



**Omaha  
Public  
Library**  
Open Your World

JUN 23 '22 PM 2:45

Honorable President


and Members of the City Council,

Attached is an Ordinance approving an agreement between the City and the Community Information Trust to design and construct a new central library at 72<sup>nd</sup> and Dodge Streets. The City will contribute \$20,000,000 toward this project and the design of this library will incorporate the current "Do Space" building.

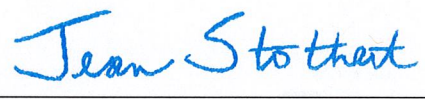
Your favorable consideration is requested.

Respectfully submitted,

Referred to City Council for Consideration:

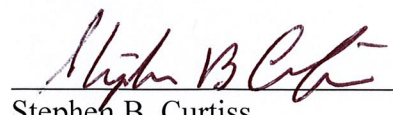
  
\_\_\_\_\_  
Laura Marlane  
Library Director

Date

 6/23/22  
\_\_\_\_\_  
Jean Stothert  
Mayor's Office

Date

Approved:

 6/23/22  
\_\_\_\_\_  
Stephen B. Curtiss  
Finance Director

Date

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE to provide for approval of an Agreement between the City of Omaha and the Community Information Trust ("CIT") to design and construct a new central library at 72<sup>nd</sup> and Dodge Streets wherein the City will contribute \$20,000,000 on or before January 1, 2025; and to provide for the effective date hereof.

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

Section 1. That CIT will design and construct a new central Library at 72<sup>nd</sup> and Dodge Streets, to be a part of the Omaha Public Library System upon its completion;

Section 2. That the City will work CIT to incorporate "Do Space" into the Omaha Public Library System; to work with CIT, the Library Board and others to implement recommended service models and other recommendations that will elevate the Omaha Public Library System to an efficient state of the art library system; and to continue to support the Omaha Public Library System at or beyond the level of current 2022 budgetary commitment.

Section 3. That the City will contribute to CIT \$20,000,000 on or before January 1, 2025 for the construction of the new central library system.

Section 2. That the Finance Department is authorized to pay for the cost from City Capital Improvement Fund 13112, Organization 131555, which will be funded by the issuance of redevelopment bonds.

Section 3. That this Ordinance, not being of legislative character, shall be in full force and effect upon its passage.

INTRODUCED BY COUNCILMEMBER

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
MAYOR OF THE CITY OF OMAHA    DATE

ORDINANCE NO. \_\_\_\_\_  
PAGE 2

PASSED \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF OMAHA    DATE

APPROVED AS TO FORM:

Michelle A. Peters (cjo) 6/23/22  
DEPUTY CITY ATTORNEY    DATE

## **LIBRARY AGREEMENT**

This Library Agreement (the “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Omaha, Nebraska, a municipal corporation (the “**City**”); and Community Information Trust, a Nebraska Non-Profit Corporation (“**CIT**”).

### **RECITALS**

CIT currently owns and operates the Do Space Technology Library at 7205 Dodge Street, Omaha, Nebraska, and has agreed to make a good faith effort to construct on behalf of the City and the Omaha Public Library a new central library building (the “**Library**”) to be centrally located at the present Do Space location (the design and construction of the Library hereinafter the “**Project**”).

Upon completion of the Project, as evidenced by completion of construction and issuance of a Certificate of Occupancy (the “**Opening Date**”), it is CIT’s intent to merge with the Omaha Public Library Foundation (the “**Foundation**”), a Nebraska non-profit corporation, which supports the Omaha Public Library.

CIT has entered into, or intends to enter into, a contract with:

- (i) Heritage Services, a Nebraska non-profit corporation, to raise the funds for and manage the Project (the “**Development Agreement**”); and
- (ii) The Foundation to govern the merger of CIT into the Foundation (“**Merger Agreement**”).

The City agrees to support recommendations the Board of Trustees of Omaha Public Library (the “**Library Board**”) intends to make to restructure and modernize its service design and delivery model to meet the new Library and the public library needs of the greater Omaha community as a whole, and adopt resolutions and other governing policies to that effect (the

“**Service Model**”) to the extent they do not conflict with City ordinances, labor agreements, or other governing documents.

### **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement by this reference, and the mutual promises and covenants set forth herein, the parties covenant and agree as follows:

1. CIT shall implement the Project. To that end, CIT’s responsibilities shall be as follows:
  - (a) Design and construct the Library, and manage all aspects thereof until the Opening Date.
  - (b) Upon completion of the Project, merge into the Foundation and transfer possession of the Library to the City of Omaha, to be managed in accordance with the new Service Model. The parties acknowledge and agree that the Foundation (as the surviving entity) intends to immediately transfer title of the Library to the City.
  - (c) At a time mutually agreeable and with the cooperation of the Foundation and Library Board, transfer control of and integrate its Do Space Technology Library into the Omaha Public Library System.
2. The City’s responsibilities shall be as follows:
  - (a) *Ongoing Operational Support.* The City shall continue to provide (i) annual financial support to the Library System at the same level or greater as it is providing in the 2022 budget through City Council appropriations and the supplemental funding through Douglas County, and adjusted annually in a corresponding ratio as other City Departments; and (ii) maintenance, administrative, and other support services at the same level and to the same extent as it is providing in the 2022 budget through City

Council appropriations and the supplemental funding through Douglas County. In addition, the City shall use its best efforts to (i) adjust its financial support to account for any Library System expansion (e.g., additional branches or square feet of Library System space) and any updated Master Plan approved by the Library Board in future years' budgeting and appropriations processes; and (ii) maintain the landscape and streetscape surrounding the Library in a clean, safe, tidy, and aesthetically appealing condition, and shall prioritize the Library's safe accessibility when addressing traffic and transportation (public and private) surrounding the Library.

(b) *City Funding Contribution.* The City shall contribute Twenty Million Dollars (\$20,000,000.00) to provide support for the newly constructed Library. This commitment shall be fully funded on or before January 1, 2025, funded through the issuance by the City of redevelopment bonds, the proceeds of which shall be immediately disbursed by the bond trustee to CIT in furtherance of the Library's construction.

(c) *Sales and Use Tax.* The City generally is exempt from Nebraska sales and use tax, and that CIT is a charitable organization recognized as exempt from taxation under Section 501(c) of the Internal Revenue Code. The parties further acknowledge and agree that CIT's construction of the Library will be for the exclusive benefit of the City upon completion. As such, the parties shall use their respective best efforts to cause the construction of the Library to be exempt from sales and use tax to the fullest extent permitted by Nebraska law.

3. Contingencies; Termination:

The parties' respective obligations hereunder shall be fully contingent upon the adoption and execution of the Development Agreement, Merger Agreement, and resolutions adopting the

Service Model. If any of such documents or resolutions are not adopted and executed on or before July 1, 2023, this Agreement shall be void and of no force or effect. Further, if, on or before July 1, 2023, CIT or Heritage Services determines that it is unable to raise the funds necessary to fully finance the Project, and CIT so advises the City in writing, this Agreement shall terminate and neither party shall have any further obligation hereunder.

4. Notices:

Any required notice to CIT shall be deemed to be properly served by hand delivery or by depositing it in the United States Mail, postage prepaid, registered or certified, addressed to CIT as follows:

Community Information Trust  
10050 Regency Circle, Suite 101  
Omaha, NE 68114

Any required notice to CIT shall be deemed to be properly served by hand delivery or by depositing it in the United States Mail, postage prepaid, registered or certified, addressed to the City as follows:

City of Omaha  
Office of the Mayor  
1819 Farnam Street, Suite 300  
Omaha, NE 68183

or such other address as the City shall give to CIT from time to time in writing.

5. Miscellaneous:

(a) Except as specifically set forth herein, this Agreement shall not be deemed to create a joint venture, partnership, agency or other similar relationship between the parties, it being understood that no provision contained herein nor any act of the parties hereto shall be deemed to any relationship between the parties other than the contractual relationship set forth herein.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their successors and permitted assigns.

(c) This Agreement constitutes the sole and only agreement of the parties regarding the subject matter hereof and supersedes any prior oral agreement between the parties respecting the within subject matter and cannot be changed except by their written consent.

(d) Neither party may assign this Agreement without the other party's prior written consent.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have caused the due execution of this Agreement  
as of the day and year first above written.

CITY OF OMAHA, NEBRASKA, A  
MUNICIPAL CORPORATION

Attest: \_\_\_\_\_  
City Clerk

BY \_\_\_\_\_  
Mayor of the City of Omaha

APPROVED AS TO FORM

Michelle A. Peters (g/l) 6/23/22  
CITY ATTORNEY

COMMUNITY INFORMATION TRUST,  
A NEBRASKA NON-PROFIT  
CORPORATION

BY: \_\_\_\_\_  
President