

**CITY OF LA VISTA  
LA VISTA COMMUNITY DEVELOPMENT AGENCY  
AUGUST 2, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
84 <sup>TH</sup> ST. REDEVELOPMENT AREA APPROVE REDEVELOPMENT CONTRACT - MIXED USE REDEVELOPMENT PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH, COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to accept a redevelopment contract with La Vista City Centre, LLC, titled "Redevelopment Agreement - Mixed Use Redevelopment Project".

**FISCAL IMPACT**

The FY2016/17 budget provides funds associated with the mixed use redevelopment project.

**RECOMMENDATION**

Approval, subject to adoption of the Redevelopment Plan Amendment No. 1 which provides for the Mixed Use Redevelopment Project. The Amendment is scheduled for consideration earlier in the Council meeting agenda.

**BACKGROUND**

The City Council adopted Resolution No. 12-011 declaring the 84<sup>th</sup> Street Redevelopment Area a substandard and blighted area in need of redevelopment. The City Council also created the La Vista Community Development Agency governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings; and approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area ("Redevelopment Plan"). Amendment No. 1 to be considered as an earlier agenda item includes a Mixed Use Redevelopment Project. The proposed Redevelopment Agreement would be in furtherance of the Mixed Use Redevelopment Project. The Mayor would be authorized to execute the Redevelopment Agreement and thereby accept it in accordance with the terms of the resolution.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE MAYOR ON BEHALF OF THE AGENCY TO ACCEPT REDEVELOPMENT CONTRACT FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA

WHEREAS, the La Vista Community Development Agency (“Agency”) consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, The City Council approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area (“Redevelopment Plan”), and subsequently approved Amendment No. 1 to the Redevelopment Plan for, among other things, two redevelopment projects; specifically a mixed use redevelopment project and a public improvement redevelopment project including areas in the vicinity of 84<sup>th</sup> Street and Brentwood Boulevard, Brentwood Crossing, La Vista Falls golf course, the City swimming pool and adjacent areas (“Amendment No. 1”).

WHEREAS, The Agency desires to approve a redevelopment contract proposal as presented to the City or Agency in various documents, including without limitation the Tax Increment Financing Application for La Vista City Centre submitted by La Vista City Centre, LLC (“City Centre Redeveloper”) and the Redevelopment Agreement as presented at this meeting (“Redevelopment Contract Proposal” or “Proposal”).

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby finds and approves as follows:

1. Recitals above are incorporated into this resolution by this reference.
2. With respect to redevelopers and redevelopment proposals other than City Centre Redeveloper and its Redevelopment Contract Proposal: All redevelopment proposals, if any, and the financial and legal ability of the prospective redevelopers to carry out their proposals have been considered.
3. With respect to City Centre Redeveloper and its Redevelopment Contract Proposal:
  - a. The Redevelopment Contract Proposal has been considered;
  - b. The Agency considered the legal ability of the City Centre Redeveloper to carry out its proposal, taking into consideration among other things, City Centre, LLC existing as a limited liability company in good standing under Nebraska law, and the purchase agreement City Centre Redeveloper or its principals have to acquire the Brentwood Crossing site;
  - c. The Agency deems the Redevelopment Contract Proposal to be in the public interest and in furtherance of the purposes of the Community Development Law;

- d. Such Redevelopment Contract Proposal is hereby approved; and
- e. The Mayor on behalf of the Agency shall be authorized to accept such Redevelopment Contract Proposal on behalf of the Agency; and
- f. Subsections (c) through (e) shall be subject to the City Administrator, or her designee, on behalf of the Agency:

(a) Receiving, if not already received, and considering if desired, the certification from City Centre Redeveloper prescribed by Neb. Rev. Stat. Section 18-2119(3), and

(b) Considering the financial ability of the City Centre Redeveloper to carry out the Redevelopment Contract Proposal to the satisfaction of the City Administrator or her designee (this subsection "f" referred to as "Conditions").

- 4. Acceptance of the Redevelopment Contract Proposal, subject to satisfaction of the Conditions, shall be accomplished by the Mayor executing the Redevelopment Agreement as presented at this meeting, subject any additions, subtractions or modifications to the Redevelopment Agreement as the City Administrator determines necessary or advisable ("Redevelopment Contract"); and not in any other manner. Acceptance of the Redevelopment Contract Proposal and the Redevelopment Contract shall be effective the later of August 22, 2016 or satisfaction of the Conditions, after which all steps shall be authorized as necessary to effectuate such Redevelopment Contract.
- 5. Sales, leases, or transfers of real property or any interest therein, if any, to any redeveloper for uses in accordance with the Redevelopment Plan, as amended, shall be deemed to be at fair value for uses in accordance with the Redevelopment Plan, as amended, taking into account and giving consideration to uses and purposes required by such plan; restrictions upon, and covenants conditions, and obligations assumed by the redeveloper of such property; objectives of the redevelopment plan for the prevention of the recurrence of substandard and blighted areas; and such other matters as determined appropriate; and in fixing any rentals or selling prices, it shall be deemed that consideration has been given to any appraisals of the property for such uses made by land experts employed by or for the authority.
- 6. The Mayor, City Clerk, or City Administrator, or his or her designee, in addition to and not in limitation of any other authority otherwise granted, shall be authorized to take all actions on behalf of the Agency as necessary or appropriate to carry out the Redevelopment Contract or actions approved herein.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

LA VISTA COMMUNITY DEVELOPMENT AGENCY

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

I:\Administration\BRENDA\My Documents\COUNCIL\16 Resolutions\84th Street Redevelopment - Redevelopment Agreement.Docx

## **REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (the “Agreement”) is entered as of the Effective Date (as hereinafter defined) into by and between La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012 (“CDA”), and La Vista City Centre LLC, a Nebraska limited liability company (the “Redeveloper”). The “Effective Date” shall be the date Redeveloper acquires fee simple title to the Redevelopment Area (as hereinafter defined).

## **PRELIMINARY STATEMENT**

The Mayor and City Council by Resolution No. 12-011 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment. The City Council by Resolution No. 12-012 approved the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, which Redevelopment Plan included an Initial Redevelopment Project to acquire and clear portions of the 84<sup>th</sup> Street Redevelopment Area to eliminate and prevent recurrence of the substandard and blighted area. Redeveloper has a purchase contract to acquire the property depicted in Exhibit “A” (“Brentwood Crossing Property”), which includes areas described in the Initial Redevelopment Plan. Redeveloper submitted an application with the CDA generally providing for the redevelopment of the Brentwood Crossing Property and other portions of the 84<sup>th</sup> Street Redevelopment Area, referred to in this Agreement as the Redevelopment Area.

On \_\_\_\_\_, 2016, the City approved Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area. The Redevelopment Plan, as amended, shall be incorporated into this Agreement by reference (“Amended Redevelopment Plan”), The Amended Redevelopment Plan in part provides for the La Vista City Centre Mixed Use Redevelopment Project (“Mixed Use Redevelopment Project”) which among other things provides for mixed use redevelopment and Tax Increment Financing (TIF) for the Mixed Use Redevelopment Project Area and generally located at the intersection of 84<sup>th</sup> Street and Brentwood Drive. This Agreement shall constitute a redevelopment contract for the redevelopment within the Mixed Use Redevelopment Project Area in conformity with the Amended Redevelopment Plan, which shall include the acquisition, financing and construction by Redeveloper of a modern mixed-use redevelopment, to consist of market-rate multi-family housing (apartments and townhomes), commercial office, restaurant, and retail space, and related Redeveloper Public Improvements, and other facilities, equipment, and improvements (collectively the “Improvements”) as preliminarily described or depicted on Exhibit “C” and including (i) approximately 384 unit market-rate multi-family housing, (ii) approximately 200,000 square feet of commercial office space, (iii) approximately 210,000 square feet of retail spaces, which may include an approximate 60,000 grocery store, and (iv) a potential hotel having approximately 120 room hotel (collectively, the “Improvements”). The Improvements and Mixed Use Redevelopment Project shall be of comparable quality to other high quality mixed use developments developed in the last fifteen years within the Omaha metropolitan area. All Improvements will be in accordance with the Site Plan and Final Plat, as finally approved by the City; provided however, a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit C will be subject to separate review and

approval by the City apart from the Site Plan for Phase I. Design of the Improvements will satisfy applicable provisions of this Agreement below. The phasing or schedule of Improvements will be determined in accordance with the Subdivision Agreement.

Not in limitation of the foregoing, the Amended Redevelopment Plan and the Mixed Use Redevelopment Project contemplate the possibility of proceeding with particular Improvements or other work within the Mixed Use Redevelopment Project Area as several (meaning two or more) projects, which may be used to separately construct the Improvements of the redevelopment. All of the Improvements will constitute the Mixed Use Redevelopment Project. Each of the buildings and improvements set forth on the Site Plan (each, a “Project”) are anticipated to be constructed over a period of time and to each have their own tax increment financing (“TIF”) pursuant to the terms of this Agreement. Provided, however, any phasing or schedule for construction and completion of the Improvements, and any additions, subtractions, or modifications to phasing or schedule, will be subject to such approvals or requirements as provided in the Subdivision Agreement. Each Project and corresponding TIF will be subject to the requirements of this Agreement below.

The Amended Redevelopment Plan provides for TIF to offset the costs of site-specific TIF eligible expenses in connection with each of the Projects, including site acquisition, architectural and engineering fees, public right-of-way improvements, streetscape improvements, sidewalks and other infrastructure and enhanced façade and lighting, including without limitation window enhancements (where “enhanced” and “enhancements” means such costs which are in addition to the costs if built to City zoning or code requirements), and such other costs and expenses incurred by Redeveloper and allowed by law to be included in TIF (collectively, the “Eligible Expenses”).

The purpose of this Agreement is to set forth the rights and obligations of each of the parties hereto with respect to the implementation of the Amended Redevelopment Plan. This Agreement is a redevelopment contract prepared pursuant to the Nebraska Community Development Law in order to implement the Amended Redevelopment Plan.

IN CONSIDERATION OF THESE MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

### **SECTION 1. DEFINITIONS.**

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings for purposes of this Agreement.

- 1.1 “**Amended Redevelopment Plan**” means the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1. By executing this Agreement, Redeveloper consents to and agrees to be bound by the Redevelopment Plan as amended by Amendment No. 1.
- 1.2 “**Base Year Valuation**” for the purposes of this Agreement, the Base Year Valuation for each Project shall be January 1<sup>st</sup> of the year immediately preceding the Division Date for such Project for any legally subdivided parcel within the

Redevelopment Area as requested by the Redeveloper from time to time and included by the CDA in the Notice to Divide Tax for Community Redevelopment Project (“Notice to Divide”) in accordance with Nebraska law and Section 1.5, below.

- 1.3 “**Brentwood Crossing Property**” means the property described or depicted in Exhibit “A”.
- 1.4 “**CDA**” shall mean the La Vista Community Development Agency, created by ordinance 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012, or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Act.
- 1.3 “**City**” shall mean the City of La Vista, Nebraska, a municipal corporation, or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Act.
- 1.4 “**Demolition and Site Preparation**” shall mean that certain demolition and site work to be performed by the CDA pursuant to Exhibit “F” attached hereto.
- 1.5 “**Director**” shall mean the Director of the City of La Vista Planning Department.
- 1.5 “**Division Date**” shall mean the date(s) after which any ad valorem real estate tax levied upon real property in the Redevelopment Area shall be divided pursuant to the Notice to Divide with respect to a Project, and as actually divided by the Sarpy County Assessor, as is provided in the Redevelopment Law and as established from time to time in accordance with Article 2, below.
- 1.6 “**Entire Redevelopment Property**” or “**Redevelopment Property**” shall mean the real estate platted or to be platted substantially as shown on Exhibit “B” attached hereto and incorporated herein by this reference and redeveloped in substantial accordance with the Site Plan (the “**Site Plan**”) attached hereto as Exhibit “C” attached hereto and incorporated herein by this reference; provided however, a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit “C” will be subject to separate review and approval by the City apart from the Site Plan for Phase I. The final Site Plans for Phase I and Subsequent Phases will be subject to any approvals as required by this Agreement.
- 1.7 “**Excess ad valorem Taxes**” or “**Excess Tax Revenues**” shall mean any ad valorem tax which is levied upon and generated by real property of a Project in the Redevelopment Area (at the rate fixed each year by or for each of the hereinafter defined public bodies), after the Division Date, by or for the benefit of the State of Nebraska, the CDA, City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively “public bodies”) in excess of any ad valorem tax which is produced by such levy

upon the Base Year Valuation of the Project.

- 1.8 **“Improvements”** means the improvements to redevelop the Mixed Use Redevelopment Project Area in conformity with the Site Plan, this Agreement, and the Amended Redevelopment Plan, which shall include the acquisition, financing and construction by Redeveloper of a modern mixed-use redevelopment anticipated to consist of market-rate multi-family housing (apartments and townhomes), commercial office, restaurant, and retail space, with the potential to also include a hotel or grocery store, and related Redeveloper Public Improvements, and other facilities, equipment, and improvements, as preliminarily described or depicted in Exhibit “C”. All Improvements will be in accordance with Final Plat and Site Plans as approved by the City. Phasing and the schedule for construction and completion of the Improvements will be determined in accordance with the Subdivision Agreement. Design of Improvements will be in accordance with applicable provisions of this Agreement below. Any additions, subtractions, or modifications to such Final Plat, Site Plan, phasing, schedule, or design will be subject to such approvals or requirements as provided in the applicable provisions of the Subdivision Agreement, this Agreement or subdivision laws or regulations.
- 1.9 **“Lot” or “Lots”** shall mean and refer to Lots 1 - \_\_\_\_\_, La Vista City Centre, an Addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.
- 1.10 **“Maximum Redevelopment Loan Amount”** means \$\_\_\_\_\_ and shall constitute the cumulative limit on all Redevelopment Loan Amounts of all Redevelopment Loans issued in connection with the Mixed Use Redevelopment Project and all Projects within the Mixed Use Redevelopment Project Area, subject to any adjustment pursuant to Section 2.5 of this Agreement.
- 1.11 **“Phase I”** shall mean that portion and those Improvements of the Mixed Use Redevelopment Project identified on Exhibit “D” attached hereto and incorporated herein by this reference.
- 1.12 **“Project”** means the Mixed Use Redevelopment Project; or any of the several projects if the Redeveloper is proceeding with any Improvements or other work of the Mixed Use Redevelopment Project as two or more projects.
- 1.13 **“Redeveloper”** shall mean La Vista City Centre, LLC, a Nebraska limited liability company; provided, in the event Redeveloper and a record owner of a Lot or group of Lots execute a partial assignment and assumption, such record owner shall be “Redeveloper” only as to such Lot or group of Lots.
- 1.14 **“Redeveloper Public Improvements”** shall mean those public improvements to be completed by the Redeveloper as required by the CDA in connection with the Redevelopment Project and any other public improvements completed by the Redeveloper and permitted under the Redevelopment Law.



- 1.15 “**Redevelopment Area**” or “**Mixed Use Redevelopment Project Area**” shall mean the Entire Redevelopment Property, including any adjacent public right-of-ways.
- 1.16 “**Redevelopment Law**” shall mean the Community Development Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et seq.), as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.
- 1.17 “**Redevelopment Loan**” shall mean any loan made by the Redeveloper to the CDA pursuant to Section 3.2 of this Agreement.
- 1.18 “**Redevelopment Loan Amount**” shall mean the amount of any proposed or issued Redevelopment Loan.
- 1.19 “**Redevelopment Note**” or “**Redevelopment Notes**” shall mean any obligation or obligations issued by the CDA and secured by any Excess ad valorem Taxes generated by the Redevelopment Area. Each Redevelopment Note shall be in substantially the same form as the Initial Redevelopment Note (defined below) attached hereto as Exhibit “E” and incorporated herein by this reference. Any deviation of a Redevelopment Note from the form or content of the Initial Redevelopment Note requires approval of the CDA.
- 1.20 “**Redevelopment Project**” or “**Mixed Use Redevelopment Project**” shall mean the acquisition of the Entire Redevelopment Property by Redeveloper, demolition, grading and other site preparation by CDA, and the financing, development, construction, and equipping of the Improvements, and operation, maintenance, replacement, and repair of such Improvements in good and working condition and repair, by Redeveloper in accordance with the Site Plan, understanding that the Site Plan is conceptual only and may be modified from time to time based upon the actual development that occurs within the Entire Redevelopment Property and only in accordance with this Agreement and the Amended Redevelopment Plan, and also that a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit “C” will be subject to separate review and approval by the City apart from the Site Plan for Phase I. The final Site Plans for Phase I and any Subsequent Phases, and any subsequent additions, subtractions, or changes, will require approval of the CDA or City. Redeveloper Improvements of the Mixed Use Redevelopment Project Area shall be continued for uses in accordance with the Mixed Use Redevelopment Project for at least twenty five (25) years after the Effective Date of this Agreement, unless otherwise approved by CDA.
- 1.21 “**Site Plan**” means the site plan attached as Exhibit “C”, understanding that the Site Plan is conceptual only and may be modified from time to time based upon the actual development that occurs within the Entire Redevelopment Property and only in accordance with this Agreement and the Amended Redevelopment Plan, and also that a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit “C” will be subject to separate review and approval by the City apart from

the Site Plan for Phase I. The final Site Plans for Phase I and any Subsequent Phases, and any subsequent additions, subtractions, or changes, will require approval of the CDA or City.

- 1.22 “**Subdivision Agreement**” shall mean that certain Subdivision Agreement entered into by the City and the Redeveloper of even date herewith in connection with the Project.
- 1.23 “**Subsequent Phases**” shall mean all portions of the Project other than Phase I, which shall be developed with improvements, facilities, and uses consistent with and complimentary to Phase I and the vision for the Mixed Use Redevelopment Project Area as determined by Redeveloper, and may be completed in one or more phases, some or all of which may be simultaneous with Phase I. Provided, however, (i) the schedule or phasing of improvements of any subsequent phase will be determined in accordance with the Subdivision Agreement; (ii) any proposed changes to the final Site Plan or Final Plat will require approval of the City; and (iii) any proposed design changes will require approval of the CDA in accordance with applicable provisions of this Agreement below

## **SECTION 2. OBLIGATIONS OF THE CDA.**

2.1 **Issue of Redevelopment Notes.** Upon the Redeveloper’s notice to CDA of commencement of a Project, and prior to the issuance of a Redevelopment Note, the Redeveloper shall provide the CDA sufficient documentation demonstrating the project costs, Eligible Expenses, and proposed Redevelopment Loan Amount for that Project, the cumulative Redevelopment Loan Amount issued to date, and other such information required by the CDA to verify the Maximum Redevelopment Loan Amount will continue to be supported by the payment of Excess Tax Revenues. The CDA shall borrow from the Redeveloper, or the subsequent owner of such Lot or group of Lots, a portion of the Maximum Redevelopment Loan Amount, which amount shall be determined by the Redeveloper in its sole discretion provided Redeveloper demonstrates that the Maximum Redevelopment Loan Amount will continue to be supported by the payment of Excess ad valorem Taxes, it being understood that the total amount requested for a Redevelopment Loan for the Redevelopment Property, when combined with the principal amounts of all previously issued Redevelopment Loans, shall not exceed the Maximum Redevelopment Loan Amount, as may be adjusted pursuant to Article 2, Section 5 below. Concurrently with commencement of the initial Project by Redeveloper, or the subsequent owner of such Lot or group of Lots, as directed in writing by Redeveloper, the CDA may issue to the Redeveloper, or the subsequent owner of such Lot or group of Lots, one or more Redevelopment Notes in such denominations specified by the Redeveloper to evidence the CDA’s obligation to repay that portion of the Redevelopment Loan initially borrowed by the CDA from the Redeveloper. Thereafter, as the Redeveloper, or the subsequent owner of a Lot or group of Lots, lends additional monies to the CDA pursuant to this Agreement, the CDA shall execute and deliver such additional Redevelopment Notes in such denominations specified by the Redeveloper from time to time to evidence the CDA’s obligation to repay the Redevelopment Loan. Each Redevelopment Note shall be repaid from the Excess Tax Revenues from the Lot or group of Lots within the Redevelopment Property specified by the Redeveloper, from time to time, provided that the

principal amount of all such Redevelopment Notes secured by the Excess Tax Revenues from a particular Lot or group of Lots shall not exceed the Maximum Redevelopment Loan Amount; and the principal amount of all Redevelopment Notes shall not exceed the Maximum Redevelopment Loan Amount. CDA and the Redeveloper hereby agree that the maximum purchase price for each Lot that will be considered an Eligible Expense for purposes of this Agreement shall not exceed \$40 per square foot of land on the applicable Lot, provided that such maximum shall be increased annually by one and one-half percent beginning two (2) years after the Effective Date of this Agreement. Notwithstanding anything in this Agreement to the contrary, all Redevelopment Loans with respect to the Mixed Use Redevelopment Project Area shall be subject to the Maximum Redevelopment Loan Amount. Any proposed Redevelopment Loan, when combined with the principal amounts of all previously issued Redevelopment Loans, shall not exceed the Maximum Redevelopment Loan Amount and shall be closed in the same manner as the initial Redevelopment Loan, except as otherwise may be provided in this Agreement.

The Redevelopment Note or Redevelopment Notes shall be secured by and payable only from the Excess Tax Revenues produced from the improvement, development, and redevelopment of each Project and the Lot or group of Lots within the Redevelopment Property for such Project as designated by the Redeveloper from time to time. If requested by the Redeveloper, the CDA shall enter into an administrative amendment or amendments to this Agreement with the Redeveloper identifying the development of a particular Lot or Lots within the Redevelopment Property as a separate redevelopment project under the Amended Redevelopment Plan and providing for the issuance of Redevelopment Notes secured by and payable only from the Excess Tax Revenues produced from the improvement, development, and redevelopment of such designated Lot or Lots. Provided, however, notwithstanding anything in any amendment to the contrary, all Lots, Projects, Redevelopment Notes and Redevelopment Loans shall be and remain subject to all provisions of this Agreement as they were applicable before the amendment; and any amendment to the contrary shall be null and void.

2.2 **Use of Redevelopment Loan Proceeds.** The CDA shall grant the entire amount of the Redevelopment Loan proceeds, up to the Maximum Redevelopment Loan Amount, to the Redeveloper, or the subsequent owner of a Lot or Lots, as allowed for by this Agreement, for land acquisition, demolition, site preparation, and other Eligible Expenses of improving, developing and redeveloping the Lots within the Redevelopment Area allowed by the Redevelopment Law.

2.3 **Division Dates.** The Division Date(s) for the Redevelopment Project shall be established from time to time by the Redeveloper based upon the development of any Lot or group of Lots within the Redevelopment Property. The Redeveloper shall send written notice to the CDA requesting the Division Date for each Lot or group of Lots within the Redevelopment Property. Upon receipt of the written request of Redeveloper to set the Division Date for any Lot or group of Lots within the Redevelopment Property, the CDA shall file a Notice to Divide with respect to such parcel with the Sarpy County Assessor, which such Notice to Divide shall specify the calendar year that the division of the real property tax is to become effective and the Base Year Valuation for each Lot or group of Lots, as the case may be. The Excess Tax Revenues for each Lot or group of Lots within the Redevelopment Property shall not exceed fifteen (15) years after the effective date the Notice to Divide is executed and delivered by the CDA to the Sarpy County Assessor's office with respect to such Lot or group of Lots; it being understood

by the parties hereto that the real property taxes which are levied in the fifteen (15<sup>th</sup>) year with respect to such Lot or group of Lots, but are actually paid by Redeveloper (or its successor or assigns) in the sixteenth (16<sup>th</sup>) year, shall be paid immediately, upon being available to the CDA, towards the retirement of the amounts due under the applicable Redevelopment Note(s) but in no event shall the Redeveloper receive more than fifteen (15) years of tax payments, which shall not exceed thirty (30) semi-annual payments. The CDA shall not file a Notice to Divide for any Lot or group of Lots within the Redevelopment Property unless and until a written request is made by the Redeveloper for such Lot or group of Lots.

2.4 **Redevelopment Notes.** The Maximum Redevelopment Loan Amount shall be issued to Redeveloper, or the subsequent owner of a Lot or Lots, as established by written notice delivered by Redeveloper to the CDA, based upon the: (i) timing of construction and completion of the Improvements on each Lot; (ii) the estimated amount of eligible cost associated in improving, developing, and redeveloping each Lot; and (iii) the anticipated increment to be created upon completion of the improvements on such Lot. The CDA and the Redeveloper both intend that the Redeveloper shall receive the maximum benefit up to the Maximum Redevelopment Loan Amount from the Excess ad valorem Taxes that will be available as a result of the improvement, development, and redevelopment of the Entire Redevelopment Property, including all Projects within the Mixed Use Redevelopment Project Area, limited to eligible expenses allowable under the Redevelopment Law. The Redeveloper agrees and acknowledges that the maximum benefit available from the Excess ad valorem Taxes may not be available or sufficient to make the necessary debt service payment in any given year. The parties agree that there shall not be any recourse against the City or CDA for any shortfall or otherwise on any Redevelopment Loan except to make payments from available Excess ad valorem Taxes.

2.5 **Additional Redevelopment Notes for Subsequent Projects.** It is anticipated that the total valuation of the Redevelopment Project will not generate Excess Tax Revenues sufficient to recapture the total expenditure of Eligible Expenses associated with the Redevelopment Project. Accordingly, in the event the Redeveloper can demonstrate to the satisfaction of the CDA that the Mixed Use Redevelopment Project can support a higher Maximum Redevelopment Loan Amount, the Maximum Redevelopment Loan Amount will increase to the supported amount (“Adjusted Maximum Redevelopment Loan Amount”) and the CDA shall execute and issue such additional Redevelopment Notes to the Redeveloper or its designees or assigns in such amounts and denominations up to the increase of the Adjusted Maximum Redevelopment Loan Amount over the Maximum Redevelopment Loan Amount, as determined by the Redeveloper only to the extent the issuance of such Redevelopment Notes is supported by the incremental increase in valuation of the subsequent Projects, as shall be demonstrated by the information provided by the Redeveloper in accordance with Section 2.1 hereof. The parties hereto recognize that any such notes issued pursuant to this Section shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Amended Redevelopment Plan. In the event Redeveloper requests additional Redevelopment Notes, the Redeveloper shall lend or have lent additional redevelopment funds to the CDA in an amount equal to the principal amount of such Redevelopment Notes, and such redevelopment funds shall be granted to the Redeveloper, subject to TIF eligible expenses, as allocated by the Redeveloper. Redeveloper, before Redevelopment Loans applicable to a Project are issued, shall provide CDA access to proformas supporting the Redevelopment Loans for the Project, including the anticipated loan proceeds, anticipated assessed

value after completion of Improvements and anticipated incremental tax increase. Any such subsequent Redevelopment Loan, when combined with the principal amounts of the outstanding Redevelopment Loans, shall not exceed the Maximum Redevelopment Loan Amount, subject to possible adjustment pursuant to this Section, and shall be closed in the same manner as the initial Redevelopment Loan, except as provided for in this Section

2.6 **Delivery of Evidence.** The Redeveloper shall ensure that prior to expenditure or disbursement of Redevelopment Note proceeds, the following shall be obtained and provided to CDA, to wit:

2.6.1 Redeveloper, or the subsequent owner of a Lot, as applicable, shall provide the CDA with evidence, acceptable to the CDA, that private funds have been irrevocably committed to complete that portion of the Improvements funded by the corresponding Redevelopment Note.

2.6.2 Redeveloper, or the subsequent owner of a Lot, as applicable, shall provide evidence of, and maintain adequate performance and labor and materials payment bonds for the Redeveloper Public Improvements to be constructed by Redeveloper during the period of actual construction of the Project (so as to exclude acquisition cost, TIF fees, and capitalized interest) during the period of construction of the Redevelopment Project satisfying Neb. Rev. Stat. Section 18-2151. The CDA and City shall be specified as a co-obligee. The intent is not to require under this Agreement and the Subdivision Agreement more than one bond of the same type and amount, covering the same performance and the same improvements. In such a case, the City Engineer may accept a single bond to satisfy the bonding requirement of both agreements, provided the bond expressly guarantees payments and performance under both agreements, in the greater amounts required under such agreements, and names both the City and CDA as beneficiaries

2.7 **Special Fund.** The CDA shall establish a special fund or funds under Section 18-2147 of the Nebraska Revised Statutes for the purpose of collecting the Excess ad valorem Taxes generated by the Redevelopment Project. All Excess ad valorem Taxes shall be collected and held in a special fund or funds and shall be used for no purpose other than to repay the Redevelopment Notes, until such time as no Redevelopment Notes are outstanding and unpaid.

2.8 **No Special Assessments.** Public improvements described in the Subdivision Agreement will be constructed by the City at its cost. The City intends to use general tax proceeds or other available sources of revenue, and not to specially assess the cost against any Lot within the Redevelopment Area, or against the improvements located thereon in regard to the Redevelopment Project. This section does not prohibit future special assessments for future projects initiated and constructed by the CDA or City.

2.9 **Implementation of CDA Obligations.** The CDA shall take all actions required by law, including, but not limited to, coordinating with the City as might be necessary to hold public hearings or issue approvals, to issue permits for utility relocation where necessary pursuant to City's existing policies, approving and executing contracts and agreements and enacting

resolutions to implement the CDA's obligations under this Agreement.

2.10 **Site Work Obligations of CDA.** The CDA shall, at the sole cost and expense of CDA or City, take or cause the actions set forth on Exhibit "F" attached hereto and incorporated herein by this reference, in connection with eliminating and preventing recurrence of the substandard and blighted 84<sup>th</sup> Street Redevelopment Area; the performance of which is conditioned upon Redeveloper using the Entire Redevelopment Property for mixed use redevelopment in accordance with this Agreement and the Amended Redevelopment Plan.

### **SECTION 3. OBLIGATIONS OF THE REDEVELOPER.**

3.1 **Subdivision of the Entire Redevelopment Property.** The Redeveloper has acquired or will acquire the Entire Redevelopment Property in anticipation of this Agreement, and the Redeveloper is in the process of subdividing the Entire Redevelopment Property into the Lots. The Redeveloper shall make good faith efforts to subdivide the Entire Redevelopment Property substantially as shown on Exhibit "B" attached hereto.

3.2 **Redevelopment Loan.** The Redeveloper or subsequent owner of a Lot or group of Lots, subject to the Maximum Redevelopment Loan Amount on all Redevelopment Loan Amounts and potential increase of said amount pursuant to Section 2.5, may lend to the CDA the sum of not more than is supported by the incremental increase in valuation of the applicable Project, as shall be demonstrated by the information provided by the Redeveloper, which shall be evidenced by the one or more Redevelopment Notes. The Redevelopment Loan proceeds, when combined with other private or public funds available, will be used by the Redeveloper, or its successors and assigns, for the development of each Lot within the Redevelopment Area. The Maximum Redevelopment Loan Amount to be issued pursuant to this Agreement shall assume that the Redevelopment Notes will bear interest at the rate of five and one-half percent (5.5%) per annum. In the event the Redeveloper elects to monetize the Redevelopment Notes and the interest rate changes, the applicable Maximum Redevelopment Loan Amount may be amended accordingly. The Redeveloper shall use the proceeds of any Redevelopment Loan granted to the Redeveloper pursuant to this Agreement for Eligible Expenses in connection with improving, developing and redeveloping the Redevelopment Property.

3.3 **Certification of Note for Payment.** The Redeveloper and any subsequent holder of any Redevelopment Note shall provide the notice as required herein with copy to the CDA c/o the City Finance Department with written certification that it owns and holds the original executed Redevelopment Note prior to disbursement of any proceeds for the payment of such Redevelopment Note. If a Redevelopment Note is lost, destroyed, or stolen, the Redeveloper or any subsequent holder of a Redevelopment Note may so certify to the CDA, whereupon the CDA shall issue a replacement Redevelopment Note; provided, that the Redeveloper or such subsequent holder shall provide the CDA with an indemnity agreement or other security reasonably required by the CDA in connection with the issuance of such Replacement Note.

3.4 **Entire Redevelopment Property Improvements.** The Redeveloper shall design and construct or shall enter into agreements with third parties who acquire title to any Lot or group of Lots within the Redevelopment Property to design and construct on such Lot or group of Lots

the Improvements (as identified in the Preliminary Statement of this Agreement), which may be modified from time to time by mutual agreement of the Redeveloper and the CDA, creating a minimum stipulated value of improvements for real estate tax assessment purposes valued to the extent necessary to pay the Redevelopment Notes with Excess Tax Revenues. Notwithstanding anything in this Agreement to the contrary, Redeveloper intends to develop, own, operate, and maintain Phase I as the initial phase of the Mixed Use Redevelopment Project. Prior CDA approval is required for any proposed conveyance of any conveyance of any of the Mixed Use Redevelopment Project Area before Phase I is substantially completed. For purposes of this Section 3.4, “substantially completed” shall mean the date in which CDA accepts the Public Improvements completed by Redeveloper.

3.5 **Certain Agreements Regarding Tax Increment Financing.** While the Redevelopment Notes are outstanding, the following shall apply:

3.5.1 Redeveloper intends to sell and convey the Lots of Subsequent Phases within the Redevelopment Property to third party Redevelopers/users. As such, the parties agree that it is not feasible in this Agreement to allocate any minimum real estate tax valuation to any particular Lot or group of Lots. At each Redevelopment Loan closing, the Redeveloper will certify to the CDA in writing that the Redeveloper has given written notice to the bank or other lender of the Redevelopment Loan funds that the owners of the Lot or group of Lots within the Redevelopment Property will not have the right to protest any real estate tax valuations below the amount agreed to in the Minimum Valuation Agreement for their respective Lots while any Redevelopment Note is outstanding below the amount agreed to in the Minimum Valuation Agreement. Nothing in the Minimum Valuation Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Minimum Valuation Agreement nor prohibit the Redeveloper or property owner from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, neither the Redeveloper nor the owner of any Lot within the Redevelopment Property shall seek and/or obtain a reduction of such actual value below the valuation established in the Minimum Valuation Agreement. The Minimum Valuation Agreement shall remain in effect until all of the Redevelopment Notes are either paid in full or the fifteen year amortization period has expired with respect to each Lot within the Redevelopment Property in accordance with the Redevelopment Law. The Minimum Valuation Agreements shall be filed for record in the office of the Sarpy County, Nebraska, Register of Deeds, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of any such Lot or group of Lots to which the Minimum Valuation Agreement applies, whether voluntary or involuntary. Such Minimum Valuation Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or lienholder, as well as all prior lienholders, each of which prior lienholders shall sign a consent to the Minimum Valuation Agreement. The Redeveloper agrees that it will not protest a real estate improvement valuation on Phase I of an aggregate amount established by the CDA before commencement of Demolition and Site Preparation (“Aggregate

Phase I Minimum”) or less after substantial completion of Phase I; provided, however, Redeveloper shall have the right to allocate this minimum number among the Lots in Phase I provided the aggregate minimum shall remain at or below the Agreed Phase I Minimum. The Redeveloper agrees, with respect to any Project of the Subsequent Phases that it will agree to an affirmative obligation not to protest a real estate improvement valuation on each Project of an aggregate of the value of the Project as of the Base Year plus the approximate cost necessary to adequately fund the TIF, the exact amount to be determined at the time of finalization of the TIF for each Project.

3.5.2 Redeveloper, or the subsequent owner of a Lot or group of Lots, shall not convey any Lot or any portion thereof or any structures thereon to any entity that would be exempt from the payment of ad valorem taxes.

3.5.3 Redeveloper, or the subsequent owner of a Lot or group of Lots, shall maintain with respect to any structures on any Lot or portion thereof fire and extended coverage insurance thereon for the full insurable value thereof, subject to such commercially reasonable deductibles, however, as the Redeveloper and any subsequent owner of the Lot may determine. An owner or occupant of a building on any Lot may, with the consent of the CDA (which consent shall be reflected in an administrative amendment to this Agreement), which consent shall not be unreasonably withheld, and the written consent of the then holder or holders of any outstanding Redevelopment Notes, elect to self-insure such risks, but only if such owner has a net worth of at least \$100,000,000.00. In the event of a casualty loss, the Redeveloper or the then owner of the damaged property, as appropriate, shall reconstruct such improvements or, alternatively, subject to approval of CDA, shall escrow funds or provide insurance proceeds in an amount equivalent to the amount of Excess Tax Revenues that would have been generated from the property had it not been damaged. Such escrowed funds or insurance proceeds shall be used to amortize the outstanding Redevelopment Notes secured by the Excess Tax Revenues from that owner's real estate.

3.5.4 As long as any Redevelopment Note or Redevelopment Notes remain outstanding, the Redeveloper shall cause all real estate taxes and assessments levied on any Lot owned by Redeveloper to be paid prior to delinquency. In addition, as long as any Redevelopment Note or Redevelopment Notes remain outstanding, the subsequent owner of a Lot or group of Lots shall cause all real estate taxes and assessments levied on any such Lot to be paid prior to delinquency. Provided Redeveloper has complied with this notice requirement, the Redeveloper shall not be responsible for the actions of the third parties (which shall expressly exclude any affiliates of Redeveloper or any entity controlled or under common control with Redeveloper) if these covenants are breached with respect to a Lot or group of Lots and the breach occurs after conveyance of such Lot or group of Lots to such third parties; rather, the transferees of any such Lot or group of Lots will be responsible for such breach.



3.5.5 Each of the foregoing covenants shall run with the land and be binding on subsequent owners of any Lot or group of Lots within the Redevelopment Property as long as any Redevelopment Note is outstanding, and shall be referenced in a Notice of Redevelopment Agreement to be recorded in the office of the Register of Deeds of Sarpy County, Nebraska upon full execution of this Agreement. The Redeveloper agrees to include the covenants set forth in this Section in any subsequent sale, assignment, sale-leaseback or other transfer of any Lot within the Redevelopment Property.

3.5.6 Redeveloper, or the subsequent owner of a Lot or group of Lots, shall not, without the express prior written approval of the CDA, (a) materially alter, change, demolish or otherwise modify that portion of the Improvements which constitute the façade and lighting, including without limitation window enhancements, paid for or reimbursed in whole or in part as Eligible Expenses with proceeds of a Redevelopment Loan (the “Architectural Enhancements”), or (b) add, install or otherwise locate signs, canopies, coverings or other additions, whether temporary or permanent to the Architectural Enhancements inconsistent with the design standards set forth in Exhibit “G”, as may be amended from time to time. Redeveloper, or the subsequent owner of a Lot or group of Lots, may make repairs or enhancements to such Architectural Enhancements without prior approval, but only to restore such elements to their original intended condition.

3.6 **Phase I Purchase Option.** The CDA shall have the right to purchase the Entire Redevelopment Property in the event the Redeveloper fails to:

3.6.1 commence construction of Phase I within one hundred twenty (120) days after the CDA completes Demolition and Site Preparation; provided, however, Redeveloper’s timeframe for commencing construction shall be extended one day for each day of delay by the CDA in completing the Demolition and Site Preparation within the timeframes set forth in this Agreement, or

3.6.2 substantially complete Phase I within forty-eight (48) months after commencement of construction of Phase I.

The CDA shall have the right to exercise the purchase option only after providing written notice to Redeveloper of its intent to do so and Redeveloper failing to commence construction or substantially complete within ninety (90) days after receipt of such written notice. The purchase price for CDA’s purchase of the Entire Redevelopment Property shall be equal to the amount Redeveloper initially paid to acquire the Entire Redevelopment Property, plus all reasonable costs incurred by Redeveloper in connection with the ownership of the Entire Redevelopment Property and development of the Project, including but not limited to, platting, construction costs, design and engineering, marketing and carry costs. In addition, Redeveloper prior to closing will document to CDA all Redeveloper costs and deliver all design, engineering and other documentation, the costs of which are included in the purchase price. Prior to any loan closing to acquire the Brentwood Crossing Property or otherwise connected with the Mixed Use

Redevelopment Project, Redeveloper shall give notice to the bank or other lender of the Redevelopment Loan funds that the Lots within the Redevelopment Property will be subject to the options described in Sections 3.6 and 3.7.

3.7 **Repurchase In the Event of Foreclosure.** In any case where the holder of any mortgage obtains title to any portion of the Redevelopment Area or any part thereof as a result of foreclosure proceedings or action in lieu thereof, prior to issuance by the City of the Redeveloper's Certificate of Completion of Improvements for the applicable phase of the Project, the CDA shall be entitled, at its option, to a conveyance to it of the applicable Redevelopment Area after payment of an amount equal to the sum of:

3.7.1 The Redevelopment Note debt and any mortgage debt at the time of foreclosure or action in lieu thereof (less all the appropriate credits including those resulting from collection and application of rentals and other income received during foreclosure proceedings), including any prepayment penalties associated with the mortgage debt;

3.7.2 All expenses with regard to foreclosure;

3.7.3 The net expense, if any, incurred by such holder in and as a direct result of its subsequent management and operation of the Redevelopment Area;

3.7.4 the depreciated cost of any improvement made by such holder;

3.7.5 all other reasonable holding costs actually incurred as to the Redevelopment Area.

The CDA's option shall remain in force for ninety (90) days after the date the holder of any Mortgage obtains title to said Project or part thereof and notifies the CDA, unless the CDA waives the option prior to the end of such 90-day period. In the event the CDA exercises its option under this Section, then the CDA shall also be required to repay in full any and all outstanding Redevelopment Loan proceeds, if any, remaining after paying the Redevelopment Note debt pursuant to subsection 3.7.1.

3.8 **Design Approval.** Redeveloper has agreed that, as part of the Eligible Expenses and to enhance the Mixed Use Redevelopment Project as a public improvement for the Mixed Use Redevelopment Project Area, Redeveloper shall construct all Improvements in accordance with design standards set forth in Exhibit "G," subject to any additions, subtractions, or modifications and final approval of the CDA. The façade and lighting enhancements, including without limitation window enhancements, which are necessitated by such design standards, over and above City code standards, are public improvements for the benefit of the CDA and the City and shall be part of Eligible Expenses. The Redeveloper shall have a pre-application meeting with the Community Development Department and shall thereafter submit designs and plans for the exterior and façade ("Exterior Drawings") to the CDA incorporating input from the pre-application meeting for review of the Community Development Department for prior written approval. The Community Development Department shall, within forty five (45) days of receipt, complete initial

review and approve the Exterior Drawings if determined to be in substantial conformity with the Design Standards. Failure upon such initial review to reject the applicable documents (which notice shall include specific objections) within forty five (45) days shall be deemed as approval by the CDA. In the event any changes are required upon initial review, or in the event of a change to the exterior or façade during the term of the Redevelopment Loan, Redeveloper shall submit new Exterior Drawings for review and approval by the CDA in accordance with the process set forth herein, except thirty (30) days will be substituted as the applicable time periods.

### 3.9 **Additional.**

3.9.1 Taxes. In the case of any real estate owned by Redeveloper in the 84<sup>th</sup> Street Redevelopment Area, the Redeveloper (i) consents with respect to designation of any or all of the 84<sup>th</sup> Street Redevelopment Area as enhanced employment areas and levies of general business occupation taxes therein as determined by the City from time to time and applicable to all businesses in the City (“GBOT”); provided, however, the GBOT rate generally will be in accordance with the norm within the metropolitan Omaha area with respect to a GBOT that is the same as a GBOT levied in other communities in the metro area; (ii) except as otherwise expressly provided in this Agreement with respect to tax increment financing, agrees that it shall not directly or indirectly challenge or contest, or encourage any other person or entity to challenge or contest, any property tax valuation in the Mixed Use Redevelopment Project Area or City revenues, including GBOT, property taxes or local option sales taxes; (iii) represented and confirms that new investment within the Mixed Use Redevelopment Project Area is projected to result in at least the required number of new employees and new investment applicable under the circumstances at the time under Neb. Rev. Stat. Section 18-2116(2); and any business in the Mixed Use Redevelopment Project Area that has 135,000 square feet or more and annual gross sales of \$10 million or more will provide an employer provided health benefit satisfying requirements of Neb. Rev. Stat. Section 18-2116(2); and (iv) agrees to record this Agreement with respect to real estate owned by the Redeveloper, the provisions of which shall be binding upon all successors and assigns of such real estate or Redeveloper.

3.9.2 Maintenance. Redeveloper will operate, maintain, replace and repair the Improvements in good and working condition and repair in accordance with the prevailing standards applicable to first-class developments of similar size, kind and quality, and in accordance with requirements of all applicable laws, rules and regulations. For these purposes, “first-class” means that the Redeveloper will use the highest quality, design and construction techniques and materials that will produce a development of the highest quality according to applicable industry standards. Comparable projects in the area include Aksarben Village and Midtown Crossing. Finally, the Minimum Uses within the Mixed Use Redevelopment Project Area as described in the Subdivisions Agreement shall continue to apply and must be satisfied during the period of and for at least 25 years after the Grand Opening of Phase I Subdivider Improvements as defined in the Subdivision Agreement, unless otherwise agreed by City.

#### **SECTION 4. MISCELLANEOUS PROVISIONS OF THE AGREEMENT.**

4.1 **Non-discrimination.** Annexed hereto as Exhibit “H” attached hereto and made part hereof by reference are the equal employment provisions of this Agreement, wherein each Redeveloper is referred to as Contractor. The Redeveloper shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, sexual orientation, age, political or religious opinions, affiliations or national origin.

4.2 **Construction.** Captions used in this Agreement are for convenience and are not used in the construction of this Agreement. This Agreement shall be subject to and construed in accordance with the Amended Redevelopment Plan.

4.3 **Applicable Law.** Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

4.4 **Interest to the CDA/City.** No elected official or any officer or employee of the CDA or the City shall have any interest in any contract or property that is prohibited by applicable State Statutes.

4.5 **Merger.** This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.

4.6 **Modification.** This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

4.7 **Assignment and Delegation of Redeveloper's Duties.**

4.7.1 **Phase I.** The Redeveloper shall not have the right to assign its rights or obligations hereunder for Phase I without the prior written approval of the CDA. In the event Redeveloper desires to assign all or any portion of Phase I, the Redeveloper shall give the CDA reasonable prior notice, a copy of the proposed assignment, and information concerning the identity, creditworthiness, and qualifications of the proposed assignee, and such additional information as requested. The Redeveloper shall also provide the CDA with a true and complete copy of documentation evidencing such assignment promptly after it has been executed by the parties thereto. Notwithstanding anything herein to the contrary, Redeveloper shall have the privilege of assigning its respective rights and delegating some or all of its respective duties for Phase I hereunder to any Affiliate of Redeveloper. Redeveloper shall deliver to the CDA an executed copy of any

such assignment with respect to Phase I or any Subsequent Phases. For the purposes of this Agreement, the term “Affiliate” shall mean any partnership, corporation, limited liability company or limited partnership under the direct or indirect control of Chris Erickson. For the purposes of this Agreement, the terms “Control,” “Controlling” and “Controlled” mean, with respect to any specified partnership, corporation, limited liability company or limited partnership, the power to direct or cause the direction of the management or policies of such partnership, corporation, limited liability company or limited partnership directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

4.7.2 Subsequent Phases. Subject to the foregoing requirement, the Redeveloper shall have the right to assign its respective rights and obligations hereunder corresponding to the sale of some or all of the Subsequent Phases to any purchaser of a Lot in a Subsequent Phase it determines based on reasonable inquiry and investigation to be creditworthy, qualified, and capable of performing such obligations. In the event that the Redeveloper sells any portion of the Redevelopment Area constituting a Subsequent Phase and assigns its rights and obligations hereunder, Redeveloper, as a condition of the assignment, shall obtain a repurchase option allowing Redeveloper to elect to repurchase the applicable property in the event that the assignee does not (i) commence construction within twelve (12) months after the date upon which assignee takes title to the applicable property or (ii) complete construction within three (3) years after the commencement of construction. The repurchase option shall be for the initial purchase price paid by the assignee to Redeveloper for the applicable property and shall otherwise include commercially reasonable terms agreed upon by the Redeveloper and assignee. Redeveloper shall ensure that the CDA is a third party beneficiary to the repurchase option and has a right for at least ninety days after the Redeveloper’s option expires to repurchase the applicable property on the same terms in the event the Redeveloper does not exercise its repurchase option. The Redeveloper shall give the CDA reasonable prior notice and information concerning the identity, creditworthiness, and qualifications of any such assignee. The Redeveloper shall also provide the CDA with a true and complete copy of documentation evidencing such assignment and the CDA’s option promptly after execution by the parties thereto.

4.7.3 Redeveloper Control. Redeveloper warrants that Chris Erickson controls and will continue to control Redeveloper. Any voluntary, involuntary, direct or indirect transfer of control of Redeveloper shall require approval of the City or CDA.

4.8 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Amended Redevelopment Plan. In that regard, the parties hereto hereby nominate the following individuals, or their successors, to be their respective authorized representatives, acting in their specific capacities, to execute any such administrative amendments to this Agreement on their behalf:

For the CDA: The Mayor, City Administrator or City Engineer

For the Redeveloper: Christopher L. Erickson

The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Amended Redevelopment Plan. However, amendments of the following types, except as otherwise provided in this Agreement, shall be referred to the CDA for approval:

- (i) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
- (ii) Those that require the CDA to undertake any additional works or improvements beyond the levels contained in this Agreement;
- (iii) Those that obligate the CDA on any loans, bonded indebtedness, deferred payments of any types, or other financial obligations; and
- (iv) Those that the City Administrator decides to refer for approval of the governing body of the CDA.

#### 4.9 **Remedies.**

4.9.1 The parties understand and agree that with respect to the various obligations of the parties hereunder, time is of the essence, and in the event that any party hereto shall fail to carry out any of its obligations under this Agreement, the remaining parties hereto would have no adequate remedy at law. Therefore, the parties hereto shall be entitled to enforce the obligations of a defaulting party under this Agreement pursuant to all available equitable remedies, including, but not limited to, specific performance, injunction, and mandamus.

4.9.2. Except as otherwise expressly provided in this Agreement, an event of default occurs upon breach of any material covenant, obligation or requirement of a party under this Agreement or the Subdivision Agreement and the continuation of such breach for thirty (30) days after receipt of written notice from the non-breaching party specifying the nature and extent of such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, the failure of the breaching party to commence to cure such breach within such thirty (30) day period and to diligently continue to pursue same to completion. Should an event of default by a party occur hereunder, the other party that is not then in default may, by written notice to the defaulting party, terminate this Agreement. Before the non-defaulting party may, in addition to any other remedy provided in this Agreement, terminate this Agreement, written notice and opportunity to cure as provided at the beginning of this paragraph shall be required.

4.9.3 All remedies provided by this Agreement shall be cumulative and include all

other remedies available at law or in equity.

4.10 **Survival.** All of the obligations, warranties, and indemnities of the parties to this Agreement shall survive all conveyances of real estate required pursuant to this Agreement.

4.11 **No Reliance on Others.** Except for any specific representations and 'warranties set forth in this Agreement, each party hereto agrees that it is relying on its own opinions, estimates, studies, and information with regard to such party's respective obligations under this Agreement and no party hereto or its agents or contractors shall be responsible or liable for estimates or opinions of costs given to other parties in connection herewith.

4.12 **Delays.** No party hereto shall be liable to any other party hereto for direct or consequential damages suffered or incurred as the result of delays in completion of Redevelopment Project proximately caused by External Causes (as defined below). In addition, to the extent the CDA or the Redeveloper is prevented or delayed in timely performing its obligations hereunder due to External Causes, its performance shall be excused for so long as any such External Causes stand as an impediment to such performance and the amount of time for such party to fulfill its obligations under this Agreement shall be extended for a like period of time. However, the party whose performance hereunder is thus impeded shall use reasonable efforts to eliminate or overcome such delays. If the CDA or the Redeveloper is delayed in the performance of its obligations hereunder due to External Causes, then the other party shall be entitled to an extension for a like period of time for performance of its obligations reasonably related to the obligations the performance of which is delayed by External Causes. As used herein, the term "External Causes" shall include strikes, riots, acts of God, shortages of labor or materials, war, and material changes in governmental laws, regulations or restrictions.

4.13 **Cooperation and Coordination.** The CDA and the Redeveloper shall cooperate with each other and seek to coordinate their respective grading, demolition, site preparation, street relocation and improvement, utility relocation, removal, and construction activities hereunder so as to minimize to the extent reasonably practical the costs of such work for both parties and to accommodate the Demolition and Site Preparation by the CDA and the construction by the Redeveloper and any successor or assign of the CDA or Redeveloper; provided that the foregoing shall not be construed to permit or require that the any party consent to any delays or extensions of the times set forth herein for the other party to commence or complete its obligations under this Agreement.

4.14 **Severability.** In the event any clause or provision in this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, the remaining portion of this Agreement shall not be affected thereby. The parties hereto agree that, in lieu of such illegal, invalid or unenforceable clause or provision, a provision that is legal, valid and enforceable, with as substantially similar terms as possible, shall be inserted in lieu thereof as an administrative amendment.

4.15 **Waiver.** The parties hereto agree that, notwithstanding any sale or lease of any portion of the Entire Redevelopment Property after the date hereof, the Amended Redevelopment Plan may be modified or amended by the CDA without the consent of any other party or any

successor or assign of such party, unless such amendment will materially and adversely affect such party's rights under this Agreement or otherwise, or unless such amendment involves the property owned by such party. To the extent Section 18-2117, Nebraska Revised Statutes, as amended, may provide to the contrary, any rights under such statute are waived by the parties hereto.

4.16 **Incorporation.** The preliminary statement at the beginning of this Agreement, the Subdivision Agreement, and all exhibits or other documents or instruments referenced in this Agreement shall be incorporated into this Agreement by reference.

4.17 **Approvals.** Except as otherwise provided in this Agreement, any approvals required in this Agreement shall mean the prior written approval of the party. The City Administrator, City Engineer, or her or his designee shall be authorized to provide any approval on behalf of the CDA, unless the City Administrator determines that approval of the governing body shall be obtained. Chris Erickson shall be authorized to provide any approval on behalf of the Redeveloper.

4.18 **No Partnership or Joint Venture.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of partners or creating or establishing the relationship of a joint venture between or among any of the parties to this Agreement or as constituting any party hereto as the agent or representative of any other party for any purpose or in any manner under this Agreement, it being understood that each party is an independent contractor hereunder.

4.19 **CDA Actions Subject to Applicable Procedures.** All actions or approvals of the CDA under this Agreement shall be subject to the procedures and other requirements of applicable laws, rules, regulations, policies and procedures.

4.20 **Covenants Running with Land.** This Agreement and the agreements and understandings herein constitute covenants running with the land and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other person or entity gaining or claiming any interest or lien within the Mixed Use Redevelopment Project Area.

4.21 This Agreement has been entered into by the CDA to provide financing for an approved redevelopment project.

## **SECTION 5. AUTHORIZED REPRESENTATIVES.**

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

5.1 CDA  
City Clerk

With copies to



8116 Park View Blvd.  
La Vista, NE 68128

City Administrator  
8116 Park View Blvd.  
La Vista, NE 68128

Community Development Director  
8116 Park View Blvd.  
La Vista, NE 68128

Fitzgerald Schorr, PC, LLO  
Attn: Tom McKeon  
200 Regency One  
10050 Regency Circle  
Omaha, NE 68114

5.2 Redeveloper  
La Vista City Centre  
Attn: Christopher L. Erickson  
P.O. Box 428  
Boys Town, NE 68010

With a copy to  
Dvorak & Donovan Law Group, LLC  
Attn: Kendra J. Ringenberg  
13625 California Street, Suite 110  
Omaha, Nebraska 68154

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

LA VISTA COMMUNITY DEVELOPMENT  
AGENCY

\_\_\_\_\_  
CITY CLERK OF THE CITY OF LA VISTA

\_\_\_\_\_  
MAYOR OF THE CITY OF LA VISTA

*[not La Vista format]*

**REDEVELOPER:**

La Vista City Centre, LLC, a Nebraska limited liability company,

By: \_\_\_\_\_  
Name: Christopher L. Erickson  
Its Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF SARPY     )

The foregoing Redevelopment Agreement was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, 2016, by Chris Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

**List of Exhibits:**

- A - Brentwood Crossing Property Legal Description**
- B - Plat**
- C - Preliminary Site Plan**
- D - Phase I Area**
- E - Form of Redevelopment Note**
- F - CDA Demolition and Site Preparation**
- F-1 - Demolition and Site Preparation Timelines**
- G - Design Standards**
- H - Equal Opportunity Clause**

**EXHIBIT A**

**BRENTWOOD CROSSING PROPERTY LEGAL DESCRIPTION**

DWC: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\Subdivision Agreement\16-04-27\_LDVP\_Legal\_Description\_Exhibit\_A.dwg  
DATE: Jul 28, 2016 11:55am XREFS: C:\PBNBY\_60546 USER: cskeen

## LEGAL DESCRIPTION:

A TRACT OF LAND BEING A REPLATTING OF LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND ALSO LOTS 8A1, 8A2, 8A3, AND 8A4, BRENTWOOD CROSSING REPLAT 2, SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, IN THE SOUTHWEST QUARTER, AND ALSO A PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, WILTHAM PLACE REPLAT 1, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE NORTHERLY ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET ON AN ASSUMED BEARING OF N02°24'52"W, 473.97 FEET; THENCE N02°25'39"W ON SAID EAST RIGHT-OF-WAY LINE, 1320.52 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 12; THENCE N02°22'12"E ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET, 55.20 FEET; THENCE N87°27'28"E, 217.26 FEET; THENCE S57°58'55"E, 96.96 FEET TO A POINT ON THE SOUTH LINE OF SAID TAX LOT 12; THENCE N87°27'28"E ON SAID SOUTH LINE OF TAX LOT 12, 240.00 FEET; THENCE N58°06'08"E, 112.19 FEET; THENCE N87°27'28"E, 191.50 FEET; THENCE S02°33'02"E, 55.00 FEET TO A POINT ON SAID SOUTH LINE OF TAX LOT 12; THENCE CONTINUING S02°33'02"E, 1794.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, BRENTWOOD CROSSING; THENCE S87°27'29"W, 835.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,522,444.51 SQ. FT. OR 34.951 ACRES MORE OR LESS.

PROJECT NO:	016-0546
DRAWN BY:	CAS
DATE:	07/28/16

## METES AND BOUNDS LEGAL DESCRIPTION

 **OLSSON**  
ASSOCIATES

2111 South 67th Street, Suite 200  
Omaha, NE 68106  
TEL 402.341.1116  
FAX 402.341.5895

EXHIBIT

A

**EXHIBIT B**

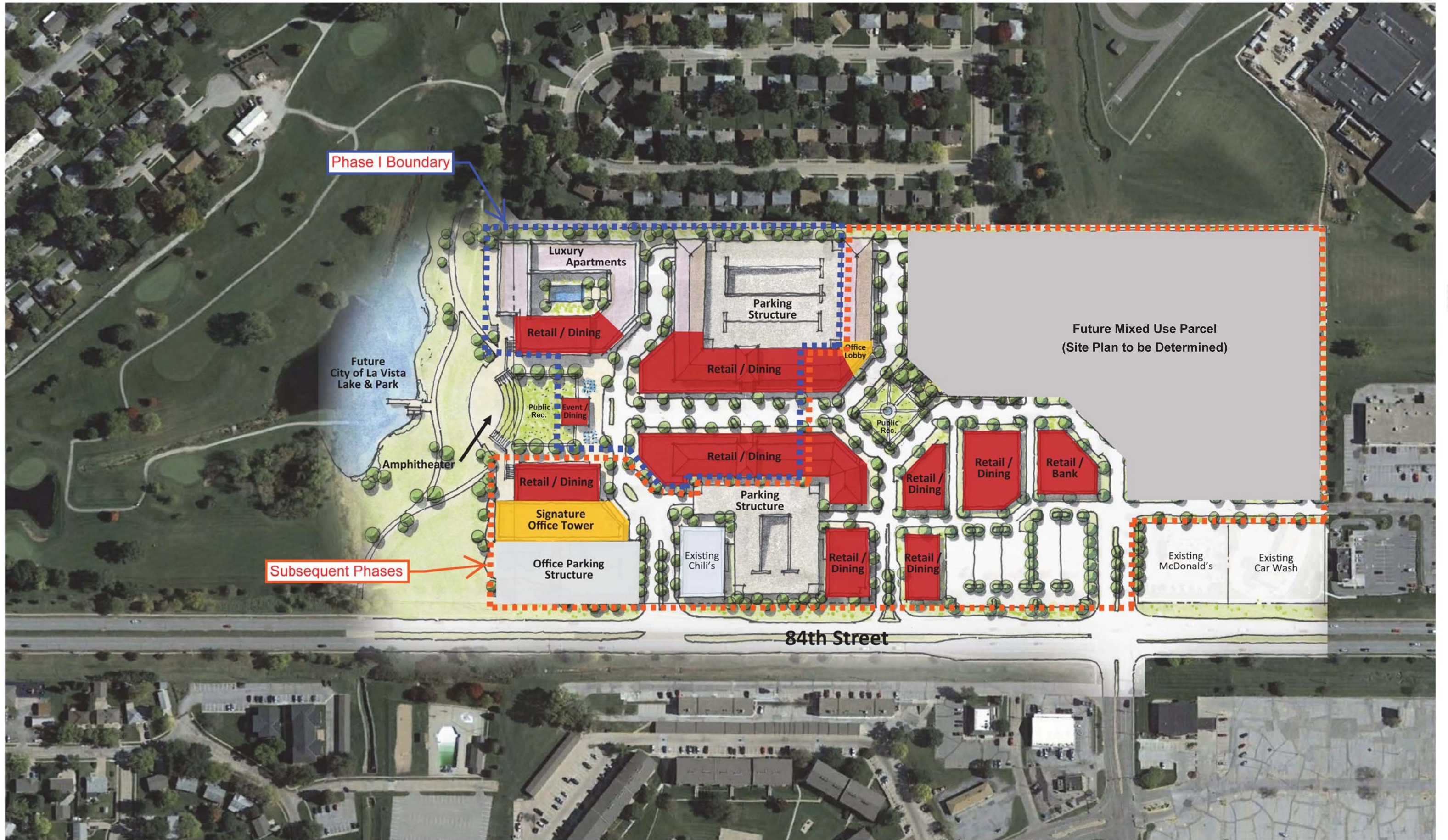
**PLAT**



**EXHIBIT C**  
**PRELIMINARY SITE PLAN**



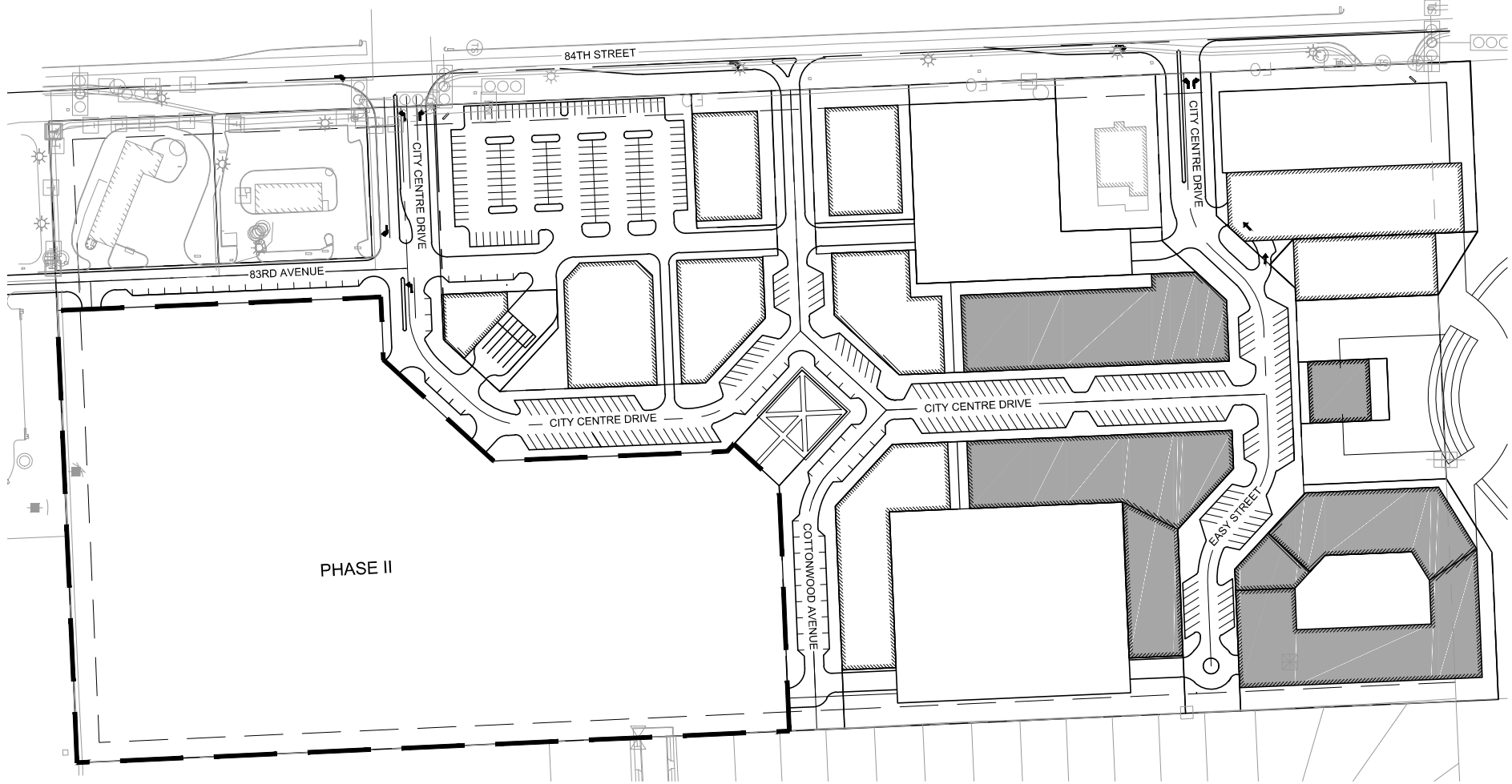






**EXHIBIT D**  
**PHASE I AREA**

DWG: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\Redevelopment Agreement\16-07-28\_LDVP\_Developer Phase 1 Commitment - Exhibit D.dwg  
DATE: Jul 28, 2016 12:21pm XREFS: C:\PBDY\_60546 C:\XBASE\_60546 C:\FPT\_60546 USER: cskeen



PROJECT NO: 016-0546  
DRAWN BY: CAS  
DATE: 07/28/16

## DEVELOPER PHASE I COMMITMENT

**OLSSON**  
ASSOCIATES

2111 South 67th Street, Suite 200  
Omaha, NE 68106  
TEL 402.341.1116  
FAX 402.341.5895

EXHIBIT  
D

**EXHIBIT E****FORM OF REDEVELOPMENT NOTE**

**THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE LA VISTA COMMUNITY DEVELOPMENT AGENCY PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE LA VISTA COMMUNITY DEVELOPMENT AGENCY TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.**

**REDEVELOPMENT PROMISSORY NOTE**

\_\_\_\_\_, 2016

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to La Vista City Centre, LLC a Nebraska limited liability company, whose address is P.O. Box 428, Boys Town, Nebraska 68010, and/or its assigns ("Holder"), the principal sum of \_\_\_\_\_ (\_\_\_\_\_), together with interest thereon at the rate of five and one-half (5.5%) percent per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Redevelopment Agreement") are collected by the City of La Vista and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to five percent (5%) above the national prime rate as published by the Wall Street Journal; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from \_\_\_\_\_, \_\_\_\_ and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the La Vista Community Development Agency and have been paid, immediately upon being available, towards

the retirement of the amounts due hereunder, then, at said date fifteen (15) years from \_\_\_\_\_, \_\_\_\_\_, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the La Vista Community Development Agency. Borrower agrees that the real property taxes which are levied in the fifteenth (15<sup>th</sup>) year with respect to Lot 1 and the Improvements (as defined the Redevelopment Agreement), shall be paid, immediately upon being available to the La Vista Community Development Agency, towards the retirement of the amounts due hereunder, but in no event shall the Holder receive more than fifteen (15) years of tax payments (30 semi-annual payments).

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

ATTEST:

LA VISTA COMMUNITY DEVELOPMENT  
AGENCY

---

CITY CLERK OF THE CITY OF LA VISTA

---

MAYOR OF THE CITY OF LA VISTA



**EXHIBIT F****CDA DEMOLITION AND SITE PREPARATION***(TIMELINES TO BE REVIEWED AND CONFIRMED BY CITY ENGINEER)*

(1) Demolition and Site Preparation. Take all actions and conduct all work as necessary or appropriate to demolish, remove, and clear the Brentwood Crossing Property, or adjacent areas of the Mixed Use Redevelopment Project Area specified in the Redevelopment Plan Amendment or as otherwise specified by the City Engineer, of all existing structures and improvements and provide rough grading of the Mixed Use Redevelopment Project Area, or such adjacent areas, in accordance with a grading plan approved by Redeveloper and City in accordance with the Subdivision Agreement, within the timeframe set forth on Exhibit "F-1", which work shall expressly include without limitation the following:

- a. Demolition. Demolition and disposal of all existing improvements except to the extent the parties mutually agree not to demolish.
- b. Utilities. Relocation of utilities, including without limitation, sewers and the OPPD Line, and specifically the existing overhead Omaha Public Power Line relocation to City owned property outside of the Redevelopment Area.
- c. Grading. Grading in accordance with a grading plan approved by Redeveloper and the City; and preserving access for any businesses that remain operating.
- d. Permission/Rights. Obtaining all necessary permission and rights to demolish buildings or improvements comprising the First National branch bank or Chili's restaurant, which Redeveloper will arrange and present for approval of the City Administrator or City Engineer.
- e. Other. Except as otherwise expressly provided in this Agreement, obtaining, providing and carrying out all documents, permission, rights, instruments and agreements, and taking such other actions as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out the work.

Redeveloper by entering this Agreement consents to CDA performing the Demolition and Site Preparation and agrees to facilitate and cooperate with CDA and take all needed actions for performance of the work by CDA, including, without limitation, providing at no cost to CDA, unless otherwise agreed, all access, easements or other rights or interests in real or personal property, instruments, and other rights with respect to the Brentwood Crossing Property and improvements in connection with carrying out the work. Not in limitation of the foregoing, Redeveloper by executing this Agreement grants and conveys to CDA all permissions, rights, title and interests with respect to any real or personal property as necessary or incidental for CDA to perform all Demolition and Site Preparation, to include without limitation (i) an easement on, over, under, across, and otherwise with respect to the Brentwood Crossing Property or any adjacent property within the Mixed Use Redevelopment Project Area and improvements thereon or therein now or hereafter owned by Redeveloper; and (ii) upon demolition, all rights, title and interests in any real or personal property as necessary or appropriate for removal, transport and disposal of all demolition waste and debris. Notwithstanding anything in this Agreement to the contrary, commencement of Demolition and Site Preparation will be subject to eliminating any recorded or

unrecorded interests or encumbrances with respect to Brentwood Crossing Property that might interfere with CDA performing Demolition and Site Preparation (“Encumbrances”). Except as otherwise provided in subsection (d) above, Redeveloper, before such work commences, will be responsible for eliminating any Encumbrances, unless otherwise agreed by City Engineer.

---

**EXHIBIT F-1****DEMOLITION AND SITE PREPARATION TIMELINES****Demolition and Site Preparation.**

- f. **Demolition.** Demolition of all existing improvements, with the exception of buildings, utilities, and improvements of or required for businesses that remain on the Brentwood Crossing Property, shall occur within eight (8) months after Redeveloper closing on the Brentwood Crossing Property and City closing on Property for City Improvements pursuant to the Subdivision Agreement; and
- g. **Grading.** Grading in accordance with a grading plan approved by Redeveloper and the City shall be completed in accordance with a mutually agreed upon schedule; and
- h. **Relocation of OPPD Power Line.** Relocation of OPPD power line will be completed in accordance with a mutually agreed upon schedule, subject to any approvals, scheduling, or other requirements of OPPD

The timeframes and Demolition and Site Preparation work shall be subject to (i) CDA or the City's review and approval of Redeveloper's commitments for bank, equity or other financing or funds for the Project pursuant to the process and terms set forth in the Subdivision Agreement, and (ii) Redeveloper closing on the Brentwood Crossing Property, eliminating Encumbrances, and taking any other action that is necessary for CDA to perform.

**EXHIBIT G**  
**DESIGN STANDARDS**

# LA VISTA CITY CENTRE REDEVELOPMENT AREA DESIGN GUIDELINE

---

City of La Vista, Nebraska



Exhibit "G"

Draft  
Design Guidelines

Currently Under Review

La Vista City Hall  
8116 Park View Boulevard  
La Vista, Nebraska  
2 August 2016



## TABLE OF CONTENTS

---

1. INTRODUCTION.....	1
2. GEOGRAPHIC AREA AND CRITERIA.....	2
3. Architecture.....	3
<b>Tripartite Architecture.....</b>	<b>4</b>
<b>360-Degree Architecture.....</b>	<b>5</b>
<b>First Floor Façade Treatment.....</b>	<b>6</b>
<b>Scaling Elements.....</b>	<b>7</b>
<b>Pedestrian-Scale Construction Materials.....</b>	<b>8</b>
<b>Articulated Facades.....</b>	<b>9</b>
<b>Parking Structure Design.....</b>	<b>10</b>
<b>Sloped Roof Characteristics.....</b>	<b>11</b>
<b>Flat Roof Characteristics.....</b>	<b>12</b>
<b>Internal Circulation.....</b>	<b>13</b>
<b>Screening of Roof-Top Equipment.....</b>	<b>14</b>
<b>Use of Bright or Intense Colors.....</b>	<b>15</b>
<b>Exterior Building Materials.....</b>	<b>16</b>
<b>Design of Medium and Large Format Retail Buildings.....</b>	<b>18</b>
4. Urban Design.....	20
<b>Drive-Through Windows.....</b>	<b>21</b>
<b>Building Step-Backs.....</b>	<b>22</b>
<b>Building Entrances.....</b>	<b>23</b>
<b>Parking Lot Location/Screening.....</b>	<b>24</b>
<b>Screening of Service Areas.....</b>	<b>25</b>
5. Sidewalks and Plazas.....	26
<b>Sidewalk Design Adjacent to Local and Private Streets.....</b>	<b>27</b>
<b>Open Space and Plaza Design.....</b>	<b>28</b>
6. Connectivity.....	29
<b>Pedestrian Ways Through Parking Lots.....</b>	<b>30</b>
<b>Connections to External Sidewalks and Open Space.....</b>	<b>31</b>
7. Parking.....	51
<b>Bicycle Parking.....</b>	<b>52</b>
<b>Off-Street Surface Parking.....</b>	<b>53</b>
<b>On-Street Parking.....</b>	<b>54</b>
8. Signs.....	55
<b>Wall Signs.....</b>	<b>56</b>
<b>Projecting Signs.....</b>	<b>58</b>
<b>Awning Signs.....</b>	<b>60</b>

	<b>Monument Signs.....</b>	<b>61</b>
9. Lighting .....		62
	<b>Pedestrian Lighting.....</b>	<b>63</b>
	<b>Parking Lot Lighting.....</b>	<b>64</b>
	<b>Building Lighting.....</b>	<b>65</b>
10. Pedestrian Amenities .....		66
	<b>Seating .....</b>	<b>71</b>
	<b>Planters and Tree Grates .....</b>	<b>73</b>
	<b>Public Art .....</b>	<b>74</b>
11. MAINTENANCE—PLANNING AND DESIGN FACTORS.....		76
12. FACTORS FOR EVALUATION.....		76
13. RESUBMITTAL REQUIREMENTS .....		76
14. APPROVAL OF CHANGES AFTER DESIGN ACCEPTANCE .....		76
15. PROCESS .....		77

# 1. INTRODUCTION

---

This design guideline provides a framework within which to design and review projects located in the La Vista City Centre Redevelopment Area, and gives direction to designers and developers in understanding the City's expectations for urban style development. This manual is intended to provide a degree of predictability, harmony and quality within the built environment.

The City of La Vista understands the value of aesthetics and amenities as vital ingredients in strengthening and enhancing community identity; establishing and maintaining economic value; and implementing the City's long-range vision to turn the 84<sup>th</sup> Street area into an urban mixed use corridor. These standards and guidelines were developed as a means of promoting consistent, quality development within the areas identified in the La Vista City Centre Redevelopment Area.

The criteria contained herein are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the city, preserve taxable values, and promote the public health, safety, and welfare.

This design guideline is to be used by property owners/developers and their design consultants in the planning of development in the La Vista City Centre Redevelopment Area. The design guideline will also be used by City staff, the Planning Commission and the City Council as part of their review of development proposals.



## **2. GEOGRAPHIC AREA AND CRITERIA**

---

It is the intent of the City for this Design Guideline to apply to all property within the La Vista City Centre Redevelopment Area.

New construction and modifications to existing buildings, including the structure and the surrounding property, are required to have compliance reviewed through the design review process.

**Exceptions:**

Conformance to this Design Guideline shall not apply if the project consists of one of the following:

- 1) Structural modification which will not be visible from outside the structure.

### **3. Architecture**

---

It is the intent of the City of La Vista, through the La Vista City Centre Redevelopment Area Design Guidelines, to allow for and encourage the creation of an attractive, active and distinct urban district along the 84th Street corridor. The disposition, function and design of buildings plays an important role in achieving that intent. The architecture of buildings assists in the creation of pedestrian-friendly places that are a key part of the corridor areas. Buildings should provide a sense of proportion, stability, and visual balance by establishing a clear expression of base, middle, and top.

## Tripartite Architecture

All buildings shall be designed and constructed in tripartite architecture so that they have a distinct base, middle, and top.

Guideline: New construction shall respect the vertical architectural composition through tripartite expression of base, which relates to the scale of the pedestrian environment, a middle, which contains a pattern of fenestration and detail, and a top, which relates to the scale of the skyline.

*A change in material between the base and the middle floors, and the use of a significant cornice provides for tripartite architecture.*



*A significant amount of glass is provided at the base of this building. The base also reflects a greater height than any single floor in the middle. Note the step back on the top floor.*



## 360-Degree Architecture

A building's special architectural features and treatments shall not be limited to a single façade. All sides of a building open to view by the public, whether viewed from public or private property, shall display a similar level of quality and architectural interest.

Guideline: Architectural features such as windows, awnings, projections, reveals, changes in pattern, and trellises shall be used on all sides for visual interest. The dimensions of base, middle, and top shall be carried around from the primary facades to the side and rear of the building.

*The same level of architectural quality and articulation has been provided on all four elevations of this building.*



## First Floor Façade Treatment

First floor facades of buildings within the redevelopment area that face public or private streets, plazas, or open space shall exhibit high levels of design, detailing, and material quality.

All buildings fronting on a street shall be designed so that the first floor street façade includes clear glass windows and doors arranged so that the uses are visible from and to the street on at least 50 percent of the façade.

Guideline: The first floor of all buildings shall provide for a pedestrian-friendly environment, with human-scale and natural building materials; extensive storefront windows for display and views into the business; and access directly from adjacent sidewalks. When transparency is in conflict with internal functions of the building, other means should be used to activate the street facing facades such as public art, architectural ornamentation or details, or color patterns.

*The first floor consists almost entirely of glass providing a view into the restaurant space and also providing space for interaction through open overhead doorways. Additionally, the main entrance is provided directly from the street.*



## Scaling Elements

Architectural scaling elements, such as banding, belt coursing, sills, lintels, mullions, and changes in texture, material module and pattern, shall be used to break down the appearance of large building forms. Horizontal and/or vertical variation should be used.

Guideline: Building facades shall include a combination of details to enhance the architectural interest. For example, use brickwork to create unique elements, or mix materials of varying depth to provide visual interest.

*This building utilizes banding, belt coursing, mullions, and changes in material and pattern to break down the appearance.*



*This photo illustrates the use of brick patterns to create interest.*



## Pedestrian-Scale Construction Materials

To promote a sense of human scale, special accent materials and design details shall be incorporated into all first floor facades and paving areas abutting pedestrian walkways.

Guideline: First floor facades and building entrances shall include changes in materials, decorative wall patterns, and/or trim banks and reveals. Paved areas at building entrances should include changes in pattern or color.

*This façade includes human-scale material on the bottom floor. Note the change in the paving pattern at the building entrances.*



*These facades use awnings in combination with streetscape elements to provide an inviting pedestrian environment.*



## Articulated Facades

Exterior walls greater than 40 feet in length shall break any flat, monolithic façade with discernible architectural elements. Building designs, rooflines, or façade treatments that are monotonous will not be allowed.

Guideline: Building facades oriented to the street or public space shall provide architectural variety and scale by incorporating elements such as bay windows, recessed entrances and windows, display windows, balconies, cornices, columns, vertical plane breaks, and other types of architectural detailing to provide visual interest.

*Articulated walls, columns, changes in roof height, and pedestrian-scale features have been used on this apartment building to break up the large mass of the building.*



*As above, this building utilizes articulated walls, columns, changes in roof height. Yet it also utilizes shade structures, balconies and awnings to help break up the mass.*





## Parking Structure Design

The first floor façade of structured parking facilities shall be designed to encourage and complement pedestrian-scale interest and activity.

Structured parking facilities shall be designed so that vehicles parked on all levels of the facility are screened from public view.

Guideline: The ground floor of parking structures located adjacent to major public streets should include a use other than parking, such as retail or office. Such a mix of uses is required in the redevelopment area. Parking can also be wrapped by development as a screening device.

*This parking structure effectively screens vehicles from public view and utilizes a number of architectural aspects to break up the façade and to provide a pedestrian scale on the ground floor.*



*This parking structure includes ground floor retail and restaurant space. Additionally, parked vehicles are screened from public view.*



## Sloped Roof Characteristics

Sloped roofs are not an allowed roof type.

Guideline: Unless used as an accent feature to a flat-roofed building, sloped roofs are not allowed.

## Flat Roof Characteristics

Buildings shall create varied parapet and cornice lines in order to create interesting skylines.

Guideline: Design elements for flat roof buildings shall include parapets with variable height and/or changes in setback. Where possible, rooftop areas are encouraged to be used for public or private outdoor space.

*These buildings incorporate changing parapet heights and plane breaks to enhance the flat roof design.*



## Internal Circulation

All stairwells, corridors, and circulation components of the building shall be completely enclosed within the building envelope.

Guideline: Stairs and other circulation components shall be located within the building envelope. However, such elements can still be visible through the use of glass for pedestrian safety.

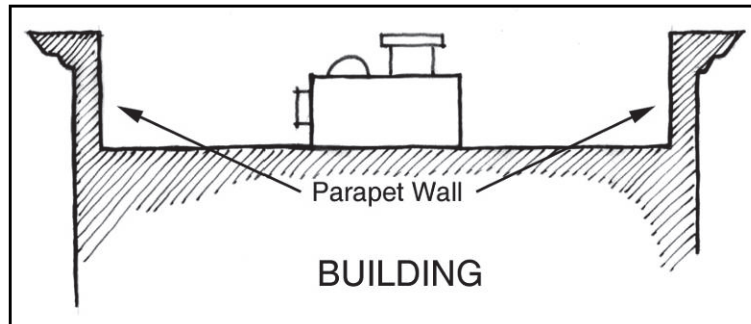
*These parking structures include stairways completely enclosed with glass. This element provides for visual interest, as well as pedestrian safety.*



## Screening of Roof-Top Equipment

All rooftop mechanical equipment shall be screened from public view through the use of parapets or enclosures that are equal to or greater than the height of the equipment to be screened. The parapet or enclosure shall be compatible with the overall architectural character and scale of the building.

Guideline: Mechanical screening techniques shall be used to provide additional visual interest at the roof level. Review of screening shall be conducted through an elevation view cross section.



## Use of Bright or Intense Colors

Intense, bright, or fluorescent colors should not be used as the predominant color on any wall or roof of any primary or accessory structure.

Guideline: These colors may be used as building accent colors, but should generally not constitute more than 10 percent of the area of each elevation of a building.

*These two buildings include bright colors that highlight architectural articulation.*



## Exterior Building Materials

Exterior building facades shall exhibit high levels of design, detailing, and material quality. A mix of high quality, compatible materials is strongly encouraged on all facades facing streets or other public spaces or areas.

Guideline: Buildings shall be constructed of durable, high-quality materials such as: brick, stone, architectural pre-cast concrete, architecturally cast concrete, cast stone, integrally colored split or ground face concrete masonry units, terra-cotta, stucco or EIFS (exterior insulated finishing system), architectural metal, integrally colored cement board siding, integrally colored composite rain screen panels, or any combination of the materials listed.

*These buildings utilize a combination of a number of high-quality materials and detail elements.*







## Design of Medium and Large Format Retail Buildings

At least one side of the building shall be located adjacent to a public street and meet the setback requirements provided in the Mixed Use – City Centre zoning district.

All façades located adjacent to a public street shall be, or appear to be, a minimum of two stories in height. The second story façade shall, at a minimum, include spandrel glass windows with architecturally appropriate sills, trim and mullions.

Ground floor facades adjacent to public streets shall have display windows, entry areas, awnings, and other similar pedestrian-oriented design elements along no less than 70 percent of the façade length.

Guideline: Medium to large format, or “big box” retail buildings, (7,000+ sqft) shall respect the pedestrian environment. The buildings shall contain architectural details consistent with pedestrian-friendly building design.

*This large format retail building integrates well with the surrounding two story buildings.*



*This single-story large format retail building appears to be multi-story, is located adjacent to the street, and has facades that contain display windows and pedestrian-scale construction material.*



*The look of this large format retail building is broken up by the smaller format retail buildings in front of it.*





## **4. Urban Design**

---

Urban design encompasses the various ways that buildings and development interact with the public realm. The intent of urban design as it relates to the Mixed Use – City Centre district is to create a pedestrian-friendly environment that connects a mix of land use types to one another, as well as to other parts of the community, including Civic Center Park.

## Drive-Through Windows

Drive-through windows shall not face public streets. Drive-through lanes shall not be allowed in the area between a building and a public street.

Guideline: Drive-through windows and drive lanes shall have a minimal impact on the pedestrian environment. Windows shall be located on the side or rear of a building, or hidden from the street by an extension of the building or low screen wall. Drive-through lanes shall be located on no more than two sides of a building.

## Building Step-Backs

Building step-backs are permitted above the second floor of any building or structure.

Guideline: Building step-backs should be used to create visual interest in the building, and to provide sunlight to the pedestrian environment where appropriate.

*This building includes step-backs at various levels.*



*This building incorporates numerous step-backs.*



## Building Entrances

All buildings and ground floor users shall provide a primary entrance that either faces an adjacent public or private street or is placed at an angle of up to 45 degrees from an adjacent street, measured from the street property line.

Guideline: Building entries shall be designed to encourage pedestrian activity along street frontages rather than within parking lots.

*Building entrances for office and retail uses should have direct interaction with the street frontages, rather than parking areas, to encourage pedestrian traffic.*



*This building has a corner entrance, drawing pedestrian traffic from both streets.*



## Parking Lot Location/Screening

All surface off-street parking lots shall be primarily located behind buildings that face on a public street and be accessed by an alley or short driveway located between buildings. Where surface parking is located adjacent to a public or private street, landscaping or a low screen wall providing screening to a height of 36 inches shall be provided.

Guideline: Pedestrian interaction with parked vehicles shall be minimized to the greatest extent possible with parking lots located behind buildings. The use of high quality masonry walls and/or shrub landscaping provides the most appropriate screening when the parking lot does abut the sidewalk.

*These are examples of a mixture of vegetative screening for surface parking lots. Note that the mixture provides both screening at various heights.*



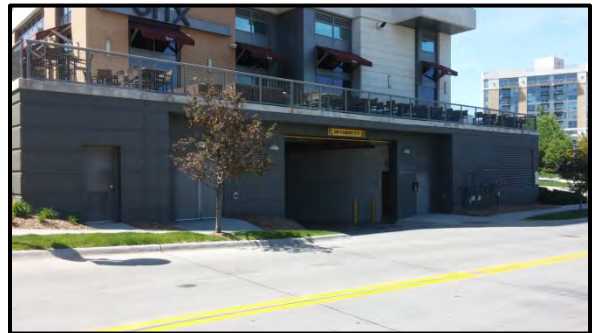
## Screening of Service Areas

Loading docks and all other service areas shall be fully screened from view by walls.

Guideline: Loading and service areas should not be visible from any areas primarily used by the public. Loading areas should be concentrated in common courts to minimize visual impacts.

Guideline: Roof structures should be used to screen docks and trash enclosures. The roof structures should match the materials and colors prevalent on the primary building to which it is attached.

*This service area has been located completely within the building it serves.*





## **5. Sidewalks and Plazas**

---

Sidewalks and plazas are key features in pedestrian-friendly, urban environments. Sidewalks, separated from auto traffic lanes by street trees and tree lawns, should connect the surrounding uses. Plazas and public open spaces should be used to create nodes of pedestrian activity.

## Sidewalk Design Adjacent to Local and Private Streets

Sidewalks adjacent to local and private streets shall be five feet in width and separated from the curb by a six-foot wide tree lawn.

Guideline: Sidewalks adjacent to local and private streets should be designed to be as pedestrian-friendly as possible, through the use of landscape materials between the sidewalk and back-of-curb.



## Open Space and Plaza Design

Open space within the La Vista City Centre Redevelopment Area is required to be provided as public plazas, pocket parks, roof top gardens, or courtyards.

All open space shall be accessible to users of the building(s) and be improved with seating, plantings, and amenities. Open space areas should be visible from adjacent streets or pedestrian areas to the greatest extent possible.

Guideline: Open space should be used as an urban design element wherever possible. Open space and plaza areas shall contain a mix of pedestrian amenities, such as water features, benches, and shade structures.

*This plaza utilizes abundant seating, along with a mixture of levels of shade, while preserving the view.*



*The next two plazas utilize unique seating, lighting, and shade structures.*



## **6. Connectivity**

---

Development within the La Vista City Centre Redevelopment Area shall be integrated with the surrounding community, be easily accessible and have a coherent and well-designed internal circulation system for a variety of travel options. Connectivity shall take in to account pedestrians and cyclists, and minimize the impact of the automobile wherever possible.

## Pedestrian Ways Through Parking Lots

Wherever possible, sidewalks through surface parking areas should be located within landscape islands. In any case, each point at which the system of sidewalks must cross a parking lot or internal street or driveway to make a required connection shall be clearly marked through the use of a change in paving materials, height, or distinctive color.

Guideline: Pedestrian walkways should be separated from vehicle drive lanes wherever possible. Landscaping should be used to buffer pedestrians from motor vehicles. Where pedestrians must cross drive lanes, it should be clear that they have priority.

*This photo illustrates how pedestrian walkways can be separated from parking areas and drive lanes through the use of landscaping.*



*This photo illustrates how a change in paving material can clearly mark the pedestrian route through a parking area.*



## Connections to External Sidewalks and Open Space

External walk connections are required to provide direct access from all buildings on the site to existing or planned sidewalks, adjacent multi-use trails, parks, and greenways.

Guideline: Provide connections to adjacent sidewalks and open space corridors wherever possible. The connections should be direct, have an appropriate width, and be well lit at night.

*This walkway provides a direct connection between the parking located behind the buildings and the sidewalk along the storefronts.*



*This photo illustrates a pedestrian route between buildings that utilizes pavers, plantings, and seating to soften the feel of the route between the buildings.*



## **7. Parking**

---

Parking, and the visual impact of large surface lots, should be minimized within the La Vista City Centre Redevelopment Area. Shared parking shall be permitted and is encouraged.

## Bicycle Parking

Bicycle parking is required for development within the La Vista City Centre Redevelopment Area to encourage the use of this mode of transportation.

Guideline: Bicycle parking shall be located in safe and convenient locations adjacent to buildings or in a central location for multi- building developments. Short term bicycle parking should be located no more than 50 feet from the principal building entrance.

*This bicycle rack is located adjacent to the building entrance.*



*This rack is also close to the main entrance.*



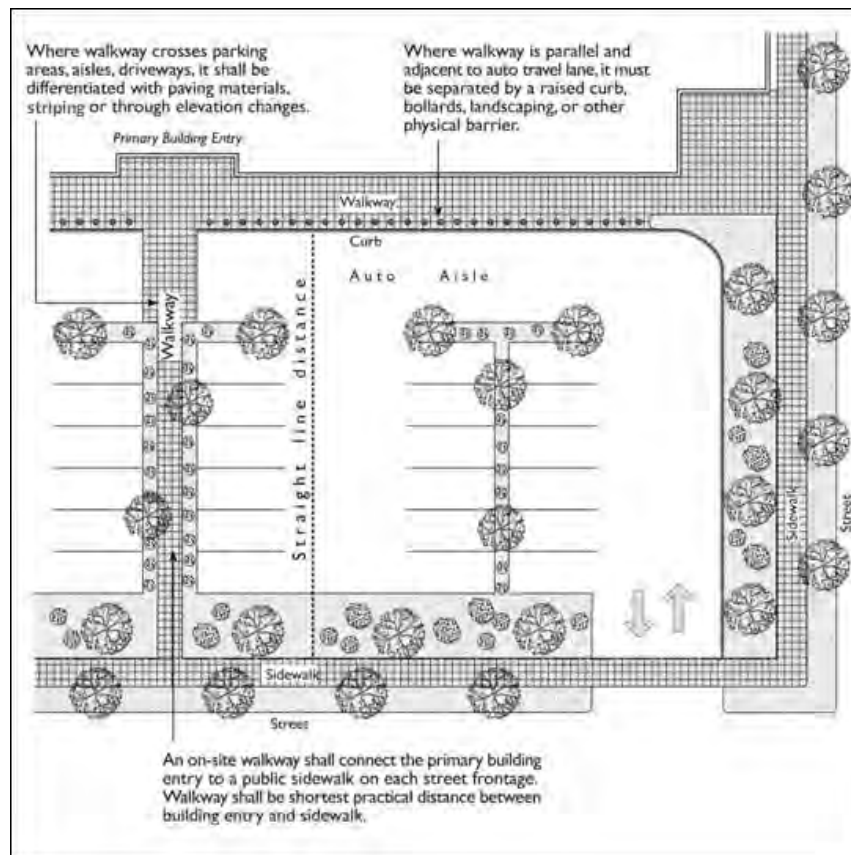


## Off-Street Surface Parking

All surface off-street parking should be primarily located behind buildings that face on a public street and be accessed by an alley or short driveway located between buildings. Pedestrian paths shall be clearly delimited through striping or changes in color or material type.

At least 10 percent of the area of surface parking lots shall include trees and shrubs.

Guideline: Off-street parking areas shall be screened from the view of public streets to the greatest extent possible. Surface parking areas shall use landscaping and pedestrian walkways to divide the lot into smaller modules.



This illustration indicates an appropriate parking lot configuration.

## On-Street Parking

On-street parking shall be provided where permitted by the City of La Vista.

Guideline: On-street parking shall be provided wherever possible. On-street parking provides a buffer between pedestrians and through traffic lanes and indicates activity, while also providing convenient parking directly in front of businesses.

*On-street parking provides convenient short-term opportunities directly in front of businesses.*



*On-street parking should always be provided in residential areas for convenient guest parking.*



## **8. Signs**

---

Signs along commercial frontages shall be clear, informative to the public and durable. Signs shall be scaled to the pedestrian-oriented nature of the La Vista City Centre Redevelopment Area.

## Wall Signs

Wall signs are permitted within the area between the second floor line and the first floor ceiling, within a horizontal band not to exceed 42 inches in height. The horizontal band shall be between 12 and 18 feet above the adjacent sidewalk. The total length of wall signage shall not exceed 70 percent of the frontage associated with the use.

Guideline: Wall signs shall be designed to complement the architecture to which they are attached. Signs shall reflect the scale of the building, while also creatively identifying the business.

*These are examples of appropriately scaled and designed wall signs.*





## Projecting Signs

Each use in a building shall be allowed one projecting sign for each street frontage. The sign shall not exceed 12 square feet per face, not project more than four feet, and have a minimum clearance of 10 feet above the adjacent sidewalk. Projecting signs may include three-dimensional logos.

Guideline: Projecting signs create better visibility for pedestrians on the sidewalk than other sign types. This type of sign should be encouraged throughout the La Vista City Centre Redevelopment Area.

*The variety of design in the projecting signs provides visual interest.*



*These projecting signs incorporate interesting brackets.*





## Awning Signs

Each use shall be allowed one sign per awning associated with the use. Signage is allowed only on the vertical front portion of the awning, except that graphical logos shall be allowed on the slanted portion. Letters shall not exceed 8 inches in height, and logos shall not exceed 10 percent of the sloped awning panel area.

Guideline: Awning signs should be encouraged for all retail spaces. Awning signs should be unique to each business or use.

*These images of awnings identify the business, as well as the services and products provided.*





## Monument Signs

Monument signs shall be compatible with the architecture of the building to which it is associated.

Guideline: The use of monument signs should be limited to major arterial streets. However, when they are utilized they should be low profile and be compatible with the architecture of the buildings to which they are associated.

## **9. Lighting**

---

Vehicular and pedestrian lighting shall be provided throughout all vehicular and pedestrian circulation areas to promote safety and walkability.

## Pedestrian Lighting

Sidewalks, internal pedestrian paths, and bicycle paths shall be lit with full cutoff lighting fixtures no more than 16 feet tall and providing consistent illumination.

Guideline: Pedestrian lighting shall be human-scaled and also reflect the overall character or design of the project to which it is associated.

## Parking Lot Lighting

On-site street and parking areas shall be lit with full cutoff type lighting fixtures with a maximum height of 25 feet.

Guideline: Parking lot lighting should be integrated into landscape islands wherever possible, and should be compatible with the overall design of the associated project.

## Building Lighting

Building lighting should be full cutoff fixtures and should reflect the architectural characteristics of the overall building.

Guideline: Building lighting should complement the overall building architecture in design and nighttime illumination. Building lighting should also be used to light pedestrian ways adjacent to the building.

*This building uses up-lighting to accentuate the architectural characteristics of the building as well as to light pedestrian entrance points to the building.*



*This building also uses up-lighting to accentuate the architectural characteristics of the building at night.*



*This building utilizes up-lighting, under-eave lighting, and clear-story lighting to provide a nighttime setting for the building.*



## **10. Pedestrian Amenities**

---

**Public sidewalks and areas within the La Vista City Centre Redevelopment Area shall be enhanced with decorative pavement treatments, ornamental street lighting, streetscape furnishings, and public art as part of the design and experience of the area.**

## Seating

Convenient and attractive seating shall be provided wherever appropriate to enhance the pedestrian environment.

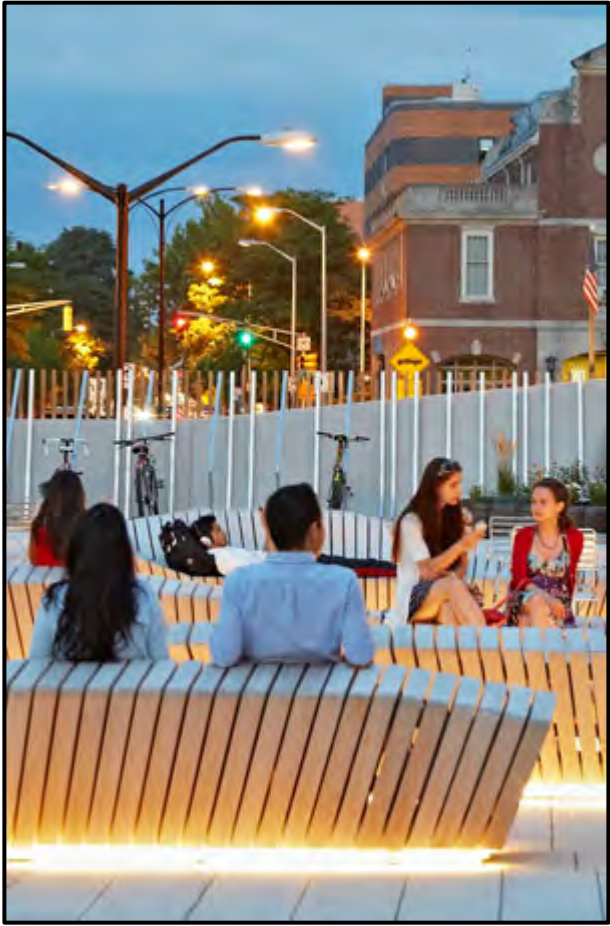
Guideline: Seating areas shall be included as part of the overall development to provide places for pedestrians to rest and “people-watch.”

*Example of convenient and attractive seating options.*



*Examples of clusters of seating in a comfortable atmosphere.*







## Planters and Tree Grates

Planters, decorative tree grates, and other landscape-associated amenities shall be provided to enhance the pedestrian environment.

Guideline: Use decorative and landscape-related items to enhance the pedestrian environment, as well as the environments along streets, and adjacent to building and parking areas.

*Decorative planters can improve the sidewalk appearance.*



*An example of a decorative tree grate.*



*Another example of a decorative tree grate.*



## Public Art

Public art should be provided to strengthen the community and cultural identity within the City Centre area, while also enhancing the streetscape.

Guideline: Public art should be integrated into the design of transit and parking facilities, streetscape improvements, and outdoor environments associated with new development projects.

*This large example of public art is notable and can provide a commonly known point of gathering.*



*This example of public art also acts as a bike rack.*



*Here a pedestrian bridge is enhanced with public art.*



## 11. MAINTENANCE—PLANNING AND DESIGN FACTORS

---

- A.** Continued good appearance depends upon the extent and quality of maintenance. The choice of materials and their use, together with the types of finishes and other protective measures, must be conducive to easy maintenance and upkeep.
- B.** Materials and finishes shall be selected for their durability and wear as well as for their beauty. Proper measures and devices shall be incorporated into the design for protection against the elements, neglect, damage, and abuse.
- C.** If prefinished metal is allowed, TNEMEC coated metal, or approved equal is required.

## 12. FACTORS FOR EVALUATION

---

The following factors and characteristics, which affect the appearance of the development, will govern the evaluation of a design submission:

- A.** Conformance to ordinances and this Design Guideline
- B.** Logic of design
- C.** Exterior space utilization
- D.** Architectural character
- E.** Appealing as to form, character, and design
- F.** Material selection
- G.** Harmony and compatibility
- H.** Circulation-vehicular and pedestrian
- I.** Maintenance aspects
- J.** Pedestrian scale

## 13. RESUBMITTAL REQUIREMENTS

---

After the initial submittal, digital submissions are acceptable, with the exception of material and color samples. A final hard copy submittal in 11" x 17" format shall be required after final approval.

## 14. APPROVAL OF CHANGES AFTER DESIGN ACCEPTANCE

---

It is the owner's responsibility to point out and submit any exterior modifications that are proposed between design acceptance and completion of construction to assure timely issuance of a Certificate of Occupancy.

15. PROCESS

---

PRE-APPLICATION  
CONFERENCE:

A pre-application conference with city staff and the city’s design review architect is required and gives the applicant an opportunity to discuss plans before a great deal of time or money is expended. If a certain design is inappropriate, the applicant will know after the pre-application conference.

APPLICATION FOR  
DESIGN REVIEW:

The applicant needs to fill out the "Application for Design Review" and submit it along with the required submittals. A listing of required submittals is included as part of the application form. The application fee required for this submittal shall be in accordance with La Vista’s Master Fee Schedule.

DESIGN REVIEW:

The City of La Vista staff in association with the city design review architect will review the submittal documents for compliance with the La Vista City Centre Redevelopment Area Design Guidelines and the pre-application conference.

SCHEDULE OF REVIEWS:

A completed application will take approximately three weeks to review. Incomplete applications may cause a delay. Additional reviews will be necessary for all revised submittals until a Certificate of Approval is issued.

CERTIFICATE OF APPROVAL:

Upon a successful review the City of La Vista will issue to the applicant a Certificate of Approval. A copy of this document will need to be included with the Building Permit documents in order to receive a Building Permit.

**APPEALS:**

In the event where the applicant and the City cannot come to an agreement within 180 days of initial application submission, the applicant may request a meeting with the City Administrator regarding an appeal to the City Council.

**OCCUPANCY PERMIT:**

After the building permit is issued, all design requirements must be completed as approved in order for a Certificate of Occupancy to be issued for the building.

**MAINTENANCE OF DESIGN REQUIREMENTS:**

The applicant needs to maintain the design requirements for the life of the project. In the event that they fail to do so, the City may revoke the Certificate of Occupancy.

**Exhibit "A"**

**Master Streetscape Plan**

**(Under Review)**

**EXHIBIT H**  
**EQUAL OPPORTUNITY CLAUSE**



## **EQUAL OPPORTUNITY CLAUSE**

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.