14R-174

MOTION TO AMEND NO. 1

I hereby move to amend Bill No. 14R-174 by substituting the attached pages numbered 6 and 10 for pages 6 and 10 currently part of the Redevelopment Agreement attached as Attachment "A".

Introduced by:

_____

Approved as to Form and Legality:

_____
City Attorney

Requested by: Redeveloper and Law Department

Reason for Request: To revise Section 201.C and 301.C of the Redevelopment Agreement to correctly reflect terms and conditions which were agreed upon but mistakenly omitted for the final version of the Agreement.

Specifically, Section 201.C has been amended to revise Energy Efficiency Enhancements to read as follows: (2) Energy Efficiency Enhancements include qualified windows with a U-value of .43 or less and a Solar Heat Gain Coefficiency of .27 instead of "Energy Star qualified windows with a National Fenestration Rotary Council (NRC) U-value of .30 or less".

The first sentence in Section 301.C has been revised to read as follows: The City shall accept in lieu of the requirement in Section 301.A. and Section 301.B above a cash deposit or letter of credit in the amount of $10,000.00 and a fully executed Disbursement Agreement.

B. Construction Documents. The Redeveloper shall prepare or cause to be prepared, at Redeveloper's own cost and expense, detailed final construction plans and specifications (hereinafter "Construction Documents") for the Private Improvements. The Construction Documents for the Private Improvements will be submitted to the Department of Building and Safety for building permit review and approval.

C. Construction of Private Improvements. The Redeveloper, through an anticipated minimum investment of One Million and No/100 Dollars ($1,000,000.00), shall at its own cost and expense construct the Private Improvements substantially in conformance with the Construction Documents as approved by the City. As part of said construction, the Redeveloper, at its own cost and expense subject to reimbursement as provided in Section 403 below, shall construct the following Public Enhancements: (1) Exterior Building Façade and Rooftop Enhancements to include façade lighting washing the building in various colors, an art garden located on the rooftop deck including sculpture stands with LED lighting for three-dimensional sculptures with certain stands located near the front parapet of the building so that sculptures are visible to the public walking along O Street or looking out windows of adjacent buildings, and a sidewalk projector which will display art images on the abutting sidewalk; and (2) Energy Efficiency Enhancements to include qualified windows with a U-value of .43 or less and a Heat Gain Coefficiency of .27. The Private Improvements shall be constructed in compliance with all applicable local, state, and federal building and construction laws and codes. Redeveloper agrees to secure and maintain all permits and licenses necessary for its use of the Redeveloper Property including, but not limited to, necessary building permits and inspections. Redeveloper shall enter into a Building Maintenance and Public Access Agreement with the City in the form attached hereto as Exhibit "D" related to maintenance of the Building Façade and

removal of trash, litter, and refuse; repair and replacement of paving as reasonably necessary; maintenance of landscaped areas; removal of snow and ice from sidewalks, driveways, and parking areas, in order to keep the same free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes.

ARTICLE III.

SECURITY AND RESTRICTIONS

301. Bonds.

A. Penal Bond –Public Enhancements. Pursuant to *Neb. Rev. Stat.* § 18-2151, Redeveloper shall furnish or cause to be furnished to the City, prior to commencement of construction of the Public Enhancements, a penal bond in the amount of $10,000 with a corporate surety authorized to do business in the State of Nebraska. The form of the penal bond is attached hereto as Exhibit "F".

B. Payment and Performance Bond – Private Improvements. Prior to commencing construction of the Private Improvements, Redeveloper shall furnish the City with a construction performance and construction payment bond in a sum not less than the contract sum for the Private Improvements, including the contract sum for the Public Enhancements. Such bonds shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to each person, as defined in Neb. Rev. Stat. §49-801, that performed labor or furnished materials, equipment or supplies used in the prosecution of the Private Improvements.

C. Disbursement Agreement. The City shall accept in lieu of the requirement in Section 301.A. and Section 301.B above a cash deposit or letter of credit in the amount of $10,000.00 and a fully executed Disbursement Agreement. The form of the Disbursement Agreement is attached hereto as Exhibit "G".