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ORDINANCE NO. 31973

AN ORDINANCE approving a redevelopment and tax increment financing loan agreement with Dial Realty, Inc., a Nebraska Corporation, and providing for an effective date.

WHEREAS, the developer, Dial Realty, Inc., and the City of Omaha are desirous of entering into a redevelopment agreement which will allow for Dial Realty, Inc. to construct Phase II of the Stockyards Plaza Shopping Center which is located at the Southeast corner of 33rd and "L" Streets. Phase II consists of an expansion of the Shopping Center to develop an eight-plex movie theater and a fast food restaurant at an estimated cost of \$3,600,000.00 which includes \$280,000.00 of Tax Increment Financing; and,

WHEREAS, pursuant to the Stockyards Redevelopment Plan II approved by the City Council on October 17, 1989, Resolution #2426, certain improvements need financing through the security provided by the excess ad valorem taxes realized by the redevelopment within the Project Area; and,

WHEREAS, Dial Realty, Inc. has agreed to provide such financing.

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 Redevelopment Agreement with Dial Realty, Inc.; 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.

8341 of plan

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 May 14 11 01 AM '90
 GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE



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 COUNCILMEMBER

Joseph L. Frenzel

APPROVED BY: [Signature]
MAYOR OF THE CITY OF OMAHA 1/11/90
DATE

PASSED JAN - 9 1990 7-0

ATTEST:

[Signature]
CITY CLERK OF THE CITY OF OMAHA
Deputy

APPROVED AS TO FORM:
[Signature]
CITY ATTORNEY

3179z

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

[Signature]
BY DEPUTY CITY CLERK



THIS AGREEMENT is entered into by and between the City of Omaha, a Nebraska Municipal Corporation in Douglas County, Nebraska, and Dial Realty, Inc., a Nebraska Corporation, or its assigns.

RECITALS:

WHEREAS, on October 17, 1989, the City Council of the City of Omaha approved the Stockyards Redevelopment Plan II which provided for the construction of Phase II of the Stockyards Plaza Shopping Center which is located at the Southeast corner of 33rd and "L" Streets, certain public improvements and the use of the excess ad valorem taxes generated by such development: and,

WHEREAS, this Agreement is a redevelopment agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan.

IN CONSIDERATION OF THESE MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement.

1.1 "City" shall mean the City of Omaha, Nebraska, a Municipal Corporation of the metropolitan class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Act.

1.2 "Developer" shall mean Dial Realty Inc., a Nebraska Corporation, or its assigns.

1.3 "Director" shall mean the Director of the City of Omaha Planning Department.

1.4 "Redevelopment Project" shall mean the rehabilitation of the Redevelopment Site located at the Southeast corner of 33rd and "L" Streets, through the construction of a retail shopping center.

(2)

1.4.1 The proposed shopping center shall consist of not less than the following improvements:

- (a) An 8 plex movie theater as a major tenant and a fast food restaurant.
- (b) Total minimum gross square footage shall total not less than 33,000 square feet.
- (c) The retail center shall include buildings, parking lot and other improvements, built in general accordance with the site plan attached hereto as Exhibit "A".
- (d) The retail center shall be designed in conformance with the development guidelines specified in the Stockyards Redevelopment Plan II as approved by the City Council of the City of Omaha.

1.5 "Redevelopment Site" shall mean the area described on Exhibit "B", attached hereto.

1.6 "Redevelopment Promissory Note" shall mean the obligation issued by the City to the Developer and which shall be secured by the excess ad valorem taxes generated within the Redevelopment Site.

1.7 "TIF Funds" shall mean the excess ad valorem taxes generated from the Redevelopment Project.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

2.1 Execute and deliver to the Developer at closing the Redevelopment Promissory Note with projected amortization schedule attached in substantially the same form as the copy attached hereto as Exhibit "C".

2.2 Grant Redevelopment Promissory Note proceeds to the Developer for site preparation costs up to the sum of \$280,000.00.

2.3 Pay debt retirement interest from the TIF tax proceeds. Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.

2.4 Insure that prior to expenditure or disbursement of the proceeds from the Redevelopment Promissory Note, the following shall be obtained, to wit:

2.4.1 Developer shall provide the Director with evidence, acceptable to the Director, that the private funds have been irrevocably committed to the Redevelopment Project in the amount sufficient to complete the redevelopment project.

2.4.2 Developer shall provide evidence of, and maintain, adequate performance and labor materials bonds from trade contractors during the period of construction of the project. The City shall be specified as a co-obligee.

2.5 Establish a special fund under Section 18-2147 of the Nebraska Revised Statutes into which all of the excess ad valorem taxes generated by the Redevelopment Project will be deposited. Monies collected and held in the special fund shall be used for no purpose other than to repay the principal and interest due under the Redevelopment Promissory Note.

2.6 Insure that the required public improvements along the "L" Street frontage of this Redevelopment Site are constructed beginning three years after the approval of this Agreement. The Phase II required public improvements shall generally consist of the following:

- (a) "L" Street widening - estimated cost \$25,000.00
- (b) "L" Street turn lane - estimated cost \$25,000.00
- (c) "L" Street storm sewer - estimated cost \$40,000.00

2.6.1 The above public improvements will be deferred until the development of Stockyards Plaza Shopping Center Phase III (see Exhibit D).

2.6.2 The City shall construct, or cause these public improvements to be constructed, if Stockyards Plaza Shopping Center Phase III does not proceed within three years, or if the developer of Phase III does not provide funding for the construction of said Phase II public improvements. The cost of these improvements shall be paid by the Developer of Phase II, their successors or assigns.

2.6.3 The Developer of Phase II shall provide the City with a \$90,000.00 Letter of Credit, or other surety the developer desires to provide which is acceptable to the City ("Private Funds"), to pay the estimated cost of said Phase II public improvements. In the event the Developer fails to find alternative financing for the cost of the public improvements within the time period set forth in 2.6 the City shall have the right to utilize the Private Funds to pay the cost of constructing the Phase II public improvements.

2.6.4 The City shall release the Private Funds after alternative financing has been provided in connection with development of Phase III. This funding may include Tax Increment Financing as a part of a future redevelopment plan approved by the City Council.

SECTION 3. OBLIGATIONS OF THE DEVELOPER

The Developer shall:

3.1 Complete the Redevelopment Project on or before June 1, 1991, creating a real property taxable base by reason of such construction of at least \$1,677,600.00.

3.2 Cause all real estate taxes and assessments levied on the Redevelopment Project to be paid prior to the time such become delinquent.

3.3 Loan the proceeds from the Redevelopment Promissory Note to the City in the principal amount of \$280,000.00 as set forth in Section 2.1 which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Execution of the Redevelopment Promissory Note shall be at closing which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan contemplated by this Section 3.3 and the obligation of the City to use the proceeds from the Redevelopment Promissory Note for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Developer retains the loan proceeds. If the City so



requests, the Developer shall, from time to time, furnish the City with satisfactory evidence as to the use and application of the proceeds from the Redevelopment Promissory Note.

3.3.1 Such loan funds shall be disbursed as provided in Section 2.

3.3.2 Such loan shall bear a 9.30% interest rate.

3.3.3 The principal and interest due under the Redevelopment Promissory Note shall be repaid by the City from the special fund established pursuant to Section 2.5, as excess ad valorem taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, become available to the City for such use. In accordance with the provisions of the Redevelopment Promissory Note, to the extent that such excess ad valorem taxes are unavailable to the City, the loan shall be forgiven and the obligations of the Developer shall remain unaffected.

3.4 Shall provide the City with quarterly progress reports during the redevelopment and allow the City reasonable access to any relevant financial records pertaining to the Redevelopment Project.

3.5 During the period that the Redevelopment Promissory Note is outstanding, (1) not protest a real estate improvement valuation on the Redevelopment Site of \$138,000.00 or less prior to and during construction; and \$1,677,600.00 or less after substantial completion or occupancy of the shopping center; (2) not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; (3) not apply to the Douglas County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying land of the Redevelopment Site; (4) maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment site; (5) in the event of casualty, apply such insurance proceeds to their reconstruction; and (6) cause all real estate taxes and

assessments levied on the Redevelopment Site to be paid prior to the time such become delinquent during the term that the Redevelopment Promissory Note is outstanding. In lieu of the above, the Developer may repay any outstanding TIF Funds. Each of the foregoing covenants shall be referenced in a Notice of Redevelopment Agreement to be recorded with the Douglas County, Nebraska Register of Deeds. The Developer agrees to include the same restrictions to be included in any subsequent sale, assignment, sale leaseback or other transfer of the property, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Developer no longer has an interest in the property.

3.6 The Developer shall provide the City of Omaha Finance Department with an executed copy of the Loan Note prior to disbursement of any tax proceeds for repayment of the TIF loan.

SECTION 4. PROVISIONS OF THE CONTRACT

4.1 Equal Employment Opportunity Clause. Annexed hereto as Exhibit "E" and made a part hereof by reference are the equal employment provisions of this contract, wherein the "Developer" is referred to as "Contractor".

4.2 Non-discrimination. The Developer shall not in the performance of this contract, 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.

4.3 Captions. Captions used in this contract are for convenience and are not used in the construction of this contract.

4.4 Applicable Law. Parties to this contract 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 contract.



4.5 Interest to the City. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City of Omaha shall have a financial interest, direct or indirect, in any City of Omaha contract. Any violation of this section with the knowledge of the person or corporation contracting with the City of Omaha shall render the contract voidable by the Mayor or Council.

4.6 Merger. This contract shall not be merged into any other oral or written contract, lease or deed of any type.

4.7 Modification. This contract 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 herein unless done in writing and signed by an authorized officer of the respective parties.

4.8 Assignment. The Developer may not assign its rights under this contract without the express prior written consent of the City. Notwithstanding the above, Developer shall have the right to assign its rights under the Contract to any affiliated entity (including Dial REIT, Inc., a Maryland Corporation) upon the approval of the Mayor of the City.

4.9 Strict Compliance. All provisions of this contract 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 representatives of the Parties.

4.10 Binding Effect. This Agreement shall be binding upon the Developer's successors and assigns, and shall run with the land described in Exhibit "B", attached hereto, to the benefit of the City of Omaha.

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this contract and for the period of any applicable statute or limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

(1) City of Omaha:

S. P. Benson, Director
City Planning Department
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, NE 68183

Legal Service
c/o City Clerk
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, NE 68183

(2) Developer:

Christopher R. Held or
John Mabrey
Dial Realty Inc.
11506 Nicholas Street, Suite 200
Omaha, NE 68154
(402) 493-2800


Carl J. Troia, Jr.
Troia and Hampton, P.C.
11506 Nicholas Street, Suite 207
Omaha, NE 68154
(402) 496-1700

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this 28th day of November, 1987.

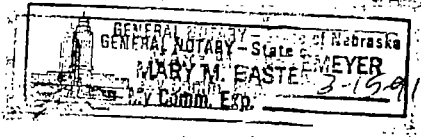
DEVELOPER:

DIAL REALTY INC., A Nebraska Corporation

By 



The foregoing instrument was acknowledged before me this 28 day
of November, 1989 by Mrs. Chris Held
President of Neal Realty, Inc.
My commission expires 3-15, 1991.



Mary M. Bastein
Notary Public

Executed this 11th day of January, 1990.

ATTEST:

CITY OF OMAHA:

Deputy
[Signature]
CITY CLERK OF THE CITY OF OMAHA

By [Signature] 1/11/90
MAYOR OF THE CITY OF OMAHA

APPROVED AS TO FORM:

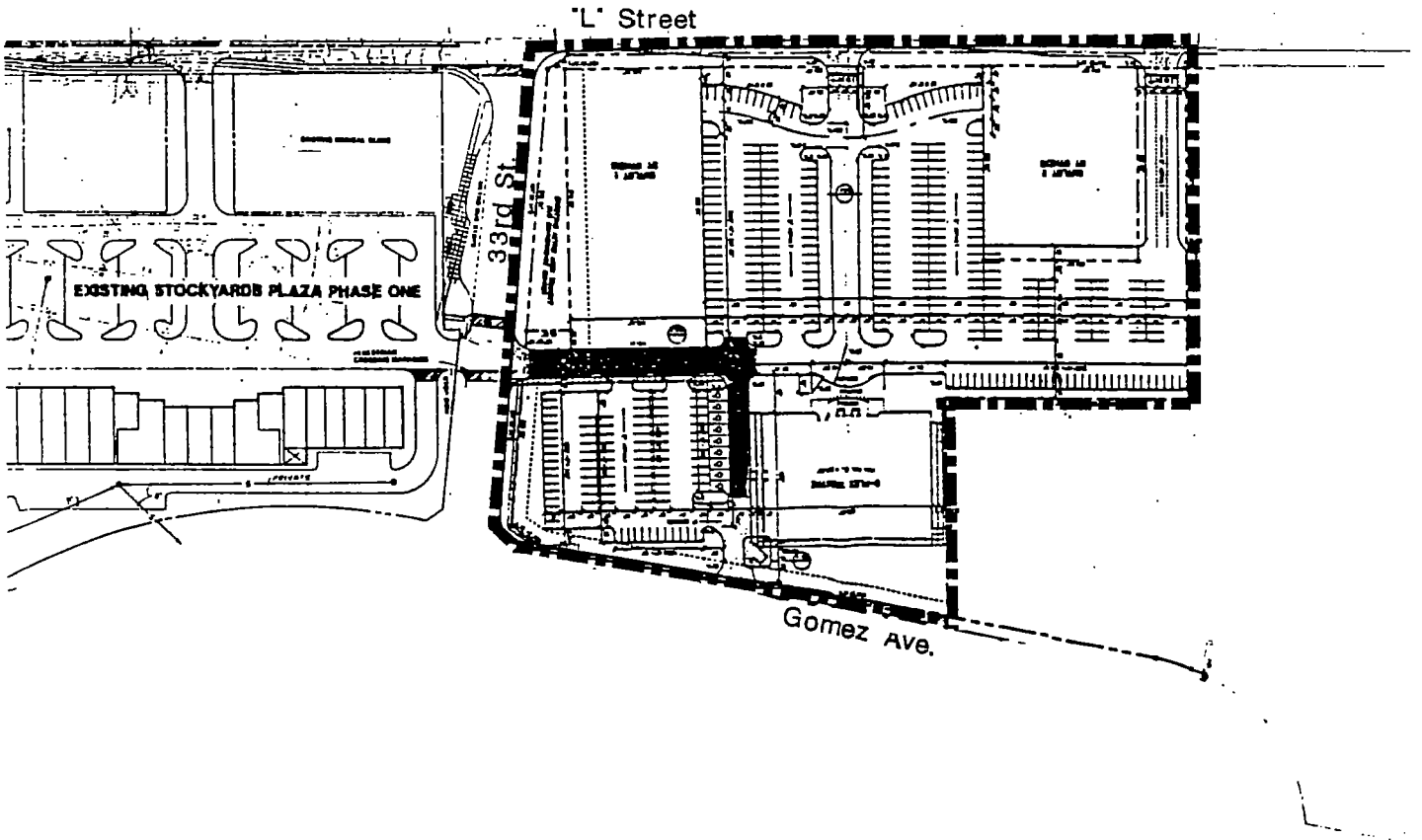
[Signature]
CITY ATTORNEY

0262t



STOCKYARDS PLAZA SHOPPING CENTER PHASE II

BOOK 923 PAGE 375



No Scale

Exhibit "A"



Omaha City Planning Department - August, 1989

STOCKYARDS REDEVELOPMENT PLAN II
LEGAL DESCRIPTION

Part of Tax Lot 10, located in the Southwest Quarter of Section 4, Township 14 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at a point of intersection of the Northerly right-of-way line of Edward Babe Gomez Avenue and the Easterly right-of-way line of 33rd Street; thence North 07°00'14" East (assumed bearing) along the Easterly right-of-way line of said 33rd Street a distance of 205.23 feet; thence South 88°52'32" East along the Easterly right-of-way line of 33rd Street as dedicated and recorded in Book 823, Page 100, of the Douglas County Register of Deeds a distance of 46.52 feet; thence North 01°07'28" East along said Easterly right-of-way of 33rd Street a distance of 275.00 feet; thence south 88°52'32" East, along said dedicated right-of-way, along the South line of "L" Street a distance of 666.11 feet; thence South 01°07'28" West a distance of 351.00 feet; thence North 88°52'32" West a distance of 264.81 feet; thence South 01°07'28" West a distance of 230.81 feet; thence North 78°25'46" West along the Northerly right-of-way line of Edward Babe Gomez Avenue a distance of 448.41 feet; thence North 51°24'31" West along said right-of-way a distance of 35.11 feet to the point of beginning, containing 7.45 acres, more or less.

0502t

EXHIBIT "C"

THIS BOND 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

\$280,000.00

_____, 19____
Omaha, Nebraska

FOR VALUE RECEIVED, the Undersigned, Borrower, promises to pay Dial Realty, Inc., a Nebraska Corporation of 11506 Nicholas Street, Suite 200, Omaha, Nebraska, 68154, Holder, and/or its assigns, the principal sum of Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00), together with interest thereon at the rate of nine and 3/10 percent (9.30%) per annum from the date of the execution of this Note until paid in full. As of the date hereof it is projected that principal and interest shall be repaid in accordance with Schedule 1 notwithstanding the above. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated the _____ day of _____, 19____, by and between the City of Omaha, Borrower, and the Holder, (the "Redevelopment Agreement") are collected by the City of Omaha and available for the retirement of this debt.

In the event of default under said Redevelopment Promissory 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 regional prime or base rate as used by the FirstTier Bank, N.A., Omaha, Nebraska, from time to time, 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 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 City of Omaha 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 Redevelopment Plan, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Omaha.

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.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.



Unless prohibited by law, the Holder may, at his option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default, as such term is defined in this paragraph.

Holder may at any time before or after default, exercise his right to setoff all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

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

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Redevelopment Promissory 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 Redevelopment Promissory Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Redevelopment Promissory 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, A Nebraska Municipal Corporation.

By: [Signature]
Mayor of the City of Omaha 1/14/20

APPROVED AS TO FORM:

ATTEST:

[Signature]
City Clerk of the City of Omaha
Deputy
0263t

[Signature]
City Attorney

COPY



STOCKYARDS REDEVELOPMENT PLAN II
AMORTIZATION SCHEDULE - T.I.F. LOAN

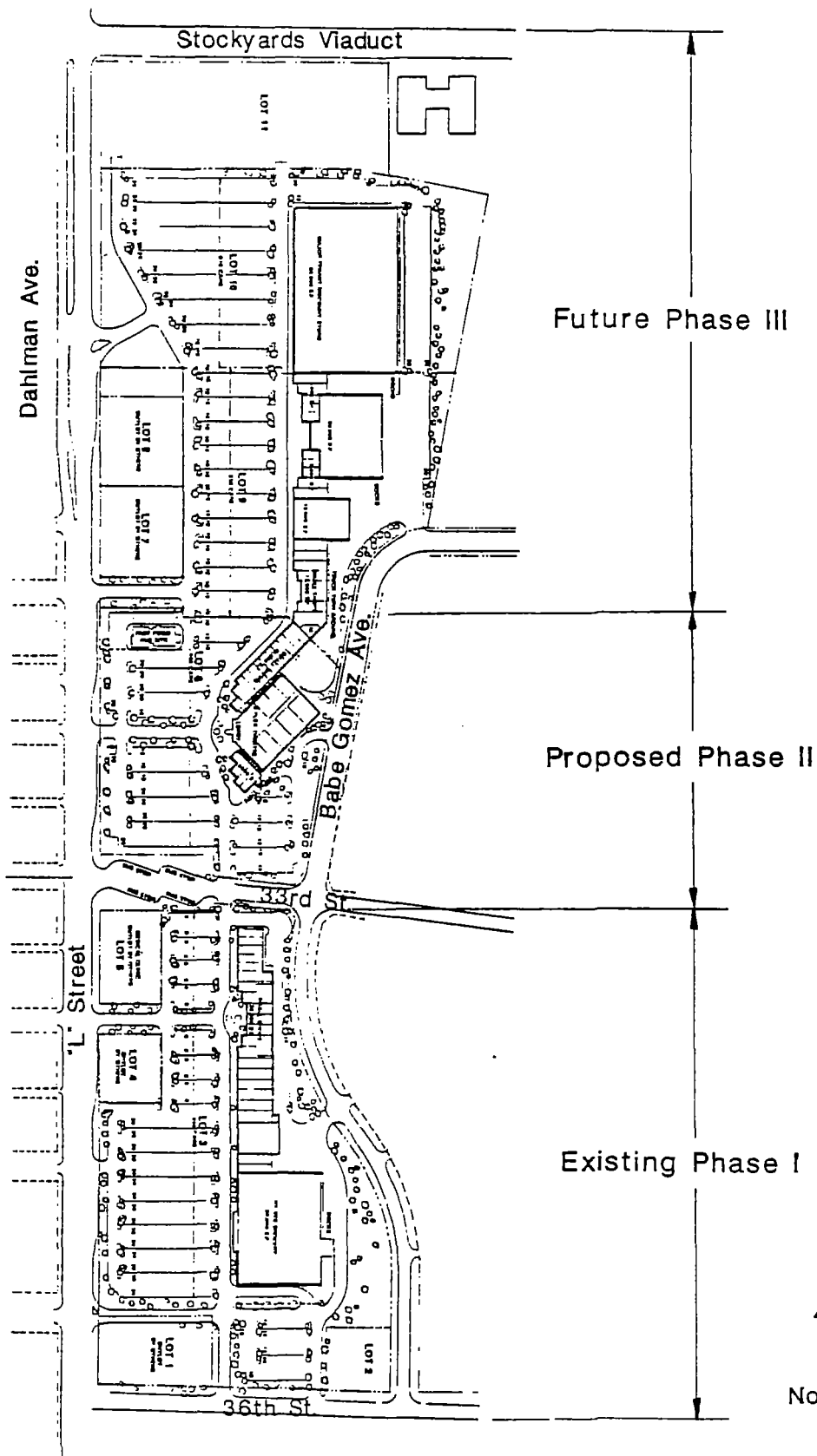
Schedule 1
Promissory Note

Date	Loan Repayment				Loan Balance
	Taxes Collected	Principal	9.3% Interest	Total	
12/01/89					\$280,000
06/01/90	\$ 0	\$ 0	\$ 0	\$ 0	\$293,020
12/01/90	\$ 0	\$ 0	\$ 0	\$ 0	\$306,645
06/01/91	\$ 0	\$ 0	\$ 0	\$ 0	\$320,904
12/01/91	\$ 0	\$ 0	\$ 0	\$ 0	\$335,826
06/01/92	\$ 22,706	\$ 7,090	\$ 15,616	\$ 22,706	\$328,736
12/01/92	\$ 22,706	\$ 7,420	\$ 15,286	\$ 22,706	\$321,316
06/01/93	\$ 22,706	\$ 7,765	\$ 14,941	\$ 22,706	\$313,551
12/01/93	\$ 22,706	\$ 8,126	\$ 14,580	\$ 22,706	\$305,425
06/01/94	\$ 22,706	\$ 8,504	\$ 14,202	\$ 22,706	\$296,921
12/01/94	\$ 22,706	\$ 8,899	\$ 13,807	\$ 22,706	\$288,022
06/01/95	\$ 22,706	\$ 9,313	\$ 13,393	\$ 22,706	\$278,709
12/01/95	\$ 22,706	\$ 9,746	\$ 12,960	\$ 22,706	\$268,963
06/01/96	\$ 22,706	\$ 10,199	\$ 12,507	\$ 22,706	\$258,764
02/01/96	\$ 22,706	\$ 10,673	\$ 12,033	\$ 22,706	\$248,091
06/01/97	\$ 22,706	\$ 11,170	\$ 11,536	\$ 22,706	\$236,921
12/01/97	\$ 22,706	\$ 11,689	\$ 11,017	\$ 22,706	\$225,232
06/01/98	\$ 22,706	\$ 12,233	\$ 10,473	\$ 22,706	\$212,999
12/01/98	\$ 22,706	\$ 12,802	\$ 9,904	\$ 22,706	\$200,197
06/01/99	\$ 22,706	\$ 13,397	\$ 9,309	\$ 22,706	\$186,800
12/01/99	\$ 22,706	\$ 14,020	\$ 8,686	\$ 22,706	\$172,780
06/01/00	\$ 22,706	\$ 14,672	\$ 8,034	\$ 22,706	\$158,108
12/01/00	\$ 22,706	\$ 15,354	\$ 7,352	\$ 22,706	\$142,754
06/01/01	\$ 22,706	\$ 16,068	\$ 6,638	\$ 22,706	\$126,686
12/01/01	\$ 22,706	\$ 16,815	\$ 5,891	\$ 22,706	\$109,871
06/01/02	\$ 22,706	\$ 17,597	\$ 5,109	\$ 22,706	\$ 92,274
12/01/02	\$ 22,706	\$ 18,415	\$ 4,291	\$ 22,706	\$ 73,859
06/01/03	\$ 22,706	\$ 19,272	\$ 3,434	\$ 22,706	\$ 54,587
12/01/03	\$ 22,706	\$ 20,168	\$ 2,538	\$ 22,706	\$ 34,419
06/01/04	\$ 22,706	\$ 21,106	\$ 1,600	\$ 22,706	\$ 13,313
12/01/04	\$ 22,706	\$ 13,313	\$ 619	\$ 13,932	-0-
	<u>\$590,356</u>	<u>\$335,826</u>	<u>\$245,756</u>	<u>\$581,582</u>	
Original Loan for Improvements				\$280,000	
Capitalized Interest				55,826	
Total Loan				<u>\$335,826</u>	

This amortization schedule is for illustrative purposes only and is subject to revision pending final assessments and costs.

STOCKYARDS PLAZA SHOPPING CENTER

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▲
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No Scale

Exhibit 'D'

Omaha City Planning Department - August, 1989



EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex 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. The 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) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- (3) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the 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) The Contractor shall furnish to the 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 Omaha Municipal Code Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the contract compliance officer shall be those which are related to paragraphs (1) through (7) of this subsection and only after reasonable notice is given to the Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
- (5) The Contractor shall take such actions with respect to any subcontractor as the City may direct as a means of enforcing the provisions of paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event

the 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 is 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, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the 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 contract compliance officer. Compliance filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the Contractor and his subcontractors.

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

0264t

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