



City of Omaha
Jean Stothert, Mayor

RECEIVED

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CITY CLERK
OMAHA, NEBRASKA



Todd R. Schmaderer
Chief of Police

Honorable President

and Members of the City Council,

Omaha Police Department

"To Serve and Protect"

505 South 15th Street

Omaha, Nebraska 68102-2769

(402) 444-5600

fax (402) 444-5898

www.opd.ci.omaha.ne.us

Transmitted herewith is an Ordinance declaring the necessity for and approving a Purchase Agreement with Lanoha 135 Millard, LLC, a Nebraska limited liability company for a Southwest Police Precinct located on Lot 7 of the Lumber Yard District. The new precinct will be located in the southeastern portion of the Lumber Yard District which is the redevelopment for the former Millard Lumber site, an area generally bound by Q Street and Millard Avenue between 134th and 135th Streets. Lanoha will develop and construct a two-story 22,600 g.s.f. building on an approximately 88,408 square foot site located along Q Street.

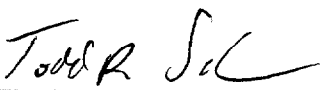
The Purchase Agreement contemplates that Lanoha will construct a built to suit facility within the attached specifications developed with the Omaha Police Department. This will allow the building to be built in conjunction with other work Lanoha is performing and for the building to have continuity, consistency, and style with the neighborhood. The Ordinance provides for approval of the Purchase Agreement which contemplates that Lanoha be paid seven million nine hundred two thousand ninety-seven dollars and ninety cents (\$7,902,097.90) at closing, which closing shall take place when the building is completed, but no later than September 1, 2016. The City will take fee ownership of the commercial site and the building on it. This completion date will allow the City to take occupancy prior to the end of 2016, when its last option on its current lease for the Southwest Police Precinct expires.

Payment for the purchase of the Southwest Police Precinct will come from the following funds - \$5,200,000 from the 2014 Public Facilities Bond Fund No. 13246; \$1,600,000 from the City Capital Improvement Fund No. 13112; and \$1,130,097.90 from Advance Acquisition Fund No. 13111. Funding for the City Capital Improvement Fund portion of the financing will be provided by the issuance of lease purchase bonds by the Public Facilities Corporation.


The Omaha Police Department recommends your approval of this Ordinance.

Respectfully submitted,

Referred to City Council for Consideration:


Todd R. Schmaderer
Chief of Police

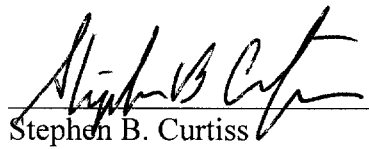
3/30/15
Date


Jean Stothert
Mayor's Office

5/1/15
Date

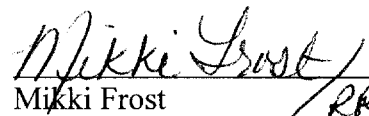
Honorable President
and Members of the City Council
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Approved as to Funding:



Stephen B. Curtiss
Finance Director
4/24/15
Date

Approved:



Mikki Frost
Human Rights and Relations
5/1/15
Date

ORDINANCE NO. 40358

AN ORDINANCE declaring the necessity of acquiring, for use of the City of Omaha, the necessary lands located at the northwest corner of Q Street and 135th Street, legally described as Lot 7, Lumberyard District for the Southwest Police Precinct for the Police Department; providing for approval of a Purchase Agreement between the City of Omaha and Lanoha 135 Millard, LLC, a Nebraska limited liability company for the purchase of a build to suit facility with closing on the completed facility to occur by September 1, 2016 in the amount of seven million nine hundred two thousand ninety-seven dollars and ninety cents (\$7,902,097.90); to be paid from the following funds - \$5,200,000 from the 2014 Public Facilities Bond Fund No. 13246, \$1,600,000 from the City Capital Improvement Fund No. 13112, and \$1,130,097.90 from Advance Acquisition Fund No. 13111; and, providing for the effective date hereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That it is proper and necessary and it is hereby declared proper and necessary to acquire certain lands located at the northwest corner of Q Street and 135th Street for the proposed Southwest Precinct Station of the Police Department. Said property and lands necessary for such purposes are described as follows:

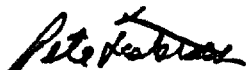
Lot 7, Lumberyard District, an addition to the City of Omaha, Douglas County, Nebraska.

Section 2. That the Mayor is authorized to sign and the City Clerk is authorized to attest the attached Purchase Agreement between City of Omaha and Lanoha 135 Millard, LLC, a Nebraska limited liability company for the purchase of a build to suit facility with closing on the completed facility to occur by September 1, 2016 for the amount of seven million nine hundred two thousand ninety-seven dollars and ninety cents (\$7,902,097.90).

Section 3. At closing, the Finance Director is authorized to make payment as contemplated by the Purchase Agreement from the following funding sources - \$5,200,000 from the 2014 Public Facilities Bond Fund No. 13246, \$1,600,000 from the City Capital Improvement Fund No. 13112, and \$1,130,097.90 from Advance Acquisition Fund No. 13111. Funding for the City Capital Improvement Fund portion of the financing will be provided by the issuance of lease purchase bonds by the Public Facilities Corporation.

Section 4. That this Ordinance shall take effect and be in full force upon its passage.

INTRODUCED BY COUNCILMEMBER

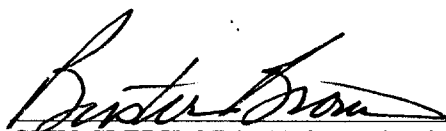


APPROVED BY:

 6/4/15
MAYOR OF THE CITY OF OMAHA DATE

PASSED JUN - 2 2015 6-0

ATTEST:

 6/4/15
CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

 3/26/15
DEPUTY CITY ATTORNEY DATE

PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made and entered into by and between Lanoha 135 Millard, LLC, a Nebraska limited liability company (“LANOHA”) and the City of Omaha, Nebraska, a municipal corporation (“City”).

WHEREAS, Lanoha 135 Millard, LLC, a Nebraska limited liability company is the owner and developer of the Lumber Yard District, an area generally bound by Q Street and Millard Avenue in between 134th and 135th Street; and,

WHEREAS, the City of Omaha Planning Board and the City Council of the City of Omaha has approved the Millard Lumber Tax Increment Financing (TIF) Redevelopment Project Plan; and,

WHEREAS, LANOHA and the City of Omaha have been in discussions about the redevelopment of the southeastern portion of the Lumber Yard District into a public safety facility; and,

WHEREAS, LANOHA and City desire that such facility be built as part of the development of the Lumber Yard District for purposes of continuity, consolidation, consistency and style; and,

WHEREAS, City currently operates the Southwest Police Precinct in property that it leases, which lease and options are set to expire at the end of 2016, and which precinct is not in the optimum location or of optimum size; and,

WHEREAS, LANOHA and City have agreed that LANOHA will construct a new facility which will be used for a new Southwest Police Precinct on Lot 7 of the Lumber Yard District consistent with the plans contained herein; and,

WHEREAS, City and LANOHA have agreed that upon completion of said facility that LANOHA will sell the improvement to the City of Omaha pursuant to the terms contained herein.

WHEREAS, the parties desire to enter into this Purchase Agreement pursuant to the Nebraska Community Development Law and Nebraska Law to delineate and provide for the development, construction and sale of a new facility to serve as the Southwest Precinct.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

I. Purpose.

The purpose of this agreement is for LANOHA to develop and construct a built-to-suit steel-framed, two-story building as part of the Millard Lumber TIF Redevelopment Project Plan Area for eventual sale to the City for use as the

Southwest Police Precinct. Such building shall be located on a lot consisting of approximately 88,408 square feet, to be legally described as Lot 7, Lumberyard District, an Addition to the City of Omaha, Nebraska, as surveyed, platted and recorded in Douglas County, Nebraska.

II. Obligation of LANOHA.

LANOHA agrees to timely:

1. Construct a built-to-suit steel framed, 22,600 g.s.f. two story building in substantial accordance with the plans and specifications set forth on Exhibit "A", attached hereto and incorporated herein by this reference. LANOHA shall be responsible for securing those professional services and construction services necessary to design, construct and complete such facility by September 1, 2016, subject to an "Excusable Delay" (as defined in Article IX, Section 13, below). LANOHA shall be responsible for oversight of the construction of the building.
2. LANOHA shall permit the City, through any employee designated by City, to have access to the construction site upon reasonable notice to LANOHA to allow for confirmation that construction is proceeding in the manner contemplated by Exhibit "A".
3. Subject to the conditions and limitations hereinafter set forth, LANOHA covenants and agrees to sell, and the City covenants and agrees to purchase that certain real property, which is fully described and depicted as Lot 7, Lumberyard District, Omaha, Nebraska, as described in the attached Exhibit "A", collectively referred to herein as the property, together with all improvements situated thereon and together with any and all rights, titles, powers, privileges, licenses and interests appurtenant to and which benefit the property and the improvements.
4. Said property shall be sold to City free and clear of any encumbrances or liens except easements, covenants and restrictions of records. At Closing, LANOHA shall execute and deliver a general warranty deed to the City in recordable form. Said deed shall be prepared by the City in a form acceptable to the parties hereto. The Closing of the transaction contemplated by this Agreement shall occur within fifteen (15) calendar days following:
 - a) Architect's certified Notice of Completion of the two-story building and parking area has been substantially completed in a manner that is consistent with Exhibit "A", subject to minor punch list items; and,

b) LANOHA's receipt of a Certificate of Occupancy.

5. LANOHA further agrees to pay all taxes and assessments which are due and payable and which have become a lien or will become a lien on the above-described property prior to the Closing Date. Real estate taxes that become delinquent in the year of Closing shall be treated as current and prorated between LANOHA and the City as of the date of Closing.
6. Except for the construction loan obtained by LANOHA and the corresponding security agreements necessary to finance the construction of the project, LANOHA agrees not to further encumber the above-described property in any manner, nor create any other security interests or encumbrances thereon. The construction loan shall be paid in full at Closing and all related security interests against the property shall be released. LANOHA, at its sole cost and expense, shall be obligated to cure or remove by Closing all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, assessments, bonds and other monetary liens against the property or improvements at the time of delivery of the deed. The Closing shall take place through an escrow established with TitleCore, LLC, or at such other location and in such manner as LANOHA and City shall otherwise agree.
7. Prior to the commencement of construction, LANOHA shall cause its general contractor and all subcontractors to procure and maintain, at no cost to the City, builder's risk insurance against loss or damage by fire, vandalism and malicious mischief and such other risks that are customarily covered by a so-called "extended coverage endorsement" upon the improvements being constructed and all materials being stored on the site to the full insurable value thereof at all times. In the event the improvements are damaged or destroyed by fire or other casualty, LANOHA will, as soon as reasonably possible begin to repair, restore and rebuild the project in substantial accordance with Exhibit "A". Any risk of loss to the property shall be borne by LANOHA until legal title has been conveyed to the City. In the event that the project is damaged or destroyed, LANOHA shall repair, restore and rebuild the project as soon as practicable in accordance with the original plans and upon completion of the project after such damage or destruction, the LANOHA shall sell and the City shall purchase the property in accordance with the terms of this Agreement.
8. LANOHA and the City acknowledge and agree that the purchase price has been established, in part, based upon the project description set forth in Exhibit "A" and the additional budget information set forth therein. Accordingly, the scope of the project nor the budget for the

project shall materially change without the mutual agreement of the parties hereto.

III. Obligation of the City.

1. Upon completion of the built-to-suit, steel framed, 22,600 g.s.f. two story building and at closing, the City agrees to purchase the property for the sum of seven million nine hundred two thousand ninety-seven dollars and ninety cents (\$7,902,097.90) and other good and valuable consideration hereinafter referred to as "consideration" the property:

Lot 7, Lumberyard District, an addition to the City of Omaha,
Douglas County, Nebraska.

2. One hundred percent of said consideration, obligated to be paid by City, shall be paid upon execution and delivery of the aforesaid Warranty Deed and upon relinquishment of possession by LANOHA to City. The City's obligation to close on the purchase shall be contingent upon completion of the facility in a manner consistent with Exhibit "A".
3. City agrees to pay expenses for abstract of title, release of mortgages, recording fees, and revenue stamps, if required.
4. City shall have the option, at its full cost and expense, of securing a current ALTA boundary and topographical survey of property which discloses conditions satisfactory to City for its use of the property.

IV. LANOHA Warranties.

1. That LANOHA has and will have at time of closing good and marketable title to the Property, subject only to the Permitted Encumbrances.
2. That LANOHA has and will have at time of closing full right and authority to convey the Property, and in regard thereto to execute this Agreement and to execute and deliver all documents required of LANOHA for the consummation of this Agreement.
3. The persons signing this Agreement on behalf of the LANOHA are duly authorized to do so and their signatures bind the LANOHA in accordance with the terms of this Agreement.
4. That LANOHA has received no notice of, nor has LANOHA any knowledge of, any violations of any federal, state, county or municipal laws, ordinances, orders, regulations, requirements, or environmental issues affecting the Property.

The representations and warranties contained in this section shall be true and correct on the date of this Agreement. All such representations and warranties of LANOHA shall survive the Closing and the LANOHA's conveyance of the Property to City shall continue in full force and effect notwithstanding the closing and consummation of the transaction contemplated herein, and the obligation of the City to close this transaction is expressly conditioned upon said representations.

V. Indemnification.

1. LANOHA covenants and agrees to indemnify and hold harmless the City its respective officers, agents and employees, their respective successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by any person or entity, for personal injury or death or property damage in any way arising out of or resulting from any negligent or intentional act or omission of LANOHA or LANOHA's employees, agents or contractors in connection with construction of the building contemplated by this Purchase Agreement, and, LANOHA further agrees to pay all expenses in defending against any claims made against the City arising out of LANOHA's actions prior to the date of closing.
2. The City covenants and agrees to indemnify and hold harmless LANOHA, its officers, agents and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, demands, actions or cause of action of any kind and nature asserted by any person or entity for personal injury or death or property damage anyway arising out of or resulting from any negligent or intentional act or commission of the City or City's employees, agents or contractors in connection with the facility constructed pursuant to this agreement, and further City agrees to pay all expenses in defending against any claims made against LANOHA arising out of City's ownership of the facility contemplated by this agreement.

VI. Independent Contractor.

It is understood by and between the parties that any acts of the parties or their respective employees, agents, contractors or service performed pursuant to the terms of this agreement shall be undertaken as independent contractors and not as employees of the other. No party shall have the authority to bind the others by or with any contract or agreement, nor to impose any liability upon the others. All acts and contracts of each of the parties shall be in its own name and not in the name of the other, unless otherwise provided herein.

VII. Notice.

Any notice, demand, request or other communication which may or shall be given or served by LANOHA to or on the City or by the City to or on to LANOHA, shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, sent by facsimile transmission, by prepaid telegram or telecopy, electronic email (provided that such telegram, telecopy or electronic email is confirmed), or given to a nationally recognized overnight carrier service for next business day delivery and addressed as follows:

If as to the City: Mayor Jean Stothert
1819 Farnam Street, Suite 300
Omaha, NE 68183
jean.stothert@cityofomaha.org

With copies to: Paul D. Kratz
Omaha City Attorney
1819 Farnam Street, Suite 804
Omaha, NE 68183
paul.kratz@cityofomaha.org

If as to LANOHA: Lanoha 135 Millard, LLC
Attn: Jason Lanoha
19111 West Center Road
Omaha, Nebraska 68130
jlanoha@lanohadevelopment.com

With copies to: Larry A. Jobeun
Fullenkamp, Doyle & Jobeun
1144 West Center Road
Omaha, Nebraska 68144
larry@fdjlaw.com

The above addresses may be changed at any time of the parties by notice given in the manner provided above.

VIII. **Real Estate.** Brokers and brokerage commission.

Each of the parties represent and warrant to the other that such party has not dealt with any real estate broker, real estate agent or finder in connection with this transaction, and each of the parties hereto agrees to indemnify and save the other parties harmless from any and all loss, costs and expense incurred in connection with any claim for any real estate commission or fee which arises by reason of the actions of such party.

IX. General Conditions.

1. Nondiscrimination. LANOHA shall not, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
2. New Employee Work Eligibility Status. LANOHA is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If LANOHA is an individual or sole proprietorship, the following applies:

A. LANOHA must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

B. If LANOHA indicates on such attestation form that he or she is a qualified alien, the LANOHA agrees to provide the US Citizenship and Immigration Services documentation required to verify the LANOHA's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

C. LANOHA understands and agrees that lawful presence in the United States is required and LANOHA may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

3. Captions. Captions used in this agreement are for convenience and are not used in the construction of this agreement.
4. Applicable law. Parties to this agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
5. Time is of the Essence. Time is of the essence in the execution and performance of this Agreement.

6. Interest of the City. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the agreement voidable by the Mayor or Council.
7. Interest of LANOHA. LANOHA covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this agreement; he further covenants that in the performance of this agreement, no person having any such interest shall be employed.
8. Merger. This agreement shall not be merged into any other oral or written agreement, lease or deed of any type. This is the complete and full agreement of the parties.
9. Modification. This agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.
10. Assignment. LANOHA may not assign its rights under this agreement without the express prior written consent of the City.
11. Strict compliance. All provisions of this agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.
12. Maintenance of Landscaping. The parties agree to negotiate in good faith to have LANOHA maintain the landscaping on the property for a reasonable cost to the City and in a manner that is commensurate with the maintenance provided by LANOHA on LANOHA's adjacent development within The Lumberyard District.
13. Excusable Delays. LANOHA shall not be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of LANOHA. Examples of these causes are: (1) acts of God or of the public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusual or unexpected delays in the entitlement process to subdivide, rezone and redevelop the property, and (10) unusually inclement weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of LANOHA.

14. Equal employment opportunity clause. Annexed hereto as Exhibit "B" and made a part hereof by reference are the equal employment provisions of this contract. All reference in Exhibit "B" to "Contractor" shall mean "LANOHA." Refusal by the LANOHA to comply with any portion of this program as therein stated and described will subject the offending party to any or all of the following penalties:

(1) Withholding of all future payments under the involved contracts to the Provider in violation until it is determined that the LANOHA is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contracts with the City or any of its departments or divisions until such time as the LANOHA demonstrates that he has established and shall carry out the policies of the program as herein outlined.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Omaha Omaha Police Southwest Precinct



Lanoha Development Company





Lanoha Development Company

January 15, 2015

Ms. Cassie Seagren
Deputy Chief of Staff, Economic Development
City of Omaha
1819 Farnam Street, Suite 300
Omaha, NE 68183

RE: Omaha Police Southwest Precinct, Lot 7 Lumberyard District

Cassie,

On behalf of Lanoha Development Company, I thank you for the opportunity to present this proposal. Downtown Millard is on the verge of great change, and I believe Lumberyard District to be a central driver in this change. The addition of an Omaha Police Precinct will not only further help to ensure an exciting future for this area, but will also send a strong message that Downtown Millard is a priority for our city.

Lumberyard District is a very active redevelopment project, with demolition, entitlement, design and budgeting activities well underway. The first stages of new construction are coming this summer. Soon, this vacant lumber yard will be a thriving mixed use project where residents live, work, shop and play.

I am truly excited and hopeful for the bright future of this area and I believe the Omaha Police Southwest Precinct will help to set the foundation for exciting days to come.

I look forward to additional discussions at your convenience.

Sincerely,

Jason P. Lanoha
janoha@lanohadevelopment.com

19111 West Center Road • Omaha, NE 68130
www.lanohadevelopment.com • 402.289.5528

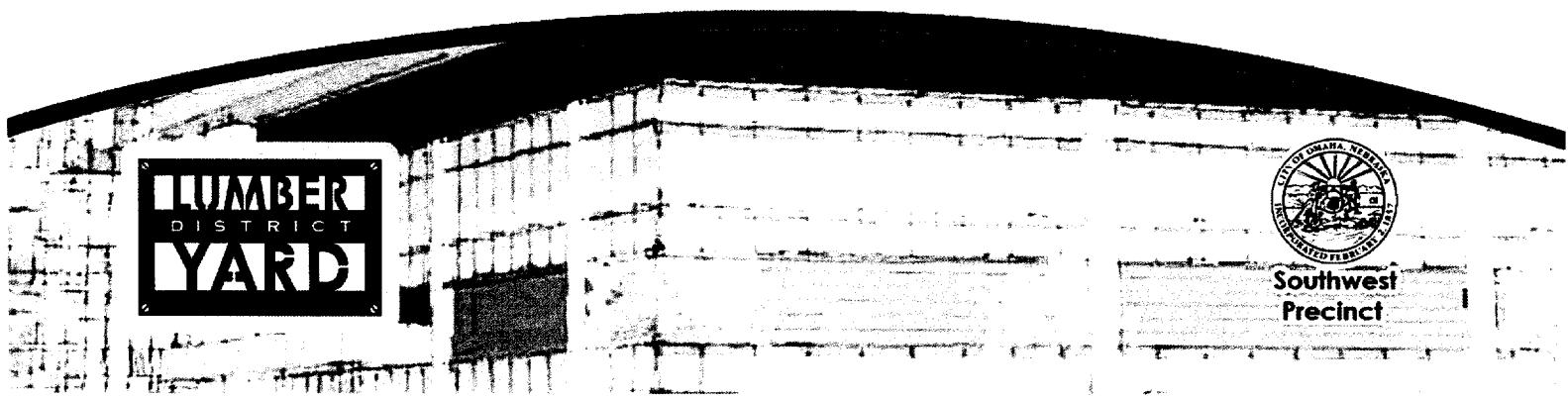
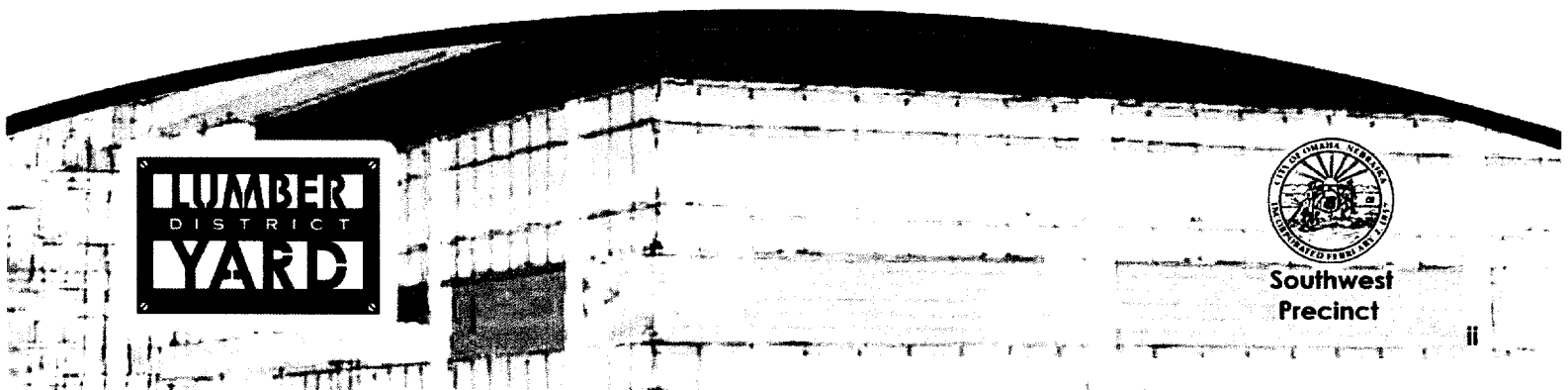


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Executive Summary

Lanoha Development Company ("LDC") is the sole owner and developer of Lumberyard District. As a component of this redevelopment project, LDC proposes to develop and deliver for purchase on specified terms to the City of Omaha a turn-key building solution to be used by the Omaha Police as their Southwest Precinct. A summary of the proposal is as follows:

Location

To be located along the southeastern portion of Lumberyard District, approximately between South 134th & South 135th Streets and north of Q Street (*reference Exhibit 1a*).

Site

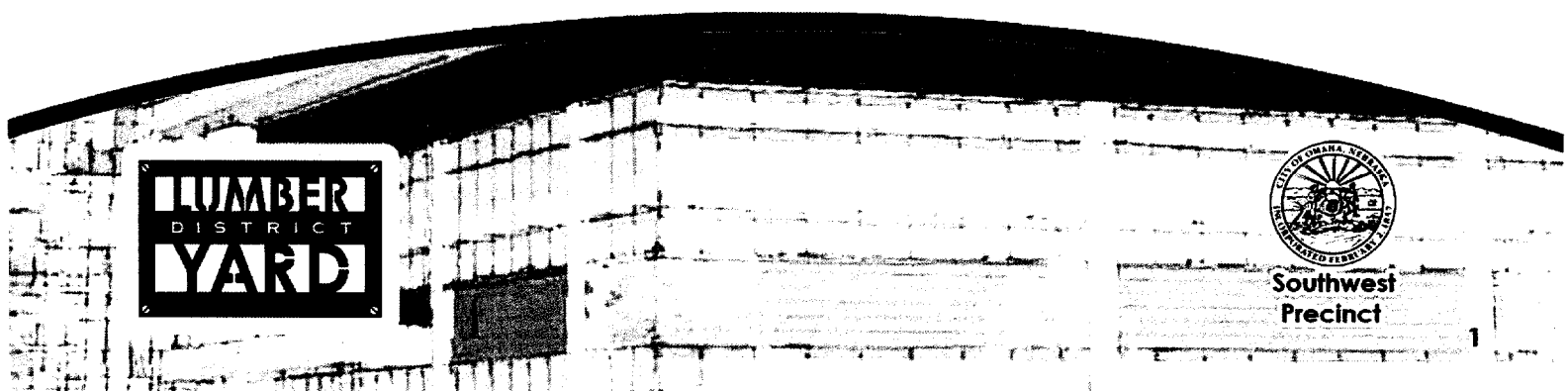
A lot of 94,717 square feet to be fully entitled and platted as *Lot 7 Lumberyard District* and to include 116 vehicle parking stalls (5.13:1 parking ratio) with two (2) direct access points to South 135th Street. Lot 7 is located adjacent to an existing Walgreens and to be constructed multi-family residential buildings. Zoning is contemplated to be Neighborhood Business District with a Planned Unit Redevelopment Overlay (NBD-PUR) (*reference Exhibits 1b - 1e, 3b*).

Building

A Build-to-Suit steel framed 22,600 gsf two (2) story building to be constructed according to this proposal and its included exhibits, including the attached MEP and Structural Narratives. The building is contemplated to be a turn-key solution, including a specified Furniture, Fixtures & Equipment ("FF&E") budget. Floors 1 and 2 are comprised of 12,800 and 9,800 gsf, respectively. Conceptual plans have been developed following multiple meetings between the Project Team and various City of Omaha representatives. Construction is contemplated to be eleven (11) months in duration, to commence in July 2015 and complete in May 2016. Details of the Project Team are presented on Exhibit 5. Exhibits 2a, 2b and 3c display elevation to represent proportions of façade materials, and not necessarily specific architectural detail. Interior details and budgets are included as well (*reference Exhibits 2a - 2e, 3c - 3j, 4, 5*).

Business Proposal

Specifics are located in the attached Letter of Intent (*reference following page*).



Letter of Intent



Lanoha Development Company

January 15, 2015

Ms. Cassie Seagren
Deputy Chief of Staff, Economic Development
City of Omaha
1819 Farnam Street, Suite 300
Omaha, NE 68183



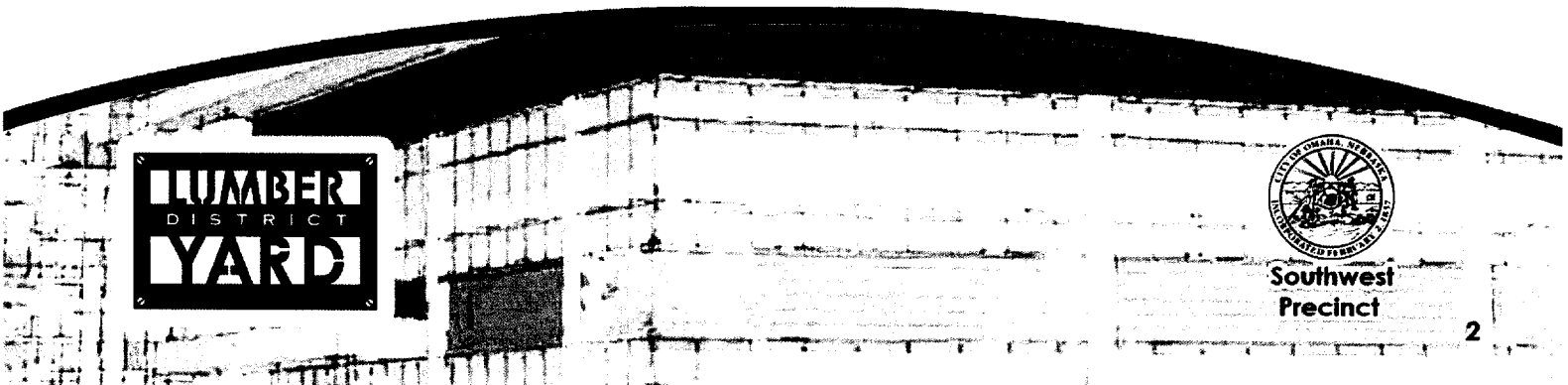
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**Re: Letter of Intent
Omaha Police Southwest Precinct, Lumberyard District**

Ms. Seagren,

The following proposal contains the basic elements upon which Lanoha Development Company, or related entity, including Lanoha 135 Millard LLC (the "Developer") is interested in pursuing the sale of a Build-to-Suit building to the City of Omaha, Nebraska, or related entity (the "City") to be utilized as the Omaha Police Southwest Precinct. Although this letter reflects the Developer's present intent regarding the terms and conditions of a proposed transaction, it shall not be construed to create any legal rights or obligations for either the Developer or City. It is intended that all such legal rights and obligations will come into existence only when an appropriate purchase agreement has been executed.

- PROPERTY:** Generally located along the southeastern portion of Lumberyard District, approximately between South 134th & South 135th Streets and north of Q Street and is comprised of 94,717 gross square feet. To be platted as *Lot 7 Lumberyard District*.
- PREMISES:** 22,600 gross square feet ("gsf"); two (2) story building with Floors 1 and 2 of 12,800 and 9,800 gsf, respectively. To be constructed according to this proposal and its included exhibits.
- PURCHASE PRICE:** \$7,902,097.90
- CLOSING DATE:** Within fifteen (15) days following the later of: (1) Architect's Certified Notice of Completion or (2) Developer's receipt of Certificate of Occupancy.
- DEVELOPER'S WORK:** Developer shall deliver a Turn-Key Premises according to the attached exhibits. Developer has budgeted \$150,000 for Furniture, Fixtures & Equipment ("FF&E") budget to be utilized at the direction of the City.



Letter of Intent continued



Lanoha Development Company

CONSTRUCTION SCHEDULE:

Developer estimates the construction schedule of the Premises to be eleven (11) months in duration, to commence in July 2015 and complete in May 2016 and to be preceded by purchase negotiation, design, bidding, entitlements and permitting.

Page | 2

AGENCY:

None.

PURCHASE AGREEMENT:

The Purchase Agreement (the "Agreement") shall be prepared by the Developer and reviewed by the City. Both parties shall use its best efforts to execute the Agreement by 02/04/15.

COMMENTS:

Except as described in Developer's Work above, Developer shall be responsible for all entitlements, fees, construction financing and any development activities required to deliver the Premises.

If the above elements are acceptable, please execute below and return one (1) copy to my attention at either 19111 West Center Road, Omaha, NE 68130 or via email at jlanoha@lanohadevelopment.com.

Sincerely,

Jason P. Lanoha
Lanoha Development Company

ACCEPTED:

City of Omaha

By: _____
Name, Title Date

City of Omaha, 19111 West Center Road, Omaha, NE 68130
www.cityofomaha.net | 402.274.3705

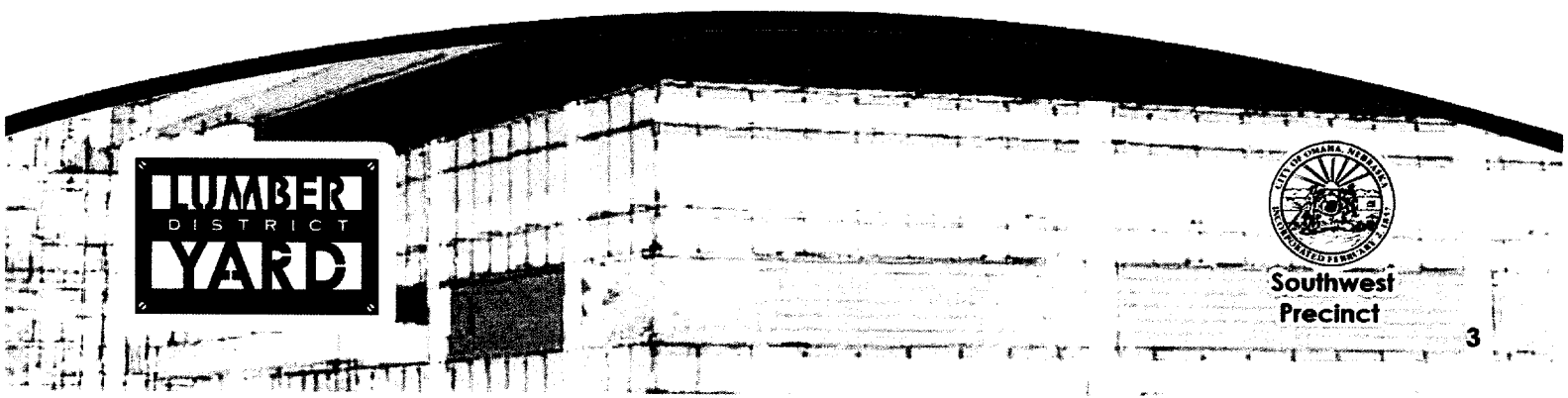


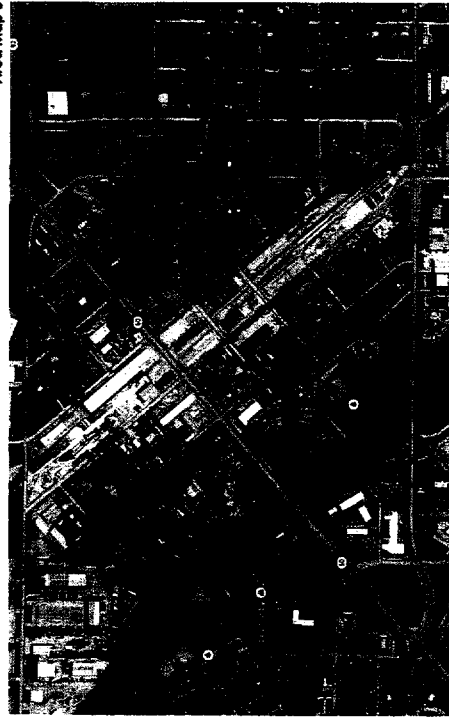
Exhibit 1a: Location Omaha, NE



Area Map 1



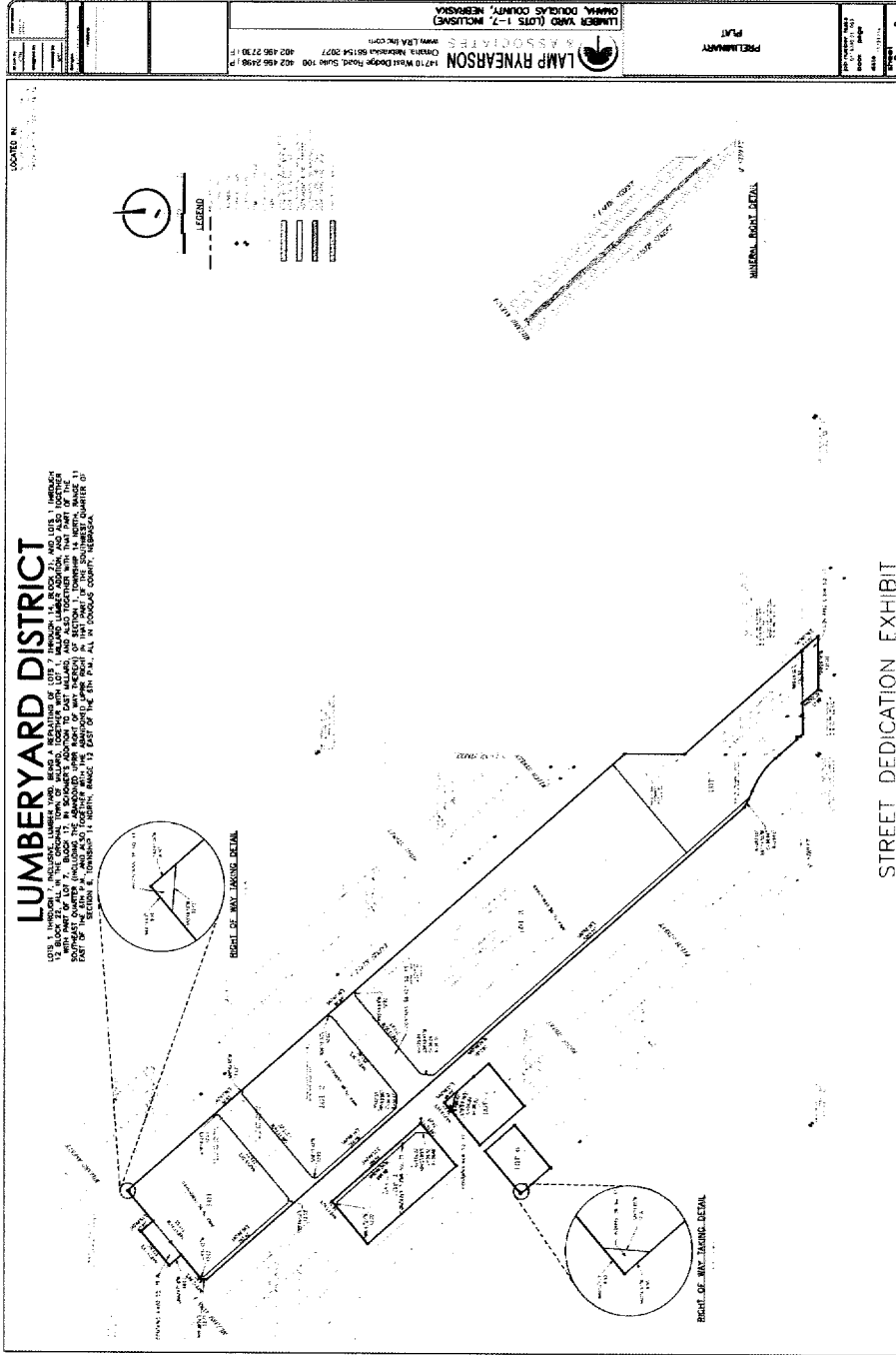
Area Map 2



Area Map 3



Exhibit 1b: Preliminary Plat



**Southwest
Precinct**



Exhibit 1c: Site Plan Lumberyard District Redevelopment

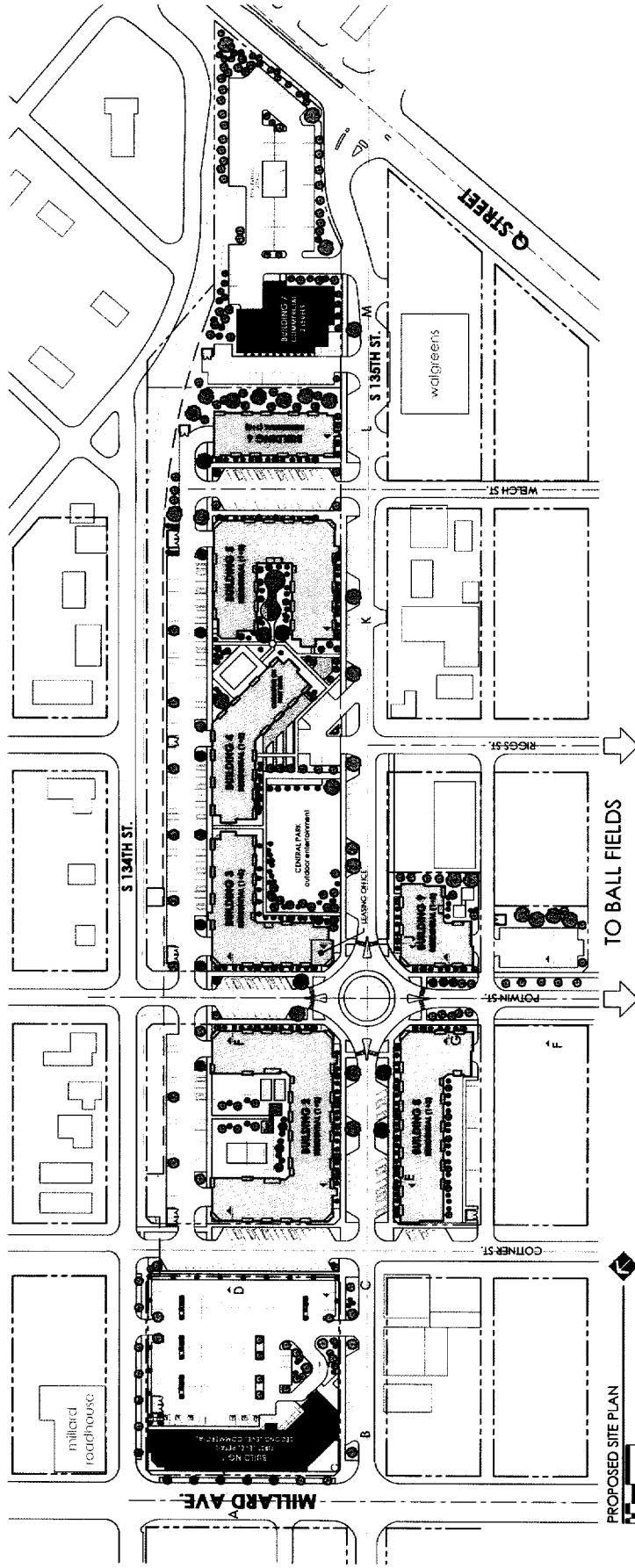


Exhibit 1d: Site Plan Southwest Precinct

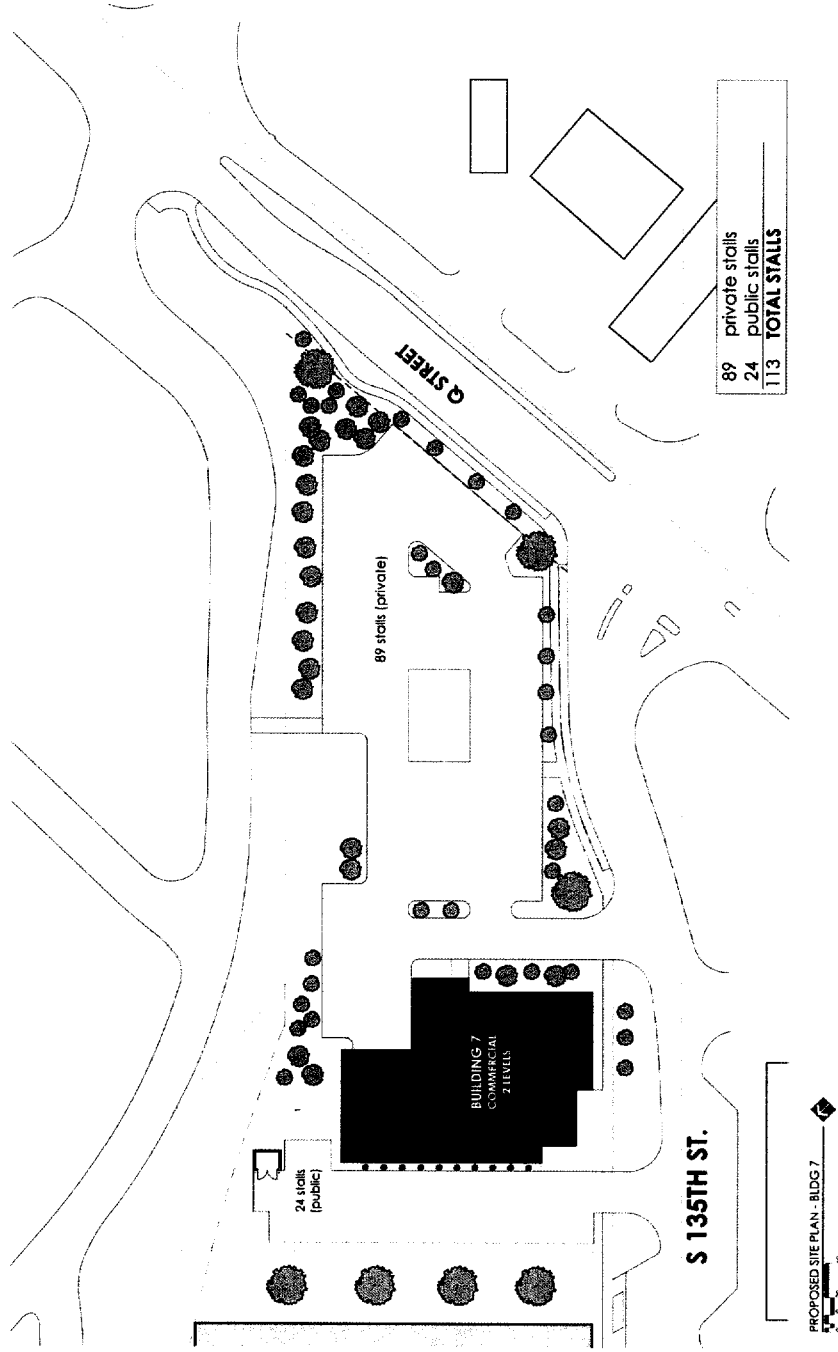


Exhibit 1e: Proposed Zoning Lumberyard District Redevelopment

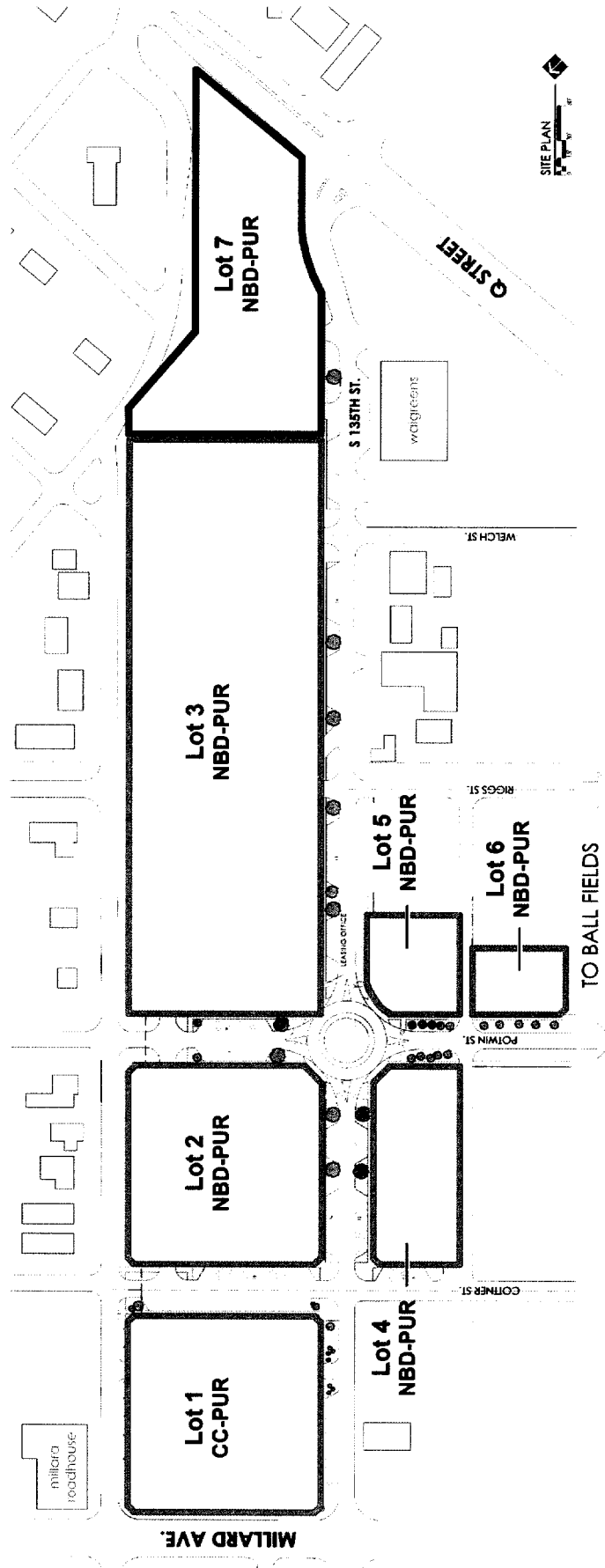


Exhibit 2a: Building Perspective

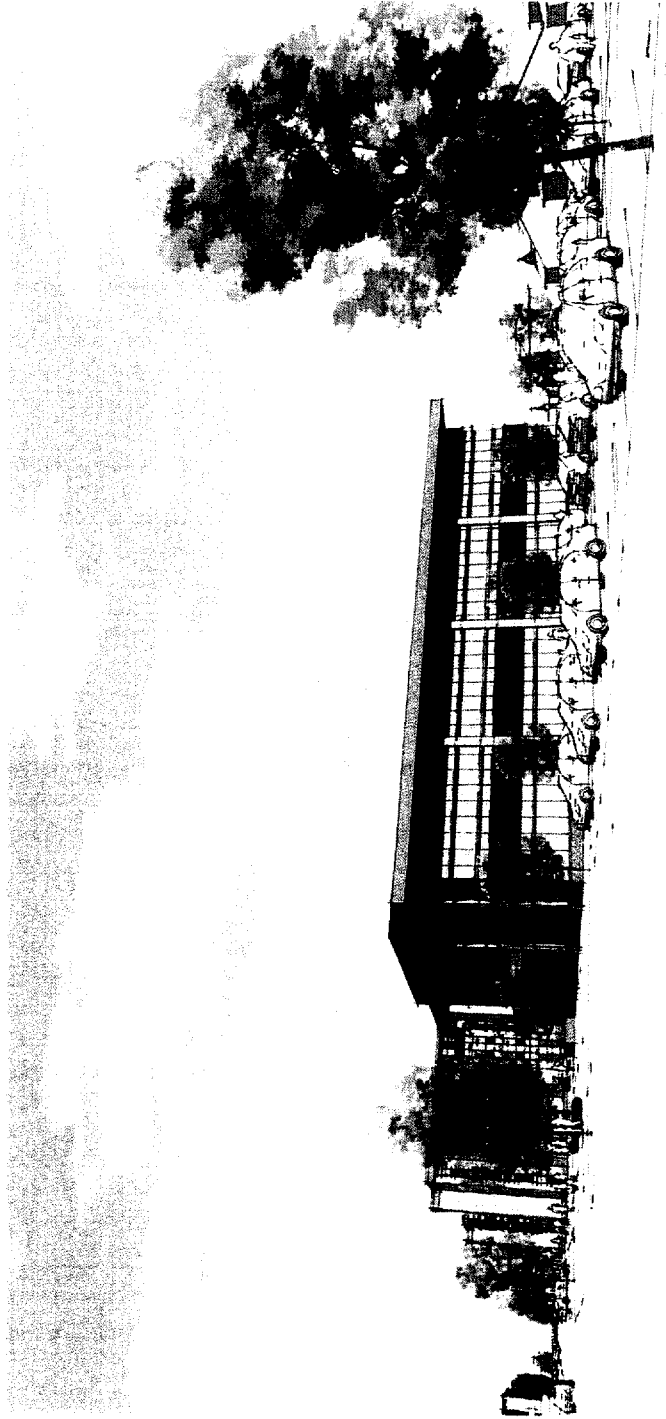


Exhibit 2a: Building Perspective continued

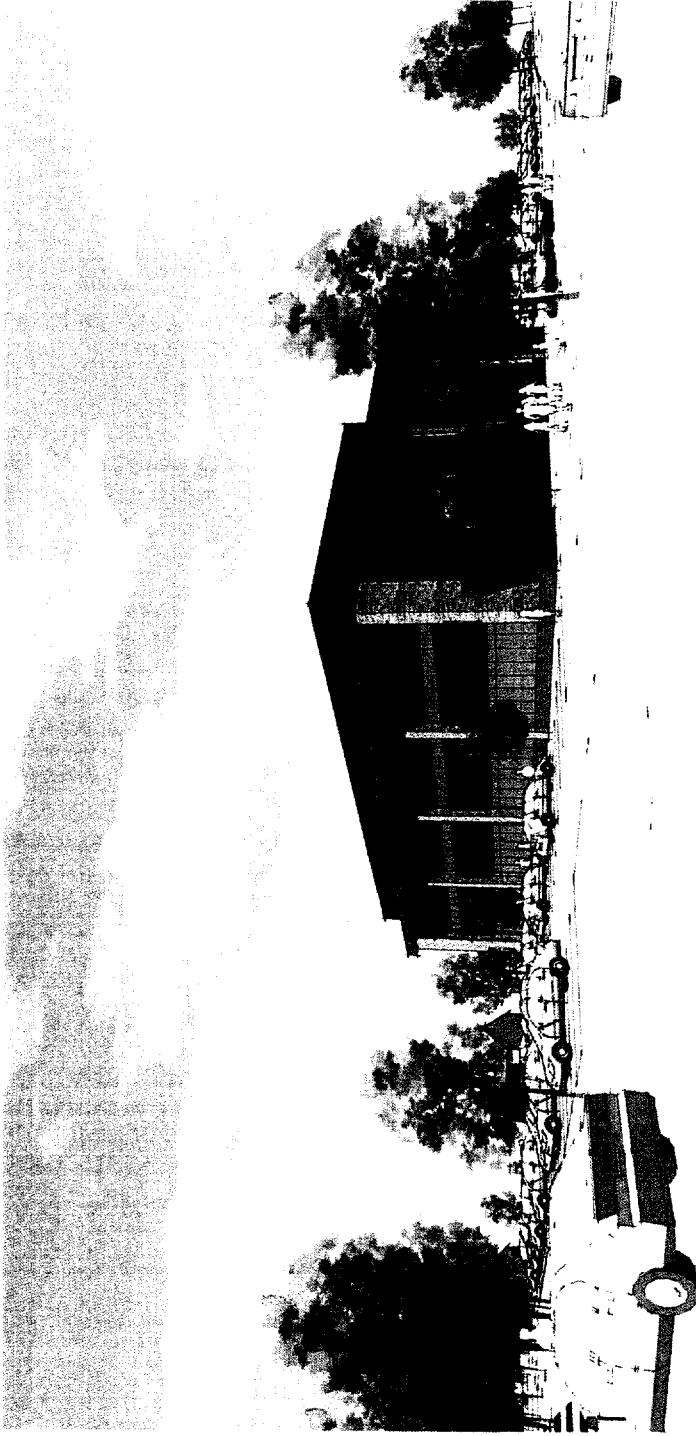


Exhibit 2b: Building Elevations

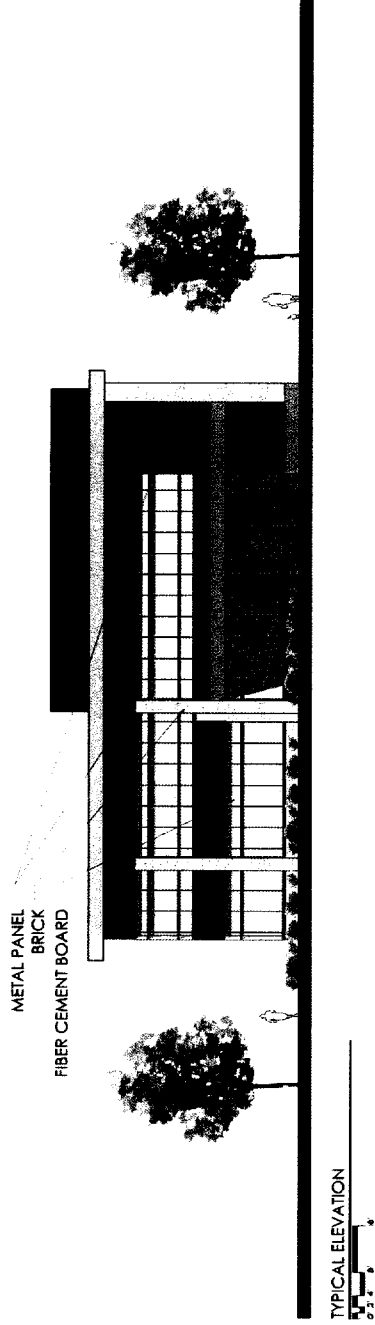
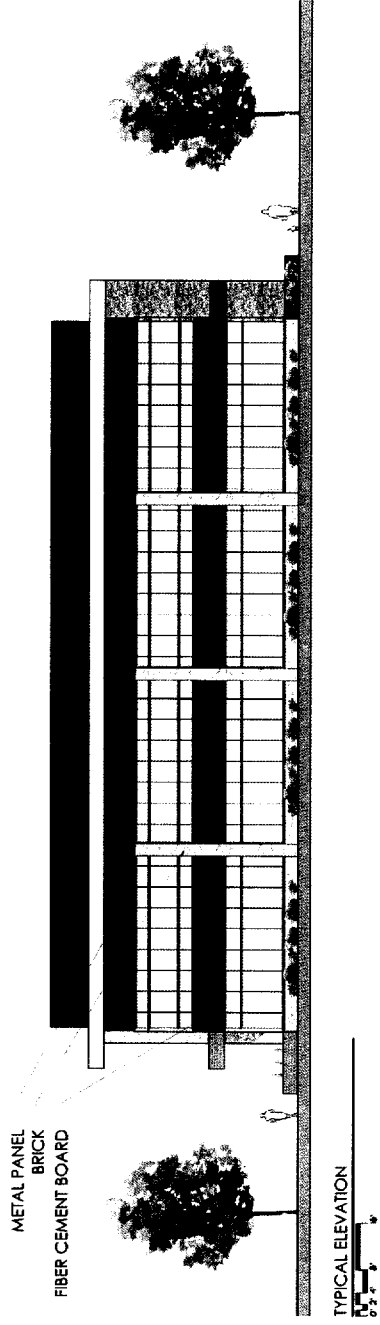
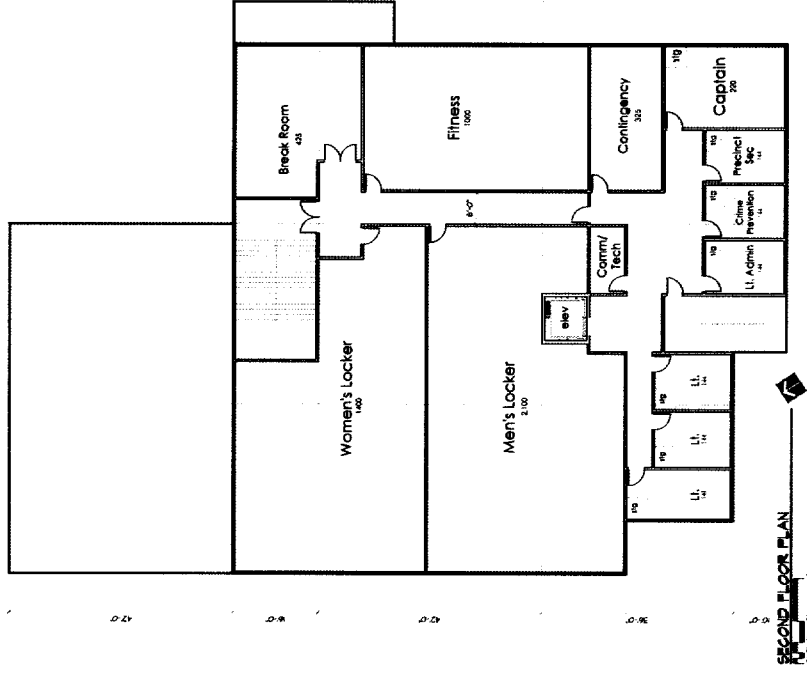
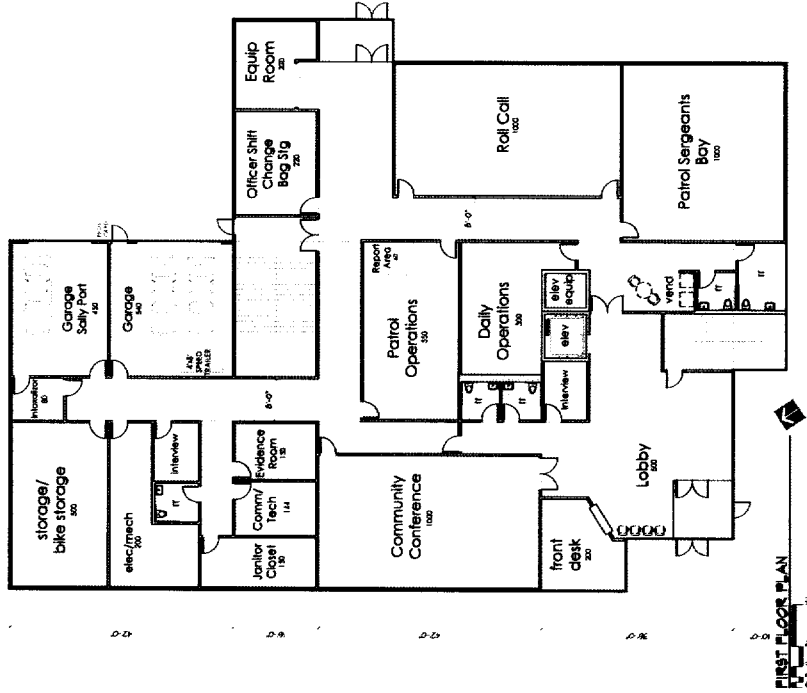


Exhibit 2c: Building Floor Plans



FIRST FLOOR 12,800 GSF
 SECOND FLOOR 9,800 GSF
 TOTAL 22,600 GSF



Southwest Precinct

Exhibit 2d: MEP Narrative



**Holland Basham Architects
Lumber Yard Redevelopment
Building 7 MEP SD Design Analysis
Omaha, NE**



**January 15, 2015
MEI Project #: 14424**



www.morrisseyengineering.com

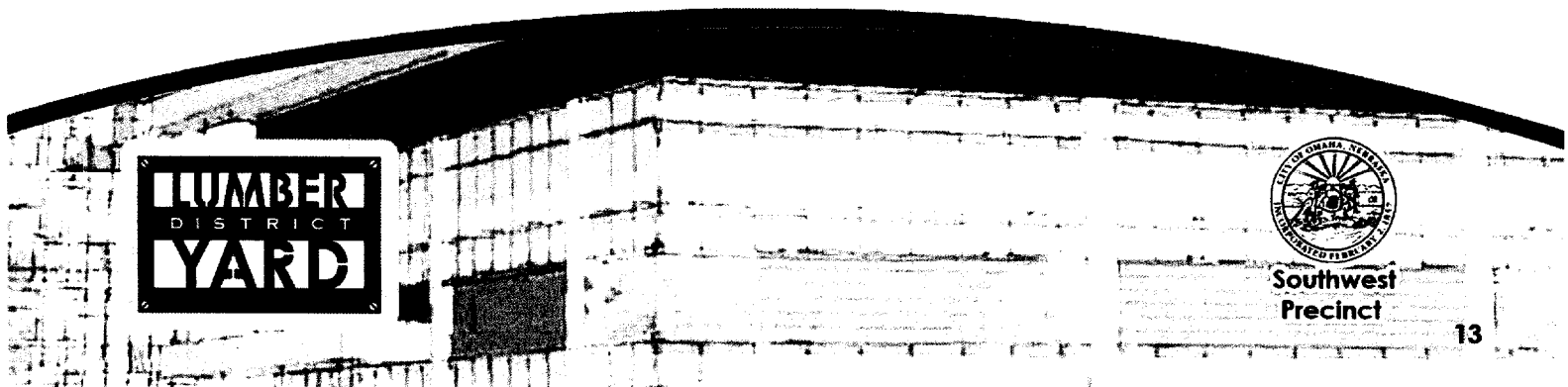


Exhibit 2d: MEP Narrative continued

PART 1 - MECHANICAL

I. APPLICABLE CODES

- A. The design of the mechanical systems for the building will conform to the following codes and standards:
1. International Mechanical Code - 2006
 2. Omaha Plumbing Code - 2010
 3. International Building Code - 2006
 4. International Fire Code
 5. International Energy Conservation Code - 2009
 6. ASHRAE Standards
 7. NFPA - 2002
 8. SMACNA HVAC Duct Construction Standards Metal and Flexible
 9. Americans with Disabilities Act Accessibility Guidelines

II. MECHANICAL DESIGN CONDITIONS/CRITERIA

- A. HVAC Capacity. Proposed equipment capacities are based on general rules of thumb. Exact equipment sizing may need to adjust as design progresses and detailed calculations are performed. HVAC capacity will be affected by building envelope design, especially window glazing properties and size of windows.
- B. HVAC capacity for Building 7 is based on 300 sq.ft. per ton of cooling

III. HEATING AND COOLING SYSTEMS

- A. Two options for heating and cooling systems are provided for alternative pricing.
- B. Option 1: Packaged rooftop air handling unit
1. Heating and cooling for the building shall be provided by two packaged rooftop air handling units with DX cooling and gas fired heat for morning warmup operation.
 2. One rooftop unit with energy recovery and supplemental DX cooling and gas heat shall serve the Men's Locker Room, the Women's Locker Room and the Fitness Area to meet the ventilation and recirculation requirements in the Mechanical Code. The Locker/Fitness air handling unit shall be approximately 15-ton capacity.
 3. One rooftop unit shall serve the rest of the building. This air handling unit shall be approximately 60-ton capacity.



Southwest
Precinct

Exhibit 2d: MEP Narrative continued

4. The 60-ton air handling unit shall have a variable speed supply air fan to provide conditioned supply air to VAV terminal units in cooling only zones and fan powered box terminal units with electric reheat in zones requiring heating.

5. A wall mounted thermostat shall be provided in each zone to control the applicable terminal unit. Approximately 20-25 zones will be provided.

C. Option 2. Air cooled VRF System.

1. Heating and cooling for the building shall be provided by a variable refrigerant flow system (Daikin, Mitsubishi or similar) with multiple indoor DX fan coil units connected to several air-to-air VRF heat pumps located on the roof. Each rooftop VRF heat pump shall serve multiple indoor fan coil units.

2. Indoor fan coil units shall be concealed, ducted, above-ceiling units or vertical units installed in closets. Each indoor fan coil unit shall be provided with an electric duct heater downstream of the supply fan to provide supplemental heating when the outdoor heat pump cannot provide sufficient heat.

3. Approximately (3) 20-ton, VRF rooftop mounted air-to-air heat pumps will provide heat rejection and heat addition to the VRF refrigerant system.

4. One rooftop unit with energy recovery and supplemental DX cooling and gas heat shall serve the Men's Locker Room, the Women's Locker Room and the Fitness Area to meet the ventilation and recirculation requirements in the Mechanical Code. The Locker/Fitness air handling unit shall be approximately 15-ton capacity.

5. A wall mounted thermostat shall be provided in each zone to control the applicable terminal unit. Approximately 20-25 zones will be provided.

IV. VENTILATION

A. Ventilation shall be provided by packaged rooftop mounted energy recovery units. Supplemental DX cooling and gas-fired heat will provide supplemental heating and cooling.

B. The Locker Rooms and Fitness Area will be heated and cooled by a dedicated energy recovery unit with supplemental heating and cooling to accommodate the high air exchange rate required by code.

V. HUMIDITY CONTROL

A. No specific humidification or dehumidification systems are required in this building. No humidifiers or dedicated dehumidification systems shall be provided.

VI. DUCT AND DUCT INSULATION

A. Ductwork shall be constructed per SMACNA standards utilizing galvanized duct.

B. Rectangular supply air duct shall be insulated with 1-1/2" acoustical duct liner (R-5). Round supply air duct shall be insulated with 2" thick mineral fiber duct wrap (R-5). Return air duct shall be insulated with 1-1/2" acoustical duct liner (R-5) per the requirements of the IECC.

C. Outdoor air ducts shall be insulated with 2" mineral fiber duct wrap (R-5).



Exhibit 2d: MEP Narrative continued

VII. HVAC CONTROLS

- A. Provide a central internet accessible computer controlled HVAC control system to allow the owner the ability to remotely control the HVAC equipment.

VIII. DOMESTIC WATER

- A. A 2-inch domestic water service and meter shall be provided for the building. The service entrance shall be installed per Metropolitan Utilities District and Omaha Plumbing Code requirements. Provide service with a high/low flow pressure regulator.
- B. Domestic hot and cold water piping shall be constructed of type L copper.
- C. Domestic cold, hot, and hot recirculating water shall be insulated with fiberglass pipe insulation.
- D. Domestic hot water shall be provided by two 100-gallon, 199 MBH, natural gas fired, high efficiency water heaters with PVC flue and combustion air ducted directly to the water heater using PVC piping. One water heater will be located on each floor.
- E. Provide a thermostatic high-low dual mixing valve wall mounted in a cabinet in the same room as the domestic hot water heater.

IX. SANITARY WASTE, VENT, AND STORM DRAINAGE

- A. Above ground sanitary waste, vent, and storm piping will be CISPI 301, hubless service weight piping with neoprene sleeves and stainless steel clamps. Below ground sanitary waste piping will be hub and spigot cast iron soil pipe with compression or lead and oakum fittings.

X. NATURAL GAS PIPING

- A. Provide a 2-psi natural gas service and meter to the building. Gas service shall be installed outside by Metropolitan Utilities District.
- B. Natural gas piping will be ASTM A53, schedule 40 black iron. 2" piping and smaller will be threaded, 2 1/2" piping and larger will be welded.

XI. FIRE PROTECTION

- A. Building shall be protected with NFPA 13 and AHJ approved wet pipe sprinkler system.
- B. Provide dry pipe sprinkler system in areas subject to freezing.
- C. Provide 4" fire service entrance in water service room. Provide necessary backflow prevention, valves and trim as required by NFPA and the authority having jurisdiction.
- D. Sprinkler heads in unfinished areas will be upright pendant. Sprinkler heads in finished areas shall be semi-recessed type.
- E. Provide fire department connection on exterior of building (to be verified with Fire Marshal).



Southwest
Precinct

Exhibit 2d: MEP Narrative continued

PART 2 - ELECTRICAL

I. APPLICABLE CODES

- A. The design of the electrical systems for the building will conform to the following codes and standards:
1. National Electrical Code - 2014
 2. International Building Code - 2006
 3. International Fire Code - 2006
 4. International Energy Conservation Code - 2009
 5. NFPA - 2002
 6. TIA/EIA Telecommunications Building Wiring Standards
 7. Americans with Disabilities Act Accessibility Guidelines
 8. IES Lighting Handbook – 10th Edition

II. ELECTRICAL MATERIALS

- A. Electrical Metallic Tubing (EMT) will be the primary raceway type used within the facility. PVC 40 will be used for underground installations. Rigid Galvanized Steel (RGS) will be used for exposed exterior work and where conduits are subject to damage.
- B. Minimum conduit size will be 1/2" for power wiring and 1" for telecommunication wiring.
- C. Conductors throughout the facility will be copper with insulation (except grounding electrode conductors will be bare copper). All conductors will be color coded.
- D. The minimum wire size shall be 12 AWG. All wire No. 12 and smaller to be solid, all No. 8 and larger shall be stranded.
- E. All service entrance and below grade feeders size 1 AWG and larger shall be type XHHW-2.
- F. All exterior and below grade feeders size 2 AWG and smaller and all branch circuit wiring shall be type THWN-2.
- G. All above grade interior wiring shall be THHN.
- H. Wiring devices will be gray, specification grade, 20-amp minimum and have stainless steel cover plates. Exterior receptacles will be ground fault type and provided with metallic weatherproof in-use covers.

III. ELECTRICAL SERVICE

- A. One 4" conduit will be provided from new OPPD pad mount transformer to the site for new primary service by OPPD.

LUMBERYARD BUILDING 7 MEP SD DA (MEI #14424)
JANUARY 15, 2015

4



Southwest
Precinct

Exhibit 2d: MEP Narrative continued

- B. CTs will be provided integral at the transformer. An OPPD meter system will be provided at the transformer.
- C. AIC rating of main service will be based on size of available fault current at the secondary side of the OPPD transformer. All electrical equipment will be series rated based on the fault current available at that location.

IV. NORMAL POWER DISTRIBUTION

- A. A new 1000 amp, 208Y/120 volt, 3 phase, 4 wire main distribution panel will be provided in the main mechanical/electrical room on the main floor. Surge suppression will be provided integral with the main distribution panel.
- B. The main distribution panel will serve power to the elevator, electric heat, parking lot lighting, and fitness equipment.
- C. Two of the panels will serve primarily mechanical equipment and lighting circuits. One of the panels will be located in the fitness room for equipment. The other two panels will be for general and computer power circuits. These two panels will be provided with integral surge protection.

V. EMERGENCY POWER DISTRIBUTION

- A. A new generator will be located on grade at the exterior of the building. Based on initial load estimates a 150 kW natural gas generator will be required. The generator will be installed in a weather proof sound attenuated enclosure.
- B. The main distribution panel will serve two new automatic transfer switches, one for life safety loads and one for optional standby loads.
- C. Life Safety Branch (Anticipated 100A ATS) loads:
 - 1. Exit and emergency lighting
 - 2. Fire Alarm
 - 3. Elevator panel serving cab lighting, sump pump, etc.
 - 4. ADA Doors
- D. Optional Standby Branch (Anticipated 600A ATS) loads:
 - 1. Building's main HVAC units.
 - 2. Current estimates include two panelboards adjacent to the main distribution panel and two panels on the upper level.
 - 3. Remainder of the building mechanical, lighting, and receptacle load.
- E. Dedicated automatic transfer switches and branch circuit wiring will be provided for life safety and optional standby loads.
- F. A generator control panel will be provided adjacent to the main distribution panel.

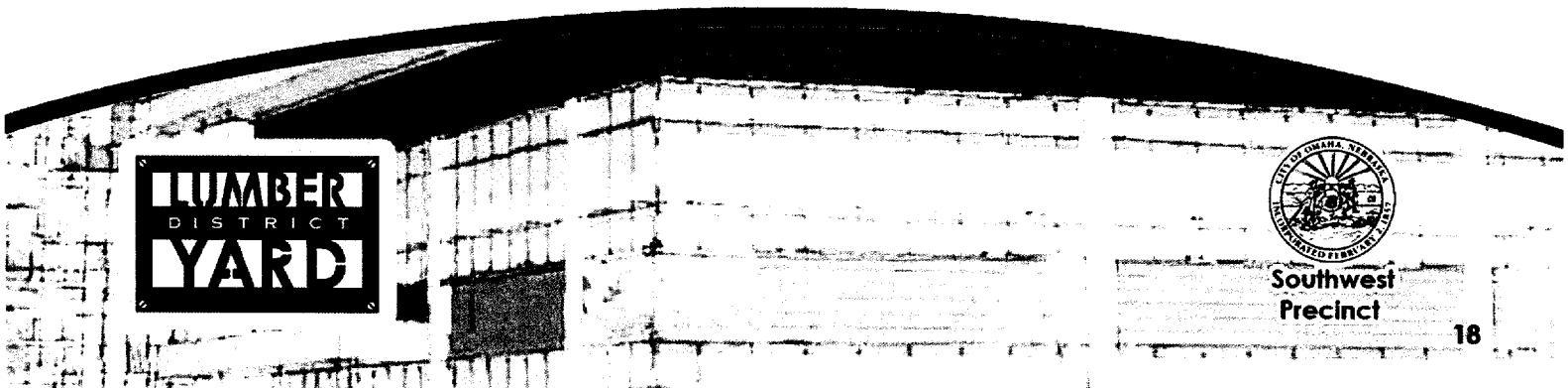


Exhibit 2d: MEP Narrative continued

- G. The life safety ATS and associated panelboard will be located in a separate room or installed minimum two times the required clearance away from the main service entrance.

VI. GROUNDING

- A. A minimum 25'-0" concrete encased #3/0 grounding electrode will be provided in the footing. The electrode will tie back to the main distribution panel.
- B. The water service, fire sprinkler service, gas service, and building steel will also tie into the new grounding electrode system.
- C. An insulated equipment grounding conductor will be installed in all feeder and branch circuits.

VII. LIGHTING

- A. Sources for lighting throughout the majority of the building will be LED.
- B. Recessed LED downlights will be provided in the vestibules, lobby, conference room, and garages.
- C. Remaining lighting throughout the building to be primarily 2x2 or 2x4 recessed LED troffers.
- D. Lighting in conference room to be provided with dimming and circuited in zones for pre-set lighting control scenes.
- E. Illumination levels in all areas will be designed to IES standards.
- F. Occupancy sensors will be provided in all meeting, office, restroom, locker room, fitness, break room, storage, and conference type spaces. Sensors will be provided in additional spaces as required per energy code.
- G. In spaces where occupancy sensors are not provided, a digital relay based lighting control system with integral astronomical timeclock will be provided to meet energy code.

VIII. EMERGENCY LIGHTING

- A. Emergency and exit lighting will be provided in accordance with NFPA requirements.
- B. Emergency and exit lighting will be connected to life safety power with emergency relays or transfer devices as required to automatically turn on during a power outage.
- C. Exterior emergency lighting will be provided at all exits. Illumination will be provided to the public way.

IX. SITE

- A. Exterior lighting will consist of a combination of building and pole mounted luminaires. Source for exterior lighting will be LED. Pole mounted luminaires for parking areas will be full cutoff and a maximum of 30'-0" in height. Lighting will be designed to IES standards and per City of Omaha Exterior Lighting Ordinance.
- B. Control of exterior luminaires will be via the digital relay lighting control system based on astronomical timeclock and photocell inputs.

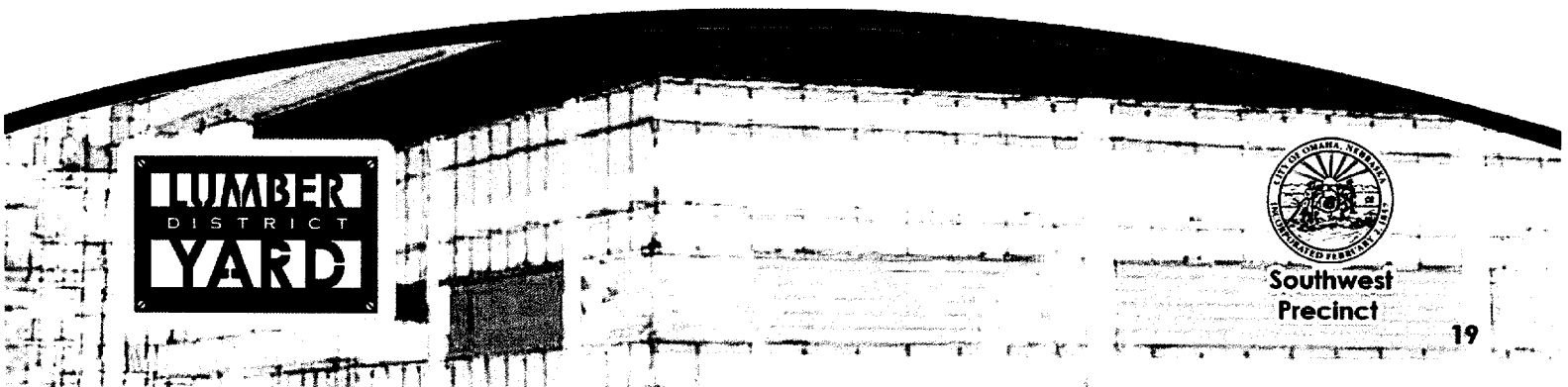


Exhibit 2d: MEP Narrative continued

- C. Three 4" conduits will be provided from the new data head end equipment room on the second floor to a new fiberglass telecommunications box on the site.
- X. FIRE ALARM SYSTEM**
- A. The facility will be equipped with a new intelligent microprocessor based addressable fire alarm system with voice evacuation. Notification and annunciation devices will be provided per applicable codes. Panel will be used for fire alarm and mass notification.
- B. All fire alarm system wiring will be installed in red color EMT conduit.
- C. Two dedicated Cat 3 copper phone lines will be ran to the fire alarm control panel.
- D. A new LCD remote annunciator panel will be mounted at the main fire department entrance to the building.
- E. Addressable fire alarm smoke detectors will be provided as required by code. Additional detectors will also be provided for elevator recall and HVAC shutdown.
- F. Fire/smoke dampers will be controlled from the fire alarm system.
- G. Addressable manual pull stations will be provided at each exit from the building, stair landings and no more than 200 feet apart along the path of egress.
- H. Combination audible/visual evacuation signals will be provided at all points along the path of egress, classrooms and other areas required by code. Audible evacuation signals will be voice evacuation type.
- I. Visual evacuation signals will be provided in additional areas required by code.
- J. Connections to the fire sprinkler system and elevators will be provided accordingly.
- XI. MASS NOTIFICATION SYSTEM**
- A. Mass notification capabilities will be provided via the fire alarm control system.
- XII. SECURITY SYSTEM**
- A. Conduit rough-in will be provided for card access control equipment at all exterior doors, data room and parking garage stalls.
- B. Rough-in will include a flush steel, 4" square, minimum 2 1/8" deep junction box with single gang plaster ring and 3/4" conduit to nearest cable tray for card reader or keypad. Rough-in to also include 3/4" conduit stubbed from door frame to nearest cable tray for magnetic lock, door position switch, electric strike, etc.
- C. Rough-in will be provided as directed for CCTV security system cameras throughout the building interior, exterior, and parking lot as directed.
- XIII. TELECOMMUNICATIONS ROUGH-IN**
- A. A complete rough-in/pathway system will be provided for telecommunication cabling. The design will be based on EIA/TIA - 539: Commercial Building Standards for Telecommunications Pathways and Spaces.



Southwest
Precinct

Exhibit 2d: MEP Narrative continued

- B. A building wide telecommunication grounding system will be provided. The design will be based on EIA/TIA – 607: Commercial Building Grounding and Bonding Requirements for Telecommunications.
- C. There will be one data closet located on each floor. 4" conduit sleeves will be provided through the floor between the two data rooms for backbone cabling. In the lower level closet, three 4" conduits will be provided to the site for service provider utilities.
- D. Cable tray will be provided above accessible ceiling in a square pattern above the main circulation corridor on the first floor, down the corridor outside of the offices on the second floor, and around the perimeter of the data room. Cable tray will be wire basket type.
- E. Building structure and J-hooks will be provided to support cable outside of cable tray.
- F. Rough-in for data and telephone outlets in walls will consist of a flush steel, 4-11/16", minimum 2 1/8" deep junction box with single gang plaster ring and 1" conduit to above accessible ceiling or to nearest cable tray or data closet.

XIV. TELECOMMUNICATIONS CABLING

- A. A complete telecommunication Category 6 cabling system will be provided in accordance with TIA/EIA standards.
- B. Two 2-post data racks and associated patch panels and cable management will be provided in the data room.
- C. Specifications will call out for installation, labeling, and testing requirements.
- D. Wireless access points will be provided throughout the building – anticipating two access points per floor.

XV. AV SYSTEMS

- A. Rough-in, power, and low voltage cabling will be provided for several LCD TVs throughout the building. Anticipated TV locations include Lobby, Conference Room, Operations area, and Fitness Room.
- B. Rough-in for each TV to include a FSR PWB-100 flat panel display wall box, power, data cable and coax cable routed back to data room, and HDMI cable routed from TV to input location.

XVI. LIGHTNING PROTECTION SYSTEM

- A. Since only a 2-story office building, a lightning protection system will not be provided.

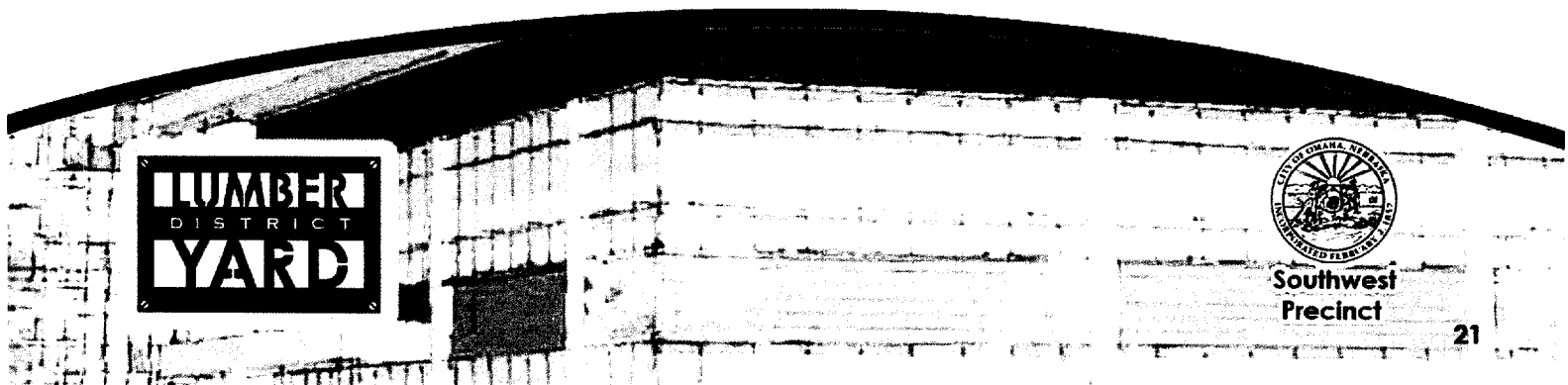


Exhibit 2e: Structural Narrative

**Lumber Yard District
Omaha, NE**

Structural Narrative

NIELSEN-BAUMERT ENGINEERING, INC.

Structural Engineering Analysis and Design

COMMERCIAL AND RETAIL BUILDINGS

Overview

This document describes the structural building systems for the proposed commercial buildings for the Lumber Yard District project located at the former Millard Lumber site in Omaha, Nebraska.

Structural Standards

- The design of the structural systems shall conform to the 2006 IBC (as amended by the City of Omaha) and ASCE 7-05 as referenced therein.
- The structure will be designed to meet Occupancy Category II criteria as defined in the 2006 IBC.
- The design wind load shall utilize a design wind speed of 90 mph and Importance Factor, I_w of 1.0.
- Seismic loads shall utilize local Site Classifications (Site Class D) and Design Coefficients ($S_{DS}=0.126$, $S_{D1}=0.067$) per IBC and an Importance Factor I_e of 1.0.
- Design snow loads shall utilize a flat roof superimposed live load of 30 psf and an Importance Factor I_s of 1.0. Additional snowdrift loads will be applied in specific areas, as applicable.
- The elevated floors will be designed for a superimposed live load of 75 psf. Corridors above the First Floor shall be designed for a superimposed live load of 80 psf as required by IBC 2006. Stairs, exit ways, etc. shall be designed for a superimposed floor loading of 100 psf as required by IBC 2006. A 15 psf partition load will be applied to applicable floor areas in accordance with IBC 2006. Reductions in superimposed floor live load will be applied to steel girders, columns and foundation elements, as applicable.
- Two - 2 story buildings are anticipated. Building space will consist primarily of Retail and Office space and associated functions.

January 7, 2015

Structural Design Narrative

1

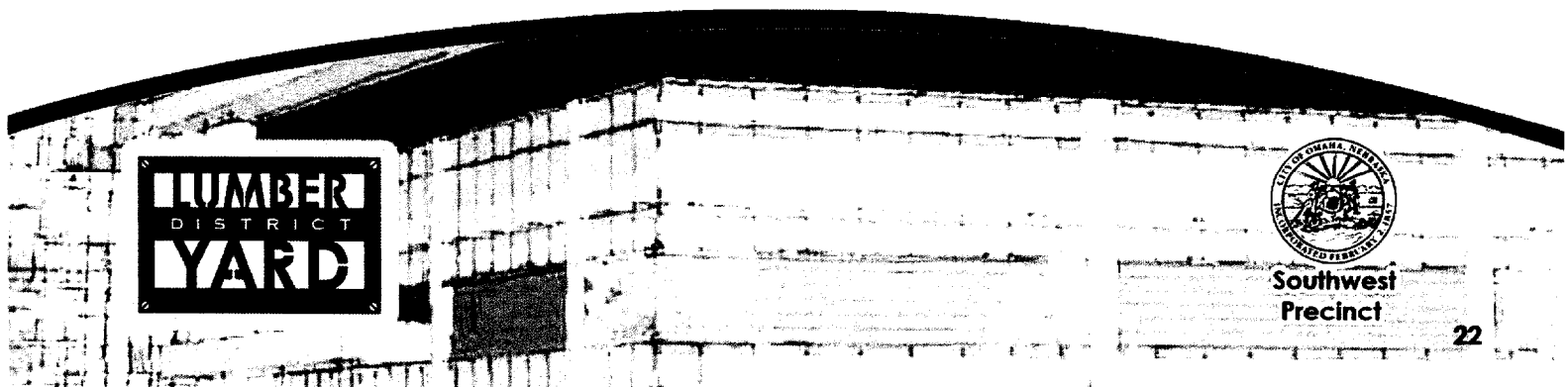


Exhibit 2e: Structural Narrative continued

**Lumber Yard District
Omaha, NE**

Structural Narrative

NIELSEN-BAUMERT ENGINEERING, INC.
Structural Engineering Analysis and Design

Building Foundations

A Preliminary Geotechnical Engineering Report has been submitted by Terracon Consultants, Inc., dated June 12, 2014. Medium to soft soils underlay the site to a depth of approximately 50 feet. Based on this Report, and a maximum estimated interior column load of approximately 250 kips, it is anticipated that primary foundation elements will consist of concrete spread footings bearing on a Rammed-Aggregate Pier (RAP) system or a deep foundation system. Estimated maximum anticipated bearing pressure, using the RAP system, are on the order of 2,500 psf to 3,000 psf. Surcharging of the site may be necessary prior to installation of any foundations to control building settlement.

Structural System Description

Roof Framing will consist of 3-inch deep, 22-gage painted roof deck spanning between steel roof beams. Steel roof beams will typically be at a maximum spacing of 10'-0" on-center unless roof plate outline dictates other spacing. Use of 1 1/2-inch deep painted roof deck with open web bar joists will be considered if compatible with roof loads and building layout. Open Web joists, if utilized, will typically be spaced at a maximum of 6'-0" on-center.

Second Floor framing will consist of 3-inch deep 20-gage composite galvanized steel deck with 3-inches or 3 1/2-inches of normal-weight concrete fill (depending on required floor fire rating) spanning between composite steel beams. Steel beams will typically be spaced at a maximum of 10'-0" on-center, unless the floor plate outline dictates other spacing.

Slab-on-grade floors at the lower level will be 4-inches thick.

January 7, 2015

Structural Design Narrative

2

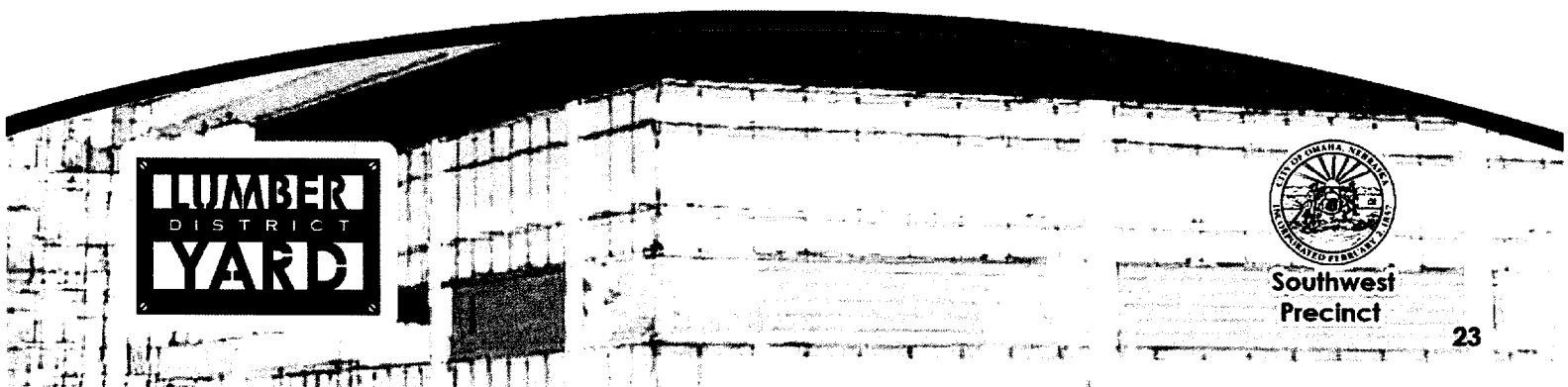


Exhibit 2e: Structural Narrative continued

**Lumber Yard District
Omaha, NE**

Structural Narrative

NIELSEN-BAUMERT ENGINEERING, INC.

Structural Engineering Analysis and Design

The Lateral Load System for the Building

Lateral wind/seismic forces will be resisted using a combination of 8" thick concrete shear walls around restroom areas and stair shafts and steel braced frames placed where compatible with the building function.

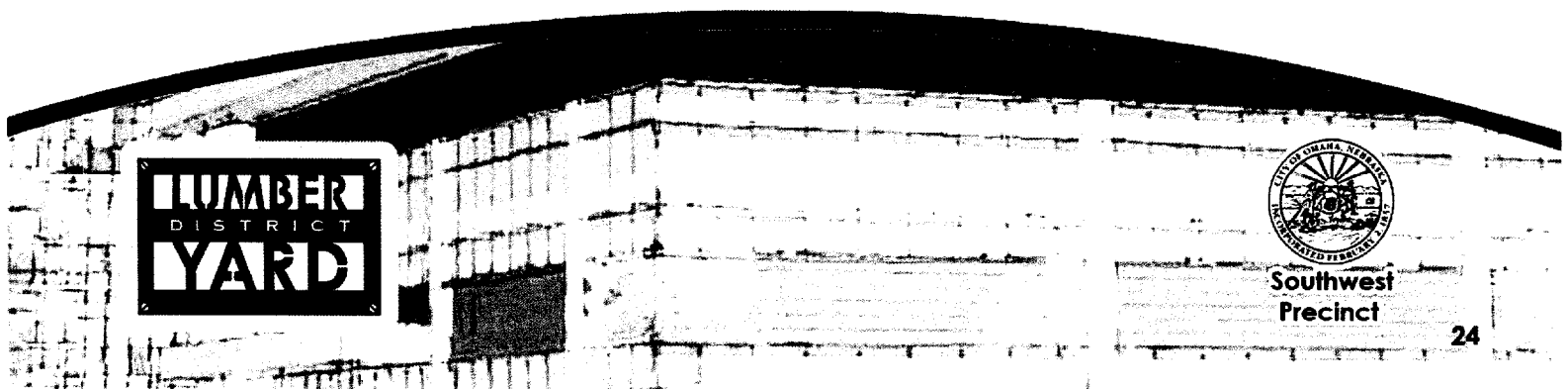


Exhibit 3a: Project City Programming (initial)

City of Omaha
Southwest Public Facilities - Police

Description	Largest Shift	Shift Change	Total Staff	Quantity	Area	Total
Southwest Precinct Station						
Public						
Vestibule				1	64	64
Lobby				1	480	480
Reception		1	1	1	195	195
Restrooms				1	300	300
Community Conference Room				1	1,000	1,000
Community Conference Storage/Coffee				1	300	300
Subtotal		1	1			2,779
Administration						
Captain	1	1	1	1	270	270
Captain Closet				1	12	12
Shift LT	1	2	3	3	144	432
LT Closet				3	37	36
Admin SGT	1	1	1	1	144	144
Precinct Secretary	1	1	1	1	144	144
Subtotal	4	5	6			984
Operations						
Crime Prevention Specialist	1	1	1	1	144	144
Supply				1	150	150
Patrol Sargeants Bay	2	4	9	1	900	900
Role Call Room				1	900	900
Patrol Operations - Officers Mail/Report Room	20	45	90	1	550	550
Bully Operations				1	300	300
Equipment Room				1	220	220
Radio/Battery Room (OH Equipment)				1	16	16
Report (Form) Area along Patrol Operations				1	60	60
Contingency (Need and Seed Detectives)				1	325	325
Interview Rooms				2	80	160
Restroom (Interview/processing)				1	64	64
Evidence Room				1	150	150
Intake/Issue Room				1	80	80
Officer Shift Change Bag Storage				1	200	200
Communications/Technology				1	144	144
Break Room				1	425	425
Storage				1	300	300
Subtotal	23	50	100			5,868
Lockers						
Flora's				1	300	300
Men's Locker				150	24	2,100
Women's Locker				150	24	2,100
Subtotal						4,400
Sally Port						
Garage				1	540	540
Garage Sally Port				1	450	450
Janitor Closet				1	150	150
Bicycle Maintenance/Storage				1	240	240
Subtotal						1,380
Total	27	64	107			14,781
					Efficiency	71%
					Grand Total	15,988
Other Agency						
DeSoto County Officers	2	3	3	3	36	308
Other Agency	3	3	3	3	36	308
Total	5	6	6			716
					Efficiency	65%
					Grand Total	331
Total Building GSF	32	62	113			30,238

	Master Plan
Public Parking	
Public Vehicles	15
Secure Parking	
POV (Officers and staff private owned vehicles)	62
GOV (City of Omaha, government owned vehicles)	40
CIL (Crime Investigation Bureau)	12
SRO (School Resource Officers)	6
Other Agency	4
Total Secure Parking	134

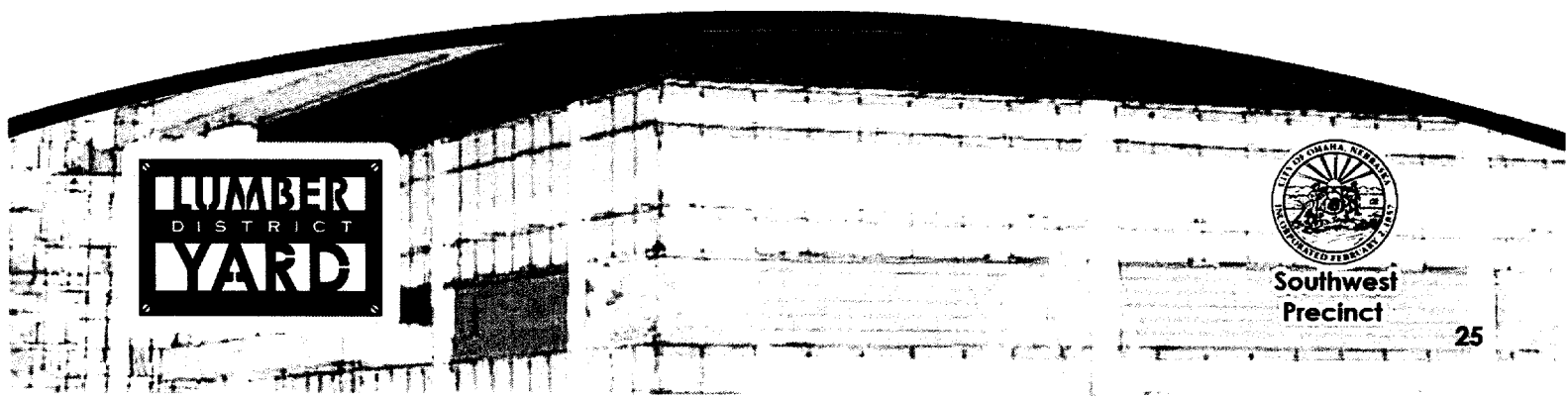


Exhibit 3b: Site Paving

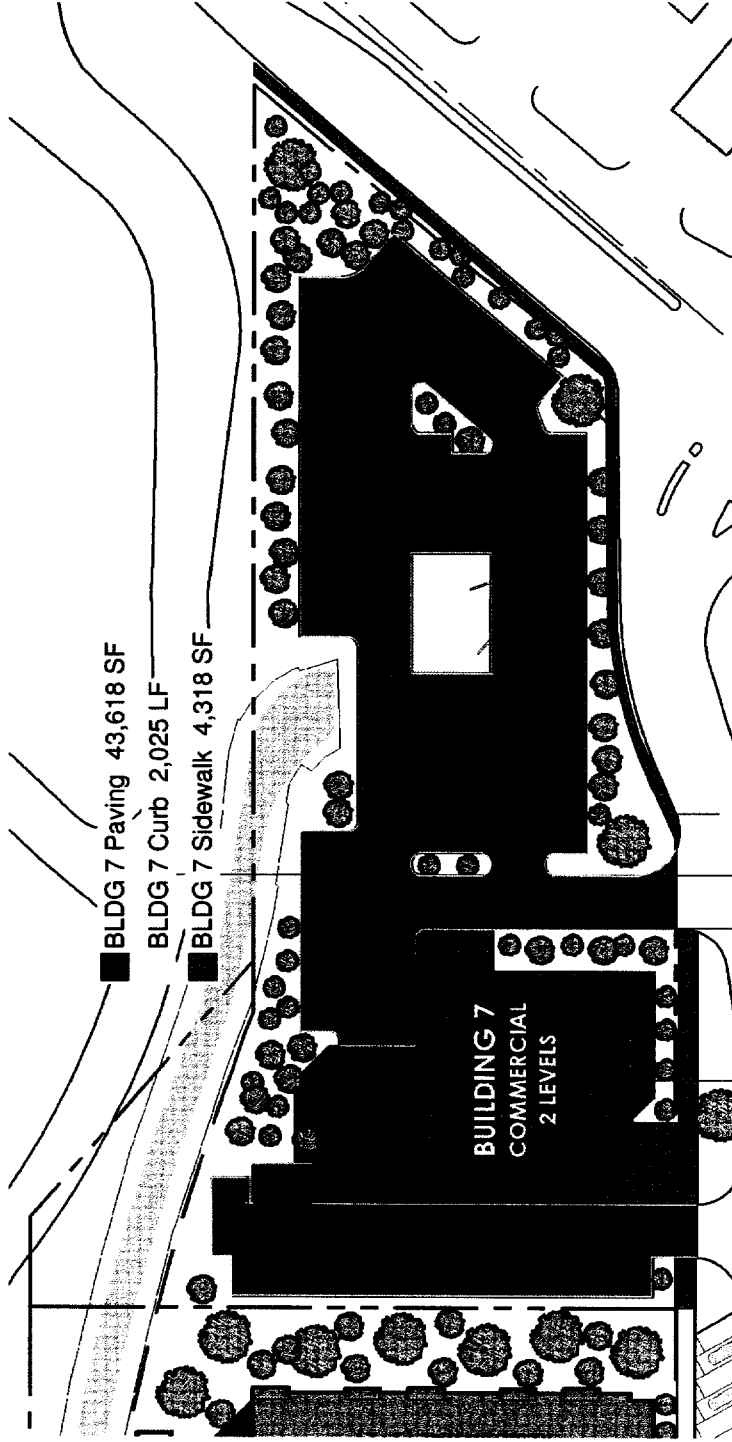


Exhibit 3c: Exterior Façade

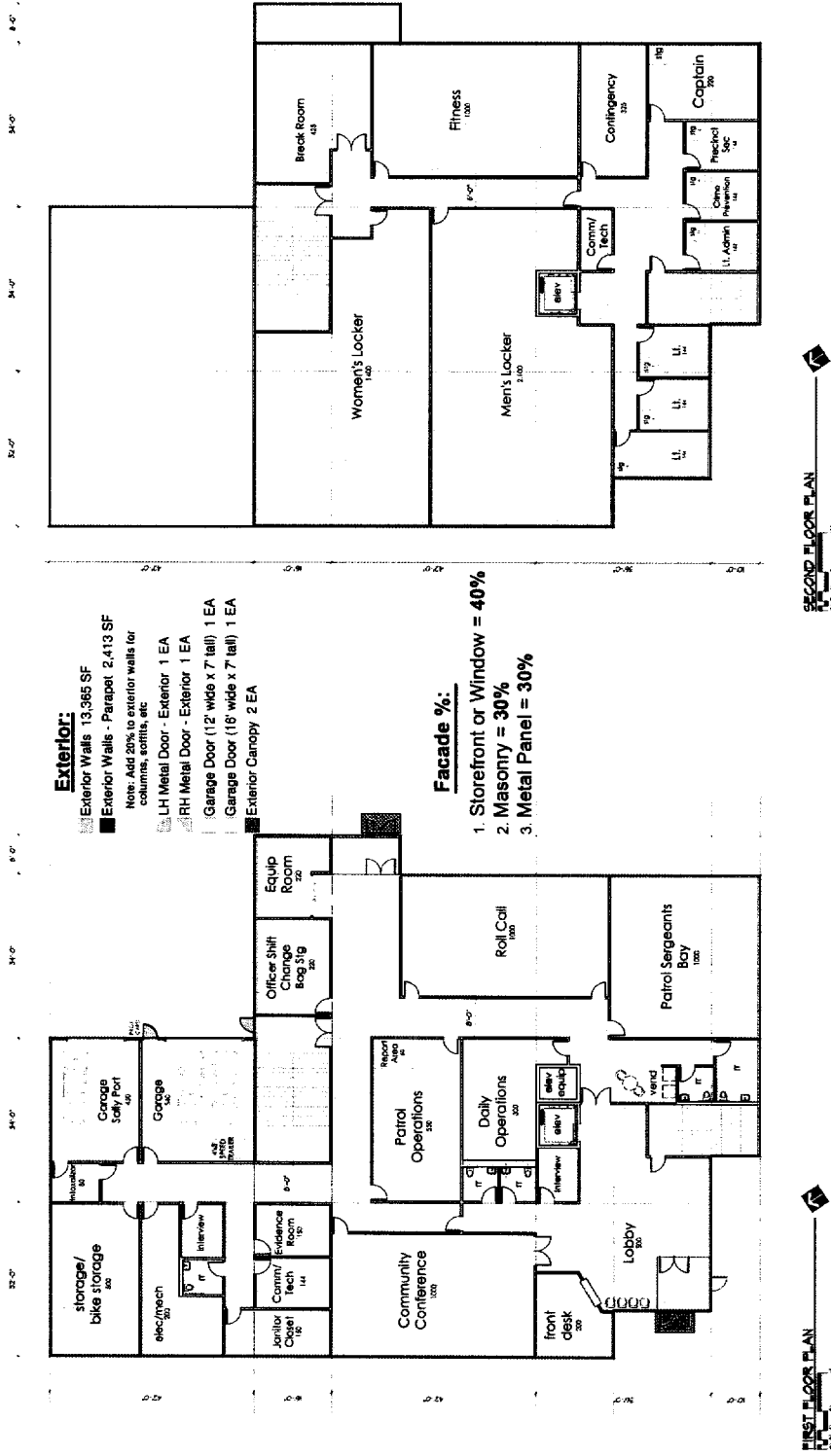
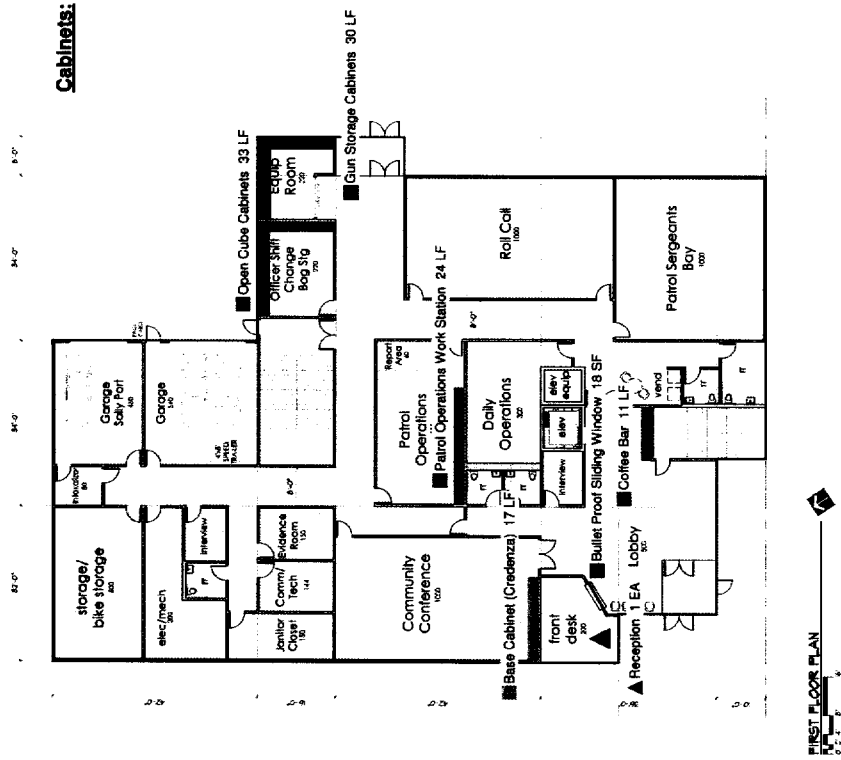
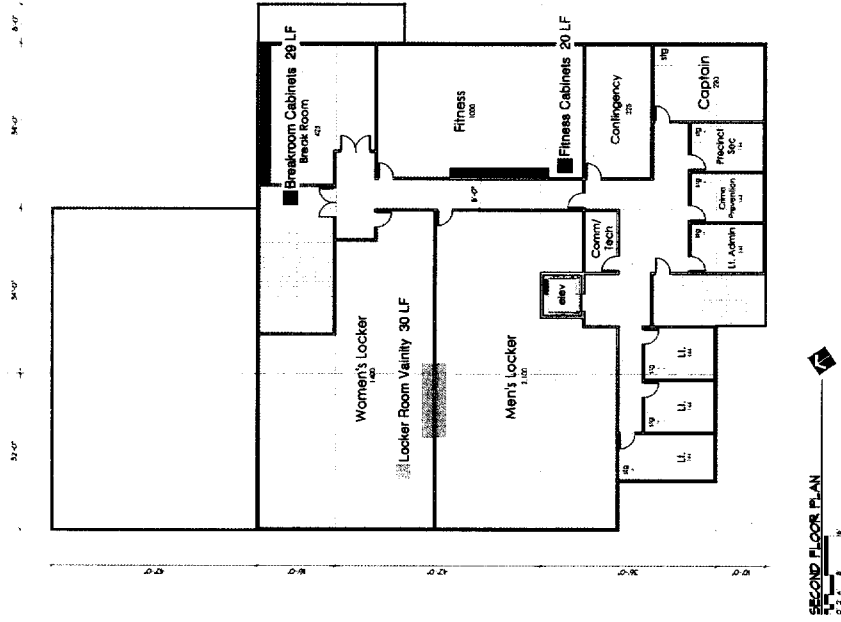


Exhibit 3d: Interior Casework and Cabinetry



Cabinets:



Exhibit 3e: Interior Ceilings

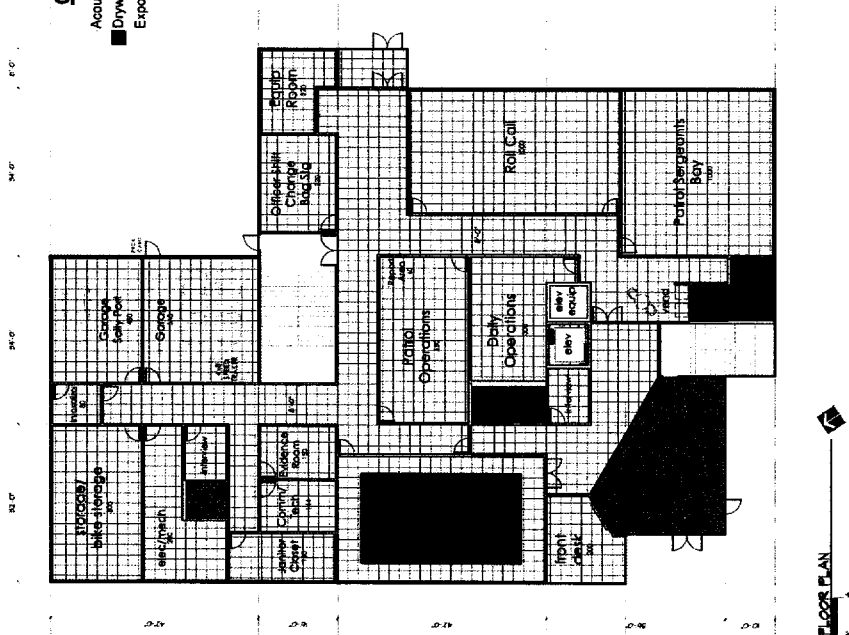
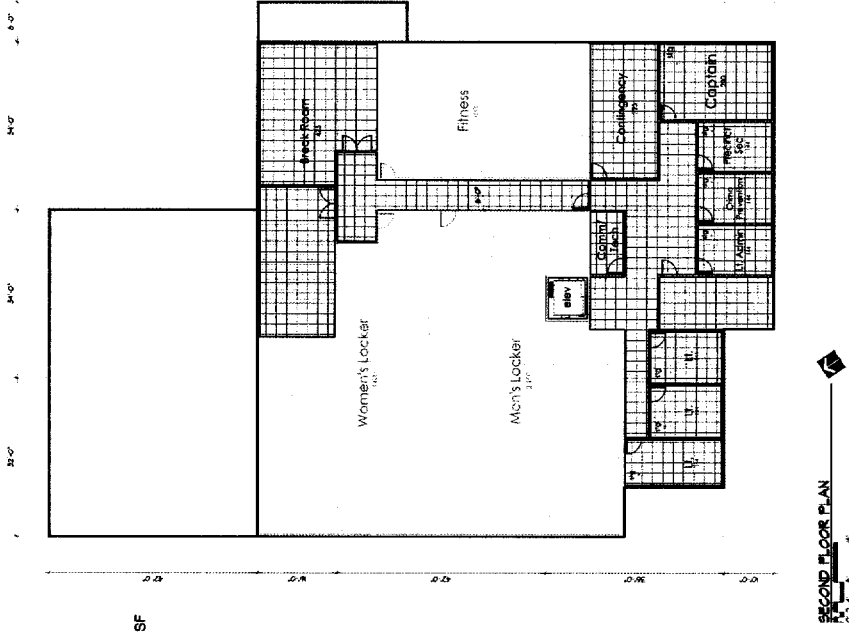


Exhibit 3f: Interior Flooring

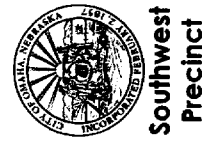
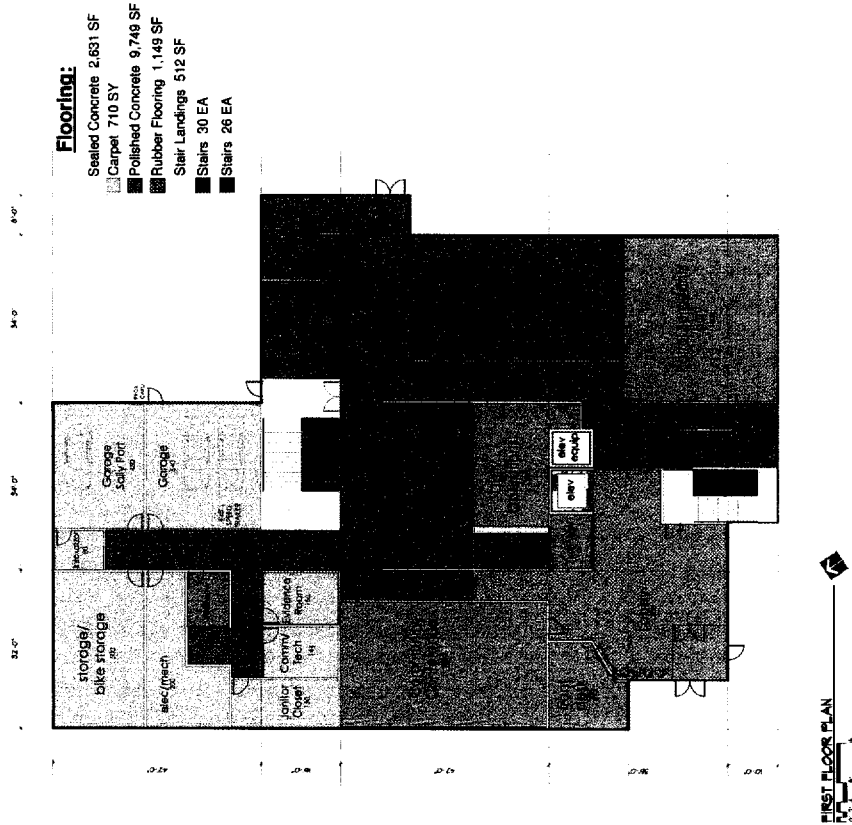


Exhibit 3g: Interior Concrete



FIRST FLOOR PLAN

SECOND FLOOR PLAN

- BLDG 7 SOG 12,729 SF
- BLDG 7 S.O.D. 9,358 SF
- BLDG 7 Stairs 363 LF



Exhibit 3h: Interior Wall Treatments

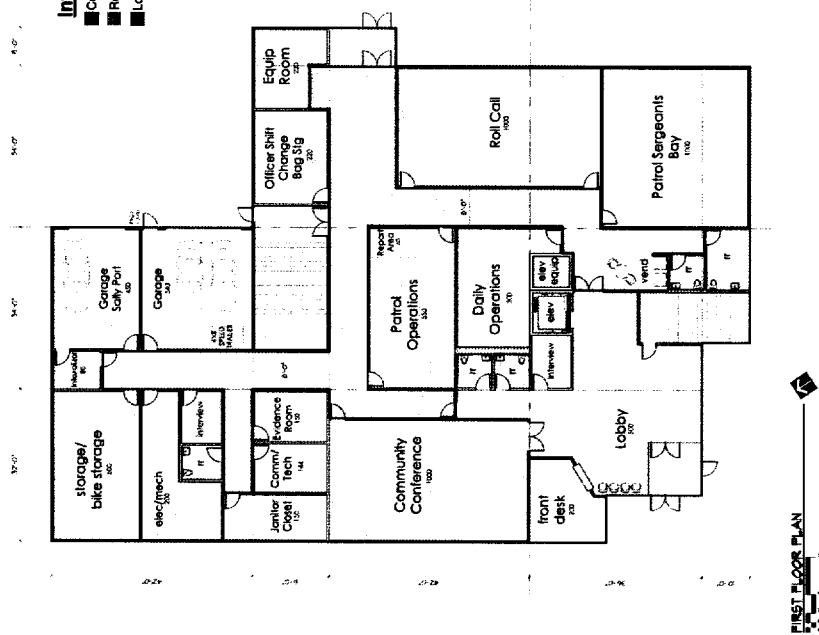
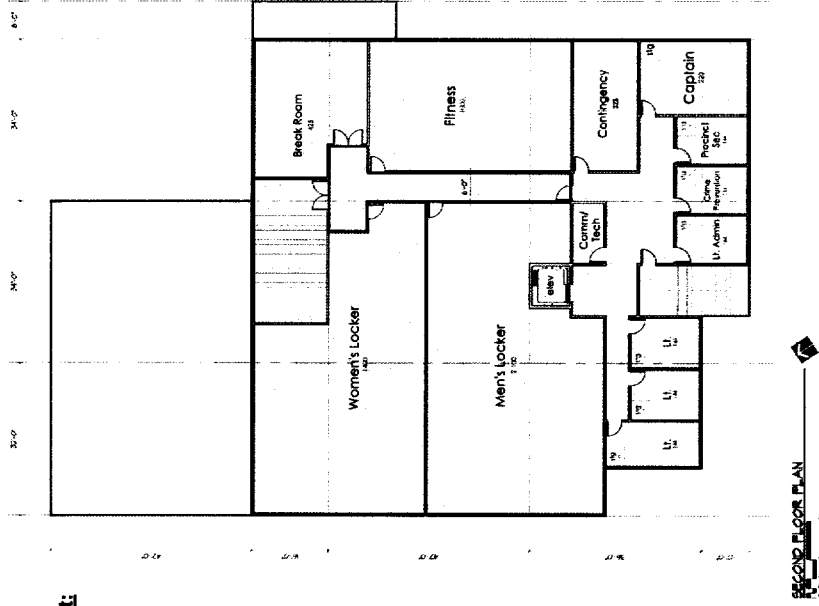
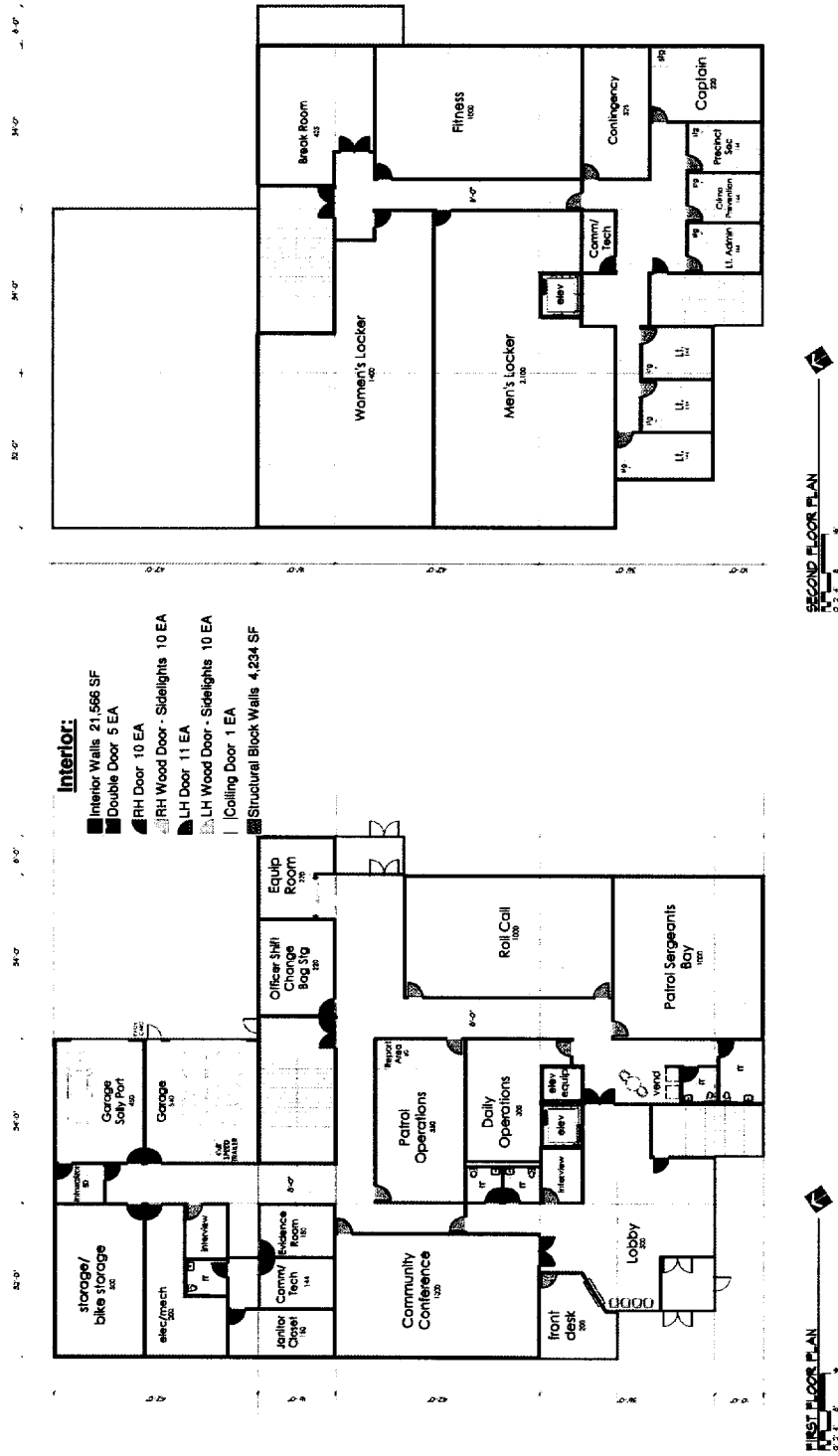


Exhibit 31: Interior Walls and Doors



Southwest Precinct



Exhibit 3j: Additional Budget Information

Code	Description	Comments
2.760	Landscaping	\$30,000 allowance; Lanoha Nurseries
2.770	Irrigation	\$10,000 allowance
4.200	Unit Masonry	
	Exterior Veneer	Assumes 1/3 Arriscraft and 2/3 brick
	Perimeter Masonry	8" cmu block or 6" CIP stem wall
	Structural Shaft Walls	8" reinforced cmu walls; elevator and large stair tower are block
6.410	Casework/Cabinetry	
	Break Room Cabinets	P-lam cabinets; solid surface top
	Public Meeting Room Cabinetry	P-lam base cabinet with solid surface top
	Reception Area	Plug for receptionist built-ins
	Lobby Coffee Bar	P-lam base cabinet with solid surface top
	Locker Room Vanity	Solid Surface or granite w/integral bowls; supports; backsplashes/aprons
	Fitness Room Cabinet	Base cabinets with p-lam countertops
	Shift Change Room Cabinet	Lockable storage cabinets
	Gun Storage Cabinet	Lockable storage cabinets
	Patrol Operations Cabinet	Base cabinets and p-lam countertops
7.240	Architectural Metal Panels	Berridge panels
7.530	Elastomeric Roofing	
	EPDM Roofing	60 mil fully adhered, R-30 with flashings
8.800	Glass	
	Window	Standard aluminum frame color
	Mirrors	544 sf for Fitness Room and Restrooms
9.100	MS Frmg/Drywall/Ceilings	
	Corridor Wainscot	4' tall wainscot in all corridors
	Acoustical Ceilings	Tile and standard grid; \$3.00 psf allowance

Exhibit 3j: Additional Budget Information continued

Code	Description	Comments
9.680	Floor Coverings	
	Sealed Concrete	Clear sealer only; \$1.00 psf allowance
	Carpet Tile	\$35 psy allowance (L&M)
	Vinyl Base	VB throughout; standard material
	Polished Concrete	\$4.00 psf allowance
	Porcelain Wall Tile	\$12.00 psf allowance (L&M); 1st floor Restrooms and Locker Rooms
	Rubber Flooring	\$10.00 psf allowance (L&M)
	Stairs	Rubber treads and landings
10.100	Specialties	
	Toilet Accessories	\$12,000 allowance
	Marker Boards	\$12,000 allowance
	Window Blinds	\$18,000 allowance
	Interior Signage	\$5,000 allowance
	FF&E Allowance	\$150,000 allowance
10.400	Elevators	2-stop elevator with upgraded finishes
15.611	HVAC	Option #1 per MEP Narrative
16.111	Electrical	
	Interior Finish Allowance	Assumes LED light fixtures
	Generator Allowance	\$125,000 allowance - sufficient for core activities

Exhibit 4: Construction Schedule Critical Path

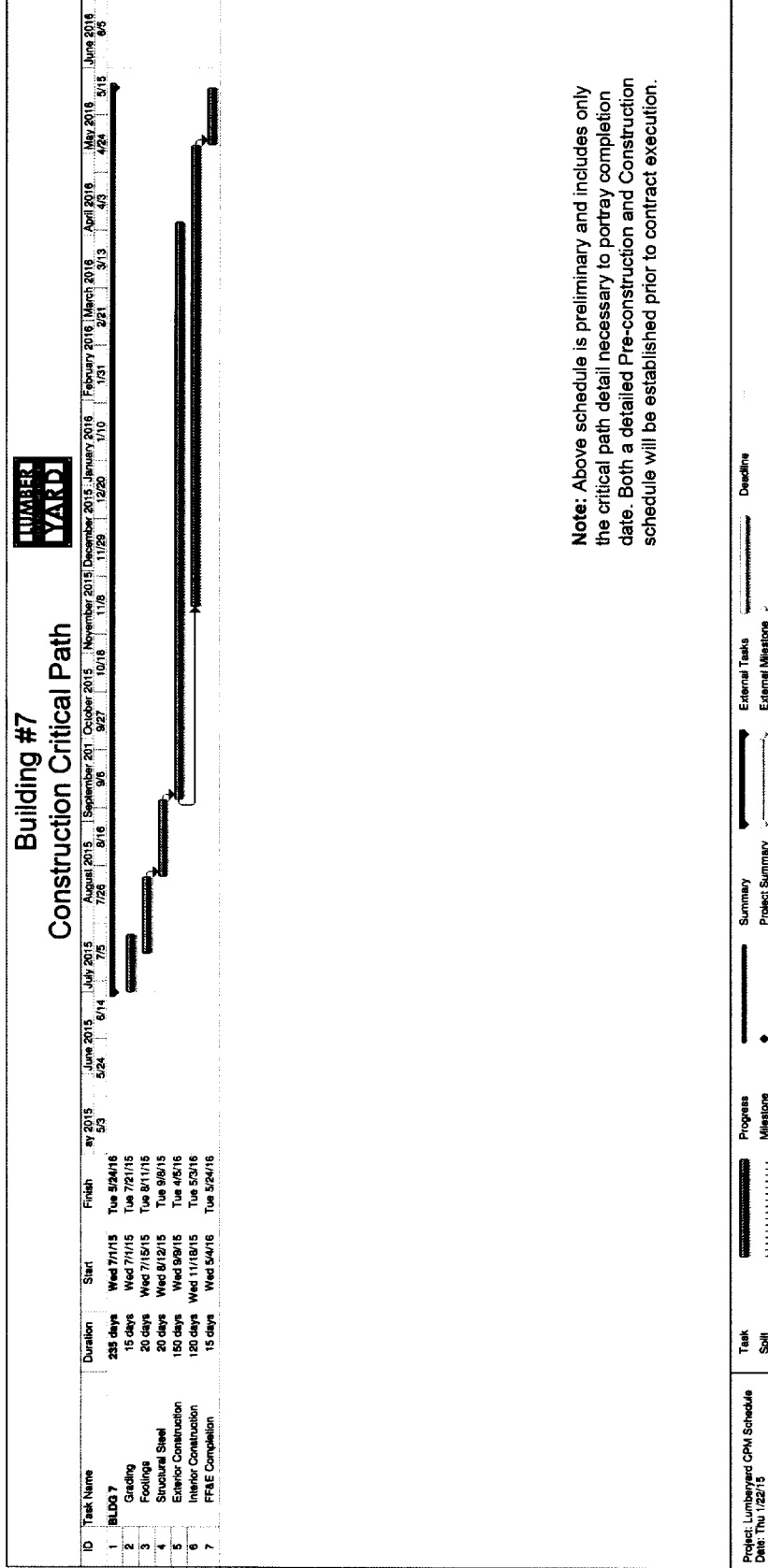


Exhibit 5: Project Team

Developer:



Jason Lanoha
19111 West Center Road
Omaha, NE 68130
P: 402.289.5528
E: jlanoha@lanohadevelopment.com

Legal:



Larry Jobeun
11440 West Center Road
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E: larry@fdjlaw.com

Architect:



Curt Witzenburg
119 South 49th Avenue
Omaha, NE 68132
P: 402.551.0800
E: cwitzenburg@hba1.com

Civil Engineer:



Terry Atkins
14710 West Dodge Road, Suite 100
Omaha, NE 68154
P: 402.496.2498
E: Terry.Atkins@LRA-inc.com

General Contractor:



Robert Krause
11011 Q Street, Suite 104
Omaha, NE 68137
P: 402.504.4448
E: krause@ksi-construction.com

Geotechnical & Environmental Engineer



Scott Miller
15080 A Circle
Omaha, NE 68144
P: 402.384.7038
E: sgmillier@terracon.com

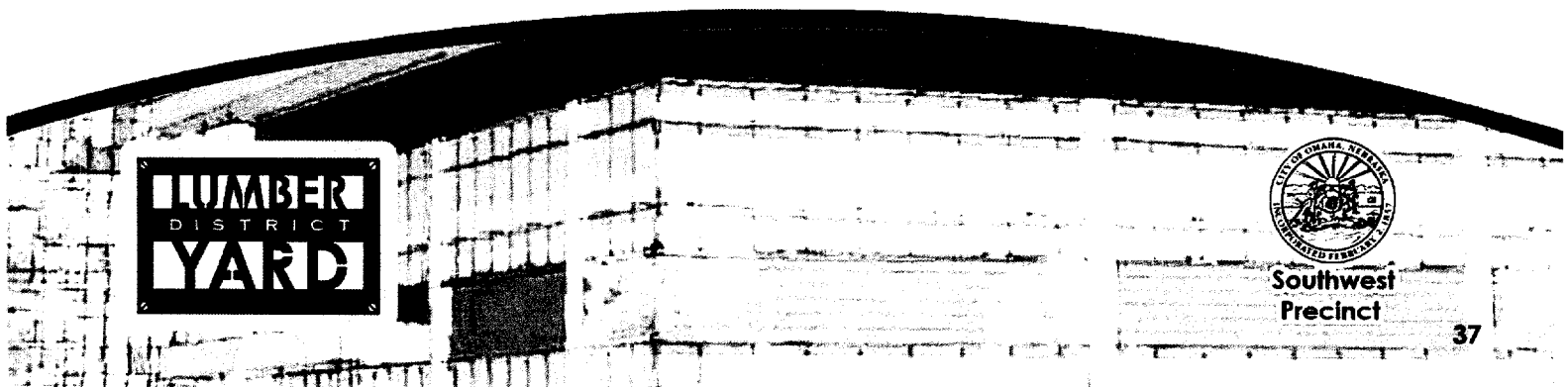


EXHIBIT "B"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Agreement, "Contractor" agrees as follows:

- (1) Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin, age, disability.
- (3) Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of Contractor's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Contractor shall furnish to the City Contract Compliance Officer all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the City Contract Compliance Officer shall be those which are related to Paragraphs (1) through (7) of this Exhibit and only after reasonable advance written notice is given to Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
- (5) Contractor shall take such actions as the City may reasonably direct as a means of enforcing the provisions of Paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

(6) Contractor shall file, if any, compliance reports with Contractor in the same form and to the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the City Contract Compliance Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractor.

(7) The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each sub-Contractor or vendor.

ORDINANCE NO. 40358

AN ORDINANCE declaring the necessity of acquiring, for use of the City of Omaha, the necessary lands located at the northwest corner of Q Street and 135th Street, legally described as Lot 7, Lumberyard District for the Southwest Police Precinct for the Police Department; providing for approval of a Purchase Agreement between the City of Omaha and Lanoha 135 Millard, LLC, a Nebraska limited liability company for the purchase of a build to suit facility with closing on the completed facility to occur by September 1, 2016 in the amount of seven million nine hundred two thousand ninety-seven dollars and ninety cents (\$7,902,097.90); to be paid from the following funds - \$5,200,000 from the 2014 Public Facilities Bond Fund No. 13246, \$1,600,000 from the City Capital Improvement Fund No. 13112, and \$1,130,097.90 from Advance Acquisition Fund No. 13111; and, providing for the effective date hereof.

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11 ✓

PUBLICATIONS

PUBLICATION OF HEARING

Date 5-15-15

PUBLICATION OF ORDINANCE

Date _____

PRESENTED TO COUNCIL

1st Reading MAY 12 2015 - Hearing
5/19/15

Hearing MAY 19 2015 - Over to
6/1/15 pursuant to City
Council Rule VII - H

Final Reading JUN - 2 2015

Passed 10-0

BUSTER BROWN
City Clerk