



Proposal for
Deaccessioning
Mary Miss,
*Greenwood Pond:
Double Site
(1989–1996)*





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Recommendation to
Deaccession Mary
Miss, *Greenwood
Pond: Double Site*
(1989–1996)



Recommendation to Deaccession Mary Miss, *Greenwood Pond: Double Site* (1989–1996)

February 27, 2024

The Des Moines Art Center’s Executive Director, Senior Curator, and Director of Registration and Collections Management regretfully recommend the de-accessioning Mary Miss’s *Greenwood Pond: Double Site* (1989–1996). Multiple issues have prompted this recommendation, all of them outlined in the following justification, which is guided by three documents: the Art Center’s 1990 agreement with the City of Des Moines; our Collections Management Policy; and the Association of Art Museum Directors’ (AAMD’s) rigorous deaccessioning protocols, found in “Professional Practices in Art Museums.” Based on these three documents, we believe we are justified in endorsing the deaccessioning of *Greenwood Pond: Double Site* given the hazard it poses to public safety; the expense involved in rebuilding it, which is far in excess of its value; its need for constant special care; and its state of extreme disrepair, which has frustrated attempts at reasonable maintenance. According to AAMD’s “Professional Practices in Art Museums,” “deaccessioning is a legitimate part of the formation and care of collections and, if practiced, should be done in order to refine and improve the quality and appropriateness of the collections, the better to serve the museum’s mission.”

- I. In 1990, the Art Center entered into an agreement with the City of Des Moines to place sculptures in Greenwood Park. That agreement, to which all of our other agreements, including the one with Mary Miss, are subject, contains numerous stipulations around public safety. More specifically, it requires the Art Center to correct any unsafe conditions within a work of art sited inside Greenwood Park. In October 2023, safety concerns noted by the Art Center staff prompted the hiring of a licensed structural, industrial, and civil engineering firm to conduct a complete structural review of *Greenwood Pond: Double Site*. Three of the work’s most important elements—its cantilevered boardwalk, warming hut, and arched structures—were deemed both dangerous and unsalvageable: dry rot had developed in the original wood timbers, compromising structural integrity. It was recommended we close off access to all three sections, which we did immediately upon notifying the City, the Board President, and Mary Miss. One section had deteriorated to such an extent it had to be deinstalled immediately. Other areas of *Greenwood Pond: Double Site* are visibly and structurally compromised. It is our belief that our agreement with the City compels us to remove the work from the Park, to protect the public from harm.
- II. According to the deaccessioning guidelines contained in the Art Center’s Collections Management Policy, we are justified in deaccessioning a work of art if it “is in poor condition and unworthy of conservation even for study purposes or requires conservation in excess of its value.” It is challenging to assign a value to a work like *Greenwood Pond: Double Site*. Christie’s was unable to provide a value when asked on January 5, 2024. As a result, we rely on the work’s original cost—\$1,200,000—to establish its current value. Even

if this value has increased since 1996, it is far less than an estimate secured from Neumann Brothers on November 10, 2023 to rebuild the compromised sections with the hard wood Cumaru, a far more appropriate choice for an outdoor location in Iowa: \$2,652,675.00. If Neumann were also to address the heaters and glass panels in the warming hut, which broke long ago, that price would increase to \$2,742,675. Note that this is only the cost to rebuild. When other costs are taken into account, such as those associated with re-engineering the work to make it more durable and hiring extra staff to oversee such an ambitious capital project, the final cost would spike much higher. Our fine arts insurer, Huntington T. Block, informed us they will not accept a claim for the work due to inherent vice (see below for more detail), leaving the Art Center responsible for all of these costs. As a result, it is clear that *Greenwood Pond: Double Site* requires conservation far in excess of its value, justifying its deaccessioning.

- III. According to “Professional Practices in Art Museums,” de-accessioning is justified in eight cases. Two are relevant to *Greenwood Pond: Double Site*. 1) “The physical condition of the work is so poor that restoration is not practicable or would compromise the work’s integrity or the artist’s intent. Works damaged beyond reasonable repair that are not of use for study or teaching purposes may be destroyed.” 2) “The museum is unable to care adequately for the work because of the work’s particular requirements for storage or display or its continuing need for special treatment.” When *Greenwood Pond: Double Site* was constructed in 1996, the unfortunate decision was made to use materials—predominantly treated cedar—with a life expectancy of 10-15 years. All of the conservation and engineering reports commissioned since 1996, seven total, have pointed to the use of subpar wood, as well as subpar construction and engineering techniques, as the source of the work’s ongoing problems. Essentially, the work is plagued by what is referred to as “inherent vice.”

Although described as “permanent,” *Greenwood Pond: Double Site* was made with ephemeral materials using techniques inappropriate to an outdoor environment—specifically a busy public park—in Iowa. In the nearly 30 years since initial construction, *Greenwood Pond: Double Site* has been battered by Iowa’s dramatic weather cycles, floods, rampant vandalism (destruction enabled by the choice of materials, inadequate nighttime lighting, and the work’s distance from the Art Center), and the wear and tear of everyday use. Even with ongoing, regular upkeep and repairs, these forces have rendered the installation unsightly and, more importantly, unsafe. Three sections were condemned in October 2023, with more areas in need of significant investment, including the recessed walkway, whose wood has been eroded by its immersion in water and which is currently inaccessible and dangerous. The same holds true for the sunken trough, which has almost never functioned as intended, despite intervention over the years: meant to provide an eye-level view of the water, it is instead frequently filled with dark, brackish water, its pumping system no match for silt build-up and the natural ebb and flow of water levels. The artist’s intention of guests using pathways, structures, and alcoves to enjoy the natural beauty of the pond is no longer possible in much of the work.

Allowing *Greenwood Pond: Double Site* to exist in this manner not only goes against the aesthetic intention of the artist; it also threatens the integrity and reputation of the Art Center. We would not exhibit an artwork inside the museum that was damaged and/or a potential health hazard to the public. We must hold works installed outdoors to the same standards.

Bringing *Greenwood Pond: Double Site* back to life—rebuilding it and re-engineering it so that it would be durable, safe, and in accordance with current construction codes—would require a major capital investment of many millions of dollars. This goes far beyond the sort of reasonable maintenance the Art Center agreed to perform in its 1996 agreement with the artist. It would likely result, moreover, in significant modifications to the original design as well, fundamentally changing the artist’s intent. Such an investment, devoted to a single artwork, would hinder the Art Center’s ability to sustain multiple other elements of its operations, including the care and conservation of our facilities and the growth and maintenance of the rest of our collection. Realistically, a reconstruction of *Greenwood Pond: Double Site* carried out with the best possible materials and vigorous maintenance would still only have a life expectancy of 40 years, placing future museum operations under the burden of ongoing and ever more costly cycles of replacement just as environmental conditions in the state and the world become increasingly unpredictable. This is an unsustainable pattern to pursue, both for the artwork and the institution.

In the decades since its construction, the Art Center has devoted major staff and financial resources—approximately \$1,000,000—to *Greenwood Pond: Double Site*, only to be faced with its continual erosion. As recently as summer 2022, the Art Center invested \$17,000 to repair the cantilevered boardwalk, which was condemned about 10 months later. In 2011, the work suffered catastrophic damage due to floods. A partially successful fundraising campaign was initiated, netting a little over \$300,000 over three years. Operating revenue had to be used to make up the difference, and even then, only a very small percentage of the overall work was rebuilt. Those sections—mostly walkways—are in good condition due to the use of a hard wood more appropriate to the outdoors, while the rest of the work has continued to erode.

Mary Miss has been involved in conversations around the structural, material, and financial challenges involved in maintaining *Greenwood Pond: Double Site* since 1996. Records indicate her awareness of the work’s precariousness from the beginning. In 2012, Mary Miss visited the Art Center, the last time she would do so, to discuss the flood-related damage. During those meetings with then-director Jeff Fleming, the artist and the Art Center acknowledged a moment would likely come when the work would have to be removed from Greenwood Park. Indeed, Mary Miss herself recommended in a letter from July 2012 to then-director Jeff Fleming that they agree to deinstall the work in its entirety if it was not feasible to fundraise to repair it.

For these reasons, we believe AAMD’s “Professional Practices in Art Museums” justify our recommendation to deaccession *Greenwood Pond: Double Site* and, subsequently, to dispose or destroy it.

The Art Center staff fully acknowledges the gravity of recommending the deaccessioning and destruction of *Greenwood Pond: Double Site*. This outdoor environment is not only a historic commission by the Art Center; it is also an important, ambitious work of land art by a major woman artist. A series of very unfortunate circumstances have brought us to this moment, and we would not have adopted the position we have if there was a feasible way forward and if the work was not a literal threat to public safety.

All of the original living and/or active funders of the initial project, some of them important collaborators, were contacted by the Executive Director in December and January, as were those associated with the 2014-2015 partial rebuild. No objections to deaccessioning have been lodged. The Des Moines Founders Garden Club, whose members continue to care for the landscape around *Greenwood Pond: Double Site*, have voiced concern about the removal of the work, in part because of potential impact on the surrounding environment, but they have not taken an official position against deaccessioning.

The Art Center will derive no income from the deaccessioning of *Greenwood Pond: Double Site*; in fact, it will incur costs to deinstall it. These costs will be considerable, but they are many times less than the cost to re-build.

We have considered the impact deaccessioning will have on the Art Center, the community, and the artist, and we have actively considered a variety of ways to honor both the project and the Mary Miss. We will also be working closely with both the City and the Des Moines Founders Garden Club on the deinstallation, beginning with a group tour of the site in March.

It is important to note that Mary Miss is not in agreement with the museum about our recommendation to deinstall and deaccession. However, the position voiced here still stands as a matter of public safety and a realistic assessment of the artwork's compromised state.

Attached are documents that will further help the committee and board understand the complicated history of *Greenwood Pond: Double Site*.



Condition Reports, Engineer Reviews, and Rehabilitation Plan



Mary Miss, Greenwood Pond: Double Site

Condition Reports, Engineer Reviews, and Rehabilitation Plan

AUGUST 2004

CONDITION REPORT

DES MOINES ART CENTER

ROSE WOOD, FORMER CHIEF REGISTRAR

This report in its entirety can be found on p. 48.

Due to its secluded location, vandalism is one of three forces behind its steady decline; the other two are "mother nature", the weather and some structural challenges of the material and its association with the water. Some items of troubling interest are:

- The manner and frequency the walk way was fastened to the sub-structure. There aren't enough fastenings to adequately hold the natural warp of the treated yellow pine lumber.
- The obvious settling of structural elements within the sculpture itself, recessed walkway, peers at both the east and west ends of the boardwalk, the elevated bridge walkway adjoining the viewing pavilion and the ramp leading to and coming off of the metal bridge to the northwest.
- The runoff of rain water into the pond when there is an event causing flooding to the recessed walkway.
- The vegetation and its continual movement within the pond exacerbate the flooding of the recessed walkway.
- The growth, in mid-summer, of algae and green & lime that block the spillway and cause flooding to the recessed walkway.
- The cantilever elements of the walkway, anchored into concrete and held by a wooden beam at one end, which is continually exposed to the elements and in time will fail.
- No protective finish has been applied to the wood structure on an annual basis to extend its limited life.
- The one way entry to the park makes an easy escape path for vandals.
- Insufficient light during night time hours.
- Park should have gated and closed access after sundown.

AUGUST 08, 2008

OBJECTS CONDITION SURVEY

MIDWEST ART CONSERVATION CENTER

DONNA HABERMAN, OBJECTS CONSERVATOR

Conservator's Priority: 1 [Urgent Treatment: The object requires immediate treatment or intervention in order to stabilize or arrest ongoing deterioration. The artwork may be structurally unsound, at risk for further significant damage, or represent a potential hazard to visitors/staff.]

Condition Summary: Unstable

Conservation Treatment Required: Major Treatment

Requires In-House Treatment

Requires Frequent Inspections

Storage/Display: Inadequate support or protection; Inappropriate materials

Comments: Poor condition with safety concerns. Structural problems include inherent problems in design, construction, and materials (for long-term outdoor use). Too much overhang of SE walkway. Pins are pulling out of the ground, and walkway and railing slanted in different directions. Some posts are no longer sitting in the metal bracket on foundation. Water may have gotten too high and caused some elements to float, move, and then settle in a new location. Walkway that goes into water is afloat at present. SE walkway has been altered to avoid a visitor walking into the water instead of onto the path on the west side of the pond. Numerous boards have been replaced due to rot or vandalism. Scratches, paint, etc., esp. on the enclosure on stilts at the north side. The below water level enclosure is filled with water at this time. Beavers are building a dam under one bridge at NW side. Much bird guano in covered area on the west side. Pond scum/growth. Active rust on uncoated or plated metals.

OCTOBER 16, 2008

**CONDITION REPORT/TREATMENT PROPOSAL
MIDWEST ART CONSERVATION CENTER
DONNA HABERMAN, OBJECTS CONSERVATOR**

Condition: The art work is in poor condition, is unstable and is becoming a safety hazard. There are inherent problems with the design, construction and materials for an outdoor and under water environment used, long term, by the public. Flooding and vandalism have also contributed to the downfall of the art environment. Smooth lines of the walkways and gradually changing rail heights have been replaced with zig zag lines at different heights.

The overhanging walkway is pitched towards the water in some areas and back towards the ground in others. Some pins on the land side of the walkway are pulled up. There are also areas of washed out soil where the walkway has dropped. In some areas the pin has been pulled out but the walkway has dropped down. Some alterations to the overhanging walkway have already been made for safety concerns (east side where the overhang ended at the water, rather than at the path). Other walkway boards, over water, on the north side of the pond have been removed from the posts. The remaining posts have heaved up out of the ground. They are at different heights and angles and some are broken. The level between the top of these posts and the adjacent metal mesh path is over a foot different. The remaining walkway, leaving the gravel path, drops slightly where it leaves the ground. The gravel path leaving the turnaround on the west side is badly eroded.

Wooden elements overall are rotted, checked, cracked, broken, warped and some have been repaired or replaced due to vandalism and natural causes. The spindles of the railing seem especially vulnerable to damage. Many have been broken by vandals. Many are no longer

securely attached to the rail or walkway due to warping, shrinkage, mechanical damage or other reasons. Some rails are not securely attached to the posts with similar causes. There is severe warping in some of the walkway boards, the rails and the spindles. Nails, screws, "L" brackets and other repair additions have been made. The wood is split in some areas due to the addition of a nail. Numerous wood boards and spindles have been replaced. At least one corner of a walkway section is not sitting on the foundation. The ground level of the pavilion posts are "chewed up", possibly from lawn equipment or animals.

The top edge of the underwater concrete seating area is not level, is now full of water due to recent rains and cannot be pumped out until the water level goes down. When this water is pumped out, debris will be left in the area and elements may be damaged. An underwater section of the walkway on the opposite side of the pond has been detached from its underwater anchor and floats. It could drop down if someone steps onto it and when the water goes down it can settle in a different location. I believe this has been repaired in the past.

There is rust on some of the metal elements, especially where a coating or plating material has been lost or where non-plated or non-stainless steel was used. Material added to the top of the rails on the north west side of the pond is cracked with losses, leaving a rough and uneven rail with future loss assured. At least one of the vertical diamond plates, on the stepped area on the west side of the pond, is detached at one corner. Much of the mesh and diamond plate surfaces and the metal rails and spindles are in good condition. Vertical wooden elements below the section of walkway that is between the cantilevered and the forked sections in the walk are missing.

Beavers are building a dam under the small bridge on the north west side. Debris is found on the pond and edges, especially at the north end. There is much growth under the overhanging walk. "Pond scum" covers the pond. Algae or other biological growth is found on some of the wooden elements. The pavilion and raised observation areas are roosting areas for birds. Nests are found and much guano has been deposited.

The interior of the raised observation area and steps up to it are marred with graffiti in the form of finger, brush and sprayed applied paint, felt tipped pens, incised marks, pencils and ink pens. This is applied to both wood and metal surfaces. The spindles of the railings have been kicked out by vandals. Other damage such as broken walkway boards, graffiti on other surfaces (such as railing on west side) and broken material over the metal railing can probably also be attributed to vandalism.

Recommendations:

This project is well beyond the range of my expertise and requires the input of other specialists, possibly including construction personnel, engineers, a landscape architect and the artist. There are, to my opinion, a few very important issues that need to be addressed.

A more thorough examination of the cantilevered walkway is necessary to determine what design and/or landscape changes should be made to prevent movement (less of an overhang, a better method of anchoring, better preparation of the area before construction?, etc.).

A change of design or repair of elements that are not anchored well enough to keep them in place. This refers to the walkway sections that are not on their foundation piers, posts that heave up out of the ground.

Damaged wooden elements should be replaced. This might involve replacing some of the wooden elements with galvanized steel (with artist's approval) or another material or to replace with the same materials, understanding that a regular schedule of wood replacement will be necessary over time.

Plans for regular replacement of degraded or damaged materials, repairing washed out soil, graffiti removal and regular maintenance to keep the area clean and in good shape should be implemented.

Improve drainage in the area, as possible, to prevent some flood damage. Possibly remove beaver dam.

Increased security is needed. Ideally, this area would be locked up at night but doing that would require fencing a large area. Additional cameras and the physical presence of security personnel may be called for. Graffiti building up makes the site appear un-cared for and encourages further graffiti. Repairing damage and removing graffiti should be a regular task.

To keep the site beautiful and in good condition at all times will come with a large price tag. Therefore, another important issue is fund raising.

JULY 14, 2010
ENGINEER STRUCTURAL OBSERVATIONS
CONFLUENCE INC
CHARLES SAUL ENGINEERING INC
CHARLES E. SAUL, P.E.

The project was designed and constructed in 1994. The budget for the project was limited but a significant amount of construction was desired. To accommodate the desire to maximize the amount of work that could be done within the limited budget, residential deck construction materials and techniques were used. These materials and techniques provided the extent of construction desired, but with a limited life expectancy unless significant maintenance is undertaken. The Art Center has performed maintenance over the years, but deterioration of portions of the project have exceeded their budget and ability to maintain this functional work of art. A significant amount of work is now required to make the project safe and return it to its desired appearance.

At the East concrete drilled piers were installed with a significantly enlarged top portion. This enlarged area of concrete has made the piers susceptible to uplift caused by freezing soil and the actions of ice in the pond. The vertical movement of these piers has caused this portion of the walk surface and railing to become very irregular with a significant slope to the adjacent ground and a significant cross slope at the walk. This portion of the walkway would be best repaired by removal and replacement of the piers, walkway, and railing.

The handrail has undergone numerous repairs due to vandalism and age. Replacement of limited portions of the railing and additional maintenance in other is now required.

A beam that cantilevers over a section of a steel sheet pile retaining wall near the Northwest end of the main walkway (the fourth beam from the end) has dropped significantly at the sheet piling making the walkway very uneven. The reason for this movement must be verified by

removing decking and the wood covering the sheet pile before a method of repair can be developed. The repair may require replacement of the beam, beam tie down adjacent decking and railing.

A number of internal joists or stringers supporting the floor planks are missing at a section of the West walkway that extends down to the pond surface. The loss of these framing members has reduced the capacity of this section of to significantly below code required levels. Contact with the water has caused more rapid deterioration of the framing and deck in this area. These stringers and some of the deck must be replaced.

Connection of the lower level walkway at the West of the pond to the steel sheet pile retaining wall has failed. No support is provided for a section of the walkway in this area. This has caused a very uneven and unsafe section of the walk. Deteriorated framing and deck in this area should be replaced and a new connection made to the sheet pile. Other joist/beam connections should be checked to verify that they have not similarly deteriorated.

The below water level viewing area at the North of the pond has been overtopped by the water and has been capped with a section of deck to prevent access. This section of deck is in contact with the water and is in poor condition. A section of walkway connecting to this area has failed. These areas will require significant reconstruction/replacement.

Throughout the project planks and seating are "scalped" due to creep of the treated lumber. It is my recollection that the Artist wanted the project to show signs of age and wear but, of course, did not want unsafe conditions to be present. Rotten portions of the deck and framing are present in various areas of the project. There are also a number of fasteners that have failed for various reasons. Uneven, rotten, poorly supported and inadequately fastened framing and decking should be addressed to provide a safe surface for the public. A steel fascia plate at the seating area at the North of the pond is missing and should be replaced.

This project has served the public for nearly 16 years. Deterioration has made portions of project unsafe and has reduced its aesthetic appeal and functionality. A concentrated effort to repair the areas of major damage along with continued maintenance will allow this work of art to continue to perform its aesthetic and practical functions.

This structural review was based on limited, non-destructive observations on the site. The information provided herein represents opinions and recommendations based on sound engineering judgment using the available information. Conditions may exist that are hidden by construction, covered or otherwise obscured that might change opinions stated in this letter. No warranty or guarantee of the condition of the structures is expressed or implied by this letter.

**FALL 2011
INVENTORY AND REHABILITATION PLAN
CONFLUENCE INC
CHARLES SAUL ENGINEERING INC**

This plan in its entirety can be found on p. 61.

Executive Summary: The Mary Miss Double Site Project, at Greenwood Pond in Des Moines, Iowa, has been exposed to the elements for the last 16 years and Mother Nature has taken its toll. Due to the unsafe condition to numerous areas of the sculpture, The Des Moines Art Center

retained Confluence to evaluate the existing conditions, establish a listing of priority projects, improve on critical structural details, and recommend a new material option to potentially replace the original Southern Yellow Pine material.

After studying the site, 7 priority projects emerged as a focus for this report. (See page 21 for a listing) The respective projects are scattered around the sculpture, in random locations, but all share the same relationship: water level and their contact with it. From new structural piers and better water level control to more rigorous connecting details and a material change, these projects intend to address the public's safety and respect the integrity of the art piece.

Addressing these priority projects in total requires an investment of \$375,000, in 2011 dollars, to replace the worn out wood with the same species of wood, Southern Yellow Pine. For an additional \$53,000, an ipe or cumaru wood decking could be installed and would last twice as long as the original wood.

Every day that passes without addressing these safety concerns puts continued risk on the Art Center and we would recommend beginning to address the priority projects in a phased approach, as soon as possible.

**JULY AND AUGUST 2022
OUTDOOR SCULPTURE SURVEY
MIDWEST ART CONSERVATION CENTER
COURTNEY MURRAY, CONSERVATOR**

This report in its entirety can be found on p. 113.

Collections or Public Rick: Vandalism; Structural Hazard

Conservation Priority: 1

Urgent Treatment: The object requires immediate treatment or intervention in order to stabilize or arrest ongoing deterioration. The artwork may be structurally unsound, at risk for further significant damage, or represent a potential hazard to visitors/staff.

Rank: 1

Each artwork was given a rank by the conservators of 1 - 41, with number one being the highest priority for treatment. The rankings are based entirely on condition and give no weight to the significance or value of the sculpture Greenwood Pond: Double Site is ranked number one overall due to vandalism, structural hazards, and loose parts.

Notes on Conservation History: Numerous repairs have been undertaken by DMAC and the Parks department. This extensive site history should be documented clearly in the object record.

Site Notes and Maintenance Recommendations: See treatment recommendations. Develop a comprehensive maintenance plan that includes regular graffiti removal, hardware checks, pump maintenance, repair or replacement of broken elements, etc.

Condition: The artwork is in fair condition overall, with some elements in poor condition due to structural instability. A galvanized steel panel on the stepped platform adjacent to the pond is actively falling off. Stone blocks built into the hillside are missing, broken, and displaced.

Hardware on the built structures is loose and/or displaced, potentially resulting in some level of structural instability. Graffiti is present, as are losses in an epoxy (est.) coating on the top surface of the galvanized railing. The sunken viewing area is flooded. Spot rusting is noted on galvanized steel elements.

Treatment Recommendations: Treatment is required and may be undertaken by DMAC staff and/or parks staff in consultation with a conservator. It is recommended that the artwork be clearly defined and documented, with critical discussion regarding the maintenance with site stakeholders.

NOVEMBER 8, 2023
ENGINEERING CONDITION REVIEW
RAKER RHODES ENGINEERING
JOHN RHODES, PE, SE

This review in its entirety can be found on p. 118.

There are significant structural concerns with the boardwalk, pavilion, and wood pieces north of the pavilion. Dry rot in the wood members and connections have resulted in number of unsafe/unstable conditions. In my professional opinion, the wood has deteriorated to a point it is not feasible to replace just a few members. Total replacement with new treated wood or a more durable wood species (Ipe is one option) is the best route forward. If the decision is made to rebuild the art pieces, there are a number of connection details that could be improved to prolong the life of the structure. For example, most wood columns were originally direct buried in soil resulting in accelerated decay. Raker Rhodes Engineering can help revise the original connection details to extend the life of the art pieces.

FEBRUARY 2024
ENGINEERING CONDITION REVIEW
RAKER RHODES ENGINEERING
JOHN RHODES, PE, SE

This review in its entirety can be found on p. 123.

In my professional opinion, the wood has deteriorated to a point it is not feasible to replace just a few members for the wood arches and the boardwalk. Further investigation is required for the columns of the pavilion. The recommendation was to close off access to these structures to the public due to life safety/liability issues. It is unclear what type of wood was originally used but it has reached the end of its useful life.

FEBRUARY 2024
CONDITION REPORT
DES MOINES ART CENTER
MICKEY RYAN, DIRECTOR OF REGISTRATION AND COLLECTIONS MANAGEMENT

This report in its entirety can be found on p. 126.

After several in-depth physical examinations, I have come to the conclusion that *Greenwood Pond: Double Site* is no longer viable without a complete reconstruction utilizing weather-appropriate materials, as well as increased funding and specialized staff. This report documents the decaying and weather-worn condition of the wood structures of each artist-designed element, as well as the need for reworked pump systems (Recessed Walkway).



1990 Greenwood Park Sculpture Park DMAC Operating Agreement and Addendum to Master Plan

TIMOTHY J. BRIEN, Recorder

GREENWOOD PARK SCULPTURE PARK
DES MOINES ART CENTER

Roll Call # 90-4882

By J. Zuitano Deputy

OPERATING AGREEMENT

This Operating Agreement, made and entered into this 5th day of November, 1990, by and between the City of Des Moines, Iowa, acting through the DES MOINES CITY COUNCIL, hereinafter called the "CITY," whose address for the purpose of this Agreement is City Manager, City Hall, 400 East First Street, Des Moines, Iowa 50307 and Edmundson Art Foundation, Inc., an Iowa non-profit institution, d/b/a the Des Moines Art Center, hereinafter called the "ART CENTER" whose address for the purpose of this Agreement is Director, Des Moines Art Center, 4700 Grand Avenue, Des Moines, Iowa 50312, NOW WITNESSETH:

WHEREAS, Iowa Code (1989) Chapter 28E allows any public agency in Iowa, including municipalities, to enter into agreements with public or private agencies for joint or co-operative action with respect to any power, privilege or authority exercised or capable of exercise by the public agency;

WHEREAS, the CITY pursuant to its authority under Chapter 28E, desires to cooperate with the ART CENTER in the development of a site-related or environmental sculpture area for the enjoyment of the public in Greenwood Park;

WHEREAS, the ART CENTER intends to commission and purchase original site related and environmental sculptures which shall be exhibited for the general public within a specific area of Greenwood Park;

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

I. SCULPTURE PARK AREA

The CITY hereby designates the area of Greenwood Park which is described in Exhibit A attached hereto, for installation and maintenance of environmental sculptures. Such area is hereinafter referred to as the "Sculpture Park Area."

II. SCULPTURE PARK DEVELOPMENT

A. Master Plan and Amendments. The ART CENTER shall prepare and submit to the CITY a Master Plan identifying a maximum of eight sites for the location of sculptures

Return to: CITY CLERK-DES MOINES
400 East First Street
DES MOINES, IA 50307

BOOK 6316 PAGE 489

within the Sculpture Park Area. The Master Plan shall describe the current uses of the land, any known change in land use contemplated by the proposed sculptures, and the general area to be occupied by each sculpture. The Master Plan, and any Amendments which may be made to it, shall be subject to approval by the City Council after it has been submitted for review and recommendations by the Park Board and Plan and Zoning Commission.

B. Individual Sculptures. Recognizing that certain individual sculptures may be what are sometimes referred to as "environmental sculptures," that is, sculptures occupying large extents of physical space such that the dimensions are not always obvious to the observer and which incorporate as elements in the sculpture the topography and features of the site, plans for individual sculptures shall in all events specify the boundaries and dimensions of what shall be considered the sculpture for purposes of this Agreement. In addition, such plans shall specify the area of ambience for the individual sculpture, that is, the area of the Sculpture Park within which the design of each sculpture is focused, and which cannot be changed without detracting from the sculpture. Such areas shall hereinafter be referred to as the "Areas of Ambience." Selection of sculptures shall be made in a manner consistent with the selection of other art work for the ART CENTER'S permanent collection.

C. Review of Plans. Prior to their acquisition, site plans and elevations for individual sculptures to be located within the Sculpture Park Area shall be provided to the CITY Park and Recreation Board (hereinafter called "the Board"). The ART CENTER shall provide the Board with a presentation relating to each sculpture, including background information and other pertinent data in order to give the Board a practical

review of the functional uses of spaces proposed for sculptures and their Areas of Ambience, the probable impact of the proposed sculpture on existing facilities and uses of the Park, and compliance with the Master Plan. No sculpture shall be placed in the Sculpture Park Area which does not conform to the Master Plan, or which the Park Board reasonably finds unduly interferes with existing uses or safe use of the Sculpture Park Area or facilities located there. The Park Board shall act to review and comment to the ART CENTER on the plans within thirty (30) days after formal submission of the plans by the ART CENTER.

D. Park Board Membership on Art Center Acquisition Committee.

During the term of this Agreement, the Chairperson of the Board shall nominate one member of the Board (which may include the Chairperson) to be a voting member of the Acquisition Committee of the ART CENTER concerning the selection of sculptures for the Sculpture Park Area. The ART CENTER covenants and agrees that it will appoint that nominee to the Acquisition Committee and, with respect to each sculpture to be located in the Sculpture Park Area, no action will be taken by the Board of Trustees of the ART CENTER to commission or acquire such sculpture until it has received a recommendation from the Acquisition Committee.

E. Funding and Acquisition.

Following the selection procedure described above, the ART CENTER shall be solely responsible for the acquisition of sculptures for the Sculpture Park Area and for all costs associated with the commissioning or acquisition and installation of said works.

F. Coordination of Installation of Sculptures.

The ART CENTER shall coordinate the installation of each individual piece of art with the CITY'S Park and Recreation Director in order to get approval for access to the installation site, and to minimize interference

with normal use of Greenwood Park and damage to the grounds.

1. Trees. No trees or shrubs within Greenwood Park shall be removed, trimmed or otherwise altered by the ART CENTER during the term of this Agreement without the prior approval of the CITY Council.
2. Site Restoration. The ART CENTER shall promptly repair any damage to the grounds and/or plant materials resulting from the installation of sculptures. Any site restoration shall be completed promptly after the occurrence at the sole expense of the ART CENTER, and shall return the area to its condition prior to the damage, provided that a sculpture installed in accordance with the Master Plan shall not be construed as creating damage to the grounds.
3. Supervision. The ART CENTER shall supervise the construction and installation of each sculpture in such a manner to insure that it shall be installed in a workmanlike and prudent manner and in accordance with any applicable city and state codes.
4. Permits. The ART CENTER shall secure at its sole expense and responsibility all necessary permits. (See, e.g., Municipal Code § 2.205.30).

G. Ownership of the Sculptures

All sculptures located wholly on that property granted to the ART CENTER by Ordinance #4580 (July 8, 1940); Ordinance #4870 (September 5, 1946); Ordinance #4984 (March 4, 1948) and Ordinance #7374 (July 5, 1966), or within the Sculpture Park Area, shall be the property of the ART CENTER. Upon termination of this Agreement, sculptures within the Sculpture Park Area which have not been removed by the ART CENTER shall in accordance with Section XII.B., become the property of the CITY.

III. MAINTENANCE

A. Sculpture Sites

At the time the ART CENTER presents an individual sculpture for review, pursuant to Section II.C above, the ART CENTER and the CITY shall mutually agree to the portions of each sculpture which each party shall maintain. All structural elements of the sculptures shall be the responsibility of the ART CENTER. In the event the Director of the ART CENTER and the Director of Parks and Recreation are unable to agree, the City Manager, or such other person designated by the City Council, shall determine the portions to be maintained by each party. Each party shall, at its sole expense and responsibility, perform necessary maintenance to assure that the designated portion of the sculptures for which it is responsible shall not become damaged, deteriorated or unsafe. The CITY may require the ART CENTER to repair or remove a sculpture if the ART CENTER has failed to either maintain the structural integrity of a sculpture or to correct any unsafe condition within a sculpture.

B. Utilities.

At the time of submission of plans for individual sculptures, the parties shall agree to an allocation between the ART CENTER and the CITY of the cost of utilities, if any, supplied to sculptures. In the event the Directors of the ART CENTER and of Parks and Recreation are unable to agree, the City Manager, or other City Council designee, shall determine the portions to be paid by each party. The ART CENTER shall be obligated to pay its portion of utility charges for gas, electricity, light, heat and power, and telephone and other communication service supplied to sculptures in the Sculpture Park Area and shall indemnify the CITY for such charges in fact paid by the CITY.

C. Surrounding Grounds.

The ART CENTER shall maintain its areas of responsibility to standards of the surrounding grounds maintained by the CITY'S Park and Recreation Department. Except for those areas agreed to be maintained by the ART CENTER, the CITY shall maintain the Sculpture Park Area.

D. Fire/Casualty/Vandalism.

The ART CENTER shall restore and/or rehabilitate or remove, at its option, any designated portion of any sculpture damaged or destroyed by any casualty whatsoever, including but not limited to damage caused by fire or storms or vandalism.

E. Notification.

The ART CENTER shall have a reasonable time from the date of notice by the CITY to correct any damage. Any unsafe condition shall be made safe by corrective action taken within a reasonable time thereafter. All notices shall be provided as stated in Section VII.A. of the Agreement.

F. Reasonable Time.

As used in this Agreement, a reasonable time shall mean fifteen (15) days unless a longer period is needed due to weather conditions, or the need to preserve the artistic integrity of the sculpture.

IV. INTEGRITY

A. Protection of Areas of Ambiance.

To assure that the Sculpture Park Area is maintained in its current state in order to preserve the ambiance into which the sculptures will be installed, and subject to paragraph IV.B., below, no physical improvement to existing facilities or substantial change in use of the Areas of Ambiance shall be permitted during the term of this Agreement without the mutual consent of the ART CENTER and the CITY.

B. Improvements

The CITY may remove or replace damaged or diseased plants or trees in the Sculpture Park Area without ART CENTER approval. When diseased plants or trees must be removed within an Area of Ambience, the CITY agrees to inform and consult the ART CENTER concerning an appropriate replacement. Moreover, in its sole discretion, the CITY may repair, replace, enlarge or otherwise improve any facilities or improvements now or subsequently located in Greenwood Park outside of the Areas of Ambience.

C. Other Works of Art

The CITY will not authorize the installation of other works of art within the Sculpture Park Area.

V. RIGHTS RESERVED BY THE CITY AND THE PUBLIC

Except for specific events, such as "Art in the Park," for which the City Council has granted a permit to use the Sculpture Park Area and charge an entrance fee, or events or usage regulated by the CITY, the public shall have cost-free access to the Sculpture Park Area during normal operating hours for Greenwood Park, as established by the CITY. The existing uses of Greenwood Park shall not be interfered with by the ART CENTER. It is the intent of the parties that the CITY may continue to allow the Sculpture Park Area to be the site of weddings, events at the amphitheater, and other similar usages and that the public may continue to picnic, stroll, ice skate, fish or otherwise use the Park subject to any ordinance or regulation established by the CITY. Except as may be approved by the Park Board where alternative facilities or accommodations are provided, practical uses of the Area, such as for storm drainage, shall not be impaired by any sculpture. The ART CENTER's rights hereunder shall be subject to the right of the CITY to inspect, maintain, repair and replace underground water, sewer, electric and gas lines.

Within fifteen (15) days of the execution of this Agreement, the CITY shall provide to the ART CENTER the location of all existing water, sewer, electric and gas lines, together with any other agreements affecting the land.

VI. INSURANCE AND HOLD HARMLESS

A. Hold Harmless

As part of the consideration for this Agreement, the ART CENTER agrees to indemnify, defend and save harmless the CITY, its officers, employees, and agents, hereinafter referred to as the "Indemnitees," from any and all loss or damage (including, without limiting the generality of the foregoing, all legal fees and disbursements paid or incurred by the CITY (including the value of services rendered by the City's Legal Department) to enforce this provision) which may be imposed upon, incurred by, or asserted against the Indemnitees by reason of negligent or tortious act, error, or omission resulting in personal injury, bodily injury, sickness, disease, or death to persons; or damage to, loss of, or destruction of tangible or intangible property, including the loss of use thereof, arising out of the design, construction, installation, maintenance or presence of sculptures pursuant to the terms of this Agreement.

B. Assumption of Risk. The ART CENTER undertakes and assumes for its directors, officers, agents, employees, and contractors all risk of dangerous conditions, if any, on or about the Sculpture Park Area. The ART CENTER also agrees to indemnify, defend and hold harmless the Indemnitees against and from any claim asserted against or liability imposed upon the Indemnitees for personal injury or property damage sustained by the aforesaid persons during the term of this Agreement and arising out of activities related thereto.

C. Insurance. The ART CENTER covenants and agrees that at all times during the term of this Agreement, it will at its own expense procure and maintain commercial general liability insurance, on an occurrence basis, in a responsible company or companies authorized to do business in the State of Iowa, in amounts not less than five hundred thousand dollars (\$500,000) combined single limit, or such increased amount as the CITY may, from time to time, reasonably deem necessary to protect its interests. Certificates of Insurance naming CITY and providing for mandatory notice to CITY at least thirty (30) days before cancellation of the policy shall be delivered to CITY on or before the date of the beginning of the term of this Agreement and each renewal of the insurance policy thereafter.

VII. NOTICES AND COMPLAINTS

A. Notices

Notices as provided for in this Agreement shall be given in writing to the parties hereto at the respective addresses designated on page one of this Agreement unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party or making a demand or other communication, any notice shall be considered given under the terms of this Agreement when deposited in a United States mailbox, addressed as above designated, certified mail, return receipt requested, postage prepaid.

B. Complaints

Any complaints by the CITY with regard to the ART CENTER'S operation or maintenance of the Sculpture Park shall be made by the CITY'S Park and Recreation Director or such other person as the Director or City Council may designate and shall identify the date that the occurrence complained of occurred. Any complaints by

the ART CENTER directed to the CITY shall be in writing to the CITY'S Park and Recreation Director under the signature of an authorized representative of the ART CENTER, and shall identify the date that the occurrence complained of occurred.

VIII. RIGHTS, PROVISIONS, LANGUAGE

A. Successors

Each and every covenant and Agreement herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

B. Modification

No covenants, provisions, terms or conditions of this Agreement to be observed or performed by the CITY or the ART CENTER shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the CITY and the ART CENTER. This Operating Agreement contains the whole agreement of the parties with respect to the Sculpture Park Area.

C. Rights

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

D. Language and Captions.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. The captions in this Agreement are for convenience only and shall not constitute a limitation on any terms therein.

E. Severance.

In the event any term or provision of this Agreement is declared unlawful by a court of competent jurisdiction, that provision shall be null and void and the remaining terms shall remain in force and effect and shall be the agreement between the parties while the parties negotiate in good faith to replace any such unlawful provision. If the arrangement called for in this Agreement cannot be continued without the unlawful term or provision, and if the parties are unable for any reason to negotiate a mutually agreeable and lawful replacement provision within thirty days after the court decree becomes final, this Agreement shall terminate and the ART CENTER shall, as provided in Section XII.B. have the right to remove any or all sculptures from the Sculpture Park Area.

IX. ASSIGNMENT OR TRANSFER

A. The ART CENTER shall not assign or transfer any of its rights under this Agreement at any time to anyone without the prior approval of the CITY.

B. Mechanic's Lien

Neither the ART CENTER nor anyone claiming by, through, or under the ART CENTER, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon the property described in Exhibit "A," or upon any building or improvement thereon, or upon the interest of the ART CENTER therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any sculpture, building, improvement, alteration, repair or any part thereof, shall at any time be or become entitled to any lien thereof, and for the further security of the CITY, the ART CENTER covenants and agrees to give actual notice thereof, in advance, to any and all contractors and subcontractors

who may furnish any such material, service or labor.

X. RELATIONSHIP AND ADMINISTRATION

A. The parties are undertaking this operating arrangement pursuant to Iowa Code (1989) Chapter 28E. They are not creating any separate legal or administrative entity, and will not have a separate budget; each party being responsible, as provided herein, for its own expenses.

B. It is expressly understood and agreed that the ART CENTER in the maintenance, operation and use of the Sculpture Park Area and improvements specified in this Agreement is and shall be deemed an independent contractor and operator, and the CITY shall in no way be responsible to any person, firm or corporation for any injuries or damages occasioned by the design, construction, installation, or maintenance of the sculptures as specified in this Agreement.

C. For purposes of Iowa Code § 28E.6(1), the City Manager of the CITY shall be the administrator of this cooperative undertaking.

XI. DISCRIMINATION

The ART CENTER agrees that, during the term of this Agreement it will not exclude any qualified person from participation in any programs or activities operated by the ART CENTER in the Sculpture Park Area and shall not separately or together with anyone else deny anyone the benefits of such programs or activities, or otherwise subject anyone to discrimination on the grounds of age, race, religion, creed, sex, color, national origin, ancestry or disability.

XII. TERMINATION

A. In the event a party violates or fails to carry out any of the provisions of this Agreement, the other party shall give the violating party sixty (60) days' written notice of said violation or failure; and in the event the violating party does not correct such violation or failure within sixty (60) days (or such longer period if the same is not reasonably curable in sixty days),

or if a party habitually violates such provisions, then the other party may cancel this Agreement.

B. In the event of cancellation or termination of this Agreement, the ART CENTER may, within six months of the date of such cancellation or termination, or such longer period as the parties may agree upon, remove those sculptures which have been installed and restore the areas to a park-like condition. Title to and possession of sculptures still located in the Sculpture Park Area after such six-month period shall immediately vest in the CITY, and they may thereafter be removed or altered as the CITY deems appropriate.

XIII. MEMBERSHIP ON ART CENTER BOARD OF TRUSTEES:

During the term of this Agreement the Mayor, after consulting with the President of the Art Center Board of Trustees, shall nominate him- or herself, or another member of the City Council, to serve as the CITY representative on the ART CENTER Board of Trustees. In the same manner, the Mayor shall nominate another Council member to serve as an alternate representative when the named Council member is unavailable. The ART CENTER covenants and agrees that those persons shall be appointed to serve as a full member of its Board as an alternate, in accordance with ART CENTER By-laws relating to all Board members.

XIV. CONTRACTS WITH ARTISTS

Any contract entered into by the ART CENTER with any artist for a sculpture to be located in the Sculpture Park Area shall be subject to the terms of this agreement.

XV. TERM OF OPERATING AGREEMENT AND RENEWAL

This Operating Agreement shall be in force and effect for a period of forty-nine (49) years commencing on December 1, 1990 and ending on November 30, 2039, and shall be automatically renewed for periods of twenty-five (25) years per

renewal period without further action by either party.
Either party may provide written notice to the other party
within one hundred eighty (180) days but not less than
thirty (30) days of any renewal date that this Agreement
shall not be renewed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed by their duly-authorized officers as of the date first
above-written.

Attest: CITY OF DES MOINES, IOWA


Donna V. Boetel-Baker
City Clerk

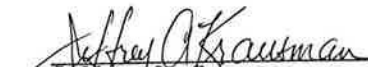
By 
John P. Dorrian, Mayor


APPROVED AS TO FORM:

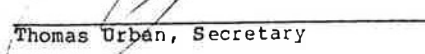

Richard J. Boyle
City Solicitor

APPROVED AS TO FORM:

EDMUNDSON ART FOUNDATION, INC.
DES MOINES ART CENTER


Jeffrey A. Krausman
Attorney, Des Moines Art
Center

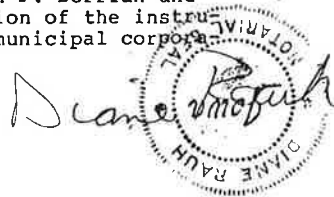
By 
Charles C. Edwards, Jr., President

By 
Thomas Urban, Secretary

By 
Julia Brown Turrell, Director

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 20th day of NOVEMBER, 1990, before me, the undersigned, a Notary Public, personally appeared JOHN P. DORRIAN and DONNA V. BOETEL-BAKER, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council under Roll Call No. 90-4882 of the City Council on the 5th day of NOVEMBER, 1990, and that John P. Dorrian and Donna V. Boetel-Baker acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.



STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 5th day of December, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles Edwards and Thomas Urban, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Edmundson Art Foundation, the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that President and Secretary as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Mamie A. Morlan
Notary Public in the State of Iowa



renewal period without further action by either party.
Either party may provide written notice to the other party
within one hundred eighty (180) days but not less than
thirty (30) days of any renewal date that this Agreement
shall not be renewed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed by their duly-authorized officers as of the date first
above-written.

Attest:

CITY OF DES MOINES, IOWA


Donna V. Boetel-Baker
City Clerk


By 
John P. Dorrian, Mayor

APPROVED AS TO FORM:

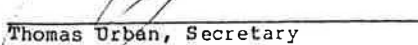

Richard J. Boyle
City Solicitor


APPROVED AS TO FORM:

EDMUNDSON ART FOUNDATION, INC.
DES MOINES ART CENTER


Jeffrey A. Krausman
Attorney, Des Moines Art
Center


By 
Charles C. Edwards, Jr., President

By 
Thomas Urban, Secretary

By 
Julia Brown Turrell, Director

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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Diane Raub


STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 5th day of December, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles Edwards and Thomas Urban, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Edmundson Art Foundation, the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that President and Secretary as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Mamie A. Morlan
Notary Public in the State of Iowa



EXHIBIT A

The Sculpture Park Area shall be defined as the following property:

Commencing at a point on the east entrance to Greenwood Park, otherwise designated as Forty-fifth Street which point is four hundred thirty (430) feet from the southwest corner of said entrance and Grand Avenue and parallel to Polk Boulevard extended, thence south and southwesterly along said Forty-fifth Street to a point fifty (50) feet south of the southernmost tip of the existing pond, thence northerly in an arc fifty (50) feet outside of the existing pond to the intersection of said arc with Park Drive, as if extended south from its current terminating point, thence northerly along the east line of Park Drive to the point on Park Drive which is the intersection of a line at right angles to a line drawn parallel to Polk Boulevard extended and which point is the current southwesterly point of the land granted to the Art Center by Ordinance 7374, thence east along said line to the point of beginning. It is the intention of this description to include all that land located south of Grand Avenue between Forty-fifth Street and Park Drive to a point fifty (50) feet south of the existing pond not previously granted for use by the Art Center in Ordinance 7374 on July 5, 1966.



SECRETARY OF STATE
STATEHOUSE
STATE OF IOWA
DES MOINES 50319

DEC 14 1990

ELAINE BAXTER
SECRETARY OF STATE

515-281-5804

December 11, 1990

Donna V. Boetel-Baker, CMC
City Clerk
City Hall - 2nd Floor
400 East First Street
Des Moines, IA 50309-1891

RE: Operating Agreement between the City of Des Moines and Edmundson
Art Foundation, Inc. for development of the Greenwood Park
Sculpture Park

Dear Ms. Boetel-Baker:

We have received the above described agreement(s) which you
submitted to this office for filing, pursuant to the provisions of
Chapter 28E, 1989 Code of Iowa.

You may consider the same filed as of December 11, 1990.

Cordially,

A handwritten signature in cursive script that reads "Elaine Baxter".

Elaine Baxter
Secretary of State

EB/k1

Addendum (to Master Plan, see page 2)

LAND USE CONTEMPLATED BY THE PROPOSED SCULPTURES

Certain individual sculptures are referred to as "environmental sculptures," that is, sculptures occupying sometimes large areas of physical space such that the dimensions are not always obvious to the observer. These works incorporate as elements in the sculpture the topography and features of the site.

Neither access into Greenwood Park nor use of Greenwood Park will be altered by any of the proposed sculptures. It is the intent of the "sculpture park" to extend and enhance the use of Greenwood Park as it now exists, and to provide ways for people in Des Moines to gain a greater appreciation of the natural landscape, plantings, and terrain of the park.

In the short term, there may be some temporary disruption of existing wildlife (i.e., skunk, rabbit, squirrel, raccoon, common snakes, etc.) populations in Greenwood Park as the construction of each sculpture is undertaken. This may include noise, dust, and ground vibration associated with the normal site preparation, construction, and restoration activities at each individual site.

In the long term, after all sculpture pieces are in place and the area (turf, vegetation, etc.) has been allowed to restore itself to pre-construction conditions, no unusual or adverse impact on existing wildlife is anticipated. These art works are designed to be sensitive to the environment and structurally and visually compatible with the natural features of the park setting.

A further mitigating factor is that the various sculpture pieces will be under construction at different times over a period of perhaps months or years. This will likely insure that the sculpture park area has time to "rest and restore" itself in one area before construction activities are started in another area.

The Art Center will supervise the construction and installation of each sculpture in such a manner to insure that it will be installed in a workmanlike and prudent manner, and in accordance with any applicable city and state codes. The Art Center does not anticipate any areas of the park to be impacted adversely. The Art Center will repair any damage to the grounds and/or plant materials resulting from the installation of the proposed sculptures.

GENERAL AREA TO BE OCCUPIED BY EACH SCULPTURE

1. Proposed site is the lagoon area, south of the Art Center. The use of the site would affirm the natural aspects and views of the area and enhance its public use. The proposed sculpture would not prevent normal maintenance such as cleaning or dredging for better storm water retention.
2. Proposed site is a terraced area southeast of the Rose Garden and northwest of Sylvan Theater. The canopy of trees, the three different levels, open space, and natural characteristics of the site would be incorporated as elements of the sculpture.
3. Proposed site is a rolling hilly area southwest of the Rose Garden and north of the lagoon.
4. Proposed site is a rolling hilly area adjacent to the Rose Garden and east of Park Avenue.
5. Proposed site is a open slope south of the site #6 and adjacent to the east side of the Rose Garden.
6. Proposed site is a small grove of evergreen trees located east of the Rose Garden adjacent to the "tea houses".
7. Proposed site is a open flat area south of the Art Center building designed by Saarinen.
8. Proposed site is the Rose Garden area. The site begins at the (north position of garden) south side of the Art Center building designed by I.M. Pei, and extends to the south portion of garden.

*** The above proposed sites were approved by the City Council January 1991 with the Sculpture Park Master Plan of site locations, as outlined in II.a. of the Operating Agreement, 11/5/90.



1992 Agreement for Artistic Services for Further Design Development, Working Drawings, and Implementation of the Artwork

3

**Agreement for Artistic Services
For Further Design Development,
Working Drawings and Implementation
of the Artwork**

THIS AGREEMENT is made this 4th day of April, 1994 by and between the Edmundson Art Foundation, Inc., Des Moines Art Center, hereinafter referred to as the "Art Center" and Mary Miss hereinafter referred to as the "Artist."

WHEREAS, the Art Center is commissioning artwork for its permanent collections and allocating funds for the establishment of site specific art in public spaces adjacent to the Art Center and making payments for the design, execution, and placement of art work; and

WHEREAS, the Artist was selected by the Art Center to develop a concept plan designating in general, areas and elements to be developed for an environmental sculpture for the Art Center permanent collection (hereinafter referred to as the "Work"), and this concept has been approved through procedures duly adopted by the Board of Trustees; and

WHEREAS, the Art Center and the Artist have mutually agreed upon a site south of the Art Center, east of 45th Street, west of Park Drive and the surrounding lagoon area, as the site for the work (hereinafter the "Site") subject to approval procedures with Des Moines Art Center and City of Des Moines; and

WHEREAS, by further agreement the Artist has completed the Design Development Phase and the Art Center has approved Design Development Documentation;

WHEREAS, both parties wish the integrity and clarity of the Artist's ideas and statements in the Work to be maintained;

WHEREAS, both parties wish the Artist to proceed to preparation of working drawings, development of construction documents, and negotiation and bidding and as feasible to implementation of the Artwork;

NOW THEREFORE, the parties mutually agree as follows:

1. During the preparation of the working drawings, the Artist shall:

Page 2, Mary Miss Agreement

1.1 General

- (i) further define the form and placement of elements and landscaping,
- (ii) refine material selections
- (iii) prepare a final budget as set forth below.
- (iv) develop such documentation as the Artist in her sole discretion considers necessary to fix and describe the final character of the Work. ("Artist's Working Drawings")
- (v) prepare an updated project budget.
- (vi) present the Artist Working Drawings and updated project Budget to the Art Center for its approval. If the Artist Working Drawings are disapproved, the Artist shall be afforded an opportunity to make revisions to the Artist Working Drawings and re-submit it for approval. If disapproved, this agreement shall terminate.

1.2 Artist Working Drawings

- (i) During the development of the Artist Working Drawings, the Artist shall work with engineering or architectural consultants to be hired by the Art Center to confirm structural and dimensional criteria and to permit said consultants to certify, to the consultants' knowledge, the work's compliance with applicable statutes and ordinances as well as structural requirements.
- (ii) The Artist shall work cooperatively with the Art Center's consultants to permit said consultants to prepare Construction Documents based on the Artist's Working Drawings.
- (iii) In order to ensure that the Project conforms to the Artist's aesthetic intent, no changes from the Artist's Working Drawings may be made in the Construction Documents without the Artist's prior written approval. The Artist shall review and approve all Construction Documents to ensure conformance with the approved Proposal and Artist Working Drawings.

1.3 Construction Documents.

After consultation with the Artist, the Park and Recreation Department or the appropriate official designated by the Art Center or the Park and Recreation Department shall prepare Construction documents for site elements and elements related to general upgrading of the area. The Artist shall have the right to

Page 3, Mary Miss Agreement

review and to approve the Construction Documents in order to ensure that the site elements and elements related to general upgrading of the area conform to her specific aesthetic intent as expressed in the Working Drawings and general aesthetic intent.

1.4 Project Budgeting.

(i) The Artist together with the Park and Recreation Department and the Art Center shall prepare a final budget for the work based on estimates solicited based on the Working Drawings and Construction Documents.

(ii) The Budget shall be presented for approval of the Art Center with the submission of the Working Drawings and Construction Documents.

(iii) The Art Center may either approve the proposed Budget and the Working Drawings or alternatively in consultation with the Artist determine which elements of the Work to implement if the implementation of the entire Work would exceed the financial capabilities of the Art Center.

(iv) In the event that the Art Center wishes to redesign the Work to accommodate a revised budget, then the Artist shall be paid an additional fee based on the amount of time to redesign and the extent of the revision.

1.5 Fabrication and Construction of the Project.

(i) Prior to bidding and construction, the Artist and the Art Center will mutually decide which elements if any will be built by the General Contractor and which elements if any will be fabricated by the Artist's fabricator, and, the budget amount for each element. The Artist shall arrange for and supervise the fabrication of the elements to be fabricated by the Artist's fabricator, if any.

(ii) The Artist shall advise and consult with the Art Center and the person or persons designated from time to time as the project coordinator, during the construction and installation phase.

(iii) Since the Artist does not have direct control over construction costs, such as labor, material, insurance and related overhead items, Artist cannot guarantee, or be responsible

Page 4, Mary Miss Agreement

for, the total cost of construction. Artist shall endeavor to provide accurate cost estimates and effective cost control to the best of Artist's ability, but payment of Artist's fee is not predicated upon the accuracy of the subject estimates. However, the Artist will redesign the Artwork, without any increase in the Artist's fee calculated under Article 3, after fabrication and installation bids are received, if necessary, to come within the approved budget.

(iv) The Artist shall visit the Site at intervals approved by the Art Center and appropriate to the state of construction to become generally familiar with the process and quality of the Project completed and to determine in general if the Project is being performed in a manner indicating that the Project when completed will be in accordance with the Proposal and the Working Drawings.

2. SCOPE OF ART CENTER'S RESPONSIBILITIES.

(2.1) The Art Center shall:

(i) Contract with Architect, landscape Architect and other consultants to assist Artist in carrying out further design development and to prepare Construction Documents. Unless otherwise indicated, these services shall be performed by licensed professional consultants who shall affix their seals on the appropriate documentation. The Artist shall have no liability for the components of the Project, if any, designed by the Art Center's consultants. The Art Center's consultants will be responsible for securing all applicable permits, licenses and government approvals required in connection with the installation of the Project. The fees of such consultants shall be included in the Project budget.

(ii) Advise on changes or modifications in design which may be required because of engineering or environmental considerations or because of health, safety, welfare or engineering codes and standards of the Art Center during the Design Proposal and Design Development Phases.

Page 5, Mary Miss Agreement

(iii) Arrange for the landscape architect, and relevant other consultants to consult with the Artist and provide such technical information and support services as are necessary to permit the Artist to carry out Further Design Development including such information as is relevant to preparation of a final budget. Specifically, Parks Department and the Staff of the Art Center shall assist Artist in identifying budget elements devoted to the Work and budget elements devoted to the Site and the costs of general upgrading of the area.

(iv) Designate a project coordinator (which designation may be changed from time to time) who will represent the Art Center in coordinating all work with the Artist and the City of Des Moines. The costs of the project coordinator(s) are not a part of the project budget.

(v) Pay directly on submission of invoice, fabrication costs, if any, consistent with section 1.5 (i).

(vi) Prepare the Site and construction and install the Project in accordance with the Working Drawings.

(vii) Pay all costs and expenses in connection with the above responsibilities.

(viii) Develop in consultation with Artist and The Science Center of Iowa signage and didactic material.

3. **Payment Schedule.** The Art Center shall pay to the Artist for her services in connection with this agreement fee of the hundred twenty five thousand (\$125,000). Such fee shall be payable in the following installments, each installment to be provided prior to due date:

(i) Twenty Thousand (\$20,000) on signing the agreement,

(ii) Thirty Thousand (\$30,000) on submission of the Artist's Working Drawings,

(iii) Ten Thousand (\$10,000) following completion and approval of Construction Documents,

(iv) Twenty Thousand (\$20,000) on completion of construction negotiation and bidding,

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(v) Ten Thousand (\$10,000) when Artist determines project is 25% complete,

(vi) Ten Thousand (\$10,000) when Artist determines project is 50% complete,

(vii) Twenty-Five Thousand (\$25,000) when the project is completed and accepted.

In Addition, the Art Center shall reimburse the Artist on submission of invoice for the following costs and expenses incurred in furtherance of the Work:

(viii) Travel costs, including, air fare to and from Iowa,

(ix) presentation models and other models and renderings requested by the Art Center,

(x) reproductions,

(xi) postage and handling of Drawings and Specifications.

Such expenses shall be in addition to the Artist's Design fee and shall not exceed Ten Thousand Dollars (\$10,000) without the prior written approval of the Art Center.

4. **Artist Warranties.** The Artist warrants that the Work is unique and original and does not infringe upon any copyright; that the Work, or a duplicate thereof, has not been accepted for sale elsewhere; and the Work is free and clear of any source whatever.

5. **Reproduction Rights.** The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq., and all other rights in and to the Work except as such rights may be modified by further agreement. If the working drawings are not approved, the Art Center agrees that it will not use the original ideas proposed in the Design Development Documents.

6. **Term.** The Artist shall commence the work contemplated by this agreement upon the execution of this Agreement and mutually agree upon a schedule for the work. This date may be changed by mutual agreement of the parties or if circumstances beyond the Artist's control prevent performance in a timely manner.

Page 7, Mary Miss Agreement

The parties will mutually agree upon a time table for payments and amendments to agreement prior to commencement of the implementation phase of the project. Such further agreement will be provided in more detail at acceptance of the parties with respect to installation and provide for such installation and other requests.

8. **Title and Ownership** - Upon completion of the Project and upon final payment to the Artist by the ART CENTER, title to the Project shall pass to the ART CENTER.

8.1 The Artist shall own all studies, drawings, designs, models and photographs produced by the Artist pursuant to this Agreement.

8.2 Alteration of the Work or of the Site.

(i) Art Center agrees that it will not intentionally damage, alter, relocate, modify or change the Work without the prior written approval of the Artist.

(ii) Art Center shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Work and shall consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Work.

8.3 Moral Right. Art Center will not use the Work in any manner which would reflect discredit on the Artist's name or reputation as an Artist or which would violate the spirit of the Work.

8.4 Surviving Covenants. The covenants and obligations set forth in this Article shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferee and all their successors in interest, and Art Center's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of the Artist. However, the obligation imposed upon the Center by sections 9.3 (1) shall terminate on the death of the Artist. Art Center shall give any subsequent owner of the Work notice in writing and of the covenants herein, and shall cause each such owner to be bound thereby.

Page 8, Mary Miss Agreement

8.7 Additional Rights and Remedies. Nothing contained in this Article 9 shall be construed as a limitation on such other rights and remedies available to the Artist under the Visual Arts Rights Act of 1990 or under any other law which may now or in the future be applicable.

9. ARTIST'S RIGHTS

9.1 Signage. ART CENTER agrees to use its best efforts to incorporate the Artist's rights in this Article as a condition of any transfer of the Project. The Artist retains the right to disapprove any transfer which fails to incorporate the Artist's rights of this Article. The Artist's name, copyright notice, title, and date of the Project are to be displayed near or on the Project at all times in a mutually acceptable location.

9.2 Maintenance. ART CENTER recognized that maintenance of the Project on a regular basis is essential to the integrity of the Project. ART CENTER shall reasonably assure that the Project is properly maintained and protected; taking into account any instructions provided by the Artist, and shall reasonably protect and maintain the Project against the ravages of time, vandalism and the elements.

9.3 Repairs and Restoration.

(i) ART CENTER shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Project will be made. During the Artist's lifetime, the Artist shall have the right to approve all repairs and restorations, provided, however, that the Artist shall be paid a reasonable fee for any such services, provided that the ART CENTER and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services.

Page 9, Mary Miss Agreement

10. TERMINATION OF THE CONTRACT

If either party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulation material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of it's intent to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate. In the event of default by ART CENTER, ART CENTER shall promptly compensate Artist for all services performed by the Artist prior to termination. In the event of a substantial and material default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at ART CENTER's option become it's property provided that no right to fabricate or execute Project shall pass to ART CENTER. Notwithstanding the foregoing, the Artist and ART CENTER shall not be relieved of liability to the other for damages sustained either by virtue of any breach of this agreement and ART CENTER may reasonably withhold payments to the Artist until such time as the exact amount of such damages due ART CENTER from the Artist is determined. Failure to fulfill contractual obligation due to conditions beyond either party's reasonable control should not be considered a breach of contract, provided that such obligations shall be suspended only during the duration of such conditions.

11. INDEMNITY

Upon transfer of title of the Project, ART CENTER shall indemnify and hold harmless the Artist against any and all claims or liabilities then existing or arising thereafter in connection with the Site, the Project of this Agreement, except claims by ART CENTER against the Artist and claims which may occur as a result of the Artist's breach of the warranties provided in Article 6.

Page 10, Mary Miss Agreement

12. ENTIRE AGREEMENT

Except as otherwise provided herein, this writing embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

13. NO COPARTNERSHIP, JOINT VENTURE OR AGENCY - It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of copartners, joint venturers, or agents between ART CENTER and Artist or in any of Artist's assignees, delegates, subcontractors, or Project Directors, or as constituting any of them the general representative of ART CENTER for any purpose except as specifically authorized by separate prior written approval of ART CENTER.

14. WAIVER - waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

15. COOPERATION OF CITY - The parties acknowledge that the performance of certain aspects of this agreement requires the cooperation of the Parks and Recreation Department or other units of the government of the City of Des Moines. The failure of the City of Des Moines to perform as contemplated by this agreement shall not be deemed a breach of either party of this contract but may constitute an event causing a failure to fulfill the contractual obligations beyond either party's control. The Artist acknowledges this agreement is subject to the terms of the 28E agreement between the City and the Art Center, a copy of which agreement has been supplied to the Artist prior to the execution of this agreement. The terms of this agreement are subject to the terms of the 28E agreement which shall take precedence over conflicting terms, if any, in this agreement.

Page 11, Mary Miss Agreement

16. **HEIRS AND ASSIGNS** - This Agreement shall be binding upon and shall inure to the benefit of ART CENTER and the Artist and their respective heirs, personal representatives, successors, and permitted assigns.

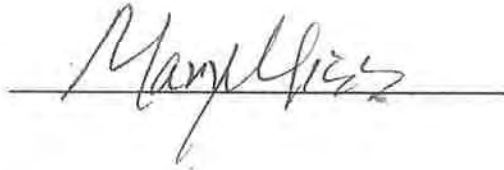
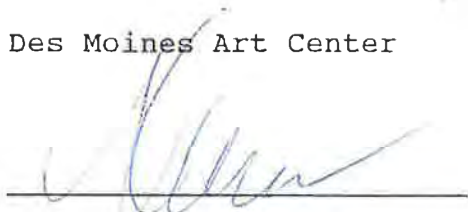
17. The members of the Board of Directors of the ART CENTER FOUNDATION shall have no personal liability for the performance of the terms of this agreement.

18. **MODIFICATION** - No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of ART CENTER,

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

Des Moines Art Center

Artist



12/93



1992 Agreement for Artistic Services for the Design Development Phase of the Work

2

AGREEMENT FOR ARTISTIC SERVICES
FOR THE DESIGN DEVELOPMENT PHASE OF THE WORK

COPY

THIS AGREEMENT is made this 15th day of September, 1992 by and between the Edmundson Art Foundation, Inc., Des Moines Art Center, hereinafter referred to as the "Art Center" and Mary Miss hereinafter referred to as the "Artist."

WHEREAS, the Art Center is commissioning artwork for its permanent collections and allocating funds for the establishment of site specific art in public spaces adjacent to the Art Center and making payments for the design, execution, and placement of art work; and

WHEREAS the Art Center has allocated funds for the design process to commission artwork; and

WHEREAS the Artist was selected by the Art Center to develop a concept plan designating in general, areas and elements to be developed for an environmental sculpture for the Art Center permanent collection (hereinafter referred to as the "Work"), and this concept has been approved through procedures duly adopted by the Board of Trustees; and

WHEREAS, the parties wish the Artist to provide Design Development services during a Design Development Phase; and

WHEREAS, the Art Center and the Artist have mutually agreed upon a site south of the Art Center, east of 45th Street, west of Park Drive and surrounding the lagoon area, as the site for the Work (hereafter the "Site"); and

WHEREAS, both parties wish the integrity and clarity of the Artist's ideas and statements in the Work to be maintained;

NOW THEREFORE, the parties mutually agree as follows:

1. During the Design Development Phase, the Artist shall:

(i) further define the form and placement of elements and landscaping, and provide site plan and elevations for the work of art to provide a practical review of the functional uses of spaces proposed.

(ii) provide material selections

(iii) prepare a preliminary budget

Page 2, Agreement, Design Development Phase, Mary Miss

(iv) develop such documentation as the Artist in her sole discretion considers necessary to fix and describe the character of the Work ("Design Development Documentation")

(v) present the Design Development Documentation to the Art Center for its approval. If the Design Development Documentation is disapproved, the Artist shall be afforded an opportunity to make revisions to the Design Development Documentation and resubmit it for approval. If disapproved, this agreement shall terminate.

2. During the Design Development Phase, the Art Center shall:

(i) arrange for the landscape architect, and relevant other consultants to consult with the Artist and provide such technical information and support services as are necessary to permit the Artist to carry out Design Development including such information as is relevant to preparation of a budget. Specifically, the staff of the Art Center shall assist Artist in identifying budget elements devoted to the Work and budget elements devoted to the site and the costs of general upgrading of the area.

3. Payment Schedule. The Art Center shall pay to the Artist a Design Development fee of Twenty Thousand Dollars (\$20,000.00) for the Design Development Phase. Such fee shall be payable in the following installments, each installment to represent full and final non refundable payment for all services provided prior to due date:

(i) Ten Thousand (\$10,000.00) on signing the Agreement,
(ii) Ten Thousand (\$10,000.00) on submission of the Design Development Documents.

In addition, the Art Center shall reimburse the Artist on submission of invoice for the following costs and expenses incurred in furtherance of the Work:

(a) Travel costs, including, air fare to and from Iowa,

Page 3, Agreement, Design Development Phase, Mary Miss

(b) presentation models and other models and renderings requested by the Art Center,
(c) reproductions,
(d) postage and handling of Drawings and Specifications.

Such expenses shall be in addition to the Artist's Design fee and shall not exceed Six Thousand Dollars (\$6,000.00) without the prior written approval of the Art Center.

4. Artist Warranties. The Artist warrants that the Work is unique and original and does not infringe upon any copyright; that the Work, or a duplicate thereof, has not been accepted for sale elsewhere; and the Work is free and clear of any liens from any source whatever.

5. Reproduction Rights. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. Secs. 101 et seq., and all other rights in and to the Work except as such rights may be modified by further agreement. If the Design Development Documents are not approved, the Art Center agrees that it will not use the ideas proposed in the Design Development Documents.

6. Ownership and Use of Documents. Any and all sketches, drawings, tracings, computations, details, models/maquette and other materials prepared by the Artist shall be the property of the Artist whether or not the Work is approved or not. The Artist shall convey to the Art Center one drawing or maquette for archival and/or exhibition purposes. Possession of the maquette or model shall not convey to the Art Center any right to use the model other than for exhibition or archival purposes without the prior written approval of the Artist.

7. Term. The Artist shall commence the Design Development Phase upon the execution of this Agreement and shall present and submit the Design Development Documents within 90 days. This date may be changed by mutual agreement of the parties or if circumstances beyond the Artist's control prevent performance in a timely manner.

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8. Further Agreement. If the Design Development Documents are approved, the Art Center shall enter into a further agreement with the Artist to provide for the Artist's services during construction and installation of the Work.

The Artist agrees that in the event the Art Center enters into a future agreement for the construction and installation of the Work, said construction and installation shall be subject to the terms and conditions of the Operating Agreement with the City of Des Moines, dated November 5, 1990, a copy of which agreement has been provided to the artist.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

Des Moines Art Center:

Artist:



M. Jessica Rowe
Associate Director



Mary Miss

9/92

9.29.92
Original to be off



2004 Condition Report

Des Moines Art Center

Des Moines Art Center
4700 Grand Avenue
Des Moines, Iowa 50312

Condition Report August 2004

Mary Miss Sculpture - Greenwood Park

Draft

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General Observations

The sculpture has been in existence for approximately 8 years, this is based on field visit observations letter by Stephan Knowles of Herbert Lewis Kruse Blunck in response to the contractor Christensen Corporation. The photographic evidence of the structure date to October of 1997, the majority of the pictures document the vandalism that has occurred to the structure. Due to its secluded location, vandalism is one of three forces behind its steady decline; the other two are "mother nature", the weather and some structural challenges of the material and its association with the water. Some items of troubling interest are:

- The manner and frequency the walk way was fastened to the sub-structure. There aren't enough fastenings to adequately hold the natural warp of the treated yellow pine lumber.
 - The obvious settling of structural elements within the sculpture itself, recessed walkway, peers at both the east and west ends of the boardwalk, the elevated bridge walkway adjoining the viewing pavilion and the ramp leading to and coming off of the metal bridge to the northwest.
 - The runoff of rain water into the pond when there is an event causing flooding to the recessed walkway.
 - The vegetation and its continual movement within the pond exacerbate the flooding of the recessed walkway.
 - The growth, in mid-summer, of algae and green slime that block the spillway and cause flooding to the recessed walkway.
 - The cantilever elements of the walkway, anchored into concrete and held by a wooden beam at one end, which is continually exposed to the elements and in time will fail.
-

- No protective finish has been applied to the wood structure on an annual basis to extend its limited life.
- The one way entry to the park makes an easy escape path for vandals.
- Insufficient light during night time hours.
- Park should have gated and closed access after sundown.

These items are apparent to the author and may be addressed some time in the future, however it should be recognized that this sculpture was may not designed to stand the test of time or nature. Due to the materials, structure and continuous exposure to water its life is limited. There are alternatives to its continual demise, to reconstruct and modify (with the artists input) the materials that are presently used. It should be noted that the artists intent was to take a dilapidated urban blight and make a beautiful connection with nature, she has and it is, however to insure its survival in a like new condition, time and money are needed.

This habitual practice extends beyond exterior sculpture, but in all elements of construction throughout the industry. An idea is conceived, an issue is raised, parties are rallied and money is raised and the idea is brought to physical fruition. Congratulations are extended, participants are praised, and the ribbon is cut but there may not be a plan in place to provide for its care. Mary Miss does have an agreement between the Art Center and the City of Des Moines for the upkeep and maintenance of the area, but money has not been specifically designated for the repairs needed. This is a much larger issue which pervades all business and industry today, the unattractive work of "maintenance". A lesson can be learned from this, going forward and presumably by the artist requests, endowments should be required for all exterior sculpture to be maintained and preserved, by implementing this step provides a means to maintaining the works.

Present

The week of August 2, 2004 there were heavy rains within the Des Moines Area (1"-2"); the impact of the runoff left the pond 8" above its normal level. This was evidenced by the debris trail left on the steps of the observation tower. That week, due to normal staff vacations I drew duty to monitor and maintain the spillway, perform any repairs and clean out the bench in the below water seating area, this upkeep took a great deal of time. Twice each day I made trips to the pond to review water levels, clean out the spillway from debris and make any repairs. It was not until Friday of that week that the water level was low enough to thoroughly clean the underwater seating area enough to allow people to use it. All week even though the spillway was running, water continued to seep over the south end of the concrete seating area. The north end of the bay was up out of the water, indicating a definite settling of the structure, by up to 2". Unless the pond remains calm, and the runoff is ceased, this area will flood. When the water levels rise, pond scum and debris float into the structure and remain on the floor until it is removed.

I discovered after such an event a minimum of 10 hours are required to put the structure back into operation. This is if no damage has occurred.

In addition, the rain event removed an aesthetic element that covered the pilings on the west side of the pond. This structure was found floating and it required 4 adult males to maneuver it to the lower dock and lift it out of the water. Because of its size (12'-0") and the absorption of water it was all the men could do to remove it from the site. Its replacement is now being scheduled and will occur in the near future. This repair will require a boat to be used, as the repair must be made from the water. In addition a special fastening device to hold the wood blocking to the steel piles (which was not used in the original installation) will be used to secure the structure to the piles. Previous installation was completed with intermittent blocking (one per 10'-0" panel), to hold the panel in place. This has proven insufficient, with the rest of the panels needing to be modified in the near future.

Future

What are the solutions to our commitment to the sculpture, the park and the public? How do we adequately maintain this structure with our limited budget and balance its needs with 90,000 square foot of structure (museum)? What are the real needs of the sculpture; at what level should it be maintained? Did or does Mary Miss have any suggestions, would she like the wood treated, do any and all maintenance modifications need to be approved in writing by her? Do we develop a sinking fund to build annually to care for the upkeep and eventual replacement of large pieces of the work?

Next Steps

At this point I believe it is time to form a committee / task force to make some decisions concerning the on-going maintenance, up keep and preventative methods we use to preserve the sculpture. I am comfortable with making these decisions, but feel due to the sensitivity of the project it would be a good idea to have partners in this process.

Budget Projections (Annually)

1. Human Resources
 - a. .5 FTE (full time equivalent) to commit to the continual care for 7 months out of the year – \$15,000
2. Construction and materials
 - a. Material to begin to annually replace a portion of the upper decking and any rotten substructure that may exist- \$18,000
 - b. Planned Projects such as raising and realignment of the north walkway, leveling of deck to lower seating area, etc - \$5,000

- c. Annual Preventative Maintenance- cleaning and waterproofing of the walkway and handrails, this must occur either in late fall or early spring as the chemicals may inhibit foliage growth- \$2,500
- d. Redesign of spillway to enable the un-obstructive flow of debris down the drain. May require a hydrologist design to remedy- \$2,200
- e. Modification of spillway from redesign- \$1,000
- f. Reapplication of additional gravel around pond walkway \$800
- g. Structural investigation of sinking of below water seating bench – long range planning.

Sub Total of Items

Human Resources	\$15,000
Material and Construction	\$24,800
Design and Engineering Fees	\$2,200
Preventative Maintenance	<u>\$2,500</u>
<u>Total for annual costs</u>	<u>\$44,500</u>

One solution to the economic dilemma of Mary Miss may be to look for a corporate sponsor to provide an endowment for the sculpture. These funds would be used for some immediate need, but the bulk would be left to grow and support the sculpture long into the future. In consideration of their gift the pond would be named for them, such as “The Wells Fargo Double Site”. Granted this may be a bit commercial, but may be the best alternative to liberate this challenge from our cash flow.

Pictures



Missing horizontal wooden skirting was found floating in the pond was retrieved and will be attached the week of 8/16/04. This was held on by a limited number of nails, a few on each side. This structure weighs in excess of 300#, the manner and number of fasteners was insufficient to support its own weight. This is indicative of the type of workmanship and quality control that was employed in the building of this project.





Buildup of scum and loose floating plant life (see lower left of picture), plug the spillway and cause the flooding of the lower seating area (see below).

Also in the picture below, note the water level in the foreground and the level of the water to the back of the seating area. The concrete structure is settling at the south end (farthest away from this picture) which causes the area to flood and take on a great deal of moss and debris. This requires numerous hours to clean and maintain.



Note the water is running over the south end of the seating area in the picture below and is 3" above the water in the picture above (north end of seating area).



View the walkway in the center of the picture with the picket hand railing attached to it, note after the 4th vertical post the dock is settling. This condition exists in numerous locations around the structure.





2011 Inventory and
Rehabilitation Plan
Mary Miss,
*Greenwood Pond:
Double Site*

18

MARY MISS
Greenwood Pond Double Site
Inventory and Rehabilitation Plan

MARY MISS

Greenwood Pond Double Site

Inventory and Rehabilitation Plan

An analysis and recommendation for the rehabilitation of
the Wetland Discovery Site at Greenwood Park.

Prepared for
The Des Moines Art Center

Prepared by
Confluence Inc
Charles Saul Engineering Inc

Fall 2011

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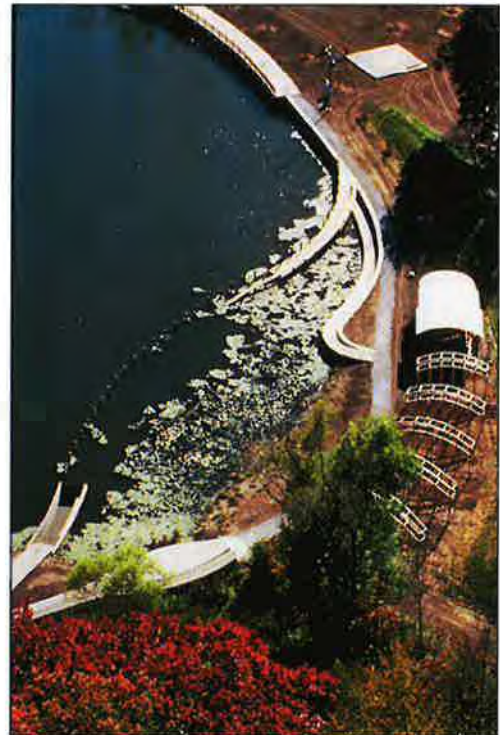
EXECUTIVE SUMMARY

The Mary Miss Double Site Project, at Greenwood Pond in Des Moines, Iowa, has been exposed to the elements for the last 16 years and Mother Nature has taken its toll. Due to the unsafe condition to numerous areas of the sculpture, The Des Moines Art Center retained Confluence to evaluate the existing conditions, establish a listing of priority projects, improve on critical structural details, and recommend a new material option to potentially replace the original Southern Yellow Pine material.

After studying the site, 7 priority projects emerged as a focus for this report. (See page 21 for a listing) The respective projects are scattered around the sculpture, in random locations, but all share the same relationship: water level and their contact with it. From new structural piers and better water level control to more rigorous connecting details and a material change, these projects intend to address the public's safety and respect the integrity of the art piece.

Addressing these priority projects in total requires an investment of \$375,000, in 2011 dollars, to replace the worn out wood with the same species of wood, Southern Yellow Pine. For an additional \$53,000, an ipe or cumaru wood decking could be installed and would last twice as long as the original wood.

Every day that passes without addressing these safety concerns puts continued risk on the Art Center and we would recommend beginning to address the priority projects in a phased approach, as soon as possible.



GOALS AND OBJECTIVES

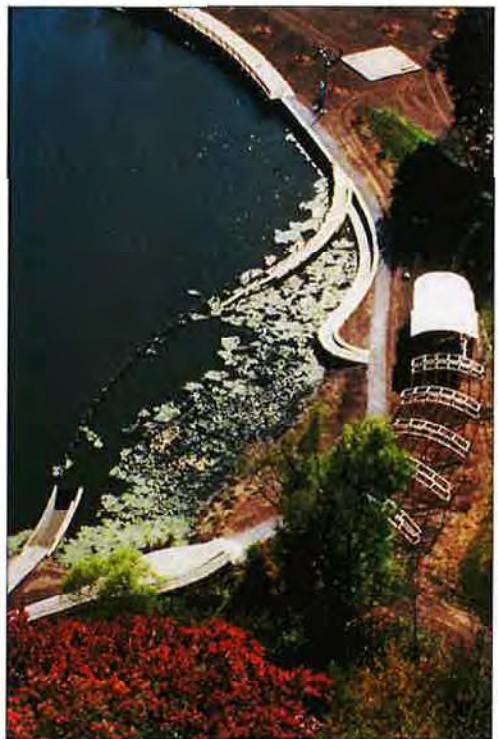
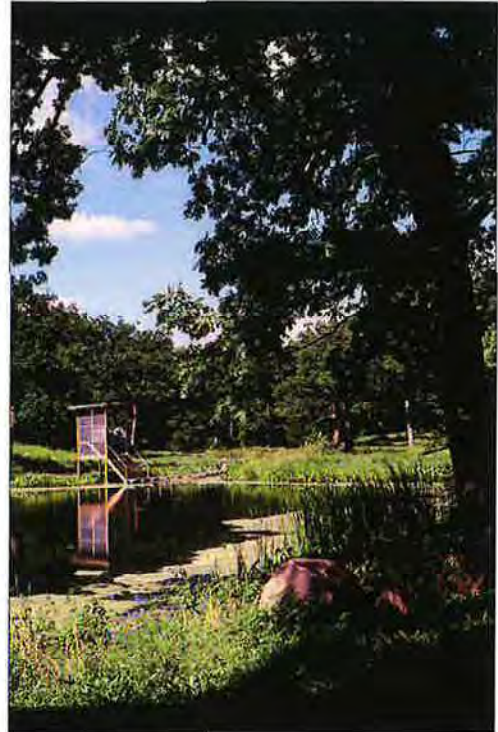
The following goals and objectives of the master plan are to serve as guiding principles for the Mary Miss Double Site Rehabilitation Plan:

1. Create an understanding of the original design intent Mary Miss, the artist, has for the Wetland Discovery Project,
2. Document existing conditions of the site, showing current safety hazards and infrastructure degradation,
3. Prepare a strategy plan showing alternatives and recommendations for executing the reconstruction of the art piece in a sustainable and durable manner, and
4. Illustrate phasing scenarios as funds become available for the reconstruction of the art piece.

ARTIST'S VISION

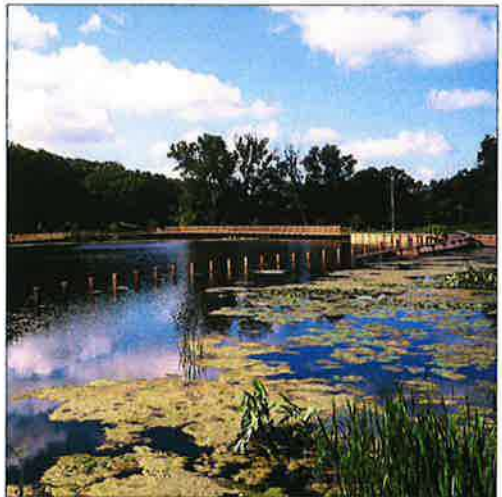
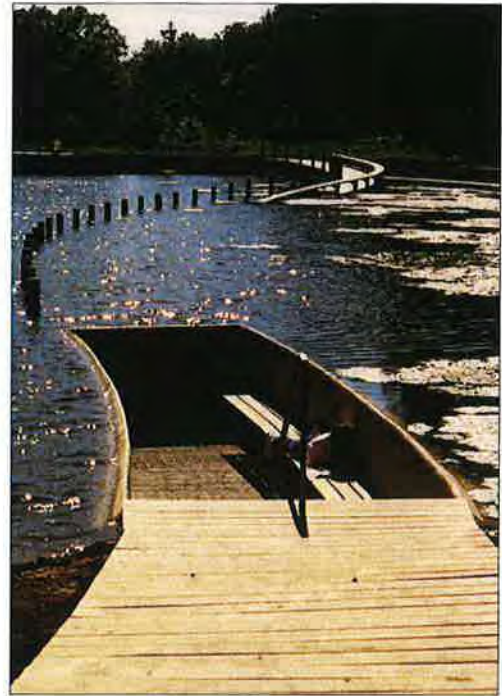
"Initiated by the Des Moines Art Center as one of a series of artist installations in the Museum park, the project was developed over a seven year period. Given the number of organizations interested in the park, I decided to collaborate with various local groups to make a place which would operate on several levels: a site which could be layered onto another site and which would have multiple readings. The importance of the park to the immediate neighborhood is made apparent by invoking and building upon layers of associations and memories which have collected over time. Walking around the pond, shifting between overviews and cut-outs within the water surface, the individual visitor is able to trace an intimate view of the place while putting together a new understanding of how it operates visually and physically. Additionally, the makeup and processes of a Midwestern wetlands become clearer as one understands their role in the immediate environment.

Paths lead the viewer to multiple ways of seeing this place. A walkway overhanging the edge of the pond makes it possible to move out over the water. Proceeding around the water's edge a ramp disappears into the water after getting the visitor down to the level of the pond. The line of this ramp extends in a long arc across the pond marked first by wood pilings and then by a concrete-lined trough cut into the water. Adjacent to this arc, on the land the walkway continues around the edge of the pond past a series of structures, including a pavilion, a mound and a curving wood trellis to form the other side of the ellipse. A large leaf shaped space is outlined by these structures affirming and making palpable the connection between the land and water. The covered pavilion with a seating area inside is built up against the curving mound, which rises almost to the height of the pavilion and seems to wrap it into the landscape. Continuing around the edge of the pond a small bridge pavilion allows the viewer to descend to the water once again in an area filled with water lilies. Proceeding further there is an entrance down into a concrete trough where one is able to sit at eye level



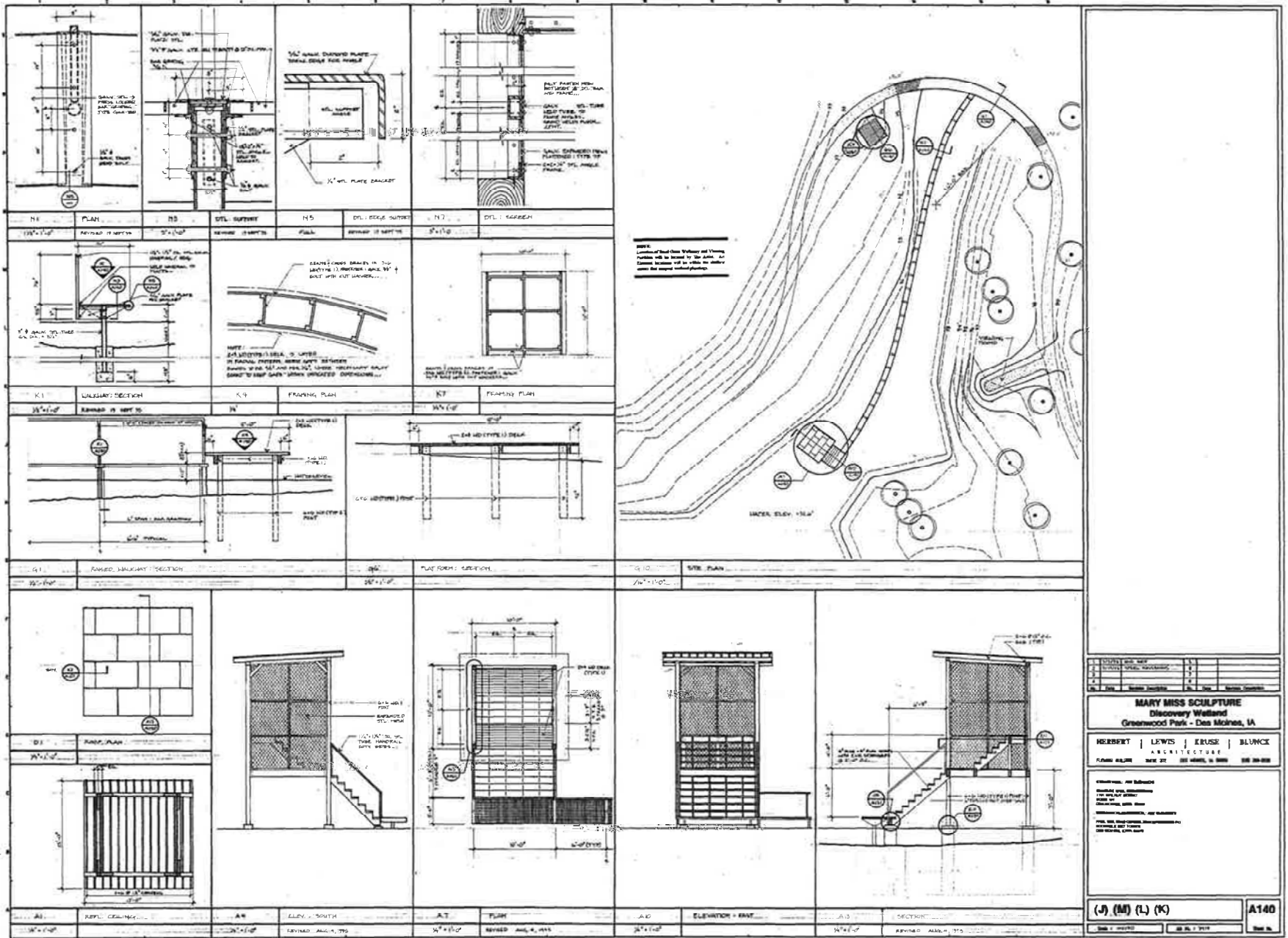
with the surface of the water; having been kept to the edge, at a distance, the visitor is able to actually enter the pond. One feels the protection of the concrete walls holding back the pressure of the surrounding water. Above the trough, on the other side of the path, is a series of stone terraces, on a hillside filled with prairie grass. Movement is key to the experience of the project; the visitor constructs an understanding of the site through the experience the multiple elements and the relationship created between them."

-Collaboration with Founders Garden Club, Des Moines Parks Department and Des Moines Science Center

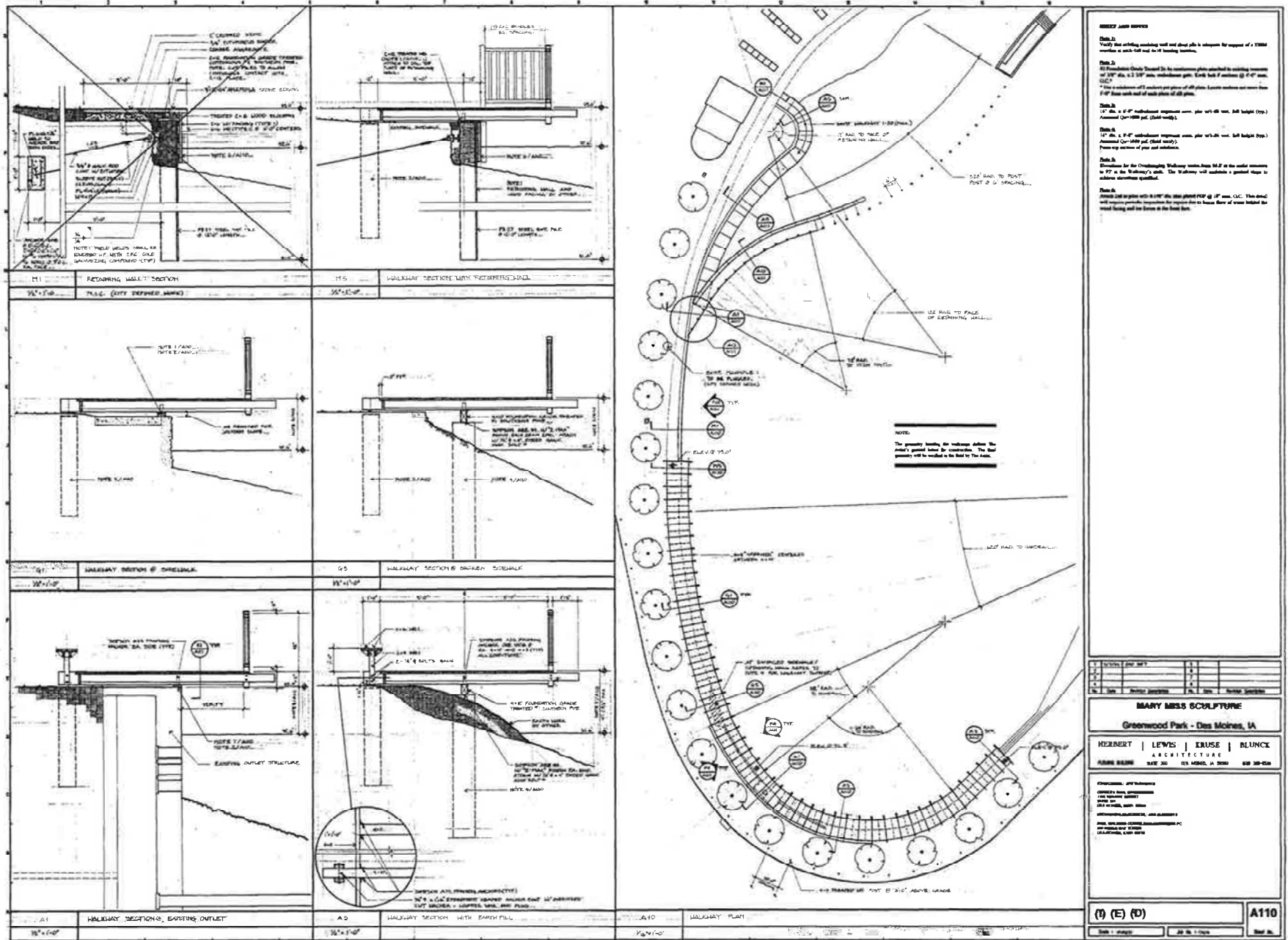


ORIGINAL PLANS + DETAILS

Original construction drawings provided by the Des Moines Art Center were developed by Mary Miss and HLKB Architecture in 1995. All pages of the original construction document set can be found the Appendix section of this report. These original drawings serve as the basis of our recommendations for reconstruction. Actual as-built field conditions may vary from what is shown.



Mary Miss Double Site: Inventory and Rehabilitation Plan

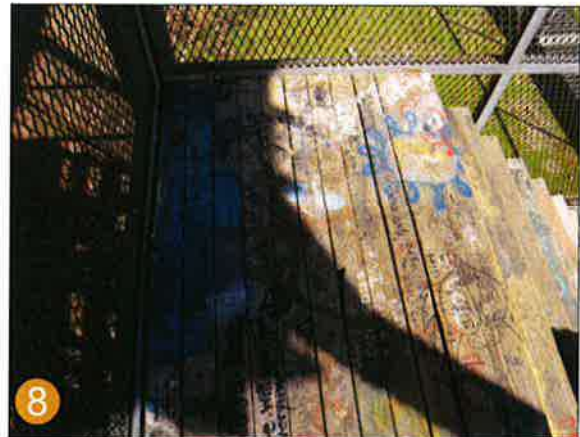


Mary Miss Double Site: Inventory and Rehabilitation Plan

EXISTING CONDITIONS

It has been nearly 16 years from the original construction of the Mary Miss Greenwood Park installation. While the weathered wood is beautiful and keeps with the artist's initial vision, the natural weathering process has begun to take its toll on some of the original construction details. Below is a map identifying locations throughout the installation with pictures showing areas the need to be addressed with future maintenance projects.







PRIORITIES

Areas for reconstruction and rehabilitation were evaluated and prioritized based on the health, safety, and welfare of park users. Below is a key map of the seven maintenance projects identified and prioritized by the design team. New construction methods and cost opinion information are provided for each of the individual projects below.

PROJECT 1: Weir Reconstruction

PROJECT 2: Low Walkway Reconstruction

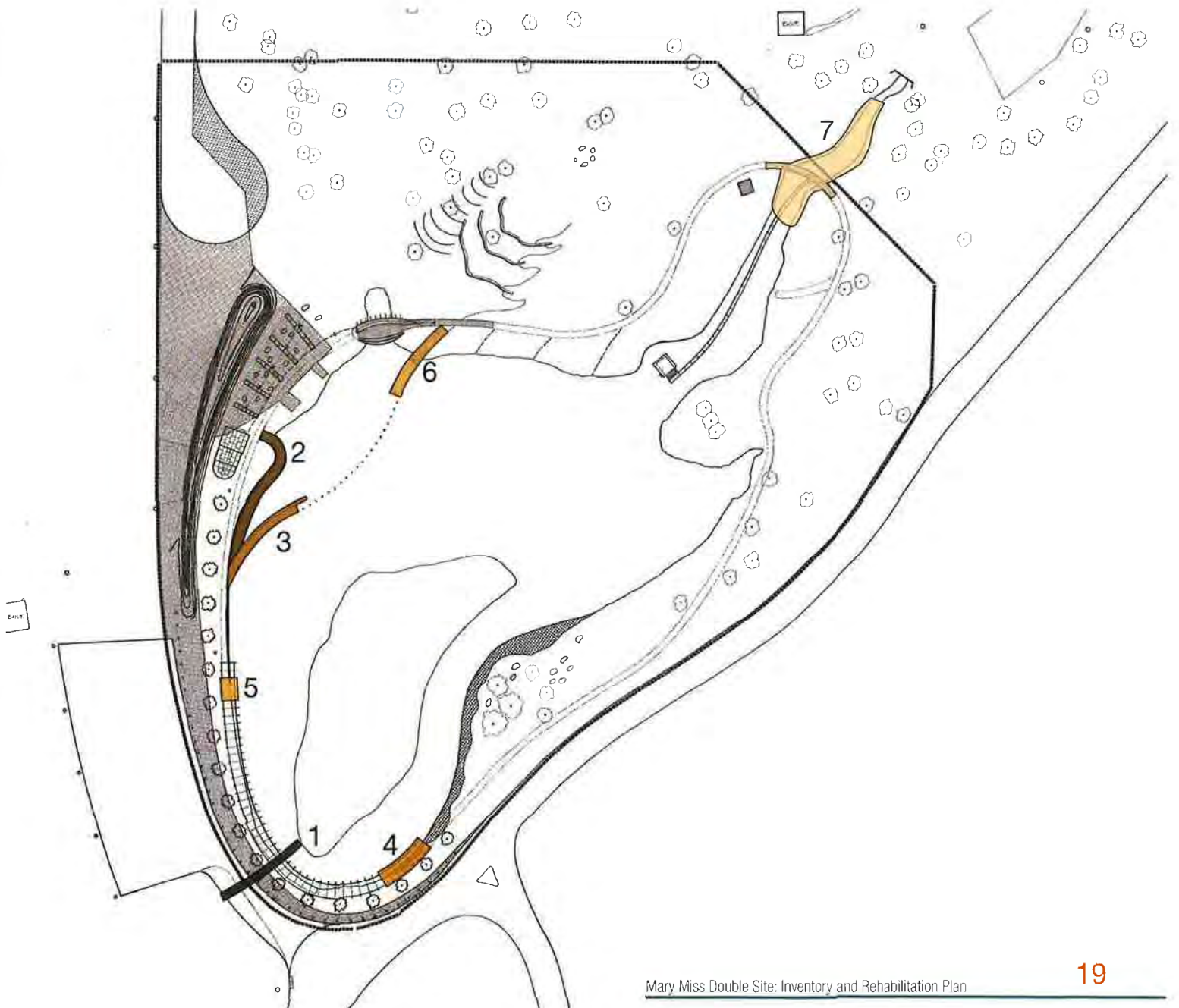
PROJECT 3: Submerged Boardwalk Reconstruction

PROJECT 4: Overhang Wood Walkway Pier Reconstruction.

PROJECT 5: Overhang Wood Walkway Beam Replacement

PROJECT 6: Submerged Walkway Reconstruction

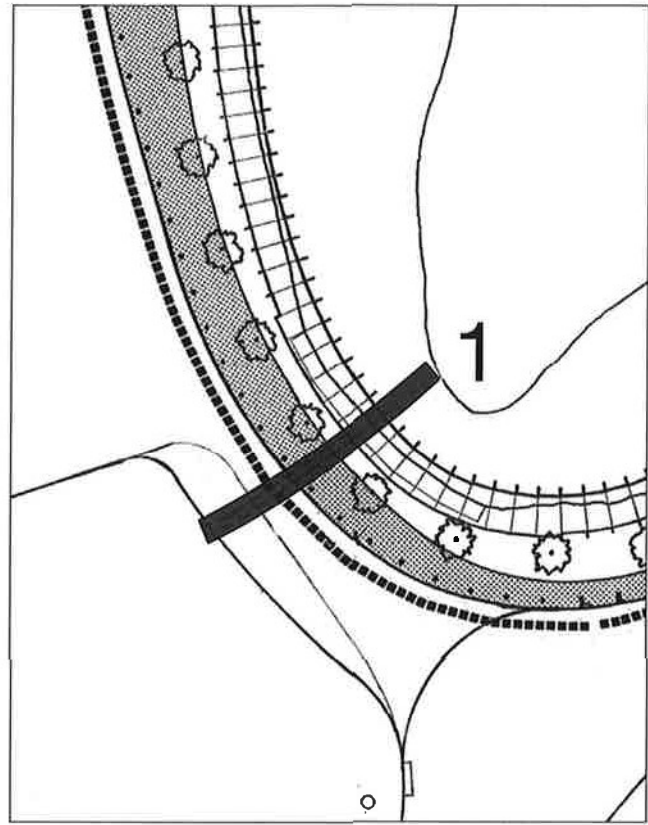
PROJECT 7: Elevated Wood Walkway Reconstruction and Grading



PROJECT 1: WEIR RECONSTRUCTION

Estimated Cost:

Currently the existing water outlet structure for the pond is inoperable. It is recommended the outlet structure be reconstructed in a way to allow for the pool elevation during winter months to be lowered 12" to elevation 91.6' to help minimize ice action on wooden walkways and piers. This project, while not necessarily a safety issue for park users, was selected to be the first project simply as a preventative measure to minimize damage to any future improvements made. Water levels should be restored to normal pool elevation of 92.6' in the spring.

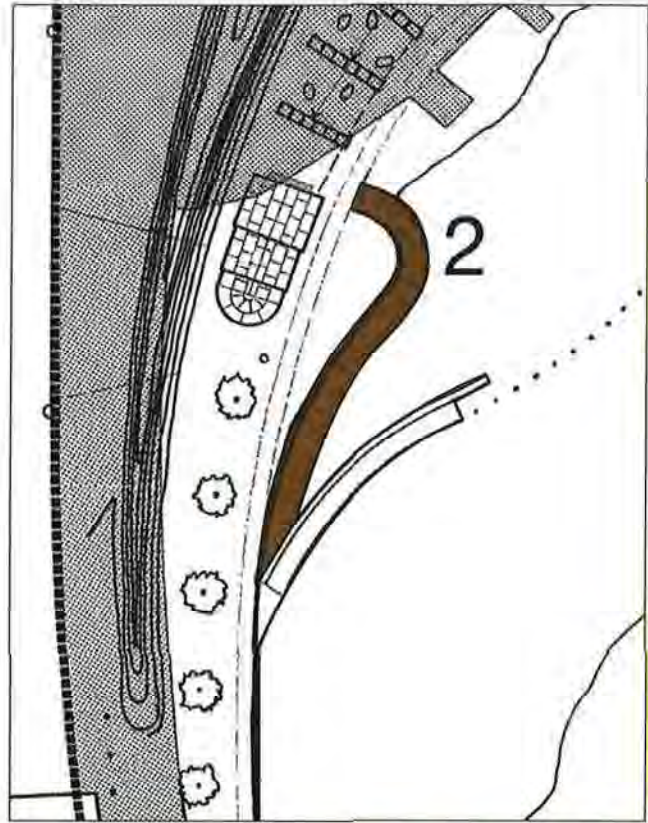


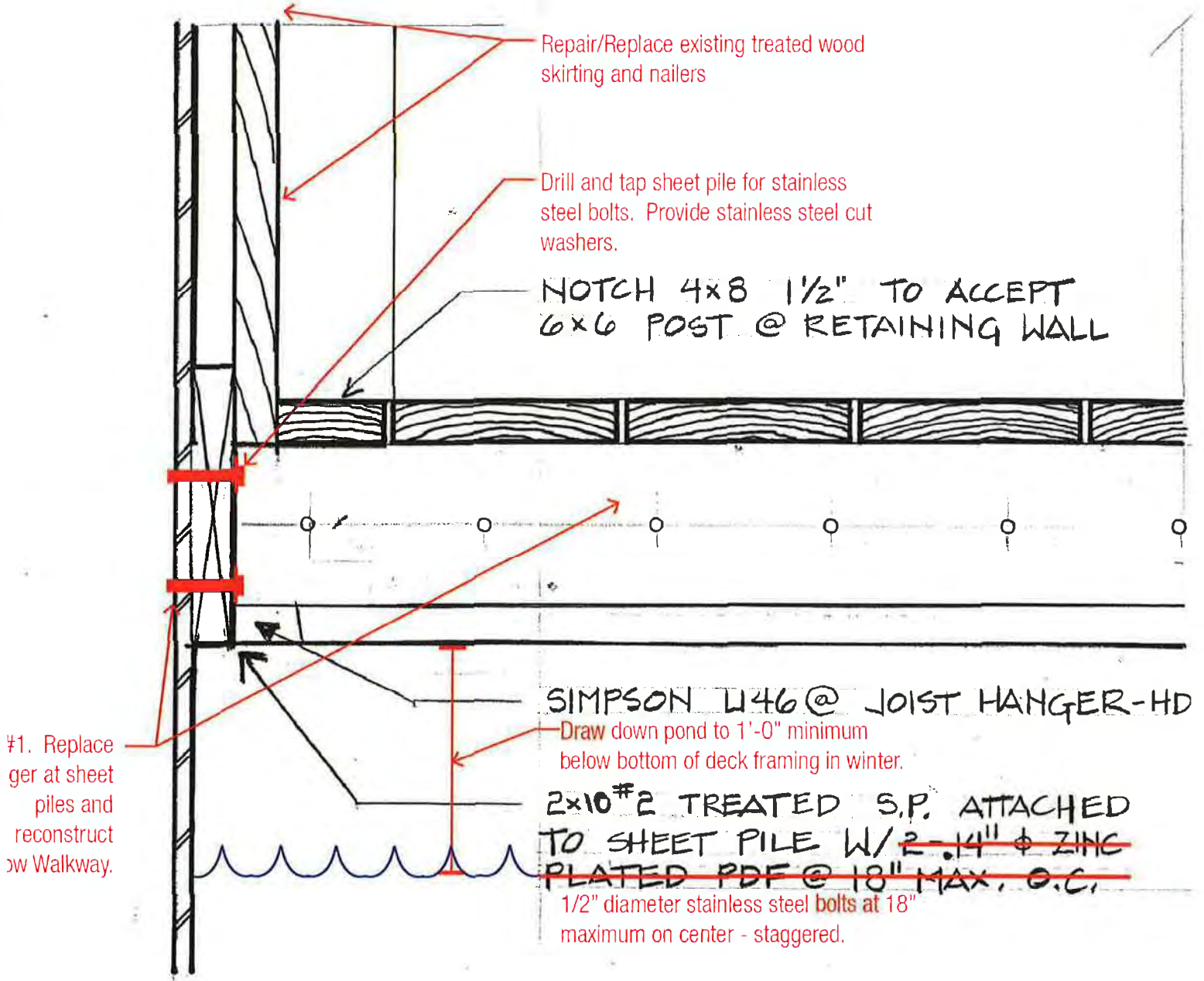
PROJECT 2: LOW WALKWAY RECONSTRUCTION

Estimated Cost: \$67,000

The walkway currently is about 3" from the normal pool elevation making it susceptible to ice action during winter months. Lowering the water elevation by 12" in the winter time is essential in preserving the longevity of the lowered walkway.

Following the correction of the outlet structure, it is recommended that the zinc coated fasteners which attach the boardwalk to the sheet piling be replaced with stainless steel fasteners. In addition to replacing the fasteners, the boardwalk should be completely reconstructed. The wood skirting that covers the sheet piling should also be repaired and replaced as needed.

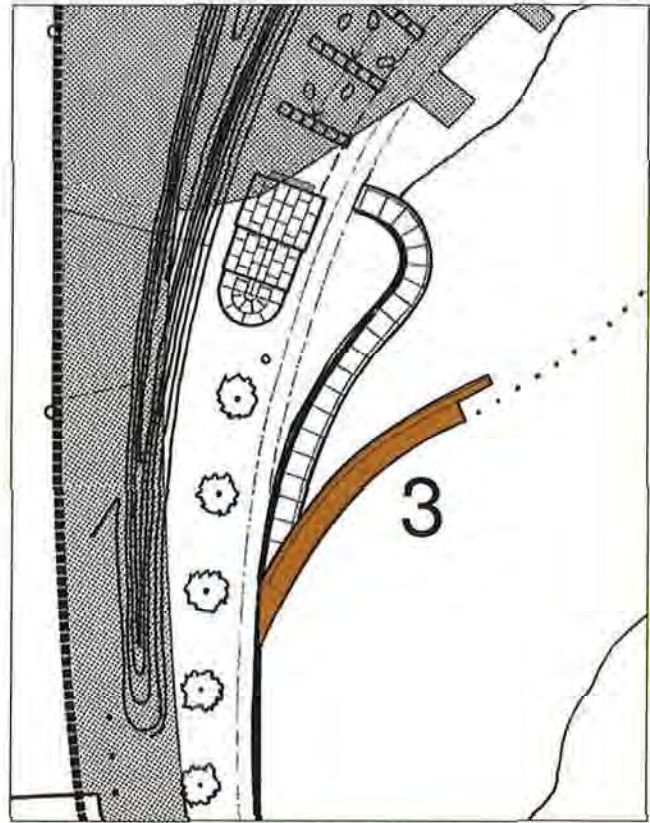


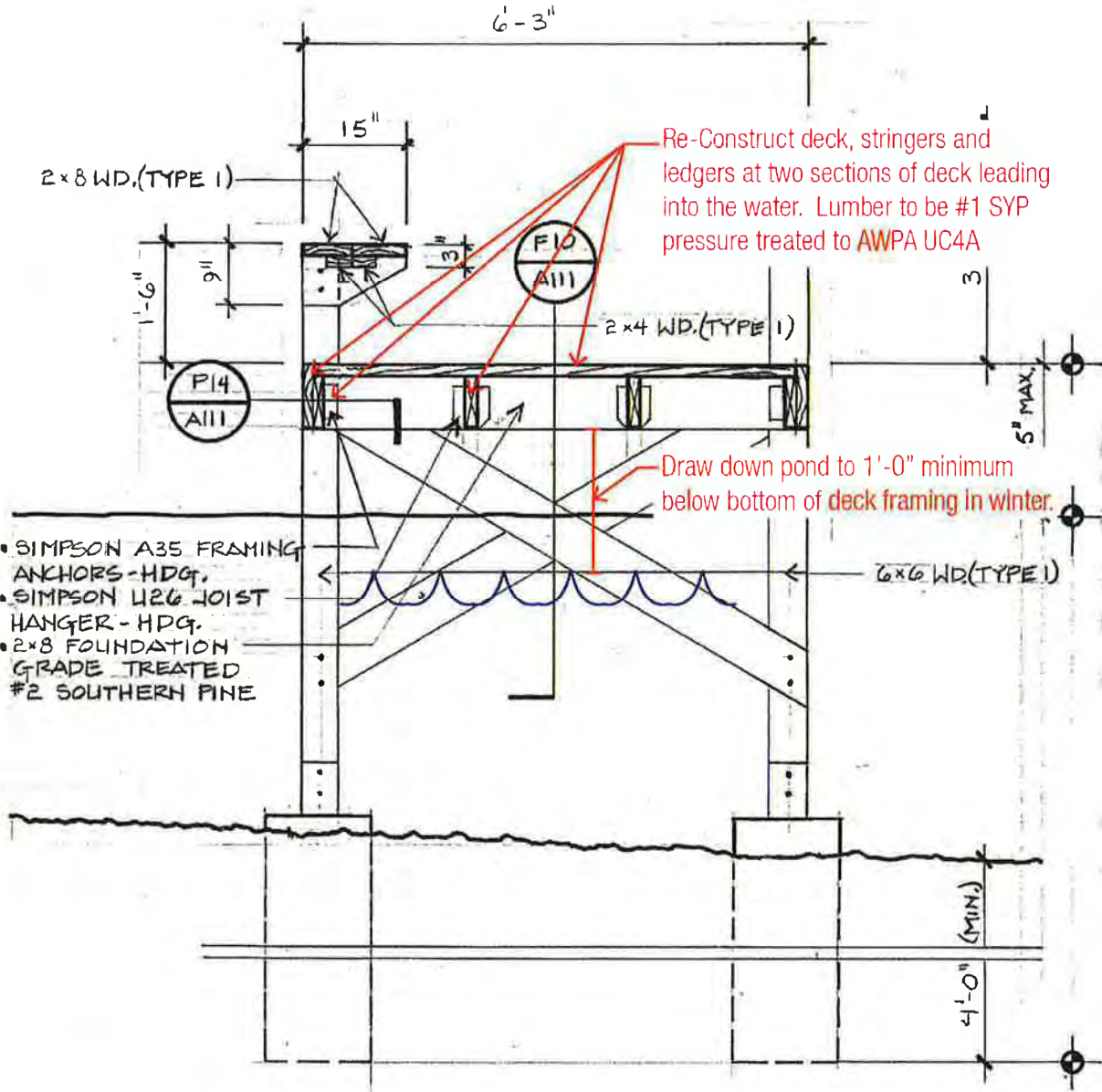


PROJECT 3: SUBMERGED BOARDWALK RECONSTRUCTION

Estimated Cost: \$17,000

As with the previous reconstruction projects, it's imperative that the pool elevation be lowered during winter months. This portion of the art installation not only touches the surface of the water, but begins to submerge itself towards the end of the walkway. Because of its proximity to the water, both the support structure as well as the boardwalk have begun to rot away. It is recommended that the deck, stringers, and ledgers of the last two portions of the walkway leading into the water be reconstructed. New structural members are to be a #1 SYP pressure treated to a AWPA UC4A.



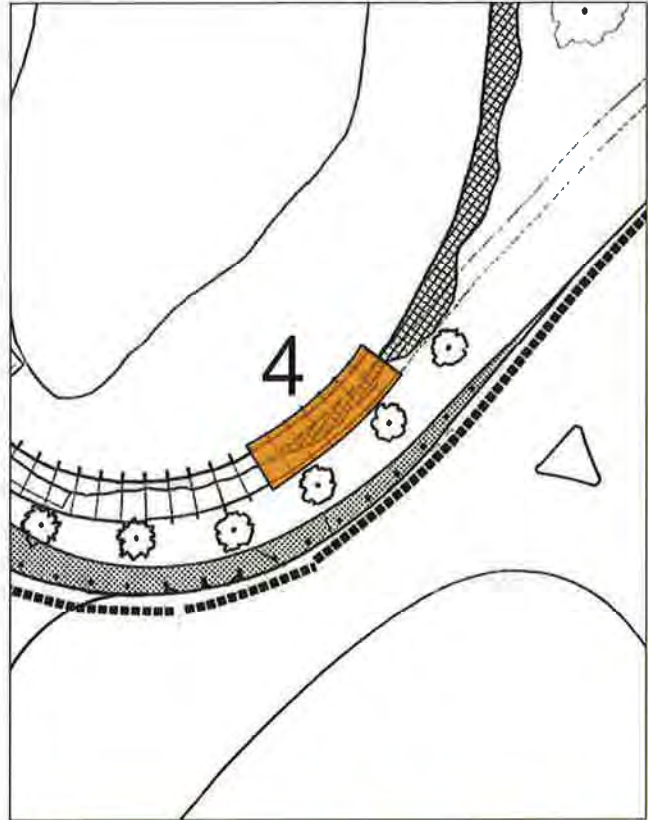


PROJECT 4: OVERHANG WOOD WALKWAY PIER RECONSTRUCTION

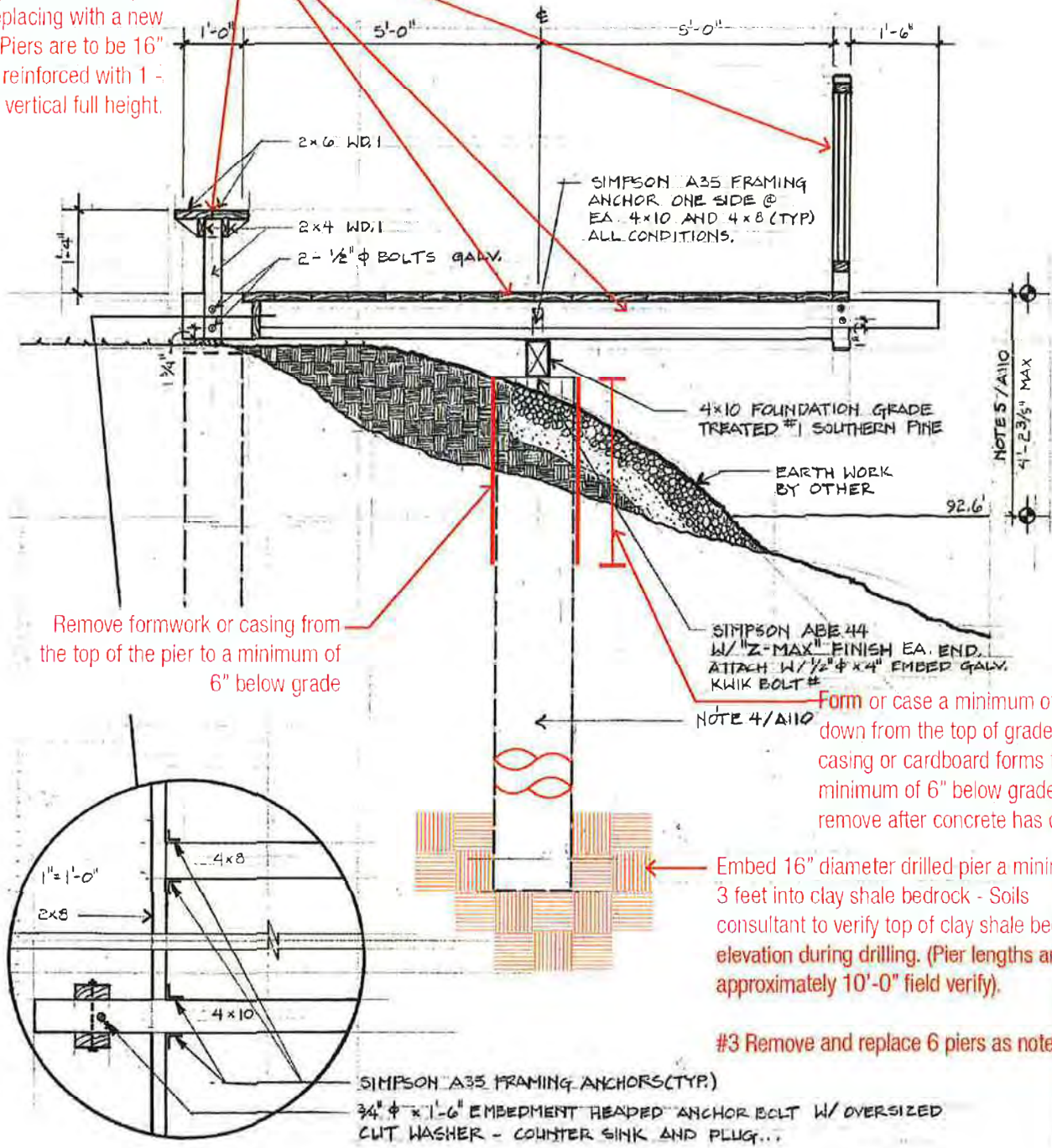
Estimated Cost: \$88,000

Currently the cantilevered deck structure has been displaced due to movement of its supporting piers. Unfinished formwork on these piers has created an uneven surface which acts handles for the ice to grab and push on.

It is recommended that the piers be replaced with new smooth-form piers that extend a minimum of 4' below finished grade. These forms should be removed to 6" below grade once concrete has cured, exposing the smooth concrete support structures. Replace beams, deck, bench, and guardrail after replacing concrete piers.



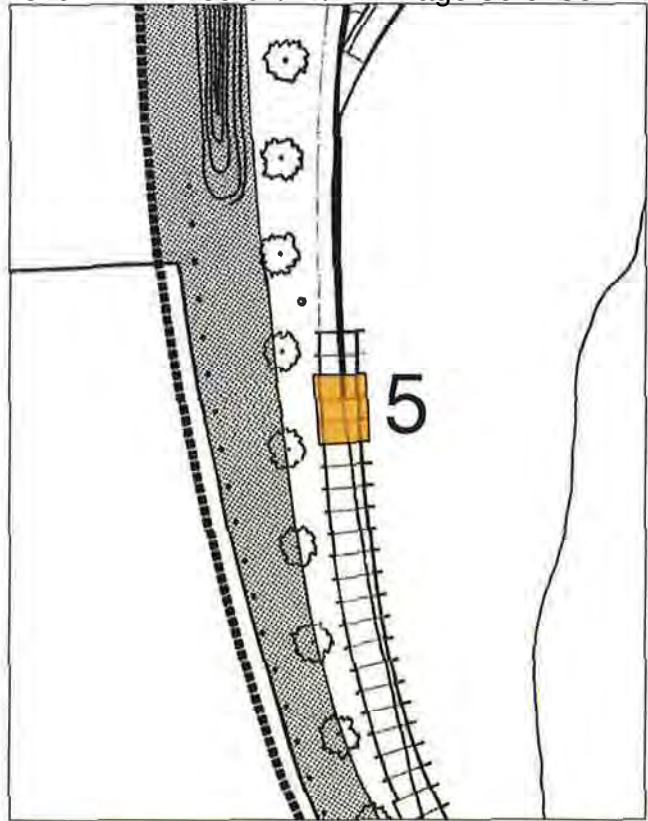
Replace beam, bench, deck and guardrail after removing existing "front" drilled pier and replacing with a new pier. Piers are to be 16" diameter reinforced with 1 - #6 vertical full height.

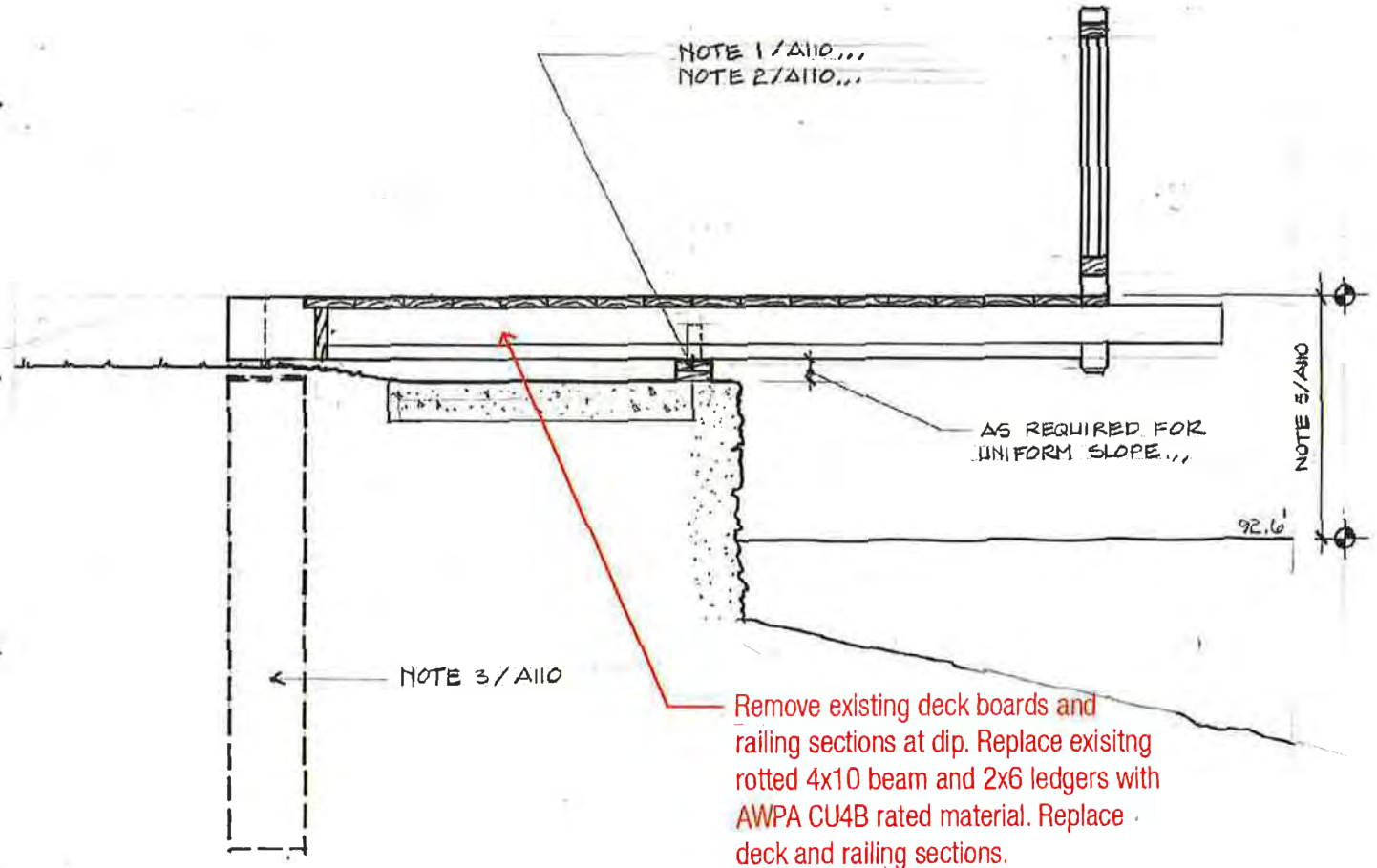


PROJECT 5: OVERHANG WOOD WALKWAY BEAM REPLACEMENT

Estimated Cost: \$20,000

A dip in the boardwalk has occurred due to the rotting away of a support beam underneath the walkway. It is recommended that the existing beams, boardwalk, and guardrail at dip where beam has rotted away be replaced. Replace the existing 4x10 and 2x6 ledgers with AWPA UC4B rated material. Replace any warped or bent deck and guardrail sections.

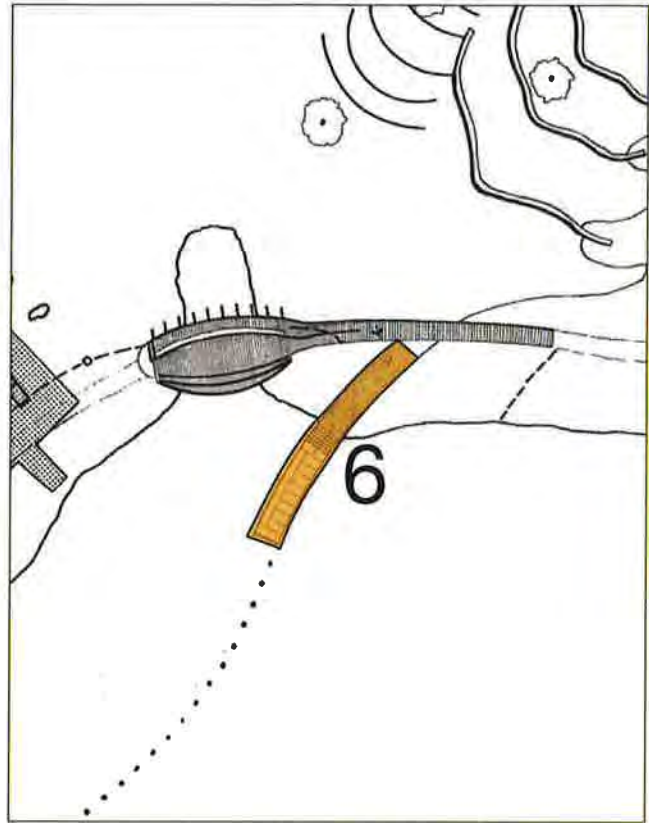


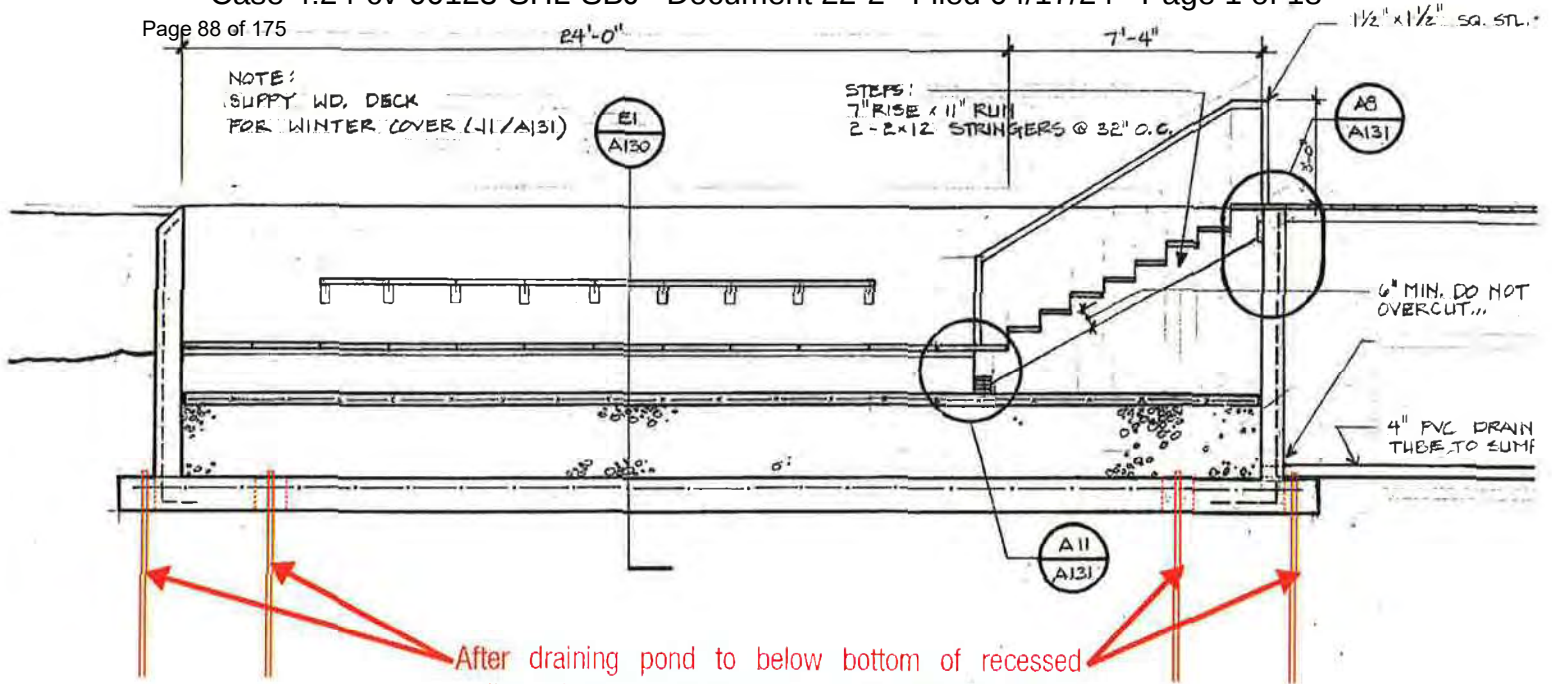


PROJECT 6: SUBMERGED WALKWAY RECONSTRUCTION

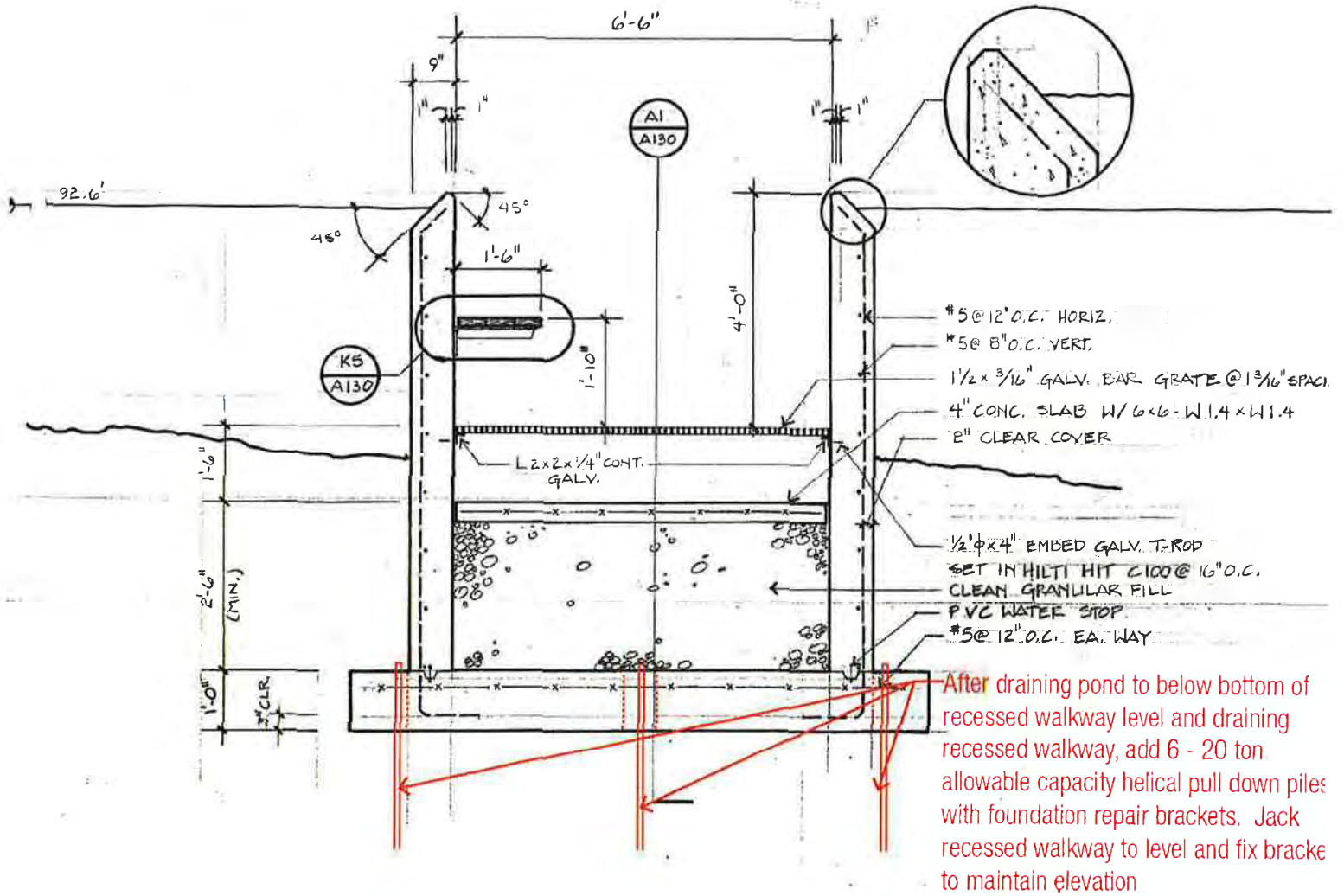
Estimated Cost: \$108,000

The submerged concrete walkway structure has sunken over time. It's also possible the pool elevation has changed due to siltation of the pond from construction activities up stream. It is recommended that the pond be drained to expose the concrete wall structure. Once the structure is exposed, add six 20-ton allowable capacity helical pull down piles with foundation repair brackets. Jack the recessed walkway to level and fix the brackets to maintain elevation. The sump pump underneath the boardwalk should also be replaced. Exploration will also be required to verify the viability of the electrical conduit and circuit at the time of construction.





After draining pond to below bottom of recessed walkway level and draining recessed walkway, add 6 - 20 ton allowable capacity helical pull down piles with foundation repair brackets. Jack recessed walkway to level and fix brackets to maintain elevation.



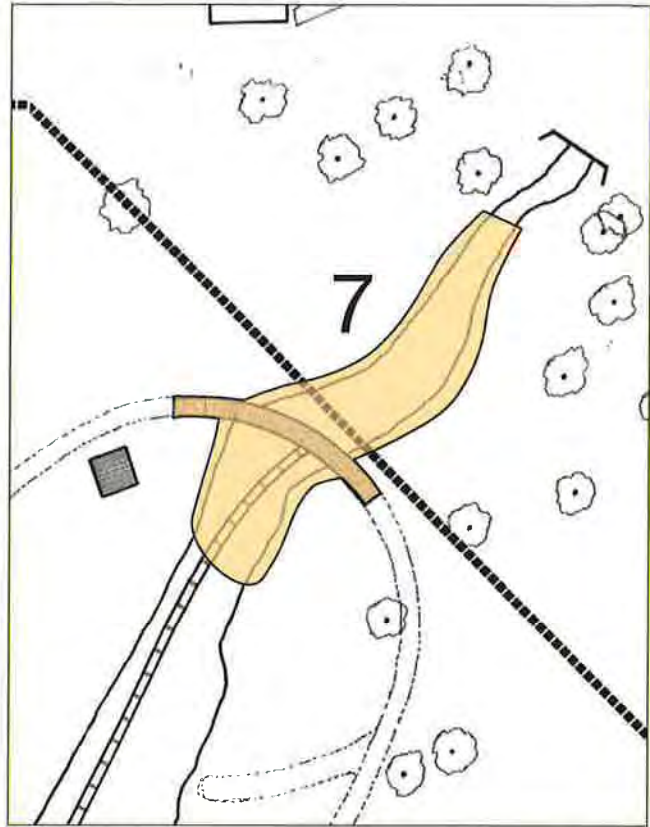
After draining pond to below bottom of recessed walkway level and draining recessed walkway, add 6 - 20 ton allowable capacity helical pull down piles with foundation repair brackets. Jack recessed walkway to level and fix brackets to maintain elevation.

PROJECT 7: ELEVATED WOOD WALKWAY RECONSTRUCTION AND GRADING

Estimated Cost: \$76,000

In the summer of 2008, heavy flooding occurred in the Des Moines metropolitan area. Stormwater runoff from upstream altered the shape and depth of the channel that feeds Greenwood Pond. An elevated boardwalk once crossed the channel completing the trail loop around the pond. Following the floods, this boardwalk became too unsafe due to structural rotting and boardwalk degradation.

It is recommended that the stream channel should be regraded to its original shape allowing for the boardwalk to be reconstructed as originally envisioned by the artist. The boardwalk is then to be replaced per the original plans, with the exception that cumaru, a wood selected for its longevity in outdoor environments, be used as the decking material.



ITEMIZED COSTS



December 16, 2011

Brian Clark
confluence
1300 Walnut Street, Ste 200
Des Moines, IA 50309

RE: Mary Miss Sculpture

MARY MISS SCULPTURE 12/16/2011
Reconstruction Master Plan

ITEM	DESCRIPTION	BUDGET
1	Walkway at Retaining Wall	59,584
2	Repair Wood Walkway	9,183
3	Replace Eight (8) Concrete Piers	79,918
4	Repair Wood Walkway	11,863
5	Jack Recessed Walkway (Sump Allowance \$5,000.00)	99,894
6	Boardway	68,419
	Temporary Electric	10,000
	Project Contingency	33,886
	Project Total	372,747

If IPE wood is desired ADD \$53,000.00

If you have questions, please call.

neumann
brothers, Inc.

Marshall G. Linn III
President/CEO

MGL:wjc

1435 ohio street
p.o. box 1315
des moines, ia 50305

(515) 243-0156
(515) 243-0165 fax

www.neumannbros.com

ITEMIZED COSTS



Seth Gray
Confluence
1300 Walnut Street, Ste 200
Des Moines, IA 50309

RE: Mary Miss Sculpture Decking Replacement

Per your request the following is a summation of the cost to replace the existing decking in addition to the structural repairs outline in our letter of 12/16/2011.

MARY MISS SCULPTURE REMOVE AND REPLACE EXISTING DECKING WITH IPE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
1	Walkway at Retaining Wall	\$ 22,511.00
2	Walkway	\$ 21,798.00
3	South Deck Walkway (Includes Railing and Bench)	\$135,216.00
4	North Oval Platform and Walkway	\$ 61,988.00
	TOTAL REPLACEMENT COST	<u>\$241,513.00</u>

Additional savings may be obtained by timely ordering of the cumaru lumber for the entire project as this size order will come directly from Brazil to Des Moines. Partial orders can be submitted but the additional discounts will not be realized. The above quotation reflects a Brazilian order.

If you have questions please call.

neumann

brothers, inc.

Marshall G. Linn III
President/CEO

MGL:wjc

1435 ohio street
p.o. box 1315
des moines, ia 50305

(515) 243-0156
(515) 243-0165 fax

www.neumannbros.com

ITEMIZED COSTS

Project 2: Low Walkway Reconstruction

DESCRIPTION	UTS	QTY	
			0
MOBLIZE	HR	16	1,020
BARRICADES	HR	16	1,621
			0
DEMO 131 LFWALKWAY	HR	72	5,666
TRUCK DEMO	HR	8	874
			0
DRILL AND TAPE 180 HOLES	HR	180	13,158
REPLACE WALKWAY	HR	120	12,769
SS BOLTS	LS	1	614
SS SCREWS/ ANCHORS	LS	1	3,121
			0
TRUCKING	HR	24	2,887
CLEANUP	HR	24	2,008
SUPT	HR	60	5,539
TRAILER	LS	1	2,004
MISC	HR	24	2,724
			0
CONTINGENCY	LS	1	5,792
			0
			0
			0
SUBTOTAL			68,584

Project 3: Submerged Walkway Reconstruction

DESCRIPTION	UTS	QTY	
			0
MOBLIZE	HR	16	1,020
BARRICADES	HR	8	694
			0
DEMO 2 SECTIONSO F DECK	HR	16	1,552
REPLACE WALKWAY	HR	24	2,962
SS SCREWS /ANCHORS	LS	1	248
MISC	LS	1	368
TRUCKING	HR	8	862
			0
SUPT	HR	16	1,477
			0
			0
SUBTOTAL			9,183

ITEMIZED COSTS

Project 4: Overhang Wood Walkway Pier Reconstruction

DESCRIPTION	UTS	QTY	
			0
MOBLIZE	HR	16	1,020
DEMO 48LF OF WOOD DECK	HR	48	4,009
BARRICADES	HR	24	2,247
REMOVE PIERS	HR	48	6,441
TRUCK DEMO	HR	8	1,208
			0
MID WEST BASEMENT	LS	1	12,059
FORM PIERS	HR	48	4,449
RODS	HR	24	2,918
POUR	HR	24	3,875
COVER W P	HR	24	2,513
GRADE	HR	24	3,440
REPLACE WOOD WALKWAY	HR	72	9,515
HAND RAIL	HR	48	5,114
SS BOLTS SCREWS	LS	1	614
SIMPONS ANCHORS	LS	1	614
			0
TRUCK TIME	HR	24	2,587
TRAILER	LS	1	2,004
SUPT	HR	80	7,385
			0
CONTINGENCY	LS	1	8,108
			0
			0
SUBTOTAL			78,918

Project 5: Overhang Wood Walkway Beam Replacement

DESCRIPTION	UTS	QTY	
MOBLIZE	HR	16	1,020
DEMO 2 SECTION OF WALK	HR	24	1,947
BARRICADES	HR	8	694
			0
TRUCK DEMO	HR	8	974
REPLACE WOOD WALKWAY	HR	24	2,717
HAND RAIL	HR	12	1,304
STRIP CLEAN	HR	8	888
TRUCKING	HR	8	862
			0
SUPT	HR	16	1,477
			0
			0
			0
SUBTOTAL			11,883

ITEMIZED COSTS

Project 6: Submerged Walkway Reconstruction

DESCRIPTION	UTS	QTY	
			0
MOBLIZE	HR	16	1,617
PUMP WALK OUT	HR	8	742
			0
DRAIN POND	HR	16	1,368
REMOVE 40 FT OF WALKWAY	HR	24	2,467
			0
EXCAVATION 1 WK 2M	HR	80	6,102
BACK HOE 1 MONTH	LS	1	17,378
MID WEST BASEMENT	LS	1	26,436
BACK FILL 1WK 2M	HR	80	6,102
INSTALL NEW WALKWAY	HR	48	5,482
			0
TRUCK TIME	HR	16	1,725
ROCK FILL	HR	16	2,582
GRADE SITE	HR	32	2,988
CLEAN UP	HR	32	2,757
TRAILER 2 MONTHS	HR	24	3,998
HEAT	LS	1	1,193
SUPT	HR	80	7,385
CONTINGENCY	LS	1	11,683
			0
			0
SUBTOTAL			89,884

Project 7: Elevated Wood Walkway Reconstruction and Grading

DESCRIPTION	UTS	QTY	
			0
MOBLIZE	HR	16	1,617
BARRICADES	HR	16	1,621
			0
LAY OUT	HR	24	2,124
PUMP WATER	HR	24	2,301
DRILL 30 HOLES 4 FT	HR	96	10,008
ROCK 20 TONS	HR	40	5,169
TRUCK	HR	12	1,460
WOOD WALKWAY	HR	120	10,600
SS SCREWS BOLTS	LS	1	1,168
			0
TRUCK TIME	HR	24	2,587
CLEAN UP /GRADE	HR	48	5,434
TRAILER	LS	1	1,418
			0
SUPT	HR	80	5,539
			0
CONTINGENCY	LS	1	17,378
			0
			0
SUBTOTAL			66,419

PROPOSED MATERIALS

Cumaru: Decking

Also known as: Dipteryx Odorata, Southern Chestnut, Brazilian Teak, Tonka, and Tonquin Bean

Golden tan to reddish brown colors and dark grain accents. Cumaru is an exotic hardwood you can count on because it naturally resists rot, decay and insect attack.

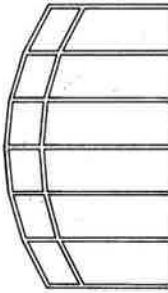
How Does Cumaru Compare to Ipe Decking?

- South American origin like ipe, but lighter in color
- Weathers like ipe
- 4% difference in density
- 2% difference is bending strength
- Costs about 25-30% less (\$2.40/SF vs Ipe at \$3.40/SF)
- Attractive colors from golden honey to reddish brown
- Low maintenance with a 25 years life span
- Excellent mold, rot and decay resistance
- Safe for bare feet with great scratch resistance
- Versatile in commercial or residential applications
- 100% natural, chemical free material
- Low prices on Standard, PreGrooved & T&G

Wood Type	Appearance	Hardness	Bending Strength	Decay Resistance
Cumaru Decking	Color varies from a golden tan to a reddish brown with some dark grain accents throughout the wood.	3,540 lbs	14,793 psi	Very durable and naturally resistant to decay and insects. Offers up to 20+ year lifespan.
Douglas Fir	A light reddish-brown with generally straight grain.	670 lbs	12,400 psi	Not naturally resistant to decay. Should be painted or stained to prevent decay.
Pressure Treated Pine	Very pronounced grain. Dusty yellow-green color due to chemical treatment of the wood.	690 lbs	14,500 psi	A chemical preservative, chromated copper arsenate is forced into the wood. Offering resistance to decay, but also potential health concerns.
California Redwood	Several grades available that vary considerably in appearance and quality. Usually straight grained with a fine, even texture. Color varies from cherry-red to dark reddish-brown.	420 lbs	10,000 psi	Premium grades are more durable than most woods in common use. Resistant to decay, but relatively soft and quick to weather. Treatment is recommended.
Western Cedar	Fresh cut, this wood appears a salmon pink color which turns a coffee brown over time. Species is generally straight grained.	580 lbs	7,500 psi	This softwood is more durable than most woods in common use. Resistant to decay, but relatively soft and quick to weather. Treatment is recommended.
Phillippine Mahogany	Interlocked grain similar to true mahogany, but with a courser texture. Species is generally medium to dark brown.	760 lbs	12,200 psi	Only the dark red species are resistant to decay. Although more durable than cedar and redwood it is still relatively soft compared to Ipe Decking.

**Table found at www.advantagelumber.com/cumaru_wood_deck.htm
 *Prices are for 1x6 boards, May 2011

Double Site



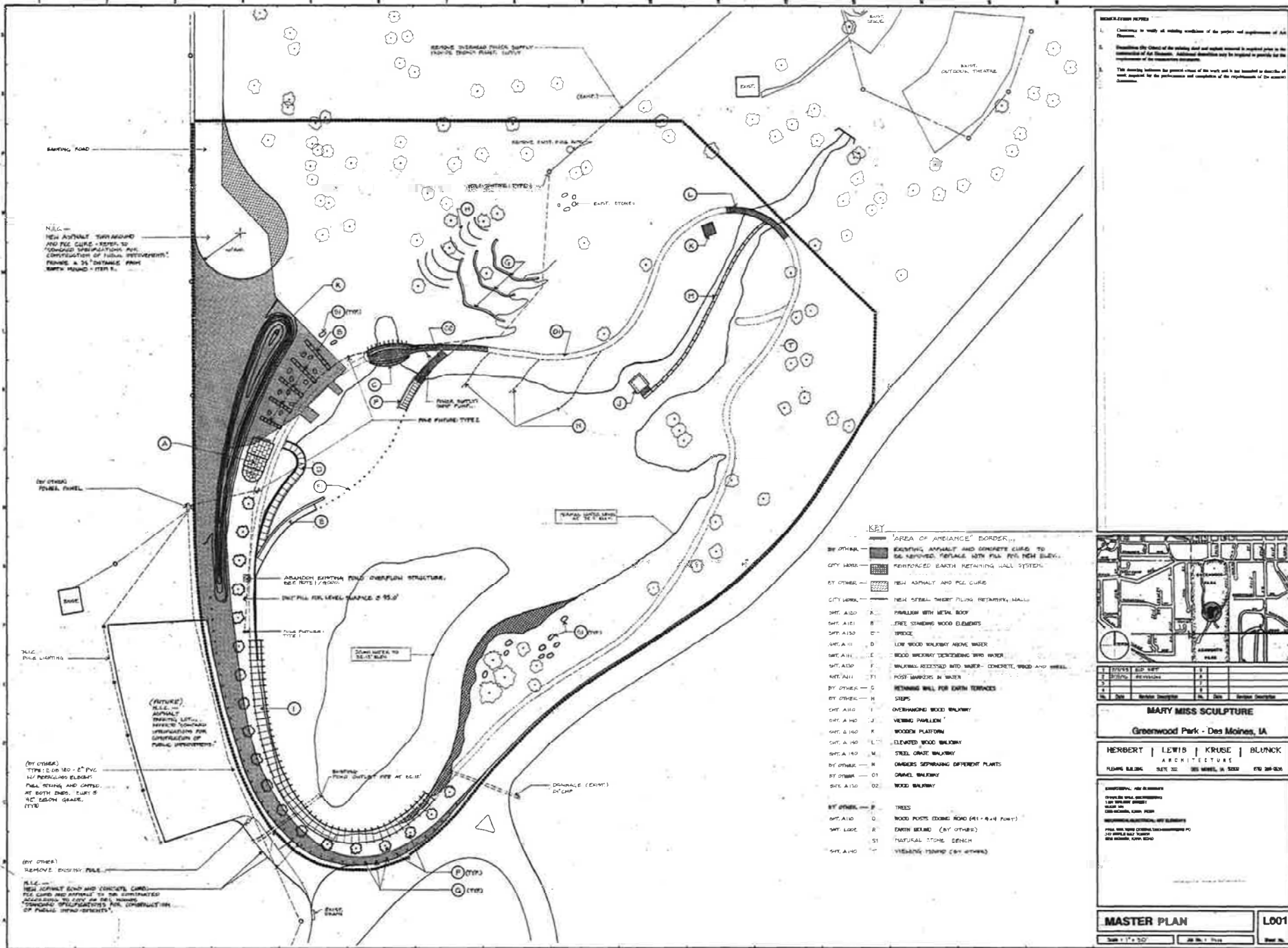
Mary Miss
240 South 10th Street
New York, New York 10013
Coordinates by
The Big Machine Jet Center
Date: 10/10/2013 10:00:00 AM

GENERAL NOTES: The information on this sheet is for informational purposes only. It is not intended to be used as a contract or as a basis for any legal action. The information on this sheet is subject to change without notice. The information on this sheet is not to be used as a basis for any legal action. The information on this sheet is not to be used as a basis for any legal action.

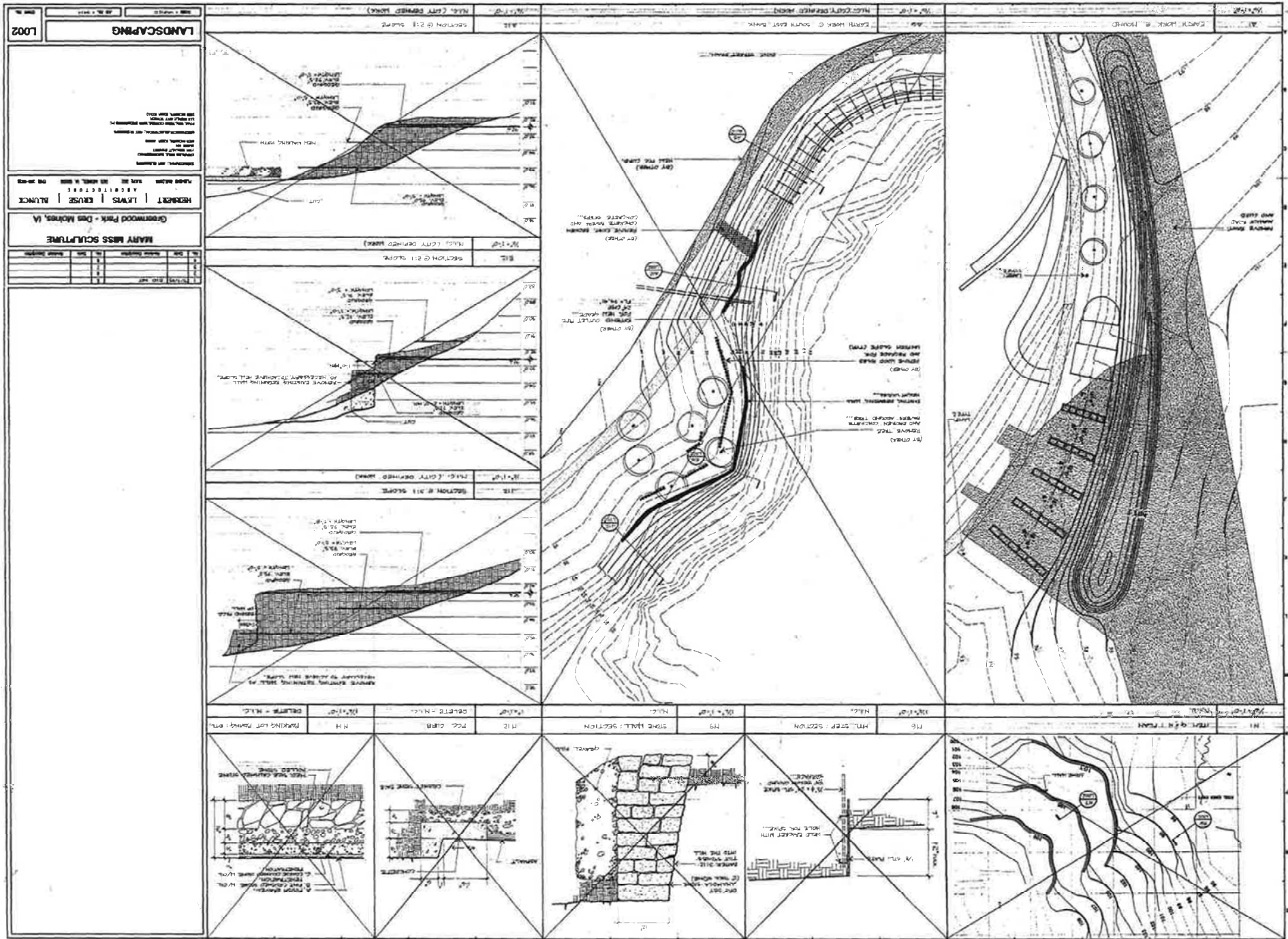
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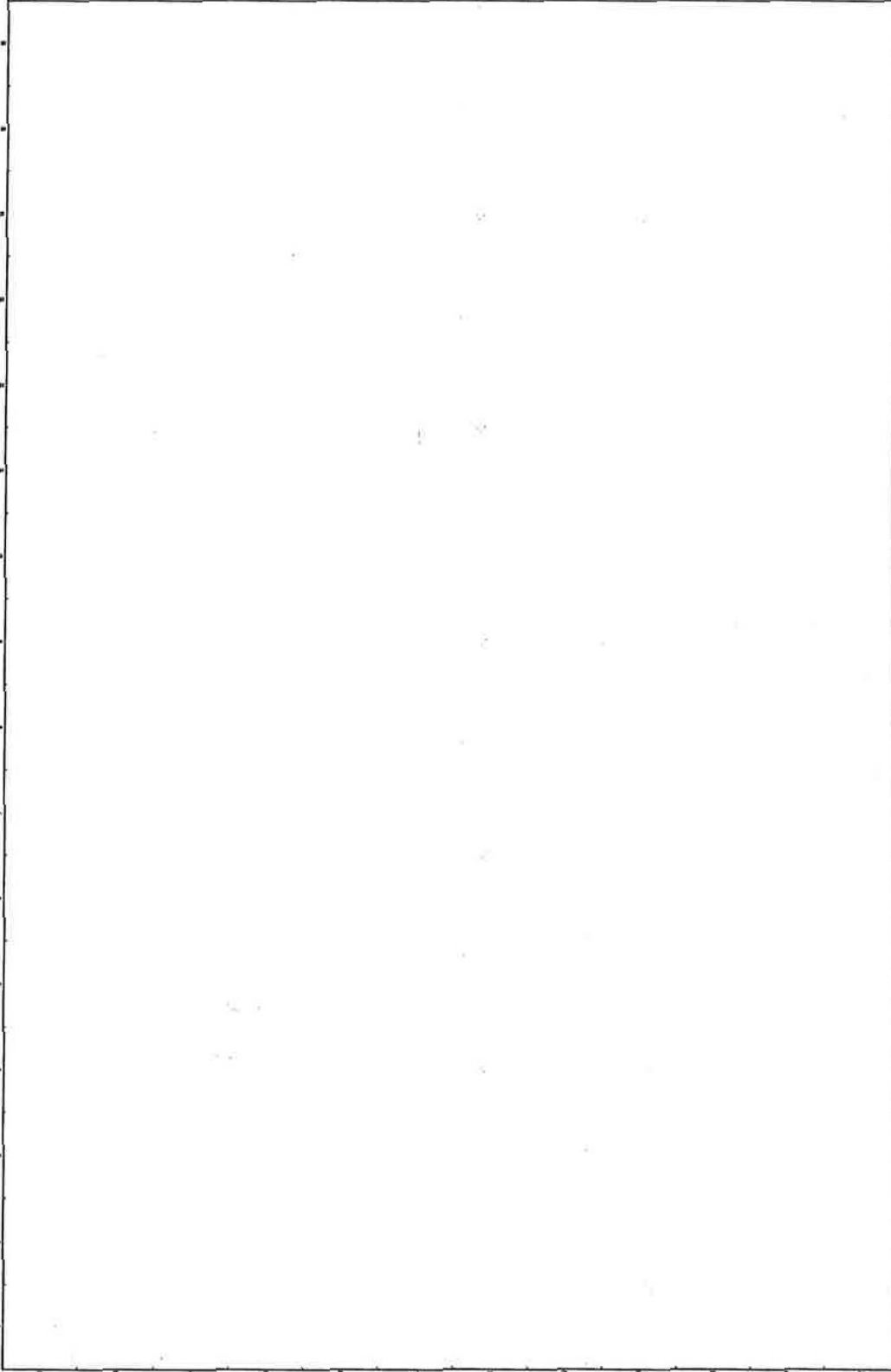
PROJECT NO. 1000		DATE 03/15/2024	
PROJECT NAME: MARY MISS SCULPTURE		PROJECT LOCATION: Greenwood Park - Des Moines, IA	
PROJECT OWNER: REBERT LEWIS KERUSE BLUNCKE ARCHITECTURE		PROJECT ARCHITECT: REBERT LEWIS KERUSE BLUNCKE ARCHITECTURE	
PROJECT MANAGER: JEFF BLUNCKE		PROJECT DATE: 03/15/2024	
PROJECT ADDRESS: 1000 WEST 10TH AVENUE, DES MOINES, IA 50319		PROJECT PHONE: 515-281-1111	
PROJECT FAX: 515-281-1111		PROJECT EMAIL: JEFF@REBERTLEWISKERUSEBLUNCKE.COM	
PROJECT WEBSITE: WWW.REBERTLEWISKERUSEBLUNCKE.COM		PROJECT CONTACT: JEFF BLUNCKE	
PROJECT CONTACT PHONE: 515-281-1111		PROJECT CONTACT EMAIL: JEFF@REBERTLEWISKERUSEBLUNCKE.COM	
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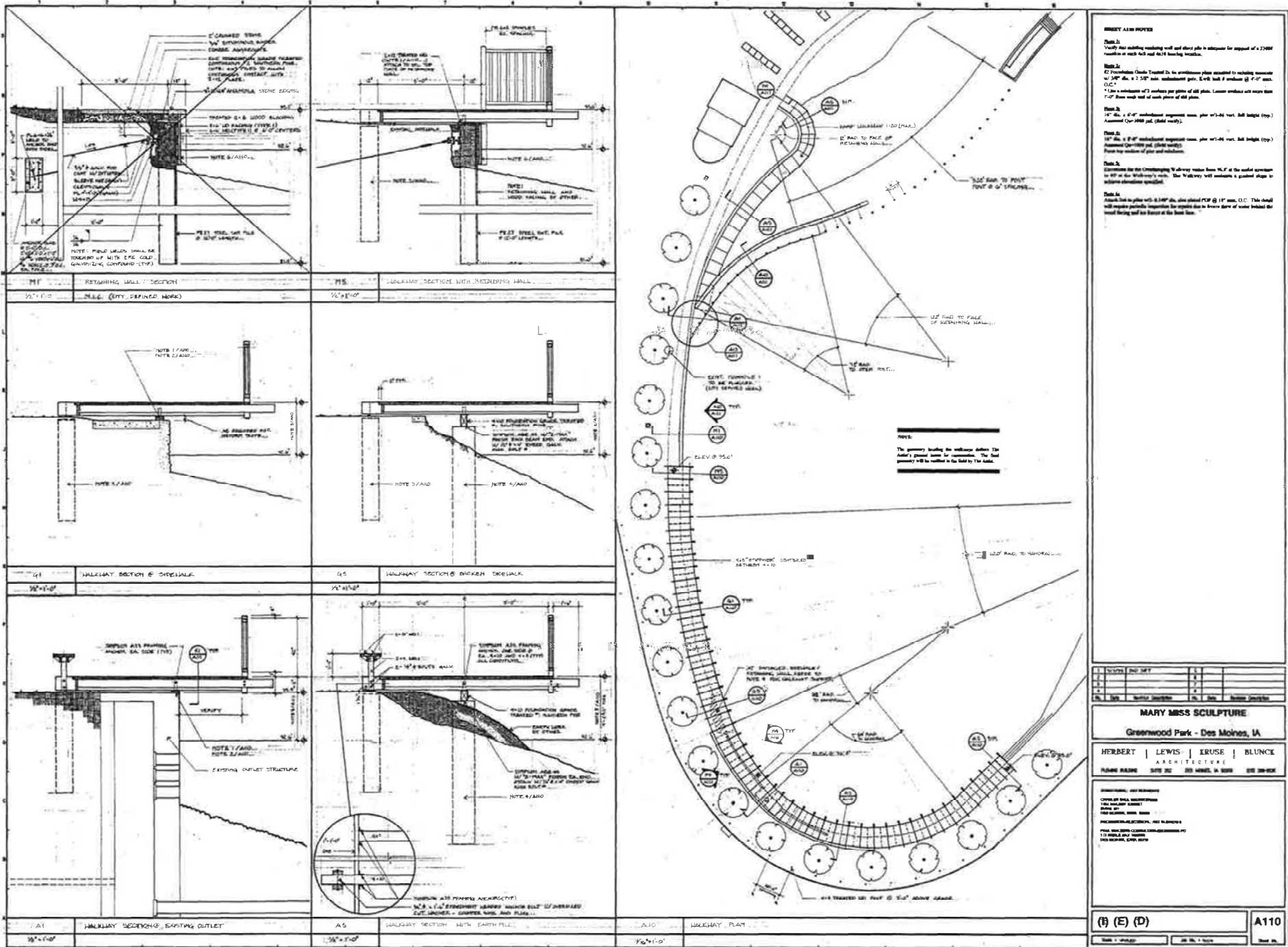
Mary Miss Double Site: Inventory and Renovation Plan

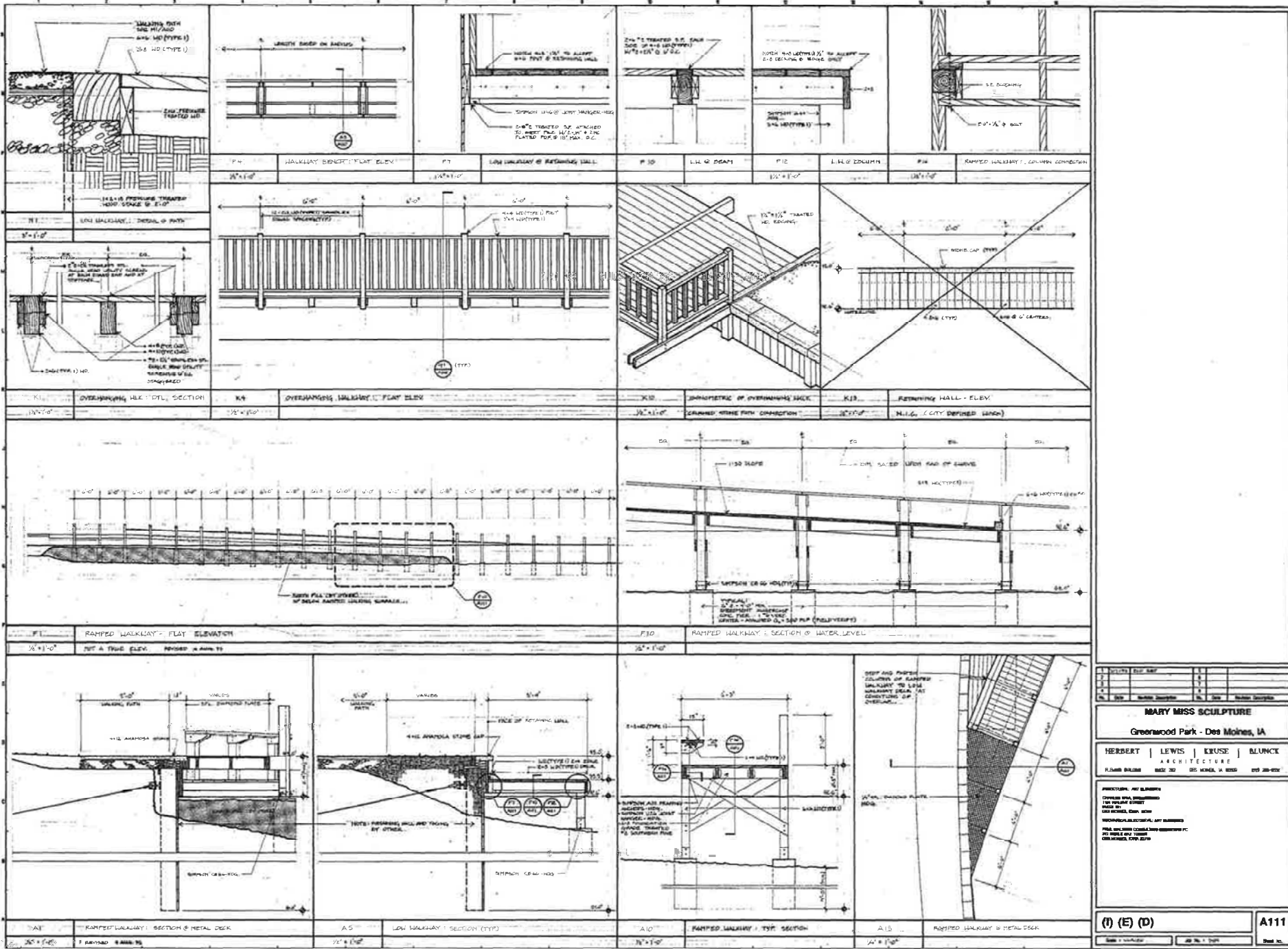


MARY MISS SCULPTURE Discovery Wetland Greenwood Park - Des Moines, IA		REBERT LEWIS ERDSE BLURD ARCHITECTS 1000 10TH AVE SW SUITE 200 DES MOINES, IA 50319 515.281.1100	LANDSCAPING 2024.03.15
PROJECT NO. 2023-001 SHEET NO. 101 OF 175		PREPARED BY: [Name] CHECKED BY: [Name] DATE: 03/15/24	L603 2024.03.15



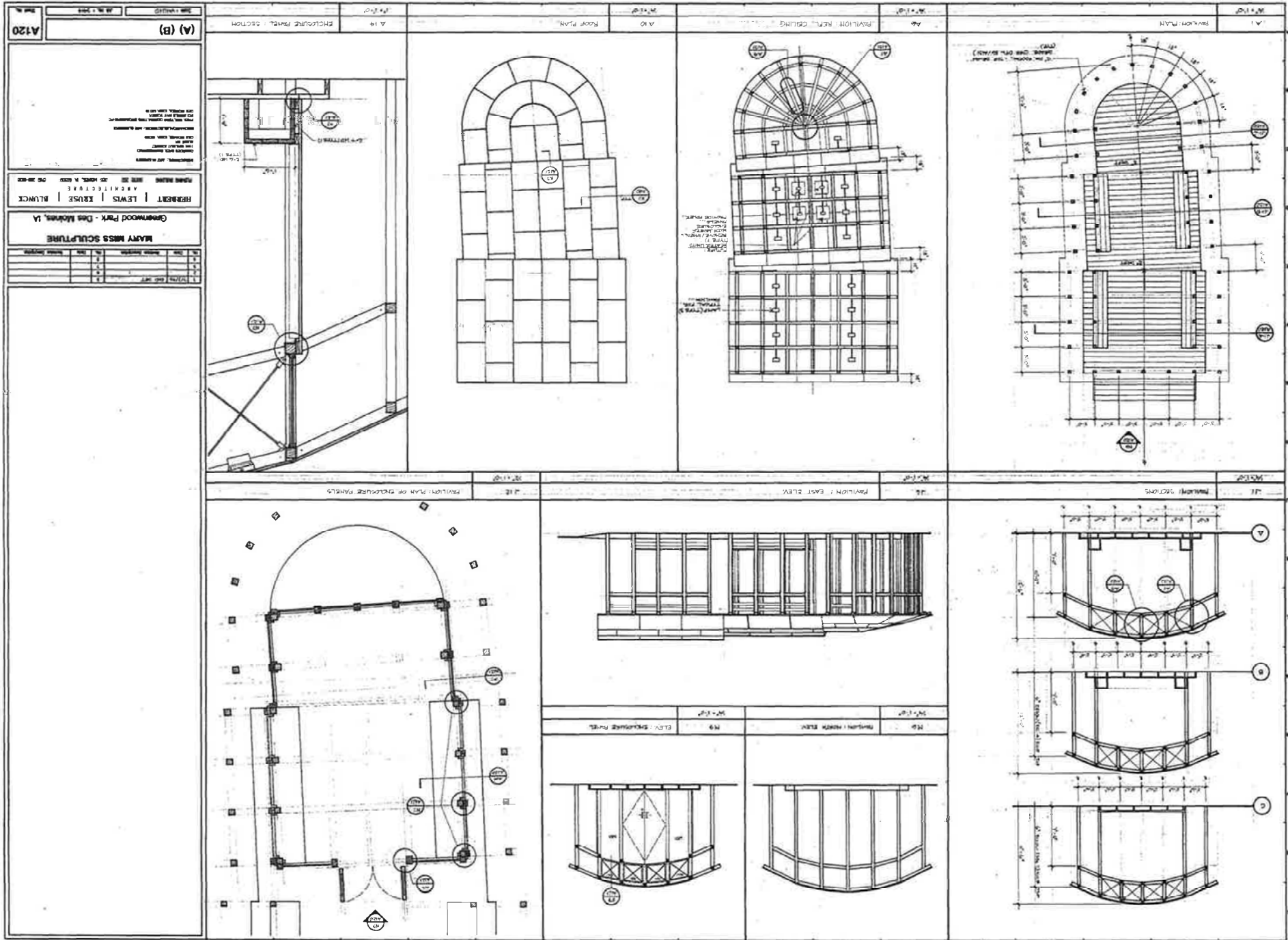
<p>Architectural elevation drawing showing a building facade with a sloped roof, large windows, and a sign area. Labels include 'REAR ELEV.' and 'NEW SIGNAGE WALL'.</p>	<p>Architectural elevation drawing showing a building facade with a grid pattern and a sign area. Labels include 'REAR ELEV.' and 'NEW SIGNAGE WALL'.</p>	<p>Architectural elevation drawing showing a building facade with a sign and a sign area. Labels include 'REAR ELEV.' and 'NEW SIGNAGE WALL'.</p>	<p>Architectural elevation drawing showing a building facade with a sign and a sign area. Labels include 'REAR ELEV.' and 'NEW SIGNAGE WALL'.</p>
PLAN REAR ELEV. REAR ELEV.	REAR ELEV. REAR ELEV.	REAR ELEV. REAR ELEV.	REAR ELEV. REAR ELEV.
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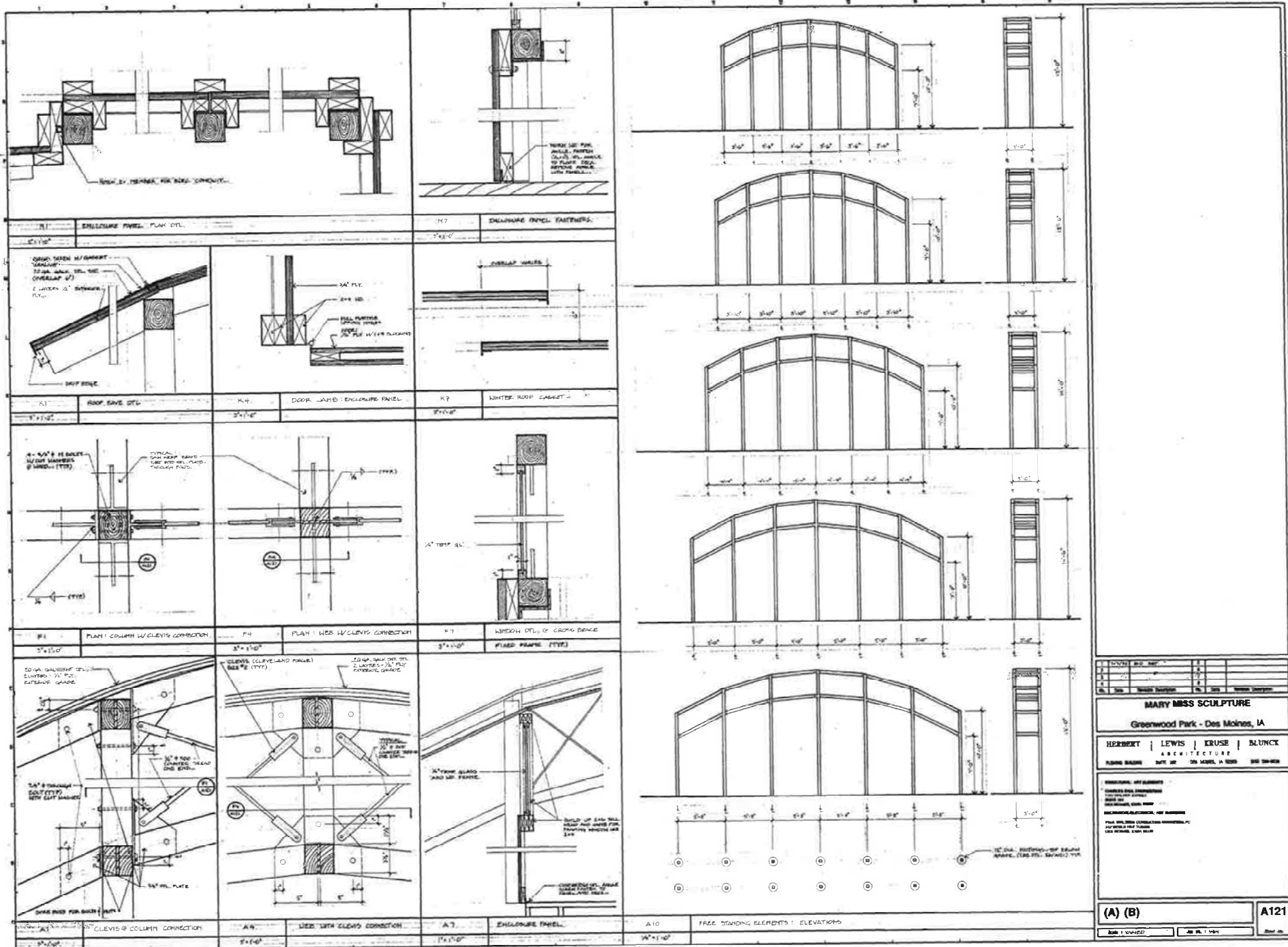




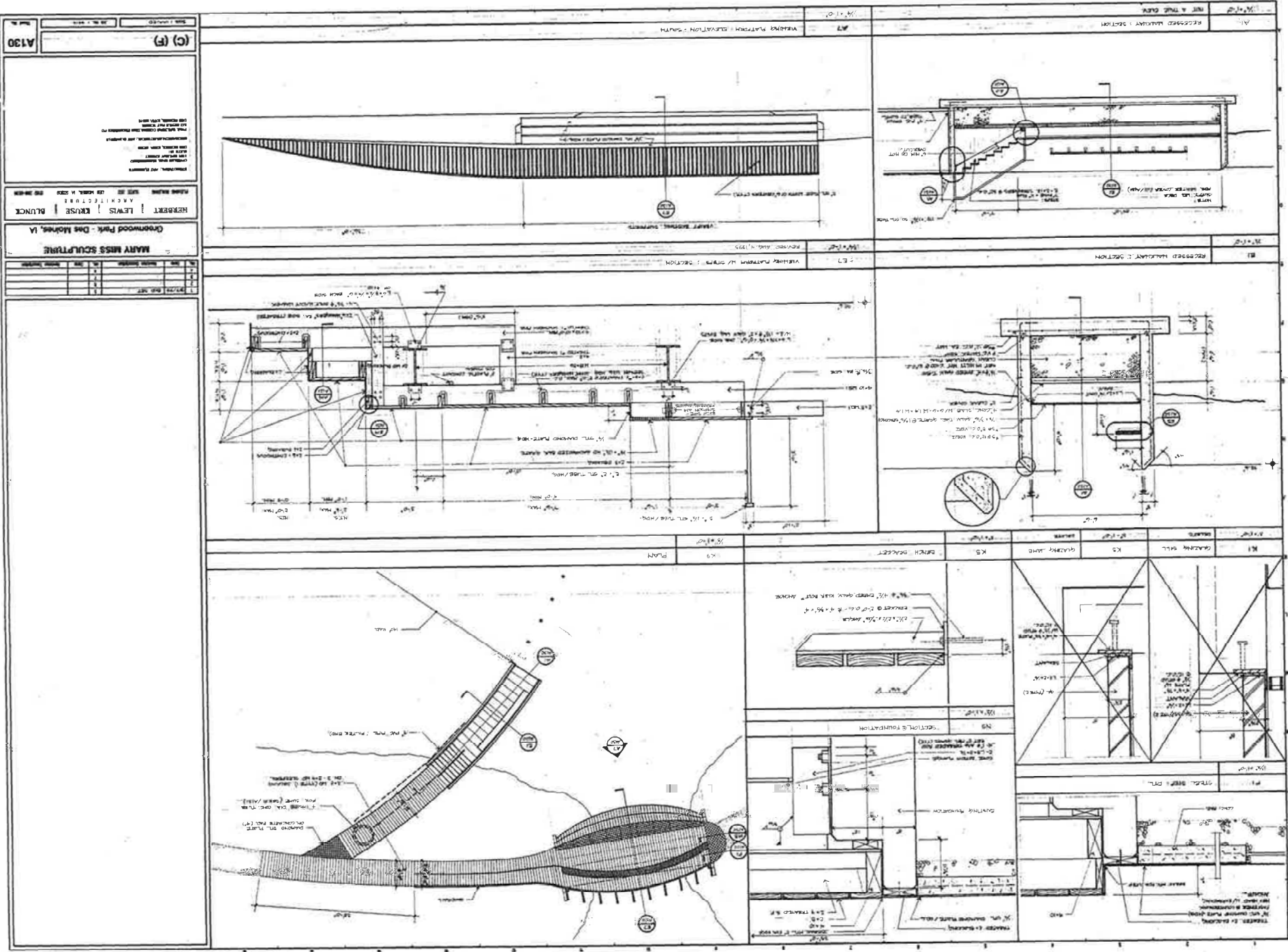
Mary Miss Double Site: Inventory and Rehabilitation Plan

<p>MARY MISS SCULPTURE Greenwood Park - Des Moines, IA</p>			
<p>HERBERT LEWIS KRUSE BLUNCK ARCHITECTURE</p>			
<p>PROJECT: MARY MISS SCULPTURE DESIGN: HERBERT, LEWIS, KRUSE & BLUNCK ARCHITECTURE DATE: 10/2013 SCALE: AS SHOWN DRAWN BY: J. BLUNCK CHECKED BY: J. BLUNCK DATE: 10/2013</p>			
<p>(1) (E) (D)</p>		<p>A111</p>	

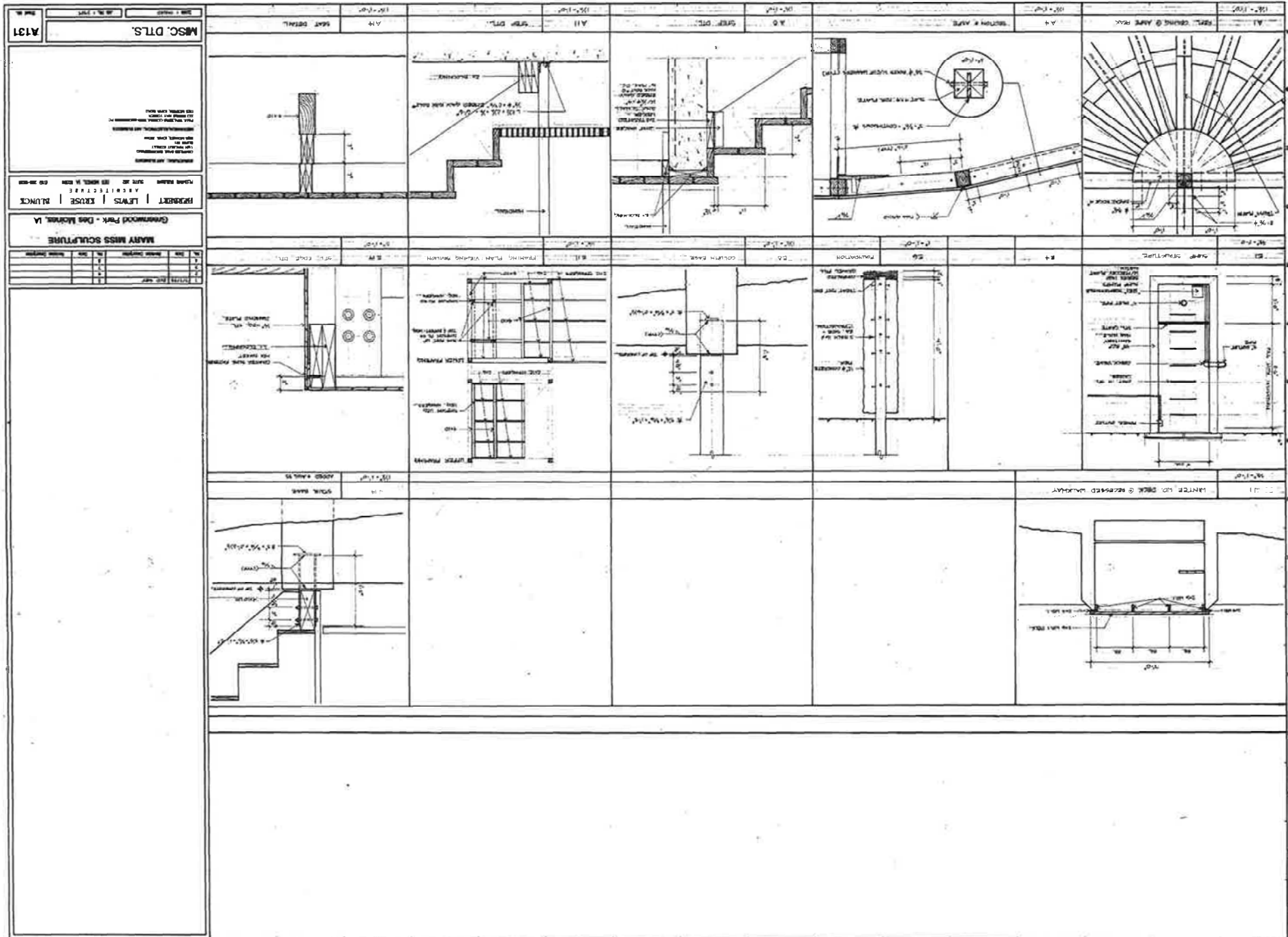


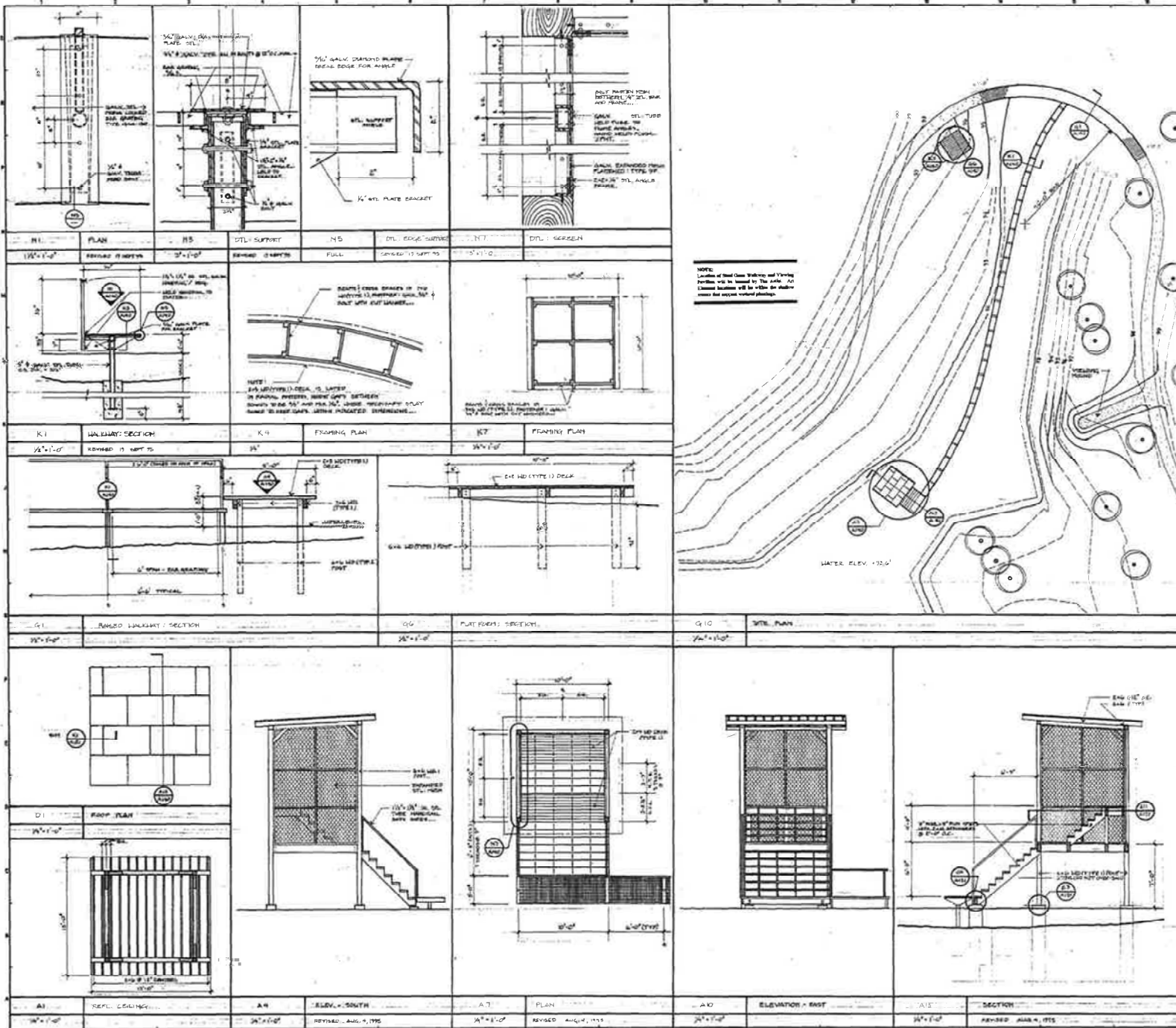


Mary Miss Double Site Inventory and Rehabilitation Plan



<p>(C) (F)</p> <p>A130</p>	
<p>HERBERT LEWIS RYUSE BLUNCK ARCHITECTS</p> <p>Greenwood Park - Das Moines, IA</p> <p>MARY MISS SCULPTURE</p>	
NO.	DATE
1	10/1/23
2	10/1/23
3	10/1/23
4	10/1/23
5	10/1/23
6	10/1/23
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8	10/1/23
9	10/1/23
10	10/1/23





1	NOTES	DATE	BY	CHKD
2	NOTES	DATE	BY	CHKD
3	NOTES	DATE	BY	CHKD
4	NOTES	DATE	BY	CHKD

MARY MISS SCULPTURE
Discovery Wetland
Greenwood Park - Des Moines, IA

HERBERT | LEWIS | KRUSE | BLUNCK
ARCHITECTURE

PLANS: HILLING SITE 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PROJECT: ART BLANKET
OWNER: IOWA DEPARTMENT OF CULTURE AND ARTS
DATE: 08/14/13

FOR: IOWA DEPARTMENT OF CULTURE AND ARTS
PROJECT: ART BLANKET
DATE: 08/14/13

(J) (M) (L) (K) A140

Scale: 1/4" = 1'-0" 3/8" = 1'-0" 1/2" = 1'-0"

BIBLIOGRAPHY

"Cumaru Decking Information: Everything you need to know about Cumaru Decking." [Advantagelumber.com](http://www.advantagelumber.com). 2010. Advantage Trim and Lumber Co. 19 October 2011 <www.advantagelumber.com/cumaru_wood_deck./htm>.

Haberman, Donna. [Condition Report/Treatment Proposal](#). Midwest Art Conservation Center. 16 October 2008.

Miss, Mary. "Greenwood Pond: Double Site." Marymiss.com. 2010. Mary Miss. 18 October 2011 <www.marymiss.com/index_.html>

IMAGE CREDITS

Cover	Original Site Photos - Provided by Des Moines Art Center
Page 3	Original Site Photos - Provided by Des Moines Art Center
Pages 8-9	Original Site Photos - Provided by Des Moines Art Center
Pages 11-13	Original Plans - Provided by Des Moines Art Center
Pages 15-16	Existing Site Condition Photos - Taken by Confluence
Page 24	Existing Site Condition Photos - Taken by Confluence
Page 25	Detail Drawing - Provided by Charles Saul Engineering
Page 26	Existing Site Condition Photos - Taken by Confluence
Page 27	Detail Drawing - Provided by Charles Saul Engineering
Page 28	Existing Site Condition Photos - Taken by Confluence
Page 29	Detail Drawing - Provided by Charles Saul Engineering
Page 30	Existing Site Condition Photos - Taken by Confluence
Page 31	Detail Drawing - Provided by Charles Saul Engineering
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Page 34	Existing Site Condition Photos - Taken by Confluence
Pages 44-55	Original Plans - Provided by Des Moines Art Center



2012 Jeff Fleming Letter to Mary Miss

June 29, 2012

COPY

Ms. Mary Miss
Mary Miss Studio
349 Greenwich Street, #5
New York, New York 10013

Dear Mary:

Thank you so much for visiting Des Moines this week. It was wonderful to see you again. I am pleased that we had an opportunity to discuss your project at Greenwood Pond.

I share your disappointment with the state of your environmental work, but, as discussed, we are both keenly aware of the life expectancy of the materials used and the damage caused by time and weather. The Art Center has worked constantly to maintain the piece at a certain level, and I am pleased to have provided you with our recent inventory and rehabilitation study of the project. Gene Swan, the staff member who approached you in the galleries, was so pleased that he could share with you his weekly efforts. You made his day.

Like you, the Art Center would like for the work to continue to have a life. Yet, we both are aware of the difficulties in obtaining funds and the high cost to do the necessary repair work. To move forward, per your written permission, the Art Center will remove the boardwalk closest to the warming hut as it presents an immediate risk to visitors. Art Center staff can do this work and will begin this process as soon as the hot weather lifts, hopefully next week. This area will be removed with the idea that it will be replaced when funds become available. I have already spoken with the Des Moines Public Art Foundation about funding for this portion of the project and hope to make a request in August. The Art Center will also place a sign by the work to inform visitors that it is under renovation.

I have also spoken with the Founders Garden Club about planting trumpet vines by the arches. They may suggest an alternative and will get back to us after conducting some additional research.

I believe this letter correctly summarizes our conversations. Again, thank you for coming. I will keep you updated on our efforts.

Best regards,

Jeff Fleming
Director



2012 Mary Miss Letter to Jeff Fleming

MARY MISS

349 Greenwich Street 5th floor New York, NY 10013
telephone 212.966.4287 website www.marymiss.com

July 10, 2012

Jeff Fleming
Director
Edmundson Art Foundation, Inc.
4700 Grand Avenue
Des Moines, Iowa 50312-2099
P. 515-277-4405
F. 515-255-1006

Dear Jeff,

I am glad I was able to come out to see the pond project and discuss how we might proceed. As I mentioned since it is one of the few large scale permanent public project I have and the only large outdoor work I have at a museum space (the Indy Art and Nature Park project has a limited installation period) I am particularly interested in seeing it restored. I do recognize the obstacles in doing this I would like to outline some thoughts I have had.

After our meeting I spoke with a scientist I have worked closely with in Indianapolis to see if he was aware of any grants that he thought might be appropriate. He suggested that grants distributed through the Clean Water Act would be worth checking out. State 319 funds are allocated for 'best management practices' and are intended to address the maintenance of clean water and education on the subject. The way they are distributed varies from state to state but in Indiana they are for substantial amounts of money, up to a couple of million dollars for projects addressing the improvement of the water system and education. I am paraphrasing what I was told and may not have all this right.

I think it would be worth checking into this to see how they are handled in Iowa. My friend thought it may be hard to ask for funds to restore the derelict walkways around the pond but it might be possible to get funds to clean and upgrade the basins leading from Grand Ave to the pond. We might be able to add a content layer to the pond to address the educational component the grant offers. You can check out the website we did for the project in Indy (<http://flowcanyouseetheriver.org>) to see how content was handled there. I would presume that we would need to apply for such funds with the city and a science person or organization. Is there someone in the city, Department of Natural Resources or the US Geological Survey (USGS) who could help check this out? It may be worth mentioning my work in Indy to any 'water' people and that we received a NOAA grant to do the project as well as an award from the Association of State Floodplain Managers for it (just to give this suggestion some credibility).

If we were able to get funds to address part of the upgrade of the pond perhaps it would be possible to piece together funding from different sources. Also, if funds were received from a

grant it might inspire the city or others to want to see the work repaired.

There are priorities I have in the restoration of the project. For one thing I feel that it is imperative that a notice be put up that the project is in a state of restoration with an image of the original work so that people won't be misled by what they see on site. It is my preference that all damaged elements and walkways be removed. I would rather see a section of walkway removed with appropriate guard rails installed than a buckling walkway.

The 'heart' of the project and the greatest priority for replacement for me is the recessed walkway in the pond. Without that element I have always felt the work was totally incomplete.

I think there should be investigation of the use of ipe or some other certified sustainable hard wood for the walkways to give a longer life span for the wood portions of the project as they are replaced.

If it is possible to restore the project it needs to be recognized that a maintenance program (which of course implies funding) needs to be in place. A bridge, a house--any built outdoor structure, particularly in a place like Iowa, will need ongoing maintenance.

Finally I think there should be a time limit for this all to happen and that we would agree to remove the entire work if the funding for repairs is not forthcoming. It would be unacceptable for portions of the work to remain on the site.

I hope this provides a road map for moving forward with the restoration work. I really appreciate your interest in having the work whole again and I am happy to work with you to explore possible solutions.

Best wishes,

Mary

A handwritten signature in black ink, appearing to read "Mary", written in a cursive style.



2022 Conservation Priority, Midwest Art Conservation Center Outdoor Sculpture Survey



Midwest Art Conservation Center

2400 Third Avenue South Minneapolis, MN 55404

Owner: Des Moines Art Center (DMAC)

Address: 4700 Grand Avenue
Des Moines, IA 50312

Contact: Mickey Ryan, Registrar

Phone: 515-271-0314

Project No.: 22.1301.4

Artist:

Title: Outdoor Sculpture Survey

Medium:

Dimensions:

Marks:

Project Report

In late July 2022, 41 outdoor artworks in the collection of the Des Moines Art Center were surveyed by MACC Conservators Courtney Murray and Megan Randall. Though proposed as a survey of artworks installed at the Pappajohn Sculpture Park, extra time (grouping with a second project) enabled the conservators to examine sculptures on the grounds of the Des Moines Art Center and other locations.

The goal of the survey was to provide DMAC with current information about the condition of the sculptures and their treatment needs. MACC conservators completed a survey form for each artwork including condition notes and treatment recommendations; in some cases the recommended treatment is routine maintenance that may be performed by Des Moines Art Center staff who have previously undergone training in **paste waxing**, hot waxing and basic inpainting (see project 21.1301.1). In other cases, the recommendations address damage or degradation, and in a few instances where the artwork and its condition are particularly complex the recommendation is for further correspondence and research to inform treatment proposal development. Individual survey forms and extra photographs are submitted separately.

Summary of Observations

The 41 artworks surveyed here are made from a variety of material types. Since material often dictates the condition issues and treatment needs, these are summarized briefly here. The largest group of artworks are made of cast bronze (15), with large groups of painted metal (11), stone (6), and unpainted metal (5). In addition there are mixed media (2), painted fiberglass (1), and coal (1) sculptures in the group. Bronze artworks are most susceptible to corrosion and patina loss. They require regular washing and (in nearly all cases) waxing. Painted metals require regular washing and maintenance of the paint layer. Infrequently, these artworks must be fully stripped and repainted. The needs of stone artworks vary based on the type of stone, but generally they are susceptible to biological growth/staining, damage from migrating salts, and cracking or loss due to freeze/thaw cycling. Unpainted metal sculptures must be monitored for active corrosion, washed regularly, and may require larger treatment if

their surfaces become unstable.

Each artwork was assigned a conservation priority number between 1 and 4, defined as follows:

1. **Urgent Treatment:** The object requires immediate treatment or intervention in order to stabilize or arrest ongoing deterioration. The artwork may be structurally unsound, at risk for further significant damage, or represent a potential hazard to visitors/staff.
2. **Requires Treatment:** The object requires treatment to insure its stability; the treatment may be either major or minor. Sculptures with active corrosion, missing hardware, actively observed flaking, etc. are listed in this category. In addition, sculptures with deteriorated wax coatings are listed in this group.
3. **Cosmetic/Aesthetic Treatment:** The appearance of the object could be improved through cosmetic or aesthetic treatment. Poor appearance may make an object inappropriate for exhibition, or make interpretation difficult. Note that routine maintenance (e.g. washing, waxing) may be included in this category.
4. **No Treatment:** The object is in stable condition and no interventive treatment is required at this time. Included in this category is an artwork that is currently in storage.

This is the distribution of priorities within DMAC's collection. Note that this is a snapshot in time and that priorities are constantly changing based on condition.

Conservation Priority 1	7
Conservation Priority 2	12
Conservation Priority 3	18
Conservation Priority 4	4

Additionally, each artwork was given a rank by the conservators of 1 - 41, with number one being the highest priority for treatment. Within a conservation priority category however, one sculpture may have a higher ranking than a sculpture with more significant condition concerns when the treatment is seen to be particularly timely or beneficial. The rankings are based entirely on condition and give no weight to the significance or value of the sculpture.

Greenwood Pond: Double Site is ranked number one overall due to vandalism, structural hazards, and loose parts. *Nomade* by Jaume Plensa is ranked second. While repainting of the entire sculpture could wait a few years, replacement of the corroded hardware should be pursued immediately.

Conservation priority does not signify the length of the treatment. For example, *Three Cairns* is a conservation priority 1 because there are two loose stones that should be tucked in before they disappear. In general, artworks categorized as 1's have loose parts, missing parts, corroded hardware, or - in the case of the *Rondinone MOONRISE* sculptures- a paint surface that is washing off every time it rains. There are a group of bronzes in conservation priority 2 that need to be paste waxed as soon as possible; their wax coatings are heavily worn, and additional corrosion or patina loss may occur if they are not addressed.

Maintenance steps or short treatments that can be undertaken by trained DMAC staff are outlined in the Site Notes and Maintenance Recommendations section of each survey record. Conservator treatment steps are outlined in Treatment Recommendations, and -where relevant- cost estimates are provided. It is hoped that the Conservation History section of each survey record can be used as a jumping off point for DMAC Registration to develop a clear tracking system for short maintenance treatments that are being undertaken by DMAC Installations staff. This data can be helpful to build support for larger intervention, should it be necessary.

A regular maintenance schedule may be developed by grouping artworks by material type and frequency of required maintenance. MACC conservators are available to review proposed schedules.

The next four sculptures that require major repainting (barring unforeseen condition changes):

- Willy (Tony Smith)
- Nomade (Jaume Plensa)
- MOONRISE east. january 2005 (Ugo Rondinone)
- MOONRISE . east. august 2005 (Ugo Rondinone)

Two major treatments that should occur in the next five years:

- Untitled, 1994 (Ellsworth Kelly)
- Panoramic awareness pavilion (Olafur Eliasson)- consider relocation

Each survey form includes four small thumbnail images. Additional images taken during the survey will be provided along with this report.

Concurrent with the survey, two short treatments were carried out by MACC in the Pappajohn Sculpture Park. *Reclining Figure* was washed and hot waxed, and *Gymnast III* was washed and paste waxed, with a localized spot of corrosion reduced. In addition, MACC initiated treatment on a detached limb from *air gets into everything even nothing*; a separate treatment proposal will be developed for that artwork. MACC conservators will work to develop large proposals for the Kelly and the Moore in 2022.

Conservator: Courtney Murray
Date Completed: 8/4/2022
Client: Des Moines Art Center (DMAC)
Project No.: 22.1301.4

DMAC Outdoor Sculpture Survey 2022
 Midwest Art Conservation Center

COLLECTIONS OR PUBLIC RISK: Vandalism
 Hazardous Materials
 Structural Hazard

Conservation Priority: 1 **Rank:** 1

Title: Greenwood Pond: Double Site
Artist: Mary Miss
Dimensions: 6.5 acres
Location: Greenwood Pond
Materials: Mixed media: wood, galvanized steel, granite, concrete



Description: A mixed media artwork that is installed over a section of approximately 6.5 acres surrounding Greenwood Pond behind the Des Moines Art Center. The artwork consists of railings, walkways, structures, and built stone walls.

Surface:

- Abrasion/Scratches
- Accretions
- Bloom
- Coating
- Coating Loss
- Corrosion ACTIVE
- Corrosion STABLE
- Crazing/Blanching
- Dirt/Dust/Grime
- Discoloration
- Fading
- Flaking
- Graffiti
- Pitting
- Staining
- Wear

Structure:

- Brittleness/Stiffening
- Breaks
- Crack
- Deformation
- Delamination
- Dents/Gouges
- Loose Parts
- Loss of Structural Integrity
- Losses
- Missing Elements
- Previous Repair
- Spalling/Sugaring
- Tears

Notes on Conservation History

Numerous repairs have been undertaken by DMAC and the Parks department. This extensive site history should be documented clearly in the object record.

delivered to
 KB by Jay
 on 12/14

Previous Restoration:

- Stable
- UNSTABLE
- Unsightly
- Historic Repair
- Artist Repair

Biological Activity:

- Guano
- Insects
- Pests
- Mold
- Lichen
- Other Organic Growth

Site Notes and Maintenance Recommendations:

See treatment recommendations. Develop a comprehensive maintenance plan that includes regular graffiti removal, hardware checks, pump maintenance, repair or replacement of broken elements, etc.

Condition:

The artwork is in fair condition overall, with some elements in poor condition due to structural instability. A galvanized steel panel on the stepped platform adjacent to the pond is actively falling off. Stone blocks built into the hillside are missing, broken, and displaced. Hardware on the built structures is loose and/or displaced, potentially resulting in some level of structural instability. Graffiti is present, as are losses in an epoxy (est.) coating on the top surface of the galvanized railing. The sunken viewing area is flooded. Spot rusting is noted on galvanized steel elements.



Treatment Recommendations:

Treatment is required and may be undertaken by DMAC staff and/or parks staff in consultation with a conservator. It is recommended that the artwork be clearly defined and documented, with critical discussion regarding the maintenance with site stakeholders. Cost estimate below is for conservator consultation and review of protocols for long-term care of each material type.

Treatment or Maintenance Required:

- None Moderate (10-25 hours)
 Minor (<10 hours) Major (>25 hours)

Cost Estimate:

\$1600-1800

Conservator: Courtney Murray

Date: 7/27/2022



2023 Raker Rhodes Engineering Condition Review



Mike Gard
Des Moines Art Center
4700 Grand Ave
Des Moines, IA 50312

November 8, 2023

Raker Rhodes Engineering was asked to review the condition of the structural framing of the Mary Miss Art Installation at Greenwood Pond. A small group walked through the site on October 20, 2023. The group consisted of Mike Gard (Art Center), Mickey Ryan (Art Center), and myself (RRE). The art piece consists of several treated wood structures that was completed between 1989-1996 near the south and west side of the pond.

There are significant structural concerns with the boardwalk, pavilion, and wood pieces north of the pavilion. Dry rot in the wood members and connections have resulted in number of unsafe/unstable conditions. In my professional opinion, the wood has deteriorated to a point it is not feasible to replace just a few members. Total replacement with new treated wood or a more durable wood species (lpe is one option) is the best route forward. If the decision is made to rebuild the art pieces, there are a number of connection details that could be improved to prolong the life of the structure. For example, most wood columns were originally direct buried in soil resulting in accelerated decay. Raker Rhodes Engineering can help revise the original connection details to extend the life of the art pieces.

Please let us know how you would like to proceed.

Regards,

A handwritten signature in black ink, appearing to be 'JR', written over a light blue horizontal line.

John Rhodes, PE, SE





2023 Mary Miss Boardwalk Repair and Reconstruction Budget

November 10, 2023



Mike Gard
Des Moines Art Center
4700 Grand Avenue
Des Moines, IA 50312

Mary Miss Boardwalk Repair and Reconstruction Budget

As requested, we have budgeted the Work, as described above and shown on the attached scope of work document, which includes the furnishing of all labor, material, equipment, insurance, and taxes necessary to perform the work, for a **BUDGET AMOUNT** of:

Section #1: Clean/Repair at Southeast Boardwalk Section Built in 2015

NINETEEN THOUSAND THREE HUNDRED FIFTY
AND NO/100DOLLARS..... \$19,350.00

Section #2: New Structure, Boardwalk, Rail & Benches at South Cantilevered Boardwalk

ONE MILLION ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED
AND NO/100DOLLARS..... \$1,130,400.00

Section #3: New Structure with Salvaged Cumaru Boardwalk & Bench at Walk into Water

FOUR HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED TWENTY-FIVE
AND NO/100DOLLARS..... \$433,725.00

Section #4: Demo and Rebuild the Pavilion

FOUR HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED
AND NO/100DOLLARS..... \$447,100.00

Section #5: Rebuild Five Freestanding Wood Elements

TWO HUNDRED EIGHTY THOUSAND SEVEN HUNDRED
AND NO/100DOLLARS..... \$280,700.00

Section #6: New Boardwalk at North Bridge. Clean/Repair Boardwalk and Bench at Recessed Viewing Area

ONE HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED
AND NO/100DOLLARS..... \$156,200.00

Section #7: Demo and Rebuild Bird Cage Pavilion

ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED FIFTY
AND NO/100DOLLARS..... \$167,250.00

Section #8: Clean/Minor Repair of 2015 Elevated Northeast Boardwalk Bridge

SEVENTEEN THOUSAND NINE HUNDRED FIFTY
AND NO/100DOLLARS..... \$17,950.00

TOTAL FOR ALL SCOPES OF WORK

TWO MILLION SIX HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED SEVENTY-FIVE
AND NO/100DOLLARS..... \$2,652,675.00

The Standard of Excellence

Project Scope Description:

Section #1: Overall condition of structure and Cumaru installed in 2015 appears to be in excellent condition. Clean all existing boardwalk and rail areas. Tighten and readjust any loose boards.

Section #2: Demo the existing cantilevered boardwalk. Install new helical anchors along the south edge of the boardwalk and encapsulate with a concrete grade beam that is to be buried below finish grade. The concrete piers at the midpoint of the boardwalk will remain in place and be reused for a new Cumaru structure. Replace the boardwalk, rail assembly and benches with Cumaru.

Section #3: Remove and salvage the existing stone cap and all existing Cumaru boards from the boardwalk, benches, and face of retaining wall for reinstallation. Demo all existing green treat lumber structures down to the existing concrete pier foundations. Demo all 6x6 green treat free standing post markers in the water. Rebuild the structure and post markers with Cumaru. Reinstall all salvaged Cumaru boards for the boardwalk, benches, and face of retaining wall. Reinstall salvaged stone cap at retaining wall.

Section #4: Demo the existing pavilion and salvage all existing hardware. Rebuild the west pavilion, benches, and floor decking with Cumaru. Install new lighting at the underside of the roof deck. Install new tin roofing over Cumaru deck boards. Cumaru does not come in a sheathing material, so all roof decking will be made up of T&G 1x6 deck boards. We did not figure glass wall assemblies or heaters as the assumption is these would be easily damaged by the public and become a continual maintenance issue after installation. If you want the glass, doors, and heaters to be installed to match the original design exactly, please **ADD: \$90,000.00**

Section #5: Reconstruct five (5) new freestanding wood structures to match the original design documents. Each wood structure will be fully constructed out of Cumaru. New 12" x 48" concrete foundations will be installed at the base of each wood post per the original drawings. Please note it is assumed the original hardware will be provided by the Art Center for reuse to build each freestanding wood structure. No new hardware has been included.

Section #6: Replace all green treat material at the north bridge with Cumaru. Clean all existing Cumaru, repair any loose boards, and replace any missing boards in the existing Cumaru boardwalk and bench areas at the walkway to the recessed viewing area. Galvanize the existing steel plates at the bridge. The existing steel structure and guardrail will be cleaned but left in place as they are in good condition.

Section #7: Demo the existing Bird Cage Viewing Pavilion. Salvage all existing screen wall material to be reinstalled. Rebuild the structure, viewing platform and stairs out of Cumaru. Cumaru does not come in a sheathing material so the roof decking will be made up of T&G 1x6 deck boards. Install new tin roofing material and reinstall the salvaged screen walls.

Section #8: Overall condition of structure and Cumaru installed in 2015 appears to be in excellent condition. Clean all existing boardwalk and rail areas. Tighten and readjust any loose boards.

Project Specific Inclusions:

01. General supervision.
02. All new wood will be Cumaru with stainless steel fasteners.
03. Daily clean-up of all construction debris.
04. Daily supervision.

November 10, 2023

Mary Miss Boardwalk Repair & Reconstruction

neumann

Project Specific Exclusions:

01. Builders risk insurance.
02. Premium time.
03. Building permit (no permit required).
04. Soil stabilization of any kind.
05. Foundation removal, existing concrete pier foundations in the pond are assumed to be in good stable condition and will be reused.
06. Draining of the water in the pond. This will need to be done to complete the scope of work for areas #2 and #3 on the attached scope drawing.
07. New hardware at section #4, #5 & #7. Existing hardware is to be salvaged and reused with the new Cumaru wood structures.
08. Staining of any new or reused Cumaru wood. Note the new wood will be at its natural brown finish and will grey rapidly if not sealed. This was the original intent previously and is why sealing is excluded from the budget.
09. Soil Testing / Special Inspections.
10. Design Fees.
11. Landscaping.

This budget is based on prices of materials and equipment in effect as of the date of this letter.

Please note this is only a “budget” and if you would like to proceed, we would move to refine scope / pricing and put a contract in place.

Please call if we can be of any additional service or provide any additional information.

Neumann Brothers, Inc.

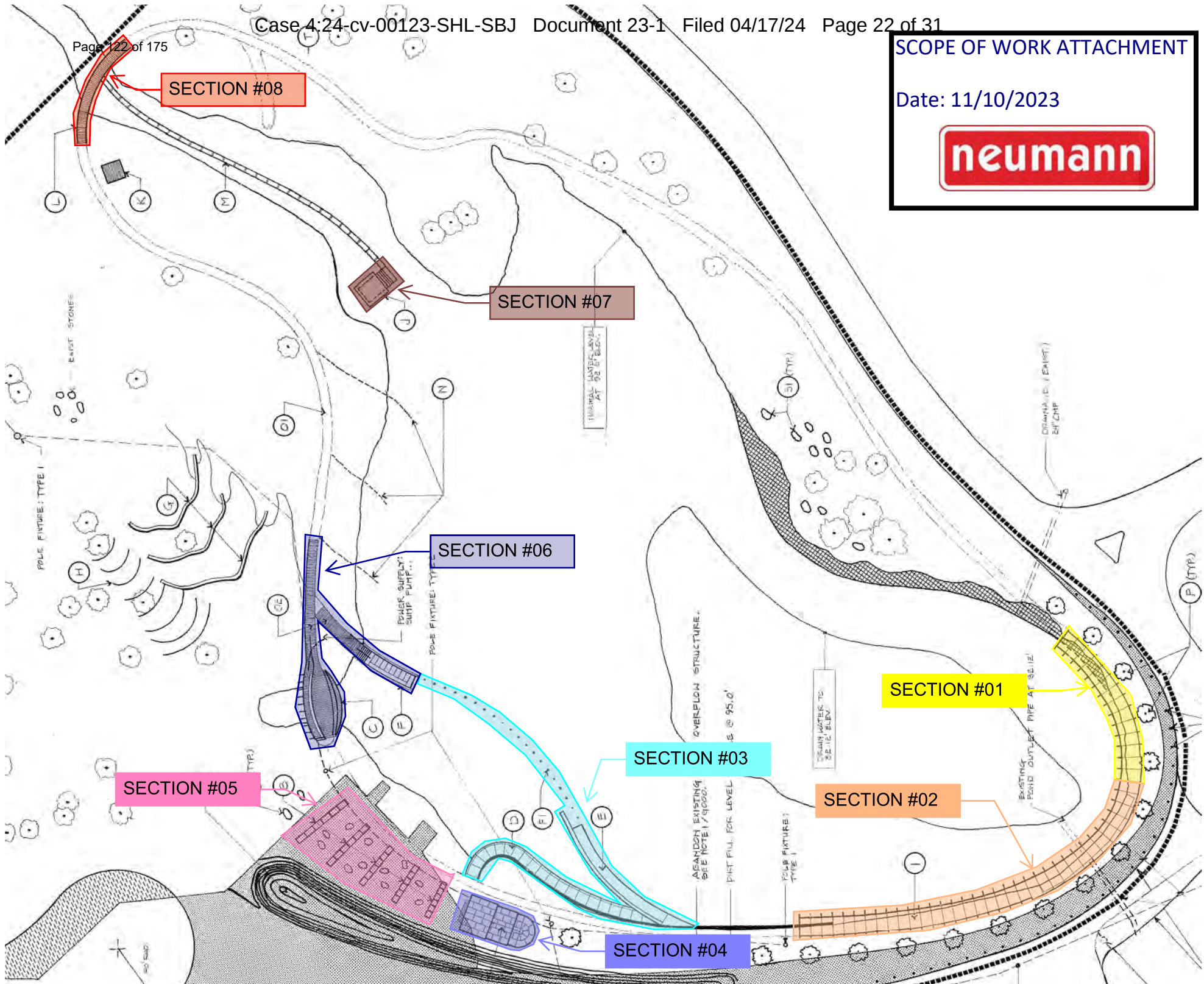


Josh Braby
Project Manager / Shareholder

jmb/dsw

SCOPE OF WORK ATTACHMENT

Date: 11/10/2023



SECTION #08

SECTION #07

SECTION #06

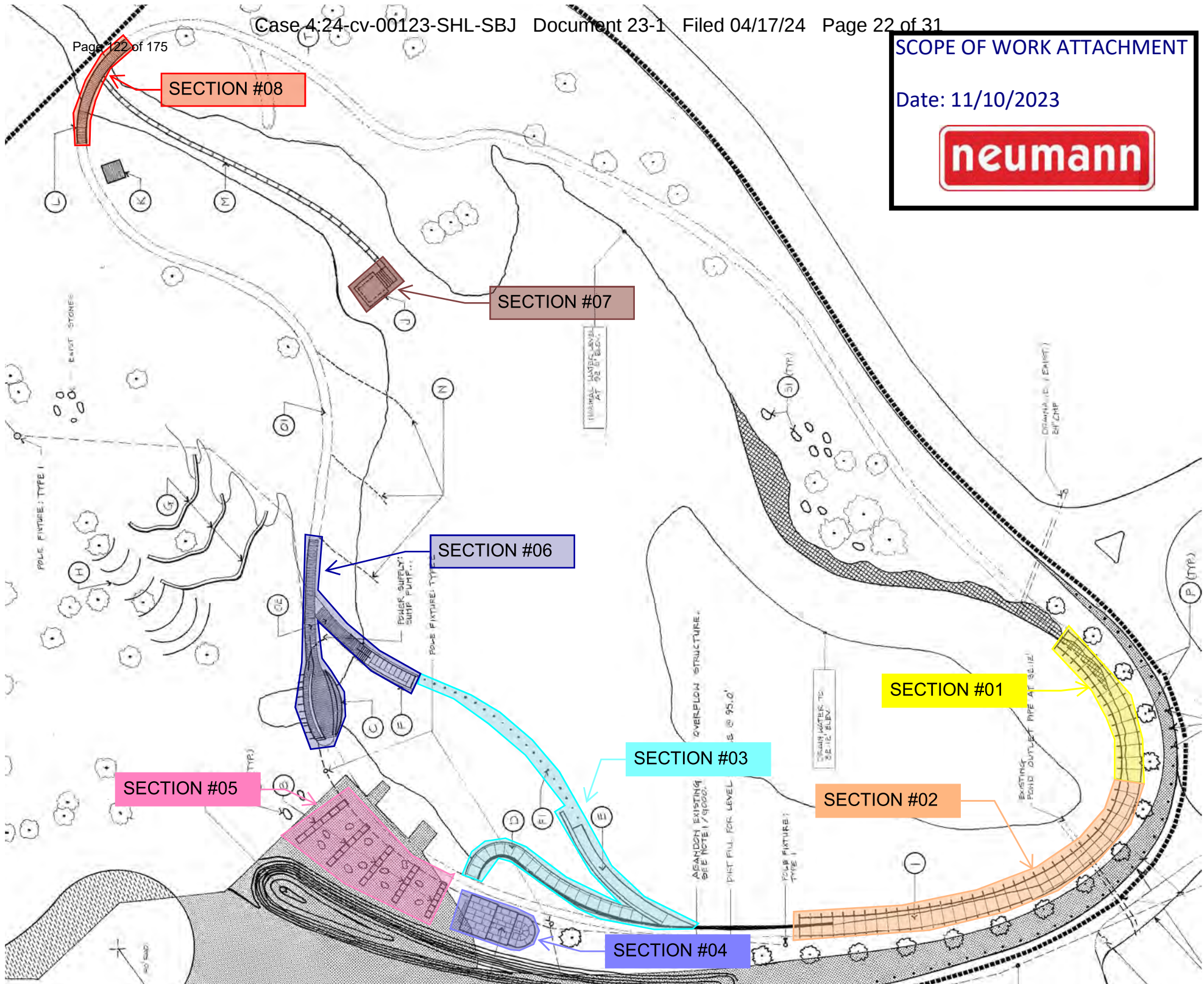
SECTION #03

SECTION #01

SECTION #05

SECTION #02

SECTION #04





2024 Raker Rhodes Engineering Condition Review

Mike Gard
Des Moines Art Center
4700 Grand Ave
Des Moines, IA 50312

February 26, 2024 (Updated)

Raker Rhodes Engineering was asked to review the condition of the structural framing of the Mary Miss Art Installation at Greenwood Pond. A small group walked through the site on October 20, 2023. The group consisted of Mike Gard (Art Center), Mickey Ryan (Art Center), and myself (RRE). The art piece consists of several wood structures that was completed between 1989-1996 near the south and west side of the pond.

There are significant structural concerns with the boardwalk, pavilion, and wood arch pieces north of the pavilion. Dry rot in the wood members and connections have resulted in number of unsafe/unstable conditions. The wood posts for the pavilion and the arches appeared to be direct contact with the soil which is not ideal even for treated wood. A number of these posts for the arches have completely rotted away. The wood arches were leaning noticeably, and the arches could be moved approximately 12" laterally with minimal effort from one person from the ground level. The post bases for the pavilion show significant deterioration at the soil level on the west side.

The boardwalk on the south side of the pond is also in extremely poor condition (See Figure 2). The structure consists of wood beams that cantilever over a pond wall and are held down with hold down rods buried in the soil. Portions of the boardwalk have moved vertically over 4" resulting in an uneven walking surface. This appears to be the result of deterioration at the tension ties connections on the south side of the boardwalk (See Figure 3). The original detail allowed for water to be trapped in the recessed hole for the tension rod and washer accelerating decay. It is unlikely the structure would support the required 100 psf assembly live loading. The wood guardrail above the pond also not meet Code driven load requirements and moves laterally with minimal effort.

In my professional opinion, the wood has deteriorated to a point it is not feasible to replace just a few members for the wood arches and the boardwalk. Further investigation is required for the columns of the pavilion. The recommendation was to close off access to these structures to the public due to life safety/liability issues. It is unclear what type of wood was originally used but it has reached the end of its useful life. A life span of roughly 30 years for wood fully exposed to the elements is not unreasonable. If the decision is made to rebuild these structures there are a number of material and connection details that could be improved to extend the useful life. We would be happy to help with these details if necessary.

Let us know how you would like to proceed.

Regards,

John Rhodes, PE, SE

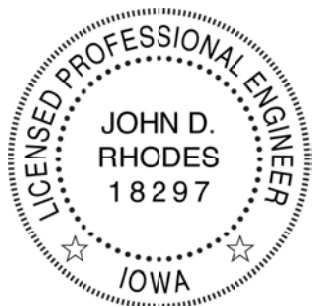




Figure 1. Wood arches north of the pavilion.



Figure 2. Condition of the boardwalk.



Figure 3. Condition of a boardwalk hold down.



2024 Condition Report



CONDITION REPORT

Mary Miss (American, born 1944)

Greenwood Pond: Double Site, 1989–1996

Mixed media: wood, galvanized steel, cement, and granite 6.5 acres

Commissioned by the Des Moines Art Center with funds from the National Endowment for the Arts, Melva and Martin Bucksbaum, Carolyn and Matthew Bucksbaum, City of Des Moines, Des Moines Founders Garden Club, Herbert Lewis Kruse Blunck Architecture, George Milligan Memorial, Judy Milligan McCarthy, The Nathan Cummings Foundation, Norwest Banks N.A, Louise Noun, The Andy Warhol Foundation for the Visual Arts, The Science Center of Iowa, and McAninch Corporation, 1996.20



This report documents the condition of *Greenwood Pond: Double Site*, 1989–1996 in February 2024. All photos are provided by the DMAC's Registration Department between October 2023–February 2024.

After several in-depth physical examinations, I have come to the conclusion that *Greenwood Pond: Double Site* is no longer viable without a complete reconstruction utilizing weather-appropriate materials, as well as increased funding and specialized staff. This report documents the decaying and weather-worn condition of the wood structures of each artist-designed element, as well as the need for reworked pump systems (Recessed Walkway).

Examiner: Mickey Ryan, Director of Registration and Collections Management

Date: 02.26.2024

A. Pavilion with Metal Roof



On October 2023, this element was determined to be structurally unsafe by John Rhodes, a structural engineer hired by the DMAC. On the same day a temporary fence was constructed. The current fencing was constructed the following week.

Several hardware elements of the Pavilion are missing, there are large gaps where the wood once joined, and the wood is cracking and unstable, often with dry rot. The wood posts are in direct contact with the soil, which has exacerbated the dry rot and structural integrity of the pavilion. None of the lights in the structure work. Details on following pages.

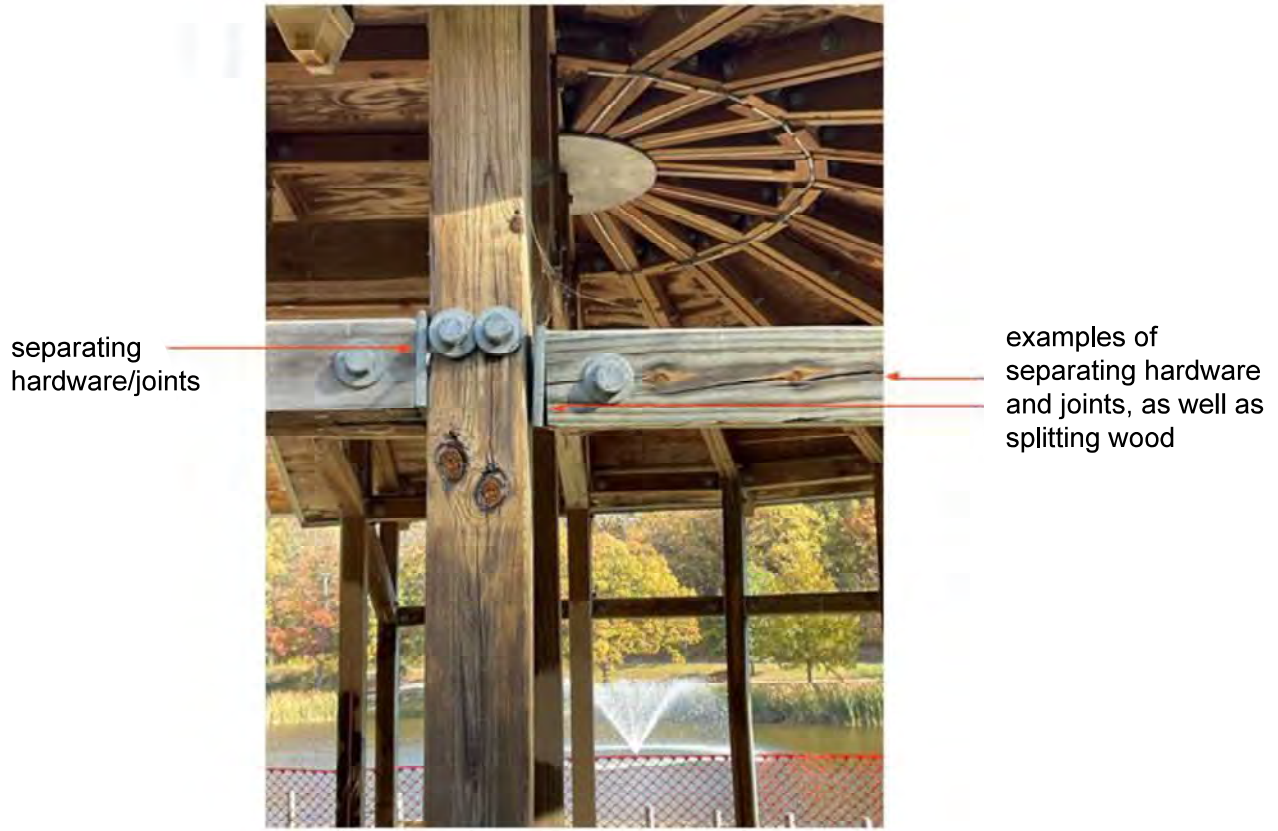
A. Pavilion with Metal Roof



A. Pavilion with Metal Roof



A. Pavilion with Metal Roof



A. Pavilion with Metal Roof



Dry rot (fungal decay) of Pavilion posts

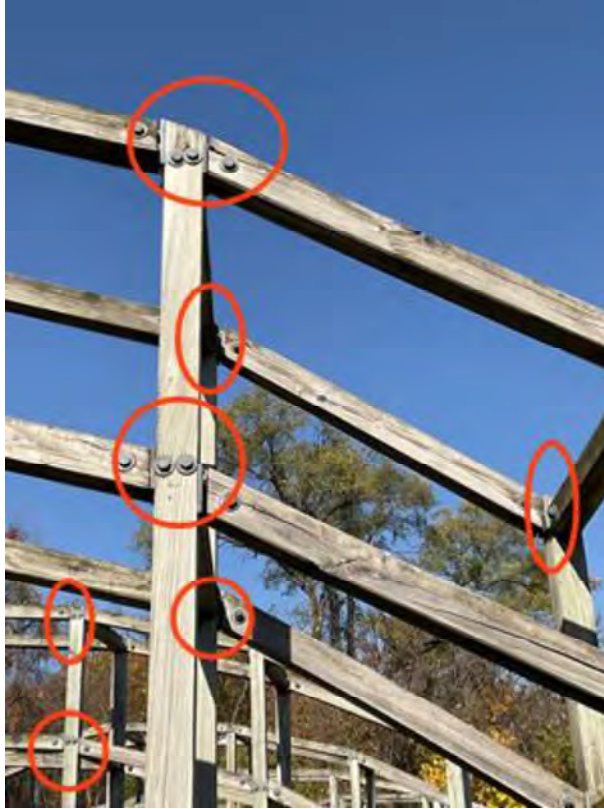
B. Free Standing Wood Elements



Missing hardware, separating joints, wood loss and cracking, and extreme dry rot (fungal decay), especially at the bottom of support beams. The posts were in direct contact with soil, which exacerbated the condition. Per the report provided by John Rhodes, Structural Engineer, on February 26, 2024, "The wood arches were leaning noticeably, and the arches could be moved approximately 12" laterally with minimal effort from one person from the ground level." Details of damage below and on following page.

On October 2023, this element was determined to be structurally unsafe by John Rhodes, a structural engineer hired by the DMAC. On the same day a temporary fence was constructed. The week of October 23, the elements were deinstalled. The wood was disposed of, but the hardware was kept and stored at the DMAC.

B. Free Standing Wood Elements



B. Free Standing Wood Elements



Loose hardware, separating joints, general wood losses, cracking, and dry rot. The images on this and the following page show the condition of the bottom of the support beams. Some of the structures were leaning and could easily be pushed over.

B. Free Standing Wood Elements



B. Free Standing Wood Elements



DMAC Director of Facilities and Lead Facilities Manager deinstalling the freestanding structures, October 2023.

C. Bridge



Wear, decay, and loss of wood elements on the bridge. Metal components rusting.

C. Bridge



missing element

C. Bridge

loss of wood
plank



C. Bridge



Wear, decay, and loss of wood elements on the bridge. Metal components rusting.

C. Bridge



Visible warping, wear and decay, cracking, and losses of wood approaching the bridge.

D. Low Wood Walkway Above Water



Inherent wear, warping, and decay of wood on walkway.

D. Low Wood Walkway Above Water

loss of
wood
plank



D. Low Wood Walkway Above Water



D. Low Wood Walkway Above Water



Inherent wear, warping, and decay of wood on walkway.

D. Wood Walkway Descending into Water



Inherent wear, decay, wear, and discoloration of wood.

E. Wood Walkway Descending into Water



missing element

E. Wood Walkway Descending into Water



Missing elements, inherent wear, decay, wear, and discoloration of wood.

E. Wood Walkway Descending into Water



Inherent wear, decay, wear, and discoloration of wood.

F. Walkway Recessed into Water



missing
plank

The recessed walkway is persistently underwater. As a result, the DMAC fenced off this element October 20, 2023, as a safety measure. The presence of pond water has caused a layer of pond growth (algae) to grow and collect on the surface. There is also a plank missing from the bench.

F1. Post Markers in Water



Inherent wear, decay, wear, and discoloration of wood.

F1. Post Markers in Water



Inherent decay of wood markers in water.

F1. Post Markers in Water



missing element

F1. Post Markers in Water



Missing element, inherent decay of post markers in water.

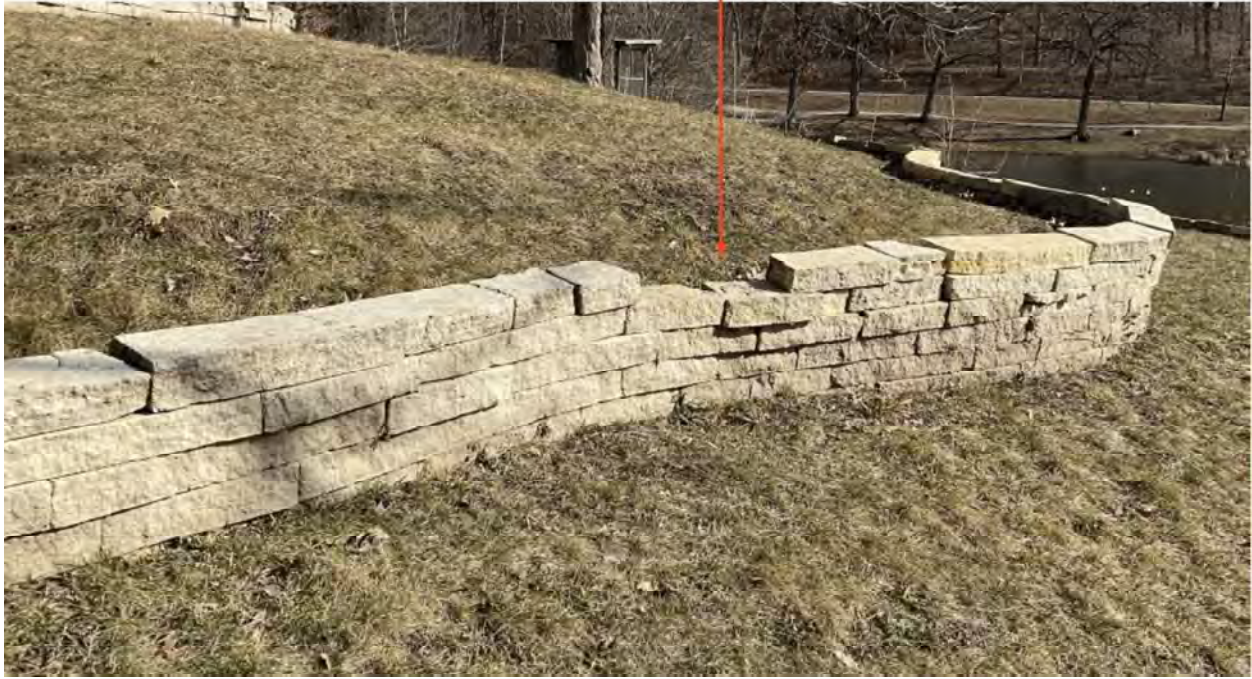
G. Retaining Wall for Earth Terraces



Retaining wall has many loose stones, stones that are out of place, as well as missing stones.

G. Retaining Wall for Earth Terraces

two missing stones



G. Retaining Wall for Earth Terraces



Retaining wall has many loose stones, stones that are out of place, as well as missing stones.

H. Steps



I. Overhanging Wood Walkway



On October 20, 2023, the Overhanging Wood Walkway was also closed due to safety concerns. The cantilevered bridge is warping and sagging due to dry rot and general wood decay. There are also missing wood elements.

According to John Rhodes, Structural Engineer, in his February 26, 2024, report to the DMAC, "Portions of the boardwalk have moved vertically over 4" resulting in an uneven walking surface. This appears to be the result of deterioration at the tension ties connections on the south side of the boardwalk."

I. Overhanging Wood Walkway



Inherent wear, warping, decay, and discoloration of wood.

I. Overhanging Wood Walkway



I. Overhanging Wood Walkway



Inherent wear, warping, decay, and discoloration of wood.

I. Overhanging Wood Walkway



J. Viewing Pavilion



J. Viewing Pavilion



J. Viewing Pavilion



Detail of loss on first landing.

J. Viewing Pavilion



Detail of wood condition.

J. Viewing Pavilion



Presence of graffiti over all the interior of pavilion.

K. Wooden Platform



The original wood platform was removed at some point and not returned or replaced. The current location is unknown. This photo represents the location of the platform.

L. Elevated Wood Walkway



L. Elevated Wood Walkway



M. Steel Grate Walkway



M. Steel Grate Walkway





Letter of Support from Acquisitions and Collections Committee Chair



Dear Des Moines Art Center Acquisitions and Collections Committee and Board of Trustees,

As the Chair of the Acquisitions and Collections Committee, I regret that I will be unable to attend the meeting on Tuesday, February 27th, 2024. However, in my absence, I am writing a letter of support for the deaccessioning of Mary Miss's *Greenwood Pond: Double Site*.

Per the recommendation to deaccession letter, there are multiple issues that are prompting this outcome, and the Des Moines Art Center is following the guidelines set out by the American Association of Museum Directors (AAMD) in this process.

As Chair of the Committee, I am available for teleconference discussions with any members that have a desire to discuss this topic. However, as previously stated, I am in full support of the Art Center's recommendation to deaccession this work.

Warmest personal regards,

A handwritten signature in black ink, appearing to read 'KJ Krause'.

Kyle J. Krause