



A92753

21R-198

Introduce: 5-24-21

RESOLUTION NO. A- 92753

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the Amendment No. 1 to the Conditional Zoning Agreement for 8801 Holdrege  
3 previously approved as City Council Resolution No. A-92108 on May 4, 2020, which is attached  
4 hereto, and marked as Attachment "A", between the City of Lincoln and Hausmann Development  
5 to reflect changes in the development plans for the property generally located Lot 1, Block 1 and  
6 Outlots A and E, the 8801 Addition, is hereby approved and the Mayor is authorized to execute said  
7 Amendment No. 1 and any necessary subsequent amendments thereto necessary to carry out the  
8 project described therein on behalf of the City of Lincoln.

9 The City Clerk is directed to transmit one fully-executed original and one copy of the  
10 Amendment No. 1 of said Agreement to Tim Sieh, Assistant City Attorney for distribution to  
11 Hausmann Development.

Introduced by:

Approved as to Form & Legality:

AYES: Beckius, Bowers, Meginnis, Raybould,  
Shobe, Ward, Washington; NAYS: None

  
City Attorney

Approved this 11<sup>th</sup> day of June, 2021:  
  
Mayor

**ADOPTED**

JUN 07 2021

**BY CITY COUNCIL**

**AMENDMENT NO. 1 TO  
CONDITIONAL ZONING AGREEMENT  
FOR 8801 HOLDREGE**

This Amendment No. 1 to the Conditional Zoning Agreement for 8801 Holdrege ("Amendment No. 1") is made and entered into as of this \_\_\_ day of May, 2021 by and between the City of Lincoln, Nebraska, a municipal corporation ("City") and Hausmann Development, a Nebraska limited liability company ("Property Owner").

**RECITALS**

1. City and Property Owner previously entered into the Conditional Zoning Agreement for 8801 Holdrege ("Agreement") dated May 11, 2020 and approved by the City Council on May 4, 2020 as Resolution No. A-92108.
2. Property Owner has caused the Holdrege Street Improvements described in the Agreement to be designed, and bids for the construction work have been received and opened by the City's Purchasing Division.
3. The lowest responsible bid for the Holdrege Street Improvements, when combined with the design and administrative costs for said project exceed the maximum amount designated in the Agreement.
4. The City and Property Owner have discussed design alterations and agree that the current design, which is reflected in the lowest responsible bid, represents the minimum acceptable improvements for the intersection in question after considering factors such as safety, long-term traffic patterns, and other applicable considerations.

5. The City has identified additional funds to be applied toward reimbursing Property Owner the cost of designing and constructing the Holdrege Street Improvements as defined in the Agreement.

6. The City and Property Owner agree to make amendments to the Agreement as described in this Amendment No. 1.

NOW, THEREFORE, in consideration of the mutual covenants established herein, the parties to this Amendment No. 1 do hereby agree as follows:

A. Property Owner agrees to accept the lowest responsible bid for construction of the Holdrege Street Improvements in the amount of One Million Six Hundred Forty-eight Thousand One Hundred Fourteen and No/100 Dollars (\$1,648,114.00), which exceeds the maximum amount previously stated in the Agreement. Further, Property Owner acknowledges and agrees that the total project cost for the Holdrege Street Improvements, including the design, construction, administrative fees, and right-of-way acquisition equals Two Million One Hundred Ninety-five Thousand Six Hundred Fourteen and No/100 Dollars (\$2,195,614.00), which shall be at the cost and expense of Property Owner subject to reimbursement as stated in the Agreement as amended hereby.

B. The City agrees, subject to future appropriation by the City Council, to allocate, in addition to the One Million Dollars (\$1,000,000.00) previously allocated in the Agreement, Three Hundred Thousand Dollars (\$300,000.00) from the revenue generated by the additional ¼ cent sales tax toward reimbursement of Property Owner for actual costs of designing and constructing the Holdrege Street Improvements. Such additional funds, contingent upon City Council appropriation and subject to any other limitations described in the Agreement related to revenue

generated by the City's additional 1/4 cent sales tax, will be provided to Property Owner in City fiscal year 2023-2024.

C. In order to be reimbursed for the Holdrege Street Improvements, Property Owner shall submit authentic documentation to the City for any costs and expenses for which the Property Owner seeks reimbursement from the City. Such documentation shall include, but is not limited to, receipts, invoices, and proof of payment, and it shall be presented simultaneously with the request for reimbursement.

D. All defined terms used herein shall retain the same definitions as indicated in the Agreement unless specifically modified herein.

E. Except as specifically amended hereby, all terms and conditions of the Agreement remain in full force and effect.

F. This Amendment No. 1 or a Memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at the City's cost and expense against Lot 1, Block 1 and Outlots A and E, The 8801 Addition, City of Lincoln, Lancaster County, Nebraska.



“Hausmann Development, LLC”

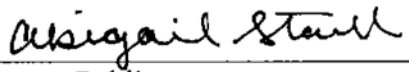
**Hausmann Development, LLC,**  
a Nebraska limited liability company

By:   
JOSEPH T. HAUSMANN, Member

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this 16<sup>TH</sup> day of JUNE,  
2021, by JOSEPH T. HAUSMANN, Member of Hausmann Development, LLC, a Nebraska  
limited liability company, on behalf of the company.

**GENERAL NOTARY, State of Nebraska**  
Abigail Stark  
My Comm. Exp. October 21, 2024

  
\_\_\_\_\_  
Notary Public