

FILED  
SECRETARY OF STATE  
IOWA

MAY 25 10 00 AM '06

**AMENDED AND RESTATED**

**AGREEMENT**

**for the**

**DES MOINES REGIONAL**

**TRANSIT AUTHORITY**

M034101



Table of Contents

ARTICLE 1. DEFINITIONS

Section 1. Definitions..... 5

ARTICLE II. PURPOSE AND STATUS AS LEGAL ENTITY

Section 1. Purpose ..... 7

Section 2. Status as Legal Entity ..... 7

ARTICLE III. ORGANIZATION OF COMMISSION

Section 1. Commission Shall Constitute Governing Body  
of the RTA..... 7

Section 2. Composition of Commission..... 8

Section 3. Voting..... 10

Section 4. Officers ..... 10

Section 5. Meetings ..... 11

Section 6. Bylaws ..... 11

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

Section 1. Grant of Powers ..... 12

Section 2. Power to Levy Tax..... 14

ARTICLE V. COMMITTEES

Section 1. Nominating Committee..... 14

Section 2. Service and Budget Review Committee ..... 14

Section 3. Other Committees ..... 14

ARTICLE VI. TRANSFER OF EXISTING FACILITIES AND  
ASSETS

Section 1. Acquisition of Existing Facilities..... 14

ARTICLE VII. OPERATION AND MAINTENANCE RESPONSIBILITIES

Section 1. Commission Responsibilities for Operation and  
Maintenance..... 15

Section 2. Staff and Contracts..... 15

|   |    |
|---|----|
| ARTICLE VIII. BUDGET  |    |
| Section 1. Fiscal Year.....                                       | 15 |
| Section 2. Schedule for Budget Preparation .....                  | 15 |
| Section 3. Content and Format of Annual Budget.....               | 15 |
| Section 4. Allocation of Budget.....                              | 16 |
| Section 5. Budget Hearing.....                                    | 17 |
| ARTICLE IX. FUNDS AND ACCOUNTS                                    |    |
| Section 1. Funds and Investments.....                             | 17 |
| Section 2. Annual Audit.....                                      | 18 |
| ARTICLE X. ADDITIONAL PARTICIPATING COMMUNITIES                   |    |
| Section 1. Admission of Additional Participating Communities..... | 18 |
| Section 2. Voting Rights.....                                     | 18 |
| ARTICLE XI. ISSUANCE OF BONDS                                     |    |
| Section 1. Obligations and Use of Reserves Authorized .....       | 18 |
| Section 2. Limited Obligations .....                              | 19 |
| Section 3. Restriction on Withdrawal .....                        | 19 |
| ARTICLE XII. ACQUISITION AND DISPOSITION OF PROPERTY              |    |
| Section 1. Acquisition.....                                       | 19 |
| Section 2. Disposition .....                                      | 19 |
| ARTICLE XIII TECHNICAL COOPERATION                                |    |
| Section 1. Participating Community Records .....                  | 19 |
| Section 2. RTA Records.....                                       | 20 |
| ARTICLE XIV. AMENDMENTS   |    |
| Section 1. Amendments.....  | 20 |
| ARTICLE XV. REMEDIES, NOTICES                                     |    |
| Section 1. Remedies.....  | 20 |
| Section 2. Notices .....  | 20 |

|   |       |
|---|-------|
| ARTICLE XVI. WITHDRAWAL BY PARTICIPATING COMMUNITIES    |       |
| Section 1. Notice of Withdrawal.....                    | 20    |
| Section 2. Restrictions on Withdrawal.....              | 21    |
| Section 3. Entitlement on Withdrawal.....               | 21    |
| Section 4. Resolution.....                              | 22    |
| ARTICLE XVII. CONTRACTING FOR TRANSIT SERVICES          |       |
| Section 1. ....   | 22    |
| ARTICLE XVIII. EFFECTIVE DATE AND DURATION OF AGREEMENT |       |
| Section 1. Effective Date .....                         | 23    |
| Section 2. Duration .....                               | 23    |
| ARTICLE XIX. TRANSITION MATTERS                         |       |
| Section 1. Prior Budget Actions.....                    | 23    |
| Section 2. Assumption of Contracts.....                 | 23    |
| Section 3. Officers.....                                | 23    |
| Section 4. Policies.....                                | 23    |
| ARTICLE XX. SEVERABILITY                                |       |
| Section 1. Provisions to be Severable.....              | 24    |
| ARTICLE XXI. EXECUTION OF AGREEMENT                     |       |
| Section 1. Passage of Resolution.....                   | 24    |
| Section 2. Signature Pages .....                        | 24    |
| PARTICIPATING COMMUNITY SIGNATURE PAGES.....            | 25-31 |

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, and 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 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 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 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 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 consider it desirable to amend and restate said 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; and

WHEREAS, the Constituent Communities and Polk County (hereinafter referred to collectively as the "Participating Communities") have agreed that the Intergovernmental Agreement shall terminate on the Effective Date of this 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 Amended and Restated Agreement for the Des Moines Regional Transit District, 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 the RTA 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 RTA System.

- c) "Code" shall mean the Code of Iowa, 2005, as the same may be amended and supplemented from time to time.
- d) "Commission" shall mean the commission of the RTA, being the successor to the Board created under the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority.
- e) "Effective Date" shall mean March 1, 2006.
- 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 RTA System.
- g) "Improvements" shall mean buildings or other facilities constructed as part of or for the use and benefit of the RTA 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) "RTA" shall mean the Des Moines Regional Transit Authority established and operating as described in this Agreement.
- k) "RTA System" means and includes all real property, buildings and facilities, including the RTA 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 RTA bus routes, heretofore acquired by the RTA's predecessor agency or hereafter acquired by the RTA 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 1 of this Agreement.
- m) "Participating Communities" shall mean the Cities of Altoona, Ankeny, Clive, Des Moines, Urbandale, West Des Moines, Windsor Heights and Polk County, together with any other cities or counties that become Participating Communities under the provisions of this Agreement.
- n) "Selection Committee" shall mean the committees established under the provisions of Article III, Section 2(b)(2) of this Agreement.
- o) "Service and Budget Review Committee" shall mean the committee established under the

provisions of Article V, Section 2 of this Agreement.

## ARTICLE II. PURPOSE AND STATUS AS LEGAL ENTITY

Section 1. Purpose. This Agreement is 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 (RTA System) heretofore established, acquired and operated by the RTA's predecessor agency.

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 the RTA.

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. The RTA 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 the "Des Moines Regional Transit Authority" or the "RTA". 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 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 the RTA. The RTA shall be governed in all matters by the Commission established in this Article. The members the MTA

Board who are in office on the Effective Date are hereby appointed to serve as the initial Commission of the RTA created pursuant to this Agreement and upon acceptance of such appointment shall serve in that capacity until July 1, 2006 when new Commission members appointed as hereafter provided shall take office.

Section 2. Composition of Commission.

- (a) Commencing on July 1, 2006, the RTA Commission shall be composed of members appointed as hereafter provided.
- (b) Initially there shall be nine members of the Commission of the RTA, but the number of members may be increased pursuant to Article III Section 2 (4) below.
  - (1) Two of such members shall be at-large, and shall be selected by the Polk County Board of Supervisors. Two alternates shall also be selected by the Polk County Board of Supervisors.
  - (2) The remaining members of the Commission shall be selected in the following manner: Seven districts shall be created, with the boundaries of such districts the same as each of the seven state senate districts located in Polk County, except as hereinafter provided. As of the Effective Date of this Agreement those State Senate Districts are 30, 31, 32, 33, 34 and 35, and that part of State Senate District 21 which is located within Polk County. One member of the Commission and one alternate shall be selected in each district, by a Selection Committee which shall be created in each such district. The Selection Committee in each district shall consist of the mayor of each city which is located in whole or in part within such district boundaries. Each mayor serving on the selection committee may nominate a person to serve as the member of the Commission representing such district. Any nomination of a member or alternate must be approved in advance by the city council of the mayor making such nomination before submission to the Selection Committee. The Selection Committee in each such district shall select one person to serve as a member of the Commission, and one person to serve as an alternate. The member and the alternate may be selected from different cities. In districts which consist of an area located in more than one city, any impasse by the Selection Committee in the selection of a member or an alternate shall be resolved by the use of a weighted vote, in which the mayor of each city is entitled to one vote for each person residing within that part of the city of which they are mayor which is located within the district, according to the most recent U.S. Decennial Census, or more recent U.S. Census in which sufficiently detailed population data is available to determine the population within each RTA district. In districts which are located wholly within one city,



the selection of a member and an alternate shall be made by the mayor and confirmed by resolution of the city council.

- (3) To the extent that a city whose boundaries are included within a transit district in Polk County has boundaries which extend into an adjacent county or counties, the boundaries of that transit district shall be expanded to include that part of the city which is located in an adjacent county or counties.
- (4) The Commission shall create a new transit district from such part of a transit district or contiguous transit districts located in part outside of Polk County when the population of that part of a transit district or contiguous transit districts located in part outside of Polk County exceeds 60,000 according to the most recent U.S. Decennial Census, or more recent U.S. Census in which sufficiently detailed population data is available to determine the population within each RTA district. An additional member of the Commission shall then be selected in the new transit district following the process described in Article III. Section 2(b)(2).
- (5) If a local government entity that is located wholly outside of Polk County should become a Participating Community, then for purposes of this Article the population of such local government shall be added to the nearest transit district, and the boundaries of such transit district shall be extended to include the boundaries of such local government entity. If it is not possible to determine which transit district is "nearest", then the new Participating Community may select the transit district to which its population shall be added for the purposes of this Agreement.
- (6) Under the Iowa Code, legislative redistricting is mandatory immediately following an official U.S. Decennial Census. In the year following an Iowa legislative redistricting, the Commission shall establish new boundaries for transit districts, as near as reasonably practicable to the newly established state senate districts for the boundaries of the cities and counties who are then Participating Communities under this Agreement.

(c) All members who are elected officials of Participating Communities shall serve during the time they hold office and if such member ceases to hold elected office, their term as a member of the Commission may be terminated at the election of the city council of which the elected official was a member, and the vacancy shall be filled as provided in Article III Section 2(b)(2) above. All representatives who are not elected officials of a Participating Community shall serve the regular term of appointment. The term of office of any member of the commission shall immediately terminate if such member ceases to permanently reside within the district which the member represents on the Commission.

(d) For members of the Commission taking office in July of 2006, members shall be appointed to either two year, three year or four year terms of office as follows: the initial terms of office for appointments in Districts 1, 3 and 8 shall be two years, the initial terms of office for appointments in Districts 2, 5 and 9 shall be three years, and the initial terms of office for appointments in Districts 4, 6 and 7 shall be four years. Commencing in July of 2008, new members appointed to the Commission shall be appointed to four-year terms of office. A description of the boundaries of each district is attached to this Agreement as Exhibit A.

### Section 3. Voting.

(a) In the conduct of the Commission's business, each member of the Commission will have one vote, and the majority vote of those members present and voting shall decide such matters.

(b) Action to establish, relocate, or discontinue a vehicle route or any portion of a vehicle route shall require the affirmative votes of two-thirds of the members of the Commission present and voting.

(c) Action to alter the fare schedule applicable to a vehicle route or any portion of a vehicle route shall require the affirmative votes of two-thirds of the members of the Commission present and voting.

(d) 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.

### Section 4. Officers.

(a) The officers of the Commission shall be the Chair, the Vice Chair and the Secretary, each of whom shall be elected by vote of the Commission at the annual meeting of the Commission.

(b) 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) 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) The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Commission, (ii) the giving of all notices in accordance with this Agreement or any bylaws, or as otherwise directed by the Commission or required by law, (iii) acting as custodian of the records of the RTA and (iv) 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.

(e) The officers of the Commission shall be elected annually by and from the members of the Commission present at the annual meeting of the Commission. The Nominating Committee shall select and offer nominations for each office at the annual meeting. Nominations shall also be accepted from the representatives present at the 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 office.

(f) Each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different Participating Communities. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Commission for the unexpired portion of the term.

#### Section 5. Meetings.

(a) Regular meetings shall be held at least monthly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Commission by no later than the last meeting in December of each year. A copy of the agenda and all materials to be considered at the meeting shall be mailed or delivered to the members of the Commission and to an elected official and/or administrator designated by each Participating Community, at least four (4) days prior to the meeting, or as may otherwise be set forth in the bylaws.

(b) Special meetings of the Commission, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair and shall be called by the Chair at the request of any two Participating Communities. The notice requirements of subsection (a) shall apply to all special meetings.

(c) All meetings of the Commission shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future, and in general accordance with Robert's Rules of Order.

(d) The presence of a majority of Commission members shall constitute a quorum. A quorum is required to be present to convene a meeting of the Commission and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all members present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

Section 6. Bylaws. The Commission may adopt bylaws relating to the notice and conduct of its meetings and those of any committees it shall establish. Such bylaws may be adopted, and may be amended or repealed, by a two-thirds vote of the members of the Commission present and voting taken at any regularly scheduled or specially called meeting as described in Article III, Section 5 hereof, provided that such bylaws or proposed amendment or

repeal of such bylaws, was presented in writing 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.

#### 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 RTA 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 such 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 moneys of the RTA,
- (i) acquire, hold, use and dispose of other personal property for the purposes of the RTA,
- (j) acquire by purchase, gift, lease or otherwise, real property and easements therein necessary or useful and convenient for the operation of the RTA, 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 the RTA,

- (k) accept gifts or grants of real or personal property, money, material, labor or supplies for the purposes of the RTA, 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, 2005, 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 the RTA,
- (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 the RTA 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 the RTA 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 RTA 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 the RTA under then existing law as is necessary or useful and convenient to carrying out the functions of the RTA 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 may hire a chief executive officer, fix his/her compensation, benefits, and terminate his/her employment, and may delegate to the chief executive officer the authority to hire other RTA 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 RTA System, provided that said levy in any year shall not exceed the maximum levy allowed under the Iowa Code in the Participating Communities comprising the RTA. 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, 2007, the levy rates shall not exceed those rates set forth in Exhibit B to this Agreement.

## ARTICLE V. COMMITTEES

Section 1. 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 2. Service and Budget Review Committee. A Service and Budget Review Committee is hereby established for the purpose of reviewing the three year service plan and three year budget to be annually prepared by the Commission, prior to the formal submission of the service plan and budget to the governing bodies of the Participating Communities. The Service and Budget Review Committee shall consist of one staff member from each Participating Community, who shall be designated by such Participating Community.

Section 3. Other Committees. The Commission may, by resolution, designate two or more of its representatives to constitute a committee. Such committee shall, if authorized by resolution of the Commission, provide advice and recommendations to the Commission. The designation of such committee shall not operate to relieve the Commission of any responsibility imposed by this Agreement. Meetings of all such committees may be held at such time and place as the committee members may fix from time to time.

## ARTICLE VI. TRANSFER OF EXISTING FACILITIES AND ASSETS

Section 1. Acquisition of Existing Facilities. On the Effective Date, the RTA shall accede to and acquire all right, title and interest in and to the ownership and use, of all Equipment, Improvements and real property formerly owned and operated by the 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 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. The RTA shall operate on the same fiscal year as a city under Iowa law.

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 RTA budget for the next fiscal year. The Commission shall establish the date, time and place for a hearing on the proposed RTA 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 RTA budget.

Section 3. Content and Format of Annual Budget. The RTA 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 RTA expenditures for operation and maintenance the current fiscal year; (e) a schedule showing the allocation of operation and maintenance expenses and debt service among the Participating Communities 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 (e) 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 Expenses.

(1) Base Transit Levy Rate. Five percent of the total operating budget expenses of the RTA shall be allocated to all Participating Communities based upon the percentage of assessed property tax valuations in each Participating Community of the total assessed property tax valuations of all Participating Communities. For purposes of this Agreement, this allocation is sometimes hereafter referred to as the "Base Transit Levy Rate." If the RTA elects to have paratransit expenses in Polk County included as a part of the operating budget expenses of the RTA, then all of such paratransit expenses shall also be allocated in all Participating Communities by the formula provided in this paragraph.<sup>1</sup>

(2) Operating Budget Expense Allocation. Allocation of the remaining operating budget expenses of the RTA shall be made as follows: The Commission shall determine each Participating Community's share of the anticipated difference between total transit system operation and maintenance costs for the upcoming fiscal year and the aggregate of contract payments, State and Federal grants, private contributions, and other revenues received, including payments made under Article VIII Section 4(a)(1) above, except fare box revenue credited to Participating Communities, according to the following formula:

Apportionment of operating costs shall be determined from the proportion of average anticipated vehicle miles for the upcoming fiscal year attributable to the areas of general route operation in each Participating Community to the total anticipated vehicle miles of the entire RTA System. Said operating cost shares shall be reduced by a revenue credit which shall be determined by apportioning to each Participating Community fare box revenue received according to its percent of the passenger boardings and alightings in the entire System.

These apportionments of the RTA's budget for each Participating Community shall be determined annually according to estimates of anticipated vehicles miles and system revenue certified by the RTA.

---

<sup>1</sup> For example, assume that the total RTA operating budget expense is \$10,000,000. The 5% allocation to Participating Communities would total \$500,000. If Participating Community A has assessed property tax valuations that are 10% of the total assessed property tax valuations of all Participating Communities, then its allocation of the total RTA operating budget expense under this paragraph would be 10% of \$500,000, or \$50,000. If the RTA then elected to have the paratransit expenses in Polk County included as a part of the RTA operating budget expense, and the total paratransit expense is \$100,000, then Participating Community A's share of the operating expenses would increase by 10% of \$100,000, or by \$10,000.



Special grants received by the RTA on behalf of a member Participating Community shall be credited fully to that Participating Community as revenue.

(3) Notwithstanding Article VIII. Section 4 (a)(1) and (2) above, if, at the annual election of the RTA, the operating expenses incurred in the operation of paratransit services in Polk County are not included in the operating expenses of the RTA allocated as provided above, then Polk County may contract for transit services with the RTA at the actual cost of the service.

(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 according to the following formula:

Costs will be assessed to a Participating Community based on its contribution rate for the RTA's operating costs under Article VIII. Section 4(a)(2) above. This rate shall be determined by the Participating Community's annual operating assessment under Article VIII. Section 4(a)(2) as a percentage of the total operating subsidy of the member Participating Communities under Article VIII. Section 4(b).

(c) The annual cost allocation procedures for Participating Communities, as described in Article VIII Sections 4(a)(1)-(3) above shall be used for the fiscal years ending June 30, 2007, June 30, 2008 and June 30, 2009. Commencing for the fiscal year beginning July 1, 2009, and continuing thereafter, the Commission may develop and adopt a new formula for cost allocation for the operating and capital improvement budgets for the RTA, 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 the RTA for the fiscal year beginning July 1, 2009, then the formula described in Article VIII Sections 4(a)(1)-(3) shall be applicable until the adoption of a new formula by the Commission.

Section 5. Budget Hearing. At or before the hearing on the RTA 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 the RTA 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 as may be posed to them.

## 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 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 community 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 connecting community would become a Participating Community. Any such supplement shall be signed by the Chair and the Secretary on behalf of the RTA and by authorized officers of the newly admitted community. 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 RTA 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 RTA 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. Limited Obligations. The principal of and interest on all Bonds issued under this Agreement shall be payable solely from and secured by the net revenues of the RTA System facilities and from other funds of the RTA lawfully available therefore as provided in 28M of the Code, or other applicable provisions of law.

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, the RTA 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. The RTA 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. The RTA 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 the RTA.

## ARTICLE XIII. TECHNICAL COOPERATION

Section 1. Participating Community Records. The Participating Communities agree to respond to reasonable requests to make local records available to the RTA'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 the RTA's staff to aid in the efficient and effective accomplishment of such purposes.

Section 2. RTA Records. The RTA shall respond to reasonable requests to make local 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 the RTA release materials, data and other pertinent items paid for by the RTA'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 the RTA, to Chair, RTA Commission, Des Moines Regional Transit Authority, 1100 MTA Lane, 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 RTA

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 the RTA 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 the RTA, operating as a county enterprise pursuant to Section 331.462 of the Code, may not withdraw or in any way terminate, amend or modify in any way 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 the RTA 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 the RTA 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 the RTA 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 the RTA and participation in this Agreement, and the RTA shall thereafter have no obligation to provide transit services to said Community.

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

- (a) An account has been maintained for each Participating Community under the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority. This account will be credited with all amounts paid by the members of the MTA which became a part of the fixed asset fund or the contributed capital account as of June 30, 2006. 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 the RTA, and no further credits shall be made to any existing accounts for members of the MTA or for Participating Communities of the RTA, whether or not they were previously members of the MTA.
- (b) If a Participating Community which was a member of the MTA 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 the RTA not later than ten years from the date of approval of such withdrawal by the Commission. No interest shall be paid by the RTA on such account. If, within its initial three-year period of membership of the RTA, a Community which was a member of the MTA decides to withdraw from the RTA, that Community will forfeit all rights to capital investments made or assets acquired by the MTA 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 the RTA during the period of membership.

#### Section 4. Dissolution.

(a) Voting on Termination. The Commission may, up an affirmative three-quarters vote, dissolve the RTA and terminate this Agreement, which vote shall specify the date and time such dissolution shall be effective; provided that the proposal to dissolve the RTA 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 the RTA have been paid. In the event a motion to completely dissolve the RTA is made at any Commission meeting held subsequent to receipt by the RTA of notice of withdrawal from any one or more Participating Communities, the Commission members 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 the RTA 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 all RTA System Equipment and Improvements, and in real property then owned by the RTA, 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 RTA operation.

## ARTICLE XVII. CONTRACTING FOR TRANSIT SERVICES

Section 1. The RTA 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 the RTA 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 the RTA 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 the RTA, then paratransit services will only be provided in Participating Communities, and non-members who contract with the RTA 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 shall become effective at 12:01 a.m. on March 1, 2006.

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 March 1, 2056, 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 MTA Board undertaken pursuant to the terms of the Intergovernmental Agreement for Creation of the Des Moines Metropolitan Transit Authority prior to the Effective Date with respect to the consideration and approval of a MTA budget for the fiscal year beginning July 1, 2006 are hereby accepted and approved.

Section 2. Assumption of Contracts. All contracts, including engineering consultant and construction contracts, entered into by MTA, and being performed on the Effective Date of this Agreement shall be and hereby are approved and accepted by the RTA under the terms of this Agreement. The Commission henceforth shall assume responsibility for administration of such existing contracts.

Section 3. Officers. The Chair and Vice-Chair elected by the MTA Board in January 2006 shall serve as the Chair and Vice-Chair of the Commission under this Agreement until their successors are elected. Following the Effective Date, the Commission may appoint a member to serve as Secretary until a successor is elected.

Section 4. Policies. All policies previously approved by the MTA Board under the Intergovernmental Agreement for Creation of the Des Moines Metropolitan Transit Authority

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.

#### 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 Des Moines to assemble the signature pages and append same to copies of this Agreement, to file the Agreement with the Secretary of State and to record with the Polk and Warren and Dallas County Recorder's Offices.



Attest:

City of Alleman

By: Cloyd Hall  
City Clerk

By: William M. Bodenstein  
Mayor

STATE OF IOWA, COUNTY OF POLK, ss:

On the 13 day of February, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cloyd Hall and William Bodenstein, 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 above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Alleman, on the 27<sup>th</sup> day of March, 2006, and the said City Clerk and Mayor acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, buy it and by them voluntarily executed.



Rene Locker  
Notary Public in and for the State of Iowa

CITY OF ALTOONA, IOWA (SEAL)

By: *Timothy Burget*  
Mayor

ATTEST:

By: *Randy Pierce* -----  
City Clerk

STATE OF IOWA                    )  
  )SS  
COUNTY OF POLK            )

On this 19<sup>th</sup> day of December, 2005, before a Notary Public in and for the City, personally appeared Timothy Burget and Randy Pierce, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Altoona, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

*Debra L. Curry*  
Notary Public in and for the State of Iowa



DEBRA L. CURRY  
Iowa Notarial Seal  
Commission number 707426  
My commission expires 12/21/06

CITY OF ANKENY, IOWA

(SEAL)

By: Steven D. Van Oort  
Mayor

ATTEST:

By: Pamela DeMuth  
City Clerk

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this 16<sup>th</sup> day of January, 2006 before a Notary Public in and for the City, personally appeared Steven D. Van Oort and Pamela DeMuth, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ankeny, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Dawn Gean  
Notary Public in and for the State of Iowa



28E Agreement – Regional Transit Authority

Attest:

By: Marly Arentsen  
City Clerk

City of Bondurant

By: Mark McCoil  
Mayor

STATE OF IOWA, COUNTY OF POLK, ss:

On the 6th day of February, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark McCoil and Mark J. Arentsen, 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 above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Bondurant, on the 6th day of February, 2006, and the said Mayor and City Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, buy it and by them voluntarily executed.

Michelle Wells  
Notary Public in and for the State of Iowa



28E Agreement – Regional Transit Authority

Attest:

By: Neil Ruddy  
City Clerk

City of Carlisle

By: Ruth Rasmussen  
Mayor

STATE OF IOWA, COUNTY OF POLK, ss:

On the 30<sup>th</sup> day of JANUARY, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared NEIL RUDDY and RUTH RASMUSSEN, 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 above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Carlisle, on the 23<sup>rd</sup> day of January, 2006, and the said Mayor and City Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, buy it and by them voluntarily executed.

G. Steven M. Bretna  
Notary Public in and for the State of Iowa

6-26-06

CITY OF CLIVE, IOWA

(SEAL)

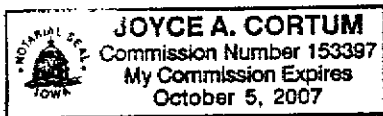
By: Les Aasheim  
Mayor

ATTEST:

By: Pamela L. Shannon  
City Clerk

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this 31<sup>st</sup> day of January, 2006, before a Notary Public in and for the City, personally appeared Les Aasheim and Pamela L. Shannon, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Clive, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Joyce A. Cortum  
Notary Public in and for the State of Iowa

CITY OF DES MOINES, IOWA

(SEAL)

By: T. M. Franklin Cowrie  
Mayor

ATTEST:

By: Diane Rauh  
City Clerk

STATE OF IOWA            )  
                                  )SS  
COUNTY OF POLK        )

On this 19<sup>th</sup> day of December, 2005, before a Notary Public in and for the City, personally appeared T. M. FRANKLIN COWRIE and DIANE RAUH, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Des Moines, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Karen Marie Herzberg  
Notary Public in and for the State of Iowa

28E Agreement – Regional Transit Authority

Attest:

By: Julie A. Unger  
City Clerk

City of Elkhart

By: Andrew W. Cory  
Mayor

STATE OF IOWA, COUNTY OF POLK, ss:

On the 17<sup>th</sup> day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Andrew W. Cory and Julie A. Unger, 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 above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Elkhart, on the 6th day of March, 2006, and the said Andrew W. Cory and Julie A. Unger acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, buy it and by them voluntarily executed.

Judy K. Kirstein  
Notary Public in and for the State of Iowa





28E Agreement – Regional Transit Authority

Attest:

By: Anita C. Ridlen  
City Clerk

City of Granger

By: Tom Schenk  
Mayor

STATE OF IOWA, COUNTY OF POLK, ss:

On the 14 day of February, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Schenk and Anita Ridlen, 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 above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Granger, on the 8th day of February, 2006, and the said Mayor and City Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, buy it and by them voluntarily executed.



Rose M. Tiernan  
Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

(SEAL)

By: [Signature]  
Mayor

ATTEST:

By: [Signature]  
Acting City Clerk / [Signature] Director

STATE OF IOWA                    )  
  )SS  
COUNTY OF POLK                )

On this 1-14-07 day of FEBRUARY, 2006, before a Notary Public in and for the City, personally appeared THOMAS ADAMS and KEVIN AUSTIN, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Grimes, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be free act and deed of said Municipality by it voluntarily executed.

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



28E Agreement – Regional Transit Authority

Attest:

By: Stephanie Reynolds  
City Clerk

City of Johnston

By: Brian Lawrence  
Mayor

STATE OF IOWA, COUNTY OF POLK, ss:

On the 27<sup>th</sup> day of February, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brian Lawrence and Stephanie Reynolds 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 above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Johnston, on the 3<sup>rd</sup> day of January, 2006, and the said Brian Lawrence and Stephanie Reynolds acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, buy it and by them voluntarily executed.



Teresa L. Osburne  
Notary Public in and for the State of Iowa

28E Agreement – Regional Transit Authority

Attest:

By: [Signature]  
City Clerk

City of Mitchellville

By: [Signature]  
Mayor

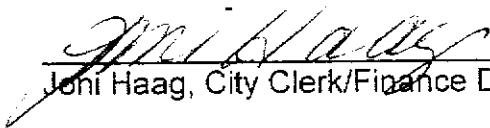
STATE OF IOWA, COUNTY OF POLK, ss:

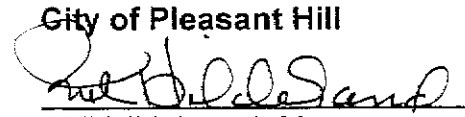
On the 31 day of JANUARY, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared DAVID WIESLANDER and ANDREW J LENT, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Mitchellville, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Mitchellville, on the 16 day of JANUARY, 2006, and the said MAYOR and CITY CLERK acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, buy it and by them voluntarily executed.

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



Attest:

  
\_\_\_\_\_  
Joni Haag, City Clerk/Finance Director

City of Pleasant Hill  
  
\_\_\_\_\_  
Phil Hildebrand, Mayor

**STATE OF IOWA, COUNTY OF POLK, ss:**

On the 25<sup>th</sup> day of January, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joni Haag and Phil Hildebrand, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk/Finance Director of the City of Pleasant Hill, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Clive, on the 24<sup>th</sup> day of January 2006, and the said City Clerk/Finance Director and Mayor acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, buy it and by them voluntarily executed.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



28E Agreement – Regional Transit Authority

Attest:

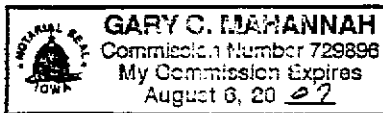
City of Polk City

By: Sharon Nickles  
City Clerk

By: [Signature]  
Mayor

STATE OF IOWA, COUNTY OF POLK, ss:

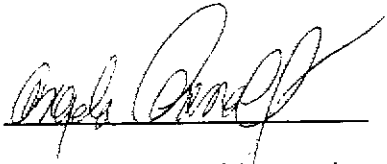
On the 2<sup>nd</sup> day of February, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared GARY HEVERTZ and SHARON NICKLES, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Polk City, on the 23<sup>rd</sup> day of January, 2006, and the said GARY HEVERTZ and SHARON NICKLES acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, ~~by~~<sup>by</sup> it and by them voluntarily executed.




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

POLK COUNTY, IOWA

(SEAL)

By:   
Chair, Board of Supervisors

ATTEST:

By:   
County Auditor

STATE OF IOWA            )  
  )  
SS COUNTY OF  
POLK            )

On this 24th day of January, 2006, before me a Notary Public in and for said State, personally appeared Angela Connolly and Michael A. Mauro to me personally known, who being duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively, of Polk County, Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors and said Chair of the Board of Supervisors and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.



Rebecca Dewey  
Notary Public in and for the State of  
Iowa



28E Agreement – Regional Transit Authority

Attest:

By: Linda Northway  
City Clerk

City of Runnells

By: Lori L. Freel  
Mayor

STATE OF IOWA, COUNTY OF POLK, ss:

On the 9 day of may, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lori Freel and Linda Northway, 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 above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Runnells, on the 9 day of may, 2006, and the said Lori Freel and Linda Northway acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, buy it and by them voluntarily executed.



Berry D. Kusen  
Notary Public in and for the State of Iowa

28E Agreement – Regional Transit Authority

Attest:

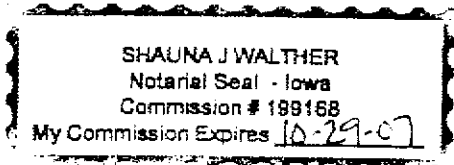
City of Sheldahl

By: [Signature]  
City Clerk

By: Frank J. Hampton  
Mayor


STATE OF IOWA, COUNTY OF POLK, ss:

On the 20<sup>th</sup> day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Britt Jones and Frank Hampton to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Sheldahl, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Sheldahl, on the 8<sup>th</sup> day of March, 2006 and the said Britt Jones and Frank Hampton acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, buy it and by them voluntarily executed.




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

CITY OF URBANDALE, IOWA (SEAL)

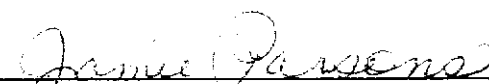
By:   
Mayor

ATTEST:

By:   
City Clerk

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this 20th day of January, 2005, before a Notary Public in and for the City, personally appeared Robert D. Andrewes and Debra Mains, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Urbandale, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

  
Notary Public in and for the State of Iowa



CITY OF WEST DES MOINES, IOWA

(SEAL)

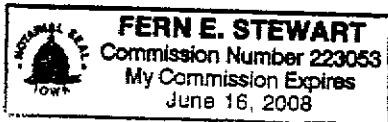
By: Eugene T. Meyer  
Eugene T. Meyer, Mayor

ATTEST:

By: Jody E. Smith  
Jody E. Smith, City Clerk

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this 17<sup>th</sup> day of January 2006, before a Notary Public in and for the City, personally appeared Eugene T. Meyer and Jody E. Smith to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Fern E. Stewart  
Notary Public in and for the State of Iowa

CITY OF WINDSOR HEIGHTS, IOWA

By: David J. Sullivan  
David J. Sullivan, Mayor

(SEAL)

ATTEST: Marketa George Oliver  
By: Marketa George Oliver  
Marketa George Oliver, City Administrator/Clerk

STATE OF IOWA                    )  
  )SS  
COUNTY OF POLK            )

On this 3rd day of January, 2006, 2005, before a Notary Public in and for the City, personally appeared David J. Sullivan and Marketa George Oliver to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator/Clerk, respectively of the City of Windsor Heights, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Colleen Fingrey  
Notary Public in and for the State of Iowa

## Exhibit A

Textual descriptions of the nine Regional Transit Districts are as follows:

Regional Transit District Number 1 shall be described as follows:

That portion of Iowa Senatorial District 21 that lies within Polk County.

Regional Transit District Number 2 shall be described as follows:

The area comprising all of Iowa Senatorial District 30 and also including those portions of the cities of Clive and West Des Moines that are located within Dallas County.

Regional Transit District Number 3 shall be described as follows:

The area comprising all of Iowa Senatorial District 31 and also including those portions of the City of Des Moines that extend into Warren County lying West of U.S. Highway 69.

Regional Transit District Number 4 shall be described as follows:

The area comprising all of Iowa Senatorial District 32 and also including those portions of the City of Urbandale that are located within Dallas County.

Regional Transit District Number 5 shall be described as follows:

The area comprising all of Iowa Senatorial District 33.

Regional Transit District Number 6 shall be described as follows:

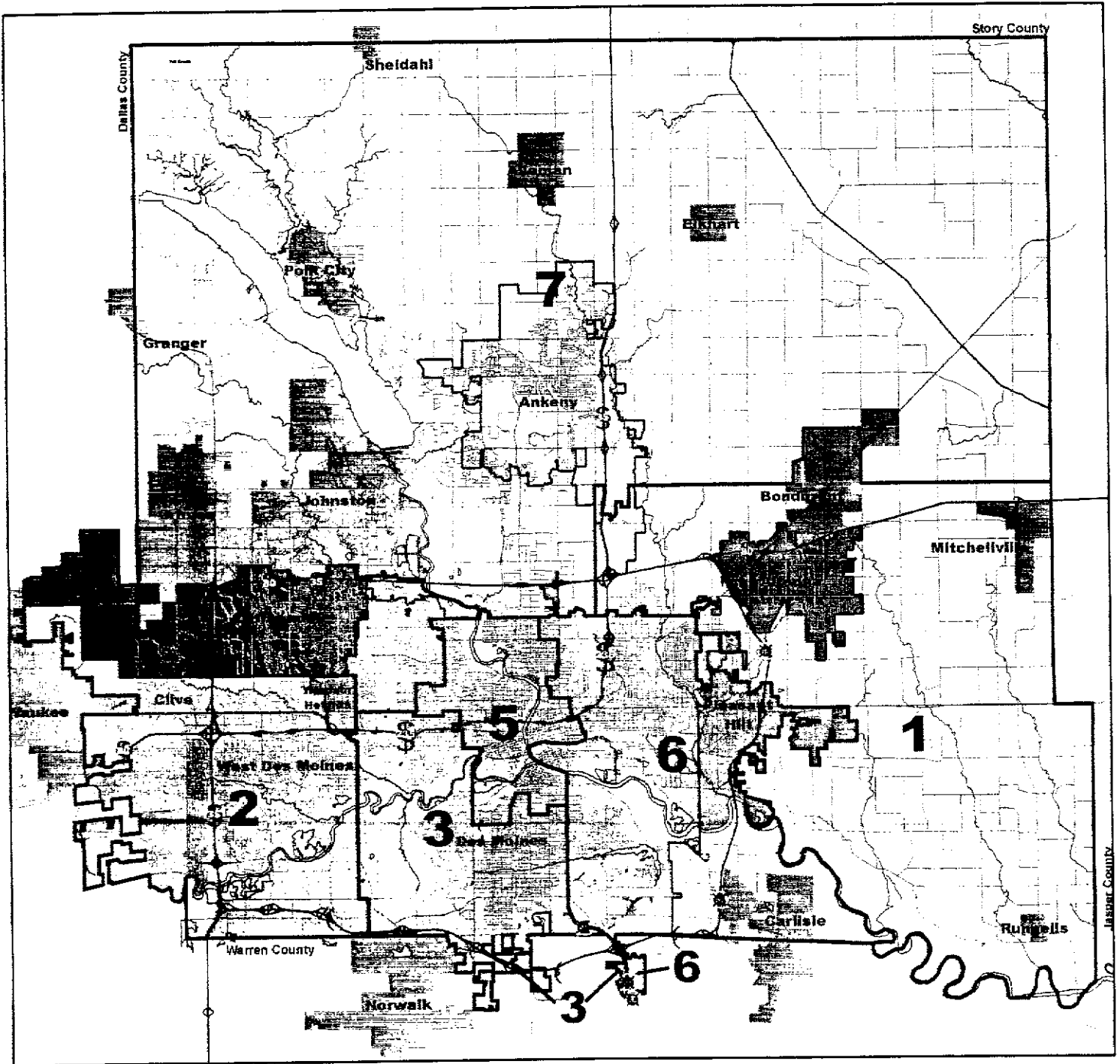
The area comprising all of Iowa Senatorial District 34 and also including the portion of the City of Des Moines that extends into Warren County lying East of U.S. Highway 69.

Regional Transit District Number 7 shall be described as follows:

The area comprising all of Iowa Senatorial District 35.

Regional Transit Districts 8 and 9 are at-large districts, and are described as consisting of all of the area located within Polk County.

# Regional Transit Authority



- Legend**
- RTA Districts
  - Interstates
  - Member Communities**
  - City**
  - Boone
  - Ankeny
  - Clive
  - Des Moines
  - Urbandale
  - West Des Moines
  - Windsor Heights
  - Non-Member Communities

# RTA Tax Rate Allocation

Total MTA Operating Budget  
 Portion Of Total Budget To Allocate On Valuation Basis

| 1/1/2005 Valuations (Preliminary)     | Alleman    | Altoona     | Ankeny        | Bondurant  | Carlisle*  | Clive*      | Des Moines*   |
|---------------------------------------|------------|-------------|---------------|------------|------------|-------------|---------------|
| Regular Valuation In Polk County      | 14,635,220 | 376,124,736 | 1,392,649,845 | 57,920,431 | 11,429,047 | 775,851,703 | 5,524,643,309 |
| Regular Valuation Outside Polk County | -          | -           | -             | -          | 74,691,301 | 131,989,756 | 452,183       |
| Total Regular Valuation Paratransit   | 14,635,220 | 376,124,736 | 1,392,649,845 | 57,920,431 | 11,429,047 | 775,851,703 | 5,524,643,309 |
| Total Regular Valuation All Other     | 14,635,220 | 376,124,736 | 1,392,649,845 | 57,920,431 | 86,120,348 | 907,841,459 | 5,525,095,492 |
| Total Regular Valuation (RTA Member)  | -          | 376,124,736 | 1,392,649,845 | -          | -          | 907,841,459 | 5,525,095,492 |
| Rider/Mileage Allocation              | 0%         | 0.9%        | 1.4%          | 0.0%       | 0.0%       | 0.5%        | 76.5%         |

Paratransit  
 Non-Paratransit

| Cost Participation (Current Method)        | Cost Participation (Current Method) | Cost Participation (Regional Method) |
|--|-------------------------------------|--------------------------------------|
|  | 43,302                              | 67,615                               |
| <b>Cost Participation (Current Method)</b> | <b>21,771</b>                       | <b>3,692,755</b>                     |

| Cost Participation (Regional Method)              | Rider/Mileage Allocation | Valuation Allocation |
|---|--------------------------|----------------------|
|   | 37,377                   | 58,363               |
|   | 17,294                   | 64,033               |
| <b>Total Cost Participation (Regional Method)</b> | <b>54,671</b>            | <b>122,396</b>       |

| Regional Method Increase/(Decrease)        | Regional Method Increase/(Decrease) |
|--|-------------------------------------|
|  | 11,369                              |
|  | 54,781                              |
| <b>Regional Method Increase/(Decrease)</b> | <b>38,763 (251,244)</b>             |

| Current Method Tax Rate | Park and Ride Subsidy Offset (Des Moines) | Total Current Tax Rate |
|-------------------------|---|------------------------|
| 0.11513                 | 0.04855                                   | 0.16368                |
| 0.00000                 | 0.00000                                   | 0.00000                |
| <b>0.11513</b>          | <b>0.04855</b>                            | <b>0.16368</b>         |

| Regional Method Tax Rate Allocation | Paratransit Rate | Rider/Mileage Allocation | Valuation Allocation |
|-------------------------------------|------------------|--------------------------|----------------------|
| 0.00000                             | 0.00000          | 0.00000                  | 0.00000              |
| 0.00000                             | 0.09937          | 0.04191                  | 0.00000              |
| 0.00000                             | 0.04598          | 0.04598                  | 0.00000              |

| Total Transit Tax Rate | Park and Ride Subsidy Offset (Des Moines) |
|------------------------|---|
| 0.00000                | 0.00000                                   |
| <b>0.14535</b>         | <b>0.08789</b>                            |
| 0.00000                | 0.00000                                   |
| <b>0.14535</b>         | <b>0.08789</b>                            |



# RTA Tax Rate Allocation

Total MTA Operating Budget [REDACTED]  
Portion Of Total Budget To Allocate On Valuation Basis

|                                     |         |         |         |         |         |         |          |
|-------------------------------------|---------|---------|---------|---------|---------|---------|----------|
| Total Regional Tax Rate             | 0.00000 | 0.14535 | 0.08789 | 0.00000 | 0.00000 | 0.06668 | 0.42515  |
| Regional Method Increase/(Decrease) | 0.00000 | 0.03023 | 0.03934 | 0.00000 | 0.00000 | 0.04270 | -0.04437 |

# RTA Tax Rate Allocation

Total MTA Operating Budget  
 Portion Of Total Budget To Allocate On Valuation

|  | 1/1/2005 Valuations (Preliminary) |            |             |             |               |               |            |           |
|--|-----------------------------------|------------|-------------|-------------|---------------|---------------|------------|-----------|
|  | Elkhart                           | Granger*   | Grimes*     | Johnston    | Mitchellville | Pleasant Hill | Polk City  | Runnells  |
| Regular Valuation In Polk County           | 9,879,018                         | 1,290,950  | 221,227,692 | 779,911,897 | 38,277,582    | 253,868,436   | 81,426,326 | 7,873,298 |
| Regular Valuation Outside Polk County      | -                                 | 25,291,484 | 35,294      | -           | 517,368       | -             | -          | -         |
| Total Regular Valuation Paratransit        | 9,879,018                         | 1,290,950  | 221,227,692 | 779,911,897 | 38,277,582    | 253,868,436   | 81,426,326 | 7,873,298 |
| Total Regular Valuation All Other          | 9,879,018                         | 26,582,434 | 221,262,986 | 779,911,897 | 38,794,950    | 253,868,436   | 81,426,326 | 7,873,298 |
| Total Regular Valuation (RTA Member)       | -                                 | -          | -           | -           | -             | -             | -          | -         |
| Rider/Mileage Allocation                   | 0.0%                              | 0.0%       | 0.0%        | 0.0%        | 0.0%          | 0.0%          | 0.0%       | 0.0%      |
| Paratransit                                | [REDACTED]                        |            |             |             |               |               |            |           |
| Non-Paratransit                            | [REDACTED]                        |            |             |             |               |               |            |           |
| Cost Participation (Current Method)        | -                                 | -          | -           | -           | -             | -             | -          | -         |
| Cost Participation (Current Method)        | -                                 | -          | -           | -           | -             | -             | -          | -         |
| Cost Participation (Regional Method)       | -                                 | -          | -           | -           | -             | -             | -          | -         |
| Rider/Mileage Allocation                   | -                                 | -          | -           | -           | -             | -             | -          | -         |
| Valuation Allocation                       | -                                 | -          | -           | -           | -             | -             | -          | -         |
| Total Cost Participation (Regional Method) | -                                 | -          | -           | -           | -             | -             | -          | -         |
| Regional Method Increase/(Decrease)        | -                                 | -          | -           | -           | -             | -             | -          | -         |
| Current Method Tax Rate                    | -                                 | -          | -           | -           | -             | -             | -          | -         |
| Park and Ride Subsidy Offset (Des Moines)  | 0.00000                           | 0.00000    | 0.00000     | 0.00000     | 0.00000       | 0.00000       | 0.00000    | 0.00000   |
| Total Current Tax Rate                     | -                                 | -          | -           | -           | -             | -             | -          | -         |
| Regional Method Tax Rate Allocation        | 0.00000                           | 0.00000    | 0.00000     | 0.00000     | 0.00000       | 0.00000       | 0.00000    | 0.00000   |
| Paratransit Rate                           | 0.00000                           | 0.00000    | 0.00000     | 0.00000     | 0.00000       | 0.00000       | 0.00000    | 0.00000   |
| Rider/Mileage Allocation                   | 0.00000                           | 0.00000    | 0.00000     | 0.00000     | 0.00000       | 0.00000       | 0.00000    | 0.00000   |
| Valuation Allocation                       | 0.00000                           | 0.00000    | 0.00000     | 0.00000     | 0.00000       | 0.00000       | 0.00000    | 0.00000   |
| Total Transit Tax Rate                     | 0.00000                           | 0.00000    | 0.00000     | 0.00000     | 0.00000       | 0.00000       | 0.00000    | 0.00000   |
| Park and Ride Subsidy Offset (Des Moines)  | 0.00000                           | 0.00000    | 0.00000     | 0.00000     | 0.00000       | 0.00000       | 0.00000    | 0.00000   |

# RTA Tax Rate Allocation

Total MTA Operating Budget

Portion Of Total Budget To Allocate On Valuation

|                                     |         |         |         |         |         |         |         |         |         |
|-------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Total Regional Tax Rate             | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Regional Method Increase/(Decrease) | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

# RTA Tax Rate Allocation

Total MTA Operating Budget  
Portion Of Total Budget To Allocate On Valuation

| 1/1/2005 Valuations (Preliminary)     | Sheldahl*  | Urbandale*    | West Des Moines* | Windsor Heights | Unincorp. Polk County | UPC and Cities |           |
|---------------------------------------|------------|---------------|------------------|-----------------|-----------------------|----------------|-----------|
| Regular Valuation In Polk County      | 2,746,872  | 1,682,237,761 | 2,287,235,432    | 176,642,832     | 1,284,959,325         | 14,980,831,712 |           |
| Regular Valuation Outside Polk County | 3,038,216  | 159,421,355   | 574,353,774      | -               | -                     | 969,790,731    |           |
| Total Regular Valuation Paratransit   | 2,746,872  | 1,682,237,761 | 2,287,235,432    | 176,642,832     | 1,284,959,325         | 14,980,831,712 |           |
| Total Regular Valuation All Other     | 5,785,088  | 1,841,659,116 | 2,861,589,206    | 176,642,832     | 1,284,959,325         | 15,950,622,443 |           |
| Total Regular Valuation (RTA Member)  | -          | 1,841,659,116 | 2,861,589,206    | 176,642,832     | 1,284,959,325         | 14,366,562,011 |           |
| Rider/Mileage Allocation              | 0.0%       | 3.8%          | 15.4%            | 1.6%            | 0.0%                  | 100.0%         |           |
| Paratransit                           | [REDACTED] |               |                  |                 |                       |                | 1,190,000 |
| Non-Paratransit                       | [REDACTED] |               |                  |                 |                       |                | 4,827,579 |

## Cost Participation (Current Method)

|  |   |         |         |        |   |           |
|--|---|---------|---------|--------|---|-----------|
| Cost Participation (Current Method)        | - | 182,011 | 745,000 | 75,125 | - | 4,827,579 |
| Cost Participation (Regional Method)       | - | 157,106 | 643,061 | 64,846 | - | 4,167,016 |
| Rider/Mileage Allocation                   | - | 84,678  | 131,574 | 8,122  | - | 660,563   |
| Valuation Allocation                       | - | -       | -       | -      | - | -         |
| Total Cost Participation (Regional Method) | - | 241,784 | 774,634 | 72,967 | - | 59,081    |

## Regional Method Increase/(Decrease)

|   |         |         |         |         |         |         |
|---|---------|---------|---------|---------|---------|---------|
| Regional Method Increase/(Decrease)       | -       | 59,773  | 29,634  | (2,158) | -       | 59,081  |
| Current Method Tax Rate                   | -       | 0.09883 | 0.26034 | 0.42529 | -       | -       |
| Park and Ride Subsidy Offset (Des Moines) | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Total Current Tax Rate                    | -       | 0.09883 | 0.26034 | 0.42529 | -       | -       |

## Regional Method Tax Rate Allocation

|                          |         |         |         |         |         |         |
|--------------------------|---------|---------|---------|---------|---------|---------|
| Paratransit Rate         | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Rider/Mileage Allocation | 0.00000 | 0.08531 | 0.22472 | 0.36710 | 0.00000 | 0.00000 |
| Valuation Allocation     | 0.00000 | 0.04598 | 0.04598 | 0.04598 | 0.04598 | 0.04598 |

|   |         |         |         |         |         |         |
|---|---------|---------|---------|---------|---------|---------|
| Total Transit Tax Rate                    | 0.00000 | 0.13129 | 0.27070 | 0.41308 | 0.04598 | 0.00000 |
| Park and Ride Subsidy Offset (Des Moines) | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

# RTA Tax Rate Allocation

Total MTA Operating Budget  
Portion Of Total Budget To Allocate On Valuation

|                                     |         |         |         |          |         |
|-------------------------------------|---------|---------|---------|----------|---------|
| Total Regional Tax Rate             | 0.00000 | 0.13129 | 0.27070 | 0.41308  | 0.04598 |
| Regional Method Increase/(Decrease) | 0.00000 | 0.03246 | 0.01036 | -0.01221 | 0.04598 |



CITY CLERK'S OFFICE  
CITY HALL  
400 ROBERT D. RAY DRIVE  
DES MOINES, IOWA 50309 -1891  
(515) 283-4209

May 19, 2006

**TO: SECRETARY OF STATE  
POLK COUNTY RECORDER  
Warren County Recorder  
Dallas County Recorder**

**Re: Amended and Restated Agreement for the Des  
Moines Regional Transit Authority**

Please file and record this document and invoice this office for charges.

**Amended and Restated Agreement for the Des Moines  
Regional Transit Authority approved at the December 19,  
2005 Council meeting.**

Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Diane Rauh'. The signature is written in a cursive style and includes a circular stamp or mark at the end.

Diane Rauh  
City Clerk

Enclosure

CHESTER J. CULVER  
IOWA SECRETARY OF STATE



LUCAS BUILDING, FIRST FLOOR  
DES MOINES, IOWA 50319

May 25, 2006

DIANE RAUH  
%CITY OF DES MOINES  
CITY HALL-400 ROBERT D RAY DR  
DES MOINES, IA 50309-1891

RE: Filing of 28E Agreement between the CITY OF DES MOINES and the DES MOINES REGIONAL TRANSIT AUTHORITY

Dear MS RAUH

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

You may consider the same filed as of May 25, 2006.

Sincerely,

A handwritten signature in cursive script that reads "Chester Culver".

Chester J Culver  
Secretary of State

CJC/PK  
Enclosures