

City of Omaha
Mike Fahey, Mayor

RECEIVED
CITY OF OMAHA

Planning Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 1100
Omaha, Nebraska 68183
(402) 444-5150
Telefax (402) 444-6140

Steven N Jensen, AICP
Director

Honorable President


and Members of the City Council,

The attached proposed Ordinance approves the Third Amendment to the Redevelopment Agreement between the City of Omaha and Ak-Sar-Ben Future Trust. This Agreement implements the first phase of the Third Amendment to the Ak-Sar-Ben Business and Education Campus Redevelopment Plan for the development of Ak-Sar-Ben Village, an urban mixed use community. The Agreement provides for utilization of existing tax increment financing to complete infrastructure improvements in the remaining Plan area. In addition, Ak-Sar-Ben Future Trust is committed to provide funds for off-site improvements that impact the area.


Your consideration and approval of this proposed Ordinance is recommended.

Respectfully submitted,

Referred to City Council for Consideration



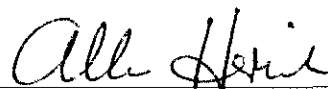
Steven N. Jensen, AICP
Planning Director
10-23-06
Date



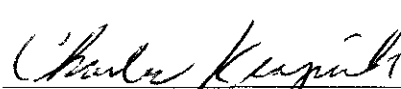
Mayor's Office
11-23-06
Date

Approved as to Funding

Approved



Carol A. Ebdon
Finance Director
10-23-06
Date



Robert G. Stubbe, P.E.
Public Works Director
11/23/06
Date

FOR

THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT (this "Amendment") is made and entered into this 4th day of November, 2006, by and between the City of Omaha, Nebraska, a municipal corporation (the "City"), and Ak-Sar-Ben Future Trust, a Nebraska non-profit corporation ("Future Trust")

WITNESSETH:

WHEREAS, on or about May 20, 1997, the City, Future Trust, and other parties entered into a Redevelopment Agreement which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, at Book 1214, Page 252 of Miscellaneous Records (as amended by a First Amendment to Redevelopment Agreement dated December 28, 2000 approved by Omaha City Council Ordinance No 35410 on December 19, 2000, and by a Second Amendment to Redevelopment Agreement approved by Omaha City Council Ordinance No 35381 on November 7, 2000, the "Redevelopment Agreement"); and

WHEREAS, the parties hereto wish to provide for the construction of additional public improvements and for reimbursement of certain demolition, environmental remediation, and site preparation costs heretofore incurred by Future Trust, and

WHEREAS, the parties wish to finance such additional public improvements and reimbursement, in part, by Excess Tax Revenues (as defined in Section 14 of the Redevelopment Agreement), and

WHEREAS, the City has determined that Excess Tax Revenues are available to finance such additional public improvements and reimbursement without adversely affecting the owners of the City's outstanding TIF Bonds which were issued for the purposes contemplated by the Redevelopment Agreement, and

WHEREAS, the parties wish to amend the Redevelopment Agreement to provide for the construction, installation, and financing of such additional public improvements and for such reimbursement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions Except as specifically provided otherwise in this Amendment, capitalized terms used herein shall have the same meanings as set forth in the Redevelopment Agreement

Section 2 Additional Public Improvements. Future Trust hereby agrees to demolish, remove, relocate, install, construct or cause to be constructed the public improvements described in Exhibits "A" and "A-1" attached hereto. The City agrees in all cases to review and approve

construction plans for such work (or clearly advise Future Trust in writing why approval is not given) and to inspect such work as expeditiously as possible

Section 3 Redevelopment Loan and Grant of Proceeds Future Trust will loan redevelopment funds to the City in the principal amount of \$7,200,000 00 (the "Redevelopment Loan") and the City will grant the Redevelopment Loan proceeds to Future Trust. Future Trust will use the Redevelopment Loan proceeds to pay for costs of the public improvements referred to in Section 2, including costs associated therewith, and to reimburse Future Trust for demolition, environmental remediation and site preparation costs previously incurred. The obligation to repay the Redevelopment Loan will be evidenced by the issuance of a promissory note (the "Redevelopment Note") in the form of Exhibit "B" attached hereto, which will be delivered to Future Trust at closing. Closing will be as soon as reasonably possible after execution of this Amendment, and not more than 30 days thereafter. At closing, the loan to be accomplished by this section and the obligation of the City to grant the Redevelopment Loan proceeds to the Developer may be accomplished by offset so that Future Trust retains the Redevelopment Loan proceeds. The Redevelopment Note will be paid from Excess Tax Revenues. The Redevelopment Note will be subordinate to the outstanding TIF Bonds heretofore issued by the City pursuant to the Redevelopment Agreement. To the extent Excess Tax Revenues are unavailable to the City for payment of the Redevelopment Note, the indebtedness evidenced by the Redevelopment Note will be forgiven as provided in the Redevelopment Note and the obligations of Future Trust under this Amendment will remain unaffected. If the City so requests, Future Trust will, from time to time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan proceeds.

Section 4 Representations of the City The City represents and warrants to Future Trust and any subsequent holder of the Redevelopment Note that the current unpaid principal balance of all of the TIF Bonds heretofore issued pursuant to the Redevelopment Agreement is \$2,745,000 00, that no other indebtedness is payable from Excess Tax Revenues; that the current debt service schedule for the outstanding TIF Bonds is set forth in Exhibit "C" attached hereto, that the City currently has cash on hand in the special fund established to receive and hold Excess Tax Revenues to pay such TIF Bonds of not less than \$2,745,000 00, that the City received \$1,759,266 00 of Excess Tax Revenues from the payment of then current property taxes in 2006, and that the City has determined that based on current property valuations and current tax levies, provided that property taxes are paid prior to delinquency, the Excess Tax Revenues to be received by the City will be sufficient to pay the outstanding TIF Bonds and the Redevelopment Note, together with interest thereon, in full on or before maturity.

Section 5 Sewer Separation Work Funding The costs of the sewer separation work described in Exhibit "A" hereto, including design, testing and other related fees, will be paid for with funds provided by the City from City sewer use funds. As such work progresses, Future Trust or its contractor or representative will submit to the City requests for disbursement of funds to pay for such work, which requests shall be in form reasonably satisfactory to the City and shall provide reasonable evidence that expenses for the labor and materials for which payment is requested have actually been incurred. Such requests for disbursement shall be made periodically, but not more frequently than monthly (unless the City agrees to more frequent disbursements), and the City shall process such requests and make payment with respect thereto within fifteen (15) days after receipt of a request for disbursement. The City will contribute up

to \$1,500,000 00 for sewer separation work. Future Trust shall competitively bid the materials required for the sewer separation work and its general contractor shall seek bids on subcontracted work related to such work.

Section 6 Additional Land Acquisition The City agrees to provide all reasonable assistance to Future Trust to acquire for Future Trust title to the surplus Nebraska Department of Roads property described in Exhibit "D" attached hereto, and the release of access restrictions with respect thereto. Future Trust shall reimburse the City for all costs, if any, involved in acquiring such land, provided that such costs are reimbursable out of tax increment financing proceeds.

Section 7 Funding by Future Trust for Off-Site Improvements Future Trust agrees to grant to the City \$1,000,000 00 for off-site street improvements associated with the development of the Ak-Sar-Ben Business and Education Campus Redevelopment Plan Area as identified in the Aksarben Village Traffic Impact Study prepared by HWS dated February 2006, such funds to be expended by the City in the order of priority set forth in Exhibit "E" attached hereto. Such funding shall be provided not later than the date on which the first building permit for a building in Aksarben Village is issued by the City. So long as future tax increment financing is available for future public improvements and developer site costs, Future Trust will cause the developers of future phases to grant to the City an additional \$2,250,000 00 for off-site improvements of which \$1,000,000 00 will be granted in the first building phase and the remainder in the future building phase both of which will be part of future development agreements.

Section 8 Binding Effect This Amendment will be binding upon the parties hereto and on their respective successors and assigns and will run with the land in the same manner as the Redevelopment Agreement. To the extent any provisions of this Amendment conflict with any provisions of the Redevelopment Agreement, the provisions of this Amendment will control.

Section 9 Incorporation of Exhibits The exhibits attached hereto and referred to herein are incorporated into and are a part of this Amendment.


Section 10 Reaffirmation of Redevelopment Agreement As hereby amended, the Redevelopment Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Attest:


City Clerk

City of Omaha, Nebraska

By 
Mayor

Approved as to form


City Attorney

Ak-Sar-Ben Future Trust

By

Title Authorized Representative

[Handwritten Signature]

STATE OF NEBRASKA)

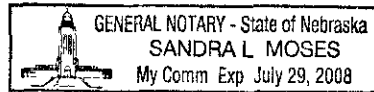
) ss

COUNTY OF DOUGLAS)

The foregoing Redevelopment Agreement was acknowledged before me this 16th day of November, 2006 by Mike Fahey, Mayor of the City of Omaha, Nebraska, on behalf of the City

[Handwritten Signature]
Notary Public

My commission expires on 7-29-08



STATE OF NEBRASKA)

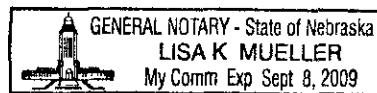
)ss

COUNTY OF DOUGLAS)

The foregoing Redevelopment Agreement was acknowledged before me this 31 day of October, 2006 by Kermit A. Brashear of Ak-Sar-Ben Future Trust, a Nebraska non-profit corporation, on behalf of the corporation

[Handwritten Signature]
Notary Public

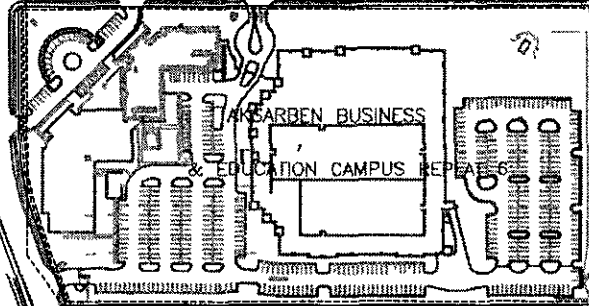
My commission expires on 9-8-09



AKSARBEN BUSINESS & EDUCATION CAMPUS REPLAT 3



PINE STREET



AKSARBEN BUSINESS & EDUCATION CAMPUS REPLAT 6

AKSARBEN BUSINESS & EDUCATION CAMPUS REPLAT 7

AKSARBEN BUSINESS & EDUCATION CAMPUS REPLAT 8

SHIRLEY ST

AKSARBEN VILLAGE

ROW Grading

FRANCES ST

FRANCES ST

67TH STREET

64TH AVE

AKSARBEN DRIVE

MERCY RD

CENTER STREET

COURT

Aksarben Village Exhibit A
1 of 6 - ROW Grading
Estimated Cost = \$947,200
10-17-06

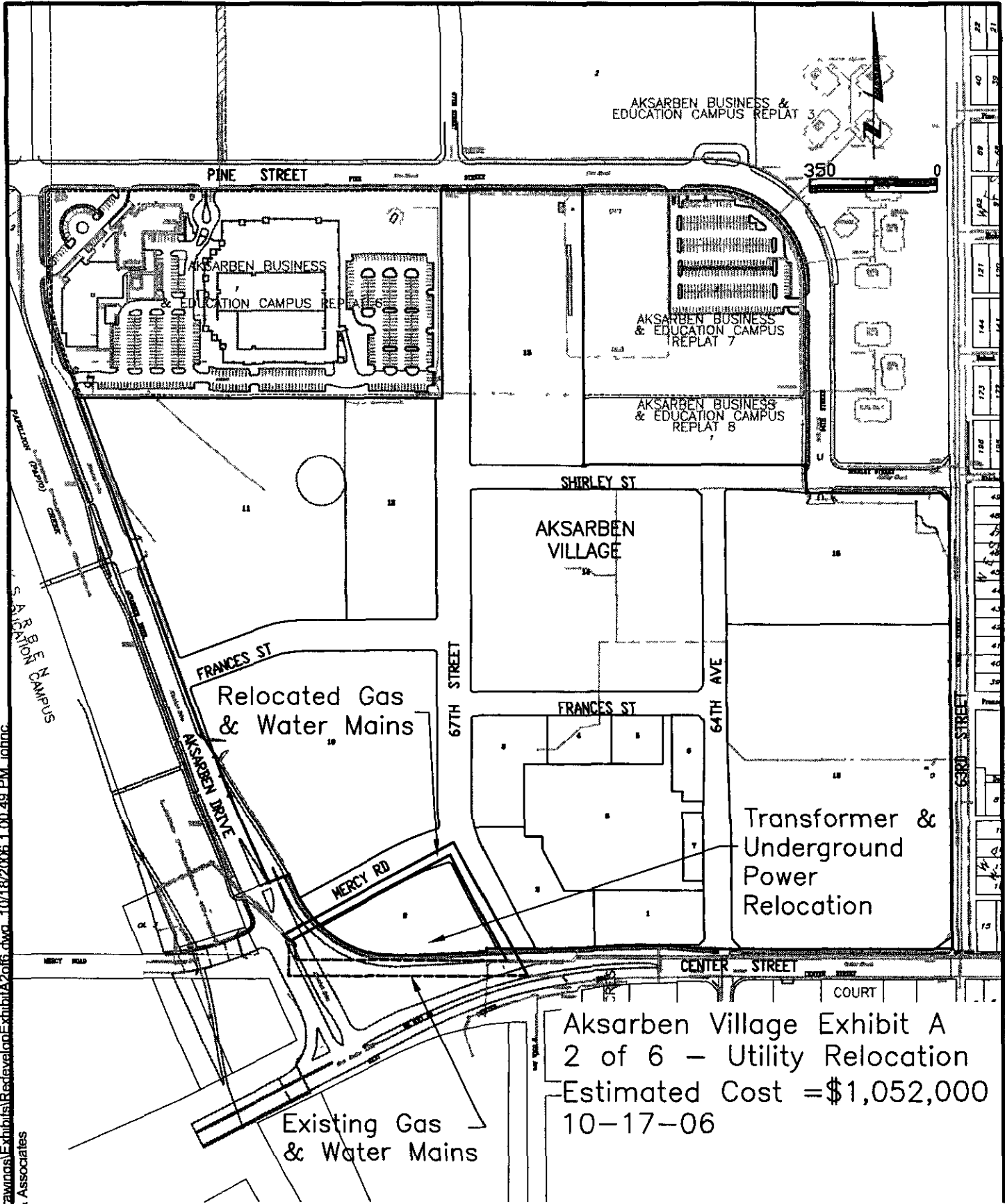
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25 T. Lamp, Rynearson & Associates

 Lamp, Rynearson & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027

(Ph) 402.496.2498
(Fax) 402.496.2730

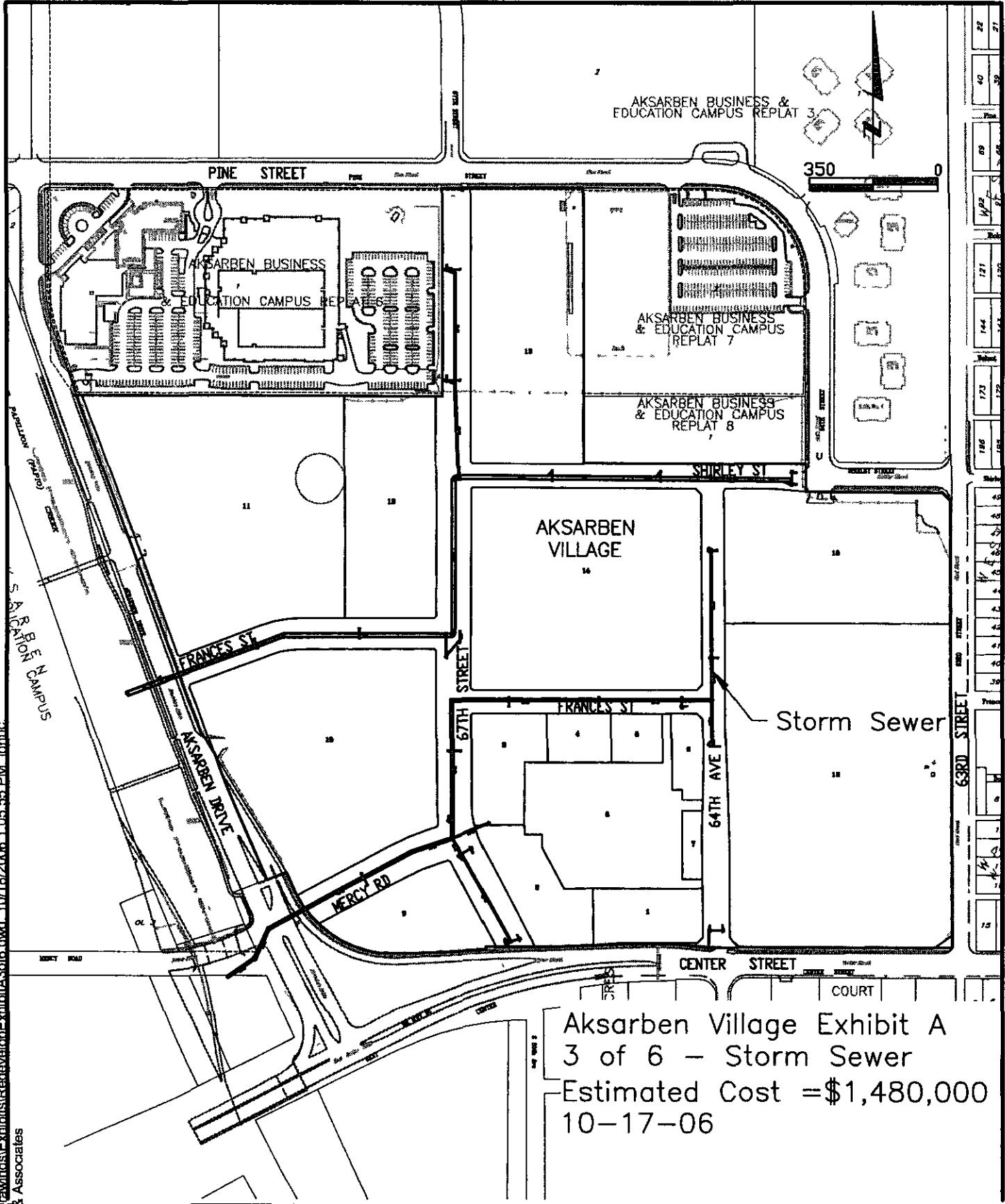


Aksarben Village Exhibit A
 2 of 6 – Utility Relocation
 Estimated Cost = \$1,052,000
 10-17-06

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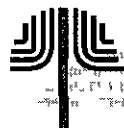

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Aksarben Village Exhibit A
 3 of 6 – Storm Sewer
 Estimated Cost = \$1,480,000
 10-17-06

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 1 Lamp, Rynearson & Associates

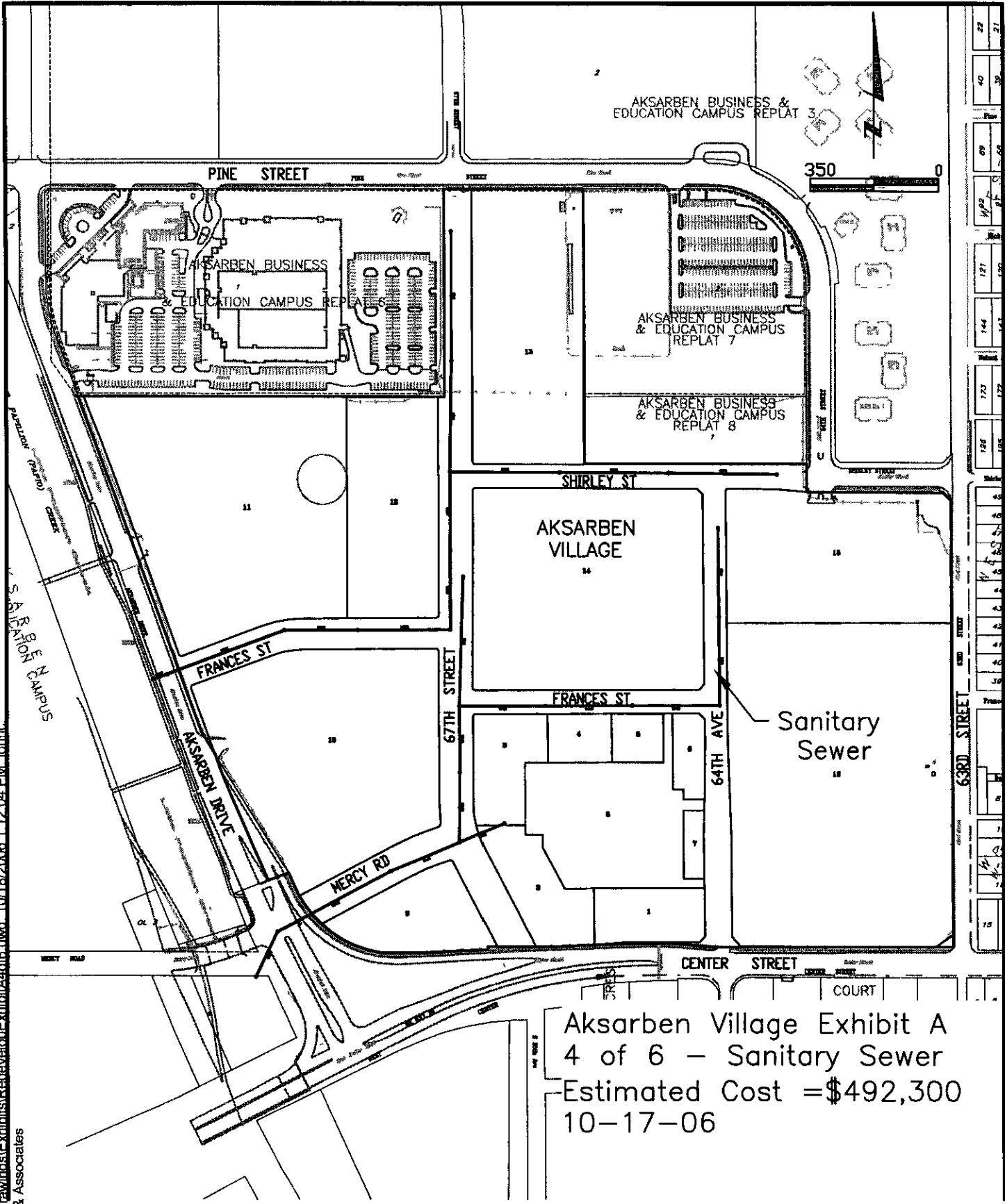


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Aksarben Village Exhibit A
 4 of 6 - Sanitary Sewer
 Estimated Cost = \$492,300
 10-17-06

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 Lamp, Rynearson & Associates

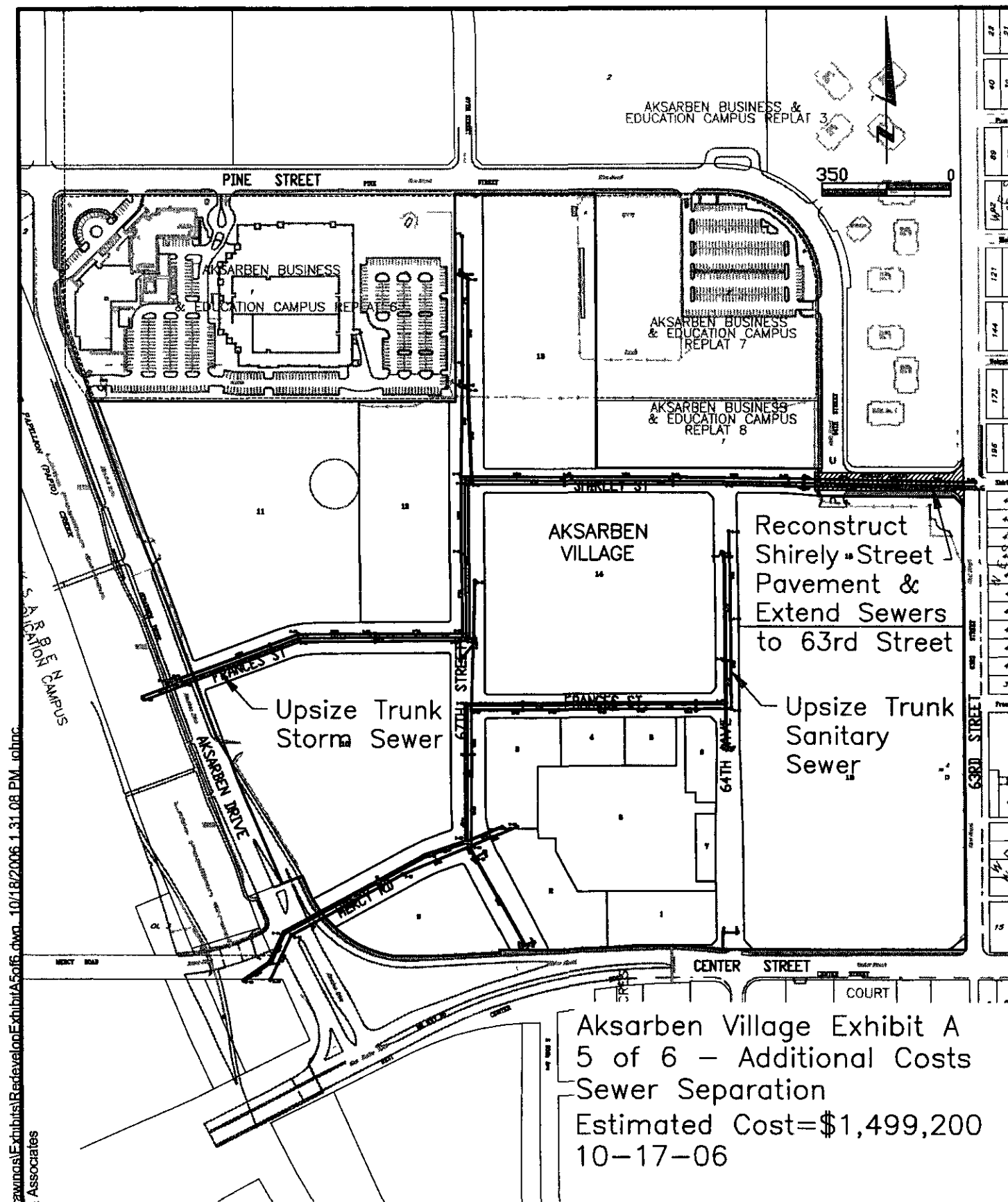


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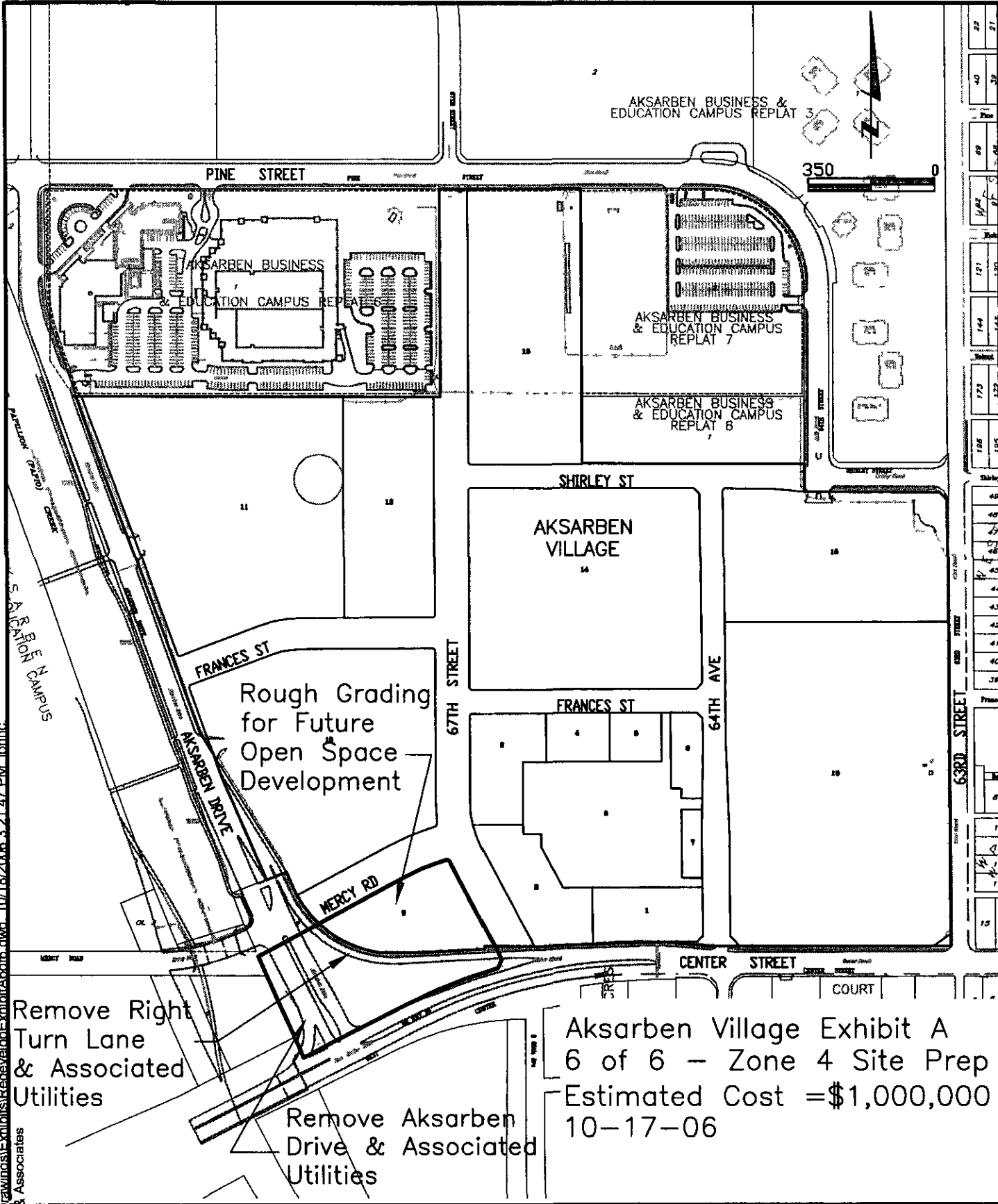


Aksarben Village Exhibit A
 5 of 6 – Additional Costs
 Sewer Separation
 Estimated Cost=\$1,499,200
 10-17-06

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 Lamp, Rynearson & Associates


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 14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027

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 (Fax) 402.496.2730



Aksarben Village Exhibit A
 6 of 6 – Zone 4 Site Prep
 Estimated Cost = \$1,000,000
 10-17-06

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Lamp, Rynearson & Associates, Inc.

14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498
 (Fax) 402.496.2730

EXHIBIT "A-1"

Additional Public Improvements

In addition to the work shown on pages 1 through 6 of Exhibit "A," Future Trust shall cause to be constructed additional utility work including but not limited to electricity, telecommunications, video, internet, and other transmission facilities, and shall cause to be performed all appropriate design, testing, administration, supervision and other work associated therewith

EXHIBIT "B"

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

REDEVELOPMENT PROMISSORY NOTE

\$7,200,000 00 _____, 2006

FOR VALUE RECEIVED, the City of Omaha, Nebraska ("Borrower"), promises to pay to Ak-Sar-Ben Future Trust, a Nebraska non-profit corporation, whose address is _____ Omaha, Nebraska 68____, (the "Payee", the Payee, together with any subsequent holder(s) hereof, hereinafter collectively referred to as the "Holder") the principal sum of Seven Million Two Hundred Thousand and 00/100 Dollars (\$7,200,000 00), together with interest thereon at the rate of ___% per annum (the "Note Rate") from the date of the execution of this Note until paid in full. The first \$700,000 00 of the principal amount of this Note shall be paid immediately after this Note is issued, and the balance of the principal and interest on this Note shall be due and payable to the Holder of this Note as, only, and at such time as any excess ad valorem taxes generated by the redevelopment project developed on the "Phase One Property" as that term is defined in that certain Redevelopment Agreement dated May 20, 1997, among the City of Omaha, Nebraska, Ak-Sar-Ben Future Trust, Papio-Missouri River Natural Resources District, Douglas Recreation Corp, and Douglas County, Nebraska, as amended (the "Redevelopment Agreement") are collected by the Borrower and available for the retirement of the debt evidenced by this Note

In the event of default under this Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to five percent (5%) above the Note Rate, however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available

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

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from the effective date of the FDR/Phase One Redevelopment Project Plan, a project plan constituting part of the Ak-Sar-Ben Business and Education Campus Redevelopment Plan and all excess ad valorem taxes generated by the redevelopment project, as set forth in the Redevelopment

Agreement, have been collected by the Borrower and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from the effective date of the FDR/Phase One Redevelopment Project Plan, the Holder shall waive any unpaid portion of the principal and interest due upon written request of Borrower. This Note is subordinate to all TIF Bonds (as defined in the Redevelopment Agreement) heretofore issued by the Borrower which are outstanding on the date hereof and which are secured by the excess tax revenues referred to above.

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

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default hereunder by Borrower.

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

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

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by hand delivery, commercial courier service which provides a written delivery receipt, or certified mail to Borrower in care of the Omaha City Finance Director at his or her official office address and to the Holder at its address set forth above or at such other address as Holder may designate by notice in writing.

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

CITY OF OMAHA, NEBRASKA, a municipal corporation

By _____
Mayor of the City of Omaha

ATTEST

APPROVED AS TO FORM

City Clerk of the City of Omaha

City Attorney

EXHIBIT "C"

TIF BOND DEBT SERVICE SCHEDULE

ISSUE ID 897A ISSUE NAME AKSARBEN BUSINESS & CAMPUS EDUCATION RED ISSUE DATE: 8/ 1/1997 ISSUE AMOUNT \$ 8,500,000.00

CLASS	Revenue Bonds	DUE DATE	VOUCHER NO	CPN NO	BOND NUMBERS	INTEREST RATE	MATURING BONDS	MATURING INTEREST
TYPE	Registered Bonds	5/15/1998	PV810889	1				335,699.83
ASSUMPTION:		11/15/1998	WJV15364	2	1- 27	4 5000%	135,000.00	212,767.50
		5/15/1999	WJV16224	3	28- 54	4 5000%	135,000.00	209,730.00
REGISTRAR	First Natl Bank of Omaha	11/15/1999	WJV17773	4	55- 82	4 5000%	140,000.00	206,692.50
PAYING AGENT	First Natl Bank of Omaha	5/15/2000	WJV18054	5	83- 111	4 5000%	145,000.00	156,292.50
		11/15/2000	WJV18883	6	112- 140	4 5000%	145,000.00	153,030.00
CALL PROVISIONS		5/15/2001	WJV19799	7	141- 170	4 6500%	150,000.00	149,767.50
NOV 15, 2007 TO NOV 14, 2008 = 102%		11/15/2001	WJV19917	8	171- 201	4 6500%	155,000.00	146,280.00
NOV 15, 2008 TO NOV 14, 2009 = 101%		5/15/2002	WIRE JV	9	202- 232	4 6500%	155,000.00	142,676.25
NOV 15, 2009 TO NOV 15, 2017 = 100%		11/15/2002	WIRE JV	10	233- 264	4 6500%	160,000.00	139,072.50
		5/15/2003	WIRE JV	11	265- 297	4 6500%	165,000.00	98,647.50
FNB ACCT #10-43-075-374		11/15/2003	WIRE JV	12	298- 331	4 6500%	170,000.00	94,811.25
		5/15/2004	PAID	13	332- 365	4 6500%	170,000.00	90,858.75
		11/15/2004	PAID	14	366- 400	4 6500%	175,000.00	86,906.25
		5/15/2005	PAID	15	401- 436	4 6500%	180,000.00	82,837.50
		11/15/2005	PAID	16	437- 473	4 6500%	185,000.00	78,652.50
		5/15/2006		17	474- 511	4 6500%	190,000.00	74,351.25
		11/15/2006		18	512- 550	4 6500%	195,000.00	69,933.75
		5/15/2007		19	551- 590	4 7500%	200,000.00	65,400.00
		11/15/2007		20	591- 630	4 7500%	200,000.00	60,650.00
		5/15/2008		21	631- 671	5 2000%	205,000.00	55,900.00
		11/15/2008		22	672- 713	5 2000%	210,000.00	50,570.00
		5/15/2009		23	714- 757	5 2000%	220,000.00	45,110.00
		11/15/2009		24	758- 802	5 2000%	225,000.00	39,390.00
		5/15/2010		25	803- 848	5.2000%	230,000.00	33,540.00
		11/15/2010		26	849- 895	5 2000%	235,000.00	27,560.00
		5/15/2011		27	896- 943	5.2000%	240,000.00	21,450.00
		11/15/2011		28	944- 993	5 2000%	250,000.00	15,210.00
		5/15/2012		29	994- 1044	5 2000%	255,000.00	8,710.00
		11/15/2012		30	1045- 1060	5 2000%	80,000.00	2,080.00
		11/19/2002	DEFEASED	31	1061- 1340	5.2500%	1,400,000.00	0.00
		2/15/2000	DEFEASED	32	1341- 1700	5 2500%	1,800,000.00	0.00
TOTALS							8,500,000.00	2,954,577.33

Defeasance 2/15/2000 = \$1,800,000.00
 From unused construction fund = Fund 350
 PAY FROM FRUN 204 & TAX TIF FUND 221
 Defeasance 11/19/2002 = \$1,400,000
 from excess tax incremental receipts

FRANCES STREET

10

AKSARBEN VILLAGE

RIGHT OF WAY FOR NEBRASKA HIGHWAY 38 SUBJECT TO EXISTING UTILITIES 4,280 SF

67TH STREET



MERCY ROAD

RIGHT OF WAY FOR NEBRASKA HIGHWAY 38 SUBJECT TO EXISTING UTILITIES 113,439 SF

AKSARBEN DRIVE

NE HWY 38

CENTER

S 66th Ave

AKSARBEN ACRES REPLAT 1

Castel

Aksarben Village Exhibit D

10-16-06

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1
Camp, Rynearson & Associates



Lamp, Rynearson & Associates, Inc.

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498
(Fax) 402.496.2730

EXHIBIT “E”

OFF-SITE IMPROVEMENTS

- 60th & Center Intersection
 - Est. Cost \$386,600

- Mercy Road Improvements
 - Est Cost. \$646,800

- 78th & W Center Rd Intersection
 - Est. Cost \$956,800

- 84th & W Center Rd Intersection
 - Est Cost \$942,700

- 78th Street Improvements
 - Est. Cost. \$317,100

ORDINANCE NO 32537

AN ORDINANCE approving the Third Amendment to the Redevelopment Agreement between the City and Ak-Sar-Ben Future Trust, providing for a redevelopment and tax increment financing loan agreement with the Ak-Sar-Ben Future Trust, and providing for an effective date

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

Section 1 The Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Third Amendment to the Redevelopment Agreement with Ak-Sar-Ben Future Trust, including any other documents in connection with the Redevelopment Agreement necessary or appropriate to consummate the loan

Section 2 Said Redevelopment Agreement contains obligations undertaken pursuant to the Nebraska Community Development Law and Sections 18-2147 through 18-2150, and, are not otherwise obligations of the City of Omaha

Section 3 This Ordinance shall be in full force and take effect fifteen (15) days from and after the date of its passage

INTRODUCED BY COUNCIL MEMBER

David G. Weber

APPROVED BY

Mike Jolley 11/16/06
MAYOR OF THE CITY OF OMAHA DATE

PASSED NOV 14 2006 7-0

ATTEST

Debra Brown 11/16/06
CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM

[Signature] 10/23/06
CITY ATTORNEY DATE

ORDINANCE NO. 32537

AN ORDINANCE approving the Third Amendment to the Redevelopment Agreement between the City and Ak-Sar-Ben Future Trust, providing for a redevelopment and tax increment financing loan agreement with the Ak-Sar-Ben Future Trust, and providing for an effective date. ((Ak-Sar-Ben Business and Education Campus Redevelopment - Northwest of 63rd and Center Streets))

26 ✓

PRESENTED TO COUNCIL

1st Reading OCT 24 2006
Hearing 10/31/06

Hearing OCT 31 2006 - Over to
11/14/06 pursuant to City
Council Rule VII.H

Final Reading NOV 14 2006
Passed 7-0

PUBLICATIONS

PUBLICATION OF HEARING

Date 10-27-06

PUBLICATION OF ORDINANCE

Date 11-22-06

BUSTER BROWN
City Clerk

"NOTICE TO PUBLIC"

The following Ordinance has been set for City Council hearing on **October 31, 2006**, at 2:00 p.m., in the Legislative Chambers, Omaha/Douglas Civic Center, 1819 Farnam Street, at which hearing all persons interested, may be heard

AN ORDINANCE approving the Third Amendment to the Redevelopment Agreement between the City and Ak-Sar Ben Future Trust providing for a redevelopment and tax increment financing loan agreement with the Ak-Sar Ben Future Trust and providing for an effective date (Ak Sar Ben Business and Education Campus Redevelopment - Northwest of 63rd and Center Streets)

BUSTER BROWN
City Clerk

10 27-06

**THE DAILY RECORD
OF OMAHA**

**RONALD A. HENNINGSEN, Publisher
PROOF OF PUBLICATION**

UNITED STATES OF AMERICA, }
The State of Nebraska, } ss.
District of Nebraska, }
County of Douglas, }
City of Omaha, }

J BOYD

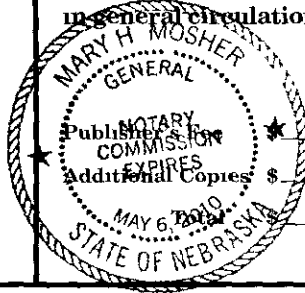
being duly sworn, deposes and says that she is

LEGAL EDITOR

of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, printed in Omaha, in said County of Douglas, for more than fifty-two weeks last past, that the printed notice hereto attached was published in THE

DAILY RECORD, of Omaha, on
October 27, 2006

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.



Subscribed in my presence and sworn to before
me this 27th day of
October 20 06

Notary Public in and for Douglas County,
State of Nebraska

**"NOTICE TO PUBLIC"
ORDINANCE NO 37537**

AN ORDINANCE approving the Third Amendment to the Redevelopment Agreement between the City and Ak Sar-Ben Future Trust providing for a redevelopment and tax increment financing loan agreement with the Ak Sar-Ben Future Trust and providing for an effective date (Ak-Sar-Ben Business and Education Campus Redevelopment - Northwest of 63rd and Center Streets)

SUMMARY

AN ORDINANCE approving the Third Amendment to the Redevelopment Agreement between the City and Ak Sar Ben Future Trust, providing for a redevelopment and tax increment financing loan agreement with the Ak-Sar-Ben Future Trust and providing for an effective date (Ak Sar Ben Business and Education Campus Redevelopment - Northwest of 63rd and Center Streets)

PASSED November 14 2006 7-0

APPROVED BY
MIKE FAHEY
MAYOR OF THE
CITY OF OMAHA

11/16/06

BUSTER BROWN
City Clerk

11 22-06

**THE DAILY RECORD
OF OMAHA**

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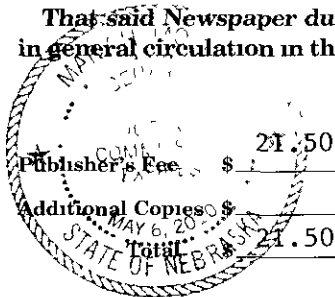
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November 22, 2006

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas and State of Nebraska.



Subscribed in my presence and sworn to before
me this 22nd day of
November 2006

Notary Public in and for Douglas County,
State of Nebraska