

**Date** August 19, 2019

RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH SWAPS CASH, LLC (LINCOLN AND LISA MCILRAVY) FOR THE CONSTRUCTION OF A NEW 6-STORY, 112 ROOM ELEMENT HOTEL PROJECT LOCATED AT 304 EAST WALNUT STREET, AND APPROVING PROPOSED CONCEPTUAL DEVELOPMENT PLAN

WHEREAS, on April 8, 2019, by Roll Call No. 19-0557, the City Council approved preliminary terms of agreement with Swaps Cash, LLC, represented by Lincoln and Lisa McIlravy, Members, ("Developer"), for construction of a new 6-story, 112 room Element Hotel on a vacant half block site at 304 E. Walnut Street, also known as 333 East 3<sup>rd</sup> Street, which is expected to include at least 2,000 square feet of ground level commercial retail space for lease on East Walnut Street and approximately 63 parking stalls within a second floor covered ramp and the use of at least 32 leased stalls within the existing parking ramp located at 240 East Walnut Street (collectively the "Improvements" or "Project"), at an estimated total project cost of \$21,500,000, subject to receipt of the financial assistance identified below; and

**WHEREAS**, pursuant to Roll Call No. 19-0557, the City Council directed the City Manager to proceed with negotiation of a development agreement with Developer for said Project; and

WHEREAS, the City Manager has negotiated an Urban Renewal Development Agreement (the "Development Agreement") with the Developer, whereby the Developer has agreed to construct the Project, in accordance with a City-approved site plan and the Conceptual Development Plan, and subject to terms including restrictions on hours of construction such that any construction work exceeding minimum City sound ordinance requirements shall end at 7:30 p.m. on weekdays and at 9:00 p.m. on weekends, and a construction commencement date no earlier than September 23, 2019; and

WHEREAS, the proposed Development Agreement and the Conceptual Development Plan related thereto are on file and available for inspection in the office of the City Clerk; and

WHEREAS, the proposed Development Agreement provides that in consideration of the undertakings by Developer, the City shall provide economic development assistance for redevelopment of the Property in the form of an Economic Development Grant to be paid in installments over 10 years after completion of the Improvements, with the installment(s) due in fiscal years 1-5 being in an amount equal to eighty-five percent (85%) of the tax increment revenue generated by the Improvements in that fiscal year exclusive of the land, and the installment(s) due in fiscal years 6-10 being in an amount equal to eighty percent (80%) of the tax increment revenue generated by the Improvements in that fiscal year exclusive of the land, and excluding tax levy and taxes generated by the Downtown Des Moines Self-Supported Municipal Improvement District, with the total amount of all installments to be capped at \$2,000,000; and

WHEREAS, at its meeting on July 2, 2019, a consensus of the members present of the Urban Design Review Board voted in support to recommend approval of final design as proposed by the Developer and set forth in the Conceptual Development Plan attached to the Development Agreement, and approval of financial assistance as set forth above and in said Agreement.



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

1. The City Council hereby makes the following findings in support of the proposed Development Agreement with Swaps Cash, LLC:

a. Developer's obligations under the Development Agreement to construct the Project furthers the objectives of the Metro Center Urban Renewal Plan to preserve and create an environment which will protect the health, safety and general welfare of City residents, and to maintain and expand taxable values and employment opportunities within the Urban Renewal Project Area.

b. The economic development incentives for the development of the Project are provided by the City pursuant to the Urban Renewal Law and Chapter 15A of the Code of Iowa, and Developer's obligations under the Agreement to construct the Improvements will generate the following public gains and benefits: (i) it will advance the improvement and redevelopment of the Urban Renewal Project Area in accordance with the Urban Renewal Plan; (ii) it will establish conditions which attract further new investments and prevent the recurrence of blight and blighting conditions; and (iii) it will further the City's efforts to retain and create job opportunities within the Project Area which might otherwise be lost.

c. The construction of the Project is a speculative venture and the construction and the construction and resulting benefits would not occur without the economic incentives provided by the Development Agreement.

- d. The redevelopment of the Property pursuant to the Development Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the Project has been undertaken, and warrant the provision of the economic assistance set forth in the Agreement.
- 2. The Urban Renewal Development Agreement between the City and Swaps Cash, LLC, and the Conceptual Development Plan attached thereto, both as on file in the office of the City Clerk, are hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Des Moines.
- 3. The Economic Development Director or her designee are directed to submit a copy of the fully executed Development Agreement to the Finance Department for purposes of required Electronic Municipal Market Access disclosure filings.
- 4. Upon requisition by the City Manager or the City Manager's designee, the Finance Department shall advance the installments on the Economic Development Assistance pursuant to Article 4 of the Development Agreement.
- 5. The City Manager or his designees are hereby authorized and directed to administer the Development Agreement on behalf of the City, and to monitor compliance by the Developer with the

Date August 19, 2019

terms and conditions of the Agreement. The City Manager is further directed to forward to City Council all matters and documents that require City Council review and approval in accordance with the Agreement.

(Council Comm. No. 19-377)

MOVED BY	TO ADOPT.

APPROVED AS TO FORM:

Glenna K. Frank, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
BOESEN				
COWNIE				
COLEMAN				
GATTO				
GRAY				
MANDELBAUM				
WESTERGAARD				
TOTAL				
MOTION CARRIED	•	APPROVED		

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.

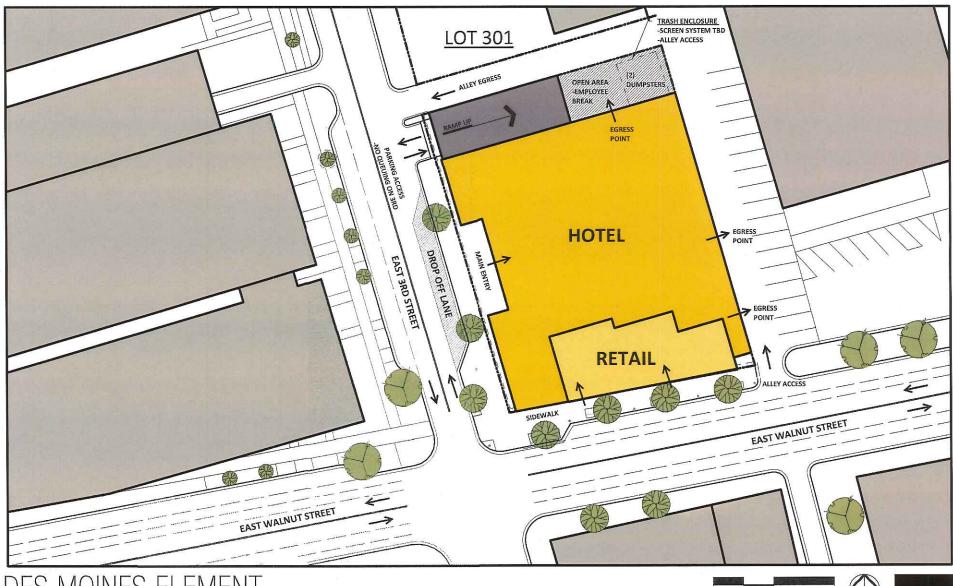
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

	City Cl	
9	CITY CI	erk



URBAN DESIGN REVIEW
06/10/19 | JLG 18018 | © 2018 JLG ARCHITECTS





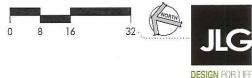
SITE DEVELOPMENT PLAN







FIRST FLOOR PLAN
06/10/19 | JLG 18018 | © 2018 JLG ARCHITECTS





SECOND FLOOR PLAN









#### **BUILDING STATISTICS**

TOTAL GUESTROOMS: 112 SECOND FLOOR: 0 THIRD FLOOR: 31 FOURTH FLOOR: 31 FIFTH FLOOR: 25 SIXTH FLOOR:

TOTAL PARKING COUNT: 95 BELOW GRADE:

35 GUEST/28 VALET SECOND FLOOR:

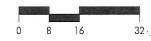
\*LEASE PARKING:

\*OFF SITE LEASE PARKING AGREEMENT WITH STAYBRIDGE SUITES (ADJACENT PROPERTY)

### DES MOINES ELEMENT

THIRD-FOURTH FLOOR PLANS

06/10/19 | JLG 18018 | © 2018 JLG ARCHITECTS







**DESIGN FOR LIFE** 



#### **BUILDING STATISTICS**

TOTAL GUESTROOMS:	112
SECOND FLOOR:	0
THIRD FLOOR:	31
FOURTH FLOOR:	31
FIFTH FLOOR:	25
SIXTH FLOOR:	25
TOTAL PARKING COUNT:	95
BELOW GRADE:	0
SECOND FLOOR:	35 GUEST/28 VALET
*LEASE PARKING:	32
*OFF SITE LEASE PARK	ING AGREEMENT WITH
STAYBRIDGE SUITES (A	ADJACENT PROPERTY)

### DES MOINES ELEMENT

FIFTH-SIXTH FLOOR PLANS

06/10/19 | JLG 18018 | © 2018 JLG ARCHITECTS







**DESIGN FOR LIFE** 





FRONT (WEST) ELEVATION







SIDE (SOUTH) ELEVATION









REAR ALLEY (EAST) ELEVATION







SIDE ALLEY (NORTH) ELEVATION







124 Morth Third Street Grand Tests, Ut 52201 phone 20174 E1777 Scottlie 7017451702 www.ligeoffsect.com copyright © 3017



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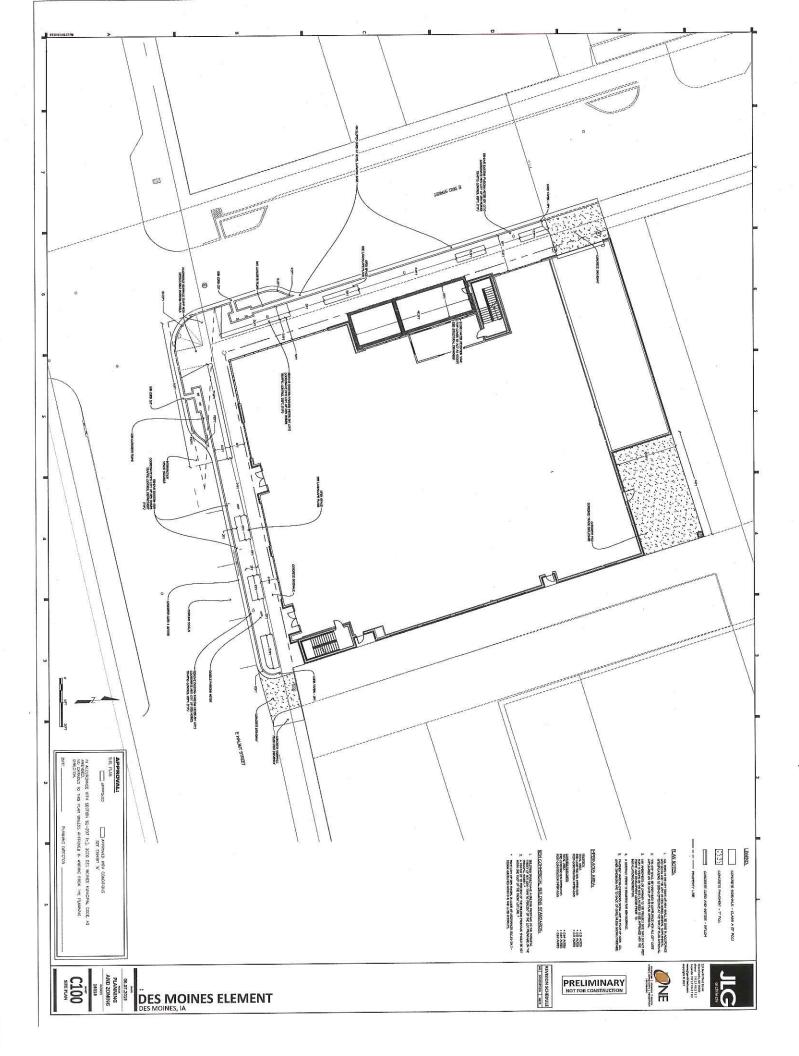
PRELIMINARY NOT FOR CONSTRUCTION

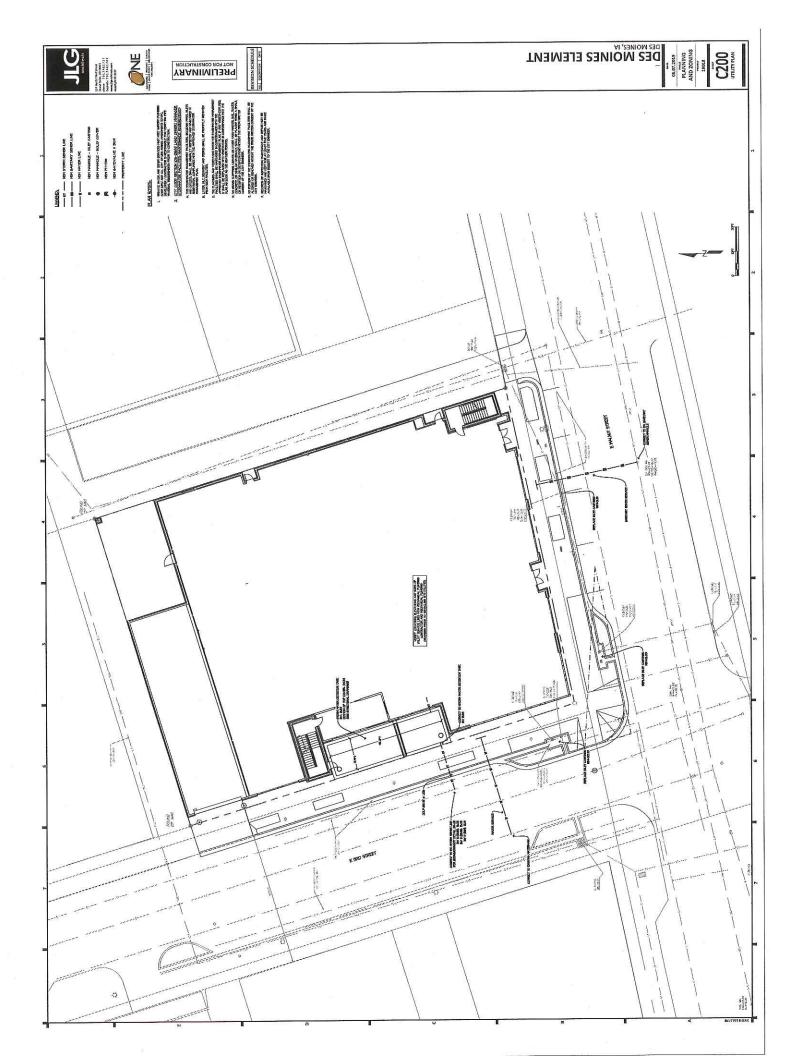
REVISION SCHEDUL

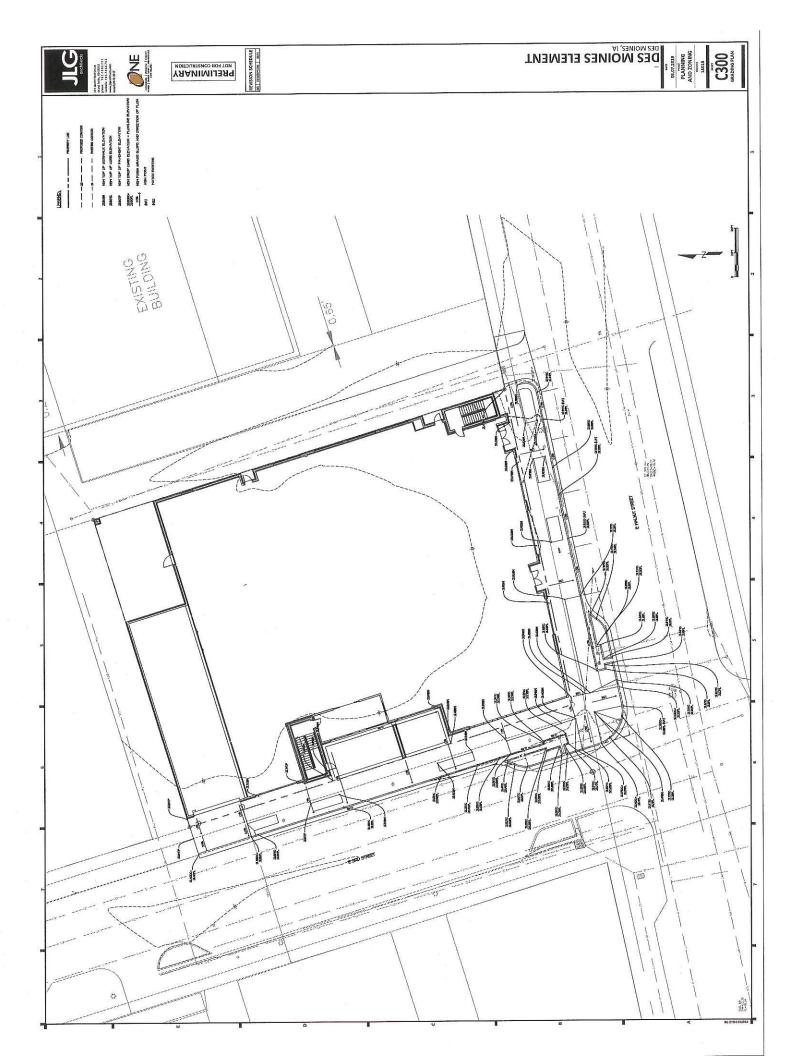
DES MOINES ELEMENT
DES MOINES, IA

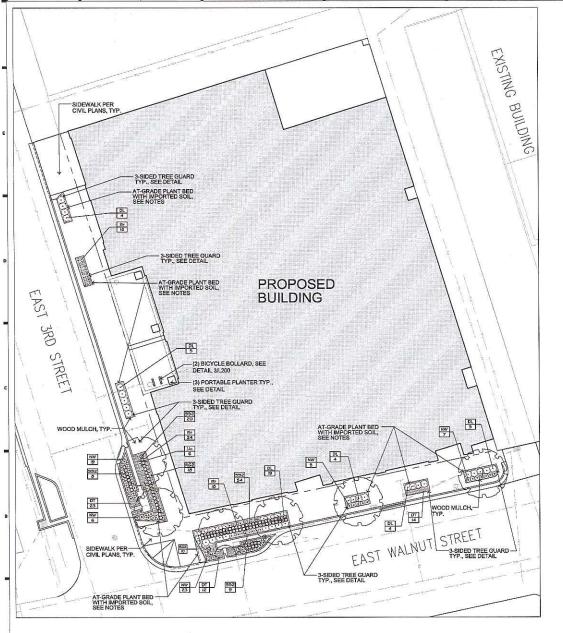
06.07.2019
PLANNING
AND ZONING

V100 EXISTING CONDITIONS









TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
(+)	Uc	Ulmus x `Frontler`	American Elm	2" Cal.	B&B	6
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	OTY
$\odot$	DL	Diervilla ionicera	Dwarf Bush Honeysuckle	3 gal.	Pot	41
ANNUALS/PERENNIALS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
Cal.	DT	Deschampsia cespitosa	Tufted Hair Grass	1 gal.	Pot	49
$\oplus$	Hr	Hemerocallis x 'Ruby Stella'	Ruby Stella Daylily	1 gal.	Pot	58
•	NW	Nepeta x faassenii "Walkers Low"	Walkers Low Calmint	1 gal.	Pot	60
∰	RG2	Rudbeckia fulgida "Goldstrum"	Black Eyed Susan	1 gal.	Pot	28
GRASSES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	OTY

Schizachyrium scoparium 'Standing Ovation' Little Bluestern Grass



REVISION SCHEDULE MO. DISCRIPTION DATE

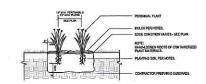
PREPARED PLANTING SOIL BED IT MIN. PER NOTES - WLLCH PLANT ACCORDING TO PLANTING BETALS FOR ISOLATED PLANTING LOCATIONS WITH THE EXCEPTION OF REDUCED HOLE WITH.

TYP. SHRUB PLANTING - SECTION

L1000 NOTTO SCALE

DI ANT GOLIEDITE

0



2 TYP. PERENNIAL PLANTING - SECTION NOT TO SCALE

#### General Notes:





DES MOINES ELEMENT
DES MOINES, IA 06.07.2019 PLANNING AND ZONING 18018 L100 LANDSCAPE PLAN

LANDSCAPE PLAN:

01. Rafer to Sheet L200 for Notes & Requirements.
02. See OVIE Engineer's phase for also plan leyout and dimensions.
03. See OVIE Engineer's phase for also plan leyout and dimensions.
05. Centractor to excondence all work in the out yighth-of-way with the City of Des Mones Proteit. Works to Spantrentis.
06. Protect may have reveneded from Granage outing landscape conduction.
05. New trees must be during within Translated and particular all supports, as noted on Streed L100. Above grander tables are published.

#### Landscape Notes & Requirements:

 Tree season for individual tree outside of a plant bad to be four inches (4°) depth natural single-shred hardwood mulch for trees outside of a plant bad. Install per free planting detail. Do not place mulch against tree bunk. Remove wire and burse from top third of root ball before final soil back-fill and mulch.

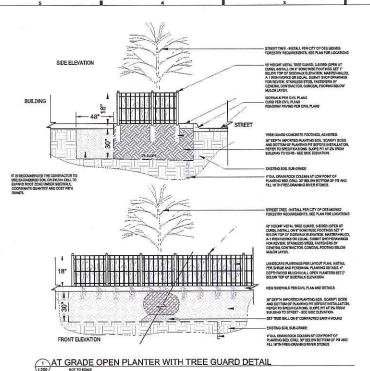
- 2. Refer to architectural plans for spot elevations, drainage, alle dimensions, survey, tree removal, proposed utilities & erosion control
- All plant material shall comply with the latest addition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise decisions shrube shall have at loast 5 canes at the specified shrub height. Plant material shall be delivered as specified.
- 4. Plan takes precedence over plant schedule if discrepancies in quantities exist.
- 5. All proposed plants shall be located and staked as shown.
- Adjustment is location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
- 7. The project landscape contractor shall be held responsible for watering and properly handling all plant materies brought on the site both before and effer irratalistics. Schedule plant detiveries to coincide with expected installation time within 36 hours, Install plants and and between April 15 and June 15 or between September 15 and October 39.
- 8. All plant materials shall be fertilized upon installation as specified.
- 9. The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
- 10. If the landscape contractor is concurred or perceives any delibencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect joint establishment, son/viol or guarantee, they must bring these delibencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage occanera during paint installation shall be brought to the attention of the Downer and Contractor funded eithy.
- 11. Contractor shell establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
- 12. Contactor is responsible for ongoing maintenance of all newly installed mailerial until time of owner acceptance. Any octs of vendotom or demany which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, for institution and observables obtained.
- 13. The contractor shall guarantee newly planted material through two calender years from the date of written owner acceptance. Plants that exhibit more than 20% de-back domage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate here write and description protection measures for the plantings during the warranty provide practice use wound point on tress.
- 14. This isyout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.
- 15. The landscape contractor shell be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
- 16. Plant size & species substitutions must be approved in writing prior to acceptance in the field.
- 17. Infigation is required for this project. Verify water service pressure and check local codes segarding building connection for infigation, Infigation contextor is to submit a proposal displation inyout plan that utilizes a new connection in the proposed building mechanical room. Install controllers, rain sensor, and plunching convections for content plumbing occele. Ensure head—for exercising context plumbing convections for content plumbing occele. Ensure head—for exercising context plumbing convections for the support plumbing convections for the support plumbing convections for the plumbing convections for the support plumbing convection support plumbing convections for the plumbing convection support plumbing convections for exercising exclusions and controllers and controllers are controllers are controllers. Coordinate plumbing requirements with an exclusion of undexpert plumbing controllers are controllers.
- Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities.
   Report any damage to the General Contractor immediately.
- 10. Listes otherwise routed/footbooks, plant backs that mosher if opin single-shoot versions not option more 250 gaps to back evened rout, por equal. Sporth more 250 gaps to back evened rout, por equal. Sporth more 250 gaps to back evened route, por evened with a few supports for or marranted gapses. Devel deals that do expenditus. Apply Preser Weed Preventer also not seen of 10 cause per 10 capus feet, keeping the Presen 2 to 3 inches away from plants to avoid constact with follage or roots. Weier the application eres thoroughly immediately after supplying Preve to activation.
- 2D. Landscape Contractor and Excavator shall be responsible for providing all specified soils. Soil for individual street tree plenting par City requirements and detail 1/L2VD. See notic 26 for soil requirements.
- 21. All planting areas shall be prepared prior to installation activities with a harley power box rake or equal to provide a firm planting bed free of atomas, sticks, construction debris, etc. Unless otherwise noted, fine grading (within 4° of set grade) shall be by the Landscape Contractor, including topsoil.
- 22. The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.
- 23. The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials.
- 24. The landscape contractor shall contact lowe State One Call no less than 45 hours before digging for field utility localions.
- 25. The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the salisfaction of the municipal staff. This includes sit curtain fencing and sectment logs pieced in the landscape.
- 28. The landscape contractor shall be responsible for visiting the sits to become familier with the conditions prior to bidding and installation. Coordinate with the general contractor on metters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.
- 27. See architectural site plan for additional information regarding the project, including sub-surface drainage requirements and performance.
- 26. Soil Requirements: All soil within plant and tree bads shall constat of 20% sand, 20% compost, 50% screened topsoil. Soil available through Launsbury Landscaping 515-225-7100. See details for soil depth.

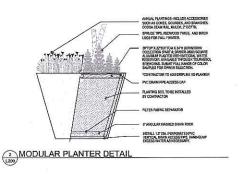
28. Ludwages exposers rust prove the open sub-years of all plurity; mass shart their receivable of virtuality a relation requirement of 14-km of relative provides of the prov

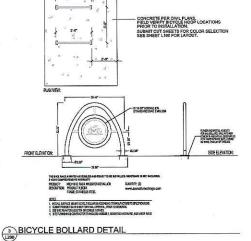
30. Landscape contractor to provide nursery pull list (bill of lating) including plant species and sizes shipped to the alte. Additionally, the landscape contractor shall provide nursery stock traceability, preving none of the materials provided contain or are generic strains of the neoricotinoid family including acetamiprid, clotharidds, invided

#### Irrigation Performance Requirements:

- 1. IRRIGATION SYSTEM IS DESIGNED FOR 40 [41] PSI AT THE BASE OF ALL SPRINKLER HEADS. NOTIFY LANDSCAPE ARCHITECT IF EXISTING PRESSURE DIFFEREN
- LATOUT WORK AS ACCURATELY AS POSSIBLE. THE CONTRACTOR RAY MAKE MINOR ACLUSTMENTS TO THE LOCATION AND SPACING AS RECESSARY TO ACCOMMODATE ACTUAL FIELD CONDITIONS. HEAD LOCATIONS SHALL BE FLAGGED AND REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- COORDINATE BLEEVING AND IBRIGATION PIPE / HEAD / INTERNAL PLUMBING INSTALLATION WITH THE WORK OF OTHERS.
- ALL MATERIALS SHALL BE RISTALLED AS DETAILED ON DRAWNOS, HOWEVER, IF THE CONTRACT DRAWNOS AND/OR SPECIFICATIONS DO NOT THOROUGHEN, DESCRIBE THE METHOD ON TECHNIQUES TO BE, UBED, THE CONTRACTOR SHALL FOLLOW THE RISTALLATION METHODS ISSUED BY THE MEMOLACTURE, ALL SUCH LITERATURE MUST BE SHAPETTOR 4 HOUSE PRIOR TO BRIGHTANDON FOR REVIEW AND APPROVALE, THE LANDEACE ARCHITECT;
- SUCH LITERATURE MUST BE SUBMITTED 46 HOURS PRIOR TO DISTALLATION FOR REVIEW AND APPROVAL BY THE LAND CHECK AND VENEY ALL EXISTING AND PROPOSED BUT CONDITIONS. LITERARD SERVICES PRIOR TO TREMCHING.
- L LATERAL PIPING TO BE A MINIMUM OF 12 INCHES DEEP AND MAINLINES A MINIMUM OF 16 INCHES DEEP.
- 7. ALL MAIN LINE PIPING AND LATERAL FIPE OF 1-1/2" AND LARGER SHALL BE PVC (20R 261 CLASS 188). ALL OTHER LATERAL FIPE OF 1-1/4" AND SMALLER MAY BE POLYSTRYLENE.
- ALL TEES AND ELBOWS ON 2-12" MAIN SHALL BE PVC (160 PSI).
- ALL SPENNIERS SHALL BY AS NOTED IN SPECIFICATIONS.
- 10. ADJUST HEADS FOR CRADE, AS NECESSARY, AFTER TURF GRASS HAS BEEN ESTABLISHED AND ALL SETTLEMENT AT HEADS HAS OCCURRED.
- 11. ALL AUTOMATIC CONTROLLERS, RIBERS, BACKFLOW PREVENTERS AND HOSE BIES SMALL BE SET PLUM. SPRINKLER HEAD RISERS, QUICK COUPLER VALVES AND ALL VALVES WITH STEMS SHALL DE SET PERPENDICIDAR TO PROSIED GRADE.
- 12. CONTROL VALVE WISES, INCLUDING THE GROUND WIRE, SHALL BE \$12 GAUGE U.F.U.L. APPROVED DIRECT BURIAL UNDERGROUND CONNECTIONS SHALL BE MADE WITH 3-M WINE CONNECTIONS (DAY PROVED EQUAL.
- 1. VALVES FOR ALL ZONES SHALL BE AS PER SPECIFICATIONS.
- 14. PLACE ALL VALVES IN APPROVED VALVE BOXES.
- 15. USE TEFLON TAPE ON ALL THREADED JOINTS.
- 16. Brand each valve box with 2" high lettering bhowing zoke humber and controller letter (example "At). This stamp is to match the zone shown on the plan unless otherwise directed by landscape architect.
- CONDUCT PERFORMANCE TEST IN THE PRESENCE OF OWNER AND LANDSCAPE ARCHITECT FOLLOWING COMPLETION OF SYSTEM INSTALLATION.
- 18. CONDUCT AND DEMONSTRATE WINTERIZATION AND SPRING START-UP PROCESS TO OHNER IN THE FALL OF COMPLETION.
- 18. LANDSCAPE ARCHITECT SHALL BE NOTIFIED TO VERIFY TRENCH DEPTHS BEFORE BACKFILLING.
- LANDSCAPE CONTRACTOR SMALL BE RESPONSIBLE FOR INSIMITING A COMPLETE INJUSTICAL EAVOUT PLAN SET AND SUBSETTING TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF FIELD INSTALLATION.
- 1. COORDINATE LOCATION OF ROOFTOP-MOUNTED ATMOSPHERIC MOISTURE (RAIN) SENSOR WITH DYNER AND ARCHITECT.
- BUSINIT LAYOUT PLAN AND PRODUCT DATA TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION
- LANDSCAPE DETAILS, NOTES AND SCHEDULES:







3.0

PROPOSED PORTABLE PLANTER

EDGE OF BUILDING

JLG architects 124 both Heidsteet Green Status, 40 5503

CALTYX
DESIGN GROUP
Landscape Architecture
Plenning
18 Chester half from NY
basehal Me Story

PRELIMINARY

REVISION SCHEDULE

DES MOINES ELEMENT

DATE
D5.07.2019
PEANNING
AND ZONING
PEANNING
18018

L200 LANDSCAPE DETAIL