

**INLAND PORT AUTHORITY
THURSDAY, SEPTEMBER 5, 2024**

**LEGISLATIVE CHAMBERS @ 9:00 A.M.
1819 Farnam Street, Omaha, NE 68183**

Agenda and materials are available online at the City of Omaha web site [here](#).

CALL TO ORDER

1. Roll Call

CERTIFICATION OF PUBLICATION – NOTIFICATION OF OPEN MEETING ACT

2. City Clerk certifies publication in the Daily Record on August 30, 2024, notice of the Inland Port Authority Meeting, September 5, 2024.

A current copy of the Open Meeting Act is posted in a white binder on the east wall of the Legislative Chambers.

ACTION ITEMS

3. Approval of minutes from the August 1, 2024 meeting – [see attached](#). **(VOTE TODAY)**
4. Assignment and Assumption Agreement – [see attached](#). **(VOTE TODAY)**
5. Authorization of the Chair and Vice-Chair as signatories on the Inland Port Authority's financial accounts, once established. **(VOTE TODAY)**

COMMITTEE REPORTS

6. Governance Committee report – [see attached](#).
 - RFP for Legal Services
 - RFP for Consultant – Visioning
 - Establishment of Quarterly Input Meetings
7. Real Estate and Development Committee report – [see attached](#).
8. Finance Committee report – [see attached](#).
9. Operations Committee report
 - RFP for Insurance and Bond Services

DISCUSSION ITEMS

10. District Name
11. Committee meeting schedule
12. Inland Port Authority Directive - Jennifer Taylor
13. Executive Director Job Description – [see attached](#).
14. RFP for Accounting and Auditing Services

INLAND PORT AUTHORITY DUTIES

15. Establishment of Innovation District

16. Update on Community Advisory Committee applications and discussion process

- Ian Allen – see attached.
- Mustafa Babek – see attached.
- Vanessa Ward Beamus – see attached.
- a’Ron Burns – see attached.
- Joe Fox Jr – see attached.
- LaLeesha Haynes – see attached.
- Osuman Issaka – see attached.
- David Johnson – see attached.
- Randi Peavy – see attached.
- Candice Price – see attached.
- Kimara Snipes – see attached.
- Harold Welch Jr – see attached.
- Cheryl Weston – see attached.
- Dr. Orlanda Whitfield – see attached.
- Melissa Youngblood – see attached.

17. Receipt and Use of Grant Funds

PROPOSED PROJECTS

18. Request presentation for Airport Business Park Project, by Burlington Capital and Omaha Economic Development Corporation.

ADJOURNMENT

**MINUTES FOR THE INLAND PORT AUTHORITY
THURSDAY, AUGUST 1, 2024**

**LEGISLATIVE CHAMBERS @ 9:00 A.M.
1819 Farnam Street, Omaha, NE 68183**

Agenda and materials are available online at the City of Omaha web site [here](#).

MEMBERS PRESENT:

Brook Aken
Jacob Hoppe
Terrell McKinney
Davielle Phillips
Mike Riedmann
Carmen Tapio
Tom Warren
Ernest White

MEMBERS ABSENT:

Mike Helgerson

STAFF PRESENT:

Jennifer Taylor, Deputy City Attorney
Elizabeth Butler, City Clerk
Kimberly Hoelsing, Deputy City Clerk

Interim Chair to open the meeting.

CALL TO ORDER

1. Roll Call

CERTIFICATION OF PUBLICATION – NOTIFICATION OF OPEN MEETING ACT

2. City Clerk certifies publication in the Daily Record on July 26, 2024, notice of the Inland Port Authority Meeting, August 1, 2024.

A current copy of the Open Meeting Act is posted in a white binder on the east wall of the Legislative Chambers.

ORGANIZATION

3. Oath of Office (administered by Deputy City Attorney)
4. Election of Officers – Chair, Vice Chair, and Secretary

- **Chair**

**MOTION by Riedmann, SECOND by Hoppe to nominate Terrell McKinney as Chair
Approved 8-0**

- **Vice Chair – Davielle Phillips as vice chair**

**MOTION by Riedmann, SECOND by McKinney to nominate Davielle Phillips as
Vice Chair
Approved 8-0**

- **Secretary**
MOTION by Riedmann, SECOND by McKinney to nominate Carmen Tapio as Secretary
Approved 8-0

5. Adopt Robert's Rules of Order

MOTION by Tapio, SECOND by Aken to adopt Robert's Rules of Order
Approved 8-0

6. Establish Meeting Dates and Time

MOTION by Riedmann, SECOND by McKinney to establish meetings on the first Thursday of the month
Approved 8-0

7. Establish Standing Committees – Governance, Real Estate and Development, Operations, and Finance. Board members are to let Chair know their interest in serving on committees.

MOTION by Tapio, SECOND by Phillips to establish the standing committees
Approved 8-0

ACTION ITEMS

8. RES. 2024-001 – Resolution to Engage City of Omaha Staff: City Clerk's Office – [see attached](#). **(VOTE TODAY)**

Chair Terrell McKinney opened the public hearing on Item 8.

PROPOSERS

Joe Fox, 461 Hartman Avenue

No one else came forward and the public hearing was closed.

MOTION by Aken, SECOND by McKinney to amend RESOLUTION 2024-001 to correct the reference to Omaha Streetcar Authority on page 2
Approved 8-0

MOTION by Warren, SECOND by Tapio to approve RESOLUTION 2024-001 as amended
Approved 8-0

Mayor Stothert joined the meeting to give a welcome and brief introduction to the Inland Port Authority board members.

9. RES. 2024-002 – Resolution to Engage City of Omaha Staff: Law Department – [see attached](#). **(VOTE TODAY)**

Chair Terrell McKinney opened the public hearing on Item 9.

PROPOSERS

Luis Jimenez, 2709 Dewey Avenue

No one else came forward and the public hearing was closed.

**MOTION by Riedmann, SECOND by Aken to amend RESOLUTION 2024-002 to correct the reference to Omaha Streetcar Authority
Approved 8-0**

**MOTION by Hoppe, SECOND by Phillips to approve RESOLUTION 2024-002 as amended
Approved 8-0**

DISCUSSION ITEMS

OPERATING ACTIVITIES

10. District Name

Postponed to September meeting.

11. Meeting Location and Office Space

Mike Riedmann and Jacob Hoppe agreed to look into other options for meeting space.

12. Fiscal Year

The regular calendar year (January-December) will be used.

13. FEIN

Carmen Tapio agreed to work with the City to get the FEIN established.

14. Executive Director and Administrative Staff

The Executive Director position description drafted, part time admin suggested, as soon as group becomes operational both positions will be needed. It was recommended that the Operations Committee finalize the job description and research other port authorities to see how many staff they have. There is much to learn about port authorities in the state so it would be helpful to research others and their structures. The Executive Director could make recommendations for admin support.

It was recommended that email addresses be established for Inland Port Authority members and admin staff so business can be handled outside of personal/business email. The City Clerk's web site is being used temporarily for Inland Port Authority business until the board is operational. It was recommended that board members contact Chair McKinney with committee preferences.

15. RFP for Accounting and Auditing Services

It was recommended that the Finance Committee work on establishing the RFP for accounting and auditing services.

16. RFP for Insurance and Bond Services

This will be assigned the Operations Committee.

17. RFP for Legal Services

This will be assigned to the Governance Committee

18. RFP for Consultant – Visioning

This will be assigned to the Governance Committee and will be postponed to a future meeting.

INLAND PORT AUTHORITY DUTIES

19. Establishment of Innovation District

It was mentioned the board should look at what is required in the statute. There are provisions as well as a timeline. This would be appropriate to assign to one of the standing committees.

20. Establishment of Quarterly Input Meetings

This would be an opportunity to engage members of the public, board, and committees as well as receive feedback. These meetings could potentially be held once a quarter in the evening. Within 90 days of receiving the grant funds the board is required to conduct an input meeting. It would be best for these meetings to be held separate from the regular Inland Port Authority board meetings. It was suggested that a calendar get established so that the input meetings are held before board meetings. It was suggested that this item be assigned to the Governance Committee to come up with a schedule.

21. Establishment of Community Advisory Committee

It was suggested that the board utilize the City Clerk web site to solicit applications for the Community Advisory Committee. Getting the public engaged as soon as possible is important because it will help the board get its work done more quickly.

The application will be posted and available in the City Clerk web site on Friday August 9th. Applications will be due on Friday August 30th. All applications will be submitted before the next board meeting in September. The appointments will be approved at the October board meeting.

22. Receipt and Use of Grant Funds

Funds for the Innovation District will be transferred to the Inland Port Authority. Funds for the Airport Business Park are not transferred but the Inland Port Authority has oversight.

PROPOSED PROJECTS

23. Letter of Support for Airport Business Park Project, as requested by Burlington Capital and Omaha Economic Development Corporation.

SPEAKERS:

Michael Maroney, OEDC, 2221 North 24th Street

Joe Fox, 461 Hartman Avenue, East Omaha Neighborhood Association

Joe Higgins, 1110 East Camden Avenue, Levi Sherman Neighborhood Association

It was requested that a copy of the executed agreement with DED for the Airport Business Park as well as a copy of the master plan be distributed to the Inland Port Authority board members. It was also requested that a presentation be made to the Inland Port Authority regarding what exactly is being proposed and how the funds would be expended. The contract requires 45 million dollars to be disbursed up front and the funds are time sensitive to Dec 2027. Warren added Grant total \$89,600,000 contract. Requirement for community meetings. Letter of support needed from OIPA and the plan does not allow displacement of residents. OIPA has oversight.

ADJOURNMENT

**MOTION by Warren, SECOND by Aken that the meeting be adjourned
Approved 8-0**

MEETING ADJOURNED AT: 10:53 A.M.

For Office Use Only:

Publication Date (if applicable): _____

Agenda Date: _____

Submitter: _____

INLAND PORT AUTHORITY
LEGISLATIVE CHAMBER
Omaha, Nebraska

RESOLVED BY THE BOARD OF COMMISSIONERS of the INLAND PORT AUTHORITY:

WHEREAS, pursuant to the Municipal Inland Port Authority Act, Neb. Rev. Stat. §§13-3301 to 13-3313, the City of Omaha created an inland port authority, designated an inland port district and appointed a board of commissioners to administer the business of the inland port authority; and

WHEREAS, pursuant to the Neb. Rev. Stat. §81-12,241.01(5), the Nebraska Department of Economic Development (DED) desires to assign to the Inland Port Authority Contract No. 24-11-271, by and between the DED and Omaha Economic Development Corporation (OEDC) (the "Contract"), under which OEDC was awarded \$89,618,400 in grant funding to develop a business park; and

WHEREAS, the Inland Port Authority desires to accept assignment of the Contract and assume all rights and obligations of the DED thereunder, pursuant to the Assignment and Assumption Agreement attached hereto as Exhibit "A"; and

WHEREAS, upon approval and execution of the Assignment and Assumption Agreement and the creation of the necessary administrative or financial accounts in the name of the Inland Port Authority, the DED will transfer the \$89,618,400 obligations by the Contract to the Inland Port Authority; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INLAND PORT AUTHORITY

THAT the Chairman of the Board of Directors be authorized to execute the Assignment and Assumption Agreement on behalf of the Inland Port Authority, attached as Exhibit "A".

APPROVED AS TO FORM:


DEPUTY CITY ATTORNEY

9/3/2024
DATE

Adopted: _____

Approved: _____
Chair

Attested by: _____

**STATE OF NEBRASKA - DEPARTMENT OF ECONOMIC DEVELOPMENT
AIRPORT BUSINESS PARK GRANT PROGRAM
CONTRACT NO. 24-11-271**

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Assignment”) is entered into between the Nebraska Department of Economic Development (“the Department”) and the Omaha Inland Port Authority, effective upon the date of signature by both parties (“the Effective Date”).

RECITALS

- A. Neb. Rev. Stat. § 81-12,241(4)(a), part of the Economic Recovery Act, provides that the Department shall provide grant funding not to exceed ninety million dollars in grants to a nonprofit economic development organization for the development of a business park located within or adjacent to one or more qualified census tracts located within the boundaries of a city of the metropolitan class and within two miles of a major airport as that term is defined within Nebraska law.
- B. On June 24, 2024, the Department entered into Contract No. 24-11-271 with Omaha Economic Development Corporation (“OEDC”), under which OEDC was awarded \$89,618,400 in grant funding to develop a business park in accordance with the statutory requirements and the Master Plan produced by OEDC.
- C. Release of the grant funds was contingent upon OEDC fulfilling specific pre-award conditions listed in Contract No. 24-11-271. As of the date of execution of this Assignment, the pre-award conditions have not been fulfilled and no funds have been disbursed pursuant to Contract No. 24-11-271.
- D. A copy of Contract No. 24-11-271 is attached as Exhibit 1.
- E. Neb. Rev. Stat. § 81-12,241.01(5) provides that the Department may assign any grant or contract awarded under the Economic Recovery Act to a city of the metropolitan class or to an inland port authority located within such city.
- F. The Omaha Inland Port Authority is an inland port authority located within a city of the metropolitan class.
- G. The Department desires to assign Contract No. 24-11-271 to the Omaha Inland Port Authority.
- H. The Omaha Inland Port Authority desires to assume the Department’s obligations under Contract No. 24-11-271.

- I. The Department and the Omaha Inland Port Authority have determined that it will best accomplish the goals and intent of Contract No. 24-11-271 and Neb. Rev. Stat. § 81-12,241(4)(a) if Contract No. 24-11-271 is assigned from the Department to the Omaha Inland Port Authority.

NOW THEREFORE, in consideration of the mutual promises and understandings of the parties as set forth below, the receipt and sufficiency of which is hereby acknowledged, the Department and the Omaha Inland Port Authority agree as follows:

1. **Assignment.** As of the Effective Date, the Department hereby assigns to the Omaha Inland Port Authority all of its right, title, and interest in and to Contract No. 24-11-271.

2. **Assumption.** As of the Effective Date, the Omaha Inland Port Authority hereby assumes Contract No. 24-11-271 for the balance of its term and agrees to faithfully perform and fulfill all of the covenants, conditions, and obligations of the Department contained in Contract No. 24-11-271.

3. **Transfer of Funds.** After execution of this Assignment and upon the Department's receipt of any administrative documentation necessary to enable the transfer, the Department shall transfer the \$89,618,400 obligated by Contract No. 24-11-271 to the Omaha Inland Port Authority.

4. **Miscellaneous.** The recitals set forth above are fully incorporated with the same force and effect as though restated herein. Capitalized terms specifically defined in this Assignment have the meaning ascribed to them in the Contract.

THE PARTIES HERETO HAVE EXECUTED THIS ASSIGNMENT

The parties acknowledge they have read and understand this Assignment, they agree to its provisions, and that it shall be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT By: _____ Signature of Authorized Official K.C. Belitz Director Department of Economic Development 245 Fallbrook Boulevard, Suite 002 Lincoln, NE 68521 _____ Date	OMAHA INLAND PORT AUTHORITY By: _____ Signature of Authorized Official _____ Name _____ Title _____ Street Address _____ City, State, Zip _____ Date
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**STATE OF NEBRASKA - DEPARTMENT OF ECONOMIC DEVELOPMENT
AIRPORT BUSINESS PARK GRANT PROGRAM
AWARD AGREEMENT
CONTRACT NO. 24-11-271**

In consideration of the mutual promises and understandings of the parties as set forth below, this Award Agreement is entered into between the State of Nebraska – Department of Economic Development (“the Department”) and Omaha Economic Development Corporation (“Recipient”) upon the date of signature by both parties.

This contract is a grant of state financial assistance by the Department to Recipient intended to assist, stimulate, and support Recipient in carrying out its allowable activities pursuant to Neb. Rev. Stat. § 81-12,241, as requested by Recipient in its application to the Department for state financial assistance. The Department and Recipient each agree to be bound by the applicable terms and conditions of this Award Agreement, the Department’s Program Manual, and state law.

Pursuant to Award Agreement 23-11-0240 between the Department and Recipient, Recipient produced a Master Plan for development and creation of the business park described by Neb. Rev. Stat. § 81-12,241. That Master Plan is attached as Exhibit A and hereby incorporated by reference into this Agreement.

ARTICLE 1: REQUIRED DATA ELEMENTS

Recipient Name:	Omaha Economic Development Corporation
Period of Performance Start and End Date:	January 10, 2023 – December 31, 2027
Total Amount of the Grant Award:	\$89,618,400
Name of Awarding State Agency:	Nebraska Department of Economic Development
Funding Source:	State of Nebraska – Cash Fund
Name and Contact Information for Official / Program Manager:	Daren Waters, Jr. 402-480-9004 daren.waters@nebraska.gov

ARTICLE 2: SCOPE OF SERVICE

By executing the Master Plan, as may be amended by agreement of DED, Recipient shall develop a business park, in accordance with the Master Plan, within or adjacent to one or more qualified census tracts located within the boundaries of a city of the metropolitan class and within two miles of a major airport (the “Project”). Recipient shall be responsible for the design, engineering, permitting, and construction of the Project to meet the Objectives of the

Project as set forth in the Master Plan. The Project shall be commenced within the Period of Performance set forth in Article 1 above and thereafter prosecuted with due diligence and continuity and will achieve final expenditure of the Project Funds by the End Date set forth above, unless extended by mutual agreement. A copy of the Master Plan is attached as Exhibit A and hereby incorporated into this Award Agreement.

ARTICLE 3: PAYMENT AND REIMBURSEMENT

3.1 – Total Amount of Funds Committed

The Department shall disburse funds to Recipient to fund the Project in a total amount not to exceed \$89,618,400 (the “Project Funds”). This is the total amount of funds committed to Recipient from the Department.

3.2 – General Disbursement Guidelines

Disbursements of Project Funds shall be made to Recipient in the form and manner determined by the Department and in accordance with the requirements of this Award Agreement. At its discretion, the Department shall request supporting documentation or written justifications from Recipient for any Project expenditures. The Department may impose mandatory preapproval thresholds for planned purchases by Recipient in excess of a designated amount.

3.3 – Specific Pre-Award Conditions

Prior to release of the Project Funds, Recipient shall:

1. Prepare and submit to the Department a ten-year financial pro forma, and complete due diligence on such ten-year financial pro forma, and submit documentation of such due diligence in a form satisfactory to the Department;
2. Hold two public input meetings to receive public input regarding concerns, ideas, and priorities for economic development initiatives within the business park. Such public input meetings shall provide a platform for dialogue and collaboration between residents, the developer, local government officials, and other stakeholders; and
3. Obtain and provide to the Department a letter of support from the Inland Port Authority managing the inland port district in which the business park is located.

3.4 – Allowable Costs

Recipient is responsible for the efficient and effective administration of the Project Funds through the application of sound management practices. Recipient assumes the responsibility for administering the Project Funds in a manner that is consistent with this Award Agreement, Project objectives, and the laws of the State of Nebraska.

Recipient may only use Project Funds for the stated and approved purposes set forth in this Award Agreement, including administration of the Project. Costs must be allowable, reasonable, and treated consistently.

Costs must meet the following general criteria in order to be allowable:

1. Be necessary and reasonable for the performance of the Project;
2. Conform to any limitations or exclusions set forth in applicable law or established by the Department pursuant to this Award Agreement;
3. Be determined in accordance with generally accepted accounting principles;
4. Be adequately documented; and
5. Be incurred during the approved Period of Performance.

A cost is “necessary” if the cost is ordinary and necessary to the administration, performance, management, or execution, of the Project as set forth in the Master Plan.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person, for a service or product, under similar circumstances prevailing at the time the decision was made to incur the cost.

A cost is treated consistently when all costs incurred for the same purpose and in like circumstances are treated uniformly either as direct costs or as indirect costs.

Recipients may retain a maximum of 10% of Project Funds for costs associated with the administration of the Project. A portion of the administrative fee can be paid at the time of the initial Project Funds Advance as set forth Section 3.4, below, and subsequent payment may be made at expected monthly advances as set forth below in Section 3.5.

Upon execution of this Award Agreement and satisfaction of any pre-award conditions specified in the Award Agreement, the Program Manual, or Nebraska law, the Department shall issue a Notice of Release of Funds. Upon receiving the Notice of Release of Funds, Recipient may request disbursement of Project Funds for eligible costs. A Notice of Release of Funds shall not be issued if there are any unresolved audit findings relating to a past award which remain unresolved beyond the normal period or are deemed to be misconduct.

Recipient shall timely provide the Department with adequate documentation, as detailed in Article 4, substantiating that all Project Funds were used for allowable expenses. The documentation shall be reviewed by the Department to determine compliance with the necessary conditions and requirements of the Program Manual, this Award Agreement, and applicable law. The Department may require repayment of any Project Funds that were not used in accordance with such requirements.

3.5 – Initial Project Funds Advance

The Department shall advance 50% of the Project Funds for a total not to exceed \$44,809,200 to Recipient after execution of this Award Agreement.

3.6 – Monthly Project Funds Advance Payments

Recipient may also be entitled to equal monthly payments of remaining Project Funds until the Project is complete, the total amount of funds committed is paid in full, or December 31, 2026,

whichever occurs first. Recipient's duties under this Award Agreement shall continue until the Project is complete even if all Project Funds have been disbursed by the Department prior to completion of the Project. Payments may be withheld for failure to timely report all expenses that utilize Project Funds, failure to timely complete financial or performance reports, or failure to adhere to any other terms or conditions of this Award Agreement. Payments may also be reduced upon a documented finding that such Project Funds are not being used for the purpose for which the grant was awarded.

3.7 – Dedicated Account Requirement

Notwithstanding any other provision of this Award Agreement, before the release of any grant funds under the Award Agreement, Recipient shall establish a distinct bank account exclusively for the management of the Project Funds. Recipient shall maintain Project Funds disbursed pursuant to this Award Agreement in said account. Such Project Funds shall not be commingled with other funds.

3.8 – ACH Requirement

All eligible expenses must be incurred within the Period of Performance identified in Article 1. Recipient must complete and submit the State of Nebraska Form W-9 and ACH Enrollment Form prior to making any requests for payments.

Project Funds advances shall be made by electronic deposit to the account designated by Recipient on the State of Nebraska ACH Enrollment Form (or such other method as deemed appropriate by the Department) in accordance with the requirements of this Award Agreement.

ARTICLE 4: RECIPIENT REPORTING

4.1 – General Reporting Requirements

Recipient shall report to the Department and shall cooperate and confer as necessary to ensure satisfactory work. Recipient should direct all contact to its Program Manager, as previously identified in Article 1. All reports made in connection with this Award Agreement are subject to review and final approval by the Department. The Department may review and inspect Recipient's activities during the term of the Award Agreement. Additionally, after reasonable notice of at least twenty-four hours to Recipient, the Department may review any of Recipient's internal records, reports, or insurance policies. If the Department, at its sole discretion, determines that Recipient's performance is unsatisfactory or noncompliant, disbursements may be withheld, costs disallowed, the award may be suspended, or any other action deemed appropriate by the Department may be implemented.

All financial, performance, and any supplemental reports shall be submitted electronically through the Department's Grant Management System ("GMS"), AmpliFund. Financial and performance reports must be aligned and supportive of one another. Recipient's Program Manager shall provide a direct link for Recipient to utilize for reporting purposes.

All final financial and performance reports shall be submitted by Recipient within thirty days of the end of the Period of Performance, unless an extension of time is granted in writing by the Department. In the event of a termination of this Award Agreement, all final financial and performance reports shall be submitted by Recipient within thirty days of the date of termination.

Failure to provide required reports to the Department by the required due dates may result in the Department declaring Recipient to be in substantial breach of this Award Agreement, for which the Department may immediately terminate this Award Agreement and require repayment of all Project Funds disbursed to Recipient for the Project.

Recipient shall permit the Department and State of Nebraska Auditors to have access to Recipient's records and financial statements as necessary to comply with all applicable federal, state, and local laws and regulations.

4.2 – Financial Reporting

Recipient agrees to submit quarterly financial reports in the format required by the Department. Recipient shall timely submit all financial reports through the Department's GMS. Reports are due on the fifteenth day after the end of the corresponding quarter. Financial reports shall align with Recipient's proposed budget and shall be supported by appropriate documentation (payroll records, invoices, receipts, etc.). Failure to submit such required reports may cause a delay or suspension of funding or a termination of the Award Agreement.

4.3 – Performance Reporting

Recipient agrees to submit quarterly performance reports in the format required by the Department. Recipient shall timely submit all performance reports through the Department's GMS. Reports are due on the fifteenth day after the end of the corresponding quarter. Failure to submit such required reports may cause a delay or suspension of funding or a termination of the Award Agreement.

4.4 – Additional Reporting

The Department may require Recipient to submit additional financial and performance reports at intervals determined by the Department. The Department may request additional information and change the frequency of reporting at its discretion based on its assessment of Recipient's program performance. Any additional reporting under this section shall require 120 days advance notice to Recipient. Failure to submit such required reports may cause a delay or suspension of funding or a termination of the Award Agreement.

4.5 – Conflict of Interest

No employee, officer, or agent of Recipient may participate in the selection, award, or administration of a contract supported by this award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization

which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

In the event a prohibited conflict of interest arises, Recipient must immediately inform the Department. Upon written request, exceptions may be granted by the Department on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Project.

4.6 – Disclosure, Fraud or Other Problematic Situations

Recipient shall promptly disclose in writing to the Department all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award Agreement. Recipient shall promptly report to the Department if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE 5: MONITORING

5.1 – Recipient Monitoring

The Department shall implement appropriate monitoring measures of Recipient’s Project activities as the Department determines necessary to ensure the funds under this Award Agreement are used for authorized purposes only and the Project goals are achieved. Monitoring requirements shall be imposed by the Department at its discretion, which may include periodic meetings and communications exchanged between the Department and Recipient, preparation of desktop reviews by Recipient for review by the Department, and Recipient site visits by the Department.

ARTICLE 6: CORRECTIVE ACTION AND SAFEGUARDS

6.1 – Corrective Action

The Department, in its sole discretion, may adjust the conditions of this Award Agreement as a corrective action for any deficiency, unsatisfactory performance, or noncompliance with the Award Agreement. The Department shall provide written notice to Recipient of any corrective action within a reasonable time after the Department learns of the deficiency, unsatisfactory performance, or Recipient’s noncompliance with the Award Agreement.

Additional Award Agreement conditions imposed as a corrective action may include, but are not limited to, the following items:

1. Disbursing Project Funds as reimbursements rather than cash advance payments;
2. Withholding payments until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports, including but not limited to audited financial reports;
4. Requiring additional project compliance monitoring;
5. Requiring Recipient to obtain technical or management assistance;
6. Requiring Recipient to address specific internal control, documentation, financial management, performance, or compliance issues within a specified time period; and
7. Establishing additional prior approvals for expenses.

The Department may remove any additional Award Agreement conditions once the deficiencies that prompted the requirements have been satisfied.

6.2 – Safeguards

If the Department determines that Recipient materially fails to comply with any term of this Award Agreement, any amendment thereto, any state statute or regulation, any assurance, any notice of award, or any other applicable requirement, the Department, in its sole discretion and in addition to any other actions permitted by this Award Agreement, may impose safeguards including, but not limited to:

1. Withholding payments pending correction of the deficiency or more severe enforcement action by the Department;
1. Disallowing or denying use of Project Funds for all or part of the cost of the activity or action not in compliance;
2. Disallowing claims for reimbursement;
3. Requiring return or offset of previous disbursements;
4. Prohibiting Recipient from applying for or receiving additional funds for other grant programs administered by the Department until repayment to the Department is made and any other compliance or audit finding is satisfactorily resolved;
5. Reducing the total amount of Project Funds committed by the Department; or
6. Taking other remedies or appropriate actions.

The Department shall provide written notice to Recipient of any safeguard within a reasonable time after the Department learns of Recipient's noncompliance with the Award Agreement.

ARTICLE 7: TERMINATION

7.1 – Termination Due to Loss of Funds

This Award Agreement shall terminate, in whole or in part, in the event the Department suffers a loss of the funding which permitted it to fund this grant. In such an event, the Department shall provide Recipient written notice setting forth the effective date of full or partial termination.

7.2 – Mutual Termination

This Award Agreement may be terminated, in whole or in part, during the Period of Performance, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including effective date and the portion of the Award Agreement to be terminated.

7.3 – Termination for Cause

If the Department reasonably determines that Recipient materially fails to comply with any term of this Award Agreement, any amendment thereto, any state statute or regulation, any assurance, any notice of award, or any other applicable requirement, the Department in its sole discretion may take the following actions in addition to other corrective actions or remedies specified in this Award Agreement:

- a) **Suspension.** After notice to Recipient, suspend the Award Agreement and withhold any further payment or prohibit Recipient from incurring additional obligations of Project Funds, pending corrective action by Recipient or a decision to terminate. The recipient must be notified of the suspension in writing. At a minimum, the notice must be sent by certified mail or electronically with confirmation of receipt, must state that the Department is imposing suspension of the award, the reason why, and what the recipient can do to remedy the situation. If immediate action is not necessary to protect the State's interest, the Department should provide a minimum of 30 days' notice, informing the recipient that, unless information is received within the 30 days' establishing compliance by the recipient with the requested remedial actions, the Department will proceed with the suspension of the award.
- b) **Termination.** Terminate the Award Agreement, in whole or in part, at any time before the end of the Period of Performance, whenever it is reasonably determined that Recipient has materially failed to comply with the terms and conditions of this Award Agreement. The Department shall promptly notify Recipient in writing of the intent to terminate and provide Recipient a reasonable opportunity (not less than thirty days) to cure if cure is possible. If cure cannot be or has not been made, the Department shall notify Recipient in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Recipient or recoveries by the Department under this Award Agreement shall be in accord with the legal rights and liabilities of the parties. Any costs previously paid by the

Department which are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants (if any).

7.4 – Obligations Incurred During Suspension or Termination

Recipient's costs resulting from obligations incurred during a suspension or after termination of this Award Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently.

ARTICLE 8: OTHER CONTRACTUAL CONDITIONS

8.1 – Verification of Work Eligibility Status for New Employees

Recipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this Award Agreement. 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.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by Recipient in performing this Award Agreement. Recipient shall be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by Recipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. § 4-114 and, as such, shall be deemed a substantial breach and grounds for termination of the Award Agreement.

8.2 – Authorization of Project Publicity, Information Sharing, and Events

Prior to announcing or referring to the grant, grant activities, or any related activities in news releases, press conferences, or other media, Recipient will inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the grant or grant activities under this contract.

Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the grant or grant activities. The Department is not required to obtain any approval, written or otherwise, from Recipient prior to releasing information about the Project.

8.3 – Notification of Project Staff Changes

Recipient shall make reasonable efforts to keep the Department informed of changes in Recipient’s staff that relate to the Project such as the departure of key persons. The Department shall promptly inform Recipient, in writing, of a change in Program Manager.

8.4 – Notice

Except as otherwise expressly specified herein, all notices under this Award Agreement shall be in writing and shall be deemed to have been given if delivered personally, mailed by certified U.S. Mail, postage prepaid, to the parties at their respective addresses set forth in this Award Agreement, or at such other addresses as may be specified in writing by either of the parties, or sent electronically to the email addresses specified in Article 1 or Section 8.4. All notices, requests, or communications shall be deemed effective upon personal delivery, the date email is sent to the correct address, or three calendar days following deposit in the U.S. Mail. Notices shall be sent to the following addresses:

Nebraska Department of Economic Development:	Nebraska Department of Economic Development Attn: Legal Department 245 Fallbrook Blvd, Suite 2 Lincoln, NE 68521
--	---

Omaha Economic Development Corporation	Michael Maroney 2221 North 24th Street Omaha, Nebraska 68110 mrobinson@oedc.info
--	---

8.5 – Force Majeure

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Award Agreement due to a natural disaster or other similar event outside the control of and not the fault of the affected party (“Force Majeure Event”). A party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant full or partial relief from performance of the Award Agreement if Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon Recipient. To obtain relief based on a Force Majeure Event, Recipient must file a written request for such relief with the Department.

Labor disputes with the impacted party’s own employees shall not be considered a Force Majeure Event and shall not suspend performance requirements under this Award Agreement.

8.6 – Designation of Officials and Amendments

The Director of the Department (or his or her designee) is the official authorized to execute this Award Agreement and any amendments to this Award Agreement on behalf of the Department. The individual identified in Recipient’s Application shall be deemed the official

authorized to execute the Award Agreement and any amendments to this Award Agreement until and unless Recipient gives notice of a new authorized official. Such notice may be given electronically.

Recipient or the Department may request amendments to this Award Agreement. Amendments shall not be effective until mutually agreed to in writing by both parties.

8.7 – Waivers in Writing; No Assignment of Interest; Severability

No conditions or provisions of this Award Agreement can be waived without the express written agreement of the Department.

Recipient shall not assign any interest in this Award Agreement without the express written agreement of the Department; any assignments under the Award Agreement without such written approval shall be void.

If any provision under this Award Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, the invalidity shall not affect other provisions of this Award Agreement.

8.8 – State Non-Liability/Hold Harmless

Each Party shall indemnify and hold the other harmless from any and all claims, demands, and actions based upon, or arising out of, any activities performed by the Parties, or by their associates, employees, contractors, and subcontractors under this Award Agreement.

8.9 – Relationship of the Parties

Nothing in this Award Agreement should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party.

Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against Recipient, its officers, or its agents shall in no way be the responsibility of the Department. Recipient shall hold the Department harmless from any and all such claims.

8.10 – Permits and Licenses, Compliance with Applicable Law

Recipient shall comply with any and all laws and regulations, including any and all county or municipal ordinances, rules, regulations, and statutes established by the State of Nebraska and its respective political subdivisions, that are relevant to the performance of the scope of work set forth in this Award Agreement.

Recipient shall procure at its own expense and maintain for the duration of this Award Agreement any state, county, city, or federal license, authorization, insurance, waiver,

permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Recipient to provide the services required by this Award Agreement.

8.11 – Drug Free Workplace

Recipient certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Recipient agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

8.12 – Insurance

Recipient agrees to provide insurance coverage for real property acquired, rented, or improved with Project Funds that is, at a minimum, equivalent to the insurance Recipient provides for its other property, or agrees to ensure that such insurance coverage is provided by the owner of the real property.

8.13 – Political Activity

No portion of the Project Funds shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to influence the approval or defeat of any ballot issue.

8.14 – Closeout

Recipient shall comply with grant closeout procedures as specified by the Department to ensure a timely closeout. The closeout of the grant provided under this Award Agreement does not affect the right of the Department or any duly authorized official of the state government to disallow costs and recover funds from Recipient on the basis of a later audit or other review. The obligation of Recipient to return any funds due as a result of an audit is not affected by closeout of this grant or termination of this Award Agreement.

8.15 – Maintenance and Access to Records

The State of Nebraska or the Department shall have the right of access to records (electronic and otherwise) of Recipient to conduct audits or other investigations. Records shall be maintained by Recipient for a period of five years after all funds have been expended or returned to the State, whichever is later.

8.16 – Laws Prohibiting Discrimination

Recipient agrees to comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin. Recipient further agrees to comply with all applicable provisions of the Civil Rights Act, the Rehabilitation Act, the Age Discrimination Act, and the Americans with Disabilities Act. In providing Project services or benefits, Recipient shall not discriminate on the basis of race, color, national

origin, sex (including sexual orientation and gender identity), religion, disability, age, or familial status.

8.17 – Disclaimer

The State of Nebraska expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award Agreement or any contract or subcontract utilizing grant award funds.

The acceptance of the grant award by Recipient does not in any way establish an agency relationship between the Department and Recipient.

8.18 – False Statements

Recipient understands that making false statements or claims in connection with this grant award may be a violation of state law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state awards or contracts, the termination of this Award Agreement, and/or any other remedy available by law.

8.19 – Acquisition of Real Property and Displacement of Persons

Acquisition of real property necessary to execute the Master Plan shall be the responsibility of Recipient. Any displacement of individuals shall comply with the Relocation Assistance Act, Neb. Rev. Stat. §§ 76-1214 to 76-1242. For purposes of the Airport Business Park Grant Program, Recipient shall be the “Displacing agency” as defined by Neb. Rev. Stat. § 76-1222 and all duties imposed upon the displacing agency by the Relocation Assistance Act shall be the sole responsibility of Recipient. Acquisitions of real property using Project Funds must be voluntary.

8.20 – Unused Project Funds

If Recipient does not use the Project Funds received on the Project, the Department may (a) require the Recipient to return such Project Funds upon a documented finding that such funds have not been used on the Project or (b) reduce any future monthly payments by the amount of such unused Project Funds paid.

8.21 – Proceeds from Lease, Sale, or Purchase of Real Property

All proceeds from the lease, sale, or purchase of any real property in the business park by Recipient shall only be used for the business park for a minimum of fifteen years after the receipt of any Project Funds.

8.22 – Community Advisory Committee Meetings

Recipient shall attend all meetings of the community advisory committee created pursuant to Section 7 of Nebraska LB 164 (2024).

8.23 – Remedies

In addition to any and all remedies set forth in this Award Agreement, the Parties shall have any and all remedies available under state law.

8.24 – Entire Agreement; Binding Effect; Counterparts; Governing Law

This instrument, along with any attachments, the approved Application, the Master Plan produced by Recipient pursuant to the Airport Business Park Planning Grant, and those items incorporated by reference, contain the entire Award Agreement between the parties.

This Award Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, and legal representatives of the parties.

This Award Agreement, or any amendment thereof, may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

This Award Agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

The parties acknowledge they have read and understand this Award Agreement, they agree to its provisions, and that it shall be effective on the date when both parties have signed.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>DocuSigned by: <i>K.C. Belitz</i></p> <p>By: _____ E9DD87BE1FE41A... Signature of Authorized Official</p> <p>K.C. Belitz Director Department of Economic Development</p> <p>245 Fallbrook Boulevard, Suite 002 Lincoln, NE 68521</p> <p>6/24/2024 _____ Date</p>	<p>OMAHA ECONOMIC DEVELOPMENT CORPORATION</p> <p>DocuSigned by: <i>Michael Maroney</i></p> <p>By: _____ DA0FA7D38F9945Z... Signature of Authorized Official</p> <p>Michael Maroney _____ Name</p> <p>President _____ Title</p> <p>2221 North 24th Street _____ Street Address</p> <p>Omaha, Ne. 68110 _____ City, State, Zip</p> <p>6/24/2024 _____ Date</p>
---	--

MASTER PLAN

AIRPORT BUSINESS PARK PROGRAM GRANT

24-11-271 EXHIBIT A





ACKNOWLEDGEMENTS



PROJECT TEAM

Michael Maroney *Omaha Economic Development Corporation*

George Achola *Burlington Capital*

Jeffrey Randall *Burlington Capital*

Mark Norman *Greater Omaha Chamber of Commerce*

Jacquelyn Morrison *City of Omaha Mayor's Office*

CONTRIBUTORS

City of Omaha Mayor's Office

City of Omaha Public Works

City of Omaha Planning Department

Nebraska Department of Economic Development

Omaha Public Power District

Metropolitan Utilities District

PROFESSIONAL SERVICES

Lamp Rynearson

Midwest Right of Way

Thiele Geotech

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The Development Project Team thanks all those who attended a workshop; called, emailed or visited with suggestions and ideas; provided insights, thoughts and guidance; and assisted through the course of the planning process. If your organization has inadvertently been omitted, we apologize and thank you for your valuable contributions.

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EXECUTIVE SUMMARY.

Catalysts for change in North Omaha.

The Airport Business Park Program is a rare opportunity to create an industrial and commercial business park in or adjacent to Qualified Census Tracts (QCTs) within two miles of a major airport. It was created through LB 1024 by the Nebraska Legislature in 2022, and is an authorized use of funding from the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) – designed to provide state governments with the resources needed to respond to the COVID-19 pandemic and its economic effects and to build a stronger economy during recovery. The Airport Business Park Project was identified in the North Omaha Recovery Plan and builds off previous studies and the existing Airport Business Park.

As stated by Senators McKinney and Wayne in the North Omaha Recovery Plan, “The COVID-19 pandemic demonstrated how poverty exacerbates disparities in public health and safety outcomes for residents living in low-income and or/segregated neighborhoods.” Further funding for the program was provided by the Legislature in 2023 with the passage of LB 531.

This program provides a once-in-a-generation opportunity to create sustainable economic change for North Omaha by spurring economic development and attracting employers to the area that will provide quality jobs and employment to the local workforce. It is representative of the State of Nebraska and City of Omaha’s long-term commitment to economic and workforce development in North Omaha.

Project History

A 2011 and subsequent 2021 planning effort identified two sites within North Omaha near Eppley Airfield that were candidates for industrial parks - an effort which, in this Master Planning effort, was verified and expanded on. These sites are referred to as **Lake View Business Park I (LVBP I)** and **Lake View Business Park II (LVBP II)**. These sites were identified due to their proximity to the airport and a qualified workforce as well as the ability to create large, industrial use lots on tracts of land that are relatively undeveloped or underdeveloped today.

1
LAKE VIEW BUSINESS PARK I
This site is located west of Carter Lake and is bounded to the south by Locust Street and to the west by 16th Street.

2
LAKE VIEW BUSINESS PARK II
This site is located north of Carter Lake and is bounded to the north by Storz Expressway and to the west by 9th Street.

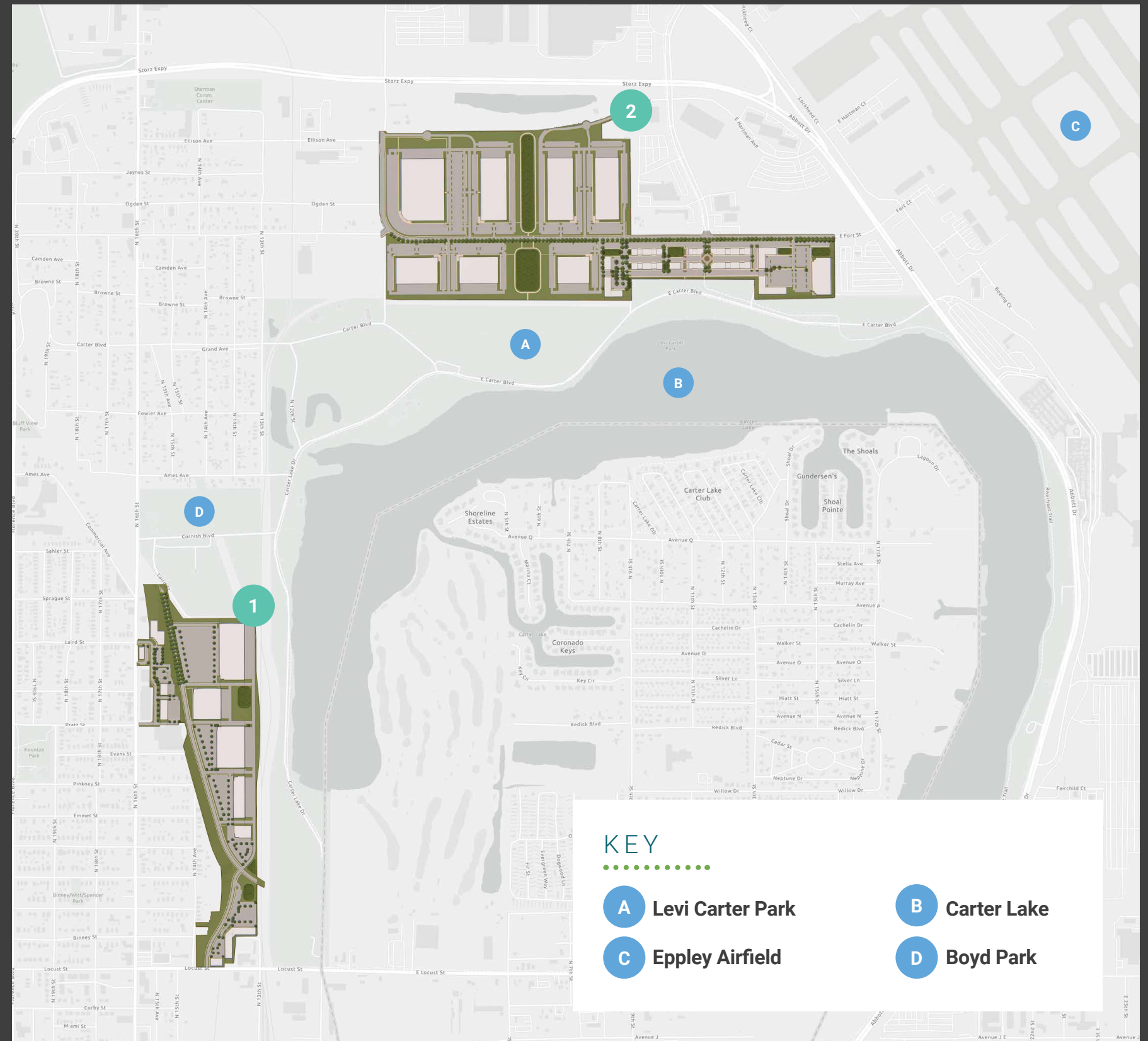


FIGURE 1: LAKE VIEW BUSINESS PARK I AND LAKE VIEW BUSINESS PARK II LOCATIONS

EXECUTIVE SUMMARY (CONTINUED)

Plan Objectives

The purpose of this plan is to provide a conceptual layout to guide the future growth and development of an airport business park. This plan was developed in partnership between the Omaha Economic Development Corporation (OEDC), the Greater Omaha Chamber of Commerce and their subsidiary the Omaha Development Foundation, as well as Burlington Capital and a variety of community and governmental stakeholders.

The conceptual layout and future growth and development of Lake View Business Park I and Lake View Business Park II are driven by several key objectives:

Economic Growth: Attracting a variety of business types and owners creates innovation and jobs in a diverse economic ecosystem.

Economic Impact: Benefits of the development are directed towards local residents of 12 Qualified Census Tracts in North Omaha. Employment opportunities at these project sites create “ladders of opportunity” and wealth-building mechanisms for local workers who have been disproportionately impacted by the effects of COVID-19 and other economic factors, as well as wider-reaching benefits on the community and state.

Infrastructure Development: The plan provides guidance for infrastructure investments including transportation networks, utilities, and public amenities to support the developments and revitalize the community.

Land Use Diversification: Land Use and zoning that accommodates a mix of industrial and commercial uses to attract a broad range of businesses.

Environmental Sustainability: Ensuring sustainable development such as green building practices, energy efficiency, and enhancing natural areas.

Stakeholder Engagement: The plan is informed by a broad representation of stakeholders who have extensive experience working in the qualified census tracts and offer subject matter expertise as well potential strategic partnership opportunities in the implementation of the plan.

Expected Outcomes

The development is expected to commence when the Notice to Proceed is issued by the Nebraska Department of Economic Development. Lake View Business Park I will have a start date of February 1 after the expected Notice to Proceed with buildable lots projected to be ready for development at the end of 2026. Development of Lake View Business Park II will similarly begin following the Notice to Proceed and be completed in two phases with buildable lots available in the second quarter of 2027.

PROJECT COST

The estimated costs to prepare LVBP I and LVBP II total \$199,367,265.

LVBP I: \$61,627,100

LVBP II Phase I: \$70,816,430

LVBP II Phase II: \$66,923,735

PROJECT IMPACT

At full build-out, the two sites will generate an estimated 1,600 new jobs. The model projects 482 new jobs within Lake View Business Park I and 1,118 new jobs located at Lake View Business Park II. These new jobs will add a total of \$604.7 million the Nebraska economy, nearly a 3:1 return on investment.



CONCEPTUAL VIEW OF LAKE VIEW BUSINESS PARK I FROM 16TH STREET



CONCEPTUAL VIEW OF LAKE VIEW BUSINESS PARK II LOOKING WEST DOWN FORT STREET

LETTER FROM THE TEAM

We are pleased to present for review and consideration the **Master Plan for the Airport Business Park**. The Airport Business Park Program was created by the Nebraska Legislature through LB 1024 in 2022 and funded with Federal funds provided through the American Rescue Plan Act (ARPA) to give communities the resources needed to respond to the negative impact of the COVID-19 pandemic. Additional funding was authorized by the Legislature with the passage of LB 531 in 2022.

The Omaha Economic Development Corporation (OEDC) was named subrecipient of the Phase 1 grant to develop a Master Plan for the development of an airport business park, in coordination with our partners at the Omaha Development Foundation (ODF) and the Greater Omaha Chamber of Commerce. The program designates funding for the creation of an airport business park, located within or adjacent to a Qualified Census Tract (QCT) located within the boundaries of a metropolitan class city and within two miles of a major airport.

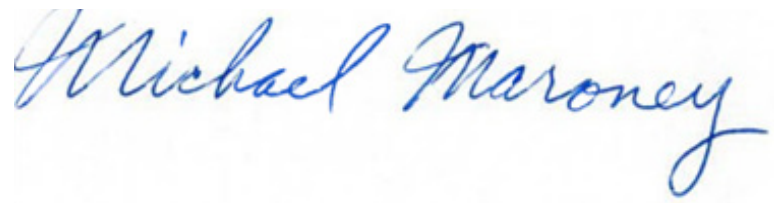
The Master Plan we present proposes the development of a business park in North Omaha, a community that was disproportionately negatively impacted from the effects of the COVID-19 pandemic. Senators McKinney and Wayne created the North Omaha Recovery Plan to “address not only the systematic roots of poverty, but its symptoms as well [...] by rebuilding our infrastructure, uplifting our workforce, investing in high growth businesses, focused on place-based economic development, and funding community-based violence prevention and interruption programs.”

The idea for a business park in North Omaha near Eppley Airfield has been studied and researched for over a decade. It is from this solid foundation that we built upon and expanded the scope to include two project sites locations within close proximity to each other. The project location also benefits from close proximity to Carter Lake, Levi Carter Park, and 16th Street - a major thoroughfare through North Omaha.

The recovery plan goes on to identify the idea of an airport business park in North Omaha that “will be a modern industrial park, integrated seamlessly within the context of its site and adjacent to the existing Airport Business Park. It will be distinguished by modern amenities, landscape, harmonious architectural styles and generous multi-use-open spaces. Unique features of the plan will be the circulation system, large flexible parcels, multi-use open spaces and streetscapes.” The Master Plan we present here used this vision as our guide star and the plan specifies the approach and steps to achieve this grand vision.

We see this project as being the opportunity of a lifetime to create a lifetime of opportunity for the residents of North Omaha. Diligent planning has gone into the creation of this Master Plan. The team and partnerships we have assembled have the experience, relationships and dedication to make this vision reality. The North Omaha Recovery Plan began with a Call to Action. The project team agrees now is the time for action and we are ready to immediately begin implementation of the master plan upon receipt of the Phase 2: Program Grant.

Sincerely,



Michael Maroney, OEDC

LETTER FROM THE TEAM

PROJECT HISTORY + BACKGROUND



BIRDS' EYE RENDERING OF LAKE VIEW BUSINESS PARK II

Project Background

The Airport Business Park Program is a rare opportunity to create an industrial and commercial business park in or adjacent to Qualified Census Tracts (QCTs) within two miles of a major airport. The Airport Business Park Program was created through LB 1024 by the Nebraska Legislature in 2022 and is an authorized use of funding from the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), which was designed to provide state governments with the resources needed to respond to the COVID-19 pandemic and its economic effects and to build a stronger economy during recovery. SLFRF was established by the Federal American Rescue Plan Act (ARPA). The Airport Business Park Project was identified in the North Omaha Recovery Plan and builds off previous studies and the existing Airport Business Park.

As stated by Nebraska State Senators McKinney and Wayne in the North Omaha Recovery Plan, "The COVID-19 pandemic demonstrated how poverty exacerbates disparities in public health and safety outcomes for residents living in low-income and or/segregated neighborhoods." Further funding for the program was provided by the Legislature in 2023 with the passage of LB 531. This program provides a once-in-a-generation opportunity to create sustainable economic change for North Omaha by spurring economic development and attracting employers to the area that will provide quality jobs and employment to the local workforce.

The purpose of this plan is to provide a conceptual layout to guide the future growth and development of an airport business park. This plan was developed in partnership between the Omaha Economic Development Corporation (OEDC), the Greater Omaha Chamber of Commerce and their subsidiary the Omaha Development Foundation, as well as Burlington Capital and a variety of community and governmental stakeholders.

This plan is representative of the State of Nebraska and City of Omaha's long-term commitment to economic and workforce development in North Omaha.

Project History

A 2011 and subsequent 2021 planning effort identified two sites within North Omaha near Eppley Airfield that were candidates for industrial parks. These sites are referred to as Lake View Business Park I (LVBP I) and Lake View Business Park II (LVBP II). These sites were identified due to their proximity to the airport and a qualified workforce as well as the ability to create large, industrial use lots on tracts of land that are relatively undeveloped or underdeveloped today.

The 2021 study update included a thorough analysis of the existing infrastructure, physical site constraints and acquisition costs. As part of the current Master Planning effort, we verified and expanded on this existing research.



2021 AIRPORT BUSINESS PARK II SITE DEVELOPMENT STUDY

PROJECT LOCATION

1

LAKE VIEW BUSINESS PARK I

This site is located west of Carter Lake and is bounded to the south by Locust Street and to the west by 16th Street.

2

LAKE VIEW BUSINESS PARK II

This site is located north of Carter Lake and is bounded to the north by Storz Expressway and to the west by 9th Street.

Site Selection Rationale

The sites were selected to be included in the proposed development for several reasons. Both sites:

- Are located within 2-miles of a major airport and are located within or adjacent to QCTs.
- Currently have no development, vacant tracts of land, or low levels of development as compared to other areas of northeast Omaha.
- Are located near residential areas that contain a qualified workforce and are in close proximity of workforce development partners.
- Allow for the development of large lots that could support industrial and commercial users.
- Are located within close proximity to shipping and freight infrastructure.
- Are located near Carter Lake and Levi Carter Park, allowing for integration of the business parks with greenspace / park space.
- Are within close proximity of each other, allowing a variety of business users and lot sizes all generating an economic impact within a relatively defined area.
- Are located in an area where the percentage of households below the poverty level is 20% higher than the Greater Omaha-Council Bluffs Metro Area (2023 ACS.)

Project Terminology

- **LVBP I:** Lake View Business Park I
- **LVBP II:** Lake View Business Park II
- **Site:** One of the defined areas, either LVBP I or LVBP II
- **Project:** Both the overall effort and each individual site effort
- **Parcel/Lot:** Existing or proposed sub-sections of each site.
- **Area:** The area of disproportionate negative impact, defined as 12 contiguous Qualified Census Tracts (see page 14,) benefited by these projects.

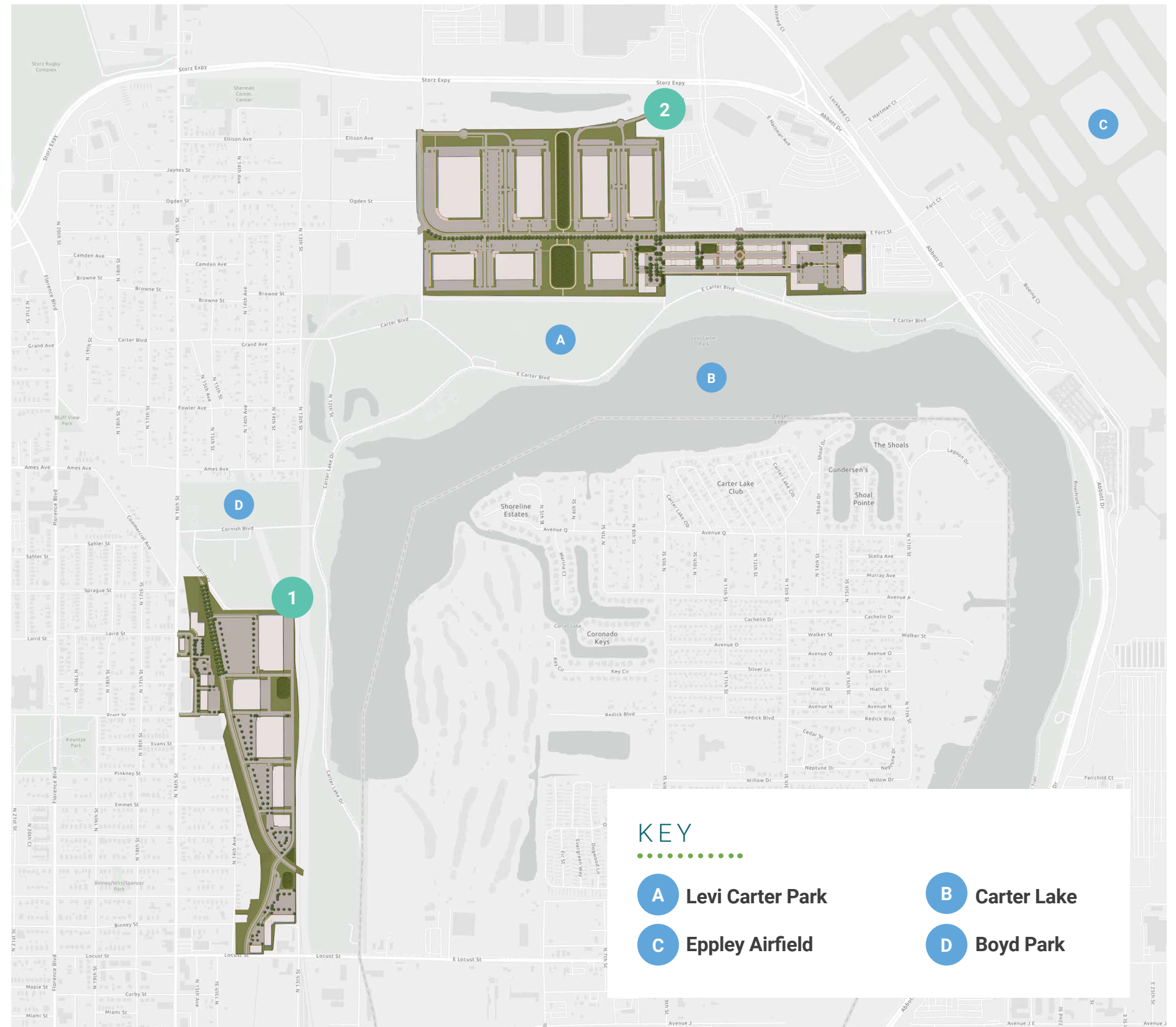


FIGURE 2: LAKE VIEW BUSINESS PARK I AND LAKE VIEW BUSINESS PARK II LOCATIONS

PROJECT VISION

OVERALL PROJECT VISION

The project sites are driven by **connection**, anchored in **identity**, and unmatched in their capacity to bring **growth and prosperity** to the community, region, and state.

They are catalysts for **growth**, hubs for **innovation**, and **transformative investments** in a **prosperous future for North Omaha**.



LAKE VIEW BUSINESS PARK I

Connecting people, place, and opportunity, Lake View Business Park I is a **hub for growth, connection, and collaboration**. Revitalization here represents a long-term commitment to a **future full of possibility and opportunity**.

The Lake View Business Park I site is located west of Carter Lake and is bounded to the south by Locust Street and to the west by 16th Street. Its conceptual design features a truck route, which re-routes freight traffic off of 16th Street safely and intentionally while serving future occupants of the LVBP I site.

In contrast to the Lake View Business Park II site, a higher percentage of this project's land use is devoted to industrial use, but the dramatic grade change dividing the site into two distinct areas creates an opportunity to serve a wide variety of business types and sizes.



LAKE VIEW BUSINESS PARK II

Lake View Business Park II fosters innovation, sparks collective growth, and showcases the **diversity, collaboration, and commitment** of North Omaha. It is the **gateway to a prosperous and sustainable future** where collective growth is driven by connection and collaboration.

The Lake View Business Park II site is located north of Carter Lake and is bounded to the north by Storz Expressway and to the west by 9th Street. Its proximity to Eppley Airfield makes it a perfect "first look" at Omaha for travelers.

This site offers a complementary mix of commercial and industrial uses to Lake View Business Park I. Its central green space design connects it to Levi Carter Park, offering a complete and connected business park location for large industrial businesses and commercial users alike.

GOALS + STRATEGIES

Using stakeholder engagement data and program manual requirements, goals for the project were developed – under which strategies for delivering those goals were created. Each of the strategies supports design decisions made in the final proposed concepts and recommendations in this plan. Overall, these goals support a realistic, concise, implementable, and process-driven development plan.

GOAL 1

CREATE QUALITY JOBS AND EMPLOYMENT IN NORTH OMAHA.

Strategy 1.1 Allocate adequate land resources to support recruitment of employers in high-paying industries.

Strategy 1.2 Ensure a reliable network of infrastructure to support the recruitment of employers in high-paying industries.

Strategy 1.3 Ensure an adequate support network of partnerships for local employment.



WHAT IS A “QUALITY JOB?”

There is no one widely accepted definition of a “quality job.” At a minimum, good jobs are those that pay sustainable wages and offer career advancements, allowing workers to accumulate financial assets.

Quality jobs benefit people, companies and places. They are the seeds from which broader prosperity grows, providing workers with the opportunity for self-sufficiency, economic security, and a sense of control over their lives. They allow individuals to raise their standards of living and accumulate assets.

While wages and benefits are important criteria for defining quality jobs, opportunities for advancement and improvement remain the core components for that definition because ultimately, a quality job must be defined at the point of implementation. In other words, a quality job for someone who lacks a high school degree is not a quality job for someone with advanced vocational training or for a recent college graduate. Thus, the goal is to provide opportunities across a spectrum of skill levels and industries to build advancement into the community’s economic structure.

In a recent book from the Upjohn Institute for Employment Research, *A Future of Good Jobs? America’s Challenge in the Global Economy*, the authors define quality jobs as “jobs that will ensure a steady improvement in the standard of living for the middle class and that will offer a way out of poverty for low-income Americans.” We adopt that definition as the guidepost for this Master Plan.

To accomplish this, we must move from a focus on specific transactions that measure the number of jobs per project to a focus on system-building, nurturing an economic engine to support and sustain industries that generate a spectrum of jobs with opportunities for advancement. We must also prioritize the alignment of economic development with workforce development and education to ensure that people are being trained to meet industry needs.

GOAL 2

CREATE AN ENVIRONMENT THAT SUPPORTS ECONOMIC DEVELOPMENT GOALS, ATTRACTS ADDITIONAL INVESTMENT, AND ENSURES A DIVERSE BUSINESS MIX.

Strategy 2.1 Provide a mix of uses to support economic sustainability and diversity of business/ industrial park environment.

Strategy 2.2 Work with incoming employers to promote local hiring practices.

Strategy 2.3 Provide quality of life amenities and neighborhood connections sought after by high-paying employers.

Strategy 2.4 Create a diverse business ecosystem with non-traditional and minority ownership.

GOAL 3

CREATE POSITIVE DOWNSTREAM IMPACTS ON THE SURROUNDING NEIGHBORHOODS AND BUSINESS DISTRICTS, COMPLEMENTING AND UPLIFTING THE EXISTING CHARACTER OF THE COMMUNITY.

Strategy 3.1 Zone site parcels to prevent negative impacts from the sites onto the surrounding community.

Strategy 3.2 Utilize design standards to promote beauty, revitalization, community ownership, diversity, and connection in future development.

Strategy 3.3 Create an ownership plan that identifies long-term accountability for implementing project vision and ensuring alignment with the project plan.

Strategy 3.4 Engage the community during the development process.

Strategy 3.5 Move/reroute freight and high-traffic vehicular routes associated with the sites to reduce or eliminate negative impacts (such as air quality pollution, noise pollution, and vehicular & pedestrian conflicts) in residential neighborhoods and business districts.

GOAL 4

ENSURE ACCESSIBLE AND VARIED CONNECTIVITY FOR A VARIETY OF TRANSPORTATION MODES, USING GREEN SPACE AND DESIGN TO CREATE A BEAUTIFUL AND ATTRACTIVE ENVIRONMENT.

Strategy 4.1 Engage organizations involved in local and regional connectivity in the implementation of multi-modal transportation amenities.

Strategy 4.2 Create a multi-modal connectivity network within the sites to catalyze multi-modal transportation investment and improve access and connectivity to points of interest in Omaha.

PLANNING PROCESS

Subsurface & Environmental Investigations

*Demographic Analysis
June 2023*

*Vision Workshop
July 2023*

*Design Workshop
August 2023*

*Concept
Development
September 2023*

*IMPLAN
Analysis
October 2023*

*Plan Delivery
November
2023*

*Implementation
Future*

SITE ANALYSIS + COORDINATION

From 2011 through to the 2021 study update, Lamp Rynearson and members of the project team have continually completed an in-depth analysis of both sites, capturing changes to site conditions and surrounding infrastructure for up-to-date understanding of opportunities.

Subsurface Conditions Assessment

Thiele Geotech provided context and information regarding the existing subsurface conditions, as well as environmental conditions at both sites.

Property Acquisition Assessment

Midwest Right of Way (MROW) completed a Property Acquisition Plan, providing parcel ownership information, use type, and acquisition costs for the affected parcels on both sites. MROW also helped outline an acquisition strategy that ensures that the Uniform Relocation Act is used as a guiding principle when purchasing properties as voluntary sales.

Site Population Analysis

Lamp Rynearson conducted demographic analysis and economic impact analysis using 2010 and 2020 Census Data, American Community Survey (ACS) Data, ESRI Data. Lamp Rynearson referenced Manufacturing demand data from the Greater Omaha Chamber of Commerce, as well as their Industrial Market Study (2017) and Analysis (2019).

City of Omaha

Lamp Rynearson has coordinated and facilitated numerous meetings with various City of Omaha staff to better understand existing stormwater runoff patterns, sanitary sewer infrastructure, storm sewer infrastructure, and traffic patterns and volumes. This information has been compiled and cataloged to inform the project team's design process and decisions regarding future road improvements, lot configurations, and building placement.

Metropolitan Utilities District (MUD), Omaha Public Power District (OPPD)

Additional coordination with MUD and OPPD informed decisions regarding local water, gas, and power infrastructure and what improvements would be needed to accommodate proposed development.

STAKEHOLDER ENGAGEMENT

Two workshops were held to engage stakeholders in developing a vision, goals, and desired land use. Stakeholders were convened for two workshops, held at the Greater Omaha Chamber of Commerce's offices and facilitated by Lamp Rynearson. Data collected is included on pages 12 and 13 and in the Appendix.

Vision Workshop

Stakeholders provided input through a range of engaging activities, collaborating to develop shared vision and identify potential issues within the project area.

Data collected from participant responses at this workshop was used to develop the design workshop and inform recommendations, strategies, and concepts in the Master Plan.

Design Workshop

Stakeholders provided input in two phases: 1. Votes on a visual preference board indicating which images best represented the "look and feel" of the sites, as well as votes on vision statements (developed with data from the Visioning Workshop) 2. A collaborative mapping exercise, in which tables worked to identify land use and related number of jobs for each site.

Data was used to develop a final overall vision, as well as project/site-specific visions; inform the design of final concepts for site plans; and inform the creation of a Neighborhood Revitalization Strategy.

PLAN DEVELOPMENT

Using data collected in site assessments, Environmental assessment recommendations provided by Thiele Geotech, acquisition strategy provided by MROW, and stakeholder input, concepts for site layout and infrastructure were developed. The Greater Omaha Chamber of Commerce completed an IMPLAN model for the proposed concepts.

Regular coordination between Lamp Rynearson, Burlington Capital, OEDC, and the City of Omaha refined the concepts and informed the Neighborhood Revitalization Strategy, Ownership Strategy, and other key facets of this Master Plan.

STAKEHOLDER INPUT

VISION WORKSHOP: JULY 25, 2023

Stakeholders provided input through a range of engaging activities, collaborating to develop shared vision and identify potential issues within the project area:

1. Develop a vision for the Lake View Business Park I and Lake View Business Park II sites.
2. Identify land use opportunities and threats, including Political, Economic, Social, Technical, Legal, and Environmental factors.
3. Identify target users for the site, potential future challenges in development, and indicators of success.
4. Identify partners, roles and responsibilities in technical implementation and investment.

RESULTS

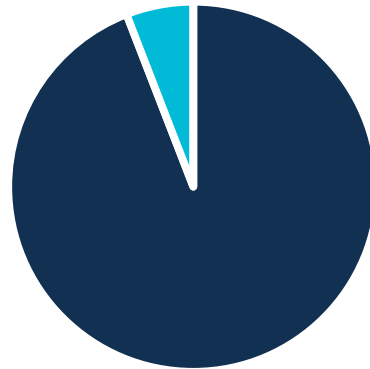


FIGURE 3: WORKSHOP 1 MULTI-MODAL TRANSPORTATION RESULTS IN RESPONSE TO “MULTI-MODAL TRANSPORTATION - WALKING, BIKING, DRIVING, TRANSIT, ETC. - WILL DRIVE THIS PROJECT’S SUCCESS.”

■ I AGREE ■ I'M NOT SURE

Multi-modal transportation is believed to be a success driver of this project. As it will be in close proximity to residential neighborhoods, the project will provide a mix of options for travel to all area amenities.

100%

OF PARTICIPANTS AGREED THAT RE-ROUTING TRUCK TRAFFIC TO MINIMIZE IMPACTS ON THE COMMUNITY WAS A PRIORITY.

94%

OF PARTICIPANTS BELIEVE THAT THE IDENTITY OF N. 16TH STREET IS CENTRAL TO THE SUCCESS OF THE PROJECTS.

ROLES & RESPONSIBILITIES OUTCOMES



1. Key roles, including Political Decision Makers; Political, Economic, and Technical Resource Connectors; Social Advocates; and Environmental Innovators were filled.
2. Overlaps exist in Resource-Connecting – many individuals can be tapped to provide expertise in other areas and roles during project implementation.

THEMES & OUTCOMES

1. While the site is governed by an overall vision, each site will have a unique character that allows it to complement, rather than replicate, the other site.
2. Diversity of business types and ownership, rather than a small number of “anchor” businesses, is desired by the majority of stakeholders. Stakeholders agreed there were no identified businesses for the site at this time, but rather the sites will be flexible enough to accommodate a variety of potential businesses.
3. Challenges related to environmental cleanup, land acquisition, prioritizing the local community, and the long-term economic viability of the projects were most important to stakeholders.
4. Economic vitality, improved connectivity, local benefits, and improved beauty and quality of life on the sites are the biggest indicators of success for these projects.
5. Beyond land use decisions, key partnerships in the community will be valuable in developing a qualified and skilled workforce.

Full stakeholder engagement results are included in the Appendix.

PARTICIPATING STAKEHOLDERS

Individuals from following organizations attended the Visioning and Design Workshops to give their input and feedback on elements of the plan.

- Omaha Economic Development Corporation (OEDC)
- Burlington Capital
- Spark CDI
- City of Omaha Public Works
- Omaha Airport Authority
- City of Carter Lake
- Greater Omaha Chamber of Commerce
- City of Omaha Mayor’s Office
- MAPA
- OPPD
- HDR
- Front Porch Investments
- City of Omaha Planning Department
- Omaha Municipal Land Bank
- Metro Transit Authority of Omaha

STAKEHOLDER INPUT

DESIGN WORKSHOP: AUGUST 24, 2023

Stakeholders provided input in two phases:

1. A visual preference board where participants indicated which images they felt represented the desired “look and feel” of the site, as well as a voting exercise in which participants indicated which vision statements (developed using input from the Visioning Workshop in July) they felt best represented the sites and project
2. A mapping exercise, in which participants collaborated with their group members (4 groups of 6-8 participants) to allocate land use on the Lake View Business Park I Site and Lake View Business Park II sites.

RESULTS

FIGURE 4: LAND USE ALLOCATION BY GROUP - LVBP I

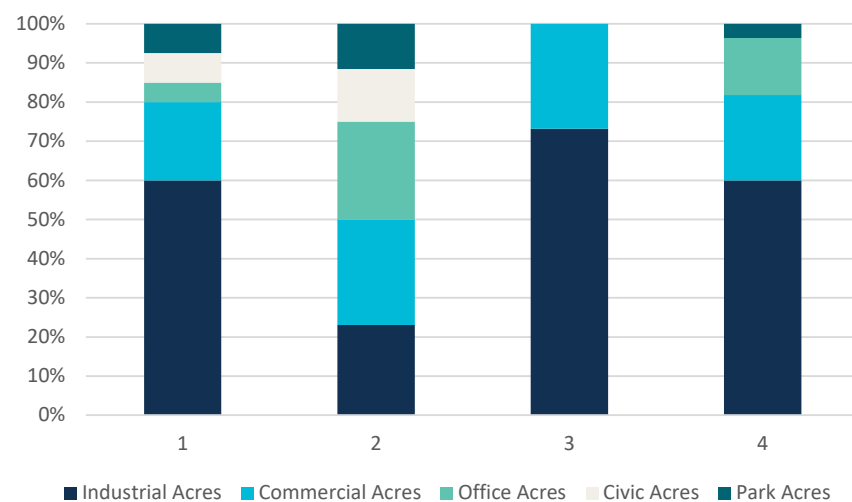
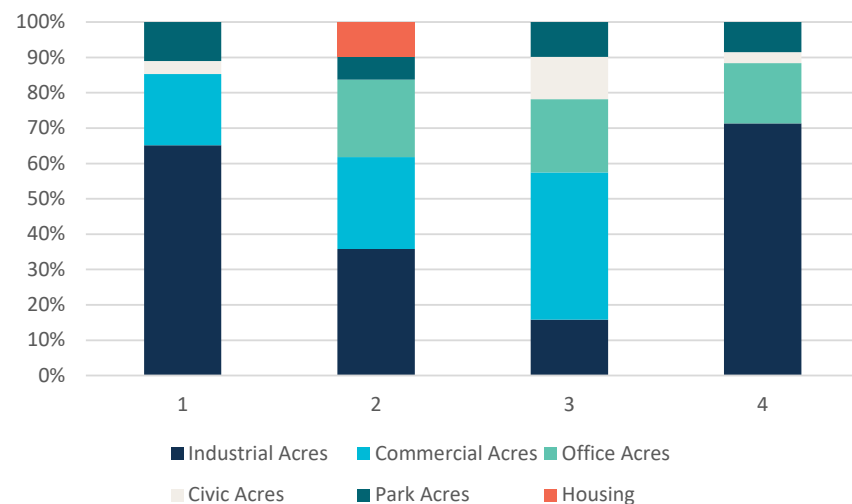


FIGURE 5: LAND USE ALLOCATION BY GROUP - LVBP II



APPROXIMATE JOBS CREATED (BY GROUP)

FIGURE 6: APPROX. JOBS AT LVBP I

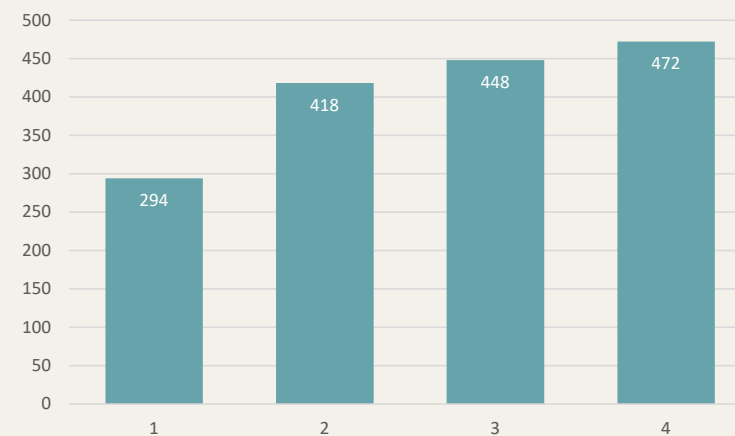
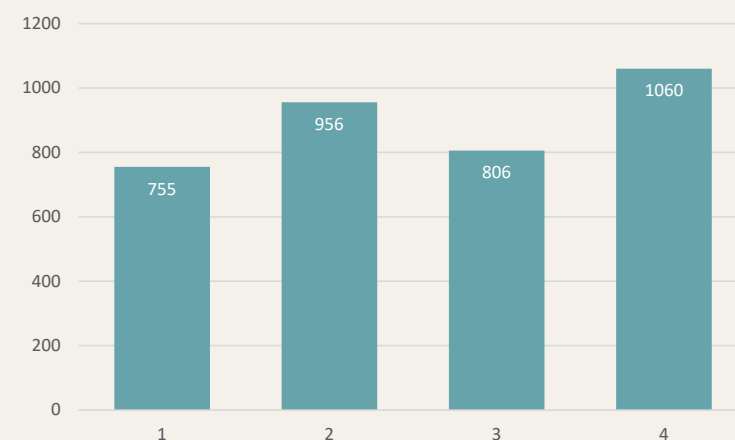


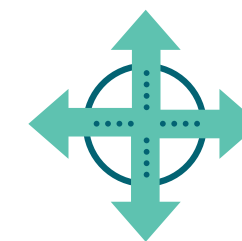
FIGURE 7: APPROX. JOBS AT LVBP II



THEMES & OUTCOMES

1. In addition to a variety of business types and sizes, a diversity of land use is desired - especially green & open space.
2. Multi-modal access - including both trails and freight trucking routes - is believed to be a strong driver of local workforce engagement.
3. Beauty and connectivity are important factors in the design of the sites.
4. Complementary uses, rather than repeated uses, were preferred in land use allocation on the two sites.
5. Industrial uses with negative local impacts were not desired. Clean Tech, Custom Manufacturing, Flex Spaces, and Light Industrial were preferred.
6. Connections with other projects - including improvements at Levi Carter Park - were of interest to participants.

Full stakeholder engagement results are included in the Appendix.



DESIRED QUALITIES OF SITE DESIGNS

1. Open, modern industrial parks (no taller than two stories) with vehicle, bicycle, freight, and pedestrian facilities and vibrant landscaping.
2. Winding recreational and walking trails with native landscaping and trees, significant open green space, seating, and open sight lines.
3. Vibrant, diverse business park setting with variety of building types and styles, green space, trees, and pedestrian amenities.
4. Green spaces, natural landscaping and water features, and pedestrian walkways outside modern buildings.
5. Welcoming spaces outside of modern flex-use buildings with people-oriented scale and design, lighting, seating, and other gathering amenities.

SITE POPULATION – STUDY AREA & COMMUNITY

Study Area

The area impacted by this project spans 12 Qualified Census Tracts (QCTs) directly surrounding the two sites, shown in Figure 9.

QUALIFIED CENSUS TRACTS

Qualified Census Tracts (QCTs) have 50% of households with incomes lower than 60% of the Area Median Gross Income or have a poverty rate at or above 25%.

DESIRED PROJECT IMPACT

Meeting the DED’s requirements for grant applicants, Lake View Business Park I and Lake View Business Park II are located in Omaha, a city of the metropolitan class, and within two miles of a major airport (Figure 8.)

Transforming these project sites into significant employment locations and catalytic neighborhood revitalization investments for North Omaha creates positive outcomes for individuals and small businesses located in QCTs, specifically those shown in Figure 9..

The benefit to individuals and small businesses in QCTs – through the creation of quality jobs located in North Omaha and accessible to North Omaha residents – is the priority of this project.

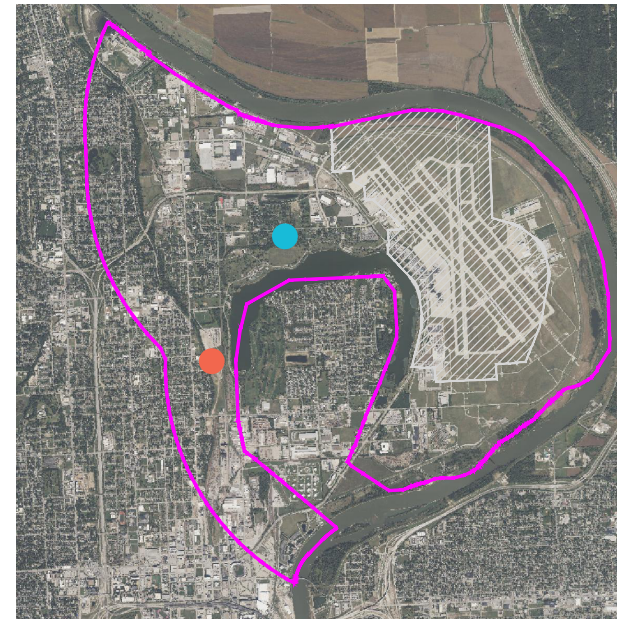


FIGURE 8: 2-MILE RADIUS OF EPPLEY AIRFIELD

● LVBP I ● LVBP II

From the Program Manual:

Pursuant to 31 CFR Section 35.6 (b)(2)(iii)(A)-(C), households, populations, small businesses, and nonprofit organizations residing in or operating in QCTs are presumed to be disproportionately impacted by the negative economic impacts of the Covid-19 public health emergency.

Pursuant to 31 CFR Section 35.6 (b)(1)(i), DED finds that the income levels and poverty rates which existed at the time of designation for the QCTs in Nebraska were exacerbated by the public health emergency and its negative economic impacts.

This program responds to such harm by providing grants to benefit individuals and small businesses located within QCTs of a city of the metropolitan class and within two miles of a major airport in the areas for increased employment options and neighborhood revitalization activities.

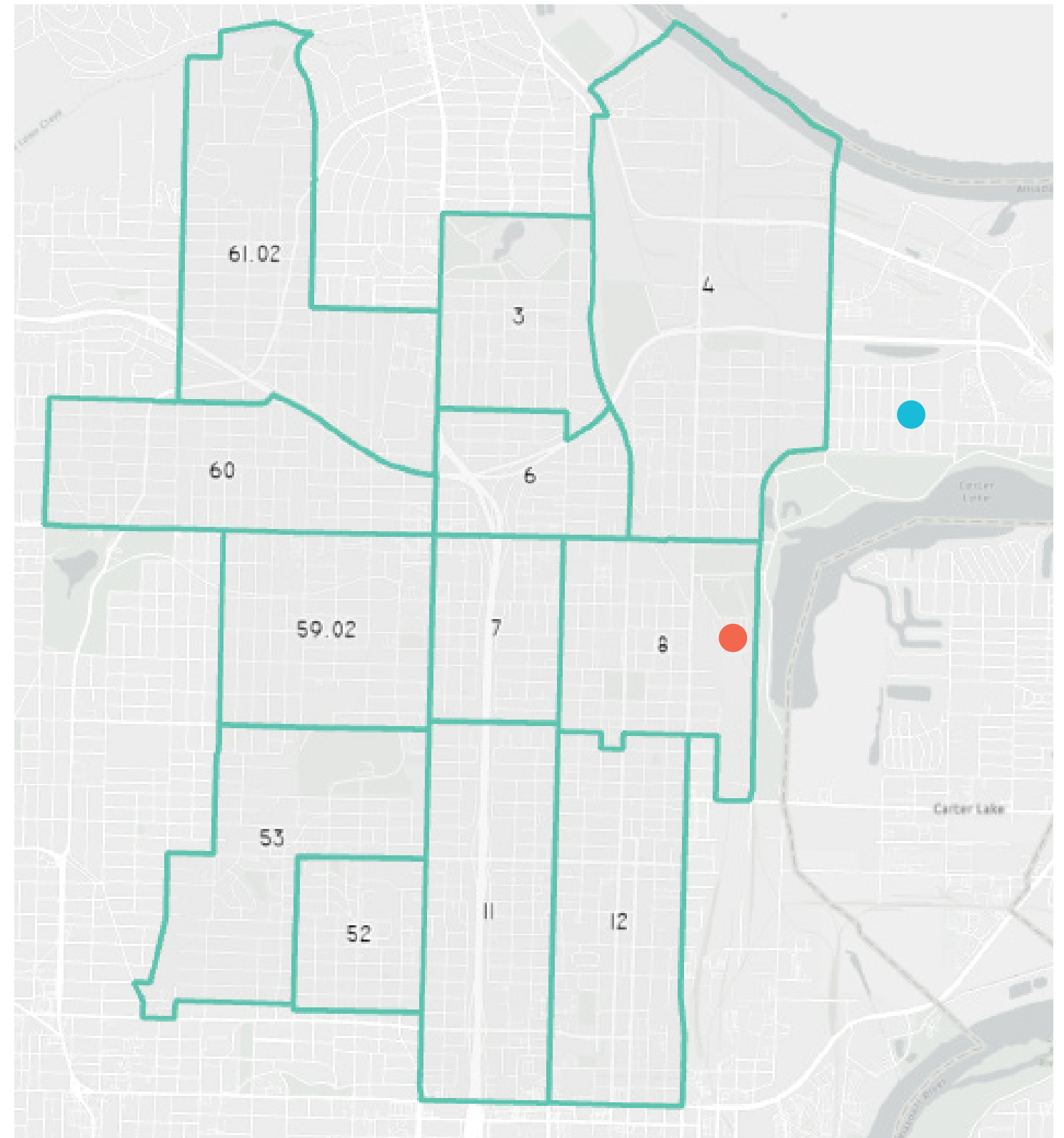


FIGURE 9: STUDY AREA OF LAKE VIEW BUSINESS PARK I AND LAKE VIEW BUSINESS PARK II SITES – 12 QCTS

● LVBP I ● LVBP II

SITE POPULATION – COMMUNITY

44,020

TOTAL POPULATION (2020 CENSUS)

15,291

TOTAL HOUSEHOLDS (2020 CENSUS)

2.8

AVG. SIZE HOUSEHOLD (2020 CENSUS)

\$32,582

MEDIAN HOUSEHOLD INCOME (ESRI)

EMPLOYMENT



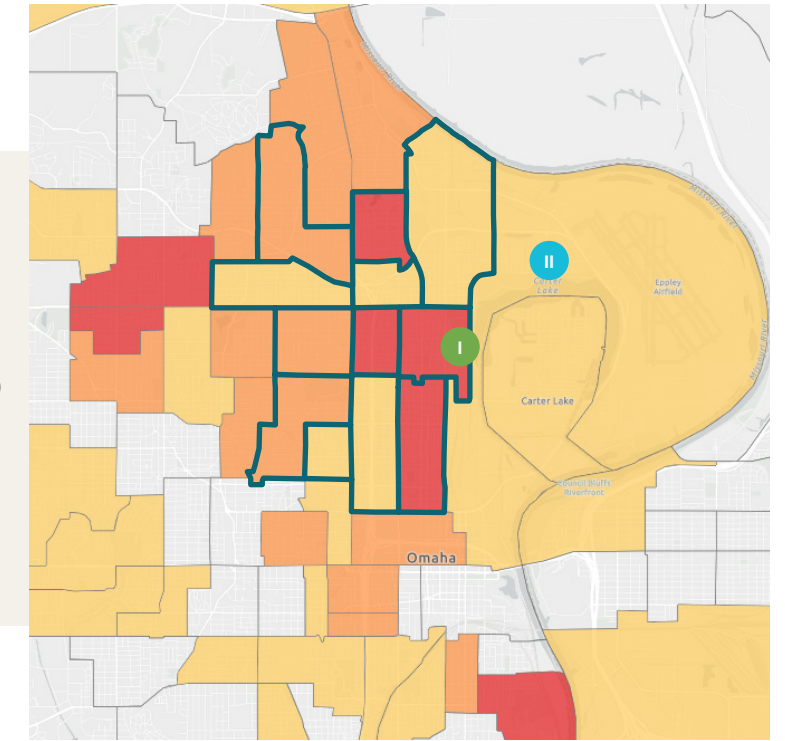
25.3%
SERVICE WORKERS (ESRI)



34.6%
BLUE COLLAR WORKERS (ESRI)



40.1%
WHITE COLLAR WORKERS (ESRI)



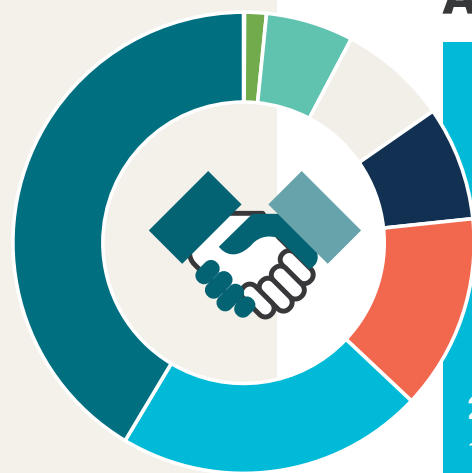
11.4% - 15.3% 7.6% - 11.3% 3.8% - 7.5% <3.7%

STUDY AREA LVBP I LVBP II

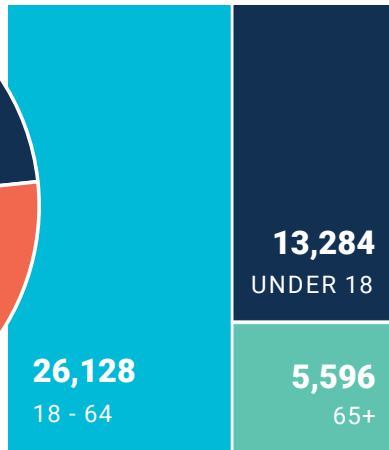
FIGURE 10: UNEMPLOYMENT RATE ABOVE NATIONAL LEVEL (3.8% - SEP. 2023)

RACE

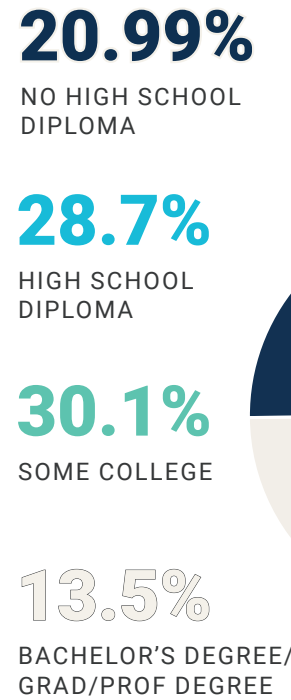
- BLACK / AA
- WHITE
- HISPANIC/LATINO
- 2+ RACES
- OTHER
- ASIAN
- AMERICAN INDIAN



AGE



EDUCATION



ACCESS



5.5%
HOUSEHOLDS WITH NO VEHICLE ACCESS (ACS)



16%
HOUSEHOLDS WITH NO INTERNET ACCESS (ACS)

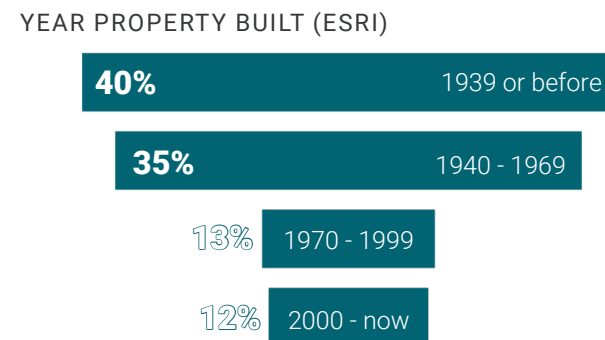


5,596
HOUSEHOLDS WITH A DISABILITY (ACS)

HOUSING

43.3%
OWNER-OCCUPIED UNITS (2020 CENSUS)

56.7%
RENTER-OCCUPIED UNITS (2020 CENSUS)



THERE ARE **1,930** VACANT HOMES (2020 CENSUS)



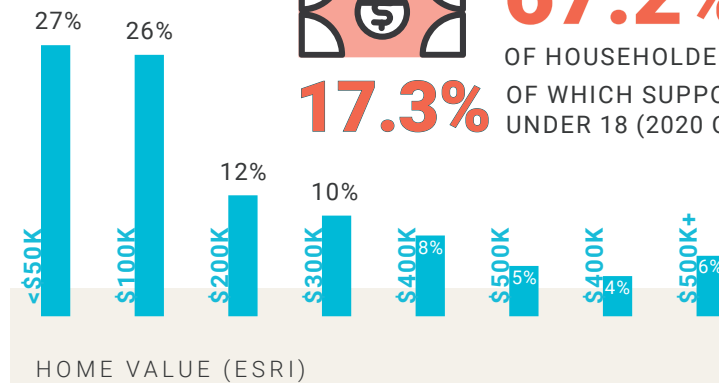
30%
OF HOUSEHOLDS ARE BELOW THE POVERTY LEVEL (ACS)



9.2%
UNEMPLOYMENT RATE (ACS)



17.3%
67.2%
OF HOUSEHOLDERS ARE SINGLE, OF WHICH SUPPORT CHILDREN UNDER 18 (2020 CENSUS)



822 HOUSEHOLDS SPEND

50%
OR MORE OF THEIR SALARY ON A MORTGAGE (ESRI).

SITE POPULATION – JOB ACCESS

Employing People of Color

Tracts with high concentrations of people of color coincide with tracts showing unemployment rates as high as 15.3%, almost three times the federal rate.

The LVBP I and LVBP II projects aim to employ local workers in quality jobs by locating jobs close to where workers live and partnering with local organizations to develop a skilled workforce.

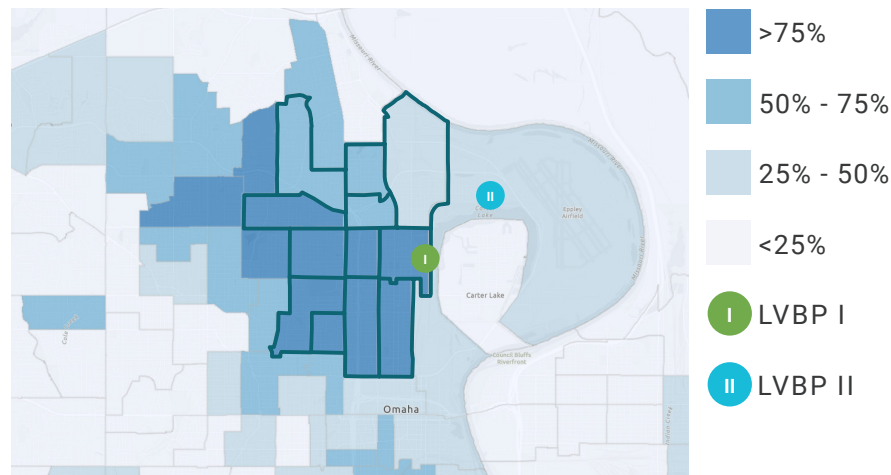


FIGURE 11: PEOPLE OF COLOR CONCENTRATION

Building Wealth in North Omaha

Tracts with high concentrations of people of color also coincide with high levels of poverty. Quality jobs help build wealth by expanding individuals' purchasing power.

The LVBP I and LVBP II projects will offer quality jobs and support a diverse business mix. The zoning and land use decisions support the creation of brick-and-mortar space for local businesses.

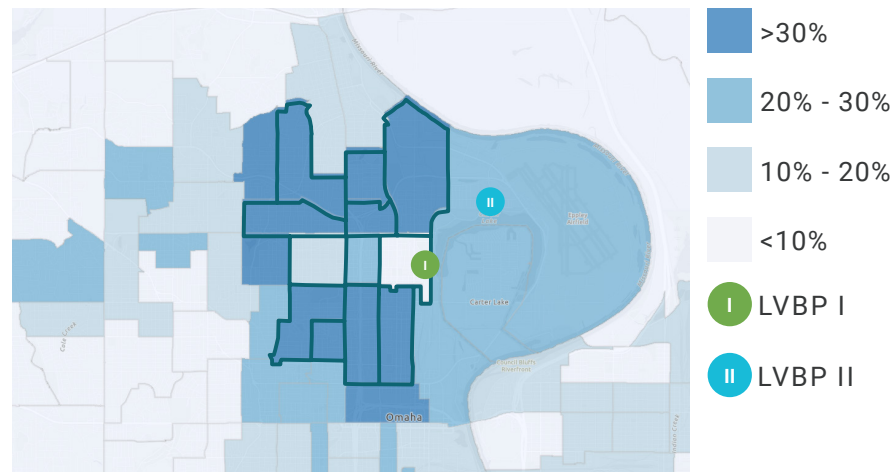


FIGURE 12: PEOPLE EXPERIENCING POVERTY CONCENTRATION

Access for All

Not everyone owns a vehicle, and lack of vehicle access is prevalent in the study area.

The LVBP I and LVBP II projects include infrastructure improvements that support multi-modal transportation and commuting, including access via MetroTransit lines, bicycling, walking, and driving.

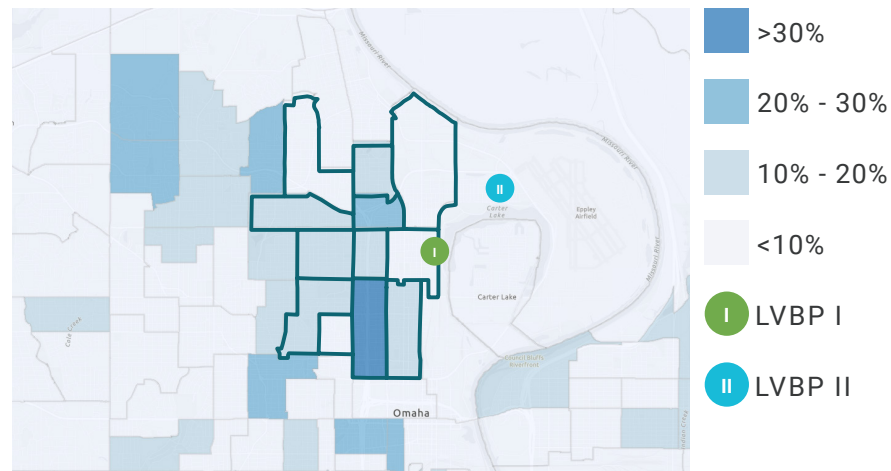


FIGURE 13: PEOPLE WITHOUT VEHICLE ACCESS

Industrial Market Demand

Five-year data shows that Omaha continues to lag in industrial development compared to Des Moines, Kansas City, Oklahoma City, Memphis, Salt Lake City, and Columbus.

The identified gap in square footage of industrial space in Omaha ranges between 820,000 - 1,600,000 sq. ft. below averages shown in these cities (XX Chamber 2019 Update.)

National-level industrial prospects tend to seek sites of 25 acres or more, but the Omaha market does not currently have sufficient sites to host these opportunities. Omaha has the lowest vacancy rate of all competitor communities, there is minimal shovel-ready site availability, and due to the low inventory of sites, price per sq. ft. is higher than competitor cities. These factors make Omaha less competitive in industrial opportunities.

LVBP I and LVBP II meet a crucial market need in industrial and manufacturing sites, offering unmatched acreage, buildable square footage, and proximity to rail, air, and freight infrastructure. The effort to improve these sites in preparation for development further improves their attractiveness to large, national-level employers and local employers alike.

The full reports are included in the Appendix.

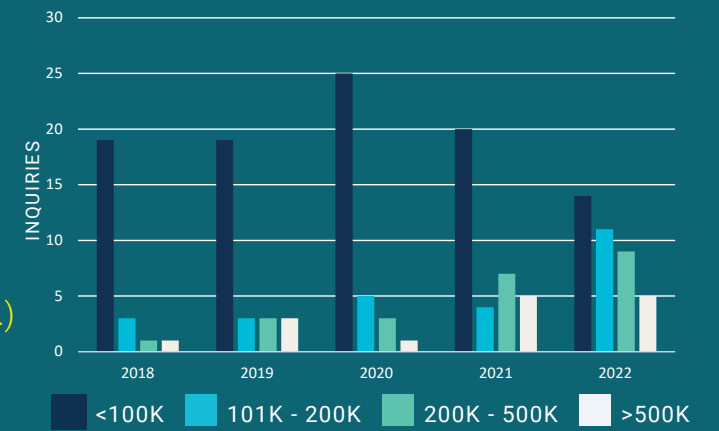


FIGURE 15: MANUFACTURING BUILDING DEMAND (SQ. FT.)

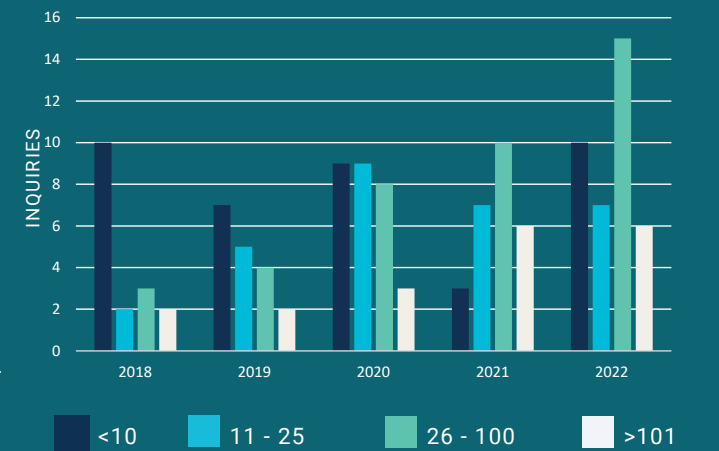


FIGURE 16: MANUFACTURING BUILDING DEMAND (ACRES)

Proximity to Employment

The greatest barrier in jobs access is often distance. The Department of Housing and Urban Development (HUD) Jobs Proximity Index shows access to employment on a range from 0-100. The higher the index value, the better the access to employment opportunities for residents in a neighborhood.

(Source: 2019 MAPA Regional Development Report)

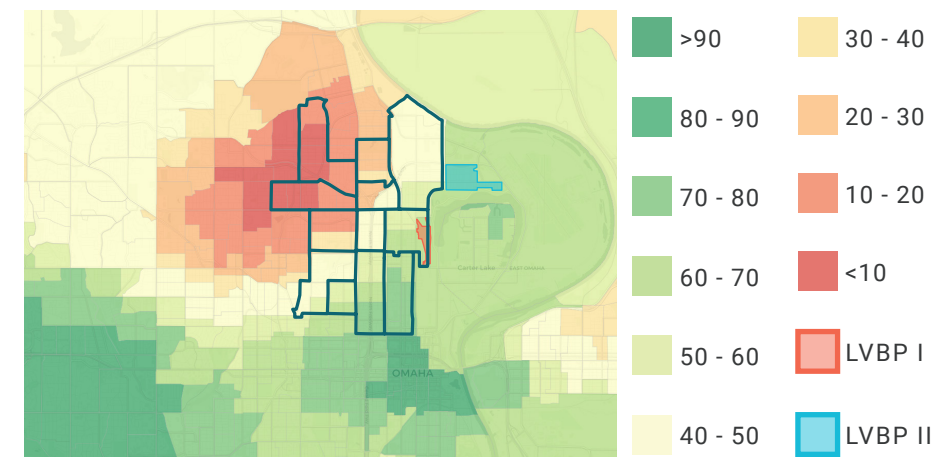


FIGURE 14: JOBS PROXIMITY INDEX

NEIGHBORHOOD CENTERS

Understanding community networks

North Omaha has a rich history, significant culture, and critical role in Omaha’s development. The area is a hub for black culture and has been home to nationally recognized jazz venues. It is home to several important landmarks, all listed on the National Register of Historic Places, including the Omaha Star — a longstanding black newspaper — Malcolm X’s birth site, Dreamland Ballroom, and the historic Prospect Hill Cemetery.

North Omaha is still plagued by vestiges of redlining and white flight which have led to limited investment in economic and community development. However, the community is committed to revitalization and collaboration to bring about economic and community development.

Engaging the community

The neighborhoods within the study area have a long history of civic engagement.










- Currently, there are more than 40 community based not-for-profit organizations which serve the area through providing human and social services, arts and culture, and community and economic development activities. These organizations work collaboratively with two Neighborhood Alliances and 29 registered Neighborhood Associations.
- In addition to citizen-led associations, the Charles B. Washington Public Library and the Douglas County Historical Society Library are civic hubs. The City of Omaha also operates the Sherman Community Center, which is located at N. 16th and Storz Expressway.
- The recent development of the Highlander Accelerator on 30th and Burdette has provided another community hub with The Venue regularly hosting community events and town halls. North 24th Street, a historic corridor, has restaurants, art galleries, museums, and music venues that are hubs for connection.
- Investments such as the North 24th Street Corridor streetscape plan, North End Teleservices Development at 24th and Lake, which includes 99 apartments and 81,000 square feet of commercial space, 16th Street CSO improvements, and the Kennedy Square East development at 30th and Spencer represent public and private investments in close proximity to the project site area.

These neighborhood centers are distributed throughout the study area and will be engaged to host update sessions and facilitate partnerships.

Barriers to neighborhood connectivity include the North 75 Freeway, disconnected sidewalk network, and inadequate infrastructure, as well as a break in connectivity to downtown Omaha on north and south thoroughfares.

The project sites are expected to spur additional housing, services, and employment that will add to the existing, rich fabric of the community.

KEY

 Higher Education Campus	 Community Centers	 North 24th Street Streetscape	 North 16th Street CSO Improvements
 North Omaha Trail	 Historic Points of Interest	 Schools	 LVBP I
			 LVBP II

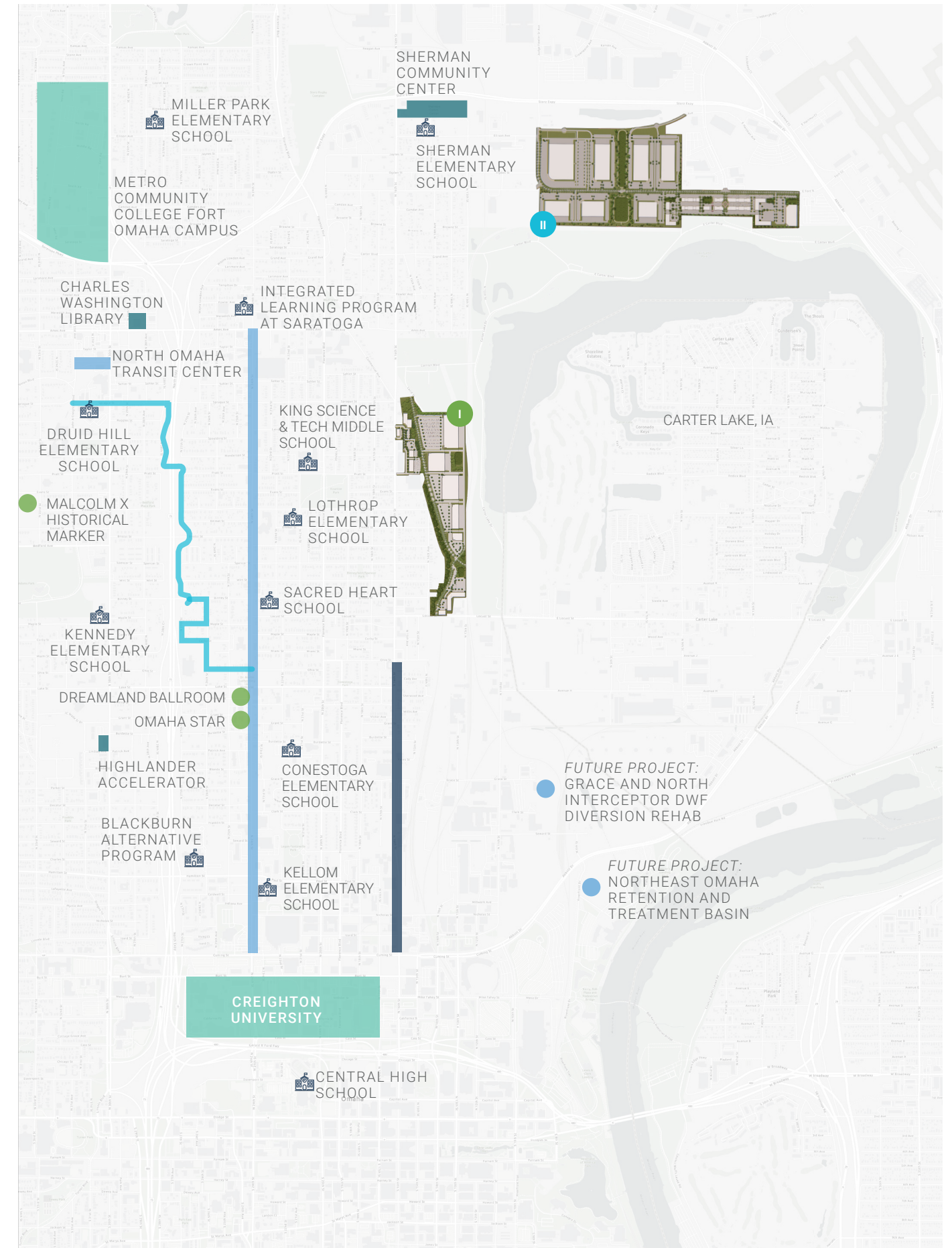


FIGURE 17: NEIGHBORHOOD CENTERS

PREFERRED ZONING

Preferred Zoning

Three Zoning Districts were identified as being the best options to utilize within the development: General Industrial (GI), Limited Industrial (LI) and General Commercial (GC).

These districts were identified as being the best options based on the flexibility they offer and their alignment with the types of businesses envisioned in each parcel. Each of the identified Zoning Districts is defined in more detail below.

A list of permitted uses from the City of Omaha Zoning Code is provided in the Appendix.

GI: GENERAL INDUSTRIAL

From the City of Omaha Zoning Code:

The GI General Industrial District is intended to accommodate a variety of commercial and industrial uses with moderate external effects.

The GI district provides for conditional approval of uses with more significant effects that can be controlled through specific requirements.

The GI district, combined with performance standards, is appropriately located in both suburban and central city industrial areas.

GI districts should be insulated from residential and lower intensity use districts.

LI: LIMITED INDUSTRIAL

From the City of Omaha Zoning Code:

The LI limited industrial district is intended to accommodate service type commercial and light industrial uses with relatively limited external effects in a high-quality environment.

These use types generally have lower traffic volumes than other commercial and industrial uses.

The LI district provides for conditional approval of other uses with moderate but controllable effects.

The LI district, combined with performance standards, is appropriately located in both suburban and central city industrial areas, particularly those near to residential and commercial districts.

GC: GENERAL COMMERCIAL

From the City of Omaha Zoning Code:

The GC general commercial district is intended for a wide variety of commercial uses and limited industrial facilities.

Uses allowed in the GC district may generate sufficient traffic or have operating characteristics which make them generally incompatible with residential areas or lower intensity commercial and office districts.

GC districts require access from major streets, primarily minor and major arterials.

GC districts are most appropriate along arterials, at major intersections, and in areas appropriate for commercial uses which are relatively well insulated from residential districts.

FLEX PROPERTIES

Flex properties (short for flexible) are a type of industrial property that allocates a higher percentage of its footprint to office or commercial use than a traditional industrial building. These properties typically have 25% or more of office square footage, and typically have higher parking ratios than other industrial properties.

Flex space is versatile and inclusive, and can house a variety of business types, including construction, e-commerce, research and development, light manufacturing/assembly, distribution, retail & showroom, technology, and call centers.

Examples of flex space are: a repair business with a “front office” and a repair space in another, a furniture showroom with displays on one side of the building and offices on the other side, and a small-scale manufacturer with front-of-house retail in one area of the building and manufacturing in another.

At Lake View Business Park I, Flex Properties are accommodated through the use of General Commercial zoning, which provides the greatest amount of flexibility for the desired business types.











PREFERRED ZONING MAPS

Preferred Zoning

The Zoning Districts defined in the Omaha Municipal Code were evaluated to identify the best zoning types to use within the two sites. These maps show the desired zoning for the projects in the context of existing zoning outside the project boundaries.

A list of permitted uses from the City of Omaha Zoning Code is provided in the Appendix.

KEY

 G1: General Industrial	 LI: Light Industrial	 HI: Heavy Industrial	 GC: General Commercial
 R4: Single-Family Residential	 R5: Urban Family Residential	 R7: Medium-Density Multi-Family	 Development Reserve
 Project Boundary	 Stormwater Detention		

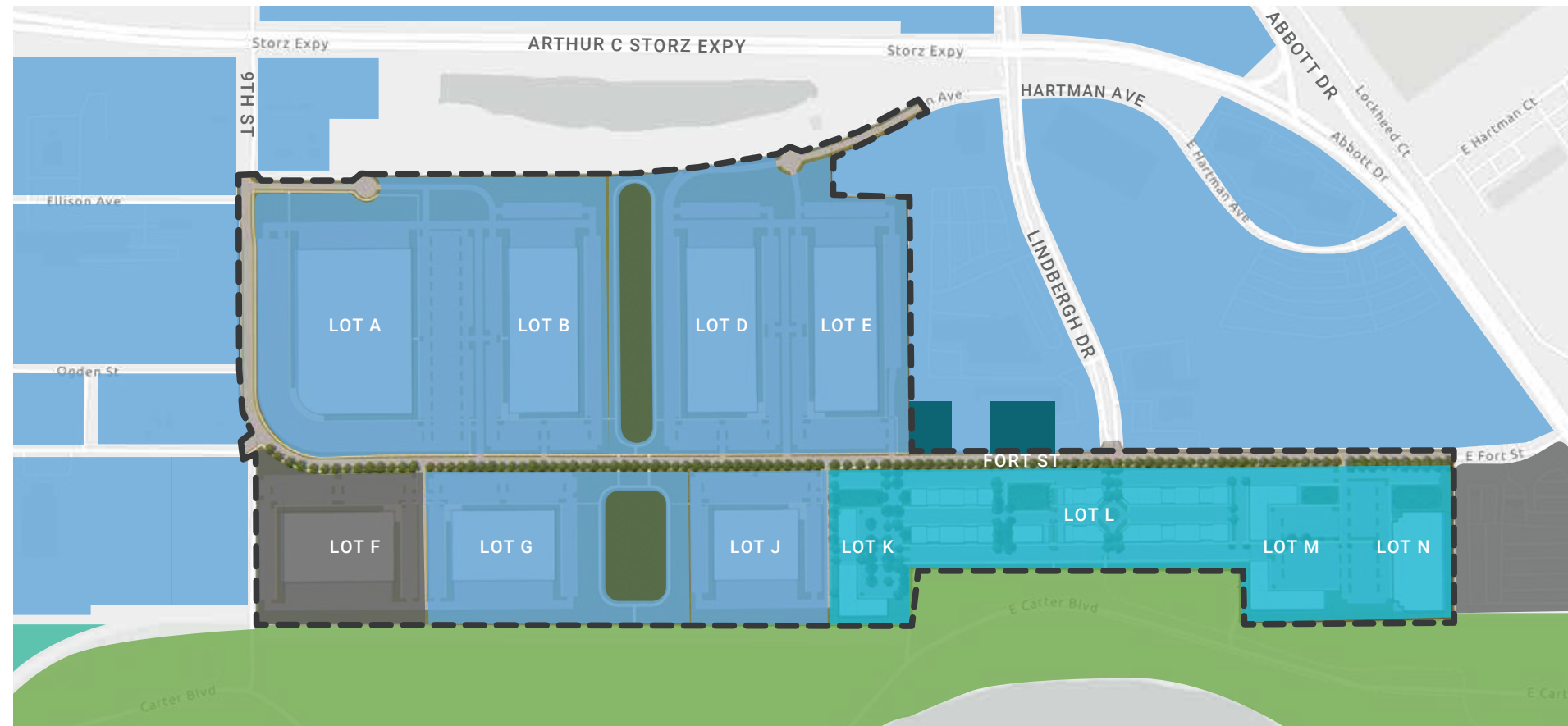


FIGURE 18: LVBP II PREFERRED ZONING

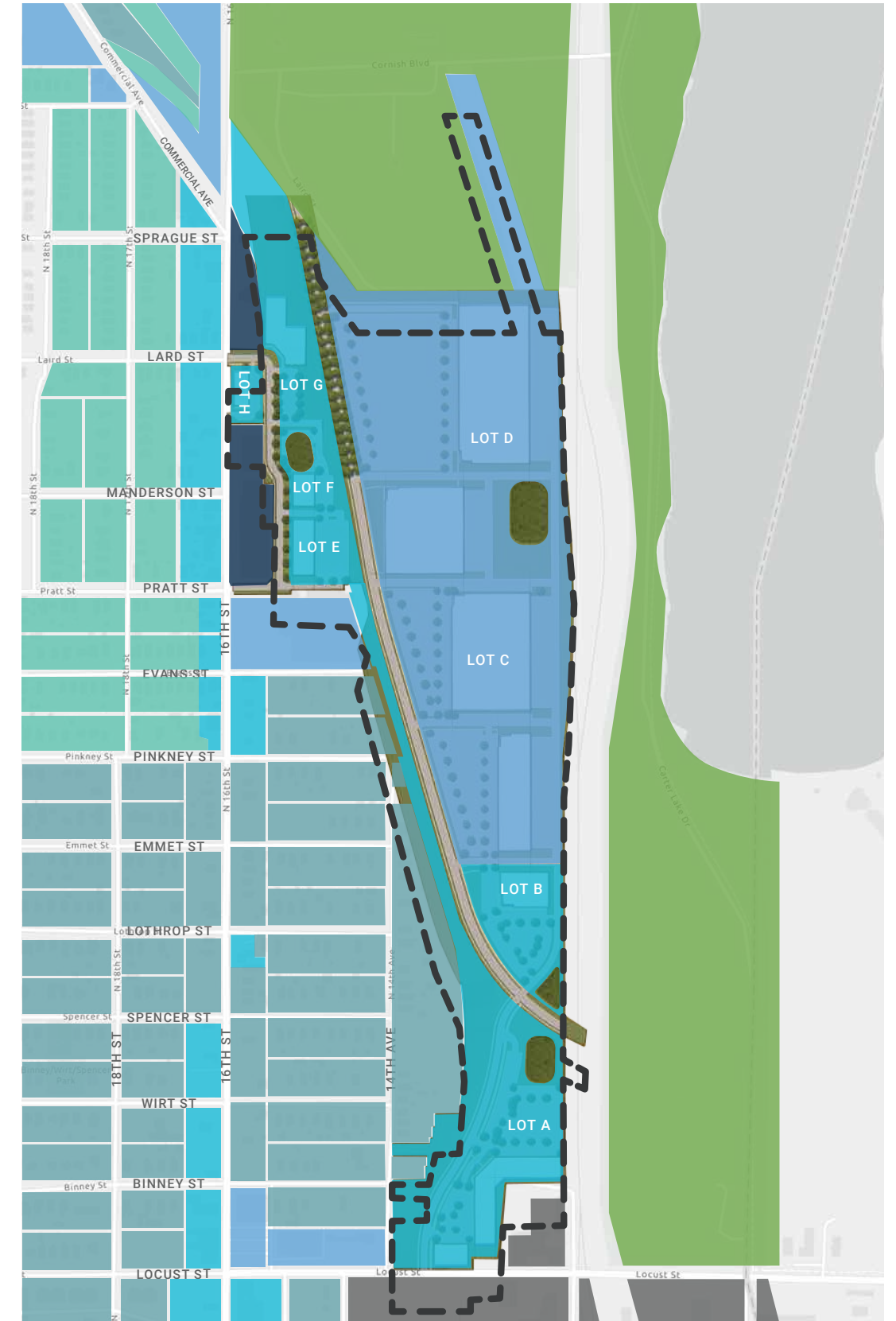


FIGURE 19: LVBP I PREFERRED ZONING

LAND USE BREAKDOWN

KEY

- Industrial Use
- Civic Use
- Flex (Commercial / Industrial) Use
- Project Boundary
- Commercial Use
- Open Space
- Office / Commercial Use
- Stormwater Detention

RESIDENTIAL USE

While housing is not included in the conceptual layout for the sites, the project is expected to spur the creation of walkable urban environments in which multi-modal access to employment improves the vitality of the overall community. The sites set the stage for future improvement and development.

Lake View Business Park I is expected to create increased interest in nearby lots owned by the Omaha Municipal Land Bank, which can be developed into single-family infill housing, or, through assembly of multiple lots, developed into multi-family housing. Parcels west of North 9th Street could consist of multi-family housing (developed by another party) in the future.

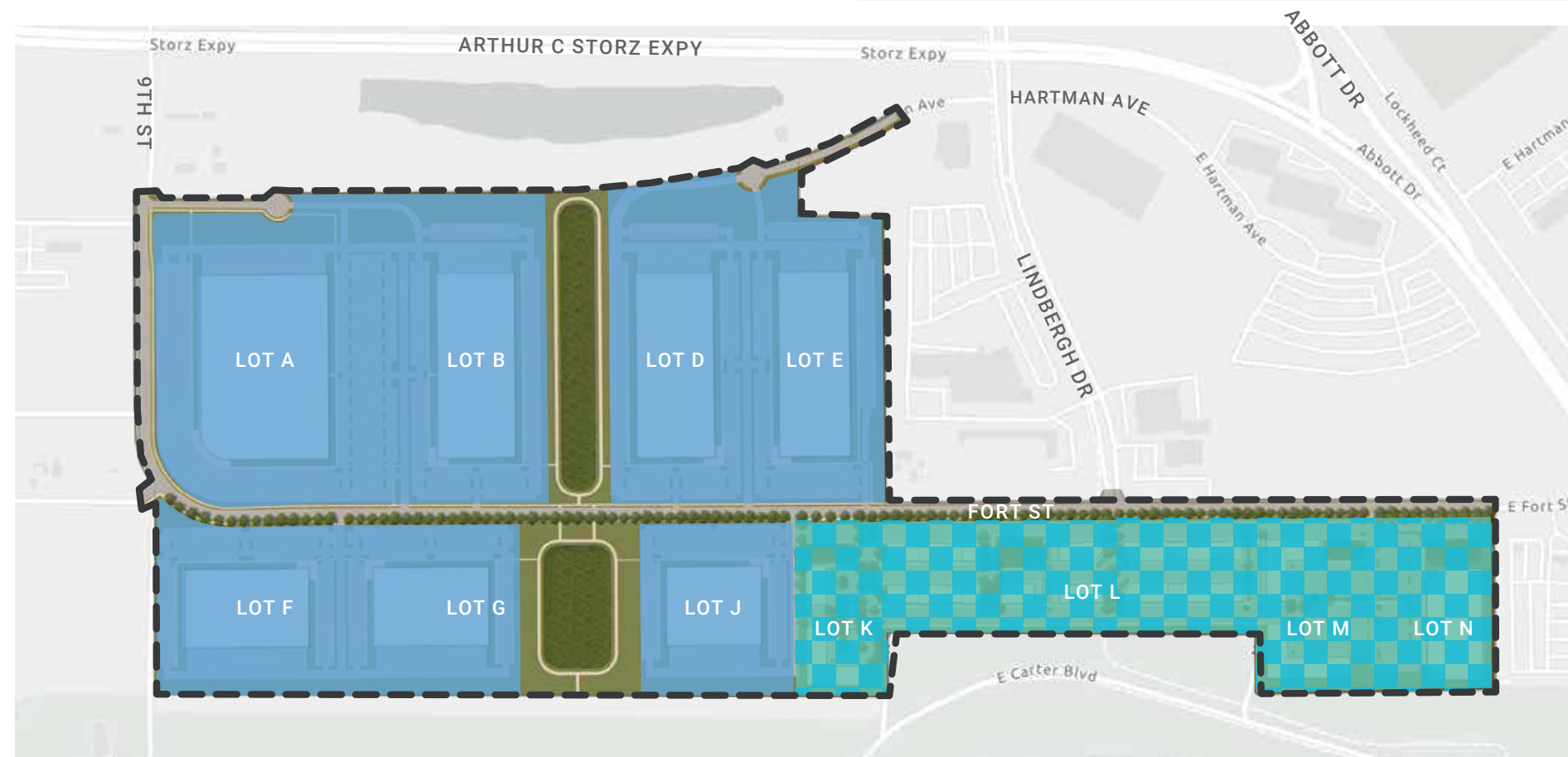


FIGURE 20: LAND USE BREAKDOWN - LAKE VIEW BUSINESS PARK II

LAND USE BREAKDOWN



FIGURE 21: LAND USE BREAKDOWN - LAKE VIEW BUSINESS PARK I

LAKE VIEW BUSINESS PARK I – RENDERINGS



LAKE VIEW BUSINESS PARK I VISION STATEMENT

Connecting people, place, and opportunity, Lake View Business Park I is a **hub for growth, connection, and collaboration**. Revitalization here represents a long-term commitment to a **future full of possibility and opportunity**.

LAKE VIEW BUSINESS PARK I – RENDERINGS

VIEW OF SITE FROM NORTHWEST CORNER LOOKING TOWARD DOWNTOWN OMAHA



PROPOSED COMMERCIAL PLAZA



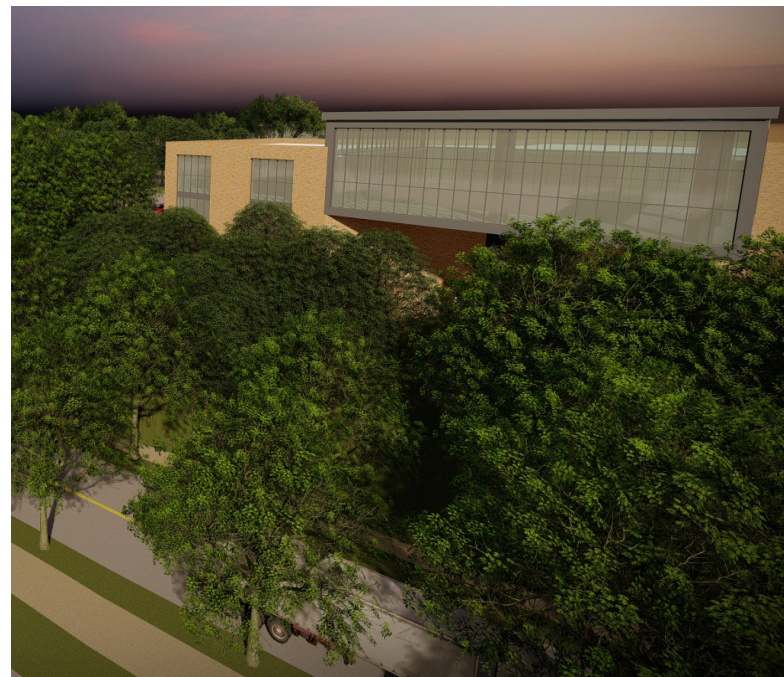
16TH STREET COMMERCIAL INFILL



INTERNAL ACCESS DRIVE BETWEEN TRUCK ROUTE AND LOCUST STREET



PROPOSED BUILDING MATERIALS TO MAXIMIZE VIEWS



PARKING LOT & LANDSCAPING ALONG TRUCK ROUTE



LAKE VIEW BUSINESS PARK I – CONCEPTUAL LAYOUT

Flexible, beautiful, accessible design.

The site is laid out to maximize flexibility. With a variety of parcel sizes accessible from many access points, the site can be flexible in the size of businesses that can locate here.



16TH STREET COMMERCIAL INFILL



PARKING LOT & LANDSCAPING ALONG TRUCK ROUTE

KEY



- A Carter Lake
- B Boyd Park
- C City of Omaha Park Land
- Lot Lines

PARCEL SIZES



1	10.4 Acres <i>6.2 buildable acres</i>	2	3.5 Acres <i>2.8 buildable acres</i>	3	13.7 Acres <i>13 buildable acres</i>	4	21.1 Acres <i>18.2 buildable acres</i>
5	1.7 Acres <i>1.5 buildable acres</i>	6	1.8 Acres <i>1.1 buildable acres</i>	7	4.8 Acres <i>1.5 buildable acres</i>	8	.6 Acres <i>.4 buildable acres</i>

16th Street

Along 16th street, parcels with frontage to the street present an opportunity to impact the vibrancy of the streetscape and catalyze development along the corridor. These parcels will be more publicly inviting and accessible.

Green spaces & Screening

Landscaping buffer between City of Omaha parks to the north of the site and to the east help to screen the site from the surrounding area and provide a green transition from the site into the rest of the neighborhood.

Utilizing Topography

The main road - a freight route - follows the base of a significant grade change which naturally splits the site into a higher and lower section and provides access to a variety of parcel sizes.

14th Street & Locust Street

Parcels with frontage to the corner of 14th Street and Locust Street are also accessible from outside the site and can have an impact on revitalization thanks to their visibility.



FIGURE 22: LVBP I CONCEPTUAL LAYOUT

LAKE VIEW BUSINESS PARK I – TRANSPORTATION

Strategies referenced: 1.2, 3.4, 4.2

Freight & Vehicle Circulation

The site is bounded by Locust Street, 16th Street, Cornish Blvd., and a rail line along the western bank of Carter Lake. It has roadway access from the south via Locust Street onto a proposed main thoroughfare – a major industrial collector road intended to route freight traffic away from 16th Street and the surrounding neighborhoods – which the City of Omaha is currently undergoing an effort to construct. The final layout and lot configuration may differ from what is shown depending on the ultimate alignment of the roadway.

This proposed roadway is well-suited to serve the proposed land uses on the site – accommodating freight traffic as well as vehicular traffic. The proposed freight route also has access into the site at the northwest corner.

Access into the elevated section of the site, where civic and commercial parcels front 16th Street – is provided directly from 16th Street. Further south, it can be accessed via two inlets/outlets by a proposed low-traffic internal road. This internal road and land configuration provide greater flexibility and an improved buildable area – and by increasing the number of possible parcels on a variety of lot sizes, opportunity for more diverse business types.

At the south end of the site, commercial parcels have direct access from Locust Street. Parcels in the flex zone have access to the proposed collector road.

Future lots will be required to construct parking lots and drive isles for access from right of way. Depending on the size of the lot and the complexity of the lot circulation, there may be need for interior access roads.

KEY

- Collector Road
- Local Road
- Trails and Sidewalks
- Bus Stop

Trails & Sidewalks

As part of a multi-modal access strategy to ensure the site remains a community asset, permanent pedestrian and bicycle access is proposed. Pedestrian and bicycle facilities, including sidewalks and bicycle amenities, will be included in suitable areas.

A paved trail on the east and paved sidewalk on the west side of the proposed Major Industrial Collector provide bicycle and pedestrian access through the lower portion of the site.

Amenities like benches, wayfinding, shade structures, plantings, bicycle storage/racks further support access and use of multi-modal transportation.

Public Transportation

The site is currently within short walking distance to Metro Transit’s 16th & Sprague St. and 16th & Cornish Blvd. bus stops.



FIGURE 23: LVBP I TRANSPORTATION

LAKE VIEW BUSINESS PARK I – UTILITY PLAN

Strategies referenced: 1.2

Several meetings were held with City of Omaha Public Works staff to discuss the proposed development and associated infrastructure improvements. New utilities to serve the development must be constructed, including sewer, water, gas, and power backbone, which can be completed within the proposed truck route construction & internal access road storm sewer construction.

Sanitary Sewer

There is an existing large combined sewer line that runs north to south across the north half of the site.

As part of the City of Omaha’s due diligence, Ehrhart Griffin & Associates (EGA) updated a previously completed study and cost estimates for the development of the lot, including costs for constructing separated sanitary sewer that would serve the proposed development. Based on the existing topography and the proposed grades, the proposed sanitary sewer would be 8” gravity sewer.

Storm Sewer

There is an existing large combined sewer line that runs north to south across the north half of the site. With the proposed development, the storm sewer would need to be designed per the Omaha Regional Stormwater Design Manual for a 10-year design storm and constructed within all proposed right of way. Regional stormwater drainage basins would help the site ensure that there is no net increase in runoff from pre-development conditions for the 2-, 10-, and 100-year storm events. Each parcel will need an individual post-construction stormwater management plan (PCSMP) that addresses providing water quality for the first ½ inch of stormwater runoff.

NEXT STEPS

The project team developed order of magnitude cost estimates – used to determine sources and uses of funds and the tactical and investment strategy – for all public improvements required for the development, including overlot grading & environmental cleanup, sanitary sewer, storm sewer, paving, sidewalks, water, gas, and power.

A geotechnical investigation to gather information about ground water depth and soil conditions must be completed to gather detailed information for the design of the proposed sewers, as well as the proposed overlot grading design, sanitary sewer, and storm sewer design. A detailed drainage study and hydraulic modeling for the area must also be completed, reviewed, and approved by City of Omaha Public Works. Continued coordination with the City of Omaha is needed to synchronize development of the proposed truck route and LVBP I.

Ongoing coordination with the City of Omaha Public Works and Sewer Maintenance departments throughout the design process will align the timing of proposed improvements with other area projects. As design progresses, 30% and 90% Sanitary Sewer Design Reports must be completed and approved by Public Works. Final plans must be submitted for review and approval by the following agencies:

- Nebraska Department of Environment and Energy
- Douglas County Health Department
- City of Omaha Public Works

Proposed Sanitary Sewer
 Proposed Storm Sewer
 Proposed Water



FIGURE 24: LVBP I UTILITY PLAN

LAKE VIEW BUSINESS PARK I

— GREEN & OPEN SPACE PLAN

Strategies referenced: 2.2, 3.2

Trees and site greening to the north and east of the site help to blend the site into the surrounding Carter Lake Park and Boyd Park.

To maximize the positive impact of this space, intentional landscaping and features will be implemented. These may include native plants for erosion stabilization, wildlife habitat, and soil stability. Fountains for aeration and stagnation reduction in stormwater basins also take advantage of the positive impacts of running water and green space on people and the environment, while native aquatic plants can contribute to water purification and wildlife habitat.

The dramatic grade changes within the site offer opportunities for high tree canopy plantings in the unbuildable areas. High tree canopy increases feelings of safety, reduce noise pollution, and reduce the heat island effect. Tree plantings along roadways provide traffic calming through a visual illusion that the road is narrower than it is.

Rail Easement

The former rail easement on the northeast side of the site is too narrow to be buildable. Additional coordination with the project team and the City of Omaha is needed to determine the best future for this parcel of land.

Native Plantings

Streetscaping throughout the site will use native trees, grasses, and plants wherever possible. Use of native Nebraska vegetation throughout the site will contribute to a sense of local character, contribute to beautification, reduce noise pollution, reduce stormwater management needs, and reduce the heat island effect.

Impervious Surface

Future parking needs will be carefully considered during development to reduce the amount of paved and impervious surface. City of Omaha landscaping requirements will be followed to provide green areas within and around parking lots. Green areas provide the greatest positive impacts of heat reduction, noise reduction, runoff reduction, air quality improvement, and site beautification.



FIGURE 25: LVBP I GREEN & OPEN SPACE PLAN

LAKE VIEW BUSINESS PARK I – ENVIRONMENTAL PLAN

Lake View Business Park I

According to the Nebraska Department of Environment and Energy (NDEE), a brownfield is a real property, the redevelopment of which may be complicated by the presence or potential presence of a hazardous substance, pollutant or contaminant. Identifying a brownfield is the first step toward pursuing additional grants for revitalization of the property.

Lake View Business Park I, 1400 Locust Street, Omaha, Nebraska, is on the BROWNFIELDS, SWF/LF, ALL SITES and LUST lists due to its historical business operation use, its industrial stormwater permit associated with materials processing activities on the property, current disposal of materials generated by ongoing cleanup of the property, and petroleum concentrations exceeding NDEE Petroleum Release Program's Risk-Based Corrective Action (RBCA) Risk-Based Screening Levels (RBSLs).

HISTORICAL LAND USE

The earliest settlement of the land occurred in the 1850s and was platted as Sulphur Springs. Between the 1850s and 1885, use was limited to residential and small businesses, until the Omaha Beltline Railway was laid through the property in 1885. Structures associated with the 1889 Trans-Mississippi and International Exposition were on the property.

Beginning in 1901, the property was occupied by Chicago St. Paul, Minneapolis & Omaha Railroad. A grain elevator occupied the northeast corner of the site in 1905 but is no longer present. Scrap/salvage and coal yards operated on and adjacent to the upper central and northwest corner of the property. Properties along 16th Street housed manufacturing companies, warehouses, and gas/filling stations (as well as other companies with petroleum storage tanks.) In the 1960s, a scrap-paper transport facility began operating in the northeast corner, and by 1990 railroad operations were no longer active on the site. The site has been used for stockpiling soil and debris from building excavations, a transport operation, and an inactive grain elevator.

ANDERSON EXCAVATING

In 2003, Anderson Excavating was issued a Notice of Violation by the NDEE for illegal dumping of construction and demolition debris and domestic waste onto the site, failure to obtain proper permits to operate a solid waste management facility, and failure to make waste determinations for materials stored in drums and bulk storage tanks. In

2015, another Notice of Violation for failure to properly dispose of the stockpiles was issued. The site is a recognized environmental condition.

BINNEY STREET/LOCUST STREET DRUM SITE

This site, at 13th Jct. & Locust St, Omaha, NE is on the SHWS, ALL SITES, CERCLIS, CERCLIS NFRAP, and SEMS ARCHIVE lists. EPA completed an Abbreviated Preliminary Assessment after a fire associated with 22 drums occurred at the location. Results of drum sampling indicated the drums contained volatile organic compounds, including chlorinated hydrocarbons. Further evaluation of the area during the TG 2014 Phase II ESA showed chlorinated hydrocarbon and lead concentrations within soil and ground water samples exceeded NDEE residential or industrial RGs. The site remains a recognized environmental condition.

BRADLEY SALVAGE

This site, at 3903 North 16th Street, Omaha, NE, is adjacent west at the northwest corner of Lake View Business Park I. It is on the FINDS/FRS, ICIS, AFS lists indicating it is a regulated facility with a history of metals and auto parts salvage activities, and is considered a recognized environmental condition.

ANCONA BROTHERS/AMERICAN HYDRAULIC

3701 North 16th Street/6th & Manderson, Omaha, NE is located adjacent to the west side of the Lake View Business Park I site and is on the LUST, RCRA VSQG, and UST lists. It is on the RCRA Very Small Quantity Generator list. It received a written informal violation in 1998 during a compliance inspection but achieved compliance a month earlier. The site is no longer in operation. Historical resources show a gasoline station operating at this location in 1936, and three underground storage tanks were removed in 1991. Contamination was evident and the site was placed on the LUST list with a remediation status of "Priority List for orphan sites (Responsible Party not viable.)" Petroleum concentrations on the Lake View Business Park I site adjacent the facility were identified to be at or below concentrations considered de minimis.

GIBSON INDUSTRIES/AFFORDABLE TIRE

This property is located adjacent to the west across 14th Avenue near the southwest corner of the lower portion of the property. It was identified on the LUST, LST, and UST lists. Seven underground storage tanks were removed from the site. Contamination was evident and NDEE required further assessment. Upon further assessment, NDEE classified the site

No Further Action (Incident Closed). Because NDEE closed the site, this site is considered a historical recognized condition.

ADDITIONAL SITES

Seventy-nine (79) sites (plottable) and three (3) unmapped sites were identified by regulatory database search firm ERIS and on required ASTM databases within ASTM minimum search distances. These sites were located within a mile of the subject property. None of these sites were found to be a significant risk of environmental concern to the subject property based on distance, remediation/compliance status, depth to ground water, and/or the anticipated ground water flow direction.

NEXT STEPS

Commercial and industrial development is planned for the property, and there is potential for exposure of environmental conditions. Environmental exposure pathways associated with industrial and commercial development may include, but are not limited to: direct human contact (i.e. site employees, construction workers, etc.), vapor inhalation/intrusion, and construction dewatering.

A Materials Management Plan (MMP) specific to the site will be written to provide contractors with guidance on best practices for construction, soil handling and dewatering.

Further environmental assessment will continue and the development will adhere to best practices for mitigation exposure using guidance from the NDEE's cleanup programs for the various site uses.

Funding opportunities associated with the cleanup of Brownfield sites will be explored by the development team.

LAKE VIEW BUSINESS PARK I – GEOTECHNICAL

Thiele Geotech, Inc. (TG) previously completed a geotechnical exploration study for Erhart Griffin and the City of Omaha on the site located east of North 16th Street from Locust Street to Cornish Blvd. in Omaha, Nebraska. The full report can be reviewed in the Appendix.

The study identified general soil and ground water conditions underlying the site, evaluated engineering properties of the existing soils, provided earthwork and site preparation recommendations, and discussed parameters for foundations, pavements, and other earth-supported improvements. It included soil borings – six new test borings across the site, as well as reference of nine previous borings completed by TG in 2014 – as well as laboratory testing and engineering analysis.

SITE CONDITIONS

A majority of the site is grass-covered and slopes east towards Carter Lake. Portions of the western and northern sides of the site were more vegetated and contained trees. The western side of the site is elevated as high as 50 feet above the eastern side. Some rubble stockpiles have been remediated, with the concrete crushed and used as surface for a temporary impound lot on the property. Two large stockpiles still exist near the center of the site; a construction road consisting of soil and gravel extends from Locust Street north to the impound lot.

SITE GEOLOGY

The surface geology of eastern Nebraska is Pleistocene in age and consists of eolian (wind-blown) deposits of Peoria and Loveland loess. The Peoria loess typically consists of silty lean clays that are stiff when dry but become softer with increasing moisture content, and sometimes exhibits low unit weight and is collapse- susceptible. The Loveland loess is an older deposit, typically consists of lean clays, and generally exhibits higher unit weights and shear strengths than the Peoria.

The loess overlies Pleistocene glacial deposits of Kansan and Nebraskan till, which consists of lean-to-fat clays mixed with sand, gravel, and occasional cobbles. These glacial deposits are generally fairly deep but are sometimes near the surface at lower elevations on steep slopes. Cretaceous sandstone or Pennsylvanian limestone and shale form the bedrock unit below the glacial deposits. The depth to bedrock is normally great, and rock is rarely encountered in construction.

Along drainageways, alluvial and colluvial deposits are typically present. These soils were formed by erosion of the adjoining loess-mantled hills. Alluvial deposits are generally present along creeks and in major

drainageways. The upper several feet of alluvium are usually stiffer due to desiccation. Colluvial soils are usually located at the base of steep slopes and in upland draws and are formed by local creep and sloughing.

SOIL MAKEUP

The soils encountered in the test borings generally consisted of man-placed fill, which extended to depths of 9-13 feet below the surface, and alluvium, which was encountered beneath the fill. Limestone bedrock was encountered in two borings at depths of 31 to 32.5 feet and auger refusal was encountered at 31.5 to 32.5 feet.

GROUND WATER

Ground water levels on the site may fluctuate due to seasonal variations and water levels in Carter Lake. Observed ground water levels are included in the full, appended report.

Ground water was encountered in all six supplemental borings. These levels can fluctuate throughout the year due to seasonal changes and water levels in Carter Lake. Foundation drains will be planned for any below-grade structures on the east side of the major industrial collector road.

In two borings, ground water was present in the rubble fill. These soils are not easily dewatered, and dewatering will be planned at this location. Dewatering can result in settlement, which can impact nearby structure foundations, utilities, and pavements. A dewatering contractor will be consulted to determine how best to control groundwater during construction and the expected area of influence of dewatering activities.

SITE PREPARATION

Significant amounts of fill and rubble were encountered below the surface, and the density and consistency of the material is varied. These materials are not suitable for support of structures or pavements, and complete removal of these materials and replacement with structural fill will be considered. Rubble and waste materials will be removed from the site and lawfully disposed or recycled, and not buried on-site. Additional borings will be required for final recommendations on development of individual buildings.

A majority of the site will have cuts and fills of 2 feet (grades are not finalized.) Significant grading is expected, including cuts as deep as 10 feet and fills up to 35 feet. Undercutting beneath future building footprints, parking lots, and drives to remove material may be required.

Major settling of alluvium is expected as low-density fat clays are present. The significant fill needed to bring the proposed major industrial collector road to grade will consolidate the somewhat compressible cohesive alluvium. Settlement timelines to 90% primary consolidation range from 8-10 weeks to 2 years, depending on how settlement can be accelerated.

NEXT STEPS

Recommendations on appropriate earthwork and excavation materials and activities, cut and cover installation, pipe bedding, foundation considerations, pavements, surface drainage and landscaping, and other recommendations, can be found in the full report.

LAKE VIEW BUSINESS PARK II – RENDERINGS

LAKE VIEW BUSINESS PARK II VISION STATEMENT

Connecting people, place, and opportunity, Lake View Business Park II is a **hub for growth, connection, and collaboration**. Revitalization here represents a long-term commitment to a **future full of possibility and opportunity**.



LAKE VIEW BUSINESS PARK II – RENDERINGS

BUS STOP AND CROSSWALKS ON FORT STREET



TRAFFIC CALMING CIRCLE WITH DECORATIVE PAVEMENT



TRAFFIC CALMING STREET VIEW - COMMERCIAL CORRIDOR



COMMERCIAL COURTYARD COMMUNITY SPACE



POTENTIAL SITE FURNISHINGS



STORMWATER BASIN WITH NATIVE PLANTINGS AND FOUNTAIN



LAKE VIEW BUSINESS PARK II – CONCEPTUAL LAYOUT

Flexible, beautiful, accessible design.

The site's layout leverages its orientation to Carter Lake, Fort Street, and Eppley Airfield. With proximity to several Major Industrial Collector Roads, large parcels accommodate a variety of user needs and offer flexibility for future development.



TRAFFIC CALMING STREET VIEW - COMMERCIAL CORRIDOR



POTENTIAL SITE FURNISHINGS

KEY



A Levi Carter Park

B Carter Lake

C Eppley Airfield

PARCEL SIZES



1 21.7 Acres Buildable: 20.9 acres	2 13.1 Acres Buildable: 12.8 acres	3 13.1 Acres Buildable: 12.8 acres
4 12.2 Acres Buildable: 11.6 acres	5 9.6 Acres Buildable: 8.4 acres	6 9.0 Acres Buildable: 7.9 acres
7 7.9 Acres Buildable: 6.9 acres	8 4.8 Acres Buildable: 4.3 acres	9 12.3 Acres Buildable: 10.1 acres
10 6.0 Acres Buildable: 4.6 acres	11 6.1 Acres Buildable: 4.7 acres	

Large, Flexible Parcels

A variety of parcel sizes, which can be easily combined, offer opportunity to large, national-level industrial and manufacturing users. Smaller parcels accommodate supporting uses and are an option for local businesses who wish to locate in North Omaha.

Improved Accessibility

With improvements to Fort Street, multi-modal trail, sidewalks, and a proposed additional bus stop on Route 16, the site has improved accessibility to adjoining neighborhoods. Air and freight routes are in close proximity.

Green Stormwater Management

A central stormwater management basin also provides green, open park space. Native landscaping and trails make the space accessible to site users.

Screening Uses

Levi Carter Park and Carter Lake buffer the site from Carter Lake, IA, and existing industrial uses to the west buffer the site from the surrounding neighborhood. Landscaping buffers and street trees provide visual screening from adjoining use types.

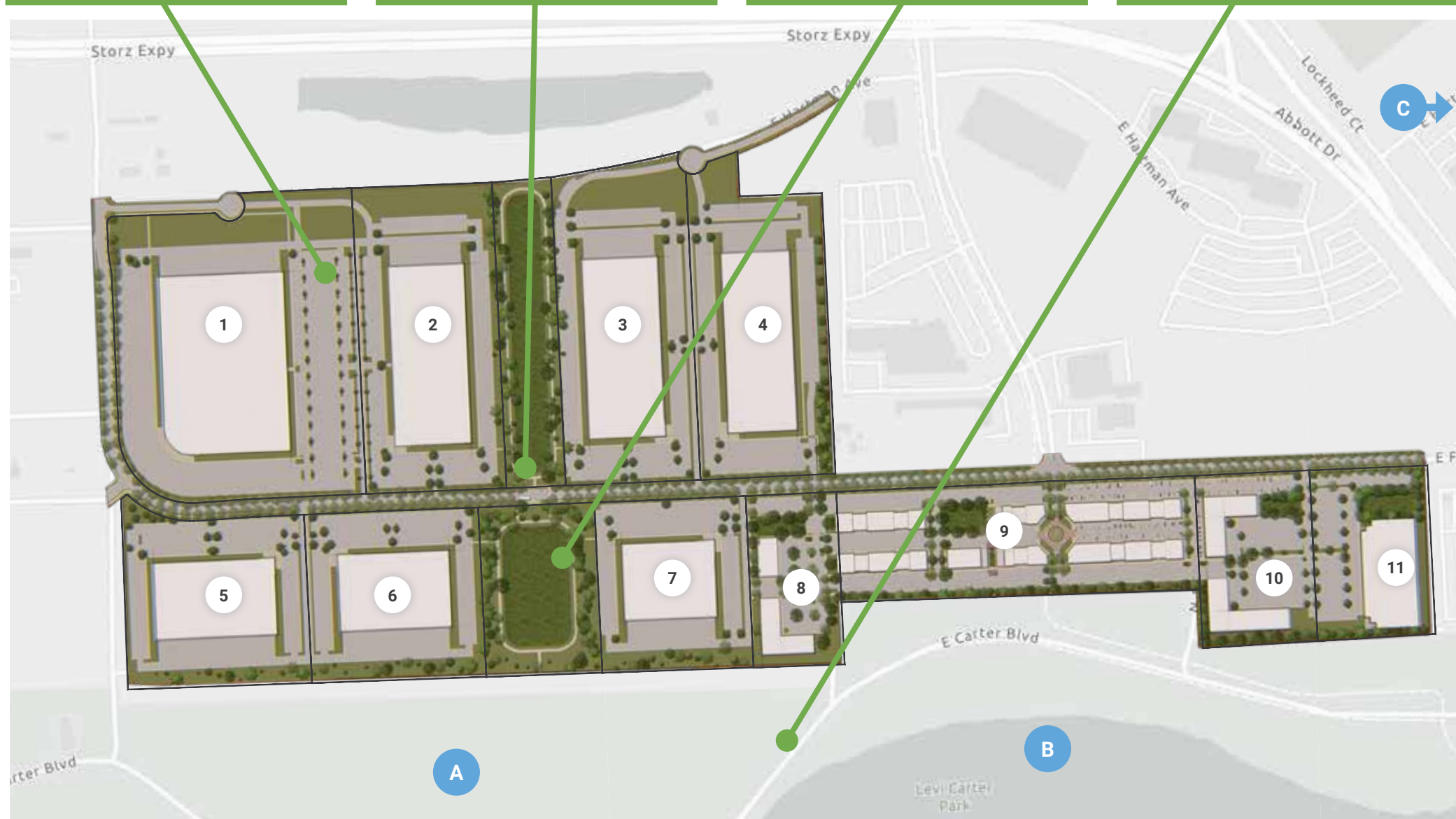


FIGURE 26: LVBP II CONCEPTUAL LAYOUT

LAKE VIEW BUSINESS PARK II – TRANSPORTATION

Strategies referenced: 1.2, 3.4, 4.2

Freight & Vehicle Circulation

The site has roadway access throughout from Fort Street, Arthur C Storz Expressway, and 9th Street. Fort Street's alignment is well-suited to serve the proposed land uses on the site – accommodating freight traffic as well as vehicular traffic – but will require significant improvement. A connection to Arthur C Storz Expressway via N 9th Street provides freight access.

Future lots will be required to construct parking lots and drive isles for access from right of way. Depending on the size of the lot and the complexity of the lot circulation, there may be need for interior access roads.

Trails and Sidewalks

As part of a multi-modal access strategy to ensure the site remains a community asset throughout its future development, permanent pedestrian and bicycle access is proposed throughout the site.

Trail, sidewalk, and on-street bicycle facilities, occur on Fort Street and connect to trail access into Levi Carter Park and a proposed Metro Transit Bus Stop. Amenities like benches, wayfinding, shade structures, plantings, bicycle storage/racks further support access and use of multi-modal transportation.

Public Transportation

A proposed new stop on Metro Transit's Abbot Drive / North 16th Street line would connect the site to Eppley Airfield, adjacent neighborhoods, and regional amenities – including newly renovated parks and trails on Omaha's riverfront and in downtown Omaha.

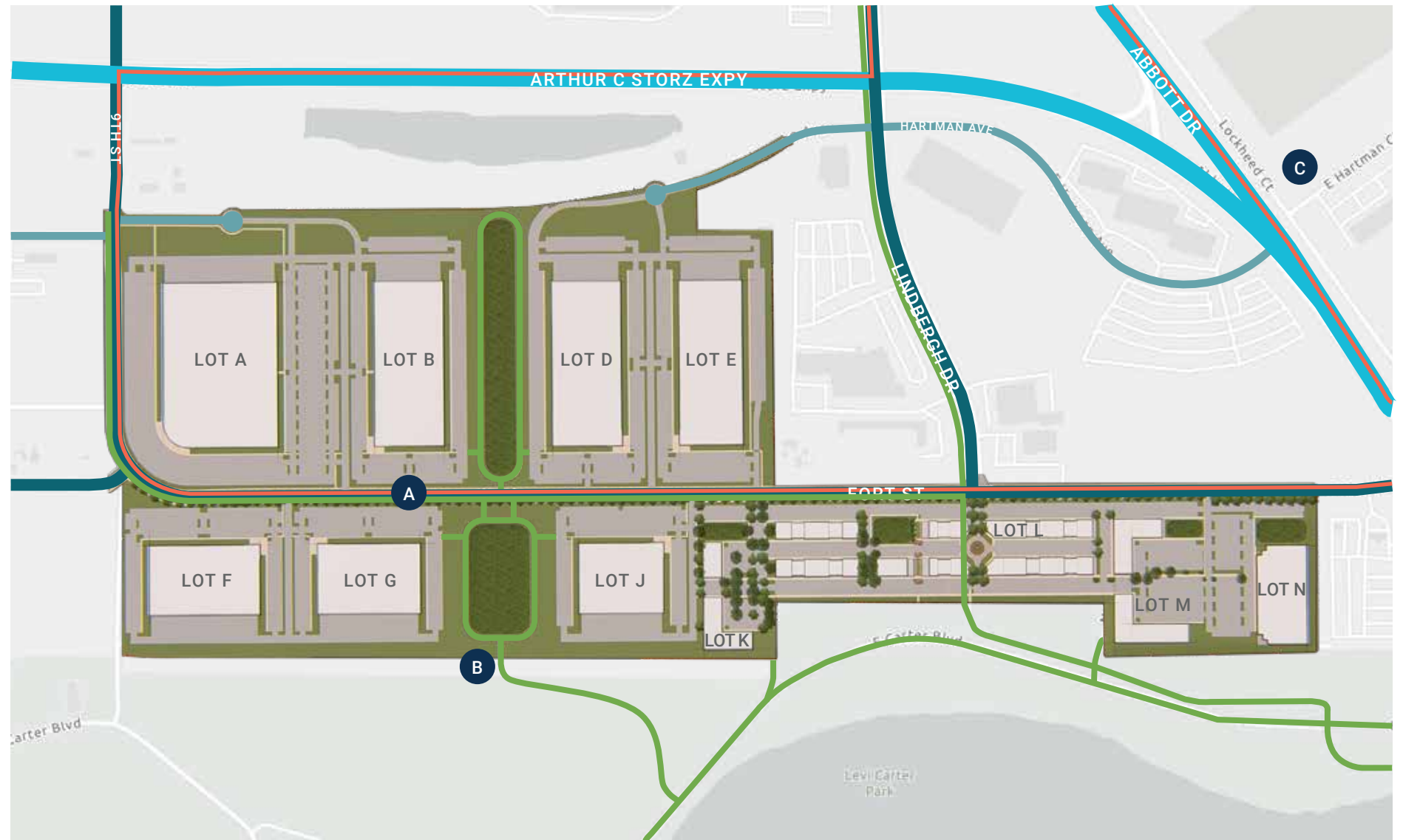
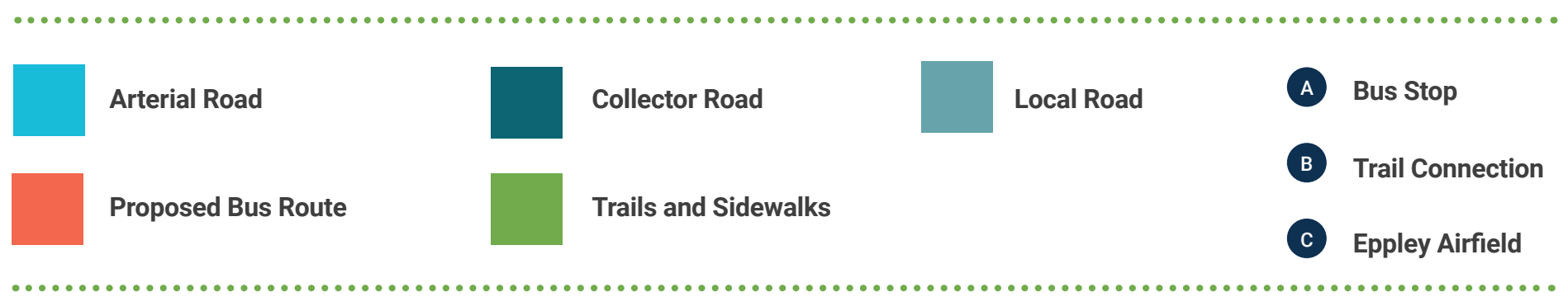


FIGURE 27: LVBP II TRANSPORTATION

KEY



LAKE VIEW BUSINESS PARK II – UTILITY PLAN

Strategies referenced: 1.2

Sanitary Sewer

There is no sanitary service between N 9th St. and N 9th St. E. The existing Jaynes Street lift station, located around 2nd St. & Jaynes St., collects wastewater from north and east of Lindbergh Dr. Once the wastewater enters the lift station, it is pumped west via a 14" force main in the Jaynes St. right-of-way, and combines with wastewater flow from the Ellison Avenue lift station around 9th & Jaynes St. The 14" force main continues west around 16th St. & Jaynes St. where it enters a 72" combined sewer.

To serve the proposed development, the 14" force main must be relocated and new gravity sewer constructed within Fort Street right-of-way. The conceptual design calls for abandoning the Jaynes Street lift station, connecting to the 18" existing gravity sewer, and extending to a new lift station around 5th and Fort Street. A new 14" force main would exit the lift station and continue west, connecting to the existing force main around N 9th St. & Jaynes St. Additional gravity sewer would be constructed in 9th Street that would continue east towards the proposed lift station.

Storm Sewer

Existing storm sewer on the site is limited. The Storz Detention Basin on the north edge of the project does not collect most of the site stormwater, which generally runs southward into Carter Lake. An 18" and 24" storm sewer force main, running North/South in the North 3rd Street right-of-way, enables stormwater to be pumped from the Storz Detention Basin into Carter Lake or vice versa. The storm sewer force main line is not active but the City of Omaha and Carter Lake are discussing operating the line again, which would require relocation to avoid interference with future structures.

For the proposed development, proposed storm sewer would be constructed within the Fort Street right-of-way, designed per the Omaha Regional Stormwater Design Manual for a 10-year design storm. Drainage areas for the site would be split into a west and east basin; drainage from both areas would drain to the center of the site to the proposed central stormwater basin. The proposed stormwater basins would ensure there is no net increase in runoff from pre-development conditions for two year, ten year, and 100 year storm events.

The City of Omaha requires that the proposed project basin discharge into the Storz Detention Basin, not Carter Lake. The current basin footprint has been sized to adequately handle the flow from Phase I. Once Phase II is constructed, the Storz Detention Basin may need to be modified to handle the stormwater runoff from the entire area. Each lot would then develop a post construction stormwater management plan (PCSMP) that addresses water quality for the first 1/2" of stormwater runoff from that lot.

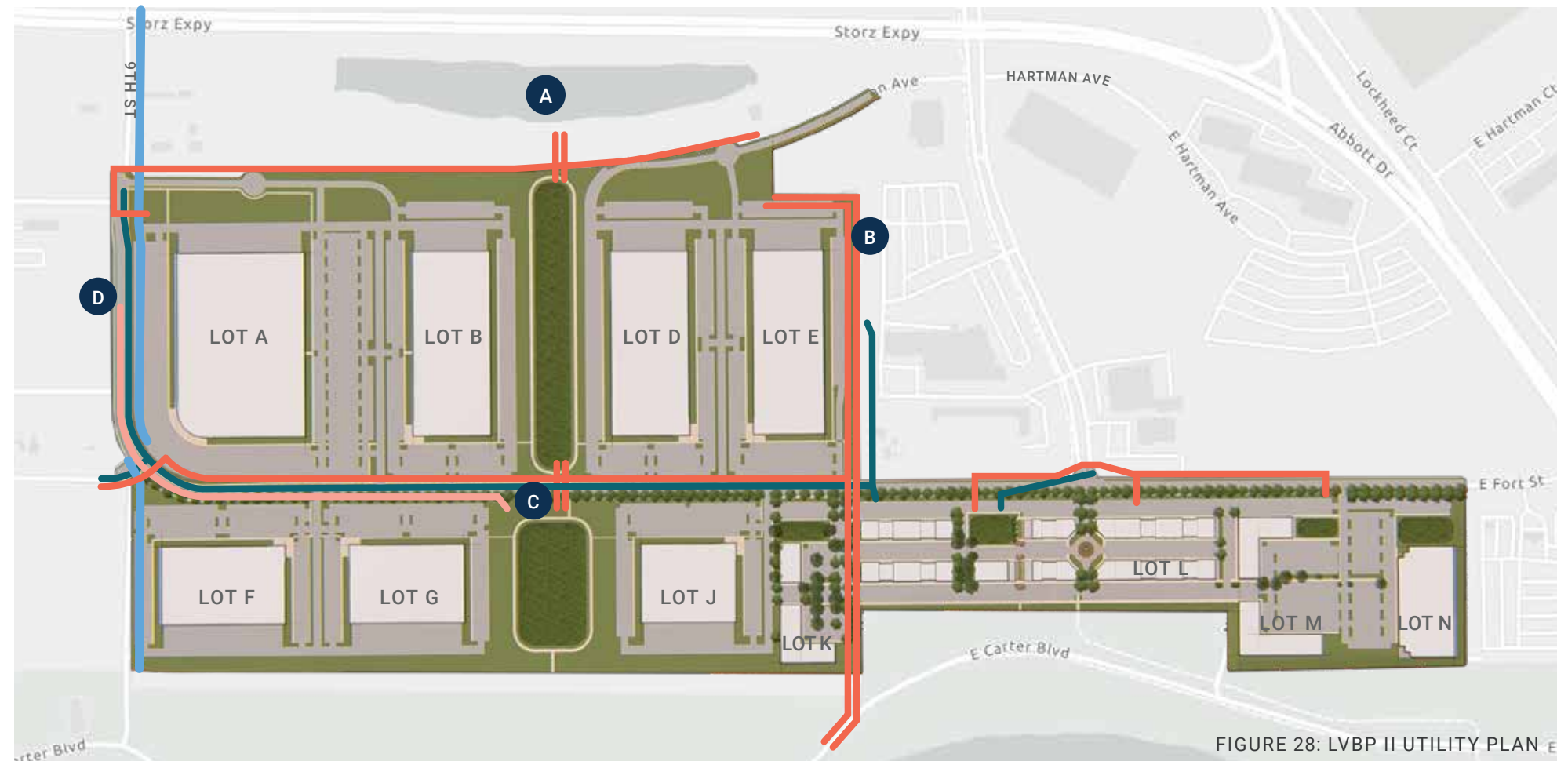










FIGURE 28: LVBP II UTILITY PLAN

 Proposed Gravity Sanitary Sewer	 Proposed Storm Sewer	 Proposed Sanitary Force Main	 Proposed Water Main
 A Storz Detention Basin	 B Jaynes St. Lift Station	 C Proposed Lift Station	 D Ellison Ave. Lift Station

NEXT STEPS

The project team developed order of magnitude cost estimates – used to determine sources and uses of funds and the tactical and investment strategy – for all public improvements required for the development, including overlot grading & environmental cleanup, sanitary sewer, storm sewer, paving, sidewalks, water, gas, and power.

A geotechnical investigation to gather information about ground water depth and soil conditions must be completed to gather detailed information for the design of the proposed lift station and sewers, as well as the proposed storm sewer and basin. A detailed drainage study and hydraulic modeling for the area must also be completed, reviewed, and

approved by City of Omaha Public Works.

Coordination with the City of Omaha Public Works and Sewer Maintenance departments throughout the design process will align the timing of proposed improvements with other area projects. As design progresses, 30% and 90% Sanitary Sewer Design Reports must be completed and approved by Public Works. Final plans must be submitted for review and approval by the following agencies:

- Nebraska Department of Environment and Energy
- Douglas County Health Department
- City of Omaha Public Works

LAKE VIEW BUSINESS PARK II – GREEN & OPEN SPACE PLAN

Strategies referenced: 2.2, 3.2

To maximize the positive impact of this space, intentional landscaping and features will be implemented. These may include fountains for aeration and stagnation reduction, native aquatic plants for water purification and wildlife habitat, native prairie plantings for erosion mitigation and soil stability.

High tree canopy provides visual buffer of industrial uses from airport traffic using Fort Street and Arthur C Storz Expressway and offer a more appealing first look at Omaha. Tree plantings along Fort Street will provide traffic calming through a visual illusion that the road is narrower than it is, protecting pedestrian and bicycle users.

Green areas provide the greatest positive impacts of heat reduction, noise reduction, runoff reduction, air quality improvement, and site beautification.



Native Plantings

Streetscaping throughout the site will use native trees, grasses, and plants wherever possible. Native plants contribute to a sense of local character, contribute to beautification, reduce noise pollution, reduce stormwater management needs, and reduce the heat island effect.

Central Stormwater Management

Central to the site are two stormwater detention ponds and surrounding green space. This green space provides a visual and physical connection from the site to Levi Carter Park, knitting the site into the existing neighborhood.

High Tree Canopy

Maintaining existing high tree cover throughout the site wherever possible and replacing trees removed during development will increase feelings of safety throughout the site, as well as reduce noise pollution and the heat island effect.



KEY

- A** Levi Carter Park
- C** Eppley Airfield

- B** Carter Lake

FIGURE 29: LVBP II GREEN & OPEN SPACE PLAN

LAKE VIEW BUSINESS PARK II – ENVIRONMENTAL PLAN

Areas within the site will likely require the removal of stored and discarded material piles. Some properties were observed to have significant material stockpiles from undetermined locations, undetermined waste stockpiles, and/or surface staining.

HISTORICAL LAND USE

Historical aerial photographs, topographic maps, literature, and fire insurance maps indicated that properties within the proposed project area were historically residential subdivision(s) and agricultural land from 1938 through 1999. Since 1999, the area appeared to gradually transition to commercial activity.

SOIL STOCKPILING

Recent aerial photographs show significant stockpiles of soil along with scattered debris and apparent staining, which is consistent with site observations. Soil stockpiles and limited debris were observed on properties at the southwest corner of North 3rd & Jaynes Streets. Soil stockpiles with significant debris were observed on properties between Fort and Ogden Streets from North 9th to 13th Streets.

LANDFILL ACTIVITY

There is potential for historical landfill impacts to the project. Historical resources indicate a dump/landfill at 4th and Fort Streets, supported by literature detailing a Carter Lake Dump at 4th & Fort Streets. Aerial photographs and topographic maps indicate the most probable location of the dump was north of Fort Street between 3rd Street and 4th Avenue in a former drainage channel.

ASPHALT SERVICES PROPERTY

The Asphalt Services property at the southeast corner of Storz Expressway and North 9th Street was observed to have several stockpiles of apparent soils and other undetermined materials. Approximately 10 aboveground storage tanks with estimated volumes of 500-1,000 gallons were observed on the property. Staining was observed around the tanks and at various other locations around the properties.

ADDITIONAL SITES

Seventy-three (73) plottable sites and eleven (11) unplottable sites were identified by regulatory database search firm ERIS, located within a mile of the subject property. There were numerous sites greater than 0.125-mile from the project site. Based on the scope of the project, these sites would not be anticipated to affect the project. The remaining sites were reviewed, and none were found to be a significant environmental concern to the project site based on distance, remediation/compliance status, and/or the anticipated ground water flow direction.

STRUCTURE DEMOLITION & ASBESTOS TESTING

The existing structures within LVBP II will need to be demolished to make way for the new development. A building demolition permit must be obtained from the City of Omaha; as part of the demolition permit, documentation/confirmation from MUD and OPPD will confirm utilities have been terminated to each structure along with a pest control inspection.

A NESHAP Demolition Asbestos Inspection will be completed to document the presence of asbestos-containing material (ACM) that may be impacted by planned demolition activities. If ACM is found during inspection that would be impacted as a result of the demolition, it must be removed prior to performing any work. Building renovation and demolition and asbestos removal is regulated by United States Environmental Protection Agency (EPA), under the National Emission Standard for Hazardous Air Pollutants (NESHAP). The State of Nebraska also regulates asbestos removal activity through the Nebraska Department of Health and Human Services, Asbestos Control Program. All work must be performed by a licensed abatement contractor.

NEXT STEPS

Based on findings from the TG Environmental Review completed for Lake View Business Park II on October 5, 2023, the following is recommended:

1. Further investigation into origin of the soils and/or debris at SW corner of N. 3rd & Jaynes, Fort to Ogden Streets between N. 9th to N. 13th Streets, and the Asphalt Services properties to determine if sampling is required to assess environmental conditions.
2. Complete a Phase II ESA/Limited Site Investigation within the area of the former landfill to determine if landfill waste remains and complete environmental sampling to determine if the landfill has impacted environmental conditions within the area.

LAKE VIEW BUSINESS PARK II – GEOTECHNICAL

Thiele Geotech reviewed existing soils information near the project area and evaluated conceptual design of project components. Anticipated soil and ground water conditions that may be encountered, as well as geotechnical considerations for site design, initial site development, and future site-specific development, are included.

SOIL CONDITIONS

Nine previous geotechnical explorations and a Custom Soil Resource Report generated by the United States Department of Agriculture – Natural Resources Conservation Service were consulted to develop an understanding of the potential soil conditions throughout the overall project limits.

SITE GEOLOGY

Most of the project area is within the geological floodplain of the Missouri River and its tributaries. This area primarily consists of flood events deposits and meandering of the creek channel prior to being channelized. The abovementioned sources and knowledge of the area's geology indicate the majority of the site consists of man-placed fill and alluvium.

SOIL MAKEUP

Fat clay soils were identified in soil borings at various depths in the majority of historical borings performed near the site. In cut areas of the site, fat clay soils may be encountered at building floor slab or pavement subgrade elevations.

The amount of settlement and length of delay prior to pavement, utility, and foundation construction can be determined during the subsequent geotechnical exploration(s) and development of a final grading plan.

GROUND WATER

Based on existing data, ground water is expected to be relatively shallow at this site. Ground water is anticipated to relatively match that of the Missouri River standing water level elevation. Therefore, at a minimum, it is assumed that dewatering of the sanitary sewer alignment will be required to facilitate pipe installation and backfill placement, as well as excavations required for the proposed lift station.

SITE PREPARATION

Future lightly loaded structures would likely be supported on shallow foundations. A footing over-excavation may be an option to achieve a higher net allowable bearing pressure or to remove existing uncontrolled fill. Moderately heavily loaded structures may also be capable of being supported on shallow foundations with a higher net allowable bearing pressure. It may be necessary to support structures on an intermediate foundation system, such as a Geopier Rammed Aggregate Pier (RAP), or stone columns. Heavily loaded structures would likely require the installation of a deep foundation system, which would extend much deeper than existing boring information.

NEXT STEPS

Additional geotechnical investigation is required.

This future effort would include site specific soil borings to gather more detailed information on the existing site soils and ground water conditions.

ECONOMIC IMPACT ANALYSIS

An IMPLAN Trade/Flow Model was used to conduct the economic impact analysis for both sites. It covers both Douglas County and Nebraska, using Type I and SAM multiplier types.

The analysis covers two project industry categories: All Other Miscellaneous Manufacturing and Business Support Services.

The jobs and economic forecasts shown here are based on a .4 Floor-Area Ratio, wherein 40% of a site's total area is allocated to a building footprint. Of those building footprints, 1 job/1,000 sq. ft. is assumed for commercial buildings and 1 job/2,000 sq. ft. is assumed for industrial buildings.

These projections are conservative; depending on the specific business type, jobs could increase.

LAKE VIEW BUSINESS PARK I



The analysis for Lake View Business Park I assumes \$47.4 million in Manufacturing Construction capital investment and \$18.6 million in Commercial construction capital investment.

On-Site Jobs Created

The model shows **296** new jobs in All Other Miscellaneous Manufacturing and **186** new jobs in Business Support Services (**482** total.)

These 482 new jobs help support an **additional 307 workers** in Douglas County (351 in Nebraska.) Additional workers include warehousing and storage, real estate, retail, restaurants, accountants, etc.

Economic Activity Generation

During construction, the \$66.0 million in construction activity helps support:

- 480 jobs in the construction industry
- An additional 219 jobs in the community

In Nebraska, this amounts to 529 jobs in construction and an additional 266 jobs in the community.

When fully operational, the economic activity generated in the area will add about:

- \$172.7 million to the Douglas County economy each year
- \$180.1 million to the Nebraska economy each year

This includes activity directly related to the company's operations and associated "spillover" activity.

In this model, the local economy sees a boost to earnings of about **\$52.9 million** for jobs directly related to the operations of the project, additional business-to-business spending, and additional household spending.

The state economy sees a boost to earnings of about **\$53.7 million** for jobs directly related to the operations of the project, additional business-to-business spending, and additional household spending.

IMPLAN

IMPLAN analysis uses proprietary software to run complex Input/Output models, tracking changes in one economic output decision to its ultimate impacts on real inputs and the economies those inputs influence.

It accurately computes direct, indirect, and induced impacts on interdependent economies arising from a policy change or event.

LAKE VIEW BUSINESS PARK II



The analysis for Lake View Business Park II assumes \$113.2 million in Manufacturing Construction capital investment and \$41.1 million in Commercial construction capital investment.

On-Site Jobs Created

The model shows **707** new jobs in All Other Miscellaneous Manufacturing and **411** new jobs in Business Support Services (**1,118** total.)

These 1,118 new jobs help support an **additional 718 workers** in Douglas County (821 in Nebraska.) Additional workers include warehousing and storage, real estate, retail, restaurants, accountants, etc.

Economic Activity Generation

During construction, the \$154.3 million in construction activity helps support:

- 1,121 jobs in the construction industry
- An additional 512 jobs in the community

In Nebraska, this amounts to 1,238 jobs in construction and an additional 623 jobs in the community.

When fully operational, the economic activity generated in the area will add about:

- \$406.3 million to the Douglas County economy each year
- \$424.6 million to the Nebraska economy each year

This includes activity directly related to the company's operations and associated "spillover" activity.

In this model, the local economy sees a boost to earnings of about **\$123.4 million** for jobs directly related to the operations of the project, additional business-to-business spending, and additional household spending.

The state economy is boosted by around **\$125.7 million** for jobs directly related to the operations of the project, additional business-to-business spending, and additional household spending.

NEIGHBORHOOD REVITALIZATION STRATEGY

Acquisition Process

This process explains the activities necessary to acquire property, provide Just Compensation, and negotiate with property owners to allow occupants the ability to relocate from the site to comparable housing and business locations. The full report can be found in the Appendix.

Experienced and qualified acquisition experts from Midwest Right of Way will be relied upon to complete this process.

Midwest Right of Way (MROW) will complete a standard URA Analysis for each occupied tract to facilitate negotiations, establish potential costs residents may incur to secure a replacement dwelling and ensure that all residents are treated in a consistent, ethical, professional, and fair manner **in compliance with Uniform Relocation Assistance and Real Property Acquisition Act (URA.)**

COMMUNITY ENGAGEMENT

Involving the community from the start is key to earning the trust and support of residents. Public meetings to provide information and answer questions about the process may be a useful tool to connect with the community. Midwest Right of Way representatives can attend alongside the Engineer and OEDC staff.



PROPERTY ACQUISITION AND ADVISORY SERVICES

To accommodate occupants located within the project boundary, relocation and advisory services will be provided. All occupants will have at least 90 days notice to relocate. *With regard to DED funds, all properties will be acquired on a voluntary basis.*

Residential Services & Assistance

- Provide advisory services to tenants and owner-occupants.
- Notify owners & tenants to ensure there is adequate time* to secure replacement dwellings.
- Reimburse for moving expenses.
- Provide payments for added cost of comparable replacement housing, either renting or purchasing.
- Reimburse expenses resulting from transfer of title: recording fees, prepaid real estate taxes, etc.

Nonresidential Services & Assistance (Businesses, Farms, Nonprofit Organizations)

- Provide advisory services.
- Notify owners & tenants to ensure there is adequate time* to secure replacement dwellings.
- Reimburse for moving, searching, and reestablishment expenses.

Occupants will have no less than 90 days to move **after acceptance of acquisition offer and receiving advisory services and assistance.*



PROJECT START DATE DETERMINED BY NEBRASKA DED



APPRAISAL & COMPENSATION

1. Coordination - acquiring agency representative identification, necessary forms, determine if leasehold interests needed.
2. Property identification & tract consolidation
3. Notice of intent to acquire
4. Title commitments
5. Appraisals
6. Appraisal Review
7. Just Compensation reports
8. Determination and approval of Just Compensation



TITLE COMMITMENTS

- Removal of liens
- Inheritance tax
- Child Support
- Judgments



ACQUISITION OFFERS & NEGOTIATIONS

Property owner will be notified by mail or in-person of the Just Compensation and Purchase Offer.



ADMINISTRATIVE SETTLEMENTS

Negotiations may result in a purchase price that is greater than the appraised value and may contain special provisions agreed to by the acquiring agency and property owner. Voluntary sale may include resources sufficient to purchase and move to a comparable dwelling.



PURCHASE AGREEMENT



SALES CLOSING

Closing is performed by the title company. MROW will coordinate with the company to review the Settlement Statement and have funds transferred for closing.

OTHER CONSIDERATIONS

Anticipating market conditions and addressing household needs early can expedite voluntary sales by removing barriers. Housing in Douglas County has a mix of new and pre-owned homes. Assessing the current market of comparable dwellings will help compute needed resources allowing residents to secure comparable decent, safe, and sanitary dwellings. Additional resources to purchase replacement land for storage or commercial use may be needed.

NEIGHBORHOOD REVITALIZATION STRATEGY

Acquisition

Land acquisition will be a significant part of the Lake View Business Park II project. For Phase I, 176 parcels must be acquired, of which 119 are vacant.

Current uses include owner-occupied residential residences, residential tenant-occupied homes, residential vacant land/storage areas, a religious facility, commercial business occupied buildings, commercial vacant land/storage areas, industrial business occupied buildings, industrial vacant land/storage areas, vacant railroad land, and railroad land with potentially active rail lines.

The Acquisition Type Exhibit shown here illustrates the different uses and locations within the Lake View Business Park II Phase I and II areas. The potential number of occupants requiring relocation assistance is estimated to be around approximately 323 occupants, including approximately:

- 4 commercial businesses
- 43 residential tenants
- 89 residential owner/occupants
- 187 tracts of vacant land



FIGURE 30: LVBP II OCCUPANCY & ACQUISITION PHASING

KEY



REHABILITATION & DEMOLITION

The project team is committed to maintaining properties that have been secured throughout the project timeline.

On lots containing structures, structures will be demolished within a reasonable timeframe once the property has been acquired.

During the demolition process, best management practices will be employed to limit potential stormwater runoff onto adjacent properties.

Construction debris will be removed from the area and legally disposed of off-site.

Track-off will also be managed and promptly cleaned so to not negatively impact others in the area. Necessary fill dirt will be brought back onto the lot to fill any holes or voids left by the structure removal.

Once the vacant structures have been removed and any necessary grade corrections made, the lot will be seeded to establish plants, which will stabilize soil to prevent erosion.

The lot will then be maintained to maintain an appropriate foliage height and prevent nuisance/scrub vegetation from flourishing.

NEIGHBORHOOD REVITALIZATION STRATEGY

Greening

Development of both sites presents an opportunity to complete significant greening on major corridors and set the bar for future development. Urban greening, or public landscaping and forestry projects that create mutual benefit for the environment and the people inhabiting it, is a key strategy in these projects. It has been shown to help mitigate air and noise pollution, control stormwater, create a haven for wildlife, improve quality of life for people, and reduce negative impacts like traffic and crime.

LAKE VIEW BUSINESS PARK I

At Lake View Business Park I, improvement to parcels fronting 16th Street and Locust Street can include street trees, planters, and native planting beds along sidewalks and rights-of-way. In these highly visible areas, improvements here will have a high, lasting impact on future 16th Street improvements.

In addition, green buffer areas between Boyd Park and the north end of the site – as well as between the east side of the site and the City of Omaha Parks property on Locust St. – create a visual easing between the adjacent uses and encourage additional greening measures on future development throughout the site. Stormwater detention ponds used on-site can be leveraged as features, utilizing native plantings and trees to create habitats for wildlife and green spaces for people. Proper management of these ponds, including the selection of water plants and proper aeration through fountains or other methods, will ensure they remain attractive to users and an asset to businesses.

LAKE VIEW BUSINESS PARK II

At LVBP II, existing high tree canopy is an asset. While some tree removal would be necessary for development, trees in the buffer area between Levi Carter Park and the south side of the site contribute to a visual buffer between residential areas in Carter Lake, IA, and the site. These trees also contribute to the cooling and air quality of the site, as well as a beneficial impact on native wildlife, plants, and site users. Street trees along an improved Fort Street will reduce the visual width of the road, helping to calm traffic.

A central drainageway and green space on the site controls drainage from rain events, provides a multi-modal connection from Fort Street to Arthur C Storz Expressway, and connects the site to Levi Carter Park. This visual connection of green space provides a comfortable and inviting outdoor space for users of the business park to rest and connect with others outside and is an asset to businesses considering locating at this site. There is an opportunity for its design to mimic natural drainageways and utilize native plants to maximize its positive impact on users.

Parks

The sites are connected to two City of Omaha parks – Boyd Park and Levi Carter Park.

LAKE VIEW BUSINESS PARK I

At Lake View Business Park I, green and landscaped buffers between the north end of the site and the park will create a visual buffer from the park. Sidewalks and multi-modal trail facilities on the site will provide through access between the site and the park.

LAKE VIEW BUSINESS PARK II

At LVBP II, trail connectivity between the central green space of the site and Levi Carter Park will fully incorporate the site into the walkable and bikeable fabric of the community. Multi-modal trail facilities on the site will accommodate both recreational users and commuters and allow them access to green and open space. The City of Omaha is exploring an effort to improve Levi Carter Park, adding Levi Carter Activity Center and Sports Park. This proximity complements improvements to LVBP II, and the two sites are mutually beneficial.

In the 2-mile radius of the sites, there are four additional parks. Multi-modal transportation connections will better connect the sites to the wider network of parks and green spaces.

Multi-modal Transportation

Facilities accommodating multi-modal transportation knit the sites into the fabric of the community. On both sites, the use of continuous sidewalks and multi-modal trails (accommodating both foot traffic and bicycle traffic) contribute to accessibility of the site from the community.

Wayfinding and amenities like signage, lighting, shelters, bike racks, and benches at LVBP I & LVBP II allow access to the site via the Metro Transit system. Improvements to roadways, addition of interior circulation roads, and adequate parking contribute to the sites' ability to accommodate vehicle traffic.

Safety

Safety is a key consideration in this Master Plan. Environmental design principles will be employed throughout, including:

- **Clear pathways and open entrances and exit.** Using landscaping and hardscaping, pedestrian access can be defined to reduce loitering and ensure visibility. Additionally, selection of trees and plantings which do not produce thorns, vines, or other tripping hazards, and proper maintenance of hard surfaces, increases the safety of the site.
- **Lighting.** A variety of lighting types can be used to protect pedestrians

from vehicles at crossings and corners, provide proper visibility on paths and walkways, and illuminate entrances and exits.

- **Maintain high tree canopy.** Research shows a 10% increase in tree cover yields at least a 12% reduction in crime. Tree canopy used along roadways also encourages a reduction in traffic speed.
- **Grounds maintenance.** Bus stops, crossings, building entrances, and green spaces will be well-maintained to indicate the site is well-maintained and under frequent supervision. The appearance of maintenance to spaces increases foot traffic and visibility, which is shown to deter crime.
- **Corners, hills, and pathway terminus.** Barriers to visibility, like dense vegetation at a bend or intersection of paths, steep topography that prevents a clear view of a user's surroundings, or extreme changes in direction around site features that make the terminus of a path unclear, contribute to the safety of a site. Design standards will include best practices for ensuring visibility.

Lead Service Line Inventory & Replacement

Metropolitan Utilities District of Omaha (MUD) serves a population of more than 600,000 people in the metro Omaha area and provides water to more than 225,000 homes and businesses at an average of about 90 million gallons of water per day. MUD is committed to providing information and resources to customers about lead and drinking water and resources to their customers to learn more about their drinking water. MUD was consulted and asked to review their service materials records and determine if any homes within the project area have existing lead services line. Water service lines made of lead may be found in areas of Omaha with homes built before the 1940s.

According to MUD's service records, there are no existing lead service lines with the project limits for either site.

OWNERSHIP PLAN

The Airport Business Park Program was created with the goal of attracting employers that offer quality jobs. Emphasis has been paid to businesses in the industrial, manufacturing and distribution industries. In support of this endeavor, land will be acquired and prepared for use by businesses and organizations that align with the goal of the business park.

A flexible structure will be provided to businesses to attract the best-fit organizations. Options will include scenarios for lease and/or purchase.

Omaha Economic Development Corporation or an entity controlled by it will be created to purchase and hold land for future development. The development entity will do some upfront work to prepare the land for development. This may include activities such as re-platting, infrastructure upgrades and/or other site preparation activities.

Industrial, Manufacturing and Commercial Lots

Larger lots designated for large-footprint businesses will be flexible in the structures offered depending on the needs of the business and the parcel.

GROUND-LEASE OPTION

The Developer will be incurring costs from the acquisition, platting/zoning and infrastructure upgrades in the vicinity of the development. Large-footprint businesses will be responsible for constructing their own buildings and complying with design standards established by the development.

To help alleviate the upfront capital costs to the businesses, a ground-lease option will be provided to allow them to pay for the land over an extended term. The term and cost of the lease will vary and will take into consideration work funded by the development on behalf of the site, including private drives, specific site utilities, zoning, or other items that the development may fund to deliver a developable site to the business.

Terms will primarily be driven based on Tenant's lender requirements but are generally expected to be between 20 to 35 years with the potential for up to 50 years.

The development entity will retain ownership of the land and the Tenant will pay a negotiated, monthly rent amount for their use of the land. The Tenant will also be responsible for all costs associated with improvements, construction, repair, and maintenance as well as all taxes and insurance.

The Tenant will be required to utilize the Owner's specified grounds management company for upkeep of the site, the cost of which will be paid in addition to rent as Common Area Maintenance (CAM). At the end of the ground-lease term, the lease could be extended or the tenant could have the option to purchase the property at Fair Market Value (FMV) or other negotiated price.

BUSINESS-OWNED PURCHASE OPTION

Businesses that require fee-simple ownership of their site and who can finance acquisition as part of their capital budget will have an option to purchase lots at Fair Market Value (FMV) or at a negotiated price. Parcels that are sold will have restrictive covenants and/or other title controls implemented to ensure improvements constructed on the site comply with the business park design standards and to limit the use of the site to businesses that provide quality jobs.

Businesses that purchase their lots will also be required to enter into a ground-upkeep management agreement with the developer to ensure the grounds of the entire business park are maintained consistently.

ADMINISTRATIVE OFFICE & MULTI-TENANT BUILDING - COMMERCIAL LEASE SPACE

The majority of the parcels created by LVBP I and II will be for large-footprint industrial and commercial businesses.

The Visioning Sessions identified a desire to have other, smaller users on the campus as well, including a potential daycare and training center managed by an institution of higher-education. It's assumed these users will need a smaller footprint on par with a lease-space within a larger building (i.e. 1,000 SF – 5,000 SF). The Developer will work to create options for smaller users, either through acquiring existing buildings that can be built-out or by constructing a multi-tenant building.

Rent will be charged on a per-square foot basis with an additional CAM charge based on the users pro-rata share of insurance, taxes and maintenance. Lease terms will be consistent with standard commercial lease terms, ranging between 5 to 10 years with options to renew.

INVESTMENT & TACTICAL STRATEGY

Investment Strategy

The funding provided by the Airport Business Park Program will be the initial funding source that kickstarts the development and catalyzes the attraction of future investment. However, as shown by the Sources & Uses (page 44) the \$90 Million available from this program is only approximately half the amount needed to fully acquire and prepare the sites for development. Additional sources of funding will need to be secured by the project team. We have identified a variety of funding sources that can be leveraged. Detailed below are the additional sources of funding we've identified to utilize in combination with the program funds to acquire and prepare the project locations for development. Omaha Economic Development Corporation and our partner Burlington Capital have experience successfully raising funds for capital projects utilizing all of these funding sources.

OPPORTUNITY ZONE

The project location is within a Qualified Opportunity Zone (QOZ), a designation added to the federal tax code in 2017 by the Tax Cuts and Jobs Act. This program allows for the creation of a Qualified Opportunity Fund (QOF), an investment vehicle designed to attract private investment into economically distressed communities. Based on our pro forma analysis, the business park would generate long-term income sufficient to attract private investors. The opportunity to create a QOF as the vehicle to pool private equity provides further incentive to investors.

PHILANTHROPIC INVESTMENT

The mission and goals of the Airport Business Park Program align with the mission of many of the Philanthropic organizations that serve the Greater Omaha Metropolitan Area. The opportunity to create the business park and attract employers and quality jobs to North Omaha will have immediate and long-term economic benefit to the residents of some of the most economically distressed areas of the state. In addition, the creation of quality jobs combined with capital improvements is expected to improve safety and decrease crime in the area. Creating and supporting healthy, vibrant and safe communities are some of the key focus areas for the philanthropic community and the proposed business park supports these goals. It's believed there would be strong support available for the business park development from the philanthropic community.

TAX INCREMENT FINANCING (TIF)

Tax Increment Financing (TIF) is an economic incentive that incentivizes private sector economic and community development that involves revitalization in areas designated as Community Redevelopment Areas (CRA). TIF would be utilized as a financing tool on individual lots as

development occurs that raises the property tax value of the lot. This investment strategy will be particularly useful and important for some of the commercial lots and lots located along 16th Street.

OTHER GOVERNMENT FUNDING

The development team would explore other avenues of funding through statutory authorization or local ordinance that could be leveraged to support the development of the business park. Such sources could consist of tax credits, forgivable loans, or other programs such as HUBZone and the EB-5 Immigrant Investor Program.

BANK LOANS

Long-term revenue will be generated from the leases and lot sales with businesses occupying space within the business park. This strong financial balance sheet creates opportunity for the development to support debt-service through commercial bank loans. The ability for the development to leverage debt provides an important avenue to overcome any shortfalls in capital funding that cannot be overcome through non-debt sources of funds.

GENERATED REVENUE

As shown in the Conceptual Schedule (pages 45-46), the entire project is proposed over 3 phases. The first two phases, Lake View Business Park I and Lake View Business Park II Phase I will occur first and will rely heavily on the program funding and other sources identified above. The final phase, Lake View Business Park Phase II will occur after the first two phases have been completed. This will allow revenue generated from the developed lots in the first two phases to support the development of the final phase.

Tactical Strategy

The Investment Strategy details how the capital costs of the project will be funded. The Tactical Strategy shows how the business park development will be fiscally sustainable long-term and will remain an economic development powerhouse in the North Omaha community for the next 50+ years. Revenue generated from the business parks will be used for any remaining upfront development and will also fund ongoing operations and management of the business park.

BANKABLE GROUND LEASES

As described in the Ownership Plan, the developer will encourage right-fit businesses to enter into a ground lease that will allow them to rent a lot on a long-term lease for the purposes of constructing and operating a building. In the context of real estate, a bankable lease is a land lease that is considered as security to extend credit to the leaseholder by a lender. This approach will allow the lease-holding businesses (tenants)

to secure bank financing to construct and open their new facilities within the business park. This approach is a win-win for the tenants and the business park since it gives the businesses access to a developable lot without acquisition costs and the buildings can be constructed at the sole cost of the tenant. This approach will also generate long-term financial stability for the business park as ground leases can be offered in durations of up to 99 years.

LOT SALES

As described in the Ownership Plan, flexibility will be offered to businesses that would be a good fit for the business park. Businesses that require fee simple ownership of their lot will be given an option to purchase the lot at Fair Market Value (FMV) or other negotiated price. This will generate point-in-time revenue opportunities for the business park. The purchase price of lots will factor in costs incurred by the developer to acquire and prepare the site for development.

COMMERCIAL LEASES

A variety of civic and community uses are envisioned for the business park, including job training centers, childcare, prepared food & grocery options. To attract these users, commercial lease spaces will be created in lots and buildings identified for these purposes. These spaces will be leased to tenants on a commercial triple net lease.

STRATEGIC PARTNERSHIPS

The mechanisms described above provide the framework by which revenue will be generated for the business park. In addition to fiscal sustainability, the business park's ongoing success will be bolstered by a mix of partnerships with businesses, institutions of higher-education, government entities and nonprofit partnerships. The strategic partnerships we form will provide social sustainability, by training the next generation of workers and making available to the workforce the services and amenities that allow them to focus on being productive in the workplace.

ROLES & RESPONSIBILITIES

Key Project Roles

To accomplish the transformational goals envisioned for the project sites, a network of skilled organizations and individuals is needed. Key roles and partnerships are described below. In addition, the project team will continue to engage with and formalize partnerships with organizations as the development progresses.

DEVELOPER AND PROJECT MANAGEMENT

The Omaha Economic Development Corporation (OEDC) is the subrecipient of the Phase 1-Planning Grant and is the applicant for the Phase 2-Program Grant. OEDC has a long history of implementing successful economic and community development projects in North Omaha. Since 1977, OEDC's work has led to impactful investments in promising people, places and projects within North Omaha. OEDC or a subsidiary entity will be the primary developers, managers, and stewards of the business park.

OEDC has engaged with Omaha-based private equity firm Burlington Capital to provide development services in support of Lake View Business Park I and Lakeview Business Park II. Burlington Capital and its principals have been involved in \$1.1 Billion in Public-Private-Philanthropic Partnerships in the State of Nebraska, that have brought much needed development to our local community.

OEDC and Burlington Capital will oversee the team of consultants and engaged professionals throughout acquisition, design, construction and leasing. OEDC will oversee the management of the business parks long-term.

BUSINESS RECRUITMENT AND MARKETING

The Omaha Development Foundation (ODF) is a subsidiary of the Greater Omaha Chamber of Commerce and has partnered with OEDC to support the creation of Lakeview Business Park I and II. The Chamber and its affiliates will play a key role in helping to identify and recruit right-fit businesses to the business park and informing the overall economic development strategy.

They will help market and promote the business park as a site option to existing and prospective employers. The partnership with the Chamber will be vitally important for connecting with employers who are new to the Omaha and Nebraska markets. It will also be an important partnership to engage with and expand existing businesses located within the project census tracts and adjacent QCT's, in particular minority-owned businesses.

ACQUISITION AND DESIGN

OEDC has engaged with Omaha-based engineering firm Lamp Ryneerson to oversee the design and engineering of the business park site preparation work. Lamp Ryneerson was the lead author on the original Lake View Business Park II Site Development Study and has worked on planning for the business park since 2010. They bring a skilled team with strong working knowledge of the project location and City of Omaha land use regulations.

Lamp Ryneerson has engaged with Midwest Right of Way, an Omaha-based firm specializing in the acquisition of real estate in a professional and ethical manner in support of large-scale development projects. Midwest ROW will oversee acquisition of the parcels identified in the planning efforts.

ENVIRONMENTAL AND GEOTECHNICAL

Lamp Ryneerson has engaged with Omaha-based environmental services firm Thiele Geotech. Thiele will oversee environmental compliance and remediation of the development. They will also oversee the geotechnical activities and engineering needed to prepare the land for future development. Thiele has a long history of working in Omaha and within the vicinity of the project location.

COMMUNITY PARTNERSHIPS

As described in our Project Background, the development team has held workshops with several key organizations and partners. The full list can be found on page 12. Relationships with these partners and others will continue to be fostered and formalized as appropriate during the course of development and beyond. Several community organizations we've engaged with currently work in the North Omaha community and have a vested interest in seeing the vision of the Business Parks made reality. Organizations that work in housing, education, community and economic development are some of the partnerships we would continue to nurture and could include entities from local government, nonprofit and for-profit sectors.

Subcontractor Plan

The project team is fully committed to bringing economic development opportunities to businesses and individuals within the QCT's near the project site. Our team has extensive experience in purchasing and contracting Small and Emerging Small Businesses (SEB's) as well as minority-owned businesses. Our team members are helping to lead the way and promote economic development with different initiatives in the community. We will ensure consideration and effort is made at every step

of the contracting process to encourage the inclusion of minority-owned businesses and diverse companies, particularly businesses located within QCT's contiguous to the project.

Our team has existing relationships with minority-owned businesses and SEB's. We will continue to utilize these existing relationships to promote inclusion of these businesses on the project. We will also promote the inclusion of QCT-based businesses on the project in the following ways:

- Providing early, electronic notification of bid opportunities to certified SEBs.
- Providing early quantities (when available).
- Consultation and partnership with the Omaha Chamber's REACH program, Nebraska Business Development Center, and the Small Business Administration to promote bid opportunities, host educational events and encourage SEB and DBE participation.
- Solicit sub-contractors from the City of Omaha's SEB list.
- One-on-One meetings with SEBs and general contractors.
- Mentoring of select SEBs.

Furthermore, when the development team interviews prospective General Contractors and other partners, we will ensure the RFP requirements include submitting details regarding the firm's experience with Diversity, Equity and Inclusion and engagement and support of minority-owned businesses and SEB's. We are proud to be a community-focused organization. Community outreach and economic inclusion strengthen our companies and improve our communities.

SOURCES & USES

A detailed cost estimate was completed for both sites.

The detailed cost estimate includes costs for both Lake View Business Park I and Lake View Business Park II, including mass grading, environmental cleanup, and public improvements associated with development. Cost estimates were prepared using recent project costs, input from local contractors, and coordination with local utility providers.

Public improvements include sanitary sewer, storm sewer, paving, trails and sidewalks, water, gas, power, utility relocation, and landscaping.

A 20%-25% contingency is included on the construction costs to account for public improvements and other variable items. As additional design is completed and cost estimates are updated, contingency could be lowered.

An additional contingency is being carried for Lake View Business Park I based on unknowns related to acquisition, environmental remediation, and other unknowns.

Soft costs – which include platting, engineering design, geotechnical, environmental, testing, survey, and construction management at 20% of the construction cost – are also included in the cost estimate.

Overall construction costs have risen in recent years, so prioritization and phasing are crucial in ensuring program funds have the greatest possible positive impact. To aid in this understanding, project-specific schedules (Figures 31 and 32) are provided in this plan. They show how improvements will be phased to generate additional funds to meet rising construction and acquisition costs.

These costs inform a detailed Sources and Uses exhibit, shown here, which outlines the anticipated costs to which Airport Business Park Program funds will be allocated.

LAKE VIEW BUSINESS PARK I

SOURCES OF FUNDS	TOTAL
Airport Business Park Program	61,627,100
TOTAL	61,627,100

USES OF FUNDS	TOTAL
Land Acquisition	10,000,000
CONSTRUCTION COSTS	
Utility Infrastructure	1,392,451
Paving	284,180
Trails and Sidewalks	185,268
Site Work	20,782,013
Environmental	3,032,205
Landscaping	304,800
Contingency	10,200,000
Legal	150,000
Engineering / Geotechnical / Platting & Zoning	5,796,183
Business Recruitment	5,000,000
Project Management	4,500,000
TOTAL	61,627,100

LAKE VIEW BUSINESS PARK II - PHASE I

SOURCES OF FUNDS	TOTAL
Airport Business Park Program	28,372,900
Other Sources (pg. 43)	42,443,530
TOTAL	70,816,430

USES OF FUNDS	TOTAL
Land Acquisition	31,742,770
CONSTRUCTION COSTS	
Utility Infrastructure	9,444,450
Paving	4,925,930
Trails and Sidewalks	848,100
Site Work	6,746,221
Environmental	459,600
Landscaping	772,800
Legal	150,000
Engineering / Geotechnical / Platting & Zoning	6,226,559
Business Recruitment	5,000,000
Project Management	4,500,000
TOTAL	70,816,430

LAKE VIEW BUSINESS PARK II - PHASE II

SOURCES OF FUNDS	TOTAL
Airport Business Park Program	0
Other Sources (pg. 43)	66,923,735
TOTAL	66,923,735

USES OF FUNDS	TOTAL
Land Acquisition	40,090,000
CONSTRUCTION COSTS	
Utility Infrastructure	290,400
Paving	274,872
Trails and Sidewalks	-
Site Work	20,042,424
Environmental	-
Landscaping	-
Legal	100,000
Engineering / Geotechnical / Platting & Zoning	6,126,039
Project Management	
TOTAL	66,923,735

PROJECT SCHEDULES

Draft development schedules were put together by the project team highlighting major milestones over the course of the development. The following schedules are based on the best estimates to move from acquisition to marketable lots, provided by experts consulted for this plan. Items like Acquisition are variable based on other parties; items like Site work will become clearer as additional investigation is completed.

Separate development schedules for each site are included. The schedules show milestones, expected durations, and expected project length. As shown, simultaneous development is the most effective way to expend program funds by the desired deadline. As the project progresses and additional information/design is acquired, the schedules will be reviewed and adjusted for accuracy.

Schedules follow on pages 45 and 46.

CONCEPTUAL SCHEDULE – LAKE VIEW BUSINESS PARK I

Lake View Business Park I consists of one platted lot, of which the City of Omaha is currently in the process of purchasing from the current private owner. Lot acquisition may require a Memorandum of Understanding (MOU) or a development agreement with the City of Omaha.

There is currently no City of Omaha right-of-way within the parcel; however, the proposed layout calls for a truck route serving the site, which will require a sizable platting effort.

During the platting process, the development team will also need to design, bid, and construct all public improvements serving the proposed development. Design, bidding, and construction observation for the truck route improvements are understood to be the City of Omaha’s responsibility. Continual coordination between the development team and City of Omaha will be necessary throughout the process.

A separate preliminary and final plat must be submitted and approved by the City of Omaha Planning Board and City of Omaha City Council. Once the final plat has been approved by City Council, it would be recorded at the Douglas County Register of Deeds, at which time the legally recorded lots can transfer ownership.

Approximate durations for this design, bidding, and construction are included in the schedule.

Rubble Remediation

As part of the City of Omaha’s due diligence, limited geotechnical investigations and environment reports have been completed. These reports will be utilized when developing final reports for the development of the lot.

During the City of Omaha’s due diligence on the LVBP I site, considerable unconsolidated rubble below grade was encountered at depths ranging from 4’-13’ across the site. To make the site suitable for future development, this unconsolidated rubble must be removed and replaced with suitable structural fill, a process estimated to take more than a year to complete.

To accommodate the desired funding deadline, the removal and replacement process could potentially be phased to accommodate public improvement construction to occur as additional design is completed. Meanwhile, removal and replacement could continue in areas outside of public improvements.

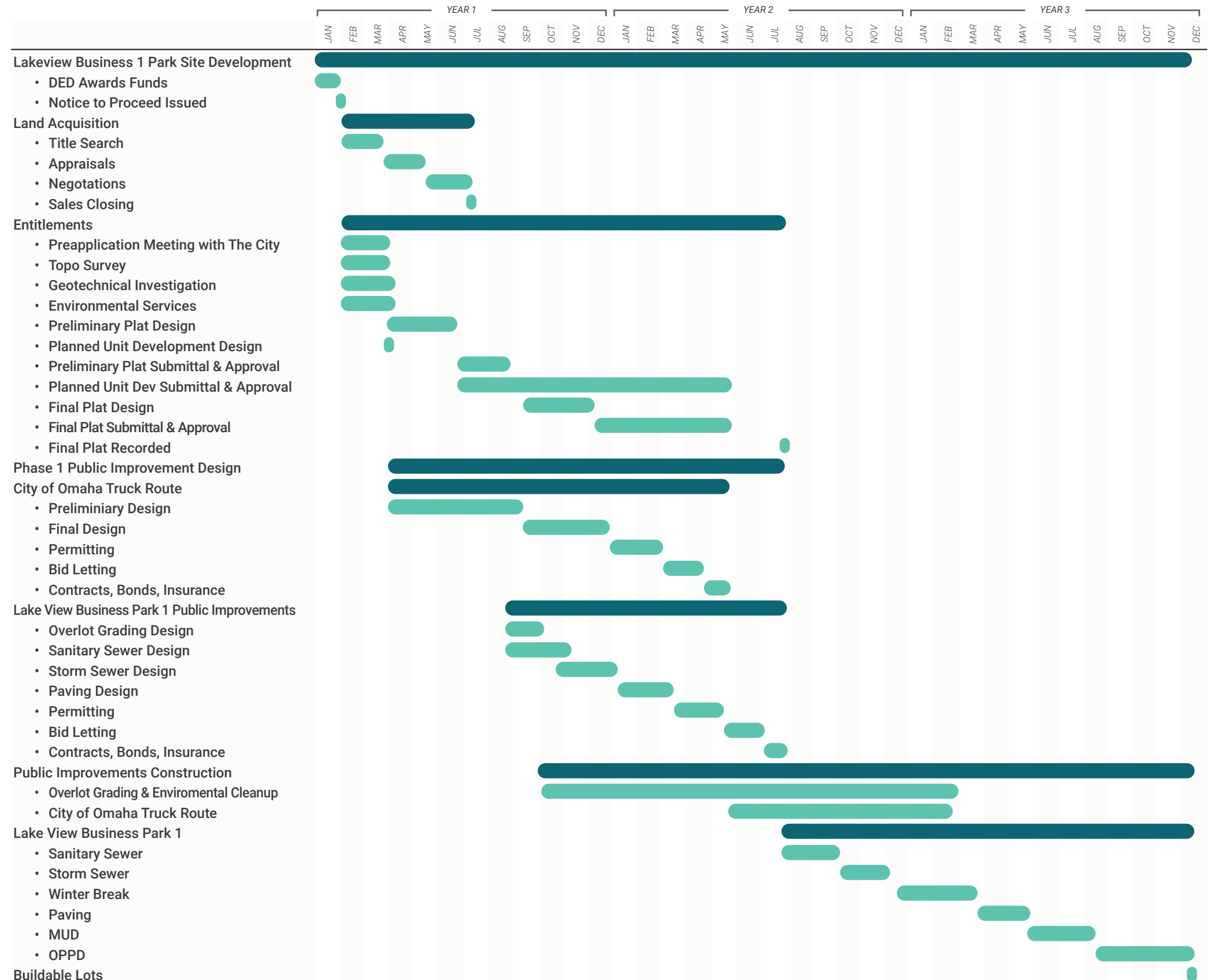


FIGURE 31: LVBP I CONCEPTUAL SCHEDULE

CONCEPTUAL SCHEDULE – LAKE VIEW BUSINESS PARK II

The Lake View Business Park II site contains approximately 317 parcels with a mixture of vacant lots, owner-occupied residences, tenant-occupied residences, and business. These lots must ultimately be acquired, and because of the magnitude of the acquisitions, this site will be developed in two phases. The first phase of Lake View Business Park II would require 176 parcel acquisitions, of which 119 are vacant lots. Given the number of acquisitions needed, this is a substantial task that will require ample time to complete. In addition, there are several City of Omaha public right of ways located within the proposed site that must be vacated.

Lake View Business Park II follows a similar platting approach to LVBP I, with a separate preliminary and final plat submitted and approved by the City of Omaha Planning Board and City of Omaha City Council. Once the LVBP II Phase I final plat has been approved by the City Council, it can be recorded at the Douglas County Register of Deeds, at which time the legally recorded lots could transfer ownership. A future, separate final plat must be submitted to encompass the remainder of Lake View Business Park II.

During the platting process, the development team will also need to design, bid, and construct all LVBP II Phase I public improvements serving the proposed development. Continual coordination between the development team and City of Omaha will be necessary throughout the design process to coordinate the timing of any capital improvement projects the City of Omaha may be planning. The design, bidding, and construction observation of all other public improvements would be the responsibility of the development team.

Approximate durations for this design, bidding, and construction are included in the schedule.

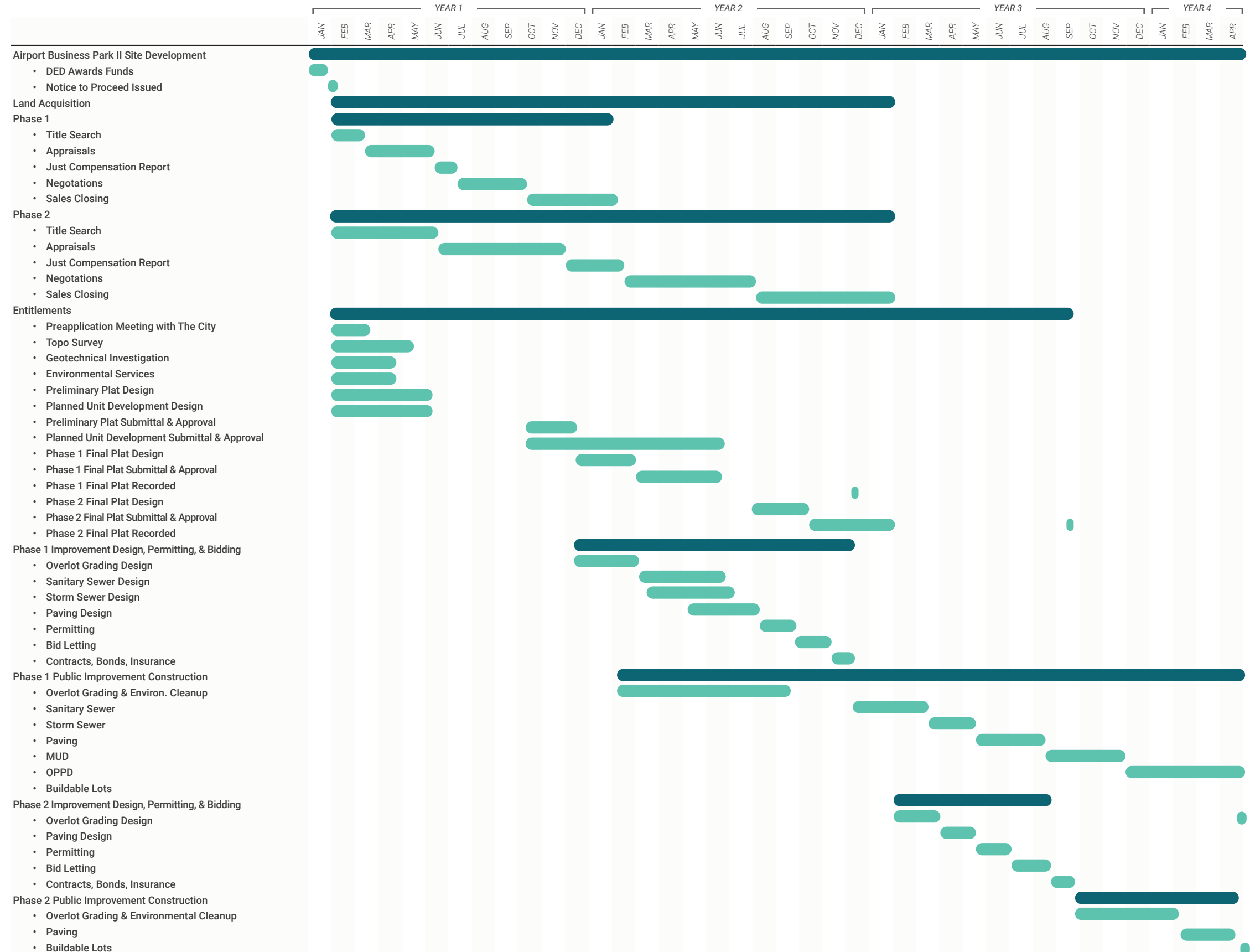


FIGURE 32: LVBP II CONCEPTUAL SCHEDULE (AT RIGHT)

APPENDIX

LIST OF APPENDICES



Stakeholder Workshop Memo 1

Stakeholder Workshop Memo 2

2020 Census Data

City of Omaha Zoning: General Commercial Uses

City of Omaha Zoning: General Industrial Uses

City of Omaha Zoning: Limited Industrial Uses

LVBP I Geotechnical Exploration Report

LVBP I Environmental Report

LVBP II Geotechnical Exploration Report

LVBP II Environmental Exploration Report

MUD North Omaha Water Main Extension Map

MUD North Omaha Water Gas Extension Map

MUD Enterprise Industrial Park Maps

MUD Airport Business Park Maps

Omaha Industrial Market Analysis

Industrial Market Study

Economic Impact Report

MROW Property Acquisition Plan

2-Mile Radius Map

LVBP I Circulation

LVBP I Land Use

LVBP I Utilities

LVBP I Zoning

LVBP II Circulation

LVBP II Land Use

LVBP II Occupancy

LVBP II Phases

LVBP II Utilities

LVBP II Zoning

External Meeting Minutes



**MINUTES FOR THE OMAHA INLAND PORT
AUTHORITY GOVERNANCE COMMITTEE MEETING**

Via zoom @ 3:30pm

AUGUST 27, 2024

MEMBERS PRESENT: Terrel McKinney – Chair, Thomas Warren

Absent: Carmen Tapio

1. The Committee discussed finalizing the agenda for the September 5, 2024 meeting.
2. The Committee discussed the roles and responsibilities of each committee to move the board forward. Specifically, centered around setting up a bank account in order to get the transfer of funds from the treasurers office, obtaining a federal EIN, and office space, and drafting job descriptions for the executive director and administrative staff.
3. The Committee discussed the community advisory committee application period closing and getting a total of applications received. As well as what we expect of potential applicants that would serve in those advisory positions.
4. The committee also discussed briefly moving our meetings to the Mule Barn on the Metro Community College Fort Omaha campus in the future.
5. The Committee discussed the Airport Business Park Project and the need to get a better understanding of the project from the grantees. Also, having the grantees provide a presentation to the board.
6. The Committee discussed the innovation district, its vision, and the process for potential grantees.
7. The committee did not move forward with any items to vote on.

Omaha Inland Port Authority

Real Estate and Development Committee Report

August 29th, 2024

Attendees: Davielle Phillips (Chair), Mike Riedmann, Jake Hoppe

During this meeting we discussed one of the first tasks for our committee which is to find and recommend office space for the Omaha Inland Port Authority that is in or within close proximity to the Omaha Inland Port Authority District. The following places have been identified as potential locations that we must now research further:

- Goodwin's Building - 3116 N 24th St, Omaha, NE 68110
- Master Craft - 1111 13th St, Omaha, NE 68102
- Lake Pointe - 2401 Lake St, Omaha, NE 68111
- Landmark Center - 1299 Farnam St, Omaha, NE 68102

This list is not comprehensive and will be expanded upon further research. Our committee plans to make a recommendation to the full board in October. Additionally, we would like to know about how much office space is needed initially and ideally for growth.

Next, we discussed the need to have OEDC and Burlington Capital present their development plans to the full OIPA Board. We will receive recommendations from the Executive Committee on a path forward.

Additionally, we discussed the need to create a vision/master plan for the full inland port district and to create a strategic plan for the Inland Port Authority.

Lastly, we discussed aspects of the Innovation District and are seeking more information to make informed decisions about next steps.

Respectfully Submitted,

Davielle Phillips

**MINUTES FOR THE OMAHA INLAND PORT AUTHORITY
FINANCE COMMITTEE MEETING**

2516 N 24th Street @ 2:30pm

AUGUST 28, 2024

MEMBERS PRESENT:

Carmen Tapio – Chair
Mike Helgerson
Ernest White

1. The Committee discussed an RFP for Banking Services
2. The Committee discussed establishing an estimated Operating Budget for 2024 to include working with other committees for budget need input. Priority items compensation analysis for ED, Administrative Support and rent.
3. The Committee discussed Conflict of Interest Disclosure
4. There was discussion regarding handling pre-grant distribution award to OEDC for proposal development and use of those funds in discussing how to address pre-grant expenses.
5. The Committee discussed the need for a Grant Management System – OIPA will be acting as the grantor. Management and reporting are crucial to accounting and finance function oversight.
6. The Committee discussed establishment of SOP's and financial governance and stop gap measures.
7. Ernest White will present the Finance Committee Report at the September 5th meeting – Carmen Tapio will be absent due to travel.

Meeting adjourned 3:20pm



CITY OF OMAHA JOB DESCRIPTION

CLASSIFICATION TITLE: EXECUTIVE DIRECTOR OF INNOVATION

BARGAINING UNIT: Unclassified, Appointed
PAY RANGE: xxxxx

CODE NUMBER: xxxxx
REVISION DATE: 5/10/24

NATURE OF WORK:

This is responsible professional work directing and implementing the innovation policies, programs and strategic plans of the Omaha Inland Port Authority (OIPA). Work involves advancing the vision, strategy and thinking methodologies used to introduce new programs and services, launch novel ideas, improve existing processes and create a culture of innovation within the OIPA.

An employee in this classification exercises considerable independence in the performance of duties which include implementing the OIPA innovation strategic plan, leading and managing complex innovation projects, fostering entrepreneurship, business start-up and economic growth, and establishing benchmarks and metrics to measure program success. General oversight is received by the Omaha Inland Port Authority Board.

ESSENTIAL FUNCTIONS: *(Any one position may not perform all the duties listed, nor do the listed examples include all the duties that may be performed in positions allocated to this class.)*

Lead the development, publishing and maintenance of the OIPA information and communication architecture, as well as a roadmap for future development, ensuring that it matches and supports the short- and long-term strategic direction of OIPA. Adapt to economic disruptions, learn potential relevant new technologies coming on line or in development in order to communicate implications and possible uses of such technologies to advance economic development.

Lead the Innovation Leadership Team to implement the newly adopted strategic plans and pinpoint areas for new initiatives and sustained expansion. Coordinate with core program partners to integrate city-wide expertise and deliver tailored programs and services to foster entrepreneurship, business start-up and growth, and commercial success from new innovations.

Explore opportunities for operation efficiencies to streamline pathways for commercializing ideas. Foster an environment that empowers both novice and seasoned entrepreneurs to efficiently launch and scale ideas.

Inspire creative thinking and find ways to nurture innovative thinking across all areas of OIPA; champion the role of innovation in achieving the organization's mission and lead the effort to improve the impact of the work through the use of analytic tools; design, develop and establish an innovative culture of measuring for success; brainstorm across teams to discover new solutions and approaches to old problems.

Lead open innovation in areas that support OIPA's mission, using the front end of the innovation process to identify, research and screen potential economic development strategies and develop the business case to reach decisions on opportunities; help formulate effective new ideas and innovative strategies for economic development, marketing, branding or business opportunities using technology trends as a driver for change.

Develop opportunities to grow the private support of the OIPA. Work collaboratively with the Grant division of the Mayor's Office to identify and secure external funding through fundraising, grants, venture capital, and other partnerships and endeavors.

Cultivate strategic partnerships with companies, small businesses, communities, nonprofits, and other collaborators to promote entrepreneurship, innovation, and commercialization. Serve as champion for the individuals, programs and initiatives within the OIPA.

Coordinates activities with other divisions, other governmental entities, and private agencies.

Maintains regular job attendance.

Performs other related duties as assigned or as the situation dictates within the scope of this position.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of the principles of contract management.

Knowledge of sources of current information relative to Innovation programs and grants in aid of such programs.

Knowledge of and ability to operate a computer or other technology using standard or customized computer or systems software applications appropriate to the assigned tasks.

Knowledge of current and emerging theories and applications in Innovation.

Knowledge of procedures in performing technical research and report writing.

Knowledge of the principles, techniques, and applications of effective management.

Knowledge of the laws and specifications pertaining to federal grants and other federal aid projects.

Skill in providing visionary and collaborative leadership.

Skill in planning, assigning and coordinating innovative strategies and the activities of professional, technical and clerical staff.

Ability to learn and adapt to advances in computer and electronics device technology and software.

Ability to effectively communicate with governmental entities, elected officials, private agencies, members of the media, and representatives of the public in a variety of different forums.

Ability to stay up to date with best practices, trends, tools, and technologies to enhance operational efficiency and innovative impact.

Ability to plan, organize, and monitor comprehensive projects and establish innovation programs and to provide informed and accurate recommendations of same.

Ability to establish and maintain effective working relationships with government officials, citizen groups, professional organizations, co-workers, and the general public.

Ability to communicate effectively both orally and in writing.

Ability to prepare and implement short- and long-term goals and objectives.

Ability to understand written and oral communication.

Ability to adhere to safety policies, procedures, and guidelines.

Ability to stand, walk or sit from 51 to 75% of the time; and to climb, reach, balance, bend, stoop, squat, kneel, crouch, crawl, push, pull, lift or type up to 25% of the time.

EDUCATION AND EXPERIENCE: *(The knowledge, skills, and abilities above may be acquired through, but are not limited to, the following combination of education and/or experience.)*

Bachelor's degree in Public Administration, Business Administration, Leadership, Economic Development or a related field

AND

Ten (10) years of senior-level professional and leadership experience in innovation, technology, start-ups, economic development or business entrepreneurship.

SPECIAL QUALIFICATIONS:

Master's Degree Preferred

Prior not-for-profit management experience preferred.

Must possess and maintain a valid driver's license at the time of application.

WORKING CONDITIONS: *(The conditions herein are representative of those that must be met by the employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.)*

Work is performed in an office setting amid normal conditions of dust, odors, fumes, and noises.

EQUIPMENT OPERATION: *(Any one position may not use all of the tools and equipment listed nor do the listed examples comprise all of the tools and equipment that may be used in positions allocated to this classification.)*

Computer

Calculator

Printer

Telephone

Copier

Previous Revision Date(s):