

# MINUTE RECORD

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

## LA VISTA CITY COUNCIL MEETING MAY 19, 2020

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on May 19, 2020. Present via teleconference and videoconference were Mayor Douglas Kindig, Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also present via teleconference were, City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Recreation Director Stopak, Finance Director Miserez, Community Development Director Fountain, and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on May 6, 2020. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public via videoconference and teleconference. Governor Pete Ricketts issued Executive Order No. 20-03 – Corona Virus – public meeting requirement limited waiver. Such order allowed for the governing body to meet by telephone and video conferencing. Notice of the Zoom meeting link and phone number was given to the public through the publication in the Times, the City of La Vista website and through social media and was posted at the entrance to the meeting facility. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order, led the audience in the Pledge of Allegiance, and made the announcements.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 5, 2020 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – MARCH 2020
4. REQUEST FOR PAYMENT – ALFRED BENESCH & COMPANY – PROFESSIONAL SERVICES – 96TH & 108TH ST. PAVEMENT REHABILITATION – \$17,132.50
5. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL SERVICES – 84TH STREETSCAPE PLAN – \$48,748.05
6. REQUEST FOR PAYMENT – HDR ENGINEERING, INC. – PROFESSIONAL SERVICES – PROJECT MANAGEMENT SERVICES FOR PUBLIC IMPROVEMENTS AND OTHER WORKS – \$704.82
7. REQUEST FOR PAYMENT – HGM ASSOCIATES, INC. – PROFESSIONAL SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – PHASE I INVESTIGATION – \$1,854.73
8. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE – \$2,291.50
9. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – PHASE 1 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS – \$1,155.10
10. APPROVAL OF CLAIMS

911 CUSTOM LLC, maint..	188.40
AKRS EQUIPMENT SOLUTIONS, maint.	206.33
ALFRED BENESCH & CO, services	25,103.08
AMAZON CAPITAL, supplies	607.84
BIZCO, INC, supplies	358.44
BLACK HILLS ENERGY, utilities	738.34
CENTURY LINK, phones	617.09
CENTURY LINK BUSN SVCS, phones	221.20
CINTAS CORP, services	528.67
COMMERCIAL SEEDING, services	5,668.23
COMP CHOICE INC, services	672.37
CORE PRODUCTS LLC, supplies	492.04

# MINUTE RECORD

May 19, 2020

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

CORNHUSKER INTL TRUCKS, maint	159.68
CULLIGAN OF OMAHA, services	18.00
CUMMINS CENTRAL POWER, bld&grnds	732.84
D & K PRODUCTS, supplies	1,272.11
DELL MARKETING, services	2,706.88
DISPLAY SALES, supplies	340.00
DLR GROUP, services	73,920.91
FILTER CARE OF NE, maint.	9.90
FIRST NAT'L BANK OF OMAHA, bonds	10,758.75
FITZGERALD SCHORR BARMETTLER, services	31,152.10
GENUINE PARTS CO, maint.	566.61
GRAINGER, supplies	104.77
GREATAMERICA FINANCIAL, services	1,239.70
HANEY SHOE STORE, apparel	150.00
HARM'S CONCRETE INC, services	130.00
HAWKEYE TRUCK EQUIPMENT, maint.	257.80
HY-VEE INC, services	137.95
INDUSTRIAL SALES CO, supplies	494.36
INGRAM LIBRARY SERVICES, books	500.41
J & J SMALL ENGINE, services	248.37
K ELECTRIC, services	223.47
KANOPY, INC, services	34.00
KRIHA FLUID POWER CO, maint.	523.44
LV COMM FOUNDATION, payroll	150.00
LAMP RYNEARSON & ASSOCIATES, services	3,053.80
LARSEN SUPPLY CO, supplies	82.08
MARK A KLINKER, services	200.00
MENARDS, bld&grnds	131.26
METRO LANDSCAPE MATERIALS, bld&grnds	70.00
METRO COMM COLLEGE, services	295,225.60
MUD, utilities	155.49
MICROFILM IMAGING SYSTEMS, services	5,194.77
MNJ TECHNOLOGIES DIRECT INC, services	1,084.00
MSC INDUSTRIAL, supplies	266.52
NE IOWA INDL FASTENERS, maint.	9.51
NEWMAN SIGNS INC, bld&grnds	228.57
OCLC INC, services	161.21
OFFICE DEPOT INC, supplies	214.26
OPPD, utilities	46,401.53
OMAHA WINNELSON, supplies	555.47
OMNI ENGINEERING, services	139.30
ONE CALL CONCEPTS INC, services	332.18
PAPILLION SANITATION, services	1,297.44
PAPILLION TIRE INC, maint.	12.75
PER MAR SECURITY, services	127.89
PITNEY BOWES, services	526.71
RDG PLANNING & DESIGN, services	6,768.60
READY MIXED CONCRETE, services	225.32
REGAL AWARDS INC, services	14.50
ROSE EQUIPMENT INC, maint.	168.57
SAPP BROS, maint.	110.00
SARPY COUNTY COURTHOUSE, services	4,207.68
SHI INTERNATIONAL CORP, services	773.01
SOUTHERN UNIFORM, apparel	329.61
SUBURBAN NEWSPAPERS INC, services	78.00
SUN VALLEY LANDSCAPING, services	144.00
TOSHIBA FINANCIAL, services	138.00
TRAFCON INDUSTRIES, services	3,209.63
TRANS UNION RISK, services	50.00
TRUCK CENTER COMPANIES, maint.	61.70

# MINUTE RECORD

May 19, 2020

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

U.S. CELLULAR, phones	1,725.73
UNITE PRIVATE NETWORKS LLC, services	8,800.00
UNITED DISTRIBUTORS INC, services	81.22
UNITED PARCEL, services	28.90
V & V MANUFACTURING INC, services	329.85
VERIZON WIRELESS, phones	327.55
WALMART, supplies	199.91
WELLINGTON EXPERIENCE, services	2,302.46
WESTLAKE HARDWARE, bld&grnds	886.29
WOODHOUSE LINCLN-MAZDA, maint.	44.80

Councilmember Hale made a motion to approve the consent agenda. Seconded by Councilmember Quick. Councilmember Quick reviewed the bills and stated everything was in order. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

City Administrator Gunn reported that Governor Ricketts extended the Executive Order allowing virtual meetings through June and that he has provided guidance to resume youth baseball and softball. She also reported that many baseball and softball registrants have contacted the Recreation Department to pull out and ask for refunds. The League of Nebraska Municipalities is working with an attorney group to provide cities with more information regarding the use of ballfields.

Recreation Director Stopak reported the Eastern Nebraska Office on Aging has approved expanding the grab and go lunch program at the community center. He also reported that transportation services are running Monday through Friday and that there will be a Merrymakers Concert and Car Bingo for seniors in the parking lot of the community center.

Police Chief Lausten reported that it is business as usual for Patrols and that Code Enforcement calls have increased.

## **B. RESOLUTION – 84TH STREET REDEVELOPMENT AREA PHASE 2A TAX INCREMENT FINANCING – MIXED USE REDEVELOPMENT PROJECT (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)**

Councilmember Hale introduced and moved for the adoption of Resolution No. 20-052 entitled: A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PROJECT), SERIES 2020, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City of La Vista (the "City") has established a community development agency (the "Agency") under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the "Act");

WHEREAS, the Act prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

WHEREAS, pursuant to the Act and upon the recommendation of the Planning Commission, the Redevelopment Area was previously declared to be blighted and substandard and in need of redevelopment pursuant to the Act;

WHEREAS, the Council previously adopted and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

WHEREAS, pursuant to the Act and upon the recommendation of the Agency and of the Planning Commission, the City Council approved the Redevelopment Plan

for the Redevelopment Area, as amended by Amendment No. 1 and including a multi-year mixed use redevelopment project (the "Mixed Use Redevelopment Project") and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in phases in the vicinity of 84<sup>th</sup> Street and Brentwood Boulevard;

WHEREAS, pursuant to the Act the Agency approved the Redevelopment Agreement, a redevelopment contract between the Agency and La Vista City Centre, LLC, a Nebraska limited liability company, and its assignee City Centre 2, LLC, a Nebraska limited liability company, (together, the "Redeveloper"), and authorized the Redeveloper to undertake all phases of the Mixed Use Redevelopment Project, including the Project (hereinafter defined), and related tax increment financing within the Project Area (hereinafter defined) in accordance with the Act;

WHEREAS, the Redevelopment Plan and Agreement provide, among other things, that the Agency will issue debt to be secured by moneys in the TIF Revenue Fund for the purpose of paying a portion of the Project Costs (hereinafter defined) for the Project; and

WHEREAS, in connection with commencement of an additional phase of the Mixed Use Redevelopment Project, it is necessary, desirable, advisable, and in the best interest of the Agency to issue the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Project), Series 2020 (the "Note"), in the principal amount of \$798,000 to pay a portion of the Project Costs, to pay the costs of issuing the Note, and to be issued and secured in the form and manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Resolution, the following capitalized words and terms as used in this Resolution shall have the following meanings:

"Act" means the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

"Agency" means the Community Development Agency of the City of La Vista, Nebraska.

"Business Day" means a day on which the banking institutions in the City are scheduled in the normal course of operations to be open to the public.

"Chair" means the Chair of the Community Development Agency of the City of La Vista, Nebraska. The Chair shall be the Mayor of the City of La Vista unless otherwise designated by the governing body of the Agency.

"City Administrator" means the Administrator of the City or the Administrator's designee.

"City" means the City of La Vista, Nebraska.

"Clerk" means the Clerk of the City of La Vista, Nebraska.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

"Council" means Council of the City of La Vista, Nebraska.

"County" means The County of Sarpy, in the State of Nebraska.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

# MINUTE RECORD

May 19, 2020

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

"Date of Original Issue" means the date the Note is initially issued and delivered to the Purchaser.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Mayor" means Mayor of the City.

"Note" means the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Project), Series 2020, in an aggregate principal amount of \$798,000 authorized and issued pursuant to this Resolution.

"Note Payment Date" means December 15 of each year, beginning on December 15, 2022, (or such other periodic payment date or dates as may be approved and incorporated in the Note when issued, but not more frequently than semiannual payments) and ending on December 15, 2036.

"Note Register" means the books for the registration, transfer and exchange of the Note kept at the office of the City.

"Permitted Investments" means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in Section 5.1 hereof:

- (a) United States Government Obligations;
- (b) bonds, notes or other obligations of the State of Nebraska, or any political subdivision of the State of Nebraska, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;
- (d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;
- (e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificate of deposit or time deposits; and
- (f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Nebraska.

"Planning Commission" means the Planning Commission of the City.

"Project" means that portion of the Mixed Use Redevelopment Project for Lots 3, 4 and 5 of La Vista City Centre, Replat Three, and the improvements identified in Exhibit B-2, which shall be and is hereby determined to be a separate redevelopment project under the Act.

"Project Area" means that portion of the Redevelopment Area described on Exhibit B-1.

“Project Costs” means the costs attributable to the Project and to work on any “redevelopment project,” as defined in the Act, that may be paid through TIF Revenues and which the Agency has agreed to pay under the Redevelopment Agreement with respect to the Project and such other costs allowed under the Redevelopment Plan and the Redevelopment Agreement, including those identified in Exhibit B-2.

“Project Fund” means the fund by that name described in Section 5.1 hereof.

“Purchaser” means the Redeveloper or such other party approved by the Chair of the Agency, as the original purchaser of the Note.

“Record Date” for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) of the calendar month first preceding such Note Payment Date.

“Redeveloper” means La Vista City Centre LLC, a Nebraska limited liability company, and its assignee with respect to the Project, City Centre 2, LLC, a Nebraska limited liability company.

“Redevelopment Area” means the 84<sup>th</sup> Street Redevelopment Area which the governing body of the City has found to be blighted and substandard pursuant to the Act.

“Redevelopment Agreement” means the Redevelopment Agreement between the Agency and La Vista City Centre LLC, a Nebraska limited liability company, and City Centre 2, LLC as assignee of La Vista City Centre, LLC with respect to the Project Area.

“Redevelopment Plan” means the redevelopment plan approved by the City for the Redevelopment Area, as amended by Amendment No. 1.

“Registered Owner” or “Note Owner” when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

“Resolution” means this Resolution as from time to time amended in accordance with the terms hereof.

“Secretary” means the Secretary of the Agency. The Secretary shall be the City Clerk of La Vista unless otherwise designated by the Agency governing body.

“State” means the State of Nebraska.

“TIF Revenue Fund” means the fund by that name described by Section 5.1 hereof.

“TIF Revenues” means the moneys received from the County attributable to the increase in the current equalized assessed valuation of taxable real property in the Project Area over and above the initial equalized assessed value of each such unit of property in the Project Area, all as determined in accordance with the Redevelopment Plan and the Act as in effect on the date the Note is issued.

## ARTICLE II

### AUTHORIZATION OF NOTE

Section 2.1. Authorization of Note. There is hereby authorized and directed to be issued a Note of the Agency, designated “Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Project) Series 2020,” in the principal amount of \$798,000, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

Section 2.2. Description of the Note. The Note shall be substantially in the form set forth in Exhibit A hereto, and shall be subject to registration, transfer and exchange as provided in Section 2.4 hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment as provided in Article III), and shall bear interest at the rate of 5.5% per annum, or such other rate of interest approved by the City Administrator or Chair.

# MINUTE RECORD

May 19, 2020

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

Section 2.3. Consideration for the Note. Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Evidence of payment of Project Costs shall be submitted to the City as such Project Costs are paid by or on behalf of the Purchaser. Prior to each Note Payment Date, evidence of payment of Project Costs submitted to the City shall be equal to or greater than the aggregate amount of principal and interest payments made on the Note.

Upon the third anniversary of the date of delivery of the Note to the Purchaser, if evidence of payment of total Project Costs submitted to the City is less than the original principal amount of the Note issued pursuant to this resolution, the principal amount of the Note shall be reduced so that the original principal amount of the Note issued pursuant to this Resolution is equal to the total Project Costs, and the Cumulative Outstanding Principal Amount of the Note reflected on the Note Register shall be reduced accordingly at such time. In the event of a delay in completion of the Project or payment of Project Costs, the City Administrator may extend such three-year deadline for delivery of evidence of payment of Project Costs in the discretion of the City Administrator. No notation, replacement or reissuance of the Note shall be necessary in the event of a reduction in principal amount of the Note under the provisions of this Section 2.3.

The records maintained by the Clerk shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

Section 2.4. Method and Place of Payment of Note. The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption; provided, however, if any interest on the Note is in default, the Note shall bear interest from the date to which interest has been paid.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the Agency written notice to the contrary.

Section 2.5. Registration, Transfer and Exchange of Note. The Agency covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the Agency in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the Agency.

The Agency may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and

discharge the liability upon such Note to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Agency, the Note Register may be inspected and copied by any Registered Owner (or a designated representative thereof).

Section 2.6. Execution, Authentication and Delivery of the Note. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers. The Chair and Secretary of the Agency are hereby authorized and directed to prepare and execute the Note. The Agency shall deliver the Note to the Purchaser upon satisfaction of conditions considered necessary and appropriate by the City Administrator and Chair.

Section 2.7. Mutilated, Destroyed, Lost and Stolen Note. If (a) any mutilated Note is surrendered to the Agency, or the Agency receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Agency such security or indemnity as may be required to save the Agency harmless, then, in the absence of notice to the Agency that such Note has been acquired by a bona fide purchaser, the Agency shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Agency in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the Agency may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Agency) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Agency, and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Note.

Section 2.8. Sale of Note. The Sale of the Note to the Purchaser at a purchase price of 100% of the principal amount of the Note, in consideration for the Redeveloper paying Project Costs in an amount equal to or greater than the principal amount of the Note, is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with such terms of sale and satisfaction of conditions considered necessary and appropriate by the City Administrator and Chair.

Section 2.9. Redemption of Note. The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.10. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. The Redeveloper may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

## ARTICLE III

### TERMS AND PAYMENT

Section 3.1. Terms and Payment. The Note shall be issued substantially in the form set forth in Exhibit A. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.



On each Note Payment Date, an amount equal to all amounts then on deposit in the TIF Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the TIF Revenue Fund are insufficient to pay all of the principal of or interest on the TIF Indebtedness prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and Redeveloper without recourse of any kind to the Agency or the City.

The Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

## ARTICLE IV

### SECURITY FOR THE NOTE

Section 4.1. Security for the Note. The Note shall be a limited, special obligation of the Agency payable solely from and secured as to the payment of principal and interest, subject to the provisions of Section 4.2, by a pledge of the TIF Revenues and moneys in the Project Fund and no other moneys, revenues, funds or accounts. The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional or statutory provision, limitation or restriction. Payment of principal and interest on the Note shall be subject to reduction as described in Section 2.3 of this Resolution.

Section 4.2. Pledge of Certain Funds. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the TIF Revenue Fund and the Project Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

Section 4.3. No Recourse. Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note nor the Redeveloper shall have any recourse of any kind against the Agency or the City in the event of that the TIF Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

## ARTICLE V

### CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 5.1. Creation of Funds and Accounts. There are hereby created and ordered to be established within the treasury of the City the following separate funds and accounts:

- (a) City of La Vista, Nebraska, La Vista City Centre Project TIF Revenue Fund 2020 (the "TIF Revenue Fund").
- (b) City of La Vista, Nebraska, La Vista City Centre Project Fund 2020 (the "Project Fund").

Such funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City. The TIF Revenue Fund and the Project Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

Section 5.2. Deposit of Note Proceeds. Any cash or monies received in exchange for the sale and delivery of the Note shall be deposited in the Project Fund.

Section 5.3. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used solely for the purpose of paying the Project Costs and the costs and expenses incident to the issuance of the Note.

## ARTICLE VI

### DIVISION OF TAXES AND APPLICATION OF REVENUES

Section 6.1 Division of Taxes. The effective date for the division of taxes with respect to the Project Area is hereby determined to be January 1, 2021, with taxes to be divided for a period of fifteen (15) years from and after such effective date.

Section 6.2. TIF Revenue Fund. The moneys in the TIF Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The TIF Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the TIF Revenue Fund shall be expended and used for the sole purpose of paying costs of issuance of the Agency and City and then paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in Section 3.1.

## ARTICLE VII

### DEPOSIT AND INVESTMENT OF MONEYS

Section 7.1. Deposit of Moneys. Moneys in each of the funds and accounts created by and referred to in this Resolution and held by the Agency or the City shall be continuously and adequately secured as provided by the laws of the State and invested only in Permitted Investments.

Section 7.2. Investment of Moneys. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

## ARTICLE VIII

### ADDITIONAL NOTE

Section 8.1. Additional Note. The Agency covenants and agrees that so long as the Note remains outstanding, the Agency will not issue any additional bonds, notes or debt payable from the TIF Revenue Fund or the Project Fund or any part thereof without the prior written consent of the Registered Owner.

## ARTICLE IX

### DEFAULT AND REMEDIES

Section 9.1. Acceleration of Maturity Upon Default. The Agency covenants and agrees that if it defaults in the payment of the principal of or interest on the Note as the same becomes due on any Note Payment Date, then, at any time thereafter and while such default continues, the Registered Owner may by written notice to the Agency filed in the office of the Clerk or delivered in person to said Clerk, declare the principal of the Note then outstanding to be due and payable immediately, and upon any such declaration the Note shall become and be immediately due and payable, anything in this Resolution or in the Note contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said outstanding Note has been so declared to be due and payable, all arrears of interest upon all of said Note, except interest accrued but not yet due on such Note, and all arrears of principal upon all of said Note has been paid in full and all other defaults, if any, by the Agency under the provisions of this Resolution and under the provisions of the statutes of the State of Nebraska have been cured, then and in every such case the Registered Owner shall, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon. Notwithstanding the foregoing, failure by the Agency to pay any amounts due as principal or interest on any Note Payment Date that are in excess of the amounts available therefor in the TIF Revenue Fund shall not be deemed a default.

Section 9.2. Remedies. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owner. Subject to the limitations set forth in Section 9.3, the Registered Owner shall have the following rights:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

Section 9.3. Remedies Cumulative. No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Agency and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

Section 10.1. Amendments. The rights and duties of the Agency and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the Agency with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument shall be filed with the Clerk.

Without notice to or the consent of the Registered Owner, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the Agency amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

Section 10.2. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal or of interest on the Note or the date fixed for

# MINUTE RECORD

May 19, 2020

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

Section 10.3. Notices, Consents and Other Instruments by Registered Owner. Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

Section 10.4. Further Authority. The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 10.5. Severability. If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 10.6. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 10.7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

Seconded by Councilmember Frederick. Deputy Community Development Director Solberg presented an overview of the TIF project site plan. Chris Erickson answered questions on development at City Centre. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## COMMENTS FROM CITIZENS

There were no comments from citizens.

## COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and Council.

At 6:23 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

# MINUTE RECORD

May 19, 2020

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

PASSED AND APPROVED THIS 2ND DAY OF JUNE 2020.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk