

1. Agenda

Documents:

[122920 CC AGENDA.PDF](#)

2. Meeting Materials

Documents:

[122920 CC PACKET2.PDF](#)

Grimes City Council Agenda

Grimes City Hall
101 NE Harvey Street
Grimes, Iowa 50111
Phone | 515.986.3036
www.grimesiowa.gov

Mayor | Scott Mikkelsen
City Council | Jill Altringer, Eric Johansen,
Andy Borcharding, David Gisch, Ryan Burger

Mission Statement

The mission of Grimes City Government is to provide excellent/exceptional city services and facilities in a financially responsible and community-friendly manner through a high performing city team that result in adding value to resident's lives.

DECEMBER 29, 2020 AT 2:00 PM VIA ZOOM **Electronic Meeting as Provided Under Iowa Code, Chapter 21***

*Please note that this Grimes City Council Meeting will be an electronic meeting pursuant to Iowa Code Section 21.8 due to the national health emergency that makes it impossible or impractical for an in person meeting.

The public is welcome and encouraged to attend and participate in this meeting by either internet or phone as follows:

1. Internet- Meeting attendance may be obtained by “Join Zoom Meeting”. Simply enter the following internet address and ID:

Join Zoom Meeting

<https://zoom.us/j/97528922166?pwd=K25wMVFLMzhYM2cxZXJsNTdyUGozUT09>

Meeting ID: 975 2892 2166

Passcode: 1234

One tap mobile

+13017158592,,97528922166# US (Washington D.C)

+13126266799,,97528922166# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington D.C)

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+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

3. **Public Comment:** If you would like to address the City Council during the Public Comment portion of the meeting, please contact the City Clerk by 1:30 p.m. on the date of the meeting by email at rwilliams@grimesiowa.gov with your name and address or by using the RAISE HAND feature by zoom. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. If you are participating via phone, the raise and lower hand feature can be activated by using *9. After you are recognized, use *6 to unmute

your audio. The Chat and Q&A functions will be turned off during the meeting. The Mayor will recognize you for 3 minutes of comment, and your microphone will be turned off.

4. Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time.
5. Hearing Assistance: If you are hearing impaired, Grimes will provide a sign language communicator on the internet Zoom meeting video presentation upon request. Please contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov to request this service 24 hours in advance of the meeting.

For any additional assistance or questions in attending the meeting, please call 515-986-3036 Ext 1025 from 8 a.m. to 5 p.m., or contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov. City offices are closed on Thursday, December 24 and Friday, December 25.

The meeting will be recorded.

AGENDA ITEMS FOR DECEMBER 29, 2020 AT 2:00 PM VIA ZOOM ORIGINATING AT GRIMES CITY HALL

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Public Comments: Please contact the City Clerk by 1:30 p.m. on the date of the meeting by email at rwilliams@grimesiowa.gov. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. The Mayor will recognize you for 3 minutes of comment, and then your microphone will be turned off.
6. Discussion and Action on Resolution 12-1020 Establishing Grimes' intent to withdraw from DART, authorizing the Mayor and City Clerk to sign a letter giving notice pursuant to the DART agreement, and authorizing the City Administrator and City Attorney to negotiate any terms and conditions necessary to execute the withdrawal subject to further Council approval.
7. Adjournment



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. 6
For Meeting of December 29, 2020

AGENDA HEADING:

Resolution approving notice of intent to withdraw from DART

SYNOPSIS:

The resolution approves and authorizes the Mayor to sign the notice of withdraw letter addressed to the DART Commission. By 28E agreement, the notice of withdrawal letter must be sent 1 ½ years before the start of a fiscal year (July 1). If the letter is sent by December 31, 2020, the withdrawal would be effective July 1, 2022. The letter is to be sent to the DART Chair, and a copy sent to all of the DART members. DART will announce the request to withdraw at one meeting, and vote on it at the next meeting.

Upon accepting the notice, the Commission may, at its sole discretion, require the withdrawing community to pay an amount determined by the commission to be necessary to fully fund its share of any bonds or credit obligations issued to fund the construction of capital improvements or the acquisition of equipment for the DART system.

If the Commission agrees, and the withdrawing community requests that no further service be provided in the community, it may be possible to pay the amount determined to be the withdrawing city's portion of outstanding debt over time. However, during that interim period a withdrawing community must also continue to contribute their base transit levy until the debt obligation is paid in full.

FISCAL IMPACT:

Grimes is responsible for 2.5% of DART's outstanding obligations. Depending on whether or not the DART commission issues debt to fund a new maintenance facility, and whether or not Grimes is ultimately responsible for 2.5% of that project, the cost of withdrawal is somewhere between \$125,000 and \$1,000,000. The debt range is based on DART's plans for the 1 ½ year withdrawal period under the operating agreement. DART appears likely to approve a new maintenance facility in the next 12 months which will dramatically increase the shared debt of the member communities. The current maintenance facility or facilities are clearly inadequate

due to periodic flooding and outdated service stalls which are inadequate for maintenance of the new electrical buses.

To be prepared for the worst-case scenario, we should reserve CIP capacity to cover \$1,000,000 in the fiscal year that begins on July 1, 2022 and ends on June 30, 2023. Further it should be noted that the cost to re-join DART is not readily available but we should assume it to be a heavy lift similar to joining the WRA.

Beyond the hard costs there are soft factors that play into the financial analysis. On the surface there appears to be a simple business case in support of the measure. As a member community DART levies \$0.602/\$1000 of Taxable Value which in FYE21 will generate approx. \$555,000. Based on information provided by DART there were 3600 boarding's annually in Grimes pre-COVID equating to \$153/boarding not including the rider's fare. However, there are specialty services that are provided to Grimes residents that are not included in the ridership data. In particular, paratransit is available on demand to citizens with physical limitations, and DART is going to attempt to supply data on those trips as well. Paratransit requires expensive, specially designed vehicles with lifts and ride leveling equipment, floor locking mechanisms, and trained drivers.

PREVIOUS COUNCIL ACTION(S):

In September 2020, during the Council's strategic planning sessions, formulating direction on DART was discussed and made a priority. The plan identified that the Council would be responsible for executing the action steps which were: 1) Councilmembers would reach out to their counterparts in other cities to determine their position on DART and to ascertain if a coalition could be built. 2) report back to the Council on the position of elected officials in other Cities. And 3) determine a direction for Grimes on the issue of DART. The Council subsequently approved the strategic plan in November 2020.

DART is aware that withdrawal was considered by Grimes in 2019, although no formal action was taken.

In August 2017 the City Council approved an amended and restated 28E agreement that updated the governance terms of the DART agreement.

In 2009 the City Council submitted a withdrawal letter then subsequently retracted it before the DART Commission could consider it.

BOARD/COMMISSION ACTION(S):

Not applicable.

STAFF RECOMMENDATION:

Defer action.

December 29, 2020

Russ Trimble, Board Chair
Des Moines Area Regional Transit Authority
620 Cherry Street
Des Moines, IA 50309

Re: Grimes Notice of Withdrawal

Dear Chairperson Trimble:

Pursuant to Article XVI of the Amended and Restated Agreement for the Des Moines Regional Transit Authority, the City of Grimes (Grimes) hereby gives its notice of withdrawal from the Des Moines Area Regional Transit Authority (DART) effective July 2021. Pursuant to Article XVI, Section 2 and 3, Grimes further states:

1. That Grimes requests that DART provide no further transit services to Grimes.
2. That Grimes will annually levy or annually pay its share of the outstanding bond or credit obligations under this agreement until Grimes' share of such bond or credit obligations have been fully paid.
3. That until its share of such bond or credit obligations have been fully paid, Grimes will continue to make an annual payment of the base transit levy rate as provided under Article VIII, Section 4(a)(1) of the Amended and Restated Agreement for the Des Moines Regional Transit Authority.
4. That Grimes is entitled to a pro rata share of DART System capital improvements and equipment pursuant to Article XVI, Section 3.

It is our understanding from the agreement that this withdrawal is contingent upon approval by the DART commission.

Grimes further advises DART that it reserves any other legal rights that it has available to it, within the DART agreement or outside of the DART agreement, as it concerns its legal relationship with DART.

Should you have any questions about this letter, please do not hesitate to contact me. Thank you for your consideration.

CITY OF GRIMES

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

RESOLUTION NO. 12-1020

WHEREAS, the City of Grimes (Grimes) is currently a member of the Des Moines Area Regional Transit Authority (DART); and

WHEREAS, Grimes has complied with its obligations under the DART agreement by providing a stream of revenue to support DART; and

WHEREAS, the stream of tax revenues that Grimes has had to provide has grown dramatically during the time that Grimes has been a member of DART; and

WHEREAS, DART service in Grimes is underutilized and benefits a handful of residents at a high cost per ride to the taxpayers; now

THEREFORE, be it resolved by the Grimes City Council that:

- 1) Grimes intends to withdraw from DART.
- 2) The Mayor and City Clerk are authorized to sign the attached letter (Exhibit A) giving notice to the DART Commission and other participating communities pursuant to the DART agreement.
- 3) That the City Administrator and the City Attorney are authorized to negotiate with DART representatives any terms and conditions necessary to execute the withdrawal subject to further Council approval.

PASSED AND APPROVED on this 29th day of December 2020.

ATTEST:

CITY OF GRIMES, IOWA

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor



Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M510324

9/27/2017 3:17:01 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Alleman	City	Polk
Party 2	City of Altoona	City	Polk
Party 3	City of Ankeny	City	Polk
Party 4	City of Bondurant	City	Polk
Party 5	City of Carlisle	City	Warren

*Enter "Other" if
not in Iowa

Item 2. The type of Public Service included in this agreement is: 410 Public Transit
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: (please be specific)
Substituted Agreement for the prior 28E Agreement creating the Metropolitan Transit Authority for the continuation and expansion of the urban mass transit system, DART.

Item 4. The duration of this agreement is: (check one) ☐ Agreement Expires _____ ☒ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? (check one)

☐ NO

☒ YES Filing # of the agreement: M505268

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

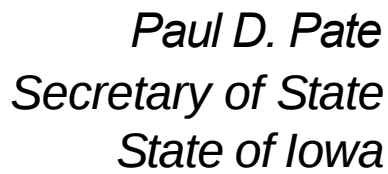
Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: (optional)

LAST Name Harward FIRST Name Holly

Title Legal Assistant Department Legal Assistant

Email Holly.Harward@BrickGentryLaw.com Phone 5152741450304



FOR OFFICE USE ONLY:

9/27/2017 3:17:01 PM

[illegible]

*Enter "Other" if
not in Iowa

**SUBSTITUTED AND RESTATED 28E AGREEMENT
FOR THE
DES MOINES REGIONAL TRANSIT AUTHORITY**

JUNE 6, 2017

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WHEREAS, the City of Des Moines, Iowa, the City of West Des Moines, Iowa, the City of Windsor Heights, Iowa, the City of Urbandale, Iowa, the City of Clive, Iowa, the City of Ankeny, Iowa, and the City of Altoona, Iowa, (the "Constituent Communities") are parties to the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority, filed of record in the Office of the Recorder of Polk County, Iowa, on June 1, 1973, in Book 4372, Pages 589 through 606; as amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa, on July 27, 1973, in Book 4389, Pages 52 through 61; as further amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa, on August 31, 1973, in Book 4397, Pages 85 and 86; as further amended by Agreement filed of record in the Office of the Recorder of Polk County, Iowa, on January 9, 1981, in Book 5066, Pages 968 through 972; as further amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa, on December 1, 1987, in Book 5797, Page 586; as further amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa on March 11, 2003, in Book 9684, Pages 17 through 26; as further amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa on December 9, 2003, in Book 10303, Pages 62 through 72; and as further amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa on January 11, 2005, in Book 10897, Pages 830 through 840 (hereinafter called the "Intergovernmental Agreement");

WHEREAS, the parties to said Intergovernmental Agreement considered it desirable to amend and restate said Intergovernmental Agreement to provide for the organization and governance of the Des Moines Regional Transit Authority pursuant to the provisions of and with all powers provided in, Chapter 28M of the Iowa Code, and to provide for the admission of Polk County, Iowa as a member of the Des Moines Regional Transit Authority (hereinafter "DART"); and therefore, further entered into the Amended and Restated Agreement for the Des Moines Regional Transit Authority, which was filed on May 23, 2006; and subsequently amended by the First Supplement to the Amended and Restated Agreement, which was filed on July 1, 2008; and further amended by the First Amendment to the Amended and Restated Agreement, which was filed on May 20, 2010; and finally further amended by the Second Amendment to the Amended and Restated Agreement, which was filed on June 21, 2012 (hereinafter, collectively "Prior 28E Agreement");

WHEREAS, the Constituent Communities, Polk County, the City of Alleman, Iowa, the City of Bondurant, Iowa, the City of Carlisle, Iowa, the City of Elkhart, Iowa, the City of Granger, Iowa, the City of Grimes, Iowa, the City of Johnston, Iowa, the City of Mitchellville, Iowa, the City of Pleasant Hill, Iowa, the City of Polk City, Iowa, and the City of Runnells, Iowa, hereby deem it desirable to replace the Prior 28E Agreement and any counterparts thereto to provide for a new governance structure; and

WHEREAS, the Participating Communities have agreed that the Prior 28E Agreement and any counterparts thereto shall be completely replaced in its entirety on the Effective Date of this Substituted and Restated 28E Agreement for the Des Moines Regional Transit Authority ("Agreement"), and that from and after the Effective Date the terms of this Agreement shall be given effect and govern the matters set forth herein.

NOW, THEREFORE, THE PARTICIPATING COMMUNITIES AGREE AS FOLLOWS:

ARTICLE I. DEFINITIONS

Section 1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

(a) "Agreement" shall mean this Substituted and Restated 28E Agreement of Des Moines Regional Transit Authority, as the same may be amended and supplemented from time to time.

(b) "Bonds" shall mean any and all general obligation or revenue bonds, notes, loan or lease agreements, interim obligations, or other obligations issued by DART, or its predecessor entities, as authorized under Chapter 28M of the Code or any other applicable provision of law, to acquire equipment and/or to construct facilities or improvements to the DART System.

(c) "Code" shall mean the Code of Iowa, as the same may be amended and supplemented from time to time.

(d) "Commission" shall mean the Commission of DART, being the successor to the Board created under the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority and the subsequent Commission of the RTA.

(e) "Effective Date" shall mean October 1, 2017.

(f) "Equipment" shall mean and includes buses, bus maintenance vehicles, bus maintenance equipment and tools, office equipment and furniture, and all other items of personal property necessary or useful in the operation and maintenance of the DART System.

(g) "Improvements" shall mean buildings or other facilities constructed as part of or for the use and benefit of the DART System or its prior system.

(h) "MTA" shall mean the Des Moines Metropolitan Transit Authority established under the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority.

(i) "MTA Board" shall mean the Board established under the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority.

(j) "DART", formerly referred to as RTA, shall mean the Des Moines Regional Transit Authority established and operating as described in this Agreement.

(k) "DART System", formerly referred to as RTA System, means and includes all real property, buildings and facilities, including DART administration buildings and bus maintenance and storage buildings at 1100 MTA Lane in Des Moines, and all equipment and transit vehicles, including buses, vans and all maintenance and service vehicles, and including bus shelters located along DART bus routes, heretofore acquired by DART's predecessor agency or hereafter acquired by DART as herein provided, used in support of the provision of mass transit services in the Des Moines metropolitan area.

(l) "Nominating Committee" shall mean the committee established under the provisions of Article V, Section 2 of this Agreement.

(m) "Participating Communities" shall mean the Cities of Alleman, Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Elkhart, Granger, Grimes, Johnston, Mitchellville, Pleasant Hill, Polk City, Runnells, Urbandale, West Des Moines, Windsor Heights and including Polk County, together with any other cities or counties that become Participating Communities under the provisions of this Agreement.

ARTICLE II. PURPOSE AND STATUS AS LEGAL ENTITY

Section 1. Purpose. This Agreement is a substituted agreement for the Prior 28E Agreement which was an amendment and restatement of the Intergovernmental Agreement Creating the Metropolitan Transit Authority, and is intended to provide for the continuation and expansion of the urban mass transit system (DART System) heretofore established, acquired and operated by DART's predecessor agency(ies).

The purposes of the transit authority are as follows:

Undertaking the establishment or acquisition of an urban mass transit system, or succession to the ownership of a transit system heretofore separately owned and operated by one of such governmental municipalities or any combination of such establishment, acquisition or succession and the equipment, enlargement, extension, improvement, maintenance and operation thereof under the terms of, and subject to, the conditions of such federal assistance, if any, which may be available.

To cooperate with local, state and federal public agencies in seeking solutions for mass transit needs in the subject area which will minimize the problems of contamination and pollution of the land, water and air resources of the area.

To engage such employees and provide offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the functions of DART.

To contract with member cities and counties, with public or private persons, firms or corporations or quasi-corporations to provide or assist in providing transit services which are necessarily incidental to a full and adequate provision of mass transit services for the subject area to the full extent permissible under applicable state and federal laws, and under the rules hereinafter set forth.

Section 2. Status as Legal Entity. DART shall be constituted as a separate legal entity and a regional transit district, pursuant to Chapters 28E and 28M of the Code, which shall be governed by the Commission and shall be known as "Des Moines Regional Transit Authority" or "DART". As so constituted, the entity may sue and be sued, contract, issue debt, acquire and hold real and personal property necessary for its corporate purposes, adopt a corporate seal and alter the seal at its pleasure and execute all of the powers conferred in Chapters 28E and 28M of the Code or any successor laws.

ARTICLE III. ORGANIZATION OF COMMISSION

Section 1. Commission Shall Constitute Governing Body of DART. DART shall be governed in all matters by the Commission established in this Article.

Section 2. Composition of Commission.

(a) Commencing on October 1, 2017, the Commission shall be composed of members appointed as hereinafter provided.

(b) Initially, each of the Participating Communities shall have one (1) member on the Commission, but the number of members may be increased to accommodate future participating communities in accord with Article X;

- (1) There shall be one (1) at-large Commission seat, which seat shall be an elected official selected by the Polk County Board of Supervisors. An alternate, either an elected official or a non-elected official, shall also be selected by the Polk County Board of Supervisors.
- (2) The remaining members of the Commission shall each be selected annually by the respective Mayor of each of the Participating Communities within DART. The Mayors of each respective Participating Community will notify DART by November 1st of the name of the selected/appointed member of the Commission who will serve for the calendar year commencing on January 1st and ending on the subsequent December 31st. The member of the Commission shall serve until their term is terminated or until a new member of the Commission is selected/appointed by the Mayor of the Participating Community. The selected/appointed member of the Commission must be an elected official. The Mayor of each Participating Community shall also select/appoint an alternate. The alternate member may either be an elected official or a non-elected official.
- (3) If a new community becomes a Participating Community, at the commencement of the next fiscal year, then the Mayor from said newly added Participating Community shall also be allowed to select/appoint a member of the Commission and an alternate, and said member of the Commission will have all the authority and power as any other member of the Commission.

(c) In the event that a Participating Community provides its notice of withdrawal from DART in accord with Article XVI, then the Commissioner from said withdrawing Participating Community shall be removed from the Commission effective the date the withdrawing Participating Community is fully withdrawn.

(d) The Participating Communities agree to review the composition of the Commission, as set forth above, after two (2) years from the Effective Date.

Section 3. Voting.

(a) In the conduct of the Commission's business, each member of the Commission shall have one (1) vote, and the majority of those members of the Commission present and voting, if a quorum is established, shall decide such matters, unless a different voting threshold is specifically set forth in this Agreement. Having more than half (1/2) of the members of the Commission present and voting shall constitute that a quorum is established. No vote shall be taken without a quorum of the members of the Commission being present.

(b) Action to establish, relocate, or discontinue a vehicle route or any portion of a vehicle route shall require the affirmative votes of at least two-thirds (2/3) of the members present at a meeting at which a quorum is established.

(c) Action to alter the fare schedule applicable to a vehicle route or any portion of a vehicle route shall require the affirmative vote of at least two-thirds (2/3) of the members present at a meeting at which a quorum is established.

(d) Action to approve a budget or add a new Participating Community shall require the affirmative votes of at least two-thirds (2/3) of the members present at a meeting at which a quorum is established.

(e) The Chair, or in the Chair's absence the Vice-Chair, of the Commission may vote and participate in discussion, but shall not make or second a motion.

(f) Any Participating Community represented at that meeting may request a population weighted vote on matters regarding: (1) the DART budget, (2) funding, (3) transit service levels, or (4) composition of the Commission, whereupon the vote on that item will automatically be continued to the next regularly scheduled or specially called meeting of the Commission, and notice of the impending population weighted vote will be given in the agenda for that meeting, unless notice of the request for such weighted vote has been given to the Chair of the Commission by the requesting Participating Community at least seven (7) days prior to the date of the scheduled meeting. At such meeting, if a quorum is present, the decision on the question that is the subject of the population weighted vote shall be determined by a vote of at least three-fourths (3/4) of the votes of the members present at such meeting. Each Participating Community shall make its vote during a called weighted vote by and through its elected official member on the Commission from said Participating Community.

(g) In November of each year, the Executive Committee shall review the most recently available census data for each Participating Community, as adopted annually by the Metropolitan Planning Organization, and shall report to the Commission the population of each city that is a Participating Community and the population of each census tract situated within the service area of a county that is a Participating Community. Upon Commission approval of the population data and proportional assignments to Commission representatives, such populations and proportional assignments shall be binding on all Participating Communities. For each 25,000 in population or portion thereof a Participating Community shall be awarded one (1) vote when a population weighted vote of the Commission is called. Where the Participating Community is a county, such population shall be that of the unincorporated portion of the county.

Section 4. Officers.

(a) Number and Term. The officers of the Commission shall be the Chair, the Vice Chair and the Secretary/Treasurer, each of whom shall be elected each year by vote of the Commission at the annual meeting of the Commission for that year. Officers shall be elected for a one (1) year term, with a possible second term available. In no event shall a person hold one specific officer position for more than two (2) one year terms. Although not required, it is anticipated that the Vice-Chair shall move into the position of the Chair, and the Secretary/Treasurer shall move into the position of Vice-Chair.

(b) Duties of Chair. The Chair shall preside at all meetings of the Commission. The Chair or the Vice Chair in the absence of the Chair shall sign any instruments which the Commission has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed, or where the resolution of the Commission authorizes the signing of such instrument by another person.

(c) Duties of Vice Chair. In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.

(d) Duties of Secretary/Treasurer. The Secretary/Treasurer or as otherwise assigned, shall have the following duties and responsibilities:

- (1) The taking and preservation of minutes of the proceedings of the Commission;
- (2) The giving of all notices in accordance with this Agreement or any bylaws, or as otherwise directed by the Commission or required by law;
- (3) Acting as custodian of the records of DART;
- (4) Keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officers and of the Commission representatives and alternates;
- (5) Overseeing the safeguarding and depositing of all fares, monies, receipts, funds and other valuable effects collected or received in the name of and/or to the credit of the Des Moines Regional Transit Authority and, in this regard, complying with Iowa law including, but not limited to, Section 28M.6 of the Iowa Code and, if applicable, any successor thereto requiring all monies received by the Commission to be held by the county treasurer.
- (6) Acting as the Chair of any Commission committee established to review and/or audit any financial matters of DART.

(e) Election. The officers of the Commission shall be elected every year by and from the members of the Commission present at the annual meeting of the Commission for that year. The Nominating Committee shall select and offer nominations for each office at the annual meeting. Nominations for the officer positions shall also be accepted from the representatives present at that annual meeting. All nominees, including those offered by the Nominating Committee, must receive a second in order to be considered a candidate and voted on for said office.

(f) Term/Vacancy. Each office shall be elected for a one (1) year term. Each officer shall hold office until his or her successor has been duly elected. Alternates, if any, shall not be eligible to serve as an officer. Each of the officers shall be from different DART Participating Communities. A vacancy in the office of Chair, Vice-Chair, or Secretary/Treasurer shall be filled by the Commission for the unexpired portion of the term.

ARTICLE IV. POWERS OF COMMISSION; AUTHORIZATION AND LIMITATION ON POWER TO LEVY TAXES

Section 1. Grant of Powers. The Commission shall have and may exercise all of the powers granted by Chapters 28E and 28M of the Code or any successor laws, as the same may be amended and supplemented in the future, for the purpose of jointly acquiring and constructing improvements and equipment comprising the DART System on behalf of the Participating Communities, to operate and maintain the same for the benefit of all Participating Communities, and to jointly finance the acquisition and construction of equipment and improvements through the issuance of Bonds or other obligations as may be authorized for such

purposes. Without limiting the foregoing, the Commission shall have all of the powers set forth in this Agreement, including the power to:

- (a) approve its own budget,
- (b) contract for services and/or employ such staff as it deems necessary,
- (c) approve its own capital improvement program,
- (d) define parameters and benchmarks for all services,
- (e) enter into agreements, contracts or other arrangements for the financing of all equipment and improvements, including the issuance of Bonds,
- (f) adopt and have a common seal and to alter the same at its pleasure,
- (g) sue and to be sued,
- (h) acquire, hold, use and dispose of the reserves derived from the operation of its facilities and other monies of DART,
- (i) acquire, hold, use and dispose of other personal property for the purposes of DART,
- (j) acquire by purchase, gift, lease or otherwise, real property and easements therein necessary or useful and convenient for the operation of DART, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of DART,
- (k) accept gifts or grants of real or personal property, money, material, labor or supplies for the purposes of DART, and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants,
- (l) make and enforce rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same,
- (m) do and perform any acts and things authorized by Chapters 28E and 28M, Code of Iowa, or any successor laws, and by this agreement, under, through or by means of its officers, agents and employees, or by contracts with any person,
- (n) enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Authority or to carry out any powers expressly given by this agreement,
- (o) cause the provision of transit within each member municipality together and to offer transit services to other areas within the Des Moines metropolitan area,
- (p) fix, establish and maintain such transit service parameters, including routes, schedules, and fares to best suit the Participating Communities and service areas,

- (q) make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of DART,
- (r) contract with and compensate consultants for professional services including but not limited to, architects, engineers, planners, lawyers, accountants, rate specialists, and all others found necessary or useful and convenient to the stated purposes of DART including contract management,
- (s) prepare and recommend to Participating Communities local ordinances to facilitate the provision of transit services within such communities,
- (t) exercise such powers relative to the efficient provision of transit services as are available under then existing laws to each Participating Community as is necessary or useful and convenient to carrying out the functions of DART within such Participating Community, as such functions are defined by this contract,
- (u) provide for a system of budgeting, accounting, auditing and reporting of all DART funds and transactions, for a depository or depositories, and for the bonding of employees,
- (v) consult with representatives of federal, state and local agencies, departments and their officers and employees and to contract with such agencies and departments,
- (w) exercise such other powers as are available to DART under then existing law as is necessary or useful and convenient to carrying out the functions of DART within each Participating Community, as such functions are defined by this contract,
- (x) hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment, and hire a chief executive officer, fix his/her compensation, benefits, and terminate his/her employment, and may delegate to the chief operating officer the authority to hire other DART employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment,
- (y) accept grants or contributions from, and to enter into contracts, leases, or other transactions with public or private persons, firms or corporations or quasi corporations to provide or assist in providing transit services which are necessarily incidental to a full and adequate provision of mass transit services for the subject area to the full extent permissible under applicable state and federal laws.

Section 2. Power to Levy Tax. The Commission is hereby authorized to levy a tax under Section 28M.5 of the Code to fund the budget of the DART System, provided that said levy in any year shall not exceed the maximum levy allowed under the Iowa Code in the Participating Communities comprising DART. The Commission may in any fiscal year levy in excess of said rate upon amendment of this Agreement as hereafter provided, not to exceed such rate of levy otherwise authorized by the Iowa Code. For the fiscal year ending June 30, 2017, the levy rates shall not exceed those rates set forth in Exhibit A to this Agreement.

ARTICLE V. COMMITTEES

Section 1. Executive Committee. An Executive Committee is hereby established for the purpose of oversight and review of the following:

- (a) The Commission's rules and structure;

- (b) DART policies;
- (c) Financial plan and budget;
- (d) Legislative plan;
- (e) Government relations and communications strategies;
- (f) Take action on behalf of the full board in true emergency situations where full board action is impossible; and
- (g) Evaluation and performance of the Chief Executive Officer/General Manager.

Members of the Executive Committee shall consist of the Chair, Vice-Chair, and the Secretary/Treasurer of the Commission.

Section 2. Nominating Committee. A Nominating Committee is hereby established for the purpose of selecting and offering nominations for each office of the Commission at the annual meeting in January. Members of the Nominating Committee shall be appointed by the Chair at a regular Commission meeting held at least three (3) months prior to the annual meeting in January. The Nominating Committee shall be chaired by a representative elected by the other members of the Nominating Committee.

Section 3. Other Standing Committees. The Commission shall have the authority to establish certain standing committees, such as the Strategic Planning and Operations Committee and/or a Finance/Audit and Administration Committee, as otherwise provided in the Bylaws of the Des Moines Regional Transit Authority, as amended. The Commission shall determine the makeup of these committees. Each Commission member shall have the right to sit on at least one of the standing committees, as established under this Section, before any Commission member could sit on more than one such standing committee; except that the City of Des Moines will be permitted to sit a member on each such standing committee. The designation of such committee(s) shall not operate to relieve the Commission of any responsibility imposed by this Agreement or any amendments or supplements thereto. If appropriate, the chairs of any standing committees could be asked to serve on the Executive Committee as liaisons.

Section 4. Other Committees. The Commission may, by resolution, designate two or more of its representatives to constitute an ad hoc committee or as otherwise authorized by the Bylaws of the Des Moines Regional Transit Authority, as amended. Such ad hoc committee shall, if authorized by regulation of the Commission, provide advice and recommendations to the Commission.

Section 5. Open Meetings. All of the committee meetings shall be open to the public, and notice of the time and place of such committee meetings shall be provided to all members of the Commission and any news media which have filed a request for the same, minutes of such committee meetings shall be kept and provided.

ARTICLE VI. TRANSFER OF EXISTING FACILITIES AND ASSETS

Section 1. Acquisition of Existing Facilities. On the Effective Date, DART, formerly known as the RTA, shall hold and have all right, title and interest in and to the ownership and use, of all

Equipment, Improvements and real property, which it had previously acquired, and which was formerly owned and operated by the RTA and/or its predecessor MTA agency established by the Intergovernmental Agreement for Creation of the Des Moines Metropolitan Transit Authority.

ARTICLE VII. OPERATION AND MAINTENANCE RESPONSIBILITIES

Section 1. Commission Responsibilities for Operation and Maintenance. The Commission shall operate and maintain all DART mass transit system equipment and facilities for the benefit of all Participating Communities.

Section 2. Staff and Contracts. In fulfilling its responsibilities, the Commission may determine to employ such staff for such purposes and on such terms as it determines to be necessary or appropriate, and may contract with third parties for all necessary or desirable services, including operating services, and may define and enforce applicable parameters and benchmarks for the same.

ARTICLE VIII. BUDGET

Section 1. Fiscal Year. DART shall operate on the same fiscal year as a city under the Code.

Section 2. Schedule for Budget Preparation. Each year the Commission shall cause to be prepared and submitted to the Commission and to the Participating Communities a proposed preliminary DART budget for the next fiscal year. The Commission shall establish the date, time and place for a hearing on the proposed DART budget before the Commission, and each Participating Community shall be notified thereof in writing not less than thirty days prior to the hearing. Upon the request of any Participating Community, the Commission shall make available such reasonably accessible information, schedules, comparisons and analysis as may be deemed reasonably necessary by such Participating Community in order to fully analyze the proposed DART budget.

Section 3. Content and Format of Annual Budget. The DART budget shall include, among other things, (a) a budget of the costs of operation and maintenance for the upcoming fiscal year (including but not limited to administrative expense and additions to the Renewal and Replacement Fund and the reserves for operating and working capital, and insurance and claims); (b) a capital improvements program budget for the upcoming fiscal year; (c) a debt service schedule for the upcoming fiscal year; (d) a comparison of the budgeted and actual DART expenditures for operation and maintenance for the current fiscal year; (e) a schedule showing the allocation of operation and maintenance expenses and debt service at a summary level for the upcoming fiscal year; (f) a schedule showing all projected revenues from each Participating Community for the upcoming fiscal year, including fare revenues and tax revenues; and (g) the proposed tax levy to be levied in each Participating Community in the upcoming fiscal year necessary to generate the tax revenue required from each Community to fund the proposed budget.

Section 4. Allocation of Budget.

(a) Operating Budget – Formula. Pursuant to Article VIII, Section 4(c) of the Prior 28E Agreement, the Commission developed and adopted a new formula for cost allocation for the operating and capital improvement budgets for DART, which formula replaced the previous formula set forth in the Prior 28E Agreement. The new formula is attached hereto as Appendix A. Pursuant to the new formula, as well as adjustments adopted by the Commission in November 2016 which froze the levy rates of certain Participating Communities, the Commission adopted the budget for fiscal year 2018. See Appendix B which sets forth the current rates for the Participating Communities.

(b) Capital Improvement Budget Expenses. In preparing each fiscal year budget, the Commission shall determine each Participating Community's share of the anticipated difference between total transit system Capital Improvement Program costs and capital improvement revenues including, but not limited to, State and Federal grants and private contributions or gifts and other capital improvement revenues.

(c) The annual cost allocation procedures for Participating Communities, as described above shall be used for the fiscal years ending June 30, 2018. Commencing for the fiscal year beginning July 1, 2018, and continuing thereafter, the Commission may develop and adopt a new formula for cost allocation for the operating and capital improvement budgets for DART, using mileage, service levels, property values and similar factors. If the Commission does not adopt a new formula for cost allocation for the operating and capital improvement budget for DART for the fiscal year beginning July 1, 2018, then the formula described above shall be applicable until the adoption of a new formula by the Commission.

Section 5. Budget Hearing. At or before the hearing on the DART budget, any Participating Community may file with the Secretary of the Commission such objections as it deems appropriate and at such hearing may appear and present such information as it desires in support of its objections. The Commission shall consider all such objections and upon the termination of the hearing may, but need not, modify the budget, and shall thereafter adopt the budget as submitted or as modified; provided, however, that final action on the budget shall occur each year by no later than the date by which cities must certify their budget to the county auditor.

ARTICLE IX. FUNDS AND ACCOUNTS

Section 1. Funds and Investments. The Commission shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement including, but not limited to, separate accounts for operation and maintenance, administrative expenses, and reserves for operating and working capital, insurance and claims. All funds held by the Commission shall be accounted for, managed and invested in compliance with Iowa law including, but not limited to, Chapters 12B and 12C of the Code.

Section 2. Annual Audit. Annually the audit of the financial statements of DART shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States and Chapter 11 of the Code. The annual audit shall be conducted by an independent auditing firm engaged for that year. Following the receipt of the audit report, the Commission shall deliver a copy of the same to the Participating Communities and may appoint an audit committee or schedule a meeting of the Commission for the purpose of having representatives of the independent auditing firm submit

an oral presentation of the audit and answer questions.

ARTICLE X. ADMISSION OF ADDITIONAL COMMUNITIES

Section 1. Admission of Additional Communities. During the term of this Agreement, additional cities or counties may be admitted to the membership as a Participating Community, and thereby become entitled and subject to all of the benefits and obligations of this Agreement, except as otherwise provided or conditioned herein. Any newly admitted city or county may commence full participation in this Agreement as a Participating Community at the beginning of any fiscal year, upon Commission approval and execution of a supplement to this Agreement prior to November 15th of the year preceding the fiscal year in which the newly admitted city or county would become a Participating Community. Any such supplement shall be signed by the Chair and the Secretary on behalf of DART and by authorized officers of the newly admitted city or county. Any such supplement shall contain such terms and conditions as the Commission shall determine to be appropriate in light of the service to be provided to the newly connecting community.

Section 2. Voting Rights. All Participating Communities which allow for the implementation of a base transit levy rate as described in Article VIII, Section 4(a)(1) above, including a newly admitted community, shall be entitled to participate in the selection process for members of the Commission as described in Article III of this Agreement, and to voting rights to the extent provided in this Agreement, with such participation and voting rights to commence on the first day of the fiscal year in which the newly admitted community becomes a Participating Community under this Agreement.

ARTICLE XI. ISSUANCE OF BONDS

Section 1. Obligations and Use of Reserves Authorized.

(a) As a means of financing the acquisition of Equipment or real property, and/or the construction of Improvements to expand, extend and/or upgrade the DART System and/or mass transit services described in this Agreement, the Commission is authorized to issue its Bonds under the authority of Chapter 28M of the Code, or as otherwise may be authorized by law from time to time for the purposes set forth therein.

(b) The Commission also is authorized, in its sole discretion, to utilize existing DART reserves or other available funds, not otherwise obligated or previously appropriated for another purpose, (i) to pay all or any portion of the costs associated with the acquisition of Equipment or real property, or the construction of Improvements, in lieu of issuing Bonds for the same under this Agreement, and (ii) for the purpose of advancing, on a temporary basis, all or any portion of the costs associated with the acquisition of Equipment or real property, or the construction of any Improvements, with the intent of reimbursing such advanced funds with a subsequent issuance of Bonds.

Section 2. Obligations of DART. Notwithstanding anything to the contrary contained herein, DART may issue its Bonds in the types, for the purposes, and in the manner permitted by Chapter 28M of the Code, as amended; provided however, that general obligation bonds may only be issued (i) if the proceeds thereof are used to pay (whether directly or through refinancing of existing debt) obligations arising from accidents occurring on or prior to March 1, 2010, together with the costs of issuance, (ii) with a term of not longer than ten years and (iii) in an aggregate principal amount which, when added to the principal amount of all other general obligation bonds issued pursuant to this provision, does not exceed \$3,500,000. Any excess

proceeds from general obligation bonds remaining after paying or providing for the payment of such accident obligations shall be applied to the payment of debt service on the Bonds.

Section 3. Restriction on Withdrawal. The Participating Communities further agree that no Participating Community may withdraw or in any way terminate, amend or modify in any way its obligations under this Agreement to the detriment of the holders of the Bonds while any of the Bonds are outstanding and unpaid.

ARTICLE XII. ACQUISITION AND DISPOSITION OF PROPERTY

Section 1. Acquisition. As authorized by Section 28M.4 of the Code, DART may acquire such property as it needs to accomplish its public purposes by purchase, gift, exchange, transfer, conveyance or otherwise, and shall hold all real, personal and intangible property which it acquires in its own name. DART has all powers of a board of supervisors to acquire real property or an interest therein for a public use or purpose related to its function by use of the power of eminent domain, and is authorized to bring an action in eminent domain in its own name.

Section 2. Disposition. DART may dispose of any of its property and shall do so in the same manner as a county. All proceeds from the sale or disposition of property, no matter the origin of such property, shall be the property of DART.

ARTICLE XIII. TECHNICAL COOPERATION

Section 1. Participating Community Records. The Participating Communities agree to respond to reasonable requests to make local records available to DART's staff and its consultants or employees for the purposes of this Agreement, and to assure that engineers, architects and consultants retained by the Participating Communities release materials, data and other pertinent items paid for by public funds to DART's staff to aid in the efficient and effective accomplishment of such purposes.

Section 2. DART Records. DART shall respond to reasonable requests to make records available to the Participating Communities and their consultants or employees for the purposes of this Agreement, and to assure that engineers, architects and consultants retained by DART release materials, data and other pertinent items paid for by DART's funds to the Participating Communities to aid in the efficient and effective accomplishment of such purposes.

ARTICLE XIV. AMENDMENTS

Section 1. Amendments. This Agreement may be amended for any purpose upon approval by the governing bodies of all of the Participating Communities, and shall become effective upon execution of a written supplement to this Agreement incorporating such amendment(s) by the governing bodies of the Participating Communities. All amendments adopted pursuant to the provisions of this Article shall be binding upon all Participating Communities.

ARTICLE XV. REMEDIES; NOTICES

Section 1. Remedies. In addition to any other remedies available under applicable law, each Participating Community and the Commission shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

Section 2. Notices. All notices which the Participating Communities and the Commission are authorized or required to give one another under this Agreement shall be in writing and may be personally delivered or sent by ordinary mail (i) in the case of the Commission of DART, to: Chair, DART Commission, Des Moines Regional Transit Authority, 620 Cherry Street, Des Moines, Iowa 50309; and (ii) in the case of any Participating Community, to the presiding officer of the governing body of the Participating Community at the address then on file with the Secretary of the Commission. Mailed notices shall be deemed to be received by the party to whom they are directed one business day after the date they are postmarked. Any Participating Community may designate another address or specific person to whom the notice should be directed upon written notice thereof to the Secretary of the Commission.

ARTICLE XVI. WITHDRAWAL FROM OR DISSOLUTION OF DART

Section 1. Notice of Withdrawal. The withdrawal of any Participating Community may be accomplished by the governing body of such Community providing notice of withdrawal in writing to the Authority and the other Participating Communities given at least eighteen months prior to the beginning of the fiscal year in which such Participating Community proposes to withdraw from membership. No lesser notice or period of notice shall excuse a Participating Community proposing to withdraw from the obligations of membership, unless the Operating Budget of DART shall increase by ten percent (10%) or more from the last fiscal year, in which case six months written notice, given as provided above, shall be sufficient.

Section 2. Restrictions on Withdrawal. It is recognized that a Participating Community of DART, operating as a county enterprise pursuant to Section 331.462 of the Code, may not withdraw or in any way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of any Bonds or other credit obligations while any of such Bonds or credit obligations are outstanding and unpaid.

If a Participating Community desires to withdraw or in any way terminate, amend or modify its obligations under this Agreement while any Bonds or credit obligations are outstanding and unpaid, it shall provide written notice to the Commission of the proposed withdrawal or modification as provided above, and the same shall not become effective unless and until approved by the Commission. The Commission, in its sole discretion, may require the Participating Community seeking withdrawal from this Agreement to pay over to the Commission an amount determined by the Commission to be necessary to fully fund its share of such Bonds or credit obligations issued to fund the construction of capital improvements or the acquisition equipment for DART System. Otherwise, with the approval of the Commission, a Participating Community that provides a timely, written notice to the Commission of its proposed withdrawal or modification of its obligations under this Agreement as provided above while any Bonds or credit obligations are outstanding and unpaid may be permitted to withdraw on the following conditions: (a) that the Participating Community requests that DART provide no further transit services to such Participating Community; (b) that the Participating Community also agrees to annually levy or to annually pay its share of the outstanding Bond or credit obligations under this Agreement until the share of such Bond or credit obligations has been fully paid; and (c) that until its share of such Bond or credit obligation has been fully paid the Participating Community further agrees to continue to make an annual payment of the Base Transit Levy Rate as provided in Article VIII, Section 4(a)(1) of this Agreement. The Commission's decision regarding withdrawal by a Participating Community and its determination of the amount, if any, which a Participating Community shall be required to pay to the Commission to fully fund its share of Bonds or credit obligations upon withdrawal, shall be final, conclusive and non-appealable.

The proposal of a Participating Community to withdraw from DART shall be presented to the Commission at a regular meeting of the Commission prior to the meeting at which the vote on such proposal is to be taken, and notice of the impending vote thereon shall be included in the meeting notice and agenda of the meeting at which such vote is to be taken. If so approved by the Commission, the Participating Community may withdraw from membership in DART and participation in this Agreement, and DART shall thereafter have no obligation to provide transit services to said Participating Community.

Section 3. Entitlement on Withdrawal. In the event of such withdrawal of any Participating Community from DART, the withdrawing Community shall be entitled to a pro rata share of DART System capital improvements and equipment, which share shall be determined as follows:

(a) An account has been maintained for each Participating Community that was party to the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority as well as any Participating Community that was a party to the Prior 28E Agreement. This account will be credited with all amounts paid by the members of the RTA which became a part of the fixed asset fund or the contributed capital account as of June 30, 20____. This account will be charged annually with each Participating Community's pro rata share of depreciation expense, based on the same percentage that the member contributed to the operating budget for that year. No such accounts shall be established for Participating Communities of DART, and no further credits shall be made to any existing accounts for members of the MTA, RTA or for Participating Communities of DART, whether or not they were previously members of the MTA or RTA.

(b) If a Participating Community which was a member of the MTA or the RTA withdraws from this Agreement, then payment to that Participating Community of its account, computed as provided in Article XVI, Section 3(a) above, shall be made by DART not later than ten (10) years from the date of approval of such withdrawal by the Commission. No interest shall be paid by DART on such account. If, within its initial three-year period of membership of DART, a Community which was a member of the MTA or RTA decides to withdraw from DART, that Community will forfeit all rights to capital investments made or assets acquired by the MTA or RTA during their period of membership.

(c) Other than as provided in Article XVI, Section 3(b) above, a Participating Community that withdraws from this Agreement will forfeit all rights to capital investments made or assets acquired by DART during the period of membership.

Section 4. Dissolution.

(a) Voting on Termination. The Commission may, upon the affirmative three-quarters vote, dissolve DART and terminate this Agreement, which vote shall specify the date and time such dissolution shall be effective; provided that the proposal to dissolve DART was presented at a prior regular meeting of the Commission, and provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken; and further provided that such dissolution shall be effective only after all outstanding Bonds and other credit obligations of DART have been paid. In the event a motion to completely dissolve DART is made at any Commission meeting held subsequent to receipt by DART of notice of withdrawal from any one or more Participating Communities, the Commission member(s) appointed by such withdrawing Participating Communities shall not vote upon such motion and the three-quarters fractional vote requirement shall be applied only to the vote of the remaining members of the Commission. A decision to dissolve DART shall override any

obligation otherwise indicated by paragraph one of this Article.

(b) Disposal of Property upon Termination. Upon termination of this Agreement, the Participating Communities shall be deemed to acquire and thereafter to possess ownership interests in the all DART System Equipment and Improvements, and in real property then owned by DART, with such ownership interests being held as tenants in common, and all of such property shall be disposed of and the proceeds distributed to the Participating Communities at the time of dissolution on the basis of their budget shares during the last full year of DART operation.

ARTICLE XVII. CONTRACTING FOR TRANSIT SERVICES

Section 1. DART may contract for transit services with Participating Communities and with non-members. Participating Communities may contract for services at the actual cost of the service. Non-members who contract with DART for transit services will be required to pay the fully allocated cost of the service plus ten percent (10%). The process for contracting for transit services will be established by action of the Commission. If DART elects under Article VIII, Section 4(a) (1) to have paratransit expenses in Polk County included as a part of the operating budget expenses of DART, then paratransit services will only be provided in Participating Communities, and non-members who contract with DART for paratransit services will be required to pay the fully allocated cost of the service plus ten percent (10%).

ARTICLE XVIII. EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. Effective Date. This Agreement became effective at 12:01 a.m. on October 1, 2017.

Section 2. Duration. This Agreement shall extend for a term of fifty (50) years from the Effective Date, and shall terminate and be of no further force or effect as of midnight on September 30, 2067, unless terminated earlier by a three-fourths vote of the Commission.

ARTICLE XIX. TRANSITION MATTERS

Section 1. Prior Budget Actions. All prior actions of the Board of Commission undertaken pursuant to the terms of the Prior 28E Agreement, as amended, prior to the Effective Date of said Prior 28E Agreement with respect to the consideration and approval of the DART budget for the fiscal year beginning July 1, 2017, are hereby accepted and approved.

Section 2. Assumption of Contracts. All contracts entered into by the Commission or on its behalf and being performed on the Effective Date of this Agreement shall be and hereby are approved and accepted under the terms of this Agreement. The Commission hereto shall assume responsibility for administration of such existing contracts.

Section 3. Officers. The Chair, Vice-Chair and Secretary/Treasurer elected by the Commission in June of 2016 shall serve as the Chair, Vice-Chair and Secretary/Treasurer of the Commission under this Agreement until their successors are elected under the restructured new Commission. Initial officers elected by the newly constituted Commission shall remain in position through December 31, 2018.

Section 4. Commission Members. Members elected to the Commission in 2016 shall stay until the new restructured Commission is constituted. Once the new Commission is in place, then these newly elected members of the Commission shall remain in place until December 31, 2018,

unless otherwise provided for herein.

Section 5. Policies. All policies previously approved by the Commission under the Prior 28E Agreement, and in effect on the Effective Date of this Agreement shall continue in force as approved policies of the Commission until modified or rescinded by the Commission.

Section 6. Participating Communities' Status. The status of each Participating Communities shall remain the same upon adoption of this Agreement as it was under the Prior 28E Agreement.

ARTICLE XX. SEVERABILITY

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement which can be given effect without the provision determined to be invalid, and to that end the provisions of this Agreement are severable.

ARTICLE XXI. EXECUTION OF AGREEMENT

Section 1. Passage of Resolution. A Participating Community shall become a party hereto by the passage of a resolution approving this Agreement and authorizing execution of the same by its statutory officers. This Agreement shall become effective only upon approval and execution by all of the Participating Communities.

Section 2. Signature Pages. Each Participating Community approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize the City Clerk of the City of Des Moines to assemble the signature pages and append the same to copies of this Agreement, to file this Agreement with the Iowa Secretary of State, and to record with the Polk, Warren and Dallas County Recorder's Offices.

[Appendix and signature pages to follow]

Appendix A

NEW RTA REGIONAL COST ALLOCATION FORMULA FOR THE OPERATING AND CAPITAL IMPROVEMENTS BUDGETS

Method of Computing Annual Tax Levy:

- For purposes of this formula, the "RTA Subsidy Requirement" is defined to be the amount required to subsidize the operating and capital improvements costs for all RTA services (excluding Paratransit) approved by the RTA Commission which amount is net of all other revenue sources available to RTA, except for City of Des Moines Downtown Shuttle funds and other non-local DART tax levy funds.
- Effective in FY2010 (commencing July 1, 2009) the RTA Subsidy Requirement shall be converted to a Tax Levy value by:

Step #1. Allocating the first **\$4,789,223** of RTA Subsidy Requirement in the following manner:

Alleman	\$637
Altoona	\$54,837
Ankeny	\$122,605
Bondurant	\$2,462
Carlisle	\$3,645
Clive	\$60,547
Des Moines	\$3,315,929
Elkhart	\$424
Granger	\$1,101
Grimes	\$9,259
Johnston	\$53,455
Mitchellville	\$1,625
Pleasant Hill	\$10,544
Polk City	\$3,380
Runnells	\$328
Sheldahl	\$262
Unincorp. Polk County	\$56,150
Urbandale	\$241,814
West Des Moines	\$777,251
<u>Windsor Heights</u>	<u>\$72,969</u>
TOTAL	\$4,789,223

Step #2. The balance of RTA Subsidy Requirement (the total requirement less \$4,789,223) is then allocated to each member community based upon each member's proportional share of the total taxable property valuation in all DART Communities.

Step #3. An amount equal to \$532,326 in FY2010, \$597,348 in FY2011, and then \$650,000 in FY2012 and subsequent years, shall be reduced from the City of Des Moines' allocation from Steps #1 and #2 above. This same amount shall be added to the allocation amounts for all other member cities except for Des Moines in proportion to their share of total taxable property value in DART Communities except Des Moines.

Step #4. Add the values in each step listed above for each member community and then divide this amount into the taxable value for each community then multiplying this value by \$1,000 to express the requirement in terms of a taxable levy per \$1,000 of taxable value.

Approved by DART Commission – October 28, 2008

Appendix B

FY 2018 DART Property Tax Levy Rates

Jurisdiction	FY2018 DART Levy
Alleman [^]	\$0.610
Altoona	\$0.689
Ankeny	\$0.639
Bondurant [^]	\$0.603
Carlisle [^]	\$0.611
Clive	\$0.633
Des Moines	\$0.824**
Elkhart [^]	\$0.530
Granger [^]	\$0.604
Grimes [^]	\$0.602
Johnston	\$0.630
Mitchellville [^]	\$0.616
Pleasant Hill	\$0.609
Polk City [^]	\$0.578
Runnells [^]	\$0.534
Unincorporated Polk County [^]	\$0.537
Urbandale	\$0.682
West Des Moines	\$0.783
Windsor Heights	\$0.950

[^] Small Communities with Frozen Levy Rates for Three Fiscal Years Beginning in FY 2018. Per DART Commission Approval on November 1, 2016.

** The City of Des Moines has notified DART of their intention to reduce their computed levy rate to this listed amount by providing DART \$680,000 in accordance with DART's adopted "Levy Buy-Down" policy.

CITY OF ALLEMAN

By: Carmella Jones
Its: Mayor

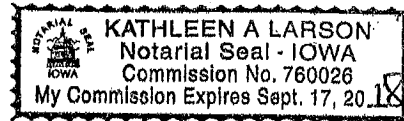
ATTEST:

By: Kathleen A. Larson
Its: City Clerk

STATE OF IOWA)
COUNTY OF Polk) ss:

On the 17 day of August, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Carmella Jones and Kathleen A. Larson, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Alleman, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Alleman, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Kathleen A. Larson
Notary Public in and for the State of Iowa



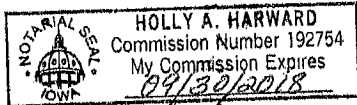
SUBSTITUTED AND RESTATED 28E AGREEMENT FOR THE DES MOINES REGIONAL TRANSIT AUTHORITY
JUNE 6, 2017

I, Kathleen A. Larson, affirm that I am the City Clerk of the City of Alleman, Iowa, a municipal corporation, that the above instrument was signed by its Mayor on behalf of said municipal corporation by authority and resolution of the City Council of Alleman, Iowa, as the voluntary act and deed of said municipal corporation.

Kathleen A. Larson
Kathleen A. Larson, City Clerk of Alleman, Iowa

STATE OF IOWA, COUNTY OF DALLAS) ss

On this 21st day of September, 2017, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Kathleen A. Larson, to me personally known, who affirmed that she is the City Clerk of the City of Alleman, Iowa, a municipal corporation, and that the above instrument was signed by its Mayor on behalf of said municipal corporation by authority and resolution of the City Council of Alleman, Iowa, as the voluntary act and deed of said municipal corporation.



Holly A. Harward
Notary Public in and for the said State of Iowa

CITY OF ALTOONA

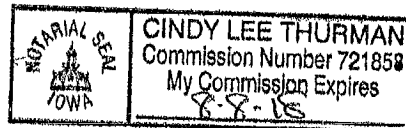
By: [Signature]
Its: Mayor

ATTEST:

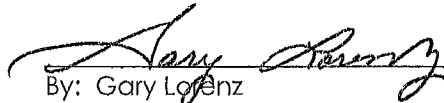
By: [Signature]
Its: City Clerk
STATE OF IOWA)
COUNTY OF Polk) SS:

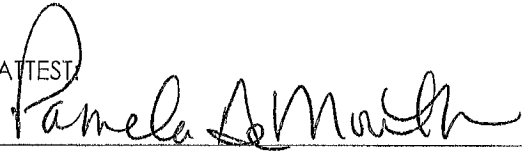
On the 17 day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Dean O'Connor and Randy Pierce, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Altoona, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Altoona, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa



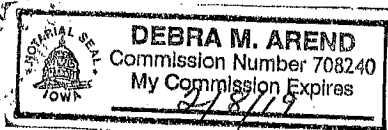
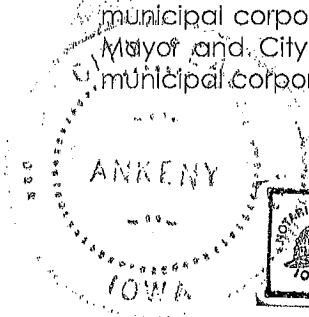
CITY OF ANKENY

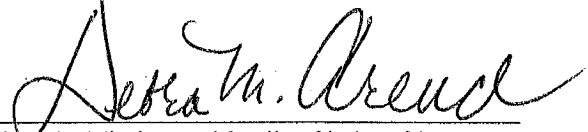

By: Gary Lorenz
Its: Mayor

ATTEST

By: Pamela DeMouth
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On the 17th day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Pamela DeMouth and Gary Lorenz, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Ankeny, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.




Notary Public in and for the State of Iowa

CITY OF BONDURANT

By: [Signature]
Its: Mayor

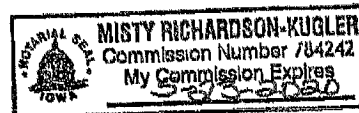
ATTEST:

By: [Signature]
Its: City Clerk

STATE OF IOWA)
COUNTY OF Polk) ss:

On the 24 day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Curt Sullivan and Shelby Nagan, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Bondurant, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Bondurant, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Misty Richardson-Kugler
Notary Public in and for the State of Iowa



CITY OF CARLISLE

Ruth Randleman
By: Ruth Randleman
Its: Mayor

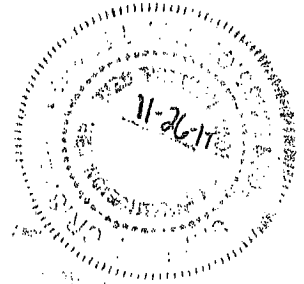
ATTEST:

Martha Becker
By: Martha Becker
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF Warren)

On the 11 day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Martha Becker and Ruth Randleman to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Carlisle, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Carlisle, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Shalee Grispen
Notary Public in and for the State of Iowa



CITY OF CLIVE

By: Scott Cirksema
Its: Mayor

ATTEST:

Joyce Cortum
By: Joyce Cortum
Its: City Clerk

STATE OF IOWA)
COUNTY OF Pok) ss:

On the 22 day of June, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Scott Cirksema and Joyce Cortum, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Clive, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Clive, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.



Matthew Graham
Notary Public in and for the State of Iowa

CITY OF DES MOINES

T.M. Franklin Cornie
By: T.M. Franklin Cornie
Its: Mayor

ATTEST:

Diane Rauh
By: DIANE RAUH
Its: City Clerk

STATE OF IOWA)
COUNTY OF POLK) ss:

On the 28th day of August, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared T.M. Franklin Cornie and DIANE RAUH, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Des Moines, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.



Rachel Mariko Brown
Notary Public in and for the State of Iowa

CITY OF ELKHART

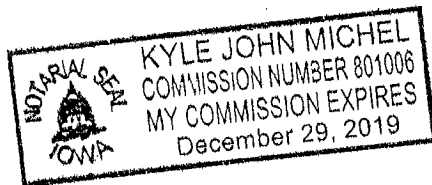
By: Brendon Snyder
Its: Mayor

ATTEST:

By: Kyle Michel
Its: City Clerk

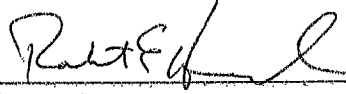
STATE OF IOWA)
COUNTY OF Polk) ss:

On the 17 day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Brendon Snyder and Kyle Michel, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Elkhart, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Elkhart, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

CITY OF GRANGER



By: Robert E. Herrold

Its: Mayor pro tempore

ATTEST:



By: Kristy Trzeciak

Its: City Clerk

STATE OF IOWA

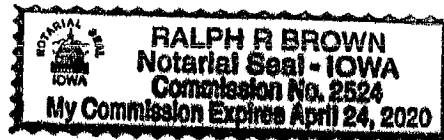
)
) ss:

COUNTY OF DALLAS

On the 12th day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Robert E. Herrold and Kristy Trzeciak, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Granger, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Granger, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.



Notary Public in and for the State of Iowa



CITY OF GRIMES

By: [Signature]
Its: Mayor Thomas M. Armstrong

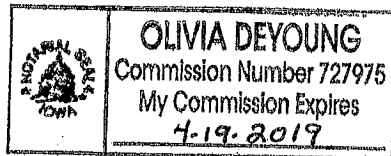
ATTEST:

By: Rochelle Williams
Its: City Clerk Rochelle Williams

STATE OF IOWA)
) ss:
COUNTY OF Polk)

On the 8th day of August, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Thomas M. Armstrong and Rochelle Williams, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Grimes, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Grimes, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa



CITY OF JOHNSTON


By: Paula Dierenfeld

Its: Mayor

ATTEST:


By: Cyndee Rhames
Its: City Clerk

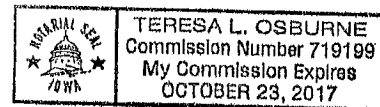
STATE OF IOWA

COUNTY OF POLK

) ss:
)

On the 19th day of June, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Paula Dierenfeld and Cyndee Rhames, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Johnston, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Johnston, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.


Notary Public in and for the State of Iowa



CITY OF MITCHELLVILLE

By: *Jan Woods*
Its: Mayor

ATTEST:

By: *Tammi Dillavou*
Its: City Clerk

STATE OF IOWA }
COUNTY OF BOIK } ss:

On the 17th day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Jan Woods and Tammi Dillavou to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Mitchellville, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Mitchellville, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

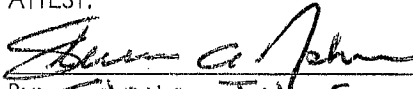
[Signature] #550
Notary Public in and for the State of Iowa



CITY OF PLEASANT HILL

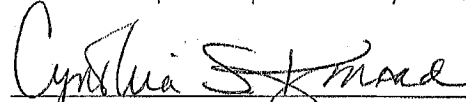

By: Sara Kuravski
Its: Mayor

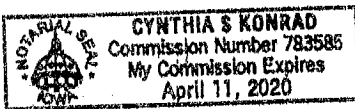
ATTEST:


By: Steve Johns
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF Polk)

On the 27th day of June, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Sara Kuravski and Steve Johns to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Pleasant Hill, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Pleasant Hill, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.


Notary Public in and for the State of Iowa



CITY OF POLK CITY

By: Jason Morse
Its: Mayor

ATTEST:

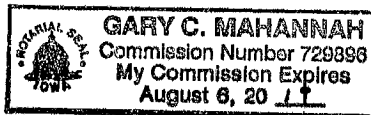
By: Jenny Gibbons
Its: City Clerk

STATE OF IOWA)

) ss:

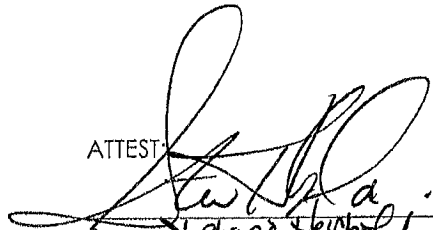
COUNTY OF Polk)

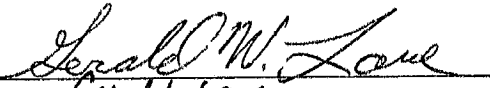
On the 24th day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Polk City, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

CITY OF RUNNELLS

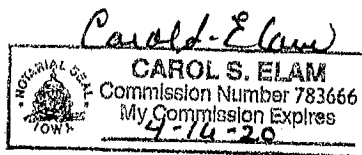
ATTEST: 
By: Stephanie Herbold
Its: City Clerk


By: Gerald Lane
Its: Mayor

STATE OF IOWA)
COUNTY OF Polk) ss:

On the 10 day of August, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Stephanie Herbold and Gerald Lane, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Runnells, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Runnells, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

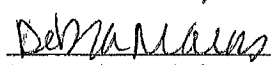

Notary Public in and for the State of Iowa



CITY OF URBANDALE


By: Robert D. Andeweg
Its: Mayor

ATTEST:

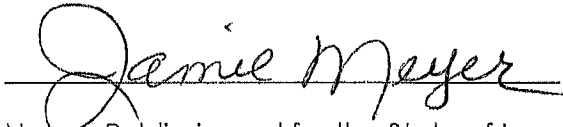

By: Debra Mains
Its: City Clerk

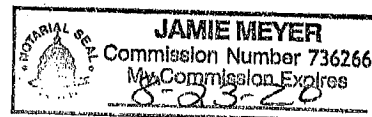
STATE OF IOWA)

) ss:

COUNTY OF POLK AND DALLAS)

On the 18th day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Robert D. Andeweg and Debra Mains, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Urbandale, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Urbandale, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.


Notary Public in and for the State of Iowa



CITY OF WEST DES MOINES

By: *Stacy K. Orr*
Its: Mayor

ATTEST:

Ryan T. Jacobson
By: *Ryan T. Jacobson*
Its: City Clerk

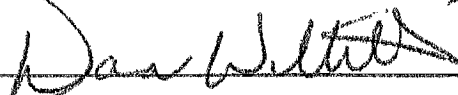
STATE OF IOWA)
) ss:
COUNTY OF Polk)

On the 24th day of June, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Stacy K. Orr and Ryan T. Jacobson, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of West Des Moines, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

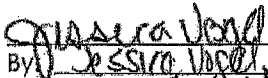
Katie Walters
Notary Public in and for the State of Iowa



CITY OF WINDSOR HEIGHTS

By: 
Its: Mayor

ATTEST:

By: 
Its: City Clerk (Deputy)

STATE OF IOWA)
COUNTY OF Polk) ss:

On the 20th day of June, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Diana Willits and Jessica Vogel, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Windsor Heights, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Windsor Heights, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.


Notary Public in and for the State of Iowa





POLK COUNTY, IOWA

John F. Mauro
By: JOHN F. MAURO
Its: Chair, Board of Supervisors

ATTEST:
Jamie Fitzgerald
By: JAMIE FITZGERALD
Its: Polk County Auditor

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On the 20th day of JUNE, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared JOHN F. MAURO and JAMIE FITZGERALD, to me personally known, who, being by me duly sworn, did say that they are the Chair of the Board of Supervisors and the Auditor of Polk County, Iowa, a political subdivision; that the seal affixed to the foregoing instrument is the corporate seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of the Polk County Board of Supervisors, and the Chair of the Board of Supervisors and the Auditor of Polk County, Iowa acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.



Rebecca Dewey
Notary Public in and for the State of Iowa



DART Property Tax Formula Update

DART Commission
Kent Farver, Chief Financial Officer
October 6, 2020



Activity to Date

- ▶ October – November 2019 – Interviews and Feedback on Current Formula
- ▶ December 13, 2019 – Discussion Principles Facilitation
- ▶ January 24, 2020 – Discussion Principles Facilitation
- ▶ February 7, 2020 - Discussion Principles Facilitation
- ▶ February 28, 2020 – Presentation on Property Tax Formula Options
- ▶ September 25, 2020 – Review and refinement of Property Tax Formula Options



Property Tax Formula Initiative Goals

- ▶ Meets the regional intent of DART;
- ▶ Allows for DART's member communities to continue to find value in maintaining their membership; and
- ▶ Provides flexibility for DART to meet future needs of the community.



Operating Values

- ▶ An open and inclusive process of gathering input and recommendations from key stakeholders.
- ▶ To be good listeners, be respectful of all points of view, and have robust discussions on the key issues regarding the formula.
- ▶ To work towards finding consensus through the process, recognizing that the end solution will not likely be a perfect solution for everyone.
- ▶ Success is finding consensus on a formula that aligns the costs and benefits to members communities and factors in the importance of regionality in how people travel.



Principles of the Property Tax Formula

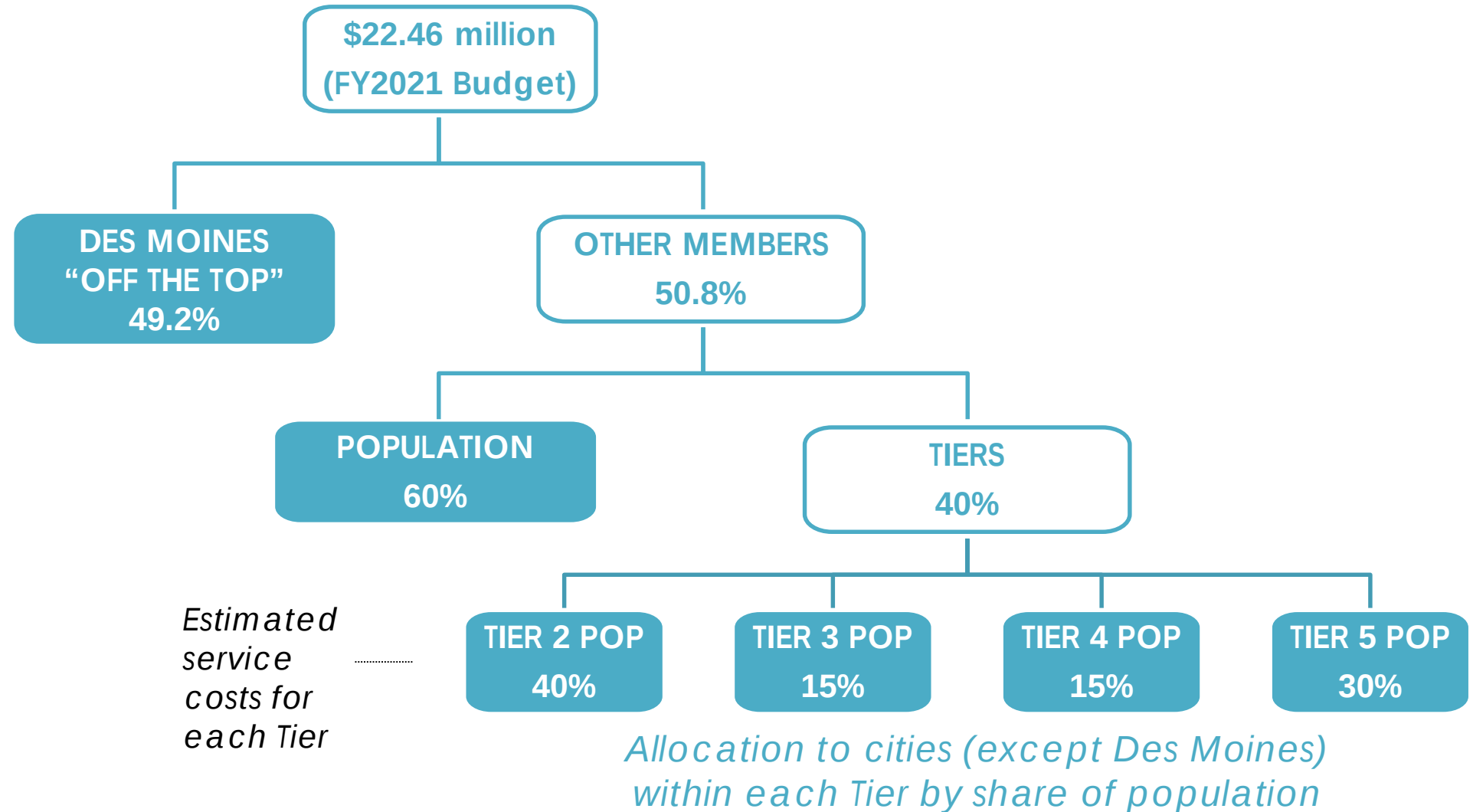
- ▶ Long-term viability
- ▶ Predictability
- ▶ Transparency
- ▶ Regional mindset
- ▶ Equity
- ▶ Base Level of Support
- ▶ Creative

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Preferred Formula: Scenario 5

Scenario 5

Des Moines, Population, and Service Tiers





How the Formula is Applied

- ▶ Determine the total DART property tax need
- ▶ Allocate the dollar amount to the City of Des Moines based on the formula percentage
- ▶ Determine the dollar amount for other members based on the remaining amount
 - ▶ Allocate 60% of this amount based on share of population
 - ▶ Allocate 40% based on service tier and applicable percentage (allocate through each tier by share of population)



Other Notes for the Formula Allocation

- ▶ The percent share for each member community of the total amount levied is developed through the formula structure
- ▶ Only changes to the number of members or service tier changes will impact this percent share
- ▶ Actual levy rates are determined by the member's valuation amount and the amount needing to be levied by DART
- ▶ The actual levy rate can fluctuate each year based on these variables
- ▶ Recommended data source for population is the Census estimates

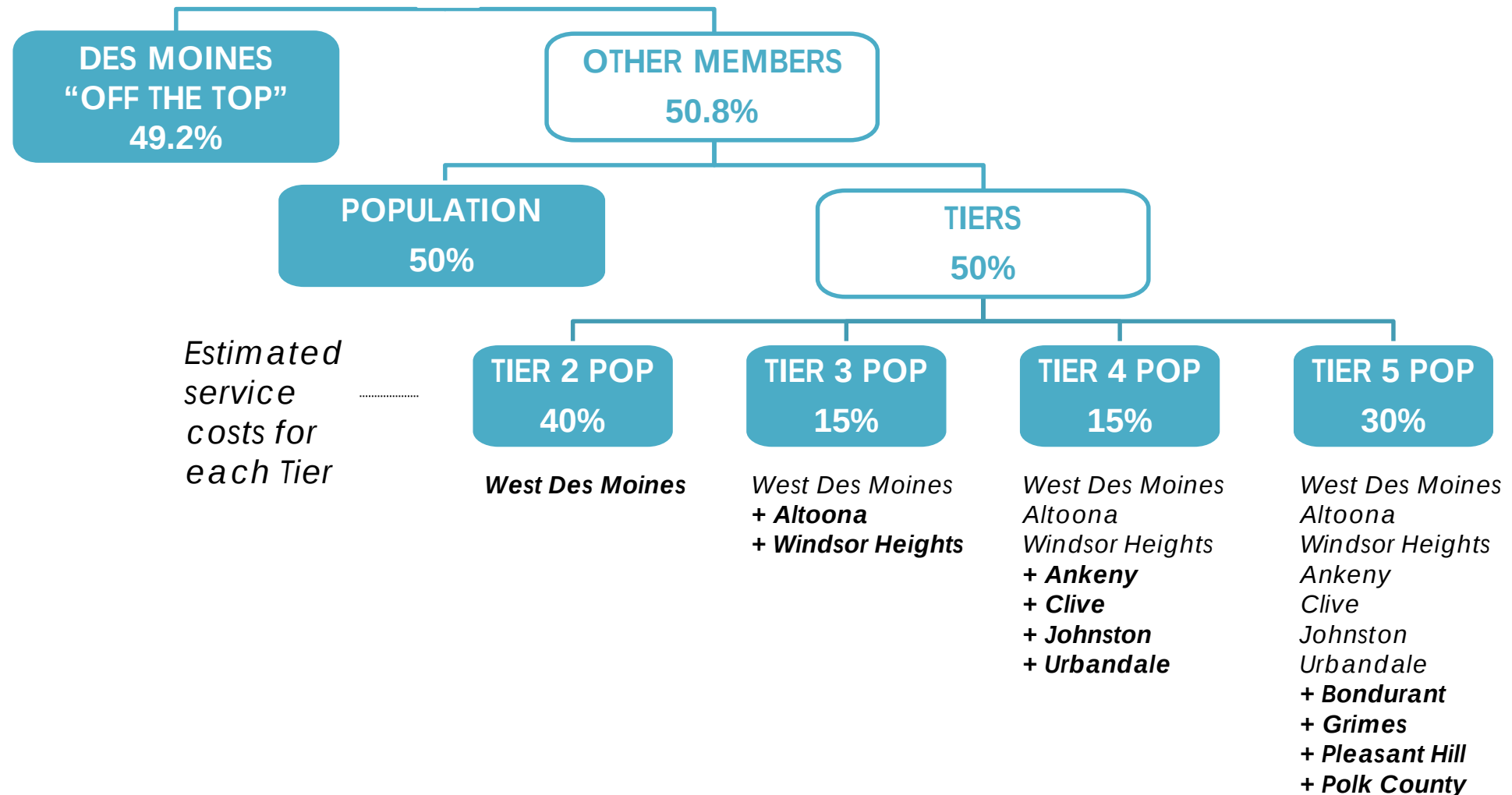


Reasons for Change to 50/50

- ▶ More equal balance between population and service level
- ▶ Easier to explain to others

Scenario 5 – 50/50 Split

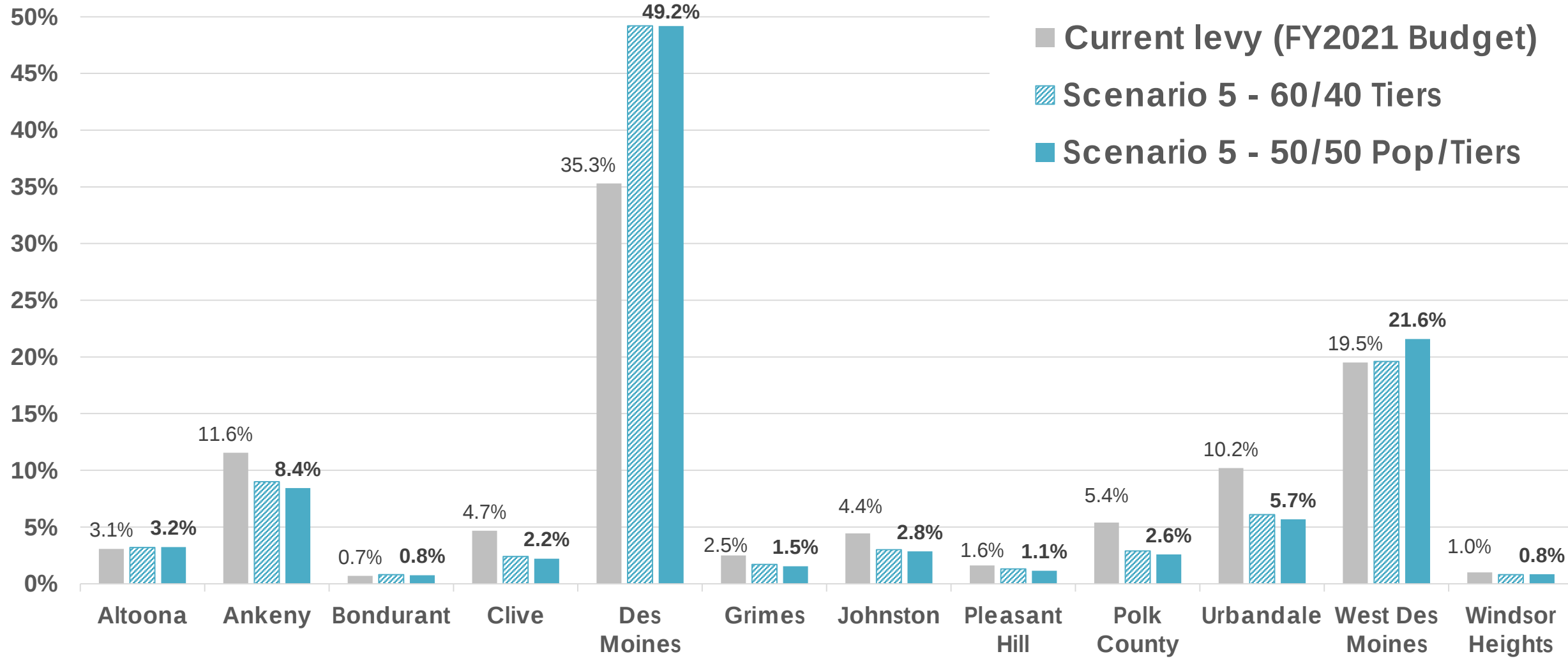
Des Moines, Population, and Service Tiers



Scenario 5

Des Moines, Population, and Service Tiers

MEMBER COMMUNITY SHARE OF TOTAL

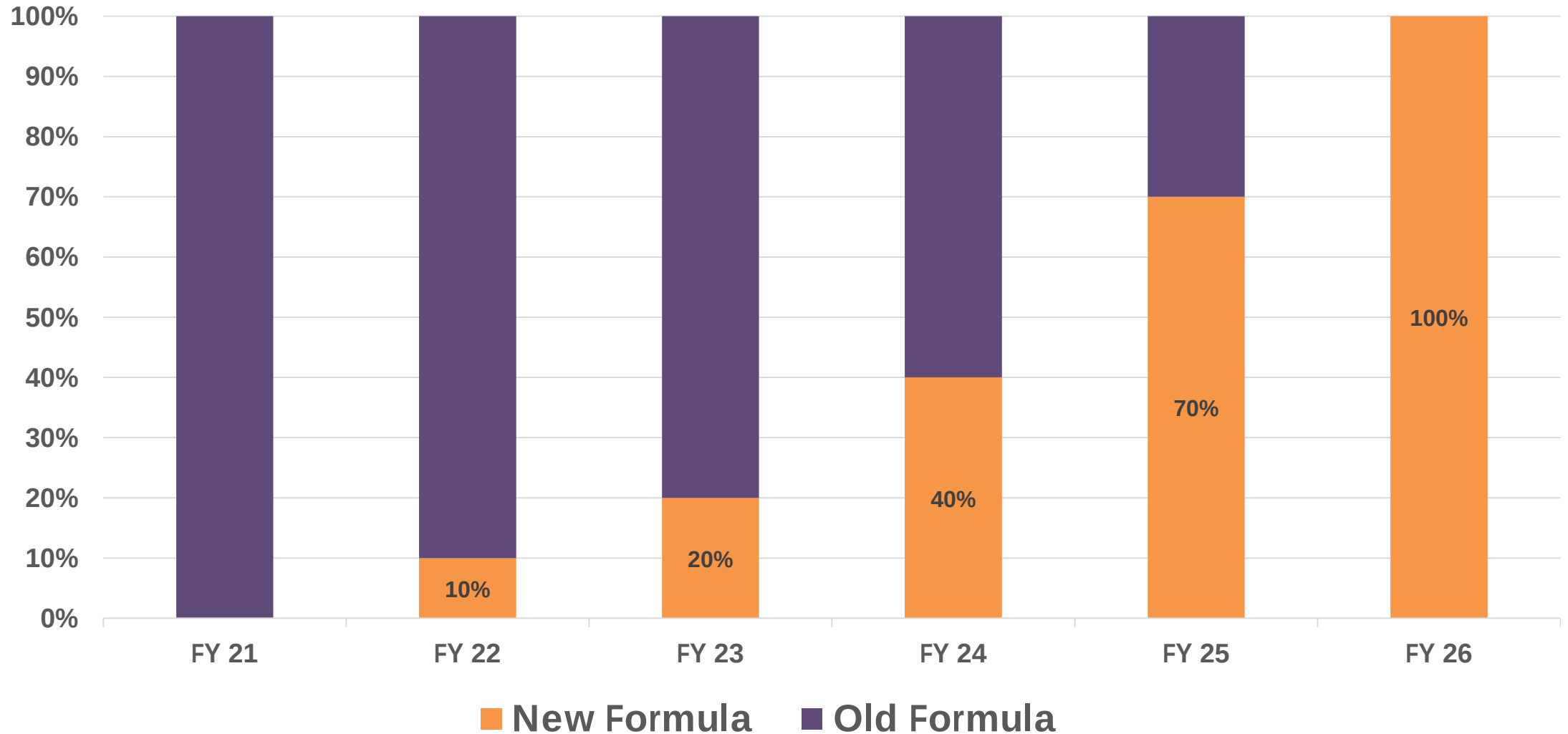




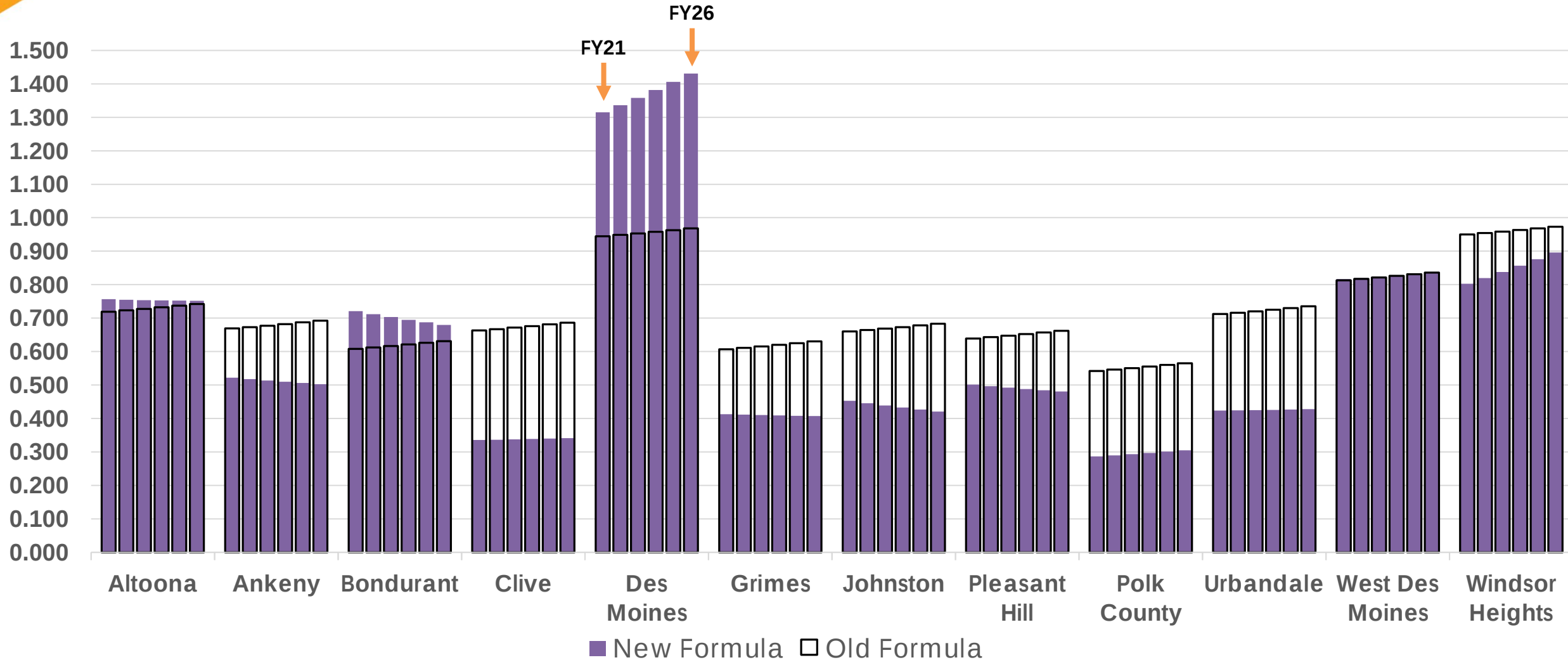
Implementation

- ▶ Gradual transition from current formula to new formula
 - ▶ Start FY 22
 - ▶ Complete FY 26
- ▶ Blended formula FY 22 through 25
- ▶ Requires State legislative action to lift or raise the property tax levy cap from \$0.95

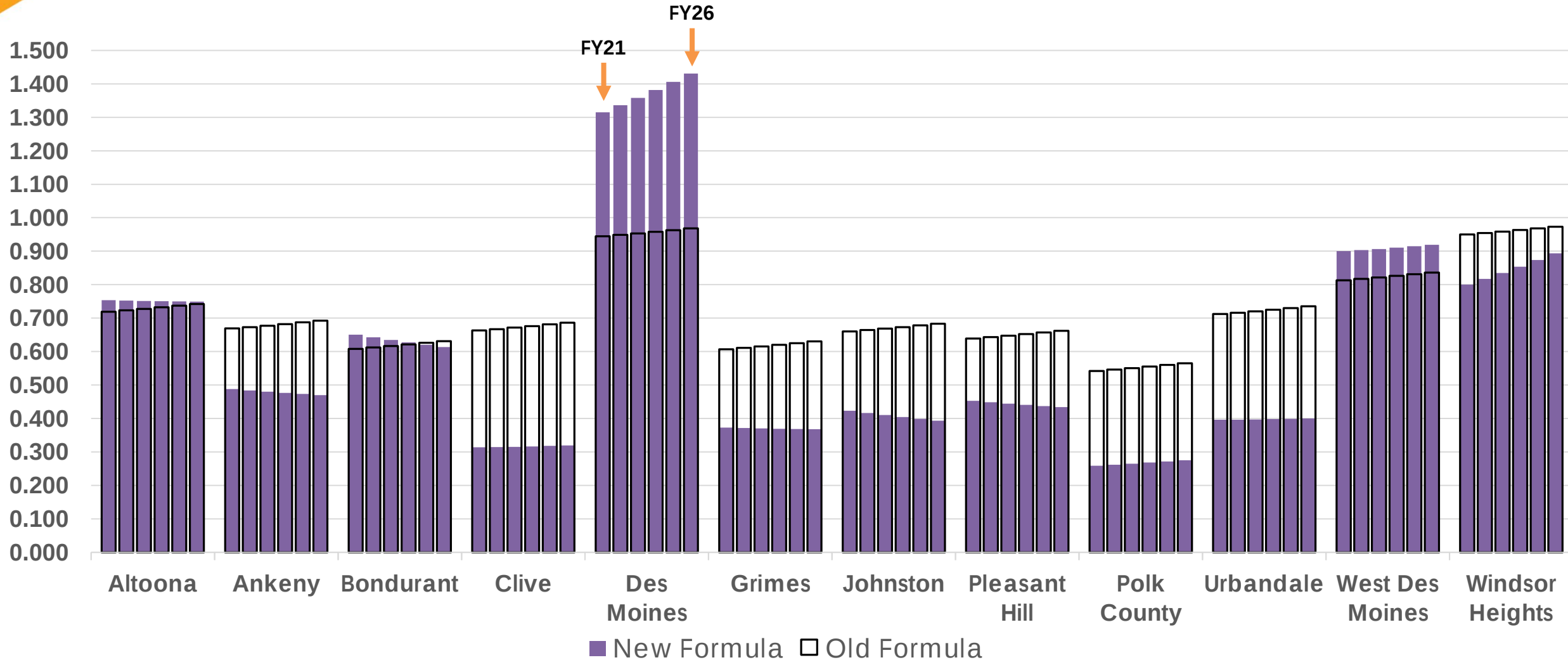
Formula Phase In



Estimated Levy Rates (60/40), FY21 – FY 26

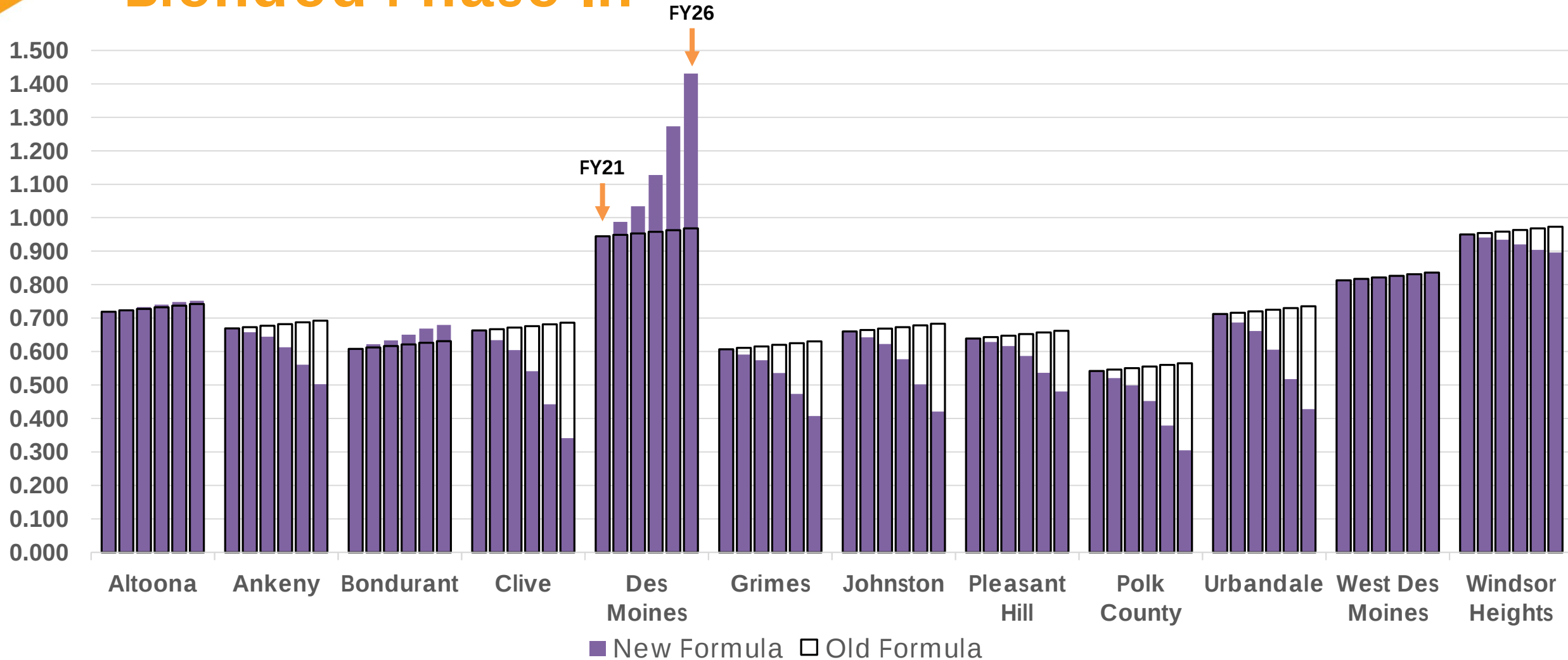


Estimated Levy Rates (50/50), FY21 – FY 26



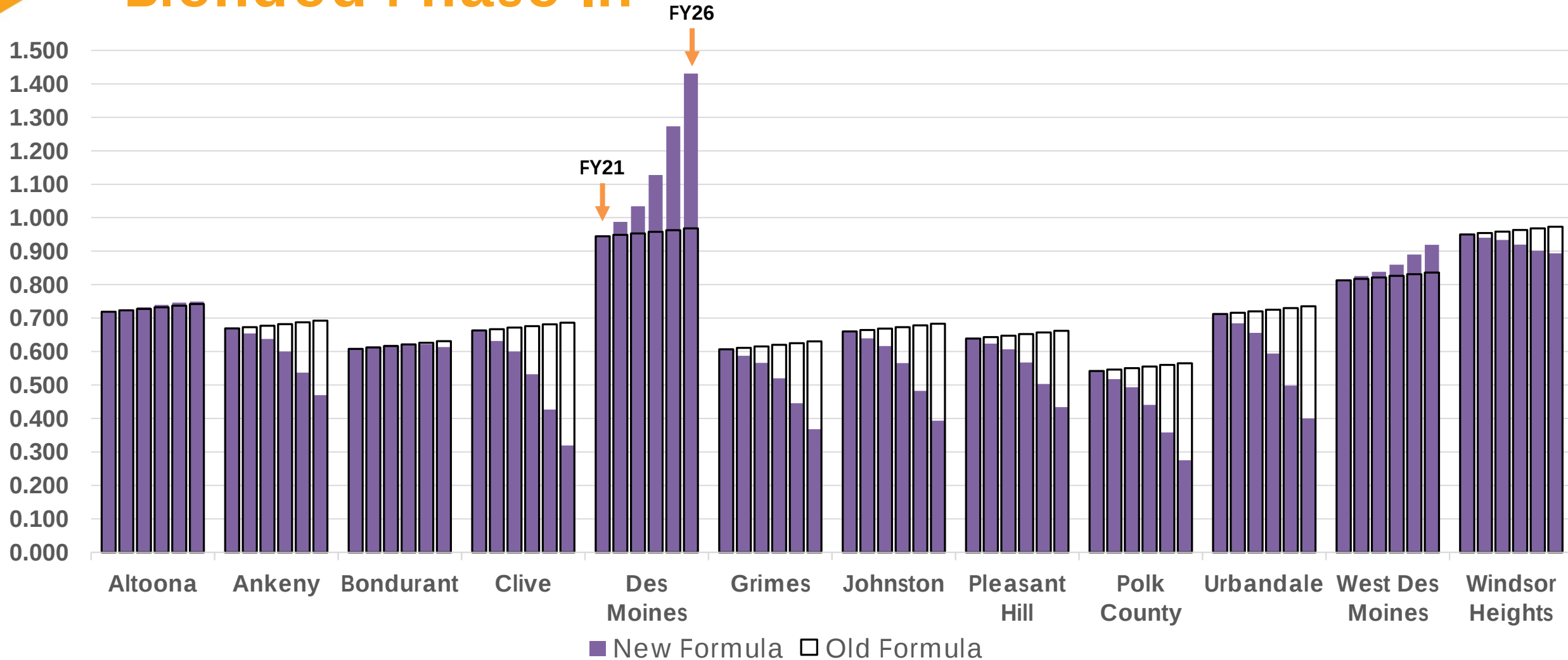
Estimated Levy Rates (60/40), FY21 – FY 26

Blended Phase In



Estimated Levy Rates (50/50), FY21 – FY 26

Blended Phase In





Scenario 5

Recommendation

- ▶ Confirm that the Commission would prefer moving forward with the 50/50 allocation rather than the 60/40 allocation

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Questions Raised During Discussion



Minimum Levy Concept

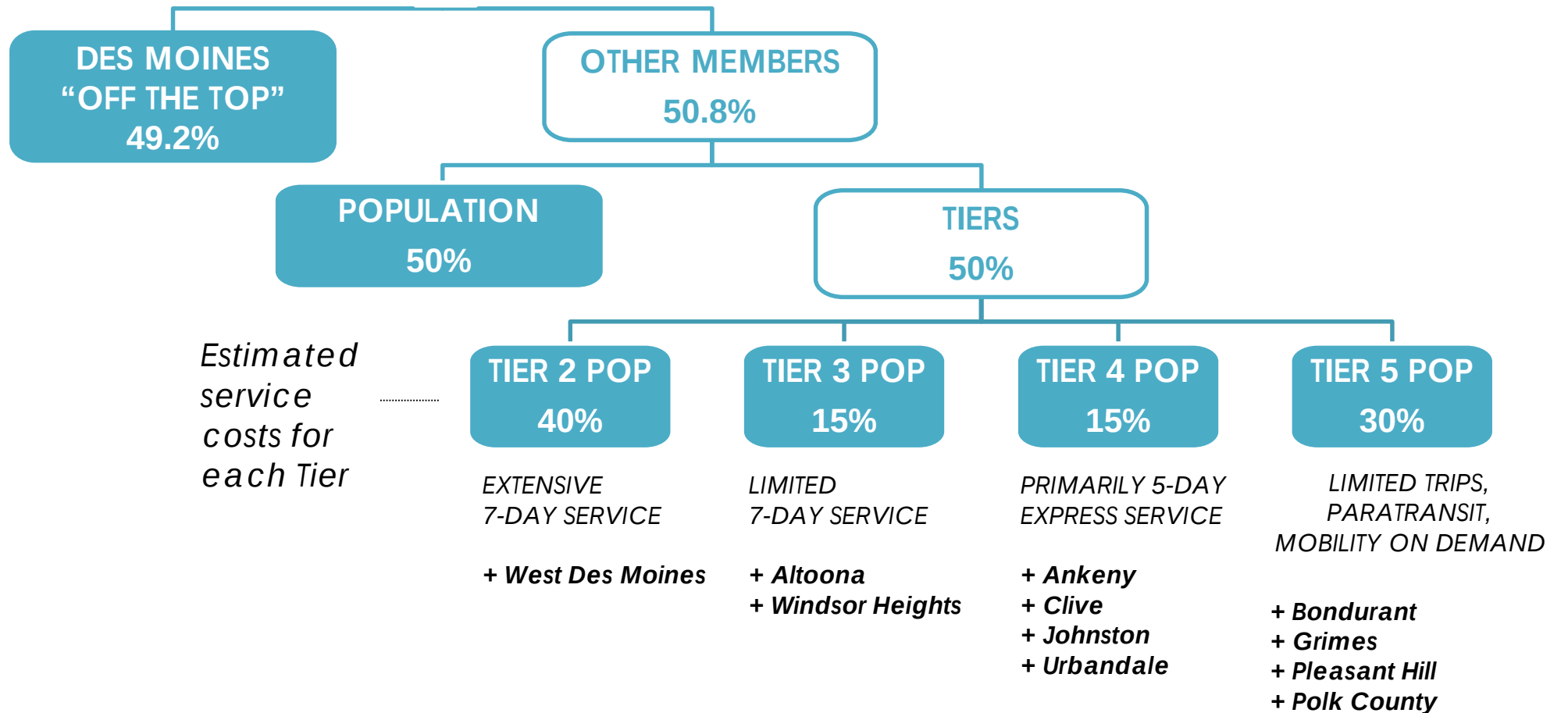
- ▶ A minimum levy amount alters the intent of the formula
 - ▶ Alters the balance between population and service level given dispersion of valuations across member communities
 - ▶ Potential to introduce a minimum percentage rate
- ▶ Recommendation is to not introduce a minimum levy amount



Adjusting for Future Service Levels

- ▶ Incremental or non-material changes to service will not require a recalculation
- ▶ DART staff will analyze any service changes brought to the Commission and communicate whether the change will require a recalculation for the next fiscal year
- ▶ Any change that moves the member from one service tier to another will automatically cause the service piece to be recalculated for the next fiscal year
- ▶ Any service change that impacts only one member would need to be addressed on a case by case basis

Service Tiers





Next Steps

- ▶ **October 2020**

- ▶ Complete formal documentation of the formula
- ▶ Additional workshop?

- ▶ **November/December 2020**

- ▶ Member community outreach

- ▶ **January 2021**

- ▶ Commission decision on change to formula

- ▶ **March 2021**

- ▶ Implementation of formula if legislative action taken to raise the cap