Conditions

Amount of Pledge

Donor makes a charitable pledge of:

\$ 350,000.00 cash payable in seven annual installments of \$50,000 each due the 15th day of December commencing on December 15, 2009 ending on December 15, 2015; and

Up to \$ 750,000.00 in-kind of Pella Corporation or its subsidiaries' products including cost of installation. The products will be valued at 25% off list retail price for wood window products and for commercial aluminum products valued at \$55.00 per square foot (installed) to the extent of their use in the construction of the Earthpark Welcome Center and Biome. The total value of the products including cost of installation as described above will not exceed \$750,000. The products and service will be subject to warranty and related limitations.

Pella Corporation reserves the right to pay the cash pledge from its foundation (Rolscreen Foundation) and such payments shall count toward the \$350,000 pledge amount.

Timing for Delivery of Pledged Support

The pledge will be paid according to the following schedule:

See above details regarding cash payments. The in-kind donation of Pella Corporation products will be delivered pursuant to reasonable instructions from the contractor(s) for those products for use in the construction of the facilities with no penalty for delay. The timing of said in-kind donations shall be determined by working with the Earthpark design team and related reasonable construction schedule.

Irrevocability

Donor's obligation to fulfill this pledge is not dependant upon Earthpark's™ agreement to or fulfillment of any terms Earthpark™ and Donor may later establish in a formal agreement.

Donor acknowledges that, upon Earthpark's™ signature on this Letter of Commitment and the US Department of Energy's (DOE) acknowledgement that its match requirement has been met and the DOE has a binding obligation to match, Donor's pledge shall become irrevocable and binding upon the Donor.

Consent to Use

Donor hereby consents to the release of its name and information regarding this pledge, including the amount, for all purposes required by the Department of Energy.

Acknowledgment and Acceptance

The undersigned hereby acknowledges that he/she has read and accepted the terms of this binding and irrevocable Letter of Commitment.

For Donor:

By: Melvin R. [Signature]

Title: President & CEO

Date: 11/29/07

For Earthpark TM: [Signature]

By: [Signature]

Title: Executive Director

Date: 11-30-07

**LETTER OF COMMITMENT
CASH OR IN-KIND SUPPORT
TO EARTHPARK™**

November 28, 2007

Donor
Principal Financial Group
711 High Street
Des Moines, IA 50392

Donee
Earthpark™
1533 Linden Street, Ste 200
Des Moines, IA 50309
515-243-9300
www.Earthpark.org

Definitions

Donee

Earthpark is a non-profit, charitable organization, tax-exempt under section 501(c)(3) of the Internal Revenue Code. Earthpark's™ purpose is to establish and operate a National Center for Science Literacy and the Environment. For more information, please see www.earthpark.org.

Donor

Donor is an Iowa-based corporation.

Recitals

In support of Earthpark's™ efforts to secure by December 1, 2007, a one hundred percent non-federal cash and in-kind match of the appropriated federal funds, as described under Section 130 of Division H of the Consolidated Appropriations Act of 2004, Donor makes the following pledge of cash or in-kind equipment or services.

Terms and Conditions

Amount of Pledge

Donor makes a **charitable** non-charitable pledge (please circle) of:
\$2,000,000 in cash

(please describe) The donor makes a \$2 million challenge grant pledge with the following contingencies:

1. The company would not be a lead giver to the project. Pella area businesses and residents collectively would need to contribute significantly more than the \$2 million pledge.
2. The company would have the naming rights for either the Children's Outdoor Garden and the Kids Inspiration Zone or the education programming. The company would have first right of refusal for either of these elements until the curriculum is further developed. In addition, the traditional benefits of appropriate recognition would be delivered.
3. The pledge from the company is considered to be "last money in" as noted in the payment schedule below.

Timing for Delivery of Pledged Support

The pledge will be paid according to the following schedule:

2008: \$250,000 paid when all funds are committed and the project is approved, fully funded and underway.

2009: \$250,000

2010: \$250,000

2011: \$500,000

2012: \$750,000

Irrevocability

Donor's obligation to fulfill this pledge is not dependant upon Earthpark's™ agreement to or fulfillment of any terms Earthpark™ and Donor may later establish in a formal agreement.

Donor acknowledges that, upon Earthpark's™ signature on this Letter of Commitment and the US Department of Energy's acknowledgement that its match requirement has been met, Donor's pledge shall become irrevocable and binding upon the Donor, its devisees, legal representatives and successors.

Consent to Use

Donor hereby consents to the release of its name and information regarding this pledge, including the amount, for all purposes required by the Department of Energy and all purposes deemed appropriate by Earthpark™, including but not limited to, soliciting funds from other potential donors.

Acknowledgment and Acceptance

The undersigned hereby acknowledges that he/she has read and accepted the terms of this binding and irrevocable Letter of Commitment.

For Donor:

By: Mary D'Kempel

Title: Sr. VP + CMO

Date: 11-29-07

For Earthpark™:

By: David Quinn

Title: Executive Director

Date: 11-29-07

**LETTER OF COMMITMENT
CASH OR IN-KIND SUPPORT
TO EARTHPARK™**

November 20, 2007

Donor

Vermeer Manufacturing Company
1210 Vermeer Road East
Pella, IA 50219
(641) 621-7727
Attn: Robert Smith

Donee

Earthpark™
1533 Linden Street, Ste 200
Des Moines, IA 50309
515-243-9300
www.Earthpark.org

Definitions

Donee

Earthpark is a non-profit, charitable organization, tax-exempt under section 501(c)(3) of the Internal Revenue Code. Earthpark's™ purpose is to establish and operate a National Center for Science Literacy and the Environment. For more information, please see www.earthpark.org.

Donor

Vermeer Manufacturing Company is a corporation established under the laws of the state of Iowa. This letter of commitment has been duly authorized by Vermeer's executive management team.

Recitals

In support of Earthpark's™ efforts to secure by December 1, 2007, a one hundred percent non-federal cash and in-kind match of the appropriated federal funds, as described under Section 130 of Division H of the Consolidated Appropriations Act of 2004, Donor makes the following pledge of cash or in-kind equipment or services.

Terms and Conditions

Amount of Pledge

Donor makes a charitable pledge of:

\$200,000 cash; and

\$500,000 in-kind equipment or services.

The \$200,000 charitable cash contribution shall be made in four annual installments of \$50,000 contingent upon the US Department of Energy's acknowledgement that its match requirement has been met. The \$500,000 charitable in kind equipment pledge shall be based on the rent-free utilization of Vermeer Manufacturing Company equipment for land clearing, utility installation and related purposes. The usage value shall be determined upon then existing market rental rates in accordance with a "rent-free" lease agreement to be executed by Earthpark or its designee and shall also be contingent upon the US Department of Energy's acknowledgement that its match requirement has been met.

Timing for Delivery of Pledged Support

The pledge will be paid according to the following schedule:

The first annual installment of \$50,000 shall be paid at a mutually agreeable time after the US Department of Energy's acknowledgement that its match requirement has been met. The remaining installments of \$50,000 shall be made annually thereafter for a total of \$200,000. In-kind equipment usage shall be on an as needed basis.

Irrevocability

Donor acknowledges that, upon Earthpark's™ signature on this Letter of Commitment and the US Department of Energy's acknowledgement that its match requirement has been met, Donor's pledge shall become irrevocable and binding upon the Donor, its devisees, legal representatives and successors. However, in the event that the Earthpark project is discontinued or terminated prior to the start of construction, Donor will be released from its pledge.

Consent to Use

Donor hereby consents to the release of its name and information regarding this pledge, including the amount, for all purposes required by the Department of Energy and all purposes deemed appropriate by Earthpark™, including but not limited to, soliciting funds from other potential donors.

Acknowledgement and Acceptance

The undersigned hereby acknowledges that he/she has read and accepted the terms of this binding and irrevocable Letter of Commitment.

For Donor:

By:

Title:

Date:

By:

Title:

Date:

For Earthpark:

By:

Title:

Date:

**LETTER OF COMMITMENT
CASH OR IN-KIND SUPPORT
TO EARTHPARK™**

November 20, 2007

Donor

James R. Fultz
600 West Las Olas Boulevard
#2201
Ft. Lauderdale, Florida 33312
404-414-8407

Donee

Earthpark™
1533 Linden Street, Ste 200
Des Moines, IA 50309
515-243-9300
www.Earthpark.org

Definitions

Donee

Earthpark is a non-profit, charitable organization, tax-exempt under section 501(c)(3) of the Internal Revenue Code. Earthpark's™ purpose is to establish and operate a National Center for Science Literacy and the Environment. For more information, please see www.earthpark.org.

Donor

Donor is a Partner with Terrapin Equity Partners, and a former Venture Capitalist with Kleiner Perkins. Mr. Fultz has served as CEO of several Silicon Valley companies and has taken a keen interest in Earthpark and developed a friendship with Mr. Townsend, the founder of Earthpark.

If Donor is a Corporation or Limited Liability Company and a Resolution of Donor's board of directors or managers authorizing the undersigned to execute this pledge on its behalf is required, it is attached hereto.

Recitals

In support of Earthpark's™ efforts to secure by December 1, 2007, a one hundred percent non-federal cash and in-kind match of the appropriated federal funds, as described under Section 130 of Division H of the Consolidated Appropriations Act of 2004, Donor makes the following pledge of cash or in-kind equipment or services.

Terms and Conditions

Amount of Pledge

Donor makes a charitable / non-charitable pledge (please circle) of:

\$300,000.00 cash

Timing for Delivery of Pledged Support

The pledge will be paid over ten (10) years according to the following schedule:

January 2010 \$100,000

January 2011 \$100,000

January 2012 \$100,000

Irrevocability

Donor's obligation to fulfill this pledge is not dependant upon Earthpark's™ agreement to or fulfillment of any terms Earthpark™ and Donor may later establish in a formal agreement.

Donor acknowledges that, upon Earthpark's™ signature on this Letter of Commitment and the US Department of Energy's acknowledgement that its match requirement has been met, Donor's pledge shall become irrevocable and binding upon the Donor, its devisees, legal representatives and successors.

Consent to Use

Donor hereby consents to the release of its name and information regarding this pledge, including the amount, for all purposes required by the Department of Energy and all purposes deemed appropriate by Earthpark™, including but not limited to, soliciting funds from other potential donors.

Acknowledgment and Acceptance

The undersigned hereby acknowledges that he/she has read and accepted the terms of this binding and irrevocable Letter of Commitment.

For Donor:

By: James R. Fultz 11/30/07

James R. Fultz

Date: November 30, 2008⁷ *gwr*

For Earthpark™

By: Rand Duman

Title: Exec. Director

Date: 11-30-07

**LETTER OF COMMITMENT
CASH OR IN-KIND SUPPORT
TO EARTHPARK™**

November 28, 2007

Donor
Mr. Ted Townsend
Townsend Vision
2425 Hubbell Avenue
Des Moines, IA 50317

Donee
Earthpark™
1533 Linden Street, Ste 200
Des Moines, IA 50309
515-243-9300
www.Earthpark.org

Definitions

Donee

Earthpark is a non-profit, charitable organization, tax-exempt under section 501(c)(3) of the Internal Revenue Code. Earthpark's™ purpose is to establish and operate a National Center for Science Literacy and the Environment. For more information, please see www.earthpark.org.

Donor

Donor is owner and president of Townsend Vision. Mr. Townsend is a philanthropist dedicated to educational pursuits.

If Donor is a Corporation or Limited Liability Company and a Resolution of Donor's board of directors or managers authorizing the undersigned to execute this pledge on its behalf is required, it is attached hereto.

Recitals

In support of Earthpark's™ efforts to secure by December 1, 2007, a one hundred percent non-federal cash and in-kind match of the appropriated federal funds, as described under Section 130 of Division H of the Consolidated Appropriations Act of 2004, Donor makes the following pledge of cash or in-kind equipment or services.

Terms and Conditions

Amount of Pledge

Donor makes a **charitable** / non-charitable pledge (please circle) of:

\$ 1.15 million **cash** ;and/or

\$ _____ in-kind equipment or services (please describe)

Timing for Delivery of Pledged Support

The pledge will be paid according to the following schedule: Cash support to be delivered between Dec 1, 2007-Dec 31, 2008 to help complete project financing, final concept design work and sustain operations.

Irrevocability

Donor's obligation to fulfill this pledge is not dependant upon Earthpark's™ agreement to or fulfillment of any terms Earthpark™ and Donor may later establish in a formal agreement.

Donor acknowledges that, upon Earthpark's™ signature on this Letter of Commitment and the US Department of Energy's acknowledgement that its match requirement has been met, Donor's pledge shall become irrevocable and binding upon the Donor, its devisees, legal representatives and successors.

Consent to Use

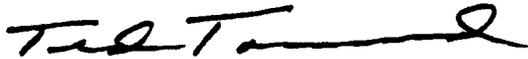
Donor hereby consents to the release of its name and information regarding this pledge, including the amount, for all purposes required by the Department of Energy and all purposes deemed appropriate by Earthpark™, including but not limited to, soliciting funds from other potential donors.

November 28, 2007

Acknowledgment and Acceptance

The undersigned hereby acknowledges that he/she has read and accepted the terms of this binding and irrevocable Letter of Commitment.

For Donor:



By: Ted Townsend

Title: _____

Date: November 28, 2007

For Earthpark™:



By: _____

Title: Executive Director

Date: 11-29-07

**LETTER OF COMMITMENT
CASH OR IN-KIND SUPPORT
TO EARTHPARK™**

November 30, 2007

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Terms and Conditions

Amount of Pledge

Donor makes a charitable / non-charitable pledge (please circle) of:

\$ 17.95 million **cash** ; and/or

\$ _____ in-kind equipment or services (please describe)

Timing for Delivery of Pledged Support

The pledge will be made available according to the following schedule: Funds available, on demand, beginning 2009, or thereafter.

Irrevocability

Donor's obligation to fulfill this pledge is not dependent upon Earthpark's™ agreement to or fulfillment of any terms Earthpark™ and Donor may later establish in a formal agreement.

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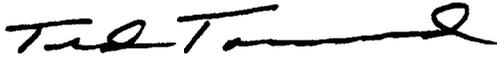
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November 30, 2007

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For Donor:



By: Ted Townsend

Title: _____

Date: November 30, 2007

For Earthpark™:

By: David Orman

Title: Executive Director

Date: 11-30-07