

**MANAGEMENT CONTRACT FOR DOWNTOWN
BUSINESS IMPROVEMENT DISTRICTS
(2007 Revision)**

THIS CONTRACT is entered into by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City," and the Downtown Lincoln BID Association, a nonprofit corporation, hereinafter referred to as "the Association," on this ____ day of _____, 2007.

RECITALS

A.

The City of Lincoln has established various districts under the authority of the Business Improvement District Act (Neb. Rev. Stat. § 19-4015 et seq.). The established districts include the Downtown Maintenance District and the Downtown Core Overlay and Downtown Management Districts.

B.

The work authorized to be performed within said districts in the Downtown Area includes maintenance work involving the improvements and facilities authorized by the Business Improvement Act; the development of public activities and the promotion of public events, including the management and promotion and advocacy of retail trade activities and other promotional activities in the district; the enhancement of the enforcement of parking regulations and the provision of security within the districts; the improvement of parking availability; the provision of physical improvements for decoration and security purposes; any other projects or undertakings for the benefit of the facilities in the district area; and the employment of or contracting for personnel,

including administrators, to provide for any service as may be necessary or proper to carry out the purposes of the Business Improvement District Act.

C.

The many and varied aspects of the work requires vigorous professional management for its successful completion. The Association is willing and able to provide the requisite management and other services as called for in the various districts described above.

D.

The parties to this Contract recognize that a portion of the cost of the work to be performed under this Contract by the Association shall be assessable against the benefited property owners in accordance with the provisions of Ordinance Nos. 18684 (Downtown), 18683, (Core Overlay), and 17271 (Maintenance) as passed by the City Council of the City of Lincoln, copies of which are attached hereto, marked as Exhibits A, B and C, respectively.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby mutually agree as follows:

I.

**PROVISIONS RELATING SPECIFICALLY TO THE DOWNTOWN CORE
OVERLAY AND DOWNTOWN MANAGEMENT DISTRICTS**

Section 101. The Association agrees to be responsible for the development and implementation of the activities and work specified in Section 3 of Ordinance No. 18684 and Section 3 of Ordinance No. 18683. The Association, after consulting with the City's Urban Development Director, shall annually propose a Program of Work and Budget to the Mayor who shall submit it to the City Council no later than August 1 of each year during which this Contract is in effect. Such budget shall set forth, in specific categories, the past year's expenditures, the

amounts proposed to be expended for each of the categories of authorized work within the districts and shall separately specify the amounts to be expended in the Core Overlay and Management Districts. Such budget shall also identify any privately contributed funds available to the Association and the proposed uses of such funds. Once the budget is approved by the City Council, the Association may transfer appropriations between the general categories (i.e. Administration to Programs) upon executive order of the Mayor of the City of Lincoln. Any increase in the total amount of the publicly funded portion of the total approved budget for the districts must receive the approval of the City Council. No money shall be expended by the Association in the performance of this contract in excess of the amounts authorized in the approved budget.

II.

PROVISIONS APPLICABLE TO MAINTENANCE RESPONSIBILITIES

Section 201. The Association agrees to provide day-to-day maintenance as required and as authorized in Ordinance No. 17271 establishing the Downtown Maintenance District, including the following specific maintenance items:

Assessable Items

- (a) Litter pickup from sidewalks, planting areas, and beautification areas within the public right-of-way.
- (b) Under the supervision of the Director of Parks and Recreation or his/her designated representative, care and maintenance of all plantings, including ornamental trees and shrubs, but not including major street trees, and all planting areas, which maintenance shall include watering, fertilizing, weeding, pruning, spraying, and removal of dead shrubs; provided, that additional protective maintenance to plantings may from time to time be performed by the City at its own cost and with its own forces.
- (c) As necessary or upon request of the City remove snow to create paths for pedestrian traffic at street intersections and handicapped ramps.

- (d) As necessary or upon request of the City conduct periodic cleaning and sweeping of sidewalks to remove litter, dirt, liquid spills, food residue and stains and bird droppings. Cleaning shall be by wash downs where water is available.

Non-Assessable Items

- (e) General maintenance, including cleaning and painting of all trash receptacles, kiosks, bike racks, and metal parts of benches; and maintenance of display material in kiosks; provided, however, the Association shall not be required to provide maintenance of the above items which, on the date of this contract, are not in a state of good repair. The City and Association will inventory and list those items which will not initially be accepted for maintenance under the contract until such items are brought up to an acceptable state of repair by the City.
- (f) Daily collection of trash from all public trash receptacles located within the business improvement district and immediately adjacent areas, provided that the City pays costs and expenses related thereto, provides plastic bags for such receptacles, and at least four vehicles.
- (g) To the extent necessary and reasonably available from Public Works, City vehicles may be provided to DLA for the performance of the work contemplated hereunder.

While City general funds may be used to supplement the cost of performance of the assessable items, no special assessment funds may be used to perform the non-assessable items.

Section 202. Standards of Maintenance. It is the intention of the parties to this Contract to provide for a high level of maintenance for the planting areas and improvements which are the subject of this Contract, up to the limit of budgeted funds. Therefore, the following standards shall be followed in the performance of this Contract:

- (a) All work shall be performed in a professional, workmanlike manner using quality equipment, methods, and materials.
- (b) All planting areas shall receive no less than the following:

- (1) Twice weekly inspection of areas, on Mondays and Fridays, as a minimum requirement.
- (2) All areas shall be maintained with a clean controlled appearance; i.e. pick up and dispose of all papers and bottles, cigarettes, or other litter on the grounds or in the areas daily or as needed.
- (3) Weed control as shall be maintained to insure that no obvious weeds are left visible.
- (4) All grasslike weeds, morning glories, or bindweeds, ragweed, or other underground spreading weeds shall be kept under strictest control. No plant of this type shall remain or be visible for more than one (1) week. No weed shall be allowed to remain that extends more than four inches (4") above the grounds.
- (5) Weed density shall never exceed more than five (5) weeds per square foot, averaged over the worst half of the given area.
- (6) An application of balanced, slow-release fertilizer and pre-emergence chemical approved by the City of Lincoln's Parks and Recreation Department shall be applied according to label directions each spring. Pre-emergent shall be applied between April 1 and April 15. Fertilizer shall be applied between April 1 and June 1.
- (7) All areas must be maintained free of persistent erosion. Anti-erosion measures will be taken where potential problems exist. Any erosion that does happen will be cleaned up and cuts will be filled back.
- (8) Other plants or plantings grown by intent in these areas shall be protected and provided with adequate growing care, conditions, and space.
- (9) All dead, diseased, and unsightly branches shall be removed from the shrubs and trees as they develop in accordance with Section 201(b) hereof.
- (10) All areas shall be inspected and watered as needed to maintain the plantings in a healthy condition, provided water is available in or near the bed.

- (11) Pruning and shearing of shrubs shall be done as needed to maintain an attractive uniform appearance and comply with the Lincoln Municipal Code.
 - (12) The Director of Parks and Recreation shall be notified immediately of any disease, pests, or unusual conditions that might develop in the plantings. The Association, as directed by the Parks and Recreation Department shall assist with treatment of insects or disease.
 - (13) Any maintenance procedures that may affect the major street trees shall be approved by the City Arborist. Necessary work on trees requiring special equipment will be done by the City and will be coordinated with the Association to avoid conflicts in scheduled activities.
 - (14) The pruning of all ornamental and major street trees shall be done in accordance with National Arborist Association standards and to other established arboricultural pruning standards stipulated by the City Arborist.
 - (15) Pruning to raise or remove low lateral branches for proper street/sidewalk clearance shall be done conservatively to retain the aesthetic and natural form of all street trees. When "lifting" (raising) the crown of trees, removal of lower limbs shall be done over several years and not in one pruning operation. A ratio of 1/3 clear trunks and 2/3 live tree crown shall be maintained. No more than 1/3 of the total live crown shall ever be removed in a single pruning operation.
- (c) Improvements, other than plantings, shall be cleaned, and maintained as needed to keep such improvements functional and, as near as practicable, in their original condition.

Section 203. Budget. The Association shall annually propose a maintenance budget to the Mayor who shall submit it to the City Council no later than August 1st of each year during which this contract is in effect. Such budget shall set forth, in general categories, the past year's expenditures and the amounts proposed to be expended for each of the categories of authorized work within a district. Once the budget is approved by the City Council, the Association may transfer appropriations between the general categories upon executive order of the Mayor. Any increase in

the total amount of the approved budget must receive the approval of the City Council. No money shall be expended by the Association in the performance of this contract in excess of the amounts authorized in the approved budget.

III.

GENERAL PROVISIONS

Section 301. Administrator of Agreement. The Director of the City's Urban Development Department shall be the City's representative for the purposes of administering this Contract. The maintenance work contemplated under Article II shall be coordinated with the appropriate City department.

The President of the Association shall be in charge of performance of this Contract on behalf of the Association, and all questions and communications from property owners within the subject business improvement districts shall be directed to the President.

Section 302. Purchases, Expenses, and Payment. (a) In the procurement of materials and services required by or to be used in the performance the services or work contemplated hereunder, if the same are to be assessed against the property owners within the districts, the Association shall conform with applicable purchasing laws and regulations of the City.

For the purchase of supplies, materials, and equipment which are reasonably expected to cost One Thousand Five Hundred Dollars (\$1,500.00) or more, the Association will obtain and record three informal bids whenever possible. For items which are reasonably expected to cost Ten Thousand Dollars or more, a formal sealed bid process shall be undertaken by the Association's Board of Directors which would involve advertising for sealed bids, opening bids in public and awarding the bid to the lowest responsible bidder. The Association may use the services and resources of the City's Purchasing Agent to conduct a formal request sealed bid process.

For the procurement of professional services or unique or non-competitive articles as referenced in Article VII Section 2 of the City Charter of the City of Lincoln involving an expenditure in excess of Two Thousand Five Hundred Dollars (\$2,500.00) but less than Ten Thousand Dollars (\$10,000.00), the Association will conduct and record an informal request for proposals or qualifications. For such services or purchases involving an expenditure in excess of \$10,000, a formal request for proposals or qualifications shall be undertaken by the Association's Board of Directors which will involve approving a scope of work, advertising for proposals, a determination of qualifications and the award of a contract. The Association may use the services and resources of the City's Purchasing Agent to conduct a formal request for proposals or qualifications process.

The Association shall notify the Urban Development Director when a contract for future services, has been entered into and that such contract is on file and available for inspection at the Association's offices.

(b) The City shall pay monthly in advance one-twelfth (1/12) of ninety-five percent (95%) of the budgeted amount for MANAGEMENT AND ENHANCEMENT activity. The Association will keep an itemized account of all costs and expenses incurred in accordance with the adopted Program of Work and Budget and submit invoices for reimbursement of costs and expenses incurred beyond the amount of advances received. Such invoices for reimbursement will reflect the total costs and expenses incurred to date and subtract the amount of all advance payments received to date through the period of the request. The City shall be responsible for the payment of such invoices within thirty (30) days after acceptance. The Association shall provide quarterly reports of such costs and expenses to the Urban Development Department and in addition shall provide an annual Audited Financial Statement which reflects the costs and expenses incurred for the

assessment year. The Urban Development Department shall review and approve all costs and expenses to determine that they comply with: (1) public purchasing procedures; and that (2) they are within the scope and budget of the adopted Program of Work. Records of costs and billings for each district shall be kept separately from each other, where practical; otherwise, such costs shall be prorated equitably among the districts. On or before the sixteenth day of September, total costs and expenses incurred on a cash basis for the preceding assessment year will be tabulated by the Association and forwarded to the City's Urban Development Director who, by September 30, will compute the final adjustments and these total costs shall then be assessed in accordance with the provisions of the ordinances establishing the business improvement districts and the procedures set forth in the Business Improvement District Act.

(c) The City shall pay monthly in advance one-twelfth (1/12) of ninety-five percent (95%) of the budgeted amount for MAINTENANCE activity. The Association will keep an itemized account of all costs and expenses incurred in accordance with the adopted Program of Work and Budget and shall submit invoices for reimbursement of costs and expenses incurred beyond the amount of advances received. Such invoices for reimbursement will reflect to total costs and expenses incurred to date and subtract the amount of all advance payments received to date through the period of the request. The City shall be responsible for the payment of such invoices within thirty (30) days after acceptance. The Association shall provide quarterly reports of such costs and expenses to the Urban Development Director and in addition shall provide an annual Audited Financial Statement which reflects the costs and expenses incurred for the assessment year. The Urban Development Director shall review and approve all costs and expenses to determine that they comply with: (1) public purchasing procedures; and that (2) they are within the scope and budget of the adopted Program of Work. On or before the sixteenth day of September, total costs

and expenses incurred on a cash basis for the preceding assessment year will be tabulated by the Association and forwarded to the City's Urban Development Director who, by September 30, will compute the final adjustments and these total costs shall then be assessed in accordance with the provisions of the ordinances establishing the business improvement districts and the procedures set forth in the Business Improvement District Act.

(d) The "assessment year" for the districts shall begin on September 1 and end on August 31 of each year.

Section 303. Audit and Inspection. At any time during normal business hours, and as often as the City may deem necessary, the Association shall make available to the City for examination at reasonable locations all of the Association's books, records, and documents relating to matters covered by this Contract, and the Association shall permit the City to audit, examine, and make excerpts or transcripts of such books, records, and documents, and to audit all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. The Association shall maintain such books, records, and documents in an accessible location and condition for a period of not less than four (4) years, unless City agrees in writing to an earlier disposition.

Section 304. Activity Report and Evaluation. If requested by the Mayor or City Council, the Association shall submit a detailed report and evaluation of the work performed, its effectiveness in fulfilling the goals and purposes of the districts, and the cost-effectiveness of the work and activities being performed within the districts.

Section 305. Delegation. The Association shall not delegate its duties under this Contract without the prior written consent of the City; provided, that the Association may hire

independent contractors, agents, and employees to carry out the Association's duties under this Contract.

Section 306. Independent Contractor. It is agreed that the City is interested only in the results obtained under this Contract. The Association shall perform as an independent contractor with sole control of the manner, means, and method of performing the services required under this Contract. The Association shall be considered, for all purposes arising out of this Contract, an independent contractor, and it shall not be deemed an employee, nor shall any of its employees or agents be deemed employees, of the City. To the extent that any wages paid pursuant to the provisions of this Contract are subject to state or federal income taxation, or social security taxation, the same shall be the exclusive responsibility of the Association as employer. The City shall not be responsible for directly providing staff salaries or fringe benefits.

Section 307. Equal Employment Opportunity. In connection with the performance of work under this Contract, the Association agrees that it shall not discriminate against employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, the Association shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status. The Association shall submit an Affirmative Action Program information sheet to the City's Equal Opportunity Officer upon a form prescribed by the City.

Section 308. Insurance. In addition to any other insurance which Association may be required to carry, the Association agrees to maintain in effect the following insurance, at Association's sole expense, with insurance companies acceptable to City. Association shall furnish

City with certificates evidencing such insurance and shall state that the insurance cannot be canceled and restrictive modifications cannot be made without giving thirty days prior written notice to City, ten days for non-payment. The certificate for general liability insurance shall name the City as additional insured on a primary and non-contributory basis. The certificate shall also contain a waiver of subrogation against City.

Coverage	Limits
Workmen's Compensation Statutory State Employer's Liability	Statutory \$100,000 Per Accident \$500,000 Disease-Policy Limit \$100,000 Disease-Each Employee
Commercial General Liability	
Bodily Injury	\$2,000,000 General Aggregate
Property Damage	\$2,000,000 Product-Comp Ops Aggregate
Including Premises/Operations, Explosion	\$1,000,000 Personal & Advertising Injury
Collapse and Underground (XCU), Products/	\$1,000,000 Each Occurrence
Completed Operations, Contractual Liability,	
Broad Form Property Damages, Independent Contractors	
Personal Injury Liability	
Business Automobile Liability*	
Bodily Injury	\$5,000,000 Combined Single Limit
Property Damage	
Including Hired and Non-Owned	

The Association and the City expressly waive all rights and claims including claims of subrogation they may have against the other, and the other party's subsidiaries, affiliates, employees, officials, officers, volunteers, agents or subcontractors (collectively "Affected Parties"), for loss or damage covered by insurance policy (except Workers Compensation) or self insurance required in this section. Any self insurance by the City shall be deemed to include such waiver of subrogation against the Affected Parties.

Section 309. Indemnification. The Association shall protect, indemnify, hold and save harmless and defend the City, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officials, officers, volunteers, agents, or subcontractors of the Association or City on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the negligent performance by the Association. The City shall protect, indemnify, hold and save harmless and defend the Association, its subsidiaries, affiliates, officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officials, officers, volunteers, agents or subcontractors of the Association or City on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the negligent performance by the City.

Section 310. Term and Termination. This Contract shall be for a term commencing on September 1, 2007, and ending on August 31, 2010; unless terminated earlier as described herein.

The following shall be events of termination of this Contract:

- (a) Failure in the observance or performance of any condition, covenant, or obligation set forth in this Contract for a period of sixty (60) days after written notice to the party failing to observe or perform from the other party specifying the nature thereof;
- (b) The making of any order or the entry of any decree by a court of competent jurisdiction enjoining or prohibiting Association and City, or either of them, from performing or satisfying their respective covenants, obligations, or conditions contained herein, and such order or decree is not vacated within sixty (60) days after the making or granting thereof;

- (c) Association or City becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of creditors;
- (d) The Downtown Management District, the Core Business Improvement District Overlay, or the Downtown Maintenance District are lawfully disestablished pursuant to the Business Improvement District Act (*Neb. Rev. Stat. § 19-4015 et seq.*); or
- (e) Failure of the City and the Association to agree upon annual budgets as required by Article I of this Contract by August 1 of each year.

If any of the events of termination set forth above shall occur and the party fails to cure the same within the express time period (if any) herein provided, then either party shall have the right to terminate this Contract by giving written notice to the other party of such termination and specifying the effective date thereof at least seven (7) days before the effective date of such termination. In addition to the right of termination, either party may exercise any right or remedies at law or in equity.

Section 311. Increases in Maintenance Responsibilities. In the event that the City redevelops or reconstructs existing streetscapes or parks within the bounds of the business improvement districts which are the subject of this contract, or develop new streetscapes or add new areas within said districts, and such reconstruction, redevelopment, or additions result in material increases in the maintenance responsibilities of the Association, then the Association shall so notify the City in writing and the parties shall either agree to such increased maintenance responsibility or this Contract may be terminated in accordance with the procedures set forth in Section 309 above.

Section 312. Exclusions. Notwithstanding any contrary provision herein, the following items shall not be the responsibility of the Association; provided that, the Association, at its election, may perform the following items:

- (a) Maintenance and replacement of major street trees; and replacement of ornamental trees and shrubs;

- (b) Maintenance (except painting and cleaning), repair, and replacement of water fountains, water sprinkling equipment, and other water systems;
- (c) Except as provided in § 201(c), maintenance, repair, routine snow and ice clearance, cleaning and replacement of public streets, sidewalks, and alley ways;
- (d) Maintenance, landscaping, and replacement of the Lincoln Mall and 15th Street Mall;
- (e) Installation, maintenance, repair, and replacement of public parking garages, skywalks, public utilities, and street and traffic lights;
- (f) Maintenance, repair, and replacement of electrical systems; and
- (g) Repair or replacement of kiosks, trash receptacles, benches, poles, signs, pavers, or bike racks.

The exclusion of the above items from the responsibility of the Association under this contract is not intended in any way to contractually obligate the City to the Association to perform such excluded work. The City may perform such work at its option, in accordance with its own means and methods, and at all times subject to the availability of funds to perform such work.

IN WITNESS WHEREOF, the City and the Association have executed this Contract on the day and year first written above.

ATTEST: THE CITY OF LINCOLN, NEBRASKA
A Municipal Corporation

City Clerk

By: _____
Coleen J. Seng, Mayor

DOWNTOWN LINCOLN BID ASSOCIATION
A Nonprofit Corporation

Witness

By: _____
Polly M. McMullen, President

06-24

Introduce: 2-27-06

ORDINANCE NO. 18684

1 AN ORDINANCE creating a business improvement district under the authority of the
2 Business Improvement District Act (Neb. Rev. Stat. § 19-4015 et seq.) to be known as the
3 Downtown Business Improvement District bounded roughly by H, 6th, R, and 17th Streets for
4 the purpose of providing specified work and improvements in the downtown area of the City of
5 Lincoln, Nebraska; providing for special assessments to be imposed within the district based
6 upon the benefits conferred; providing maximum limits upon such assessments; and providing a
7 sunset of August 31, 2016.

8 BE IT ORDAINED by the City Council of the City of Lincoln, Nebraska:

9 Section 1. Public Hearing; Protests to Creation. That a resolution entitled Resolution of
10 Intention to Establish a Management Business Improvement District to be known as the
11 "Downtown Business Improvement District bounded roughly by H, 6th, R, and 17th Streets" was
12 adopted by the Lincoln City Council on February 6, 2006, as Resolution No. A-83731; that
13 notice that the City Council intended to consider at public hearing an ordinance to establish the
14 district was made by publication and by mailing a copy of Resolution No. A-83731 to each
15 owner of taxable property as shown on the latest tax roles of the County Treasurer within the
16 proposed district; that a public hearing was held by the City Council on March 6, 2006, during
17 the regular City Council meeting commencing at 1:30 p.m. in the City Council Chambers on the
18 first floor of the County-City Building, 555 South 10th, Lincoln, Nebraska; that at such public
19 hearing, the City Council heard all protests and received evidence for and against the creation of
20 the proposed Business Improvement District; that the City Council has ruled upon all written
21 protests to the creation of such district which were received prior to the close of the hearing, and

1 hereby finds that protest was not made by the record owners representing over 50% of the
2 assessable units in the proposed district.

3 Section 2. District Boundaries. The following described property represented on the
4 attached map (Attachment "A") shall be included within the business improvement district
5 boundary:

6 In the Original Plat of the City of Lincoln: The South 1/2 of Blocks 25, 26, 27
7 (including all of Bigelow's Subdivision and Quiggle's Subdivision), and 28; all of
8 Blocks 30 (including all of Haymarket Parking Garage Addition), 31 (including
9 all of Buck's Subdivision), 32 (including all of the Candy Factory Subdivision),
10 33 (including all of the Hambleton-Webb Subdivision and all of the County
11 Clerk's Subdivision of Block 33), 34 (including all of J.G. Miller's Subdivision),
12 35 (including all of the County Clerk's Subdivision of Block 35, all of the
13 Schaberg and Menlove's Subdivision and all of the Putnam and Brocks
14 Subdivision), 36 (including all of Que Place Addition), 37 (including all of
15 Webster & Bonnell's Subdivision), 38, 39 (including all of the University Square
16 Addition), 40 (including all of Lansing's Subdivision), 41 (including all of the
17 County Clerk's Subdivision of Block 41), 42 (including all of Imhoff & Hyatt's
18 Subdivision), Old Federal 2nd Addition, 44, 45, 53 (including all of the County
19 Clerk's Subdivision of Block 53, and Lots 1-7 of the Lincoln Land Co.
20 Subdivision of Block 53), 54 (including all of the County Clerk's Subdivision of
21 the North 1/2 of Block 54 and all of the County Clerk's Subdivision of the South
22 1/2 of Block 54) 55 (including all of the Referees Subdivision of Block 55, all of
23 the County Clerk's Subdivision of Block 55 and all of Cropsey's Subdivision of
24 Block 55), 57, 58 (including all of McDonald's Subdivision of Block 58), 59, 60,
25 61 (including Koch's Subdivision), 62, 63, 64, 65, 66, 67 (including all of Baird's
26 Subdivision, all of Masonic Temple Ass'n Replat of Block 67, and all of
27 Ballantine Subdivision), 68 (including all of Cropsey's Subdivision of Block 68
28 and all of Brocks Subdivision of Block 68), 69 (including all of the City Real
29 Estate Co. Subdivision of Block 69), 70, 85 (including Lots 1-7 of the Lincoln

1 Land Co. Subdivision of Block 85), 86, 87 (including all of the County Clerk's
2 Subdivision of Block 87 and all of Brock's Subdivision of Block 87), 88
3 (including all of N.C. Brock's Subdivision of Block 88 and all of Sheldon's
4 Subdivision), 90, 91, 92, 93, 94, 95, 96, 97 (including all of Kemard's
5 Subdivision), 98, 99 (including all of Barretts Subdivision and all of Billingsley's
6 Subdivision), 100 (including all of the County Clerk's Subdivision of Block 100,
7 all of Beynon Addition, and all of Jones Subdivision), 101 (including all of the
8 County Clerk's Subdivision of Block 101 and all of Sheffield's Subdivision), 102
9 (including Lots 1-7 of the Lincoln Land Co. Subdivision of Block 102), 119, 120,
10 121 (including all of the County Clerk's Subdivision of Block 121), 122
11 (including all of the County Clerk's Subdivision of Block 122); and the North 1/2
12 of Blocks, 123, 125, 126, 127, and 128 of the Original Plat of the City of Lincoln
13 including all those portions of vacated streets and alleys abutting thereon;

14 [56] All of Centrum Addition including all those portions of vacated
15 streets and alleys abutting thereon;

16 [89] All of the Cornhusker Square and Cornhusker Square First Addition
17 including all those portions of vacated streets and alleys abutting thereon;

18 [316, 317, 318] All of lots 37, 38, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51,
19 53, 54, 55, 56, 57, 58, 60, 61, and 62 of S.W. Little's Subdivision including all
20 those portions of vacated streets and alleys abutting thereon.

21 [322] All of lots 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of Little and Alexander's
22 Subdivision of Lot 63 S.W. Little's Subdivision, including all of the east-west
23 alley abutting thereon and including all those portions of vacated streets and
24 alleys abutting thereon

25 [323] All of Richard's Addition to Lot 64 S.W. Little's Subdivision.

26 [324] All of the Co. Clerk's Subdivision of Lot 65 S.W. Little's
27 Subdivision including all those portions of vacated streets and alleys abutting
28 thereon.

1 [324] All of the 1st Nat'l Bank Subdivision of Lot 65 S.W. Little's
2 Subdivision including all those portions of vacated streets and alleys abutting
3 thereon.

4 All of Lots 1, 2, 3, 4, and 5 and Outlot A of Lincoln Station Subdivision
5 including all those portions of vacated streets and alleys abutting thereon.

6 Where properties are located on the outer edge of such district, the
7 boundary of the district shall extend to the centerline of any street or alley
8 abutting thereon.

9 Section 3. Creation of District: Improvements. The Downtown Business Improvement
10 District is hereby created. The work to be performed and specific improvements proposed to be
11 made or maintained for such business improvement district shall consist of:

12 a. **Economic Development.**

13 Economic development activities will aim to improve the business climate
14 of downtown with the goal of attracting and retaining businesses, jobs and investment. While
15 annual work programs and budgets will be developed in collaboration with stakeholders and
16 approved by the Downtown Lincoln Association board of directors, programs will be selected
17 from a variety of options that may include the following:

18 (1) Facilitate efforts with property owners, brokers and businesses to
19 fill under-utilized downtown properties.

20 (2) Conduct business retention efforts to encourage existing
21 businesses to grow, including initiatives and support services to encourage local independent
22 retail.

23 (3) Help attract new investment and catalytic projects that are
24 consistent with the vision and goals of the 2005 Downtown Master Plan.

25 (4) Design and produce investor marketing packages to assist real
26 estate brokers, developers and property owners in business recruitment efforts.

1 (5) Maintain a district database with local market and real estate
2 information.

3 (6) Trouble-shoot and liaison services to assist property and business
4 owners to invest and operate in the district.

5 (7) Enhance research and development of the downtown website.

6 (8) Advertising, including branding and cooperative campaigns and
7 increased placement and frequency in local media.

8 (9) Promote housing and residential development in downtown.

9 (10) Work with the Lincoln Partnership for Economic Development
10 (LPED) and the Lincoln Chamber of Commerce to collaboratively position Lincoln for new
11 business and downtown as a prime business location.

12 **b. Parking and Transportation.**

13 Parking and transportation initiatives aim to make it easier for customers,
14 employees and visitors to park in and get around the downtown. Approaches include a
15 combination of improved parking management, promotion, innovative finance and partnerships.

16 Virtually all parking and transportation recommendations from the 1999
17 Management BID Business Plan have been implemented, including:

18 (1) Allocation of revenue from a meter increase to the City's parking
19 enterprise fund that has allowed the City to reinvest parking revenues in Downtown parking
20 improvements.

21 (2) Construction of the Haymarket parking garage.

22 (3) Creation of a database of parking options.

23 (4) Management of a parking validation program for customers.

24 (5) Marketing and education of parking and transportation options.

25 For the next five years, new parking and transportation initiatives may include:

1 (1) Implement parking management system recommendations from
2 the 2005 Carl Walker parking study.

3 (2) Investigate options for improving mobility for all modes of
4 transportation, including bicycles and shuttles, within the downtown and consistent with the
5 Downtown Master Plan.

6 (3) Continue efforts to market and educate downtown stakeholders on
7 parking and transportation options.

8 **c. Communications and Advocacy.**

9 The Management BIDs support ongoing efforts by the Downtown Lincoln
10 Association to champion downtown interests and involve property owners, businesses and
11 residents in crafting pro-active solutions to issues that affect downtown. Ongoing
12 communications and advocacy initiatives may include:

13 (1) Continue to publish a downtown newsletter.

14 (2) Conduct periodic BID ratepayer surveys to measure overall
15 satisfaction with programs.

16 (3) Manage media relations activities to project a positive image in
17 local, regional and national media.

18 (4) Increase distribution and enhance the quality of publications,
19 including the downtown map and directory and activity guides.

20 (5) Maintain and improve the Downtown Lincoln website.

21 (6) Public relations efforts to promote a positive image and overall
22 experience.

23 (7) Conduct periodic forums and "town hall" meetings to keep
24 ratepayers informed and involved in downtown development and management issues.

1 d. **Management, Support and Reserve:**

2 Through the Downtown Lincoln Association, the Management BIDs support a
3 professional staff that delivers programs and advocates on behalf of downtown. The BIDs allow
4 downtown property owners to project a unified voice and elevate their influence in policies and
5 issues that affect the central business district. Funds are allocated to office and support services
6 such as bookkeeping, office rent, insurance, office equipment and professional development and
7 training for the staff and Downtown Lincoln Association board. An operating reserve is also
8 budgeted as a contingency for any payment delinquencies and/or unforeseen budget adjustments.

9 Section 4. Term, Annual Budget and Limitations. The proposed district shall
10 become effective on September 1, 2006 for a period of ten (10) years to terminate on August 31,
11 2016. The estimated total annual costs and expenses for the work to be performed within such
12 district are \$355,651 (first year estimate); provided that, the maximum amount of the first year's
13 annual assessment for the district shall not exceed \$285,651. In the subsequent nine years the
14 maximum amount of the annual assessment for the district will not exceed the first year
15 maximum assessment amount (\$285,651), plus an increase equal to the amount of the Lincoln
16 Consumer Price Index or 5%, whichever is less. The specific improvements for the first year are
17 listed for purposes of estimating the costs and expenses of performing the proposed work and
18 improvements. The assessments levied shall not exceed \$285,651 for the first year. Although
19 the district proposal is for a ten-year period, the City Council after public hearing shall approve
20 an annual budget for specific work and improvements in each succeeding year consistent with
21 the ordinance creating the district. The City Council retains the authority to change, modify and
22 remove proposed improvements; however, the proposed improvements cannot exceed the scope
23 of improvements and the annual assessment cannot exceed the maximum amounts of the annual
24 assessment provided by the ordinance creating the district.

1 Section 5. Method of Assessment. The costs and expenses for the work proposed to be
2 performed within such business improvement district will be raised through special assessments
3 based upon the special benefits to the property as fairly and equitably assessed by the City
4 Council. The assessments will be levied annually as a percentage of assessed valuation of
5 taxable property within the districts. Based on the recommendation of the Business Area
6 Improvement Board, residential properties, both owner-occupied and rental, are expected to
7 receive full benefit from communications and advocacy services. This adjustment results in
8 residential properties being assessed at 35% of the Downtown BID assessment rate for the
9 purpose of Downtown BID assessments. Thirty-five percent (35%) is the proportion of
10 communication and advocacy services in the Downtown BID budget. For income assisted
11 residential properties that provide low-to-moderate income owner-occupied and/or rental
12 housing, the residential assessment rate will be 50% of the full residential rate, or 17.5% of the
13 Downtown BID assessment rate for the purpose of Downtown BID assessments. The income-
14 assisted adjustment will apply only to units that are restricted to occupancy by "low-to-moderate
15 income households." For mixed use buildings that combine residential and other uses, the
16 property owner may submit evidence supporting a percentage split of the assessed value between
17 residential and other uses for the City Council to consider when sitting as a board of
18 equalization.

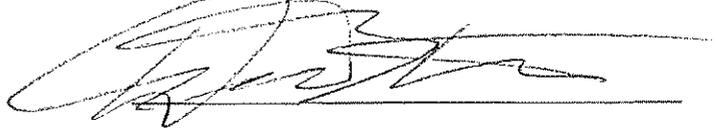
19 Section 6. Contributions. Based on the recommendation of the Business Area
20 Improvement Board, all owners of property exempt from ad valorem taxes within the district
21 shall be invited annually to contribute annually to the City of Lincoln to support B.I.D. activities,
22 promotions and improvements. Any contributions shall be allocated to reduce assessment rates
23 in the district.

1 Section 7. Boundary Lines. Commonly owned properties that are intersected by a
2 boundary line establishing the district shall be considered as entirely within the district unless
3 otherwise determined by the City Council when sitting as a Board of Equalization.

4 Section 8. Enforcement. The special assessments provided herein shall be a lien on the
5 property assessed superior and prior to all other liens except general taxes and other special
6 assessments which shall be of equal priority. Liens for special assessments may be foreclosed
7 and are subject to interest at the statutory rate when payment of the assessment is delinquent as
8 provided by law. No special assessment made hereunder shall be void for any irregularity,
9 defect, error, or informality in procedure, in levy or equalization thereof.

10 Section 9. Effective Date. That this ordinance shall take effect and be enforce from and
11 after its passage and publication according to law.

Introduced by:

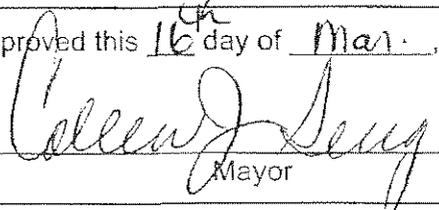


AYES: Camp, Cook, Eschliman,
Marvin, McRoy, Newman,
Svoboda; NAYS: None.

Approved as to Form & Legality:


Assistant City Attorney

PASSED
MAR 13 2006
BY CITY COUNCIL

Approved this 16th day of Mar, 2006:

Mayor



Downtown B.I.D. Map Lincoln, NE

-  Core Overlay
-  Management Boundary
-  Right-of-Way

Map prepared by City of Lincoln, Urban Development Dept 11/05

06-23

Introduce: 2-27-06

ORDINANCE NO. 18683

1 AN ORDINANCE creating a business improvement district under the authority of the
 2 Business Improvement District Act (Neb. Rev. Stat. § 19-4015 et seq.) to be known as the Core
 3 Business Improvement District Overlay bounded roughly by Centennial Mall, M, 9th, and Q
 4 Streets for the purpose of providing specified work and improvements in the downtown area of
 5 the City of Lincoln, Nebraska; providing for special assessments to be imposed within the
 6 district based upon the benefits conferred; providing maximum limits upon such assessments;
 7 and providing a sunset of August 31, 2016.

8 BE IT ORDAINED by the City Council of the City of Lincoln, Nebraska:

9 Section 1. Public Hearing: Protests to Creation. That a resolution entitled Resolution of
 10 Intention to Establish a Management Business Improvement District to be known as the "Core
 11 Business Improvement District Overlay bounded roughly by Centennial Mall, M, 9th, and Q
 12 Streets" was adopted by the Lincoln City Council on February 6, 2006, as Resolution No.
 13 A-83730; that notice that the City Council intended to consider at public hearing an ordinance to
 14 establish the district was made by publication and by mailing a copy of said Resolution No.
 15 A-83730 to each owner of taxable property as shown on the latest tax roles of the County
 16 Treasurer within the proposed district; that a public hearing was held by the City Council on
 17 March 6, 2006 during the regular City Council meeting commencing at 1:30 p.m. in the City
 18 Council Chambers on the first floor of the County-City Building, 555 South 10th, Lincoln,
 19 Nebraska; that at such public hearing the City Council heard all protests and received evidence
 20 for and against the creation of the proposed Business Improvement District; that the City Council

1 has ruled upon all written protests to the creation of such district which were received prior to
2 the close of the hearing, and hereby finds that protest was not made by the record owners
3 representing over 50% of the assessable units in the proposed district.

4 Section 2. District Boundaries. The following described property represented on the
5 attached map (Attachment "A") shall be included within the business improvement district
6 boundary:

7 In the original plat of the City of Lincoln: The South 1/2 of Blocks 25, 26,
8 27 (including all of Bigelow's Subdivision and Quiggle's Subdivision), and 28;
9 all of Blocks 34 (including all of J.G. Miller's Subdivision of the North 1/2 of
10 Block 34), 35 (including all of the County Clerk's Subdivision of Block 35, all of
11 the Schaberg and Menlove's Subdivision and all of the Walsh, Putnam and
12 Brocks Subdivision), 36 (including all of Que Place Subdivision), 37 (including
13 all of Webster & Bonnell's Subdivision), 38, 39 (including all of the University
14 Square Addition), 40 (including all of Lansing's Subdivision), 41 (including all of
15 the County Clerk's Subdivision of Block 41), 57, 58 (including all of McDonald's
16 Subdivision of Block 58), 64, 65, 66; the North 1/2 of Blocks 67 (including all of
17 Ballantine Subdivision), and Old Federal 2nd Addition; the East 1/2 of Block 44;
18 Lots 20 and 21 of Block 42; all of Block 55 except Lots 7-12 (including all of the
19 County Clerk's Subdivision of Block 55, all of Cropsey's Subdivision of Block
20 53, and all of Referee's Subdivision of Block 55; and Block 59 of the Original
21 Plat of the City of Lincoln including all those portions of vacated streets and
22 alleys abutting thereon;

23 [42] All of Imhoff & Hyatt's Subdivision of Block 42 of the Original Plat
24 of the City of Lincoln including all those portions of vacated streets and alleys
25 abutting thereon;

26 [42] Lots 4, 5, 6, 7, 8, of Block 42 of the Original Plat of the City of
27 Lincoln including all those portions of vacated streets and alleys abutting thereon;

1 [316] All of Lots 37, 38, 60, 61, and 62 of S.W. Little's Subdivision
2 including all those portions of vacated streets and alleys abutting thereon;

3 [322] All of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of Little and
4 Alexander's Subdivision of Lot 63 S.W. Little's Subdivision, including all those
5 portions of vacated streets and alleys abutting thereon; and

6 [89] All of Cornhusker Square and Cornhusker Square 1st Addition
7 including all those portions of vacated streets and alleys abutting thereon;

8 [56] All of Centrum Addition, Block 1;

9 Where properties are located on the outer edge of such district, the
10 boundary of the district shall extend to the centerline of any street or alley
11 abutting thereon.

12 Section 3. Creation of District; Improvements. The Core Business Improvement
13 District Overlay is hereby created. The work to be performed and specific improvements to be
14 made or maintained for such business improvement district shall consist of:

15 a. Planning and feasibility studies for civic projects and improvements,
16 including projects identified in the 2005 Downtown Master Plan that are located within the Core
17 Overlay area;

18 b. Capital costs of holiday decorations;

19 c. Banners, lighting and other signage to create a core district identity;

20 d. Enhanced maintenance and landscaping services;

21 e. Cosmetic capital improvements, including streetscape design plans,
22 landscaping, lighting and sidewalk improvements;

23 f. Public art;

24 g. Tourism and visitor information services and promotions that benefit
25 downtown hotels and the hospitality segment;

- 1 h. Retail promotions to support shopping activity;
- 2 i. Event management support and seed funds for new special events;
- 3 j. Street furniture, including kiosks and benches;
- 4 k. Other Core Overlay area promotions and improvements;
- 5 l. Staff support to support core Overlay promotions and improvements.

6 Section 4. Term, Annual Budget and Limitations. The district shall become effective on
7 September 1, 2006 for a period of ten (10) years to terminate on August 31, 2016. The estimated
8 total annual costs and expenses for the work to be performed within such district are \$159,349
9 (first year estimate); provided that the maximum amount of the first year's annual assessment for
10 the district shall not exceed \$159, 349 In the subsequent nine (9) years the maximum amount of
11 the annual assessment for the district will not exceed the first year maximum assessment amount
12 (\$159, 349), plus an increase equal to the amount of the Lincoln Consumer Price Index or 5%,
13 whichever is less. The specific improvements for the first year are listed for purposes of
14 estimating the costs and expenses of performing the proposed work and improvements. The
15 assessments levied shall not exceed \$159,349 for the first year. Although the district proposal is
16 for a ten-year period, the City Council after public hearing shall approve an annual budget for
17 specific work and improvements in each succeeding year consistent with the ordinance creating
18 the district. The City Council retains the authority to change, modify and remove proposed
19 improvements; however, the proposed improvements cannot exceed the scope of improvements
20 and the annual assessment cannot exceed the maximum amounts of the annual assessment
21 provided by the ordinance creating the district.

1 Section 5. Method of Assessment. The costs and expenses for the work proposed to
2 be performed within such business improvement district will be raised through special
3 assessments based upon the special benefits to the property as fairly and equitably assessed by
4 the City Council. The assessments will be levied annually as a percentage of assessed valuation
5 of taxable property within the districts. Based on the recommendation of the Business Area
6 Improvement Board, residential properties, both owner-occupied and rental, are expected to
7 receive full benefit from communications and advocacy services. This adjustment results in
8 residential properties being assessed at 35% of the Downtown BID assessment rate for the
9 purpose of Downtown BID assessments. Thirty-five percent (35%) is the proportion of
10 communication and advocacy services in the Downtown BID budget. For income-assisted
11 residential properties that provide low-to-moderate income owner-occupied and/or rental
12 housing, the residential assessment rate will be 50% of the full residential rate, or 17.5% of the
13 Downtown BID assessment rate for the purpose of Downtown BID assessments. The income-
14 assisted adjustment will apply only to units that are restricted to occupancy by "low-to-moderate
15 income households." For mixed use buildings that combine residential and other uses, the
16 property owner may submit evidence supporting a percentage split of the assessed value between
17 residential and other uses for the City Council to consider when sitting as a board of
18 equalization.

19 Section 6. Contributions. Based on the recommendation of the Business Area
20 Improvement Board, all owners of property exempt from ad valorem taxes within the district
21 shall be invited annually to contribute annually to the City of Lincoln to support B.I.D. activities,

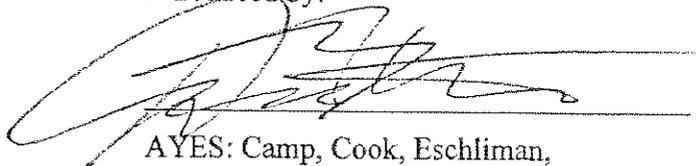
1 promotions and improvements. Any contributions shall be allocated to reduce assessment rates
2 in the district.

3 Section 7. Boundary Lines. Commonly owned properties that are intersected by a
4 boundary line establishing the district shall be considered as entirely within the district unless
5 otherwise determined by the City Council when sitting as a Board of Equalization.

6 Section 8. Enforcement. The special assessments provided herein shall be a lien on the
7 property assessed superior and prior to all other liens except general taxes and other special
8 assessments which shall be of equal priority. Liens for special assessments may be foreclosed
9 and are subject to interest at the statutory rate when payment of the assessment is delinquent as
10 provided by law. No special assessment made hereunder shall be void for any irregularity,
11 defect, error, or informality in procedure, in levy or equalization thereof.

12 Section 9. Effective Date. That this ordinance shall take effect and be enforce from and
13 after its passage and publication according to law.

Introduced by:

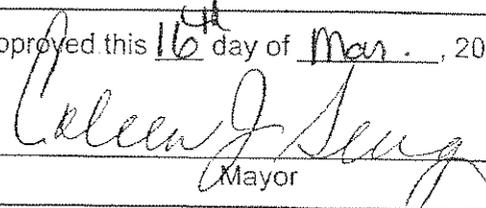


AYES: Camp, Cook, Eschliman,
Marvin, McRoy, Newman,
Svoboda; NAYS: None.

Approved as to Form & Legality:


Assistant City Attorney

PASSED
MAR 13 2006
BY CITY COUNCIL

Approved this 16th day of Mar, 2006:

Mayor



Downtown B.I.D. Map Lincoln, NE

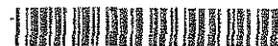


-  Core Overlay
-  Management Boundary
-  Right-of-Way

Map prepared by City of Lincoln, Urban Development Dept 11/05

97-166

Introduce: 11-17-97

ORDINANCE NO. 17271

17271

1 AN ORDINANCE creating a business improvement district under the
 2 authority of the Business Improvement District Act (Neb. Rev. Stat. § 19-4015
 3 et seq.) to be known as the Downtown Maintenance District for the purpose of
 4 providing maintenance of certain public facilities and improvements in the
 5 downtown area of the City of Lincoln, Nebraska; providing for special
 6 assessments to be imposed within the district based upon the benefits
 7 conferred and providing maximum limits upon the first of such assessments.

8 BE IT ORDAINED by the City Council of the City of Lincoln, Nebraska:

9 Section 1. Public Hearing; Protests to Creation. That a resolution
 10 entitled "Resolution of Intention to Establish a Business Improvement District
 11 for the Provision of Maintenance of Certain Public Facilities and Improvements
 12 in the Downtown Area" was adopted by the Lincoln City Council on October 27,
 13 1997 as Resolution No. A-78463; that notice of such Intention was properly
 14 made by publication and by mailing a copy of said resolution to each owner of
 15 taxable property as shown on the latest tax roles of the County Treasurer
 16 within the proposed district; that a public hearing on such Intention was held
 17 by the City Council on November 24, 1997 during the regular City Council
 18 meeting commencing at 6:30 p.m. in the City Council Chambers on the first
 19 floor of the County-City Building, 555 South 10th, Lincoln, Nebraska; that at
 20 such public hearing, the City Council heard all protests and received evidence
 21 for and against the proposed Business Improvement District; that the City
 22 Council has ruled upon all written protests to the creation of such district
 23 which were received prior to the close of the hearing, and find that protest

AMENDED 11/24/97

1 was not made by the record owners of over fifty percent (50%) of the
2 assessable units in the proposed district.

3 Section 2. Creation and Purpose of the District; Public Facilities and
4 Improvements Included. That the Downtown Maintenance District is hereby
5 established. The work to be performed within the district shall include
6 maintenance (including watering of landscaping) and replacement of minor
7 street trees, shrubbery, and other plantings, maintenance (not including
8 repair) of public sidewalks, and snow removal from sidewalks located at
9 intersections and handicapped ramps in high traffic areas.

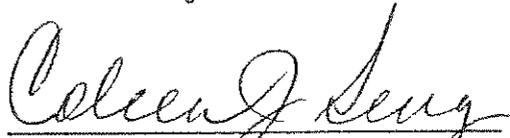
10 Section 3. Boundaries of the District; Property Included Within the
11 District. The boundaries of the Downtown Maintenance District shall generally
12 extend from 7th Street on the west to 17th Street on the east and from R
13 Street on the north to M Street on the south and shall in addition thereto
14 include the properties abutting on the west side of 7th Street from N Street
15 to R Street; the properties abutting on the east side of 17th Street from Q
16 Street to M Street; the properties abutting on the north side of R Street from
17 7th Street to 10th Street and the properties abutting the south side of M
18 Street from 8th Street to 17th Street. In addition the district shall include
19 properties abutting both sides of 13th Street from M Street to Lincoln Mall
20 and all of Cornhusker Square. Said boundaries and the property included
21 therein are all more specifically shown on the map which is attached hereto,
22 marked as Attachment A, and made a part hereof by reference.

23 Section 4. Method of Assessment. The cost and expenses for the work to
24 be performed within the Downtown Maintenance District shall be levied as
25 special assessments, fairly and equitably based upon the special benefits to

1 the property within the district. Such special assessments shall be levied
2 annually on a front-foot basis and, for the first year of the existence of
3 said district, is proposed to not exceed \$2.50; provided, however, after
4 the first year, such costs may increase at a rate not to exceed 5% annually
5 Failure to pay any assessment or installment when due shall subject the for each
6 owner of the assessed property to the payment of such rate of interest for year
7 delinquent assessments and to such collection and foreclosure procedures as there-
8 are authorized by state law. after.

8 Section 5. Effective Date. That this ordinance shall take effect and
9 be enforce from and after its passage and publication according to law.

Introduced by:



AYES: Donaldson, Johnson, Fortenberry, Seng,
Shoecraft, Wilson, Young.
NAYS: None.

Approved as to Form & Legality:



Assistant City Attorney

Staff Review Completed:



Administrative Assistant

SENG Moved to amend Bill #97-166 as
shown above.

Seconded by Johnson & carried by
the following vote. AYES: Donaldson,
Fortenberry, Johnson, Seng, Wilson;
NAYS: None; ABSENT: Shoecraft, Young.

APPROVED

DEC 21 1997

3

MAYOR

PASSED

DEC 01 1997

BY CITY COUNCIL

ATTACHMENT A

