

Date May 8, 2006

RESOLUTION APPROVING URBAN RENEWAL DEVELOPMENT AGREEMENT
WITH NATIONWIDE MUTUAL INSURANCE COMPANY
AND PRELIMINARY DEVELOPMENT PLAN FOR THE OFFICE EXPANSION

WHEREAS, on December 19, 2005, by Roll Call No. 05-3051, the City Council authorized the City Manager to proceed with negotiations with Allied Insurance Company and its parent company, Nationwide Mutual Insurance Company, for a major expansion of its downtown Des Moines campus, and the provision of City incentives necessary for the project to proceed; and,

WHEREAS, Nationwide Mutual Insurance Company ("Nationwide") is the owner of the Nationwide/Allied Gateway Campus consisting of Parcels "A", "B" and "C", and is acquiring Parcel "E" for an expansion of that Campus, all as more specifically described below:

- Parcel "A" consists of the two block area bounded by Locust, Walnut, 10th and 12th Streets and is currently occupied by the Nationwide Office Building.
- Parcel "B" consists of the 1 ½ block area west of the Hotel Fort Des Moines bounded by Walnut, Mulberry and 12th Streets, and is currently occupied by the Nationwide Garage.
- Parcel "C" consists of the block bounded by Locust, Walnut, 12th and 13th Streets and is currently vacant.
- Parcel "E" consists of the block bounded by Mulberry, Cherry, 12th and 13th Streets.

WHEREAS, Nationwide has now agreed to construct an addition containing at least 280,000 square feet to the existing office building on Parcel "A", a new office building with an estimated 360,000 square feet, subject to final programming and design, on Parcel "C", and a new parking garage containing parking spaces for approximately 1,500 vehicles on Parcel "E" (herein collectively called the "Improvements") upon the terms and conditions set forth in the Urban Renewal Development Agreement (the "Agreement") on file in the office of the City Clerk and as summarized in the accompanying Council Communication; and,

WHEREAS, the acquisition of Parcel "E", and the construction of the Improvements will require an estimated capital investment of approximately \$127 million, with an additional estimated investment of approximately \$15 million required for fixtures, furniture, equipment and computer hardware and software to furnish the office space; and,

WHEREAS, Nationwide and its Related Businesses propose to create at least 1,570 new jobs in the downtown area; and,

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Date..... May 8, 2006

WHEREAS, Nationwide is not willing to make the substantial investment necessary to construct the Improvements and to create the new jobs identified above without the financial incentives provided under the Agreement; and,

WHEREAS, City believes that the redevelopment of the Parcels "A", "C" and "E" pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements of the Metro Center Urban Renewal Plan;

WHEREAS, the economic development incentives for the development of the Improvements shall be provided by the City to Nationwide pursuant to the Urban Renewal Law and Chapter 15A of the Code of Iowa, and Nationwide's obligations under the Agreement to construct the Improvements will generate the following public gains and benefits: (i) it will advance the improvement and redevelopment of the area south of the Western Gateway in accordance with the Metro Center Urban Renewal Plan and the Western Gateway Redevelopment Goals and Guiding Principles; (ii) it will provide additional employment opportunities for the residents of the City of Des Moines and surrounding communities; and, (iii) it will encourage further private investment and will attract and retain residents and businesses in the Metro Center Urban Renewal Project Area to reverse the pattern of disinvestment and declining resident population; and,

WHEREAS, the construction of the Improvements is a speculative venture and the construction and resulting housing and redevelopment opportunities would not occur without the economic incentives provided by the Agreement; and,

WHEREAS, City believes that the redevelopment of the Property pursuant to the Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the project has been undertaken, and warrant the provision of the economic assistance set forth in the Agreement; and,

WHEREAS, Nationwide has presented a Preliminary Development Plan for the expansion of the existing Nationwide office building on Parcel "A", which Plan is on file and available for public inspection in the office of the City Clerk; and,

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Date..... May 8, 2006

WHEREAS, the Urban Design Review Board considered the Preliminary Development Plan at its meeting on April 4, 2006, and in the absence of a quorum, the members present voted 5-0 in support of a motion to recommend approval of the Plan; NOW THEREFORE,

BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, as follows:

1. The Urban Renewal Development Agreement between the City and Nationwide, which provides for Nationwide to acquire Parcel "E" and construct the Improvements described above, and for the City to pay to Nationwide the TIF funded Economic Development Grants, all as more specifically described in the accompanying Council Communication, is hereby approved.
2. The Mayor is hereby authorized and directed to sign the Urban Renewal Development Agreement on behalf of the City of Des Moines, and the City Clerk is hereby authorized and directed to attest to the Mayor's signature.
3. The Preliminary Development Plan for the addition to the existing Nationwide office building on Parcel "A" is hereby approved.
4. Upon receipt of the signed Parking Agreement and the Addendum to Parking Agreement from Nationwide (Exhibits "D" and "E" to the Urban Renewal Development Agreement) and approval of the same by the City Legal Department, the Mayor is hereby further authorized and directed to sign such agreements on behalf of the City of Des Moines, and the City Clerk is hereby authorized and directed to attest to the Mayor's signature on such agreements.
5. Upon receipt of the signed Skywalk Agreement from Nationwide pursuant to Section 105 of the Agreement and approval of the same by the City Legal Department, the Mayor is hereby authorized and directed to sign the Skywalk Agreement on behalf of the City of Des Moines, and the City Clerk is hereby authorized and directed to attest to the Mayor's signature.

(continued)

Date May 8, 2006

6. Upon receipt of the signed Minimum Assessment Agreement from Nationwide pursuant to Section 404 of the Agreement and approval of the same by the City Legal Department, the Mayor is hereby authorized and directed to sign the Minimum Assessment Agreement on behalf of the City of Des Moines, and the City Clerk is hereby authorized and directed to attest to the Mayor's signature.

7. Mayor is further authorized and directed to sign the Amendment to Contract No. 00-PIAP-13 with the Iowa Department of Economic Development to extend the expiration date of the April 21, 2000, Physical Infrastructure Assistance Program forgivable loan to allow the remaining \$423,976 in remaining funds to be available for the environmental remediation, if necessary, and removal of obstructions, if any, on Parcels "A", "C" and/or "E" as contemplated by Section 511 of the Agreement.

(Council Communication No. 06-)

MOVED by _____ to adopt.

FORM APPROVED:

Roger K. Brown

Roger K. Brown

Assistant City Attorney

C:\Rog\Eco Dev\Nationwide\2nd Phase\Final Agr\RC Approve Agr.doc

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BROOKS				
COLEMAN				
HENSLEY				
MAHAFFEY				
KIERNAN				
VLASSIS				
TOTAL				

MOTION CARRIED

APPROVED

Mayor

CERTIFICATE

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

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

City Clerk

S7E

April 4, 2006

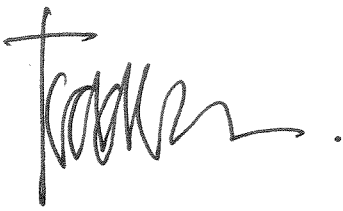
Re: Nationwide Mutual Insurance – Parcel 'A' Addition Preliminary
Development Plan Recommendation

To the Honorable Mayor and Members of City Council:

The Urban Design Review Board at its April 4, 2006 meeting, by unanimous
consensus vote of the members present, recommends approval of the
Preliminary Development Plan for the Parcel 'A' expansion of Nationwide
Mutual Insurance's Gateway Campus.

The Board will review the new building planned for Parcel 'C' and the
proposed parking garage at a later date. A recommendation will be
forwarded to the City Council following that review.

Sincerely,



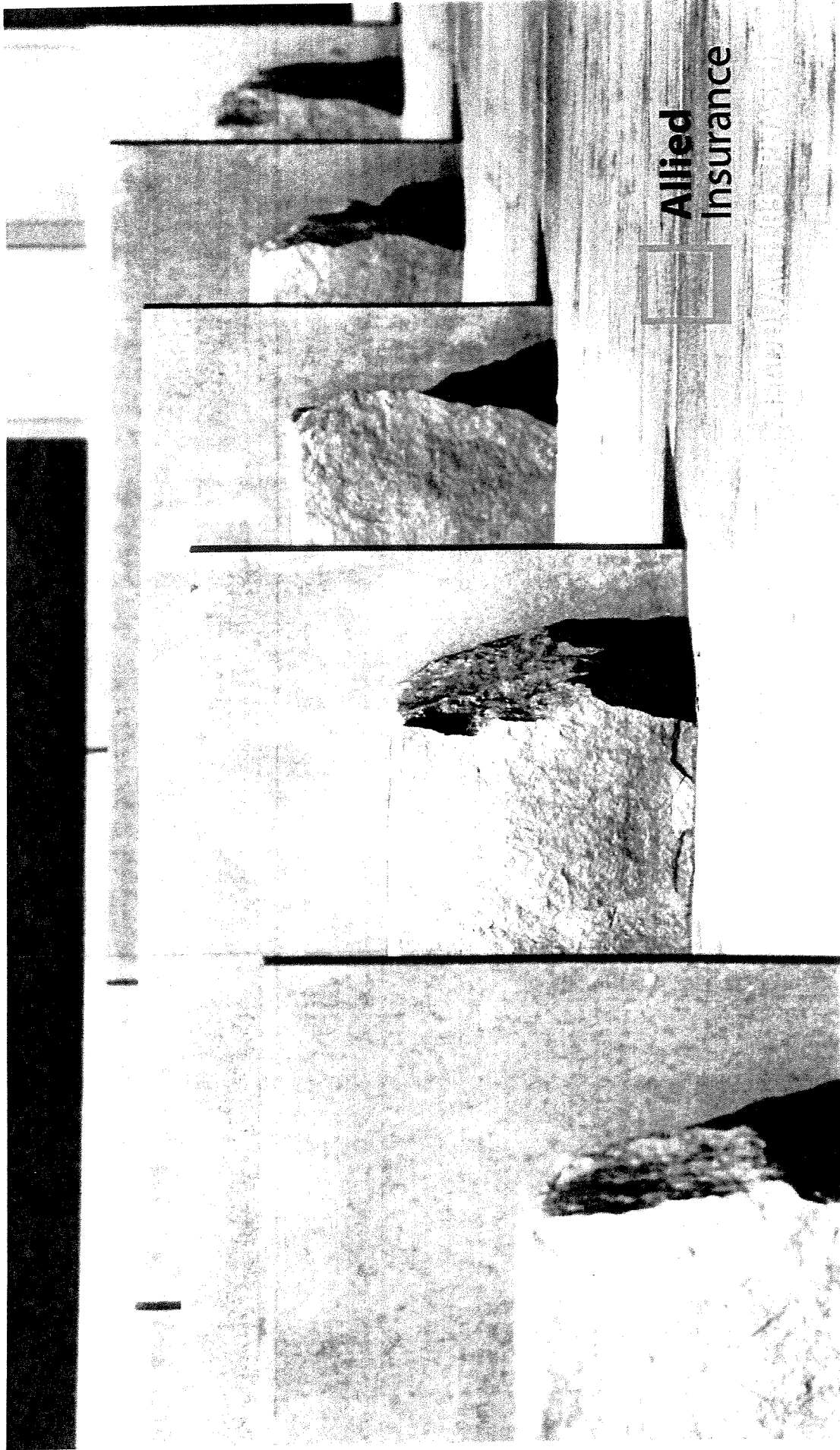
Todd Garner, Chairperson
Urban Design Review Board



URBAN DESIGN REVIEW BOARD

CITY HALL
400 EAST FIRST ST.
DES MOINES, IOWA 50309-1891
(515) 283-4004

All American City 1949, 1976, 1981



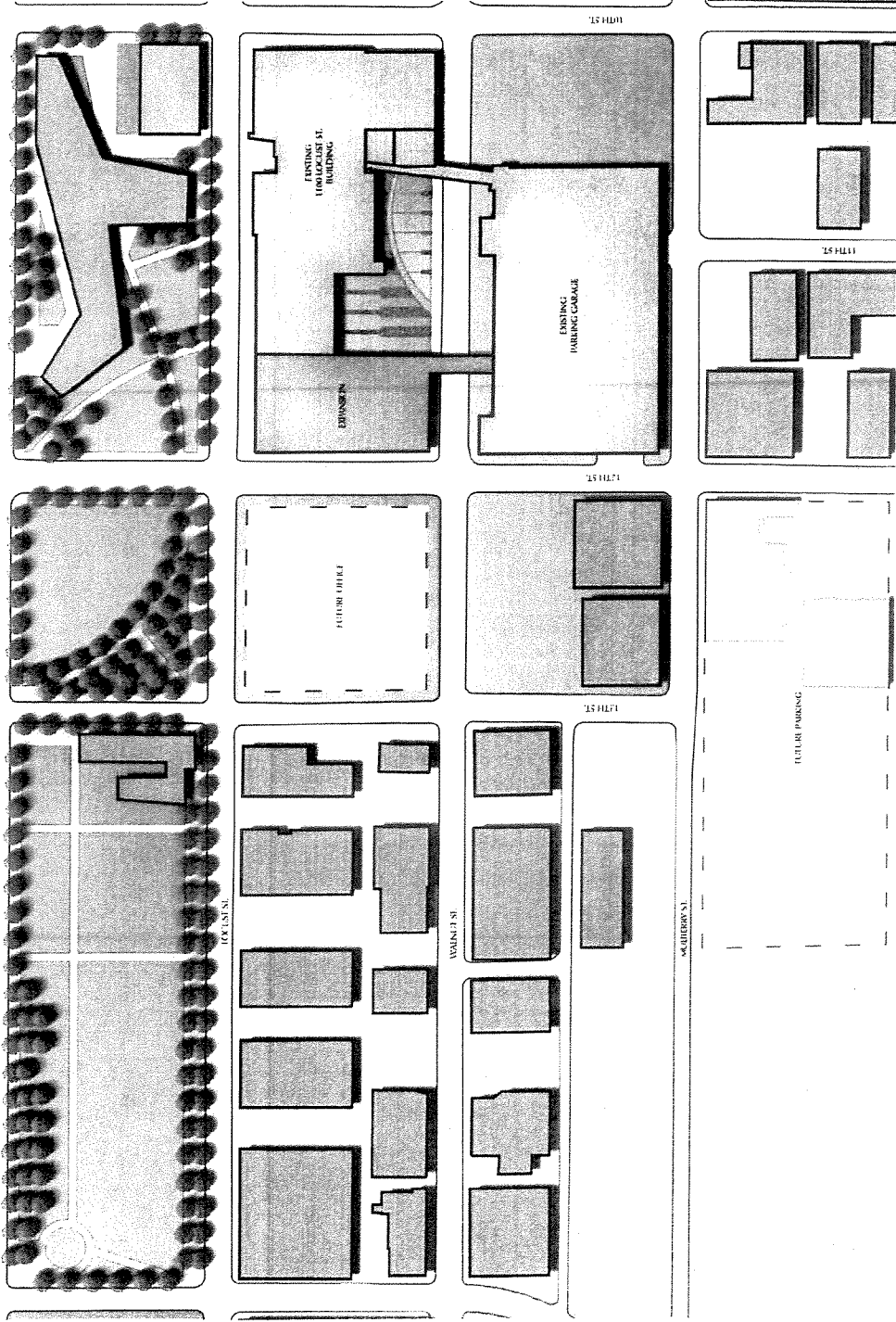
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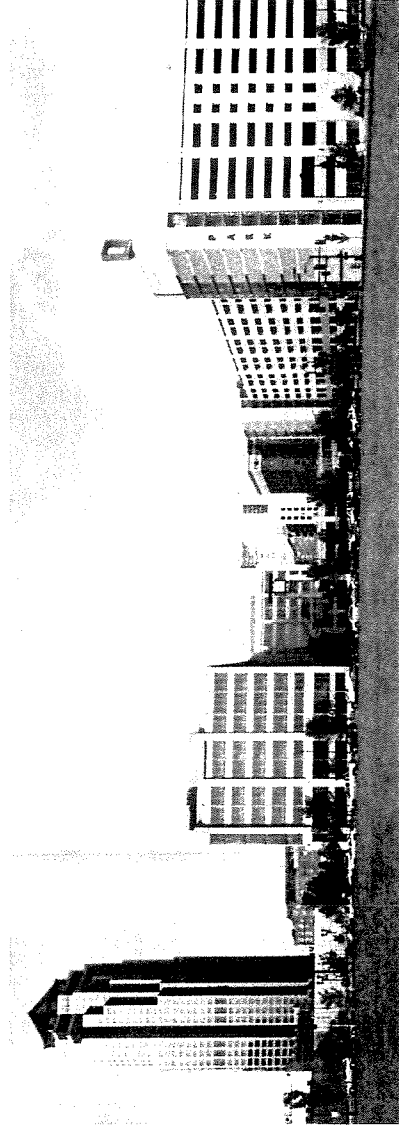
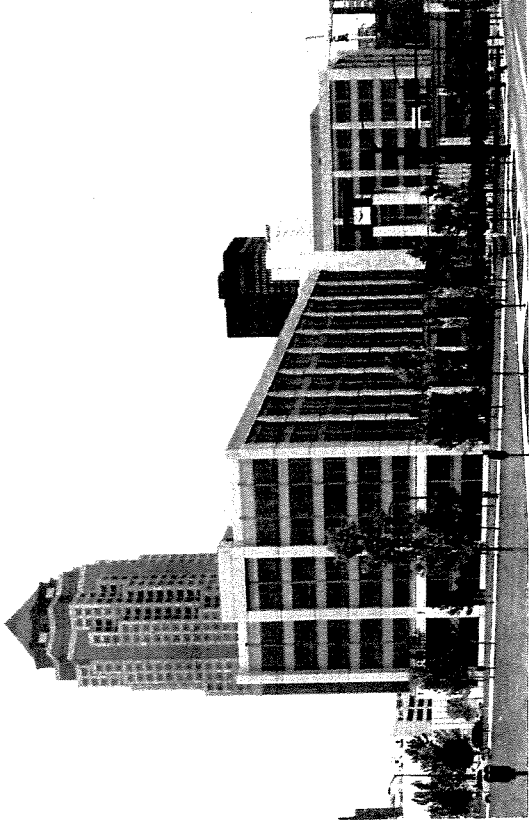
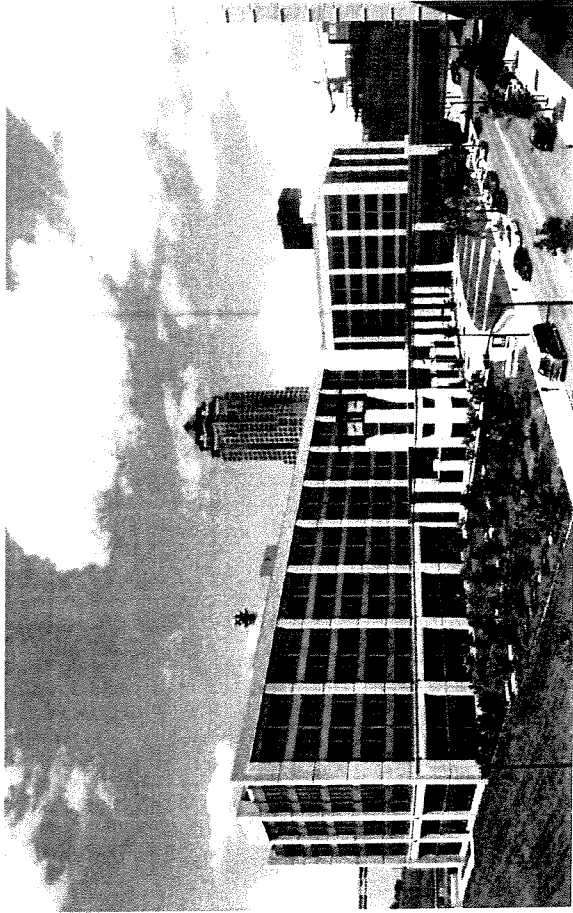


MARCH 15, 2006

360° THREESIXTY ARCHITECTURE

57E





ALLIED INSURANCE HEADQUARTERS - PHASE II

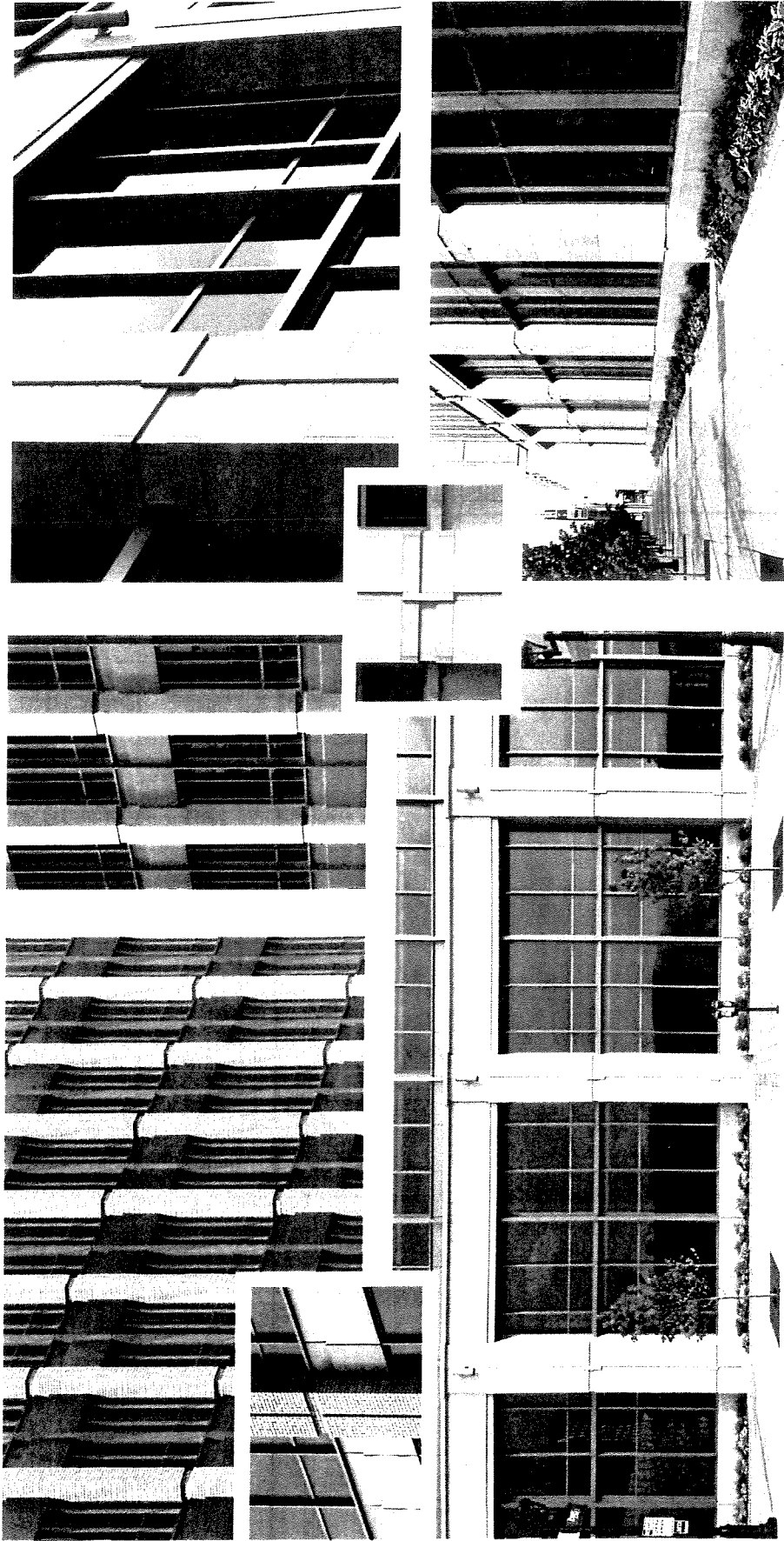
CONTEXTUAL SITE INFORMATION



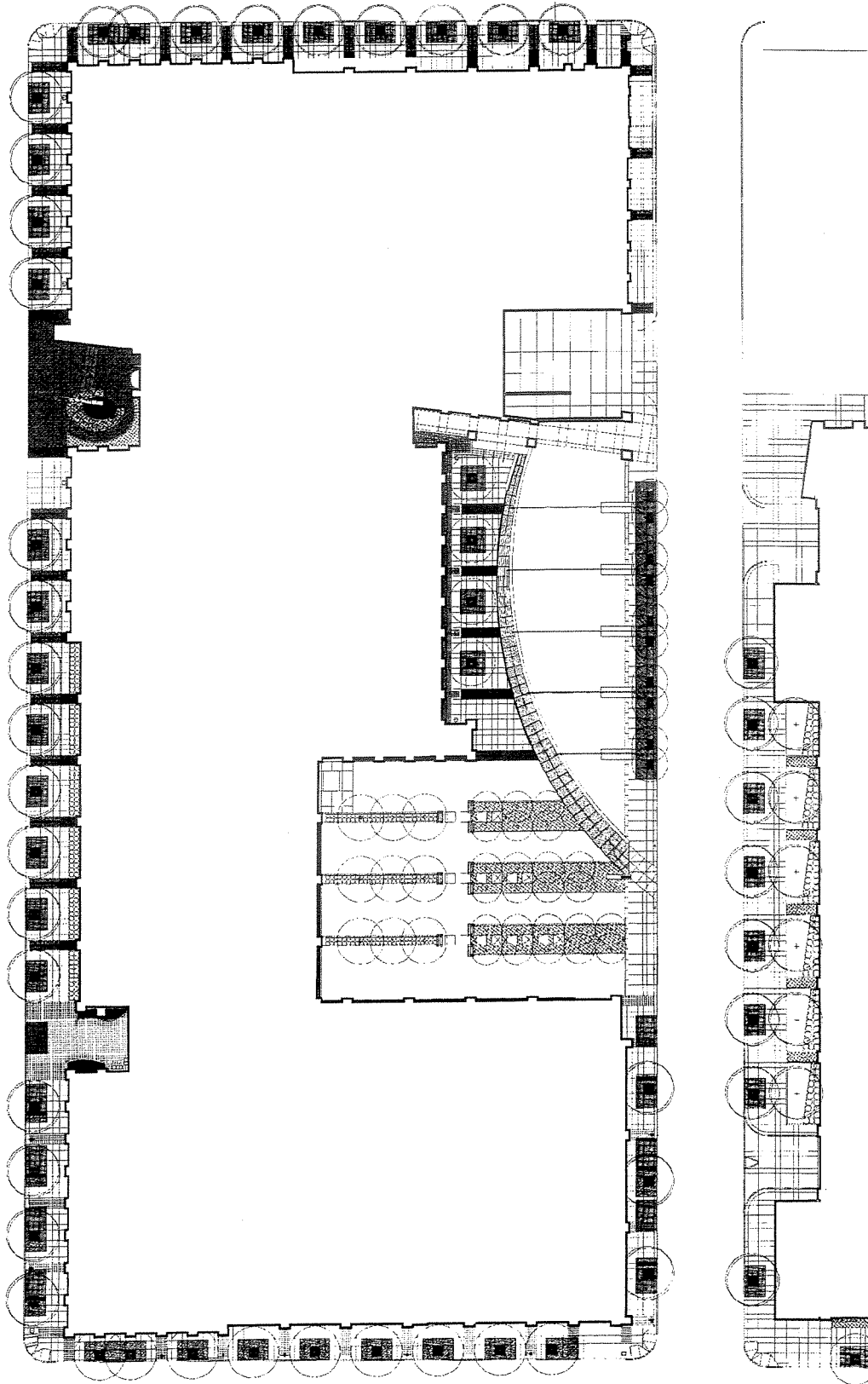
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ALLIED INSURANCE HEADQUARTERS - PHASE II

OVERALL LANDSCAPE PLAN

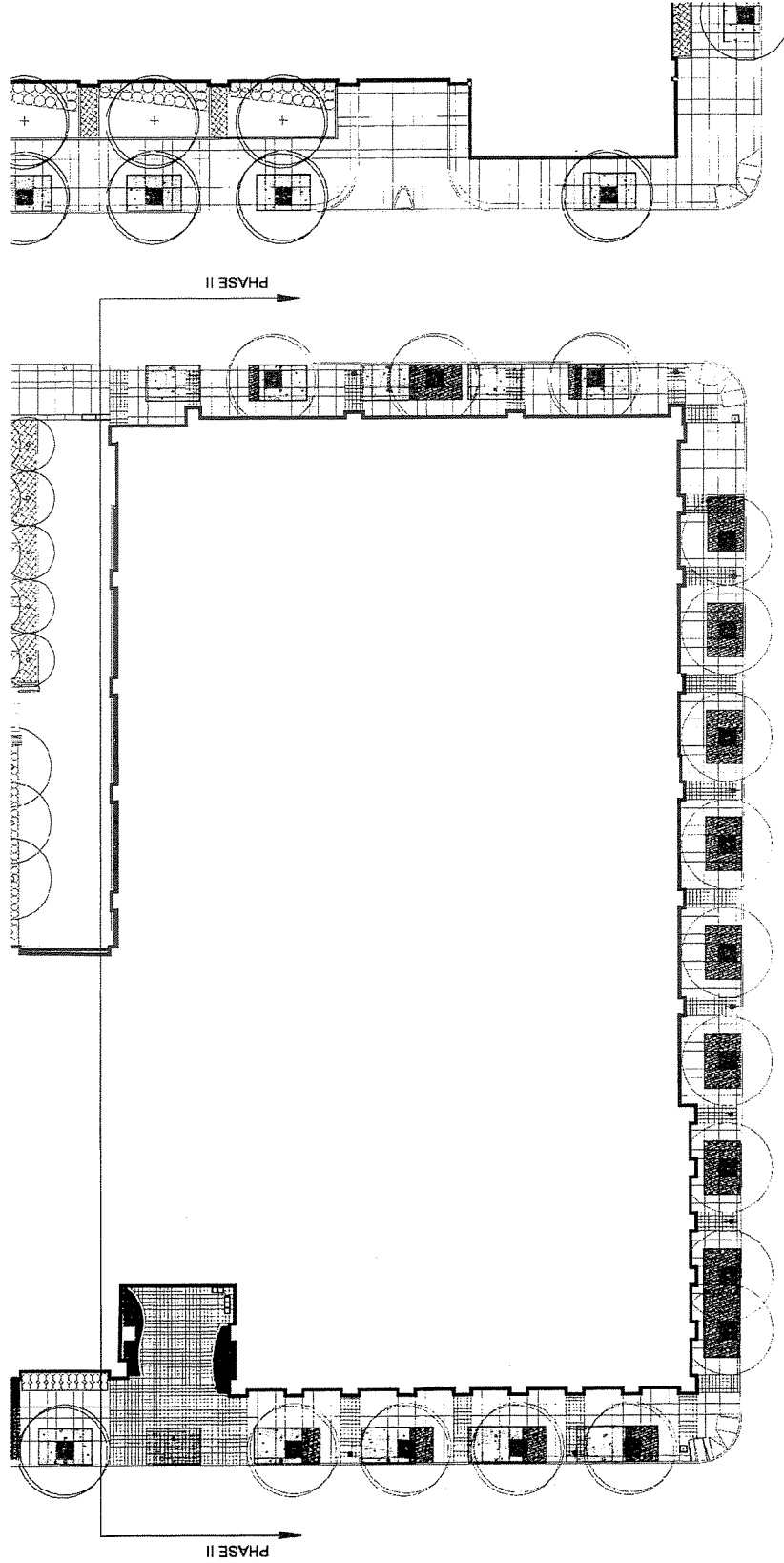
1:12" = 1'-0"



Allied Insurance



THIRTEENTH ARCHITECTURE

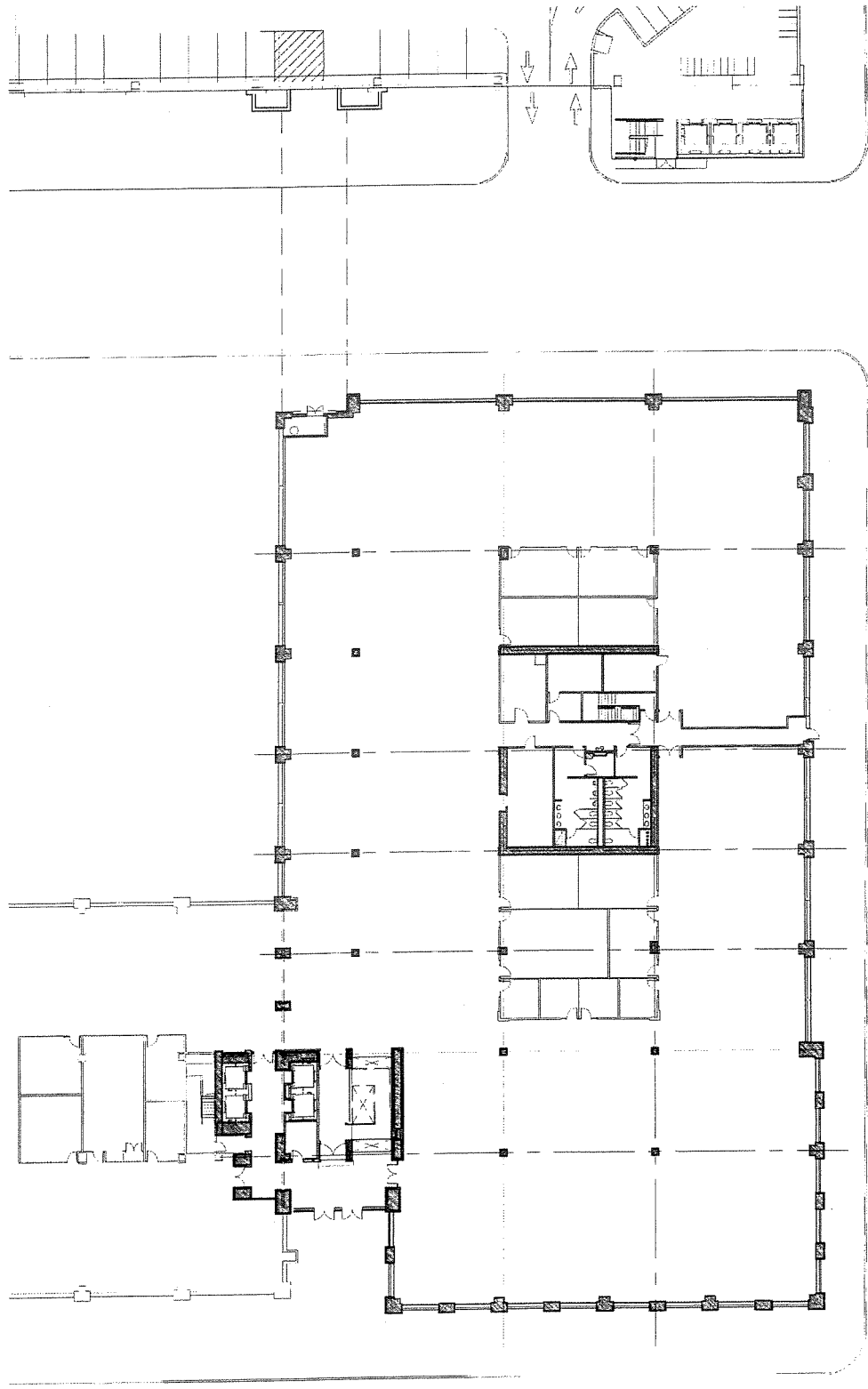


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THREESIXTY ARCHITECTURE

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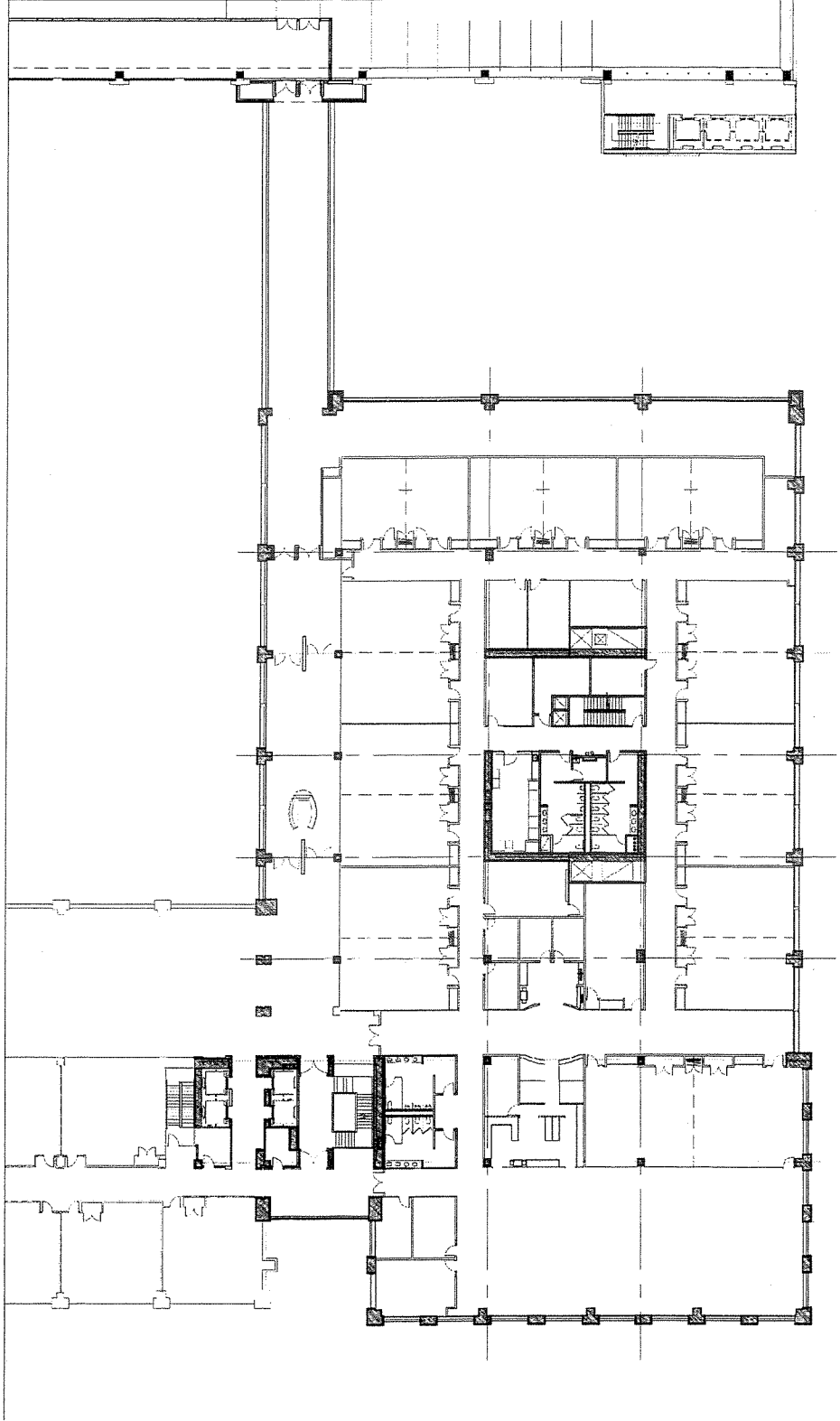


FLOOR PLAN - FIRST FLOOR 1/32" = 1'-0"

ALLIED INSURANCE HEADQUARTERS - PHASE II



THIRTEENTH ARCHITECTURE



ALLIED INSURANCE HEADQUARTERS - PHASE II

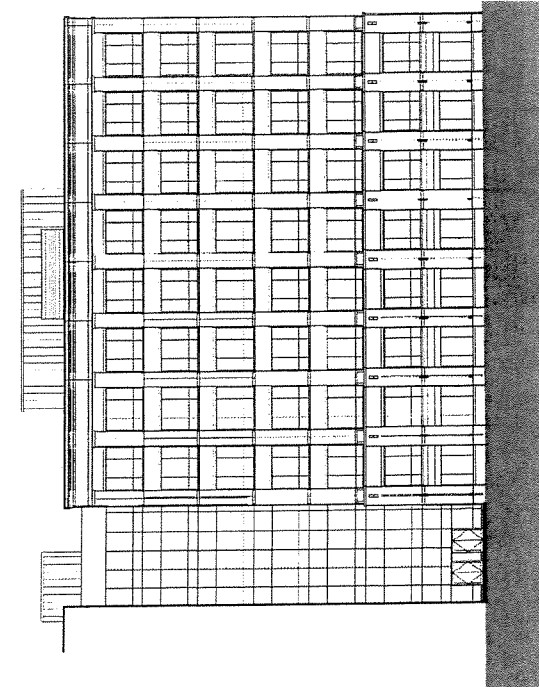
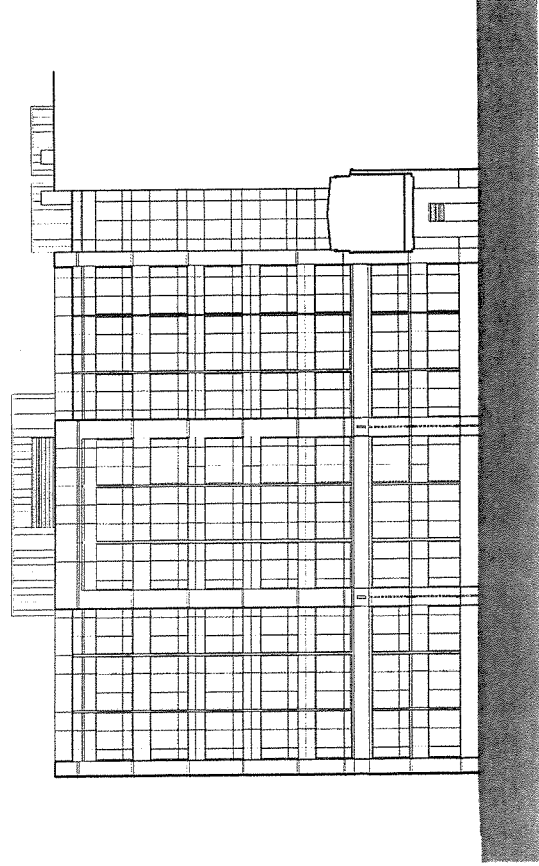
FLOOR PLAN - SECOND FLOOR 1/22/2019

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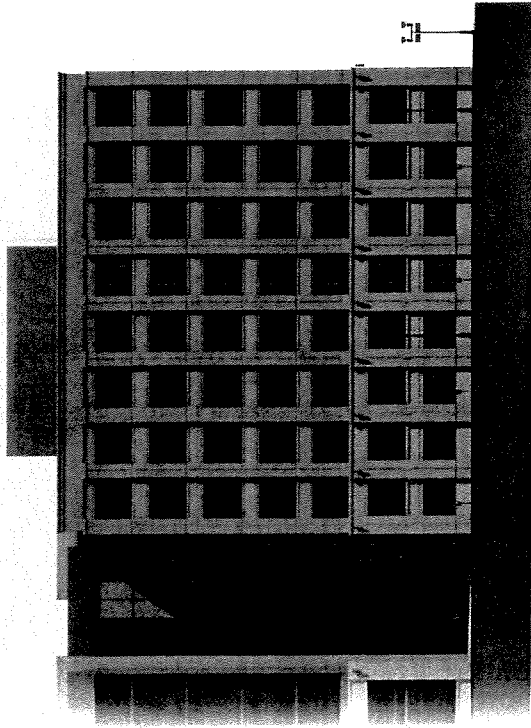
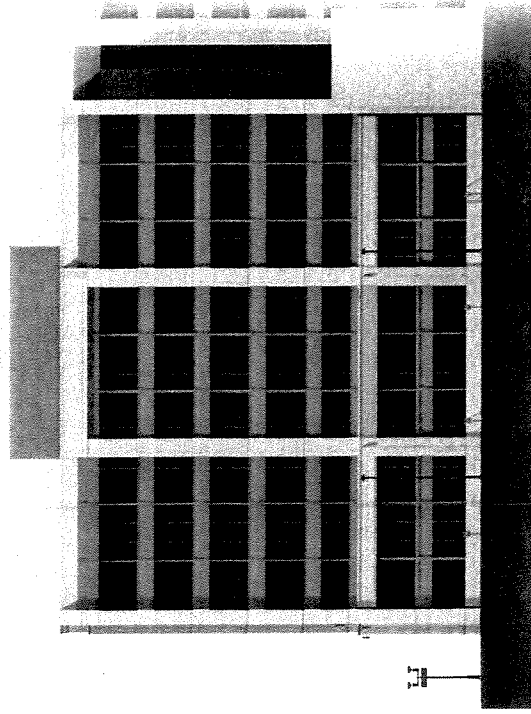


NORTH AND SOUTH ELEVATIONS 1/8" = 1'-0" 8

ALLIED INSURANCE HEADQUARTERS - PHASE II



THIRTEENTH ARCHITECTURE

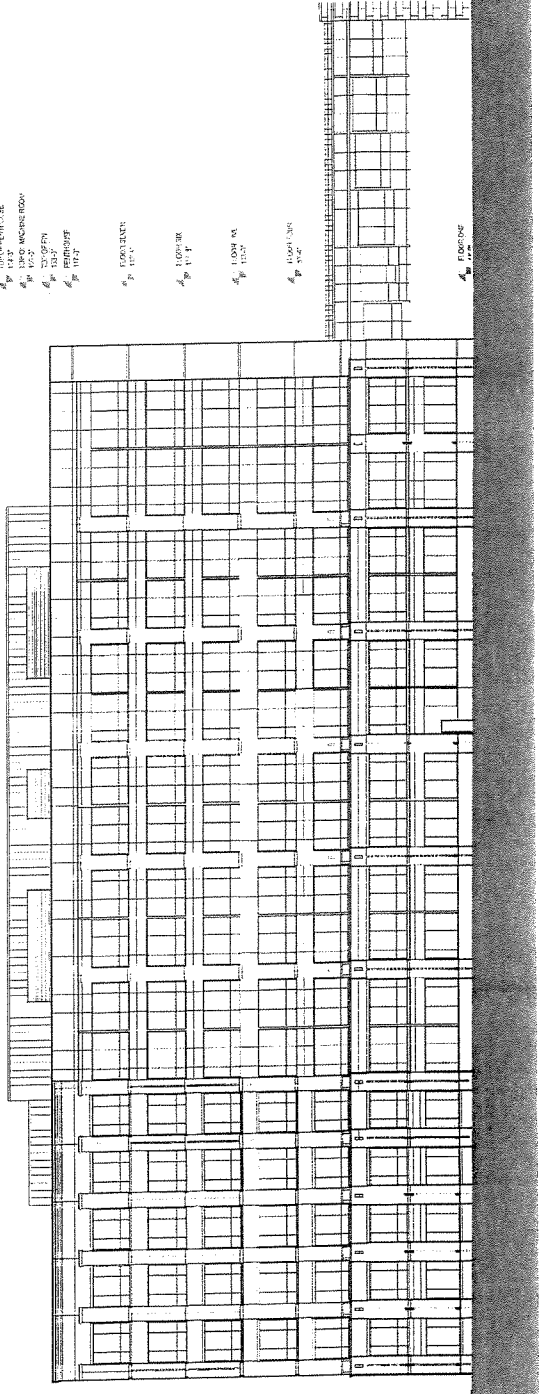


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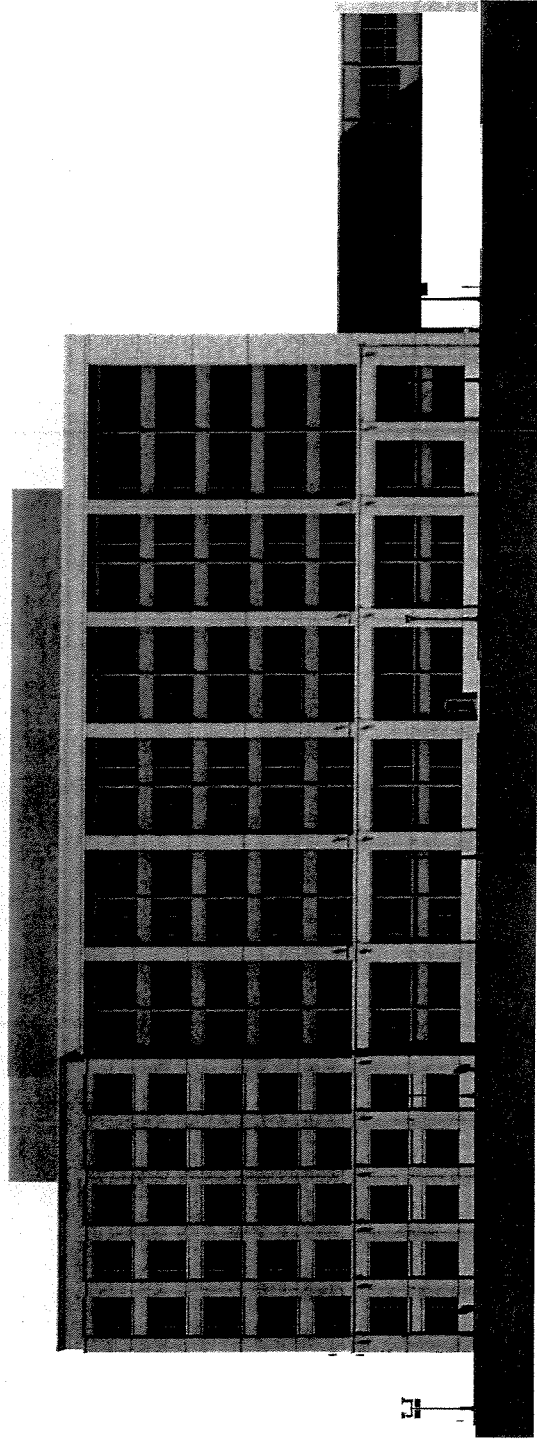
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THIRTIETH ARCHITECTURE



ALLIED INSURANCE HEADQUARTERS - PHASE II

WEST ELEVATION MATERIALS 1/32" = 1'-0"

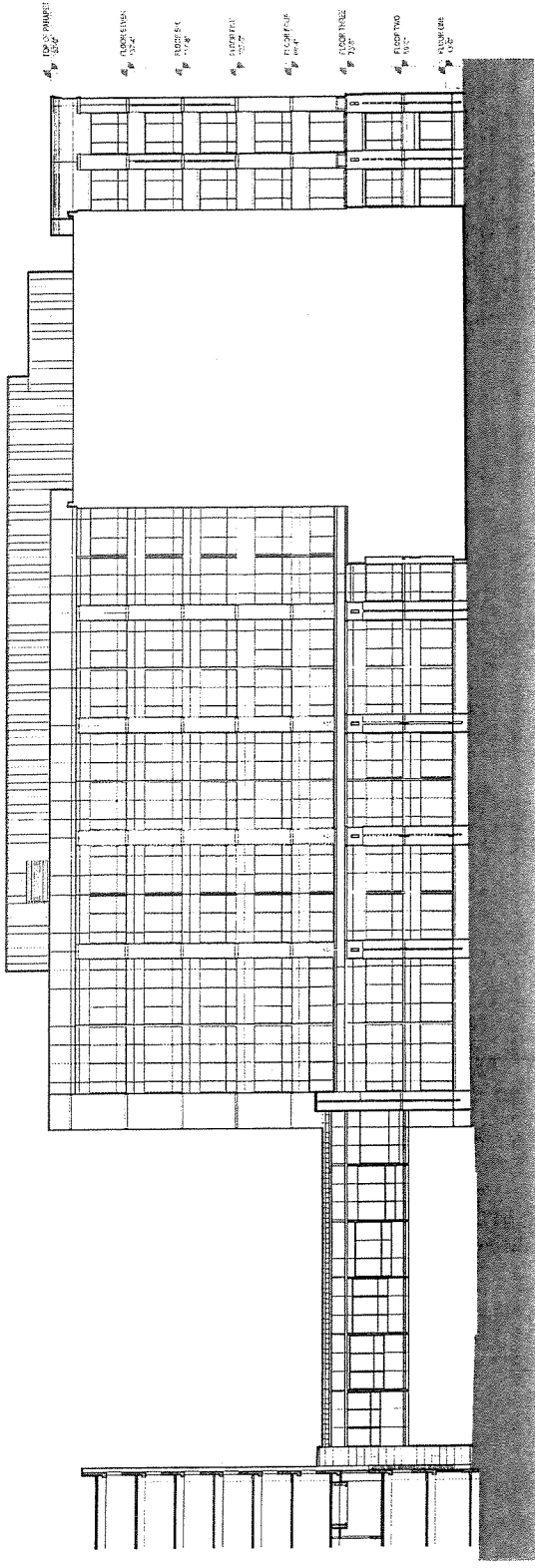
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THIRTEENTH ARCHITECTURE



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