

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 7, 2007 AGENDA**

Subject:	Type:	Submitted By:
ECONOMIC DEVELOPMENT PROGRAM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

SYNOPSIS

Resolutions have been prepared to approve certain conditions as set forth in the Master Development Agreement and to approve an easement for the Courtyard/Conference Center Connector.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

On February 20, 2007, by Ordinance No. 1023, the City Council approved the Economic Development program application of John Q. Hammons along with a Development Agreement, Loan Classification, Loan Application and grant of \$3 Million and loan of \$18 Million to construct a full service hotel and conference center facility in Southport West.

The Master Development Agreement sets forth certain conditions to be fulfilled to the satisfaction of the Mayor and Council, including insurance coverages, selection of the contractor and the construction contract. The proposed resolution will approve such and authorize the Program Administrator to obtain such further information, assurances or certifications necessary to ensure performance of all the terms and conditions of the Master Development Agreement.

Council is also being asked to approve an easement document related to the covered walkway between the conference center and the Marriott.

A complete copy of all supporting documents is on file with the City Clerk.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PURSUANT TO THE CITY OF LA VISTA ECONOMIC DEVELOPMENT PROGRAM AND MASTER DEVELOPMENT AGREEMENT FOR THE JOHN Q. HAMMONS HOTEL AND CONFERENCE CENTER PROJECT IN SOUTHPORT WEST APPROVING: INSURANCE COVERAGES, SELECTION OF THE CONTRACTOR, AND THE CONSTRUCTION CONTRACT; AND TO AUTHORIZE FURTHER ACTIONS.

WHEREAS, the City of La Vista entered into a Master Development Agreement with John Q. Hammons and certain affiliated parties for the hotel and conference center project in Southport West ("the Project") dated May 1, 2007; and

WHEREAS, the Master Development Agreement sets forth the following conditions to be fulfilled to the satisfaction of the Mayor and City Council:

1. Required insurance coverages obtained;
2. Selection of competent contractor authorized to do business in Nebraska to construct the Project; and
3. Acceptable contract for construction of Project.

WHEREAS, a separate complete set of construction documents is presented at this meeting and incorporated into this Resolution by this reference for the Embassy Suites Hotel and Conference Center, each set of which contains the following titled documents:

1. Guaranteed Maximum Price Construction Agreement;
2. General Conditions of the Contract for Construction; and
3. Supplemental General Conditions of the Contract for Construction

("Construction Contracts"). Also presented at this meeting is a Certificate of Insurance (showing coverages and the City as an additional named insured).

NOW THEREFORE, BE IT RESOLVED that:

1. Insurance coverages described in the Certificate of Insurance presented at this meeting are hereby approved, subject to resolution of the following to the satisfaction of the Program Administrator of the La Vista Economic Development Program: obtaining and maintaining from time to time such other coverages as required by the Master Development Agreement and not provided for in the Certificate of Insurance.

2. Selection of KCC Contractor, Inc. as contractor for construction of the Project is hereby ratified, affirmed and approved, subject to resolution of the items specified in "3" following with respect to the Construction Contracts to the satisfaction of the Program Administrator.

3. The Construction Contracts are hereby ratified, affirmed and approved, subject to resolution of the following to the satisfaction of the Program Administrator:

- Construction contracts for the Marriott Courtyard hotel satisfactory to the Program Administrator;
- Final completion and acceptance of the work; and
- Addition of required non-discrimination provisions for the contractor and sub-contractors.

BE IT FURTHER RESOLVED that the Mayor and City Council authorize the Program Administrator to obtain such further information, assurances, or certifications from John Q. Hammons, KCC Contractor, Inc., and other persons as the Program Administrator determines necessary and appropriate to carry out the actions approved herein or to ensure performance of all the terms and conditions of the Master Development Agreement.

BE IT FURTHER RESOLVED that the actions taken herein shall not constitute satisfaction or waiver of any ongoing or other terms, conditions, or other requirements of the Master Development Agreement, and all such terms, conditions, and requirements shall remain in effect and enforceable.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE AN EASEMENT DOCUMENT TO BE INCLUDED WITH THE DOCUMENTS FOR THE GRANT AND LOAN TO JOHN Q. HAMMONS UNDER THE CITY OF LA VISTA ECONOMIC DEVELOPMENT PROGRAM AND TO AUTHORIZE FURTHER ACTIONS

WHEREAS, the City of La Vista and John Q. Hammons, individually, John Q. Hammons, Trustee of the Revocable Trust Of John Q. Hammons, Dated December 28, 1989, As Amended And Restated, JQH-La Vista RI Development, LLC, JQH-La Vista CY Development, LLC, JQH-La Vista III Development, LLC, and JQH-La Vista Conference Center Development, LLC (collectively the "JQH Affiliated Parties") entered into a Master Development Agreement for the hotel and conference center project in Southport West ("the Project") dated May 1, 2007 and on file with the City Clerk; and

WHEREAS, as part of the Project, a covered walkway will be constructed connecting the conference center and Marriott Courtyard hotel ("the Covered Walkway");

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of La Vista hereby make the following findings and determinations:

The Agreement for Reciprocal Easements, which addresses the Covered Walkway, is presented at this meeting, incorporated into this Resolution by this reference, and hereby approved by the Mayor and City Council, subject to any additions and modifications as the Program Administrator of the La Vista Economic Development Program determines necessary or appropriate in consultation with the City Attorney.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

AGREEMENT FOR RECIPROCAL EASEMENTS

THIS AGREEMENT is made this ____ day of _____, by and between JQH – LA VISTA CONFERENCE CENTER DEVELOPMENT, LLC (herein “Conference Center Development”) and JQH – LA VISTA CY DEVELOPMENT, LLC (herein “CY Development”).

WHEREAS, Conference Center Development, a Missouri limited liability company, is the owner of a 78,926 square foot conference center located at 12540 Westport Parkway, La Vista, NE 68128 (the “Conference Center Property”); and

WHEREAS, CY Development, a Missouri limited liability company, is the owner of a Marriott Courtyard hotel located at _____ Westport Parkway, La Vista, NE 68128 (the “Hotel Property”); and

WHEREAS, the Conference Center Property and the Hotel Property are adjacent to each other; and

WHEREAS, the conference center on the Conference Center Property and the Marriott Courtyard hotel on the Hotel Property will be connected by a covered walkway (“the Covered Walkway”); and

NOW, THEREFORE, the parties agree:

1. Conference Center Development grants to CY Development a permanent easement for the Covered Walkway.
2. CY Development grants to Conference Center Development a permanent easement for the Covered Walkway.
3. CY Development shall maintain the Covered Walkway at its sole expense.
4. In the event of damage or destruction to the Covered Walkway, CY Development shall repair or rebuild the Covered Walkway at its sole expense.

5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

6. This Agreement shall be binding upon and inure to the benefit of the undersigned and its respective successors and assigns.

7. It is the intention of the parties that the laws of the State of Nebraska shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

THIS AGREEMENT IS EXECUTED the year and date first above written.

JQH – LA VISTA CONFERENCE CENTER
DEVELOPMENT, LLC

By: The Revocable Trust of John Q. Hammons,
Dated December 28, 1989, as Amended
and Restated, Its Manager

By: _____
John Q. Hammons, Trustee

JQH – LA VISTA CY DEVELOPMENT, LLC

By: The Revocable Trust of John Q. Hammons,
Dated December 28, 1989, as Amended
and Restated, Its Manager

By: _____
John Q. Hammons, Trustee

STATE OF MISSOURI)
)
COUNTY OF GREENE)

On this _____ day of May, 2007, before me personally appeared John Q. Hammons, to me personally known, who being duly sworn, did say that he is the Trustee of The Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated, the Manager of JQH – La Vista Conference Center Development, LLC, a Missouri limited liability company and that the instrument was signed on behalf of JQH – La Vista Conference Center Development, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my official seal,
at my office in Springfield, Missouri, the day and year first-above written.

Notary Public

My commission expires: _____

STATE OF MISSOURI)
)
COUNTY OF GREENE)

On this _____ day of May, 2007, before me personally appeared John Q. Hammons, to me personally known, who being duly sworn, did say that he is the Trustee of The Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated, the Manager of JQH – La Vista CY Development, LLC, a Missouri limited liability company (the “Company”) and that the instrument was signed on behalf of JQH – La Vista CY Development, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my official seal, at my office in Springfield, Missouri, the day and year first-above written.

Notary Public

My commission expires:_____