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Date August 25, 2014

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
WITH THE ROOSEVELT CULTURAL DISTRICT AND LETTER OF SUPPORT
FOR THE IMPLEMENTATION OF THE 42ND STREET STREETScape PROJECT**

WHEREAS, on August 10, 2009, by Roll Call No. 09-1456, the City Council approved the General Guidelines for City-Assisted Streetscape Projects (“General Guidelines”) to establish a framework for planning and implementing a neighborhood commercial streetscape project when the City of Des Moines has been requested to provide funding for such project; and

WHEREAS, on September 9, 2013, by Roll Call No. 13-1400, the City Council approved the Roosevelt Cultural District (RCD) Streetscape Concept Plan that was prepared by Bolton & Menk, Inc., pursuant to the General Guidelines and the Professional Services Agreement approved on November 5, 2012, by Roll Call No. 12-1682; and

WHEREAS, the Streetscape Concept Plan calls for improving the 42nd Street corridor from Center Street to Crocker Street, including increasing pedestrian and vehicular safety, creating a strong sense of place through branding for the District, design cues that tie into the unique architecture of the area, incorporation of public art, and “greening” the corridor with street trees and landscaping; and

WHEREAS, the RCD is the organization that functions as the business association for the 42nd Street corridor and represents the common interest of the businesses and property owners within the District; and

WHEREAS, the City of Des Moines and the RCD have negotiated, and the RCD has approved and executed, a Memorandum of Understanding (MOU) for the implementation of the 42nd Street Streetscape Project, as on file in the office of the City Clerk, in order to identify the roles and responsibilities of each entity and to establish expectations for public and private fundraising so that the Project may be successfully implemented in accordance with the General Guidelines, which MOU includes, among other terms, the requirement that the RCD will lead private fundraising efforts to secure \$700,000 for final design and construction of the Project, and the acknowledgement that any City funding, design and engineering contracts, construction contracts, and a self-supported municipal improvement district (SSMID) ordinance needed for the Project will be submitted to City Council for approval separately from the MOU; and

WHEREAS, the RCD has already begun the private fundraising process and intends to submit a grant application to the Iowa Great Places Program, and, if awarded, the Iowa Great Places grant funds would be applied as part of the RCD’s private match for the construction phase of the 42nd Street Streetscape Project; and

WHEREAS, the Iowa Great Places Program review criteria used to evaluate and select funding applications requires letters of support from public and private entities, and the Iowa Department of Cultural Affairs is currently soliciting letters of intent from applicants seeking designation as a new Iowa Great Place and funding for eligible infrastructure projects for FY 2015, and the MOU and letter of support, provided by the City to the RCD, will be used by the RCD to demonstrate the City’s support for Iowa Great Places review purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that:

1. The Memorandum of Understanding between the City of Des Moines and the Roosevelt Cultural District for the Implementation of the 42nd Street Streetscape Project, as on file in the office of the City Clerk, is hereby approved.

Date August 25, 2014

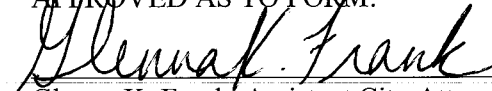
2. The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City of Des Moines, and the City Manager and his designee(s) are authorized and directed to administer the the Agreement.

3. The City Manager is hereby authorized and directed to provide a letter of support for the 42nd Street Streetscape Project, as on file in the office of the City Clerk, to the Roosevelt Cultural District for the District's use in the Iowa Great Places application process.

(Council Communication No. 14-416)

Moved by _____ to adopt.

APPROVED AS TO FORM:



 Glenna K. Frank, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GATTO				
GRAY				
HENSLEY				
MAHAFFEY				
MOORE				
TOTAL				

MOTION CARRIED

APPROVED

 Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

 City Clerk



August 25, 2014

David Schmitz
Iowa Great Places Program Coordinator
Iowa Department of Cultural Affairs

Re: Iowa Great Places Program – Roosevelt Cultural District’s LOI & Application for the
42nd Street Streetscape Project

Dear Mr. Schmitz:

I would like to express the City of Des Moines’ support for the Roosevelt Cultural District’s application for funding to the Iowa Great Places Program. We believe that the 42nd Street Streetscape Project and ongoing renovation of the Des Moines Playhouse will collectively strengthen the Roosevelt Cultural District as a hub for arts, culture, education, and retail shopping in this unique and diverse neighborhood. This project matches the goals and vision of not only the Iowa Great Places program but also the Des Moines City Council’s goals for strengthening community assets and neighborhood commercial districts.

As you well know, projects like these do not happen on their own or without the participation of a number of stakeholders. The Roosevelt Cultural District and Des Moines Playhouse have done a phenomenal job of bringing together community leaders from the City of Des Moines, Polk County, the surrounding Neighborhood Associations, Des Moines Public Schools, and the business community to provide input on how to improve the area. There is a great deal of momentum and support behind the project due in large part to the ongoing efforts of the Roosevelt Cultural District.

Des Moines is proud to support the Roosevelt Cultural District’s application for funding to the Iowa Great Places Program. We look forward to seeing the improvements along 42nd Street and the boost that it will provide to the community and region.

Sincerely,

Larry Hulse
Interim City Manager

MEMORANDUM OF UNDERSTANDING
Between the City of Des Moines and the Roosevelt Cultural District
For the Implementation of the 42nd Street Streetscape Project

This Memorandum of Understanding (MOU) establishes cooperation between the City of Des Moines (City) and the Roosevelt Cultural District (RCD) in relation to the final design and implementation of the 42nd Street Streetscape Project (Project). The conditions of the MOU are based upon the General Guidelines for City Assisted Streetscape Projects adopted by the Des Moines City Council.

WHEREAS, on June 11, 2012, by Roll Call No. 12-0862, the Des Moines City Council authorized the City Manager to proceed with a request for proposals for professional services for conceptual design of the Roosevelt Cultural District Streetscape; and

WHEREAS, on November 5, 2012, by Roll Call No. 12-1682, City Council approved a Professional Services Agreement between the City of Des Moines and Bolton & Menk, Inc., for conceptual design services for the Roosevelt Cultural District Streetscape; and

WHEREAS, on September 9, 2013, by Roll Call No. 13-1400, City Council approved the Roosevelt Cultural District Streetscape Concept Plan; and

WHEREAS, on November 18, 2013, by Roll Call No. 13-1776, City Council authorized submittal by City staff of Federal Surface Transportation Program (STP) and Transportation Alternatives Program (TAP) Fund FY 2018 applications to the Des Moines Area Metropolitan Planning Organization (MPO), including funding for the Project; and

WHEREAS, the City and RCD now propose to enter into this MOU to pursue final design and construction of the Project.

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

I. Purpose

The purpose of the MOU is to establish expectations for proceeding through the implementation steps to finalize and construct the Project improvements. This MOU provides each partner with a clear set of expectations for the sharing of costs among the City and RCD. The MOU identifies what is expected of the City, the RCD, neighborhood stakeholder group(s), and the benefited commercial business district through Project implementation.

II. Project Scope

The scope of the Project begins at Crocker Street on the north and extends south along 42nd Street to I-235, including the intersections at Crocker Street, Chamberlain Avenue, Rollins Avenue, and Center Street (collectively "Project Area"). In addition to streetscape

enhancements in the Project Area, a traffic signal will be added at the intersection of 42nd Street and Crocker Street, and the traffic pattern and on-street parking arrangement on Chamberlain Avenue immediately to the west of 42nd Street will be reconfigured. The streetscape enhancements within the Project Area may include but are not limited to changes to the travel lanes, sidewalks and street crossings, parking reconfiguration, street trees, at-grade landscape beds, flower planters, benches, bike racks, trash receptacles, and enhanced street lights, as to be determined by the final design of the Project. The cost sharing responsibilities of the Project's streetscape elements are further detailed in the General Guidelines for City Assisted Streetscape Projects adopted by the Des Moines City Council.

III. Responsibilities

The City of Des Moines intends to:

- Appropriate public funds from the Capital Improvement Program (CIP) for future design and construction of the Project;
- Administer public grant funding that will be secured for the design and construction of the Project, including but not limited to MPO TAP/TE funds and Iowa Department of Transportation Traffic Safety Funds. In the event that a granting agency were to reduce or eliminate any or all of the grant funding, the City of Des Moines reserves the right to reduce the Project scope or cancel the Project;
- Secure and administer contracts with design and engineering consultants for the final design of the Project, and maintenance plan for the Project, to be initially based on the Roosevelt Cultural District Streetscape Concept Plan as approved by the Des Moines City Council on September 9, 2013, by Roll Call No. 13-1400;
- Secure and administer contracts with construction contractor(s) for Project construction;
- Keep the RCD informed on the Project and conduct public meetings as necessary throughout the duration of the Project;
- Prepare the legal documentation and petition forms intended to establish a self-supported municipal improvement district (SSMID) in the Project Area prior to Project bid letting for construction, and approve the SSMID by City Council ordinance.

The parties hereto agree and acknowledge that the afore-listed actions by the City, and any other actions to be undertaken by the City, are subject to separate approval and/or direction by resolution of the Des Moines City Council. This MOU is not intended to approve the City's undertaking of the above-stated actions, or to bind the City or City Council to approve the above-stated actions, unless and until said actions are separately approved and/or directed by Council resolution. In the event that any or all of the above-stated actions are not separately approved and/or directed by Des Moines City Council resolution, either party may terminate this MOU by providing written notice to the other party.

The Roosevelt Cultural District (RCD) shall:

- Lead fundraising efforts to secure the target private funding match of \$700,000. Fundraising expectations are further defined in Section IV below;

- Assist City staff in the petition process to establish a self-supported municipal improvement district (SSMID) in the Project Area prior to construction;
- Promote the Project and its benefits to residents, businesses, property owners, community stakeholders, and media outlets;
- Assist City staff and consultant team to arrange, organize, and promote public meetings on the Project, including but not limited to securing meeting space and promoting the meeting date, time, place, and purpose;
- Keep Project Area businesses, property owners, and residents informed and updated on the progress throughout the duration of the Project;
- Provide at least three participants on the Project's Stakeholder Committee for the final design phase to advise the City and the consultant on decisions related to the Project.

IV. Project Costs & Funding Expectations

The RCD will direct its own fundraising efforts in order to meet its target fundraising amounts as stated herein. The RCD will collect monetary donations and/or grant funds, which will be used by the City for final design and Project construction. Final design and construction of Project improvements will not commence until the target private funding for each phase of the Project has been paid in full to the City's Finance Department, unless otherwise agreed upon in writing by City Council resolution and by the RCD. The funding required for each phase of the Project is further outlined below.

Private real property donations that are necessary for the Project are also acceptable from willing property owner(s) and shall be considered part of the RCD's private contribution. Private real property donations will be counted dollar-for-dollar as a monetary donation by the RCD based on the fair market value for the land as determined by the City's Engineering Department. Any private real property donations made for the Project will be transferred directly from the property owner to the City, in form approved by the City Real Estate Division. Monetary pledges will not be counted toward the target private fundraising amount until collected. Improvements made on private real property that contribute to the Project will be counted toward the target private fundraising amount upon completion thereof. The RCD will deliver all monetary donations to the City upon reaching the target fundraising goal for each Project phase. If the RCD and/or the City do not meet their respective fundraising goals, and both parties determine that some or all of the money raised by the RCD will not be necessary for the Project, either party may terminate this MOU by providing written notice to the other party and the RCD may return its remaining funds to those donors requesting a refund, after payment of any outstanding costs owed under this MOU. Notwithstanding the foregoing, the RCD shall not be allowed to unilaterally terminate this MOU or its obligations stated herein after the City has awarded the construction contract to the Project contractor.

The City will contribute any and all public grant funds that it has previously secured for the Project toward design and construction, including the Capital Improvement Program (CIP) funds, to meet the target public funding amount. No more than one-half of the RCD's private fundraising target may be met using funds contributed directly by Polk County. All other

sources specifically designated and restricted for the Project shall be considered private donations and deemed part of the RCD's fundraising.

The following table outlines the Project costs, grant funding, as well as the public and private funding expectations for the Project. A complete cost estimate breakout is included as Attachment A.

Project Costs	Final Design Phase*	Construction Phase**	TOTAL
➤ <i>Base project</i>	\$181,000		\$1,388,000
➤ <i>Mid-American Energy</i>	\$12,000	\$1,207,000	\$300,000
➤ <i>Private improvements</i>	\$1,100	\$288,000	\$8,300
		\$7,200	
Public Contribution (City)	\$0	\$996,300	\$996,300
Private Contribution (RCD)	\$194,100	\$505,900	\$700,000

*includes design & engineering costs

**includes construction costs & 20% contingency

In the event that the construction contract award price of the lowest responsible, responsive bidder, as determined by the City, exceeds the estimates stated above, either party may terminate this MOU by providing written notice to the other party and the RCD may return any of its remaining funds to those donors requesting a refund, after payment of costs owed under this MOU, or the parties may agree by written amendment hereto to cost-sharing for the additional expense.

V. Anticipated Project Timeline

August 25, 2014	Memorandum of Understanding (MOU) approved and signed
September 22, 2014	Private funds due for final design phase
September 22, 2014	Consultant design agreement approved
October 2014 – July 2015	Design
August 2015	Public meeting
September 2015 – May 2016	Right-of-way acquisition
June 2016 – March 2017	Utility Relocation
July 2016	Submittal of maintenance plan by RCD; SSMID approval by City Council
August 2016	Final plan submittal to IDOT
November 1 st , 2016	Private funds due for construction phase
November 2016	IDOT letting
December 2016	Contract award
April – November 2017	Construction

VI. Duration of the Memorandum of Understanding

The MOU will be effective until the completion of the Project construction and acceptance of Project improvements by resolution of the Des Moines City Council. The above-stated timeline provides an anticipated process for design and construction implementation of the Project. Circumstances may arise throughout the course of the Project that could alter the anticipated timeline. This MOU may be terminated as specifically set forth herein, or may be terminated by mutual agreement of the parties hereto through formal action by the governing board of the RCD and resolution of the Des Moines City Council.

VII. Partnership Officers

The persons listed below will serve as the partnership representatives to coordinate the activities of each organization in carrying out this MOU, and to provide notices as set forth in this MOU:

<u>City of Des Moines</u>	<u>Roosevelt Cultural District (RCD)</u>
Larry Hulse Interim City Manager 400 Robert D. Ray Drive Des Moines, IA 50309	Susan Noland President 831 42 nd Street Des Moines, IA 50312

VIII. Authorization

On behalf of the organization I represent, I have the authorization to sign this MOU.

Larry Hulse
Interim City Manager
City of Des Moines

Date

APPROVED AS TO FORM:
Glenn K. Frank
Assistant City Attorney

Susan Noland

Susan Noland
Roosevelt Cultural District
President

8-13, 14

Date