

Community Development Agency following the 7 p.m. City Council Meeting via Conference Call. Access meeting by using Conference Call No. 415-762-9988 with the Meeting ID No. 236-678-6847

Monday, June 1, 2020 7:30 PM

Conference Call: 415-762-9988; Mtg. ID: 236-678-6847

PO Box 1677

Columbus, NE 68602

- 1. Statement of compliance with Open Meetings Act and roll call.**

84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions.

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;(c) Investigative proceedings regarding allegations of criminal misconduct; or

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting.

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public

power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

- (a) Reasonable advance publicized notice is given;
- (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;
- (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;
- (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and
- (e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or
- (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

- (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;
- (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;
- (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;
- (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an instate location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Effective Date – September 1, 2019

Distributed by the League of Nebraska Municipalities



2. **Resolution No. R20-56 approving a redevelopment agreement for redevelopment project undertaken by EKEA, LLC as set forth in the Redevelopment Plan for the West Railroad Neighborhood Redevelopment Area (The EKEA, LLC Redevelopment Project).**

RESOLUTION NO. R20-56

A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY EKEA, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE WEST RAILROAD NEIGHBORHOOD REDEVELOPMENT AREA (THE EKEA, LLC, REDEVELOPMENT PROJECT)".

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled "Redevelopment Plan for the West Railroad Neighborhood Redevelopment Area (The EKEA, LLC, Redevelopment Project)," (the "Plan"); and

WHEREAS, the Council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of the Redevelopment Agreement by and between EKEA, LLC, as redeveloper, and the Agency, with respect to a redevelopment project specified in the Plan (the "Redevelopment Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska, that the Redevelopment Agreement by and between EKEA, LLC, a Nebraska limited liability company, as redeveloper, and the Community Development Agency of the City of Columbus, Nebraska, in the form presented, is hereby acknowledged and approved. The Council President and City Clerk are hereby authorized to execute said Redevelopment Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Council President of the Redevelopment Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Agreement, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

A handwritten signature in blue ink that reads "Michael Sandoz". The signature is written in a cursive style with a large initial "M".

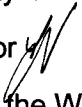
SPECIAL CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE
Administration Office (402) 562-4232 Fax (402) 563-1380

memorandum

DATE: May 28, 2020
TO: Mayor and City Council and City Council sitting as Community Development Agency
FROM: Tara Vasicek, City Administrator 
RE: Redevelopment Agreement for the West Railroad Neighborhood Redevelopment Area, a portion of the Redevelopment Area 3. EKEA, LLC Redevelopment Project for Housing.

RECOMMENDATION:

Approval of the redevelopment agreement for the West Railroad Redevelopment Area.

DISCUSSION:

The developer, City staff and legal counsel have ensured that the redevelopment agreement reflects the approved redevelopment plan for the project. The redevelopment agreement also complies with all State Statutes for utilization of tax increment financing. The agreement lays out the requirements of the developer, details regarding the issuance of a TIF bond for the project and several contractual terms between the City of Columbus and the developer.



EXHIBIT "A"
Redevelopment Agreement

(See attached)

REDEVELOPMENT CONTRACT
(The EKEA, LLC, Redevelopment Project)

This Redevelopment Contract for the EKEA, LLC, Redevelopment Project (“**Redevelopment Contract**”) is made and entered into as of the June 1, 2020, by and between the Community Development Agency of the City of Columbus, Nebraska (the “**Agency**”) and EKEA, LLC, a Nebraska limited liability company (“**Redeveloper**”). The Agency and/or Redeveloper may be referred to hereinafter as the “**Party**” or collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, pursuant to the Nebraska Community Development Law, Sections 18-2101, et. seq. (the “**Act**”), the City Council of the City of Columbus, Nebraska (the “**Council**”), adopted and approved a plan entitled “Redevelopment Plan for the West Railroad Neighborhood Redevelopment Area (The EKEA, LLC, Redevelopment Project)” (the “**Plan**”), and provided therein is a redevelopment project for the real estate described on Exhibit “A” hereto attached and by such reference incorporated herein (the “**Redevelopment Project Area**”), which is located in the City of Columbus, Nebraska (the “**City**”), and which has previously been declared blighted and substandard or otherwise eligible for redevelopment by the Council; and

WHEREAS, the Agency has encouraged and induced Redeveloper to engage in certain development activities and construct improvements in the Redevelopment Project Area and Redeveloper is not willing to incur the substantial investment necessary for such redevelopment of the Redevelopment Project Area without the assistance of tax-increment financing (“**TIF**”) provided by the Agency to Redeveloper in this Redevelopment Contract; and

WHEREAS, Redeveloper, pursuant to the Plan, intends to construct a phased redevelopment project, consisting of approximately 20 single-family homes within the Redevelopment Project Area, as depicted on the proposed site plan for the redevelopment project attached hereto and incorporated as Exhibit “B”, all as more particularly described in the Plan (collectively, said improvements are referred to in this Redevelopment Contract as the “**Redevelopment Project**”); and

WHEREAS, the real property within the Redevelopment Project Area, other than easements for public utilities, is or shall be privately owned by Redeveloper; and

WHEREAS, the Agency proposes to authorize issuance of its tax increment revenue bond (the “**Bond**”), to provide for eligible costs relating to the Redevelopment Project, as more particularly described in the resolution of the Agency authorizing issuance of the Bond (the “**Bond Resolution**”); and

WHEREAS, Redeveloper seeks the assistance of the Agency for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the Agency to issue the Bond as provided in the Bond Resolution.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and Redeveloper do hereby agree, covenant and warrant as follows:

Section 1. Representations, Warranties and Covenants of Redeveloper.

Redeveloper hereby represents, covenants and warrants as follows:

- (a) Redeveloper is a Nebraska limited liability company duly organized and existing under the laws of the State of Nebraska, is not in violation of any provisions of its Articles of Organization or operating agreement(s), is authorized to enter into and perform its obligations under this Redevelopment Contract and, to the best of the knowledge of Redeveloper, is not in violation of the laws of the State of Nebraska.
- (b) Throughout the term of this Redevelopment Contract, Redeveloper will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Contract and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations). Notwithstanding the foregoing, in accordance with the Plan, given the evolving and uncertain nature of the housing market, the Agency and Redeveloper agree that Redeveloper may adjust the site plan and type of housing for the Redevelopment Project so long as the following is met: (1) the use is residential; (2) the use is a permitted use under an R-1 or R-2 zoning designation (and Redeveloper effectuates any zoning changes related thereto); (3) the change does not result in a decrease of the Minimum Valuation (defined below); and (4) the change does not require an increase in the amount of the Bond. Any change to the site plan and use of the Redevelopment Project Area that conforms to the foregoing is specifically contemplated and permitted under this Redevelopment Contract.
- (c) To the extent owned by Redeveloper, throughout the term of this Redevelopment Contract and subject to the provisions of section 19 of this Redevelopment Contract, in the event of any casualty damage to the Redevelopment Project, Redeveloper or its assignee agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Redeveloper agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes.
- (d) Redeveloper or its assignee intend to complete the Redevelopment Project over three (3) phases, with completion of the final phase occurring on or before December 31, 2022, at an estimated cost of \$4,800,000; provided that as a result

of current market conditions, availability of materials, workforce availability and other extraneous factors, Redeveloper may complete the Redevelopment Project over the course of additional years and phases so long as the Redevelopment Project is complete on or before December 31, 2024.

- (e) Redeveloper has not received, nor is it aware of, notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the Redevelopment Project Area or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation.
- (f) Redeveloper will use its best efforts to obtain or to cause others to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met for the Redevelopment Project to be lawfully constructed, occupied or operated.
- (g) The execution and delivery of this Redevelopment Contract, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Contract are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.
- (h) To the best of the knowledge of Redeveloper, Redeveloper is not aware of any hazardous waste or other significant environmental pollution condition or hazard existing on or within the Redevelopment Project Area.
- (i) Redeveloper acknowledges and agrees that neither the Agency nor the City shall be obligated to pay any costs related to the Redevelopment Project other than costs to be paid from available grant monies derived from ad valorem incremental real estate taxes generated from the Redevelopment Project, if any, and Redeveloper hereby undertakes and agrees to pay any and all such cost. All costs (both public and private) of the Redevelopment Project shall be paid in full and there are and shall be no construction liens unpaid against the Redevelopment Project Area or any of the improvements thereon. Redeveloper agrees to provide for the construction of both the Redevelopment Project public and private improvements located within the Redevelopment Project Area as described in the Plan or as described in this Redevelopment Contract, except to the extent that the Agency or the City shall agree otherwise by separate written agreement with Redeveloper.
- (j) Redeveloper agrees and covenants for itself, its successors and assigns that as long as the Bond is outstanding, it will not discriminate against any person or

group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project.

- (k) Redeveloper agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* 2012, as amended or transferred, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.
- (l) Redeveloper owns or has contracted to purchase all real property within the Redevelopment Project Area, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Contract by Redeveloper.
- (m) Any general contractor chosen by Redeveloper or Redeveloper itself shall obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and a penal bond as required by the Act and Section 9 of this Redevelopment Contract, if applicable. The Agency, the City and Redeveloper shall be named as additional insureds on such policies. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Redevelopment Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or Redeveloper, as the case may be, with respect to any specific contract, shall also carry insurance on all stored materials. The contractor or Redeveloper, as the case may be, shall furnish the Agency and the City with a certificate of insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency and the City prior written notice in the event of cancellation of or material change in any of the policies.
- (n) At all times during the term of this Redevelopment Contract, to the extent owned by Redeveloper, Redeveloper shall maintain policies insuring the improvements located within the Redevelopment Project Area in an amount equal to at least ninety percent (90%) of their full insurable value.

Section 2. Incorporation of Plan; Agency to Issue Bond.

This Redevelopment Contract hereby incorporates the Plan by this reference. The Agency and Redeveloper anticipate that the Redevelopment Project and related construction will be undertaken and constructed in three (3) phases; provided that up to five (5) phases may be necessary to complete the Redevelopment Project, and, to the extent necessary, such additional time and phases is specifically contemplated and agreed to by the Parties. The Parties anticipate that a total of one (1) Bond will be issued for the Redevelopment Project (i.e., one bond encompassing all phases). Each phase of the Redevelopment Project will specifically identify the specific lots within the Redevelopment Project Area that will be developed in that phase. Each phase will have a different "**effective date**" (as defined in the Act) for the division of ad valorem taxes along with a new increment period. The increment for each phase will end after the applicable 15 year period or at the maturity date of the Bond, whichever occurs first. The applicable effective dates will be established by Redevelopment Contract Amendments (defined below).

In accordance with Section 18-2147 of the Act and the terms of the Bond Resolution, the Agency hereby provides that any ad valorem tax on any lot or lots located in the Redevelopment Project Area which is/are properly identified from time to time by the Redeveloper (such Lot or Lots being referred to herein as a "**Phase**") for the benefit of any public body be divided as set forth below. The Redeveloper shall identify such lot or lots in the form of amendment in substantially the form attached hereto as Exhibit "F" (each, a "**Redevelopment Contract Amendment**"). The applicable ad valorem tax shall be divided for a period of fifteen (15) years from the effective date (for each Phase), or until full payment of the Bond, whichever occurs first.

In order to provide for payment of some of the TIF-eligible costs for the Redevelopment Project set forth in the Plan and this Redevelopment Contract, as described in Exhibit "C", attached hereto and incorporated herein (the "**Eligible Costs**"), the Agency shall proceed to issue the Bond on a form approved by the Agency, in the principal amount not to exceed Eight Hundred Thousand Dollars (\$800,000), at a rate of interest not to exceed five and one-half percent (5.5%), with such terms and conditions as the Agency reasonably determines appropriate under the circumstances to be set forth in the Bond Resolution.

The Bond shall constitute a limited obligation of the Agency payable exclusively from that portion of the incremental ad valorem real estate taxes generated from the Redevelopment Project pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) years from the effective date of each Phase. Upon receipt, the Agency shall deposit the proceeds of the Bond with the City Treasurer of the City, pursuant to the Bond Resolution, and said Treasurer shall disburse said proceeds to the holder of the Bond to provide for reimbursement of all or a portion of the costs of the Eligible Costs, to the extent paid by Redeveloper, as evidenced by paid invoices or other evidence acceptable to the Agency. If Redeveloper fails to provide sufficient evidence to the Agency of the Eligible Costs following completion of the Redevelopment Project, the Agency shall reduce the principal and interest on the Bond commensurately.

Unless otherwise determined by the governing body of the Agency, the proceeds of the Bond shall be applied to the costs described above. Unless otherwise determined appropriate by the Agency, the Bond shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes.

Provided that Redeveloper is then in compliance with the terms and conditions of this Redevelopment Contract and applicable law, the Agency shall be obligated to execute the appropriate Redevelopment Contract Amendments and otherwise comply with the terms of this Section for the capture of the tax increment for the applicable portion of the Redevelopment Project Area. Specifically, provided a Redevelopment Contract Amendment is delivered to the Agency no later than July 1 of the calendar year of the effective date of such Phase (or later if allowed in the sole discretion of the Agency; but in no event later than July 20th of such year), the Agency shall: (a) execute the Redevelopment Contract Amendment, and (b) file before August 1 of such year a “Notice to Divide Tax for Community Redevelopment Project” for such Phase with the office of the Platte County Assessor, without requirement of additional hearings or public notice.

Section 3. Covenants With Respect to Taxation of Redevelopment Project Area.

Redeveloper agrees with respect to the Redevelopment Project as follows:

- (a) Until the termination of this Redevelopment Contract (as described in Section 18 hereof), the Redevelopment Project shall be operated for the use substantially similar to that contemplated in the Plan and this Redevelopment Contract, and no sale or conveyance of such property shall be made to any person or entity for ownership or use which would cause the real property within the Redevelopment Project Area to be eligible for exemption from ad valorem taxes under Section 77-202 R.R.S. Neb. 2009, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot.
- (b) Redeveloper intends to create a taxable real property valuation of not less than \$240,000 per residential lot, or \$4,800,000 total, within the Redevelopment Project Area (the “**Minimum Valuation**”) no later than the January 1 following completion of the applicable Phase with respect to the individual lots, and January 1 following completion of the final Phase with respect to the total. From and after the issuance of the Bond and so long as the Bond remains outstanding and unpaid, Redeveloper, together with its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, shall not contest any taxable valuation assessed for the Redevelopment Project Area, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes which does not exceed the Minimum Valuation.

- (c) If, during the period of this Redevelopment Contract and after the filing of a notice to divide, the Redevelopment Project Area is assessed at less than the Minimum Valuation: (1) if Redeveloper has monetized the Bond by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such lender; and (2) in the event of a shortfall of TIF Revenues available as debt service on the Bond, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper defers the receipt of any such shortfall amounts as required hereunder, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the fifteen (15) year period (per Phase) prescribed by the Act in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper shall and hereby does unconditionally forgive any such shortfall amounts remaining unpaid on the Bond at the end of the fifteen (15) year period (per Phase) for the division of ad valorem real estate taxes prescribed by the Act.
- (d) Redeveloper, its successors and assigns (excluding any single lot purchasers) further agree as follows:
- (i) to pay all local ad valorem real estate taxes for the Redevelopment Project Area as levied and assessed before the same become delinquent; and
 - (ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Redevelopment Project Area or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and
 - (iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any law of the State of Nebraska or federal law with respect to the Redevelopment Project Area; and
 - (iv) to pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become payable with respect to the Redevelopment Project Area or Redevelopment Project; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body; and
 - (v) to retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by Redeveloper in relation to the Redevelopment Project or Plan until the expiration of three

years following the end of the last fiscal year in which ad valorem taxes are divided in relation to the Redevelopment Project.

Section 4. Release and Indemnification.

Redeveloper hereby releases from and covenants and agrees that the Agency and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purpose of this Section 4, collectively the “**Indemnified Parties**”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Redevelopment Project Area. Provided, however, such release shall not be deemed to include such liability actions arising directly out of the willful misconduct of the Agency or the City.

Additionally, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Indemnified Parties on the Bond or any indebtedness contemplated hereunder shall be limited solely to the incremental ad valorem taxes generated from the Redevelopment Project pledged as security for such indebtedness. Specifically, but without limitation, the Indemnified Parties shall not be liable to Redeveloper or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

Section 5. Covenants to Run with the Land; Easement; Recording of Redevelopment Contract.

Redeveloper and Agency agree and acknowledge that this Redevelopment Contract and the undertakings of Redeveloper and the Agency as herein provided for shall be considered as and constitute covenants running with the land binding upon Redeveloper and the Agency and their successors and assigns and upon each successive owner of the Redevelopment Project Area or any portion thereof. Redeveloper hereby acknowledges and agrees that by the terms of this Redevelopment Contract it is binding and obligating any and all of its interest in the Redevelopment Project Area, now or hereafter acquired, and hereby covenants and warrants for the benefit of the Agency and the registered owner of the Bond that Redeveloper shall defend such interest in the Redevelopment Project Area against the claims and interests of any and all persons. Redeveloper shall record a memorandum of this Redevelopment Contract in the form attached hereto and incorporated herein as Exhibit “D”, against all real estate located in the Redevelopment Project Area and such document shall remain of record until termination of this Redevelopment Contract. The Agency shall have the authority to execute any such memorandum without additional public determinations or meetings. As and to the extent that this Redevelopment Contract does not have priority by order of recording over each and every mortgage or other instrument securing indebtedness of Redeveloper, Redeveloper hereby agrees to obtain the written agreement in recordable form from each mortgagee or other encumbrancer having any such priority, which written form acknowledges and agrees to the terms of this Redevelopment Contract, unless waived in writing by the Agency. Redeveloper agrees to provide the Agency with a title report or other evidence as to the status of title to the

Redevelopment Project Area after the recording of this Redevelopment Contract. After the Bond has been paid in full, Redeveloper or any successor or assign of Redeveloper shall have the right to request in writing and the Agency shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Redevelopment Contract and of the covenants and undertakings herein provided. The Agency shall have the right, from time to time in its sole and reasonable discretion, to release specific parcels or lots located within the Redevelopment Project Area from any or all of the specific provisions of this Redevelopment Contract.

Section 6. Default and Remedies upon Default.

Redeveloper and Agency agree with respect to any defaults or failures of performance by Redeveloper or Agency as follows:

- (a) The following shall constitute “Events of Default” under the terms of this Redevelopment Contract:
 - (i) failure by Redeveloper or Agency to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Redevelopment Contract;
 - (ii) any representation or warranty made herein by Redeveloper or Agency proves untrue in any respect reasonably deemed to be material by the Agency or Redeveloper;
 - (iii) an event of default or material breach by or attributable to Redeveloper or Agency relating to the Redevelopment Project or any portion thereof, including, without limitation, breach of the terms of any agreement or other instrument relating to the financing or construction thereof; or
 - (iv) Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of Redeveloper or any part of its property or commences any proceeding related to Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Redeveloper any such proceedings and Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for Redeveloper or any part of its property or suffers any such receivership or trusteeship.
- (b) Whenever an Event of Default occurs, in addition to all other remedies available to the Agency or Redeveloper at law or in equity, the Agency or Redeveloper (1) may suspend its performance under this Redevelopment Contract, including

suspension of contracting for TIF-Eligible Improvements or disbursement of monies for Eligible Costs or other improvements until receiving adequate assurances from Redeveloper or Agency that Redeveloper or Agency has cured the default and will continue performance under this Redevelopment Contract; and (2) may take such action at law or in equity as the Agency or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Contract; provided that the remedy of specific performance against Redeveloper shall not include or be construed to include the covenant to build or construct the Redevelopment Project.

- (c) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than thirty (30) days after written notice from the Agency to Redeveloper of such Event of Default, the City or Agency shall have the right, but not the obligation, to cure such breach on behalf of Redeveloper with respect to the construction of the TIF-Eligible Improvements. If the City or Agency elects to cure a breach of Redeveloper, Redeveloper shall reimburse the City or Agency for the documented and reasonable costs of curing Redeveloper's breach within 30 days of demand from City or Agency given to Redeveloper. If Redeveloper's breach can be cured by the payment of Eligible Costs, the City or Agency may cure such defect and obtain reimbursement, without notice to Redeveloper, via a set off to the principal amount of the Bond equal to the Eligible Costs expended by the City or Agency. The Eligible Costs expended by the City or Agency must be certified by the City or Agency to the City Treasurer and all subsequent distributions of grant proceeds shall be distributed to the City or Agency, as applicable, until such Eligible Costs expended by the City or Agency have been reimbursed in full. Interest shall accrue on the amount expended by the City or Agency at the rate provided in the Bond and such interest shall commence from the date that the Agency gives notice to Redeveloper of Redeveloper's Event of Default.
- (d) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than sixty (60) days after written notice from the Agency to Redeveloper of such Event of Default, the aggregate amount of all grants paid to Redeveloper (including principal and interest) for improvements shall stand forfeited and Redeveloper shall repay the same to the Agency within thirty (30) days' written demand thereof.
- (e) No remedy herein conferred upon or reserved to the Agency or the registered owner of the Bond is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Redevelopment Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or

shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

- (f) If any provision of this Redevelopment Contract is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- (g) Anything in this Section 6 to the contrary notwithstanding, none of the events described in subsection 6(a) above shall constitute an Event of Default after the Redevelopment Project has been completed and the proceeds of the Bond have been disbursed in full.
- (h) Notwithstanding anything to the contrary contained herein, the City and the Agency acknowledge that Redeveloper intends to sell the individual lots to separate third party homeowners. Any action or inaction by any said separate third party homeowner(s) shall not constitute a default by Redeveloper.

Section 7. Status of Agency and City.

Neither the Agency nor the City is or shall be regarded as the partner, joint venturer or other jointly acting party with Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the Agency herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. Redeveloper acknowledges that Redeveloper or its successors and assigns are and shall remain in control of the Redevelopment Project for all purposes provided that Redeveloper acknowledges and agrees that the City is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving the Redevelopment Project.

Section 8. Manner of Sale of Bond; Payment of Agency's Legal Fees.

Redeveloper agrees either to purchase the Bond for the principal amount thereof or to find a purchaser for the Bond upon terms and conditions acceptable to the Agency. Neither the Agency nor the City under the terms of this Redevelopment Contract undertakes any responsibility with respects to the sale or placement of the Bond. Any such sale or placement of the Bond shall be by means of a private placement to a financial institution or other institutional buyer capable of evaluating the risks of investment in the Bond or to Redeveloper. Any such purchaser, including Redeveloper, shall provide to the Agency an investment letter setting forth the understanding as to purchase for investment and not for any further distribution, in substantially the same form as Exhibit "E". The loan to be accomplished by this section, and the obligation of the Agency to remit the TIF Revenues for the Redevelopment Project as debt service on the Bond, may be accomplished by offset in consideration of Redeveloper's warranties and obligations hereunder so that no bankable currency is exchanged between the Parties at closing of the Bond, notwithstanding other payments required hereunder. If the Agency so

requests, Redeveloper shall, from time to time, furnish the Agency with satisfactory evidence as to the use and application of the TIF revenues.

Upon full execution and effectiveness of this Redevelopment Contract, Redeveloper shall reimburse the Agency for its legal fees incurred in relation to the Redevelopment Project in the amount of \$10,000. Prior to or contemporaneously with issuance of the Bond, Redeveloper shall reimburse the Agency for its legal fees incurred in relation to the issuance of the Bond in the additional amount of \$5,000. Such reimbursements shall be payable directly to the Agency or Agency's special counsel, at the direction of the Agency.

Section 9. Indemnification and Penal Bond

Redeveloper hereby agrees to indemnify and save the City and Agency harmless from any payment or liability to which the City or Agency may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. If applicable, Redeveloper agrees to provide to the Agency evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act.

Section 10. Additional Parties Added as Redeveloper.

The Parties specifically agree that additional parties or entities may be admitted to and included within the meaning of the term "Redeveloper" upon the mutual written consent of both Parties.

Section 11. Redevelopment Contract Binding Upon Successors and Assigns.

This Redevelopment Contract is made for the benefit of Redeveloper, the Agency and the registered owners from time to time of the Bond as third party beneficiaries. This Redevelopment Contract shall be binding upon the Agency and Redeveloper, and any successors or assigns thereof. Redeveloper may assign its interest in the Redevelopment Project, in whole or in part, upon the prior written approval of the Agency, not to be unreasonably withheld. The Agency and Redeveloper acknowledge and agree that, in the event Redeveloper assigns its rights and obligations under this Redevelopment Contract, in whole or in part, to any assignee, Redeveloper and the assignee shall both be bound by the terms of the Plan and this Redevelopment Contract (as and to the extent of any such assignment with respect to the assignee). No assignment by Redeveloper to the assignee shall be effective until a written instrument binding the assignee under the terms of the Plan and this Redevelopment Contract (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and delivered by the assignee and recorded in the real estate records of Platte County, Nebraska, with respect to the Redevelopment Project Area.

Section 12. Titles of Sections.

Any titles of the several Sections of this Redevelopment Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 13. Notices.

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

- (a) in the case of Redeveloper, if mailed to or delivered personally to:

EKEA, LLC
Attn: Craig Foreman
3920 23rd Street
Columbus, NE 68601

with a copy to:

Andrew R. Willis
Cline Williams LLP
233 South 13th Street
1900 US Bank Bldg.
Lincoln, NE 68508

- (b) in the case of Agency, if mailed to or delivered personally to:

Community Development Agency
Offices of the City of Columbus, Nebraska
Attention: Columbus City Clerk
2424 14th St.
P.O. Box 1677
Columbus, NE 68602

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at the addresses specified in this Section 13 or at any such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other Party as provided in this section.

Section 14. Severability.

If any provision of this Redevelopment Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such

circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Redevelopment Contract shall not affect the remaining portions of this Redevelopment Contract or any part thereof.

Section 15. Counterparts.

This Redevelopment Contract may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 16. Law Governing.

The Parties agree that this Redevelopment Contract shall be governed and construed in accordance with the laws of Nebraska.

Section 17. Time of the Essence.

Time shall be of the essence of this Redevelopment Contract.

Section 18. Termination.

This Redevelopment Contract shall commence as of the date first above written and shall terminate upon the earlier of the date on which TIF Revenues for the Redevelopment Project are no longer collectable under Section 18-2147 of the Act or payment of all principal and interest owed toward the Bond.

Section 19. Force Majeure Event.

Neither Redeveloper nor the Agency shall be considered in breach of, or in default in its obligations with respect to any of the obligations under this Redevelopment Contract in the event that an enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by a Party that is proximately caused by acts of God, including pandemics, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of Redeveloper or the Agency, as the case may be, shall be extended for the period of the enforced delay as determined by the mutual agreement of Redeveloper and the Agency; provided, that Redeveloper or the Agency, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the Agency (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 20. Effect of Redevelopment Contract.

This Redevelopment Contract (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Contract shall be of any force and effect.

Section 21. Land Acquisition by City.

Prior to issuance of the Bond, the City shall endeavor to acquire two parcels of real property within the 11th Street right-of-way adjacent to the Redevelopment Project Area, as legally described on Exhibit "G", attached hereto and incorporated herein (each individually, the "**Right-of-Way Parcel**", and collectively, the "**Right-of-Way Parcels**"), for the benefit of the Redevelopment Project. Following the City's acquisition of a Right-of-Way Parcel, Redeveloper shall reimburse the City in full for such acquisition costs upon the earlier of (1) issuance of the Bond; or (2) one hundred twenty (120) days following the City's acquisition of the Right-of-Way Parcel in fee simple; provided that the purchase price for the Right-of-Way Parcels and Redeveloper's reimbursement therefore shall not exceed five thousand dollars (\$5,000) for "Parcel 1" (as described in Exhibit G) and sixty-five thousand dollars (\$65,000) for "Parcel 2" (as described in Exhibit G) (as applicable, the "**Reimbursement Cap**"). If the City is unable to acquire one or both of the Right-of-Way Parcels prior to issuance of the Bond, or is unable to negotiate a purchase price for the Right-of-Way Parcels at or below the Reimbursement Cap, the Agency shall notify Redeveloper of the same and the Parties shall either: (1) mutually agree in writing to increase the Reimbursement Cap, and the City shall continue to pursue acquisition of the Right-of-Way Parcels in accordance with the terms of this Section 21; or (2) mutually agree in writing that Redeveloper will pursue acquisition of one or both of the Right-of-Way Parcels, in which case this Section 21 shall be of no further force or effect with respect to such parcel(s) that have not been acquired. If the City does not acquire one or both of the Right-of-Way Parcels prior to issuance of the Bond and the Parties failed to agree in writing as detailed in the preceding sentence, Redeveloper shall pursue acquisition of such Right-of-Way Parcel(s), and this Section 21 shall be of no further force or effect with respect to such parcel(s) that have not been acquired. Notwithstanding anything to the contrary in this Section 21 or this Redevelopment Contract, the City's failure to acquire one or both of the Right-of-Way Parcels for any reason whatsoever shall not constitute an Event of Default by the Agency or City under this Redevelopment Contract.

(Signatures on following pages)

IN WITNESS WHEREOF, the Agency and Redeveloper have caused this Redevelopment Contract to be executed by their duly authorized representatives.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, Chairperson, and _____, Secretary, of the Community Development Agency of the City of Columbus, Nebraska on behalf of such agency.

Notary Public

Exhibit "A"
Redevelopment Project Area

Legal Description:

Legal description for Parcel ID No. 710096369:

PT OF S1/2 SE NE SW EXC N186' OF E130' 24-17-1W 3.45 AC & EXC 1 AC LAND IN
CITY LIMITS COLUMBUS

Legal description for Parcel ID No. 10096362:

N186' OF E130' S1/2 SE NE SW 24-17-1W .555 AC LAND IN CITY LIMITS COLUMBUS

* Subsequent to the approval of this Redevelopment Plan, Redeveloper intends to re-plat the Project Site as shown on Exhibit "C". Subsequent to said re-plat, the above legal description shall be replaced with the legal description provided in the re-plat of the Project Site approved by the City.

Redevelopment Project Area Depiction (parcels 710096369 and 710096362):

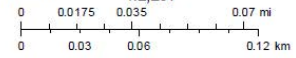


March 23, 2020

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,257

- Lot Lines
- Townships
- ▭ Columbus City Limits
- Sections
- ▭ Parcels



Platte County
gWorks

Exhibit "A"

Exhibit "B"
Redevelopment Project Plan

(See attached)

* The attached is a preliminary site plan for reference purposes only and is subject to change.

Exhibit "C"
Projected TIF Sources and Uses

SOURCES

Assumptions:

Base Value:	\$9,700 for Phase One; \$20,000 per lot for subsequent phases
Number of units:	20
Final Value:	\$240,000 (per unit)
Total Final Value:	\$4,800,000
Tax Levy (2018):	1.893994
TIF Indebtedness:	NTE \$800,000
Interest Rate:	NTE 5.5%

Amortization:

Phase	1	2	3
Effective Date	2021	2022	2023
# of Units	4	10	6
TIF Period	15	15	15
Base Value	\$9,700	\$200,000	\$120,000
Base Taxes	\$184	\$3,788	\$2,273
Completed Value	\$960,000	\$2,400,000	\$1,440,000
Total Taxes	\$18,182	\$45,456	\$27,274
Tax Increment	\$17,999	\$41,668	\$25,001
less 1% fee	\$17,819	\$41,251	\$24,750
Phase Years	1 to 15	2 to 16	3 to 17

Year	Phase 1	Phase 2	Phase 3	Aggregate
1	\$17,819	\$0	\$0	\$17,819
2	\$17,819	\$41,251	\$0	\$59,070
3	\$17,819	\$41,251	\$24,750	\$83,820
4	\$17,819	\$41,251	\$24,750	\$83,820
5	\$17,819	\$41,251	\$24,750	\$83,820
6	\$17,819	\$41,251	\$24,750	\$83,820
7	\$17,819	\$41,251	\$24,750	\$83,820
8	\$17,819	\$41,251	\$24,750	\$83,820
9	\$17,819	\$41,251	\$24,750	\$83,820
10	\$17,819	\$41,251	\$24,750	\$83,820
11	\$17,819	\$41,251	\$24,750	\$83,820
12	\$17,819	\$41,251	\$24,750	\$83,820
13	\$17,819	\$41,251	\$24,750	\$83,820
14	\$17,819	\$41,251	\$24,750	\$83,820
15	\$17,819	\$41,251	\$24,750	\$83,820
16	\$0	\$41,251	\$24,750	\$66,001
17	\$0	\$0	\$24,750	\$24,750
TOTAL				\$1,257,008

* The above "sources" for the Redevelopment Project are estimates based upon the assumptions listed above, and are subject to change.

USES (ELIGIBLE COSTS)

Land Acquisition:	\$241,500
Acquisition of Right-of-Way Parcels:	\$70,000
Sanitary Sewer:	\$38,850
Water:	\$49,875
Storm Sewer:	\$179,460
Paving:	\$267,454
Architect/Engineer:	\$40,000
City's Legal Fees:	\$15,000
Permits and Fees:	\$5,000
Contingencies (related to TIF-eligible costs):	\$35,000
TOTAL:	\$942,139

* The above "Uses" are preliminary estimates based on 2020 pricing and are subject to change.

** The above figures are only estimates of the Eligible Costs and other costs, and such actual costs will be reflected in the Eligible Costs certifications required under Section 2 of the Redevelopment Contract.

Exhibit "D"
Form of Redevelopment Contract Memorandum for Recording

MEMORANDUM OF REDEVELOPMENT CONTRACT

This Memorandum of Redevelopment Contract ("Memorandum") is made this ___ day of _____, 2020, by and between the Community Development Agency of the City of Columbus, Nebraska ("Agency") and EKEA, LLC, a Nebraska limited liability company ("Redeveloper").

1. **Redevelopment Contract.** Agency and Redeveloper have entered into that certain Redevelopment Contract dated as of _____, 2020 ("Redevelopment Contract"), describing the public and private improvements being made by the Redeveloper in the Redevelopment Project Area, including the real property owned by Redeveloper and legally described on Exhibit 1, attached hereto and incorporated herein.

2. **Tax Increment Financing.** The Redevelopment Contract provides for the capture of the tax-increment financing ("TIF") revenues by the Agency of the improvements to be made by the Redeveloper for a period not to exceed fifteen (15) tax years after the "effective date" (as defined in the Nebraska Community Development Law) of each Phase of the Redevelopment Project. The TIF revenues so captured by the Agency shall be used to reimburse Redeveloper for construction of the Eligible Costs described in the Redevelopment Contract via debt service payments on a TIF bond issued by the Agency.

3. **Redevelopment Project Valuation.** The Redevelopment Contract establishes that Redeveloper, its successors and assigns, will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes, of less than \$240,000 per residential lot, or \$4,800,000 total, within the Redevelopment Project Area (the "Minimum Valuation").

4. **Remaining Terms.** The rest and remaining terms of the Redevelopment Contract are hereby incorporated into this Memorandum as if they were set forth in full. All capitalized terms in this Memorandum that are not otherwise defined herein shall have the same meaning as set forth in the Redevelopment Contract. A full and correct copy of the Redevelopment Contract may be inspected at the Agency offices in Columbus, Nebraska.

5. **Termination of Memorandum.** Unless terminated sooner in accordance with the terms of the Redevelopment Contract, this Memorandum shall be deemed to automatically terminate and be released from the above-described real property upon the payoff or maturity of the Bond.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ and _____, the Chairperson and Secretary, respectively, of the Community Development Agency of the City of Columbus, Nebraska, on behalf of said agency.

(S E A L)

Notary Public

EKEA, LLC,
a Nebraska limited liability company

By: *C M F*
Name: *CRAIG M. FOERMAN*
Title: *MEMBER*

STATE OF NEBRASKA)
) ss.
COUNTY OF *Platte*)

The foregoing instrument was acknowledged before me this *27* day of *May*, 2020, by *Craig Foreman*, the *member* of EKEA, LLC, a Nebraska limited liability company, on behalf of the company.

(SEAL) 

[Signature]
Notary Public

EXHIBIT 1 TO MEMORANDUM OF REDEVELOPMENT CONTRACT
Redevelopment Project Area

Legal description for Parcel ID No. 710096369:

PT OF S1/2 SE NE SW EXC N186' OF E130' 24-17-1W 3.45 AC & EXC 1 AC LAND IN
CITY LIMITS COLUMBUS

Legal description for Parcel ID No. 10096362:

N186' OF E130' S1/2 SE NE SW 24-17-1W .555 AC LAND IN CITY LIMITS COLUMBUS

* Subsequent to the approval of this Redevelopment Plan, Redeveloper intends to re-plat the Project Site as shown on Exhibit "C". Subsequent to said re-plat, the above legal description shall be replaced with the legal description provided in the re-plat of the Project Site approved by the City.

Exhibit "E"
Form of Investor Letter

_____, 20__

Community Development Agency
Offices of the City of Columbus
Attention: City Treasurer
2424 14th St.
P.O. Box 1677
Columbus, NE 68602

Re: Tax Increment Revenue Bond (EKEA, LLC, Redevelopment Project),
Series 20__

Ladies and Gentlemen:

The undersigned is the initial registered owner of the above Bond issued by the Community Development Agency of the City of Columbus, Nebraska (the "Agency"). The representations and statements made in this letter are made as an inducement to the Agency in connection with the issuance of the above Bond (the "Bond"). The undersigned acknowledges and represents that it has been advised that the Bond is not registered under the Securities Act of 1933, as amended, and that the Agency is not presently required to register under Section 12 of the Securities and Exchange Act of 1934. The undersigned therefore recognizes that if and when the undersigned may wish to resell the Bond as held by it there may not be any available current business and financial information about the Agency or the project being financed by the Bond. Further the undersigned realizes that no trading market presently exists or is expected to exist for the Bond. The undersigned understands that it may need to bear the risks of an investment in the Bond for an indefinite period of time, since any sale prior to maturity of the Bond may not be possible or may be at a price below that which the undersigned is paying for the Bond.

It is understood that the undersigned has undertaken to verify the accuracy and completeness and truth of any statements made or omitted to be made concerning any of the material facts relating to the Bond and the project being financed and transactions relating thereto, including information regarding the operations and financial condition of redeveloper for said project (the "Redeveloper") and said project. The undersigned has conducted its own investigation and has had discussions with officials of the Agency and Redeveloper.

Exhibit "E"

In connection with the purchase of the Bond, the undersigned hereby acknowledges and represents that the undersigned is acquiring the Bond for its own account for investment and not with a view to the resale or distribution. The undersigned has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond, has financial resources sufficient to sustain the risks related to holding the Bond and is aware of the intended use of the proceeds and risks involved therein.

THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS A LIMITED OBLIGATION OF THE AGENCY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THE RESOLUTION AUTHORIZING THE BOND. THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS NOT AN OBLIGATION OF THE CITY OF Columbus, NEBRASKA, EXCEPT AS TO ITS COMMUNITY DEVELOPMENT AGENCY OF WHICH IT IS A LIMITED OBLIGATION, THAT THE BOND IS NOT AN OBLIGATION OF THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA OR TAXING AUTHORITY THEREOF, OTHER THAN OF SUCH AGENCY, AND THAT NO RIGHT EXISTS TO HAVE TAXES LEVIED BY THE CITY OF Columbus OR THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF PRINCIPAL OF OR INTEREST ON SAID BOND, OTHER THAN SAID TAX INCREMENT REVENUES.

The undersigned acknowledges that it has made its own investigation and inquiry concerning the due corporate authorization and execution of all documents executed and delivered by EKEA, LLC, a Nebraska limited liability, as Redeveloper, related to the Bond and has not relied upon the City or its counsel or special bond counsel concerning any such matters.

The undersigned acknowledges that the amount of the Bond has been established based upon estimated costs of development under the terms of an agreement between Redeveloper and the Agency. Such estimates have been established in order to assure the initial registered owner of the Bond with the fullest anticipated potential benefits related to tax increment revenues and the principal amount and interest thereon as set may not prove payable from such revenues. The undersigned acknowledges that the Agency has not undertaken or contracted in any way that such redevelopment will be commenced or completed and that such undertaking is the sole responsibility of Redeveloper.

The undersigned acknowledges further that the principal amount and interest rate on the Bond have also been established with respect to taxable valuations which are expected to be related to estimated costs and that the final assessment and taxable valuations determined by the

appropriate assessing officials may be materially different from such projected assessment and that such principal amount and interest have also been established based upon estimated taxing rates to apply in the future and that such taxing rates could also be materially different from such estimated rates.

The undersigned acknowledges that it has been advised that interest on the Bond is not exempt from Nebraska state or federal income taxes, and that the City of Columbus, Nebraska, and Agency have not provided any assurances with respect to the tax consequences to the undersigned with respect to the transaction described herein. The undersigned further acknowledges that any future transfer of the Bond may only be made to a subsequent transferee registered owner who is able to execute and does execute a letter similar in form and substance to this investment letter, a copy of which shall have been delivered to the Agency.

Very truly yours,

By: _____

Name: _____

Title: _____

Exhibit "F"
Form of Redevelopment Contract Amendment

AMENDMENT TO REDEVELOPMENT CONTRACT
(THE EKEA, LLC, REDEVELOPMENT PROJECT)

This Redevelopment Contract Amendment (“**Amendment**”) is made and entered into as of the ____ day of _____, 20____, by and between the Community Development Agency of the City of Columbus, Nebraska (the “**Agency**”), and EKEA, LLC, a Nebraska limited liability company (“**Redeveloper**”). The Agency and Redeveloper may be referred to hereinafter as the “**Party**” or collectively as the “**Parties**”.

RECITALS

WHEREAS, Redeveloper and the Agency entered into that certain Redevelopment Contract dated _____, 20____, as approved by the Agency via Resolution No. _____ (the “**Redevelopment Contract**”); and

WHEREAS, pursuant to Section 2 of the Redevelopment Contract, the Parties wish to set forth an additional Phase via this Amendment.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Parties do hereby agree, covenant and warrant as follows:

1. **Recitals; Definitions.** The Parties hereby agree that the Recitals set forth above are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Redevelopment Contract.

2. **Amendment.** Pursuant to Section 2 of the Redevelopment Contract, the Redevelopment Contract shall be and hereby is amended and supplemented as follows:

(a) This Amendment incorporates a new Phase of the Redevelopment Project which shall include the following lot(s) in the Redevelopment Project Area:

[identification of such lot(s) including the legal description of each]

(the “**Lots**”)

(b) The “effective date” (as defined in the Act and the Redevelopment Contract) for the Lots shall be _____, 20____;

(c) The base year valuation for the Lots shall be the year 20____.

(d) The Agency shall file a Notice to Divide on and upon the Lots in conformance with the dates provided herein.

3. **Miscellaneous**. Except as specifically set forth in this Amendment, all terms and conditions in the Redevelopment Contract shall remain in full force and effect and the Redevelopment Contract is hereby ratified by the Parties. This Amendment shall inure to the benefit of and be binding upon the parties to the Redevelopment Contract and their respective successors and assigns. The rights granted hereunder shall run with the land and burden the Phase One Area. This Amendment shall be construed under and in accordance with the laws of the State of Nebraska without regard to principles of conflicts of law. The Agency acknowledges that there has been no Event of Default under the Redevelopment Contract by Redeveloper. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the Parties hereto may execute this Amendment by signing any such counterpart.

(Signatures on following pages)

Exhibit "G"
Right-of-Way Parcels

Parcel 1

A tract of land located in Part Lot 8, Drapers Outlots, to the City of Columbus, Platte County, Nebraska more particularly described as follows:

Commencing at the SE corner NE1/4 SW1/4 Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska and assuming the south line of said SW1/4 to have a bearing of N 89°56'08" E; thence S 00°25'13" W and on the east line SE1/4 SW1/4 said Section 24, 20.00 feet to the Point of Beginning; thence N89°56'08" E, 33.00 feet; thence S 00°25'13" W, 50.00 feet; thence S 89°56'08" W, 33.00 feet; thence N 00°25'13" E, 50.00 feet to the Point of Beginning containing 0.03 acres more or less.

Parcel 2

A tract of land located in the SE1/4 SW1/4 Section 24 T17N, R1W of the 6th P.M., Platte County, Nebraska more particularly described as follows:

Commencing at the SE corner NE1/4 SW1/4 Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska and assuming the south line of said SW1/4 to have a bearing of N 89°56'08" E; thence S 00°25'13" W and on the east line SE1/4 SW1/4 said Section 24, 40.00 feet to the Point of Beginning; S 00°25'13" W, 30.00 feet; thence S 89°56'08" W, 958.70 feet; thence northwesterly 44.90 feet, on a 889.72 foot radius curve concave northeasterly, with a chord bearing and distance of (44.90 feet, N 48°08'35" W); thence N89°56'08" E, 992.37 feet to the Point of Beginning containing 0.68 acres more or less.

3. **Resolution No. R20-57 approving a redevelopment agreement for redevelopment project undertaken by Granville Custom Homes, Inc. as set forth in the Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (The Frontier Park Development Project).**

RESOLUTION NO. R20-57

A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY GRANVILLE CUSTOM HOMES, INC., AS SET FORTH IN THE "AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA (THE FRONTIER PARK REDEVELOPMENT PROJECT)".

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled "Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (The Frontier Park Redevelopment Project)," (the "Plan"); and

WHEREAS, the Council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of the Redevelopment Agreement by and between Granville Custom Homes, Inc., a Nebraska corporation, as redeveloper, and the Agency, with respect to a redevelopment project specified in the Plan (the "Redevelopment Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska, that the Redevelopment Agreement by and between Granville Custom Homes, Inc., a Nebraska corporation, as redeveloper, and the Community Development Agency of the City of Columbus, Nebraska, in the form presented, is hereby acknowledged and approved. The Council President and City Clerk are hereby authorized to execute said Redevelopment Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Council President of the Redevelopment Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Agreement, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael Sandoz


SPECIAL CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE
Administration Office (402) 562-4232 Fax (402) 563-1380

memorandum

DATE: May 28, 2020
TO: Mayor and City Council and City Council sitting as Community Development Agency
FROM: Tara Vasicek, City Administrator 
RE: Redevelopment Agreement for the Armory Neighborhood Redevelopment area, a portion of the Redevelopment Area 9. Frontier Park Redevelopment Project for Housing.

RECOMMENDATION:

Approval of the Redevelopment Agreement to the redevelopment plan for the Armory Neighborhood Redevelopment Area.

DISCUSSION:

The developer, City staff and legal counsel have ensured that the redevelopment agreement reflects the approved redevelopment plan for the project. The redevelopment agreement also complies with all State Statutes for utilization of tax increment financing. The agreement lays out the requirements of the developer, details regarding the issuance of a TIF bond for the project and several contractual terms between the City of Columbus and the developer.

EXHIBIT "A"
Redevelopment Agreement

(See attached)

REDEVELOPMENT CONTRACT
(The Frontier Park Redevelopment Project)

This Redevelopment Contract (“**Redevelopment Contract**”) is made and entered into as of the 1st day of June, 2020, by and between the Community Development Agency of the City of Columbus, Nebraska (the “**Agency**”) and Granville Custom Homes, Inc., a Nebraska corporation (“**Redeveloper**”). The Agency and/or Redeveloper may be referred to hereinafter as the “**Party**” or collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, in conformance with the Nebraska Community Development Law, sections 18-2101 et. seq., of the Nebraska Revised Statutes (the “**Act**”), the Mayor and Council of the City of Columbus, Nebraska (the “**City**”) has adopted and approved a plan entitled “Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (The Frontier Park Redevelopment Project),” as may be amended and supplemented (the “**Plan**”), for the real estate described on Exhibit “A” hereto attached and by such reference incorporated herein (the “**Redevelopment Project Area**”), which is located in the City, and which has previously been declared blighted and substandard or otherwise eligible for redevelopment by the Mayor and Council of the City; and

WHEREAS, the Agency has encouraged and induced Redeveloper to engage in certain development activities and construct improvements in the Redevelopment Project Area and Redeveloper is not willing to incur the substantial investment necessary for such redevelopment of the Redevelopment Project Area without the assistance of tax-increment financing (“**TIF**”) provided by the Agency to Redeveloper in this Redevelopment Contract; and

WHEREAS, Redeveloper pursuant to the Plan is undertaking the phased construction of approximately 63 single-family homes within the Redevelopment Project Area, all as more particularly described in the Plan (collectively, said improvements are referred to in this Redevelopment Contract as the “**Redevelopment Project**”); and

WHEREAS, “**Phase One**” of the Redevelopment Project includes the construction of approximately 24 single-family homes, all as more particularly described in the Plan, Exhibit “B” and Exhibit “C”, attached hereto and incorporated herein; and

WHEREAS, “**Phase Two**” of the Redevelopment Project includes the construction of approximately 13 single-family homes, as more particularly described in the Plan, Exhibit “B” and Exhibit “C”; and

WHEREAS, “**Phase Three**” of the Redevelopment Project includes the construction of approximately 12 single-family homes, as more particularly described in the Plan, Exhibit “B” and Exhibit “C”; and

WHEREAS, "**Phase Four**" of the Redevelopment Project includes the construction of approximately 14 single-family homes, as more particularly described in the Plan, Exhibit "B" and Exhibit "C"; and

WHEREAS, each or any of Phase One, Phase Two, Phase Three, and Phase Four are generally referred to herein as a "**Phase**"; and

WHEREAS, the real property within the Redevelopment Project Area, other than streets and easements for public utilities, is to be privately owned by Redeveloper with the residences or buildable lots to be sold to the public; and

WHEREAS, the Agency proposes to authorize the issuance its tax increment revenue bonds (each, a "**Bond**"), to provide for reimbursement of eligible costs relating to the Redevelopment Project, as shall be more specifically described in a resolution to be adopted by the governing body of the Agency (the "**Resolution**"); and

WHEREAS, Phase One, Phase Two, Phase Three, and Phase Four will occur within a portion of the Redevelopment Area, as shown on Exhibit "B", attached hereto and incorporated herein; and

WHEREAS, Redeveloper seeks the assistance of the Agency for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the Agency to issue the Bond(s) as provided in the Resolution.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and Redeveloper do hereby agree, covenant and warrant as follows:

Section 1. Representations, Warranties and Covenants of Redeveloper.

Redeveloper hereby represents, covenants and warrants as follows:

- (a) Redeveloper is a Nebraska corporation duly organized and existing under the laws of the State of Nebraska, is not in violation of any provisions of its Articles of Incorporation or bylaws, is authorized to enter into and perform its obligations under this Redevelopment Contract and, to the best of the knowledge of Redeveloper, is not in violation of the laws of the State of Nebraska.
- (b) Throughout the term of this Redevelopment Contract, Redeveloper will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Contract and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations). Throughout the term of this Redevelopment Contract and subject to the provisions of Section 19 of this

Redevelopment Contract, in the event of any casualty damage to the Redevelopment Project, as and to the extent owned by Redeveloper, Redeveloper agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Redeveloper agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes.

- (c) Subject to Section 20, Redeveloper shall endeavor in good faith to complete Phase One on or before December 31, 2022.
- (d) Subject to Section 20, Redeveloper shall endeavor in good faith to complete Phase Two on or before December 31, 2024.
- (e) Subject to Section 20, Redeveloper shall endeavor in good faith to complete Phase Three on or before December 31, 2026.
- (f) Subject to Section 20, Redeveloper shall endeavor in good faith to complete Phase Four on or before December 31, 2028.
- (g) Redeveloper will expend an estimated \$17,269,408 on construction of the Redevelopment Project.
- (h) Redeveloper has not received notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the Redevelopment Project Area or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation.
- (i) Redeveloper will use its best efforts to obtain or to cause others to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met for the Redevelopment Project to be lawfully constructed, occupied or operated.
- (j) The execution and delivery of this Redevelopment Contract, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Contract are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.

- (k) To the best of the knowledge of Redeveloper, Redeveloper is not aware of any hazardous waste or other significant environmental pollution condition or hazard existing on or within the Redevelopment Project Area.
- (l) Redeveloper acknowledges and agrees that neither the Agency nor the City shall be obligated to pay any costs related to the Redevelopment Project other than costs to be paid from available grant monies, if any, and Redeveloper hereby undertakes and agrees to pay any and all such cost. All costs (both public and private) of the Redevelopment Project shall be paid in full and there are and shall be no construction liens unpaid against the Redevelopment Project Area or any of the improvements thereon. Redeveloper agrees to provide for the construction of both the Redevelopment Project public and private improvements located within the Redevelopment Project Area as described in the Plan or as described in this Redevelopment Contract, except to the extent that the Agency or the City shall agree otherwise by separate written agreement with Redeveloper.
- (m) Redeveloper agrees and covenants for itself, its successors and assigns that as long as any Bond is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project.
- (n) Redeveloper agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* 2012, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.
- (o) Redeveloper owns or has contracted to purchase the Redevelopment Project Area, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Contract by Redeveloper.
- (p) Any general contractor chosen by Redeveloper or Redeveloper itself shall obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and a penal bond as required by the Act and section 9 of this Redevelopment Contract. The Agency, the City and Redeveloper shall be named as additional insureds on each such policy. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Redevelopment Project to the full insurable value

thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or Redeveloper shall also carry insurance on all stored materials. The contractor or Redeveloper, as the case may be, shall furnish the Agency and the City with a certificate of insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency and the City prior written notice in the event of cancellation of or material change in any of the policies.

- (q) At all times during the term of this Redevelopment Contract, Redeveloper shall maintain policies insuring the improvements located within the Redevelopment Project Area, to the extent owned by the Redeveloper, in an amount equal to at least ninety percent (90%) of their full insurable value.
- (r) The Redevelopment Project is not economically viable without the assistance of TIF and Redeveloper would not construct the Redevelopment Project without TIF.
- (s) Upon full execution of this Redevelopment Contract, Redeveloper shall reimburse the Agency for special counsel fees in the amount of \$10,000 (less any amounts already paid by Redeveloper to Agency), payable to the Agency or Agency's special counsel, for fees incurred in relation to the Plan and this Redevelopment Contract. Special counsel fees incurred by the Agency in relation to the Bond(s) shall be reimbursed in the manner prescribed under Section 8.
- (t) The Redeveloper has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act related to a project in the redevelopment project area. In as much as no such application has been filed, none has been approved.
- (u) No application has been filed with the Department of Revenue requesting a refund of any local option sales tax related to a project in the redevelopment project area.

Section 2. Incorporation of Plan; Agency to Issue Bond.

This Redevelopment Contract hereby incorporates the Plan by this reference. The Agency and Redeveloper anticipate that the Redevelopment Project and related construction will be undertaken and constructed in four (4) Phases. Each Phase may include multiple subphases. The Parties anticipate that a total of one (1) Bond will be issued for each Phase (i.e., four (4) total Bonds). Each Phase, or subphase thereof, of the Redevelopment Project will specifically identify the lots within the Redevelopment Project Area that will be developed in that Phase or subphase. Each Phase, or subphase thereof, will have a different "**effective date**" (as defined in the Act) for the division of ad valorem taxes along with a new increment period. The increment for each Phase, or subphase thereof, will end after the applicable 15 year period or at the maturity date of the Bond(s), whichever occurs first. The applicable effective dates will be established by Redevelopment Contract Amendments (defined below).

In accordance with Section 18-2147 of the Act and the terms of the Resolution(s), the Agency hereby provides that any ad valorem tax on any lot or lots located in the Redevelopment Project Area which is/are properly identified from time to time by the Redeveloper (such Lot or Lots being referred to hereafter as a “**Subphase**”) for the benefit of any public body be divided as set forth below. The Redeveloper shall identify such lot or lots in the form of amendment in substantially the form attached hereto as Exhibit “D” (each, a “**Redevelopment Contract Amendment**”). The applicable ad valorem tax shall be divided for a period of fifteen (15) years (for each Subphase), or less as set forth herein and/or in such notice, after the effective date set forth in the applicable Redevelopment Contract Amendment, consistent with the Redevelopment Plan.

In order to provide for payment of some of the TIF-eligible costs for the Redevelopment Project set forth in the Plan and this Redevelopment Contract, as described in Exhibit “C”, attached hereto and incorporated herein (the “**Eligible Costs**”), the Agency shall proceed to issue the Bond(s) on a form approved by the Agency, in the following principal amounts at an interest rate not to exceed eight percent (8.0%):

Phase One:	\$995,069
Phase Two:	\$551,317
Phase Three:	\$514,424
Phase Four:	\$568,546

Notwithstanding the foregoing, given the extensive period of construction and the unknowns associated with market demand inherent thereto, this Redevelopment Contract contemplates that the number of Bonds, and principal amounts and interest rates associated thereto, may be increased or lowered; provided that the aggregate principal amount for all Bonds shall not exceed the total Eligible Costs incurred and certified by Redeveloper, and the aggregate future value of the Bonds shall not exceed \$4,516,938, in accordance with the amortization table provided in Exhibit “C”. The final principal and interest amount comprising the Bond(s) shall be determined by the Agency and set forth in the Resolution(s).

The Bond(s) shall constitute a limited obligation of the Agency payable exclusively from that portion of the incremental ad valorem real estate taxes generated from the Redevelopment Project pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) years from the effective date of each Subphase. Upon receipt, the Agency shall deposit the proceeds of the Bond(s) with the City Treasurer of the City, pursuant to the Resolution(s), and said Treasurer shall disburse said proceeds to the holder of the Bond(s) to provide for reimbursement of all or a portion of the costs of the Eligible Costs, to the extent paid by Redeveloper, as evidenced by paid invoices or other evidence acceptable to the Agency.

Unless otherwise determined by the governing body of the Agency, the proceeds of the Bond(s) shall be applied to the costs described above. Unless otherwise determined appropriate by the Agency, the Bond(s) shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes.

Provided that Redeveloper is then in compliance with the terms and conditions of this Redevelopment Contract and applicable law, the Agency shall be obligated to execute the appropriate Redevelopment Contract Amendments and otherwise comply with the terms of this Section for the capture of the tax increment for the applicable portion of the Redevelopment Project Area. Specifically, provided a Redevelopment Contract Amendment is delivered to the Agency no later than July 1 of the calendar year of the effective date of such Subphase (or later if allowed in the sole discretion of the Agency; but in no event later than July 20th of such year), the Agency shall: (a) execute the Redevelopment Contract Amendment, and (b) file before August 1 of such year a "Notice to Divide Tax for Community Redevelopment Project" for such Subphase with the office of the Platte County Assessor, without requirement of additional hearings or public notice.

Section 3. Covenants With Respect to Taxation of Redevelopment Project Area.

Redeveloper agrees with respect to the Redevelopment Project as follows:

- (a) Until the termination of this Redevelopment Contract (as described in Section 18 hereof), the Redevelopment Project shall be operated for the use substantially similar to that contemplated in the Plan and no sale or conveyance of such property shall be made to any person or entity for ownership or use which would cause the real property within the Redevelopment Project Area to be eligible for exemption from ad valorem taxes under Section 77-202 R.R.S. Neb. 2009, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot.
- (b) Redeveloper intends to create a taxable real property valuation of the Redevelopment Project Area of the lesser of: \$275,000 per residential lot, the initial sale price at the time such residential lot is sold to a third-party purchaser, or \$17,325,000 for the entire Redevelopment Project Area upon completion of the final Subphase (the "**Minimum Valuation**"). During the period that any Bond is outstanding, Redeveloper, its successors and assigns, excluding subsequent third-party purchasers of the single-family homes, will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes at or below the Minimum Valuation.
- (c) If Redeveloper has monetized the Bond(s) by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such lender. If, during the period of this Redevelopment Contract and after the filing of a notice to divide, a portion of the Redevelopment Project Area is assessed at less than the Minimum Valuation, Redeveloper agrees to defer receipt of any shortfall in TIF revenues caused thereby. If Redeveloper is required to defer the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent incremental ad valorem taxes later become available during the fifteen (15) year period prescribed by the Act (for

each Subphase) in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper shall forgive any such shortfall amounts not reimbursed at the end of the fifteen (15) year period prescribed by the Act (for each Subphase).

- (d) Redeveloper, its successors and assigns, excluding subsequent third-party purchasers of the single-family homes, further agree as follows:
 - (i) to pay all local ad valorem real estate taxes for the Redevelopment Project Area as levied and assessed before the same become delinquent; and
 - (ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Redevelopment Project or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and
 - (iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any law of the State of Nebraska or federal law with respect to the Redevelopment Project; and
 - (iv) to pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become payable with respect to the Redevelopment Project; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body; and
 - (v) to retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by Redeveloper in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which ad valorem taxes were divided in relation to the Redevelopment Project and provide such copies to the City as needed to comply with the City's retention requirements under section 18-2117.04.

Section 4. Release and Indemnification.

Redeveloper hereby releases from and covenants and agrees that the Agency and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for

purpose of this Section 4, collectively the “**Indemnified Parties**”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Redevelopment Project Area. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the willful misconduct of the Agency or the City.

Additionally, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Indemnified Parties on the Bond(s) or any indebtedness contemplated hereunder shall be limited solely to the incremental ad valorem taxes generated from the Redevelopment Project pledged as security for such indebtedness. Specifically, but without limitation, the Indemnified Parties shall not be liable to Redeveloper or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

Section 5. Covenants to Run with the Land; Easement; Recording of Redevelopment Contract.

Redeveloper and Agency agree and acknowledge that this Redevelopment Contract and the undertakings of Redeveloper and the Agency as herein provided for shall be considered as and constitute covenants running with the land binding upon Redeveloper and the Agency and their successors and assigns and upon each successive owner of the Redevelopment Project Area or any portion thereof. Redeveloper hereby acknowledges and agrees that by the terms of this Redevelopment Contract it is binding and obligating any and all of its interest in the Redevelopment Project Area, now or hereafter acquired, and hereby covenants and warrants for the benefit of the Agency and the registered owner of the Bond(s) that Redeveloper shall defend such interest in the Redevelopment Project Area against the claims and interests of any and all persons. Redeveloper and the Agency agree and acknowledge that a memorandum of this Redevelopment Contract, in substantially the same form attached as Exhibit "E", shall be recorded at the expense of Redeveloper against all real estate located in the Redevelopment Project Area and shall remain of record until the Bond(s) have been paid in full or matured. The Agency shall have the authority to execute such memorandum(s) without additional public determinations or meetings. As and to the extent that this Redevelopment Contract does not have priority by order of recording over each and every mortgage or other instrument securing indebtedness of Redeveloper, Redeveloper hereby agrees to obtain the written agreement in recordable form from each mortgagee or other encumbrancer having any such priority, which written form acknowledges and agrees to the terms of this Redevelopment Contract. Redeveloper agrees to provide the Agency with a title report or other evidence as to the status of title to the Redevelopment Project Area, or relevant portions thereof, after the recording of the memorandum of this Redevelopment Contract and before the issuance of the Bond(s). After the Bond(s) have been paid in full, Redeveloper or any successor or assign of Redeveloper shall have the right to request in writing and the Agency shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Redevelopment Contract and of the covenants and undertakings herein provided. The Agency shall have the right, from time to time in its sole and reasonable discretion, to release specific parcels or lots located within the

Redevelopment Project Area from any or all of the specific provisions of this Redevelopment Contract.

Section 6. Default and Remedies upon Default.

Subject to Section 20 of this Redevelopment Contract, Redeveloper and Agency agree with respect to any defaults or failures of performance by Redeveloper or Agency as follows:

- (a) The following shall constitute “**Events of Default**” under the terms of this Redevelopment Contract:
 - (i) failure by Redeveloper or Agency to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Redevelopment Contract;
 - (ii) any representation or warranty made herein by Redeveloper or Agency proves untrue in any respect reasonably deemed to be material by the Agency or Redeveloper;
 - (iii) an event of default or material breach by or attributable to Redeveloper or Agency relating to the Redevelopment Project or any portion thereof, including, without limitation, breach of the terms of any agreement or other instrument relating to the financing or construction thereof; or
 - (iv) Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of Redeveloper or any part of its property or commences any proceeding related to Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Redeveloper any such proceedings and Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for Redeveloper or any part of its property or suffers any such receivership or trusteeship.
- (b) Whenever an Event of Default occurs, in addition to all other remedies available to the Agency or Redeveloper at law or in equity, the Agency or Redeveloper may take such action at law or in equity as the Agency or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Contract; provided that the remedy of specific performance against Redeveloper shall not include or be construed to include the covenant to build or construct the Redevelopment Project.

- (c) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than thirty (30) days after written notice from the Agency to Redeveloper of such Event of Default, the City or Agency shall have the right, but not the obligation, to cure such breach on behalf of Redeveloper with respect to the construction of the improvements characterized as Eligible Costs. If the City or Agency elects to cure a breach of Redeveloper, Redeveloper shall reimburse the City or Agency for the documented and reasonable costs of curing Redeveloper's breach within 30 days of demand from City or Agency given to Redeveloper. If Redeveloper's breach can be cured by the payment of Eligible Costs, the City or Agency may cure such defect and obtain reimbursement, without notice to Redeveloper, via a set off to the principal amount of the Bond(s) equal to the Eligible Costs expended by the City or Agency. The Eligible Costs expended by the City or Agency must be certified by the City or Agency to the holder of the grant proceeds and all subsequent distributions of grant proceeds shall be distributed to the City or Agency, as applicable, until such Eligible Costs expended by the City or Agency have been reimbursed in full. Interest shall accrue on the amount expended by the City or Agency at the rate provided in the Bond(s) and such interest shall commence from the date that the Agency gives notice to Redeveloper of Redeveloper's Event of Default.
- (d) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than sixty (60) days after written notice from the Agency to Redeveloper of such Event of Default, the aggregate amount of all grants paid to Redeveloper (including principal and interest) for improvements shall stand forfeited and Redeveloper shall be required to repay the same to the Agency within thirty (30) days' written demand thereof.
- (e) No remedy herein conferred upon or reserved to the Agency or the registered owner of the Bond(s) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Redevelopment Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- (f) If any provision of this Redevelopment Contract is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- (g) Anything in this Section 6 to the contrary notwithstanding, none of the events described in subsection 6(a) above shall constitute an Event of Default after

Redevelopment Project has been completed and the proceeds of the Bond(s) have been disbursed in full.

- (h) Notwithstanding anything to the contrary contained herein, the City and the Agency acknowledge that Redeveloper intends to sell the individual lots to separate third party homeowners. Any action or inaction by any said separate third party homeowner(s) shall not constitute an Event of Default by Redeveloper.

Section 7. Status of Agency and City.

Neither the Agency nor the City is or shall be regarded as the partner, joint venturer or other jointly acting party with Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the Agency herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. Redeveloper acknowledges that Redeveloper or its successors, purchasers and assigns are and shall remain in control of the Redevelopment Project for all purposes provided that Redeveloper acknowledges and agrees that the City is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving the Redevelopment Project.

Section 8. Manner of Sale of Bond.

Redeveloper agrees either to purchase the Bond(s) for the principal amount thereof or to find a purchaser for the Bond(s) upon terms and conditions acceptable to the Agency. Neither the Agency nor the City under the terms of this Redevelopment Contract undertakes any responsibility with respects to the sale or placement of the Bond(s). Any such sale or placement of the Bond(s) shall be by means of a private placement to a financial institution or other institutional buyer capable of evaluating the risks of investment in the Bond(s) or to Redeveloper. Any such purchaser, including Redeveloper, shall provide to the Agency an investment letter setting forth the understanding as to purchase for investment and not for any further distribution, in substantially the same form as Exhibit "F". The loan to be accomplished by this section, and the obligation of the Agency to remit the TIF revenues for the Redevelopment Project as debt service on the Bond(s), may be accomplished by offset so that no bankable currency is exchanged between the Parties at closing of the Bond(s), excluding other payments required hereunder. If the Agency so requests, Redeveloper shall, from time to time, furnish the Agency with satisfactory evidence as to the use and application of the TIF revenues.

In addition to the reimbursement required under Section 1(s) of this Redevelopment Contract, Redeveloper shall reimburse the Agency for its bond counsel fees in an amount equal to \$5,000 for each Bond that is issued prior to the issuance of such Bond(s). Such reimbursement(s) shall be payable directly to the Agency or Agency's special counsel, at the direction of the Agency.

Section 9. Indemnification and Penal Bond

Redeveloper hereby agrees to indemnify and save the Agency and City harmless for any payment or liability to which the Agency or City may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. Redeveloper agrees to provide to the Agency evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act.

Section 10. Additional Parties Added as Redeveloper.

The Parties specifically agree that additional parties or entities may be admitted to and included within the meaning of the term “Redeveloper” upon the mutual written consent of both Parties.

Section 11. Redevelopment Contract Binding Upon Successors and Assigns.

This Redevelopment Contract is made for the benefit of Redeveloper, the Agency and the registered owners from time to time of the Bond(s) as third party beneficiaries. This Redevelopment Contract shall be binding upon the Agency and Redeveloper, and any successors or assigns thereof. Redeveloper may assign its interest in the Redevelopment Project only upon receipt of prior written consent from the Agency. The Agency and Redeveloper acknowledge and agree that, in the event Redeveloper assigns its rights and obligations under this Redevelopment Contract, in whole or in part, to any assignee, Redeveloper and the assignee shall both be bound by the terms of the Plan and this Redevelopment Contract (as and to the extent of any such assignment with respect to the Assignee). No assignment by Redeveloper to the Assignee shall be effective until a written instrument binding the Assignee under the terms of the Plan and this Redevelopment Contract (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and delivered by the Assignee and recorded in the real estate records of Platte County, Nebraska, with respect to the Redevelopment Project Area.

Section 12. Titles of Sections.

Any titles of the several Sections of this Redevelopment Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 13. Notices.

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

- (a) in the case of Redeveloper, if mailed to or delivered personally to:

Granville Custom Homes, Inc.
Attention: Steven Ramaekers
4514 Howard Boulevard
Columbus, NE 68601

- (b) in the case of Agency, if mailed to or delivered personally to:

Community Development Agency
Offices of the City of Columbus, Nebraska
Attention: Columbus City Clerk
2424 14th St.
P.O. Box 1677
Columbus, NE 68602

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at the addresses specified in this Section 13 or at any such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other Party as provided in this section.

Section 14. Severability.

If any provision of this Redevelopment Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Redevelopment Contract shall not affect the remaining portions of this Redevelopment Contract or any part thereof.

Section 15. Counterparts.

This Redevelopment Contract may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 16. Law Governing.

The Parties agree that this Redevelopment Contract shall be governed and construed in accordance with the laws of Nebraska.

Section 17. Time of the Essence.

Time shall be of the essence of this Redevelopment Contract.

Section 18. Termination.

This Redevelopment Contract shall commence as of the date first above written and shall automatically terminate (if not otherwise terminated earlier pursuant to the terms of this Redevelopment Contract) upon the earlier of maturity of the Bond(s) or payment of all principal and interest owed toward the Bond(s).

Section 19. Force Majeure Event.

Neither Redeveloper nor the Agency shall be considered in breach of, or in default in its obligations with respect to any of the obligations under this Redevelopment Contract in the event that an enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by a Party that is proximately caused by acts of God, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of Redeveloper or the Agency, as the case may be, shall be extended for the period of the enforced delay as determined by the mutual agreement of Redeveloper and the Agency; provided, that Redeveloper or the Agency, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the Agency (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 20. Changes to Schedule; Default limited to Phase; Partial Completion of Redevelopment Project.

Notwithstanding anything to the contrary in this Redevelopment Contract, the Parties acknowledge and agree that the anticipated start dates and completion dates for each Phase are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. Additional Phases or Subphases spanning a number of years beyond the anticipated completion dates listed above may be necessary as a result of such extraneous conditions or factors; provided that the final Subphase of the Redevelopment Project shall be completed no later than December 31, 2030. Further, based upon the specific circumstances surrounding the Covid-19 pandemic ongoing at the time of this Redevelopment Contract, and the uncertainty stemming therefrom related to future market conditions and Redeveloper's ability to conduct normal day-to-day business, the construction start date for Phase One may be delayed until the 2022 calendar year in Redeveloper's sole and absolute discretion. Such delay would cause a commensurate delay in the subsequent Phases, and such occurrence is specifically acknowledged and permitted in accordance with the parameters of this Section; provided that the final Subphase of the Redevelopment Project shall be completed no later than December 31, 2030.

Redeveloper and the Agency acknowledge and agree that any Event of Default with respect to a certain Phase shall not trigger an Event of Default for any other Phase; provided the Parties are in conformance with the terms of this Redevelopment Contract with respect to such other Phases. Further, in the event Redeveloper does not complete or does not intend to complete an entire Phase, Redeveloper shall notify the Agency of the same in writing as soon as reasonably practicable. Provided that Redeveloper has constructed all necessary public and private improvements for the reduced number of single-family homes comprising such Phase and is otherwise in compliance with the terms of this Redevelopment Contract with respect to such Phase, the occurrence thereof shall not constitute an Event of Default, and subsequent to the Agency's receipt of the aforementioned written notice from Redeveloper, the principal amount on the Bond for such Phase shall be reduced in proportion with the amount of uncompleted single-family homes for such Phase (in comparison to the estimated number of single-family homes built during each Phase provided herein).

Section 21. Effect of Redevelopment Contract.

This Redevelopment Contract (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Contract shall be of any force and effect.

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GRANVILLE CUSTOM HOMES, INC.,
a Nebraska corporation

By: Steven Ramackers

Name: Steven Ramackers

Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF Platte)

The foregoing instrument was acknowledged before me this 26th day of May, 2020, by Steven Ramackers of Granville Custom Homes, Inc., a Nebraska corporation, on behalf of the corporation.



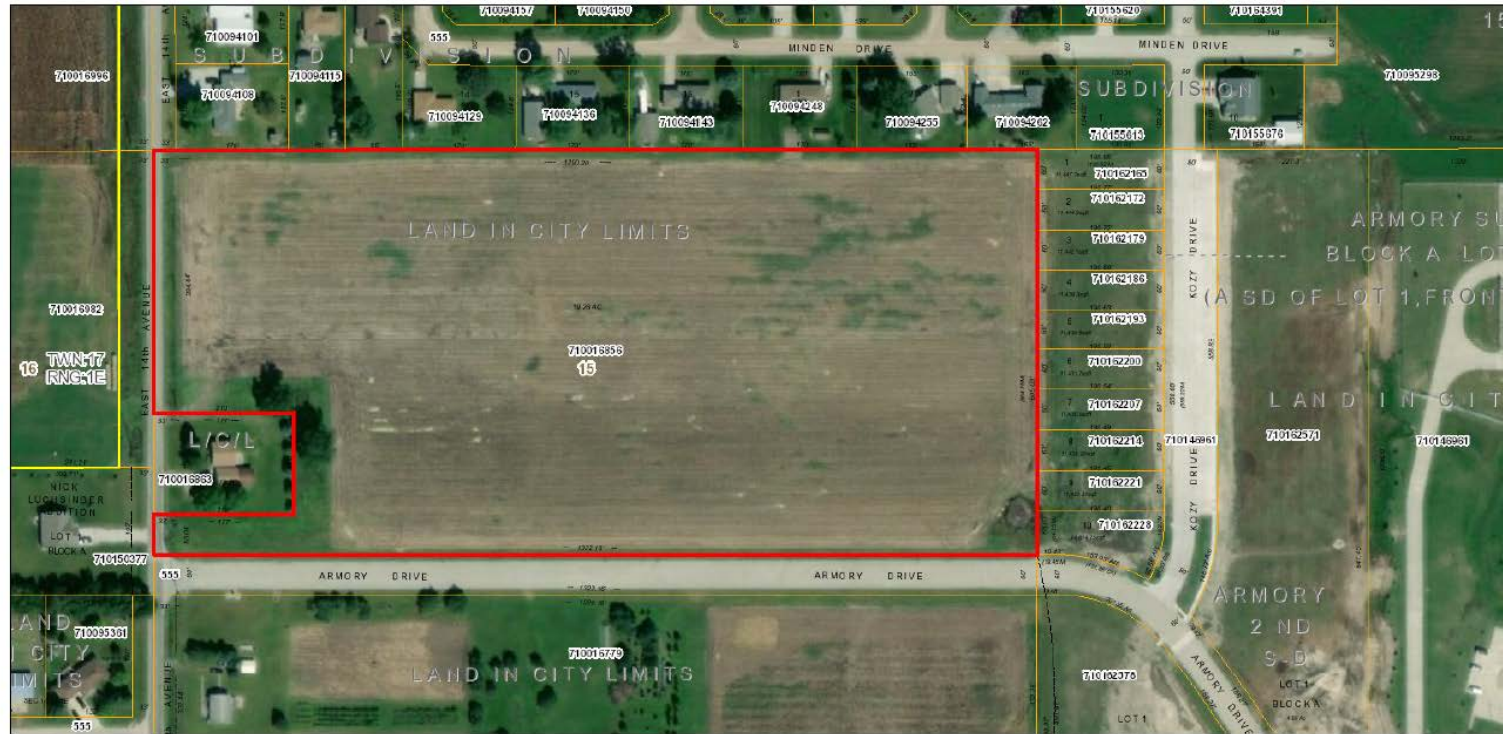
Tammy Proski
Notary Public

Exhibit "A"
Redevelopment Project Area

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N88°02'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 32.83 FEET TO THE SOUTHWEST CORNER OF JOHANNES 1ST SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS; THENCE CONTINUING N88°02'45"E ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 12 AND 13 OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 341.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE N88°05'39"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 14 THROUGH 16 INCLUSIVE, OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 509.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE N87°59'52"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 1 THROUGH 3 INCLUSIVE OF JOHANNES 2ND SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS, A DISTANCE OF 439.59 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S01°49'41"E ON THE EAST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 606.36 FEET TO THE NORTH RIGHT OF WAY LINE OF ARMORY DRIVE AS DESCRIBED IN DEED BOOK 222, PAGE 1182 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE S88°07'05"W ON SAID NORTH RIGHT OF WAY LINE, PARALLEL WITH AND 60.00 FEET DISTANT FROM THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1322.20 FEET TO THE WEST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 60.03 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 207, PAGE 992 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE N89°03'59"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 210.06 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N01°55'12"W ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 149.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S89°04'09"W ON THE NORTH LINE OF SAID TRACT, A DISTANCE OF 210.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 394.76 FEET TO THE POINT OF BEGINNING, CONTAINING 17.66 ACRES, MORE OR LESS.

* If the Redevelopment Project Area is re-platted subsequent to the execution of this Redevelopment Contract, the above legal description shall be replaced with the legal description provided in the re-plat of the Redevelopment Project Area approved by the City.

Depiction (outlined in red):

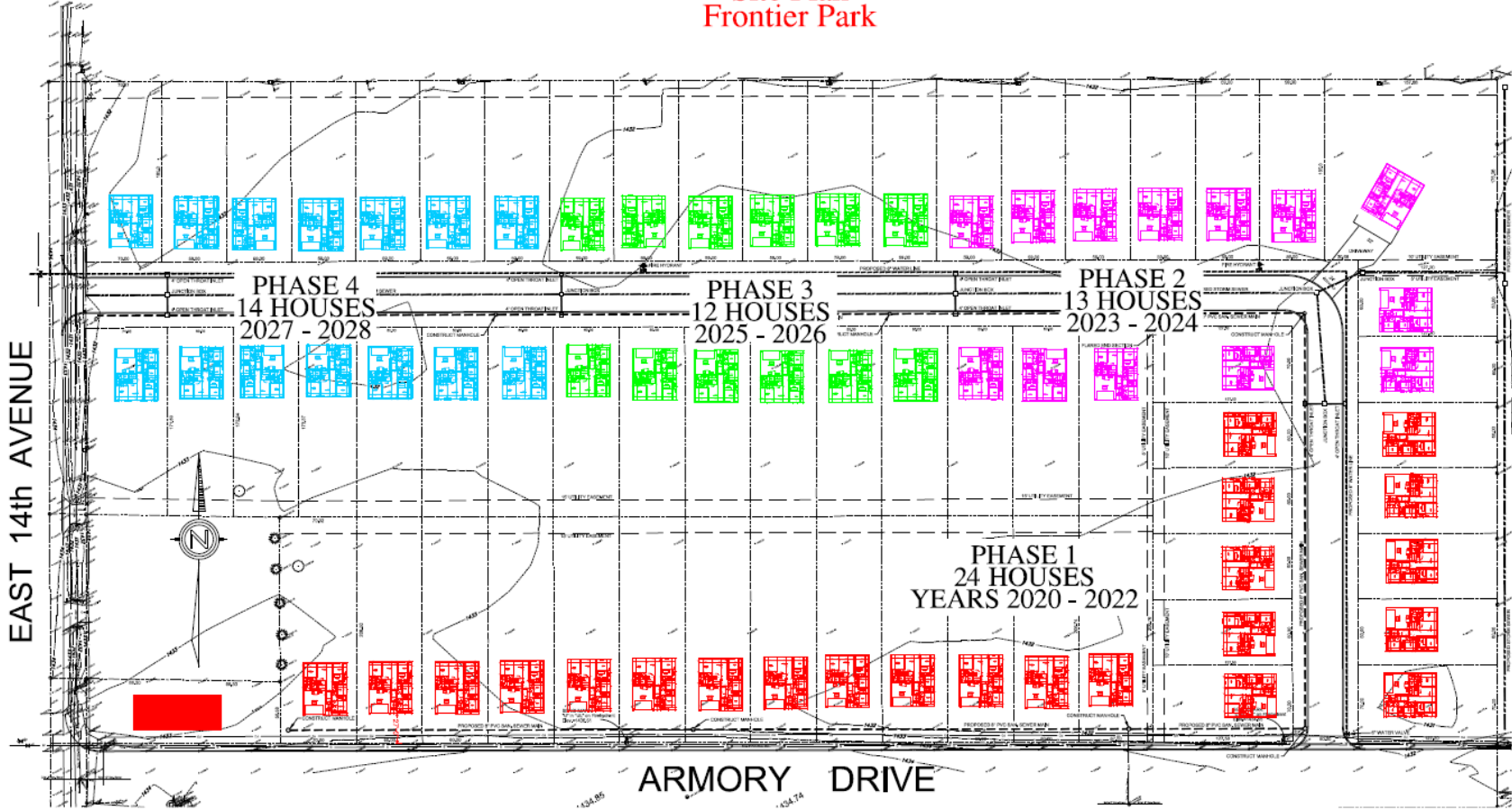


* Any discrepancies between the above legal description and depiction should be decided in favor of the legal description.

Exhibit "A"

Exhibit "B"
Redevelopment Project Conceptual Site Plan

Site Plan
Frontier Park



* The above is a preliminary site plan and is subject to change.

Exhibit "C"
Redevelopment Project Description and Projected TIF Sources and Uses

Phase One of the Redevelopment Project will consist of the construction of approximately 24 single-family homes.

Phase Two of the Redevelopment Project will consist of the construction of approximately 13 single-family homes.

Phase Three of the Redevelopment Project will consist of the construction of approximately 12 single-family homes.

Phase Four of the Redevelopment Project will consist of the construction of approximately 14 single-family homes.

The Redevelopment Project will require incurring Eligible Costs as detailed below and in the Plan.

Projected Sources and Assumptions:

Base Value:	\$4,055 (per lot) un-platted; \$30,000 (per lot) platted
Number of units:	63
Final Value:	\$275,000 (per lot)
Tax Levy (2019):	1.893994
Bond Amounts:	Phase One: \$995,069; Phase Two: \$551,317; Phase Three: \$514,424; Phase Four: \$568,546
Interest Rate:	8.00%

Notes Related to Assumptions:

- 1. The assessed value of the Redevelopment Project Area for 2019 was \$255,450.*
- 2. The Redevelopment Project Area will be re-platted into 63 lots. The Redevelopment Project Area will be re-platted on a Phase-by-Phase basis. It is anticipated that the base value for each lot prior to re-platting will be approximately \$4,055, and the base value for each lot subsequent to re-platting will be approximately \$30,000. Accordingly, the base value for each lot during the first Subphase of each Phase is anticipated to be \$4,055, and \$30,000 per lot for subsequent Subphases; provided that Redeveloper intends to re-plate the Phase One area in two parts, so each lot associated with the second Subphase of Phase Two will have a base value of \$4,055.*
- 3. As represented by the base value in the amortization table in Exhibit "E", Redeveloper anticipates the following base values:*

Phase One

<i>Subphase 1:</i>	<i>13 lots \$4,055 base value each</i>
<i>Subphase 2:</i>	<i>7 lots \$4,055 base value each</i>
<i>Subphase 3:</i>	<i>4 lots \$30,000 base value each</i>

Phase Two

Subphase 1: 10 lots \$4,055 base value each

Subphase 2: 3 lots \$30,000 base value each

Phase Three

Subphase 1: 10 lots \$4,055 base value each

Subphase 2: 2 lots \$30,000 base value each

Phase Four

Subphase 1: 10 lots \$4,055 base value each

Subphase 2: 4 lots \$30,000 base value each

4. *The projected tax increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

Amortization:

Phase	1	2	3	4
Number of Subphases	3	2	2	2
Effective Date(s)	SP1: 2021 SP2: 2022 SP3: 2023	SP1: 2024 SP2: 2025	SP1: 2026 SP2: 2027	SP1: 2028 SP2: 2029
# of Units (Single Family)	24	13	12	14
TIF Period	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)
Base Value (all Subphases)	\$201,100	\$130,550	\$100,550	\$160,550
Completed Value (all Subphases)	\$6,600,000	\$3,575,000	\$3,300,000	\$3,850,000
Total Taxes per year (all Subphases)	\$125,003	\$67,710	\$62,501	\$72,918
Tax Increment per year (all Subphases)	\$121,194	\$65,238	\$60,598	\$69,878
Less 1% fee	\$119,822	\$64,568	\$59,992	\$69,180
Total Increment over TIF Period (all Subphases)	\$1,797,330	\$968,790	\$899,880	\$1,037,700
Phase Years	SP1: 1 to 15 SP2: 2 to 16 SP3: 3 to 17	SP1: 4 to 18 SP2: 5 to 19	SP1: 6 to 20 SP2: 7 to 21	SP1: 8 to 22 SP2: 9 to 23
TIF Indebtedness	\$995,069	\$551,317	\$514,424	\$568,546
Future Value of TIF Indebtedness at 8%	\$1,679,748	\$968,790	\$899,880	\$968,520

* The above figures are projections and subject to change.

Projected TIF Uses:

Phase One Uses:

Eligible Expenses_Frontier Park Phase 1	
Land acquisition	\$220,500
Sewer	\$83,430
Water	\$46,580
Dewatering	\$20,000
Grading / Fill	\$160,000
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$31,500
Electrical Infrastructure	\$48,000
Sidewalks	\$12,180
Paving Assessment East 14th Ave	\$15,000
contingencies	\$90,303
Engineering / surveying / platting	\$35,000
Legal fees	\$5,000
City Legal Fees	\$15,000
TOTAL:	\$1,013,333

Phase Two Uses:

Eligible Expenses_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City legal fees	\$5,000
TOTAL:	\$608,692

Phase Three Uses:

Eligible Expenses_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
contingencies	\$54,349
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
TOTAL:	\$577,837

Phase Four Uses:

Eligible Expenses_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$20,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
TOTAL:	\$569,246

* The above figures are only estimates of the Eligible Costs and such actual costs will be reflected in the cost certifications required under Section 2 of the Redevelopment Contract.

Exhibit "D"
Form of Redevelopment Contract Amendment

AMENDMENT TO REDEVELOPMENT CONTRACT
(THE FRONTIER PARK REDEVELOPMENT PROJECT)

This Redevelopment Contract Amendment (“**Amendment**”) is made and entered into as of the ____ day of _____, 20____, by and between the Community Development Agency of the City of Columbus, Nebraska (the “**Agency**”), and Granville Custom Homes, Inc., a Nebraska corporation (“**Redeveloper**”). The Agency and Redeveloper may be referred to hereinafter as the “**Party**” or collectively as the “**Parties**”.

RECITALS

WHEREAS, Redeveloper and the Agency entered into that certain Redevelopment Contract dated _____, 20____, as approved by the Agency via Resolution No. _____ (the “**Redevelopment Contract**”); and

WHEREAS, pursuant to Section 2 of the Redevelopment Contract, the Parties wish to set forth an additional Subphase via this Amendment.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Parties do hereby agree, covenant and warrant as follows:

1. **Recitals; Definitions.** The Parties hereby agree that the Recitals set forth above are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Redevelopment Contract.

2. **Amendment.** Pursuant to Section 2 of the Redevelopment Contract, the Redevelopment Contract shall be and hereby is amended and supplemented as follows:

(a) This Amendment incorporates a new Subphase of the Redevelopment Project which shall include the following lot(s) in the Redevelopment Project Area:

[identification of such lot(s) including the legal description of each]

(the “**Lots**”)

(b) The “effective date” (as defined in the Act and the Redevelopment Contract) for the Lots shall be _____, 20____;

(c) The base year valuation for the Lots shall be the year 20____.

(d) The Agency shall file a Notice to Divide on and upon the Lots in conformance with the dates provided herein.

3. **Miscellaneous**. Except as specifically set forth in this Amendment, all terms and conditions in the Redevelopment Contract shall remain in full force and effect and the Redevelopment Contract is hereby ratified by the Parties. This Amendment shall inure to the benefit of and be binding upon the parties to the Redevelopment Contract and their respective successors and assigns. The rights granted hereunder shall run with the land and burden the Lots. This Amendment shall be construed under and in accordance with the laws of the State of Nebraska without regard to principles of conflicts of law. The Agency acknowledges that there has been no Event of Default under the Redevelopment Contract by Redeveloper. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the Parties hereto may execute this Amendment by signing any such counterpart.

(Signatures on following pages)

Exhibit "E"
Form of Redevelopment Contract Memorandum for Recording

MEMORANDUM OF REDEVELOPMENT CONTRACT

This Memorandum of Redevelopment Contract ("Memorandum") is made this ___ day of _____, 2020, by and between the Community Development Agency of the City of Columbus, Nebraska ("Agency") and Granville Custom Homes, Inc., a Nebraska corporation ("Redeveloper").

1. **Redevelopment Contract.** Agency and Redeveloper have entered into that certain Redevelopment Contract dated as of _____, 2020 ("Redevelopment Contract"), describing the public and private improvements being made by the Redeveloper in the Redevelopment Project Area, including the real property owned by Redeveloper and legally described on Exhibit 1, attached hereto and incorporated herein.

2. **Tax Increment Financing.** The Redevelopment Contract provides for the capture of the tax-increment financing ("TIF") revenues by the Agency of the improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the effective date (as defined in the Nebraska Community Development Law) of each Subphase of the Redevelopment Project. The TIF revenues so captured by the Agency shall be used to reimburse Redeveloper for construction of the Eligible Costs described in the Redevelopment Contract via debt service payments on a TIF bond or bonds issued by the Agency.

3. **Redevelopment Project Valuation.** The Redevelopment Contract establishes that Redeveloper, its successors and assigns, will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes, of less than \$275,000 per residential lot, the initial sale price at the time such residential lot is sold to a third-party purchaser, or \$17,325,000 for the entire Redevelopment Project Area following completion of the final Subphase.

4. **Remaining Terms.** The rest and remaining terms of the Redevelopment Contract are hereby incorporated into this Memorandum as if they were set forth in full. All capitalized terms in this Memorandum that are not otherwise defined herein shall have the same meaning as set forth in the Redevelopment Contract. A full and correct copy of the Redevelopment Contract may be inspected at the Agency offices in Columbus, Nebraska.

5. **Termination of Memorandum.** Unless terminated sooner in accordance with the terms of the Redevelopment Contract, this Memorandum shall be deemed to automatically terminate and be released from the above-described real property upon the payoff or maturity of the Bond(s).

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ and _____, the Chairperson and Secretary, respectively, of the Community Development Agency of the City of Columbus, Nebraska, on behalf of said agency.

(S E A L)

Notary Public

GRANVILLE CUSTOM HOMES, INC.,
a Nebraska corporation

By: Steven Ramaekers
Name: Steven Ramaekers
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF Platte)

The foregoing instrument was acknowledged before me this 26th day of May, 2020, by Steven Ramaekers the President of Granville Custom Homes, Inc., a Nebraska corporation, on behalf of the corporation.

(S E A L)



Tammy Proski
Notary Public

EXHIBIT 1 TO MEMORANDUM OF REDEVELOPMENT CONTRACT
Redevelopment Project Area

Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N88°02'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 32.83 FEET TO THE SOUTHWEST CORNER OF JOHANNES 1ST SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS; THENCE CONTINUING N88°02'45"E ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 12 AND 13 OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 341.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE N88°05'39"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 14 THROUGH 16 INCLUSIVE, OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 509.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE N87°59'52"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 1 THROUGH 3 INCLUSIVE OF JOHANNES 2ND SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS, A DISTANCE OF 439.59 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S01°49'41"E ON THE EAST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 606.36 FEET TO THE NORTH RIGHT OF WAY LINE OF ARMORY DRIVE AS DESCRIBED IN DEED BOOK 222, PAGE 1182 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE S88°07'05"W ON SAID NORTH RIGHT OF WAY LINE, PARALLEL WITH AND 60.00 FEET DISTANT FROM THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1322.20 FEET TO THE WEST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 60.03 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 207, PAGE 992 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE N89°03'59"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 210.06 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N01°55'12"W ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 149.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S89°04'09"W ON THE NORTH LINE OF SAID TRACT, A DISTANCE OF 210.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 394.76 FEET TO THE POINT OF BEGINNING, CONTAINING 17.66 ACRES, MORE OR LESS.

* If the Redevelopment Project Area is re-platted subsequent to the execution of this Redevelopment Contract, the above legal description shall be replaced with the legal description provided in the re-plat of the Redevelopment Project Area approved by the City.

Exhibit "F"
Form of Investor Letter

_____, 20__

Community Development Agency
Offices of the City of Columbus
Attention: City Treasurer
309 N 5th St
Columbus, NE 68701

Re: Tax Increment Revenue Bond (Frontier Park Redevelopment Project –
Phase ____), Series 20__

Ladies and Gentlemen:

The undersigned is the initial registered owner of the above Bond issued by the Community Development Agency of the City of Columbus, Nebraska (the "Agency"). The representations and statements made in this letter are made as an inducement to the Agency in connection with the issuance of the above Bond (the "Bond"). The undersigned acknowledges and represents that it has been advised that the Bond is not registered under the Securities Act of 1933, as amended, and that the Agency is not presently required to register under Section 12 of the Securities and Exchange Act of 1934. The undersigned therefore recognizes that if and when the undersigned may wish to resell the Bond as held by it there may not be any available current business and financial information about the Agency or the project being financed by the Bond. Further the undersigned realizes that no trading market presently exists or is expected to exist for the Bond. The undersigned understands that it may need to bear the risks of an investment in the Bond for an indefinite period of time, since any sale prior to maturity of the Bond may not be possible or may be at a price below that which the undersigned is paying for the Bond.

It is understood that the undersigned has undertaken to verify the accuracy and completeness and truth of any statements made or omitted to be made concerning any of the material facts relating to the Bond and the project being financed and transactions relating thereto, including information regarding the operations and financial condition of redeveloper for said project (the "Redeveloper") and said project. The undersigned has conducted its own investigation and has had discussions with officials of the Agency and Redeveloper.

In connection with the purchase of the Bond, the undersigned hereby acknowledges and represents that the undersigned is acquiring the Bond for its own account for investment and not

Exhibit "F"

with a view to the resale or distribution. The undersigned has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond, has financial resources sufficient to sustain the risks related to holding the Bond and is aware of the intended use of the proceeds and risks involved therein.

THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS A LIMITED OBLIGATION OF THE AGENCY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THE RESOLUTION AUTHORIZING THE BOND. THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS NOT AN OBLIGATION OF THE CITY OF COLUMBUS, NEBRASKA, EXCEPT AS TO ITS COMMUNITY DEVELOPMENT AGENCY OF WHICH IT IS A LIMITED OBLIGATION, THAT THE BOND IS NOT AN OBLIGATION OF THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA OR TAXING AUTHORITY THEREOF, OTHER THAN OF SUCH AGENCY, AND THAT NO RIGHT EXISTS TO HAVE TAXES LEVIED BY THE CITY OF COLUMBUS OR THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF PRINCIPAL OF OR INTEREST ON SAID BOND, OTHER THAN SAID TAX INCREMENT REVENUES.

The undersigned acknowledges that it has made its own investigation and inquiry concerning the due corporate authorization and execution of all documents executed and delivered by Granville Custom Homes, Inc., a Nebraska corporation, as Redeveloper, related to the Bond and has not relied upon the City or its counsel or special bond counsel concerning any such matters.

The undersigned acknowledges that the amount of the Bond has been established based upon estimated costs of development under the terms of an agreement between Redeveloper and the Agency. Such estimates have been established in order to assure the initial registered owner of the Bond with the fullest anticipated potential benefits related to tax increment revenues and the principal amount and interest thereon as set may not prove payable from such revenues. The undersigned acknowledges that the Agency has not undertaken or contracted in any way that such redevelopment will be commenced or completed and that such undertaking is the sole responsibility of Redeveloper.

The undersigned acknowledges further that the principal amount and interest rate on the Bond have also been established with respect to taxable valuations which are expected to be related to estimated costs and that the final assessment and taxable valuations determined by the

appropriate assessing officials may be materially different from such projected assessment and that such principal amount and interest have also been established based upon estimated taxing rates to apply in the future and that such taxing rates could also be materially different from such estimated rates.

The undersigned acknowledges that it has been advised that interest on the Bond is not exempt from Nebraska state or federal income taxes, and that the City of Columbus, Nebraska, and Agency have not provided any assurances with respect to the tax consequences to the undersigned with respect to the transaction described herein. The undersigned further acknowledges that any future transfer of the Bond may only be made to a subsequent transferee registered owner who is able to execute and does execute a letter similar in form and substance to this investment letter, a copy of which shall have been delivered to the Agency.

Very truly yours,

By: _____

Name: _____

Title: _____

4. **Resolution No. R20-58 approving a redevelopment agreement for redevelopment project undertaken by WHO Development, LLC as set forth in the Third Supplement to the Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan (Phase III of the WHO Development Redevelopment Project - Starbucks).**

RESOLUTION NO. R20- 58

A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY WHO DEVELOPMENT, LLC, AS SET FORTH IN THE "THIRD SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED: AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN OF THE CITY OF COLUMBUS, NEBRASKA (PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)"

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan supplement entitled "Third Supplement to the Redevelopment Plan Entitled: Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska (Phase III of the Who Development Redevelopment Project)" (the "Plan"); and

WHEREAS, the Council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of the Redevelopment Agreement by and between WHO Development, LLC, as redeveloper, and the Agency, with respect to a redevelopment project specified in the Plan (the "Redevelopment Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska, that the Redevelopment Agreement by and between WHO Development, LLC, a Nebraska limited liability company, as redeveloper, and the Community Development Agency of the City of Columbus, Nebraska, in the form presented, is hereby acknowledged and approved. The Council President and City Clerk are hereby authorized to execute said Redevelopment Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Council President of the Redevelopment Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Agreement, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

COUNCIL PRESIDENT

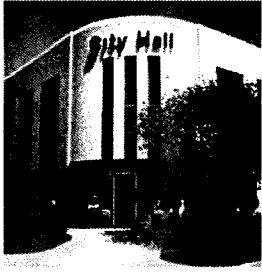
ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

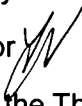
Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: May 28, 2020

TO: Mayor and City Council and City Council sitting as Community Development Agency

FROM: Tara Vasicek, City Administrator 

RE: Redevelopment Agreement for the Third Supplement to the Amended Master Redevelopment Plan for Lot 3, Randall 3rd, Columbus for construction of a 2,400 sq ft Starbucks. (The Old WalMart Property)

RECOMMENDATION:

Approval of redevelopment agreement for the redevelopment plan amendment to the "33rd Avenue and U.S. Highway 30 Redevelopment Plan".

DISCUSSION:

The developer, City staff and legal counsel have ensured that the redevelopment agreement reflects the approved redevelopment plan for the project. The redevelopment agreement also complies with all State Statutes for utilization of tax increment financing. The agreement lays out the requirements of the developer, details regarding the issuance of a TIF bond for the project and several contractual terms between the City of Columbus and the developer.

EXHIBIT "A"
Redevelopment Agreement

(See attached)

REDEVELOPMENT CONTRACT

(PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)

This Redevelopment Contract (“**Redevelopment Contract**”) is made and entered into as of the 1st day of June, 2020, by and between the City Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the “**Agency**”) and WHO Development, LLC, a Nebraska limited liability company, its successors and assigns (“**Redeveloper**”). The Agency and/or Redeveloper may be referred to hereinafter as the “**Party**” or collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, pursuant to the Nebraska Community Development Law, Nebraska Revised Statutes 18-2101 et seq. (the “**Act**”), the Agency has adopted and approved a plan entitled “Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska”, as amended and supplemented (the “**Plan**”), for the real estate described on Exhibit “A” hereto attached and by such reference incorporated herein (the “**Redevelopment Project Area**”), which is located in the City of Columbus, Nebraska (the “**City**”), and which has previously been declared blighted and substandard or otherwise eligible for redevelopment by the Mayor and Council of the City;

WHEREAS, the Agency has encouraged and induced Redeveloper to engage in certain development activities, construct improvements and create new jobs in the Redevelopment Project Area and Redeveloper is not willing to incur the substantial investment necessary for such redevelopment of the Redevelopment Project Area without the assistance of tax-increment financing (“**TIF**”) provided by the Agency to Redeveloper in this Redevelopment Contract;

WHEREAS, pursuant to the Plan, Redeveloper intends to construct an approximately 2,400 square foot Starbucks Coffee Shop on Lot 3, Parcel ID: 710162088 in the Redevelopment Project Area. Construction will also include exterior improvements and finishes to the building, exterior signage, interior lighting, new flooring, new HVAC and plumbing, construction of public restrooms, and approximately 30 new parking stalls, as shown in the site plans attached hereto and incorporated herein as Exhibit “B”, and all as more particularly described in the Plan (collectively, said improvements are referred to in this Redevelopment Contract as the “**Redevelopment Project**”).

WHEREAS, the real property within the Redevelopment Project Area, other than easements for public utilities, is to be privately owned by Redeveloper or CenterPointe Development Group, LLC.

WHEREAS, the Agency proposes to authorize the issuance of a tax increment revenue bond (the “**Bond**”), to provide for reimbursement of eligible costs relating to the Redevelopment Project as shall be more specifically described in a resolution or resolutions to be adopted by the governing body of the Agency (the “**Resolution**”), and under the Resolution shall designate the Agency's Treasurer (being the City Treasurer of the City) to act as Paying Agent and Registrar (the “**Agent**”) for the Bond pursuant to the Resolution;

WHEREAS, Redeveloper seeks the assistance of the Agency for the costs of the eligible public improvements and therefore is willing to agree to the conditions herein set forth as an inducement to the Agency to issue the Bond as provided in the Resolution;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and Redeveloper do hereby agree, covenant and warrant as follows:

Section 1. Representations, Warranties and Covenants of Redeveloper.

Redeveloper hereby represents, covenants and warrants as follows:

- (a) Redeveloper is a Nebraska limited liability company duly organized and existing under the laws of the State of Nebraska, is not in violation of any provisions of its Certificate of Organization, is authorized to enter into and perform its obligations under this Redevelopment Contract and, to the best of the knowledge of Redeveloper, is not in violation of the laws of the State of Nebraska.
- (b) Throughout the term of this Redevelopment Contract, Redeveloper will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Contract and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations). Throughout the term of this Redevelopment Contract and subject to the provisions of Section 19 of this Redevelopment Contract, in the event of any casualty damage to the Redevelopment Project, as and to the extent owned by Redeveloper, Redeveloper agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Redeveloper agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes.
- (c) Redeveloper shall endeavor to complete the Redevelopment Project on or before December 31, 2020, at an estimated cost of \$1,591,000, inclusive of furniture, fixtures and equipment.
- (d) Redeveloper has not received notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the Redevelopment Project Area or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation.
- (e) Redeveloper will use its best efforts to obtain or to cause others to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a timely manner, all requirements of all applicable local, state and federal laws and

regulations which must be obtained or met for the Redevelopment Project to be lawfully constructed, occupied or operated.

- (f) The execution and delivery of this Redevelopment Contract, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Contract are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a Party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.
- (g) To the best of the knowledge of Redeveloper, Redeveloper is not aware of any hazardous waste or other significant environmental pollution condition or hazard existing on or within the Redevelopment Project Area.
- (h) Redeveloper acknowledges and agrees that neither the Agency nor the City shall be obligated to pay any costs related to the Redevelopment Project other than costs to be paid from available grant monies, if any, and Redeveloper hereby undertakes and agrees to pay any and all such cost. All costs (both public and private) of the Redevelopment Project shall be paid in full and there are and shall be no construction liens unpaid against the Redevelopment Project Area or any of the improvements thereon. Redeveloper agrees to provide for the construction of both the public and private improvements located within the Redevelopment Project Area as described in the Plan or as described in this Redevelopment Contract, except to the extent that the Agency or the City shall agree otherwise by separate written agreement with Redeveloper.
- (i) Redeveloper agrees and covenants for itself, its successors and assigns that as long as the Bond is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project.
- (j) Redeveloper agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* 2012, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.

- (k) Redeveloper owns or has contracted to purchase the Redevelopment Project Area, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Contract by Redeveloper.
- (l) Any general contractor chosen by Redeveloper or Redeveloper itself shall obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and a penal bond as required by the Act and section 9 of this Redevelopment Contract. The Agency, the City and Redeveloper shall be named as additional insureds. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Redevelopment Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or Redeveloper shall also carry insurance on all stored materials. The contractor or Redeveloper, as the case may be, shall furnish the Agency and the City with a certificate of insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency and the City prior written notice in the event of cancellation of or material change in any of the policies.
- (m) At all times during the term of this Redevelopment Contract, Redeveloper shall maintain policies insuring the improvements located within the Redevelopment Project Area in an amount equal to at least ninety percent (90%) of their full insurable value.

Section 2. Incorporation of Plan; Agency to Issue Tax Increment Bond.

This Redevelopment Contract hereby incorporates the Plan by this reference. In order to provide for payment of some of the improvements set forth in the Plan and this Redevelopment Contract, as described in Exhibit "C", attached hereto and incorporated herein (the "**Eligible Costs**"), the Agency shall proceed to issue the Bond on the form provided in Exhibit "D", attached hereto and incorporated herein, in the principal amount not to exceed \$277,000.00, at a rate of interest not to exceed 4.9 percent, under the Resolution with such terms and conditions as the Agency reasonably determines appropriate under the circumstances to be set forth in the Resolution.

The Agency and Redeveloper hereby agree that the "division date" for the division of ad valorem real property taxes as provided under the Act is January 1, 2021. The Agency shall file notice to secure such division date in the manner prescribed by law. Upon the occurrence of an unforeseen delay or change in market conditions, Redeveloper and the Agency may agree in writing to a different division date without further amendment to this Redevelopment Contract; provided, however, that the division date shall not change subsequent to issuance of the Bond.

The Bond shall constitute a limited obligation of the Agency payable exclusively from that portion of the incremental ad valorem real estate taxes generated from the Redevelopment Project

pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) years from the division date (the "**TIF Revenues**"). Upon receipt, the Agency shall deposit the TIF Revenues with the Agent, pursuant to the Resolution, and such TIF Revenues shall be disbursed by the Agent to Redeveloper as reimbursement for the Eligible Costs (but only from available grant monies), to the extent paid by Redeveloper, as evidenced by paid invoices or other evidence acceptable to the Agency; each such reimbursement shall be and constitute a grant to Redeveloper made under the terms on this Redevelopment Contract and the Act. The Bond shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes. Upon full execution of this Redevelopment Contract, Redeveloper shall reimburse the Agency for its legal costs related to the Redevelopment Project in the amount of \$3,000.00. Upon issuance of the Bond, Redeveloper shall reimburse the Agency for its legal costs related to Bond issuance in the additional amount of \$3,000.00. Reimbursement shall be made directly to the Agency's special bond counsel, as designated by the Agency at issuance of the Bond.

Section 3. Covenants With Respect to Taxation of Redevelopment Project Area.

Redeveloper agrees with respect to the Redevelopment Project as follows:

- (a) Until the termination of this Redevelopment Contract (as described in Section 18 hereof), the Redevelopment Project shall be operated for the use substantially similar to that contemplated in the Plan and this Redevelopment Contract, and no sale or conveyance of such property shall be made to any person or entity for ownership or use which would cause the real property within the Redevelopment Project Area to be eligible for exemption from ad valorem taxes under Section 77-202 R.R.S. Neb. 2009, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot.
- (b) Redeveloper intends to create a taxable real property valuation of the Redevelopment Project Area of not less than \$1,500,000.00 (the "**Minimum Valuation**") no later than January 1, 2021. From and after the issuance of the Bond and so long as the Bond remains outstanding and unpaid, Redeveloper agrees that it shall not contest any taxable valuation assessed for the Redevelopment Project Area, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes which does not exceed the Minimum Valuation.
- (c) If, during the period of this Redevelopment Contract and after the filing of a notice to divide, the Redevelopment Project Area is assessed at less than the Minimum Valuation: (1) if Redeveloper has monetized the Bond by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such lender; or (2) if Redeveloper is the holder of the Bond, in the event of a shortfall of annual incremental taxes, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper is required to defer the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent incremental ad valorem taxes later become available during

the fifteen (15) year period prescribed by the Act in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper shall forgive any such shortfall amounts not reimbursed and all amounts accrued on the Bond at the end of the fifteen (15) year period prescribed by the Act.

- (d) Redeveloper further agrees as follows:
- (i) to pay all local ad valorem real estate taxes as levied and assessed before the same become delinquent; and
 - (ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Redevelopment Project or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and
 - (iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any law of the State of Nebraska or federal law with respect to the Redevelopment Project; and
 - (iv) to pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become payable with respect to the Redevelopment Project; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body; and
 - (v) to retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by redeveloper in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which ad valorem taxes were divided in relation to the Redevelopment Project.

Section 4. Release and Indemnification.

Redeveloper hereby releases from and covenants and agrees that the Agency and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purpose of this Section 4, collectively the “**Indemnified Parties**”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the

Redevelopment Project or within the Redevelopment Project Area. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the willful misconduct of the Agency or the City.

Additionally, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Indemnified Parties on the Bond or any indebtedness contemplated hereunder shall be limited solely to the incremental ad valorem taxes generated from the Redevelopment Project pledged as security for such indebtedness. Specifically, but without limitation, the Indemnified Parties shall not be liable to Redeveloper or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

Section 5. Covenants to Run with the Land; Easement; Recording of Redevelopment Contract.

Redeveloper and Agency agree and acknowledge that this Redevelopment Contract and the undertakings of Redeveloper and the Agency as herein provided for shall be considered as and constitute covenants running with the land binding upon Redeveloper and the Agency and their successors and assigns and upon each successive owner of the Redevelopment Project Area or any portion thereof. Redeveloper hereby acknowledges and agrees that by the terms of this Redevelopment Contract it is binding and obligating any and all of its interest in the Redevelopment Project Area, now or hereafter acquired, and hereby covenants and warrants for the benefit of the Agency and the registered owner of the Bond that Redeveloper shall defend such interest in the Redevelopment Project Area against the claims and interests of any and all persons. Redeveloper and the Agency agree and acknowledge that a copy of this Redevelopment Contract shall be recorded at the expense of Redeveloper against all real estate located in the Redevelopment Project Area and shall remain of record until the Bond has been paid in full or matured. As and to the extent that this Redevelopment Contract does not have priority by order of recording over each and every mortgage or other instrument securing indebtedness of Redeveloper, Redeveloper hereby agrees to obtain the written agreement in recordable form from each mortgagee or other encumbrancer having any such priority, which written form acknowledges and agrees to the terms of this Redevelopment Contract. Redeveloper agrees to provide the Agency with a title report or other evidence as to the status of title to the Redevelopment Project Area after the recording of this Redevelopment Contract and before the issuance of the Bond. After the Bond has been paid in full, Redeveloper or any successor or assign of Redeveloper shall have the right to request in writing and the Agency shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Redevelopment Contract and of the covenants and undertakings herein provided. The Agency shall have the right, from time to time in its sole and reasonable discretion, to release specific parcels or lots located within the Redevelopment Project Area from any or all of the specific provisions of this Redevelopment Contract.

Section 6. Default and Remedies upon Default.

Redeveloper and Agency agree with respect to any defaults or failures of performance by Redeveloper or Agency as follows:

- (a) The following shall constitute “Events of Default” under the terms of this Redevelopment Contract:
- (i) failure by Redeveloper or Agency to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Redevelopment Contract;
 - (ii) any representation or warranty made herein by Redeveloper or Agency proves untrue in any respect reasonably deemed to be material by the Agency or Redeveloper;
 - (iii) an event of default or material breach by or attributable to Redeveloper or Agency relating to the Redevelopment Project or any portion thereof, including, without limitation, breach of the terms of any agreement or other instrument relating to the financing or construction thereof; or
 - (iv) Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of Redeveloper or any part of its property or commences any proceeding related to Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Redeveloper any such proceedings and Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for Redeveloper or any part of its property or suffers any such receivership or trusteeship.
- (b) Whenever an Event of Default occurs, in addition to all other remedies available to the Agency or Redeveloper at law or in equity, the Agency or Redeveloper may take such action at law or in equity as the Agency or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Contract; provided that the remedy of specific performance against Redeveloper shall not include or be construed to include the covenant to build or construct private improvements, Public Improvements, or the Redevelopment Project.
- (c) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than thirty (30) days after written notice from the Agency to Redeveloper of such Event of Default, the City or Agency shall have the right, but not the obligation, to cure such breach on behalf of Redeveloper with respect to the construction of the TIF-eligible Public Improvements. If the City or Agency elects to cure a breach of Redeveloper, Redeveloper shall reimburse the City or Agency for the documented and reasonable

costs of curing Redeveloper's breach within 30 days of demand from City or Agency given to Redeveloper. If Redeveloper's breach can be cured by the payment of Eligible Costs, the City or Agency may cure such defect and obtain reimbursement, without notice to Redeveloper, via a set off to the principal amount of the Bond equal to the Eligible Costs expended by the City or Agency. The Eligible Costs expended by the City or Agency must be certified by the City or Agency to the holder of the grant proceeds and all subsequent distributions of grant proceeds shall be distributed to the City or Agency, as applicable, until such Eligible Costs expended by the City or Agency have been reimbursed in full. Interest shall accrue on the amount expended by the City or Agency at the rate provided in the Bond and such interest shall commence from the date that the Agency gives notice to Redeveloper of Redeveloper's Event of Default.

- (d) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than sixty (60) days after written notice from the Agency to Redeveloper of such Event of Default, the aggregate amount of all grants paid to Redeveloper (including principle and interest) for improvements shall stand forfeited and Redeveloper shall be required to repay the same to the Agency within thirty (30) days' written demand thereof.
- (e) No remedy herein conferred upon or reserved to the Agency or the registered owner of the Bond is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Redevelopment Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- (f) If any provision of this Redevelopment Contract is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- (g) Anything in this Section 6 to the contrary notwithstanding, none of the events described in subsection 6(a)(iv) above shall constitute an Event of Default after the Redevelopment Project has been completed and the proceeds of the Bond have been disbursed in full.

Section 7. Status of Agency and City.

Neither the Agency nor the City is or shall be regarded as the partner, joint venturer or other jointly acting party with Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the Agency herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. Redeveloper

acknowledges that Redeveloper or its successors and assigns are and shall remain in control of the Redevelopment Project for all purposes provided that Redeveloper acknowledges and agrees that the City is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving the Redevelopment Project.

Section 8. Manner of Sale of Bond.

Redeveloper agrees either to purchase the Bond for the principal amount thereof or to find a purchaser for the Bond upon terms and conditions acceptable to the Agency. Neither the Agency nor the City under the terms of this Redevelopment Contract undertakes any responsibility with respects to the sale or placement of the Bond. Any such sale or placement of the Bond shall be by means of a private placement to a financial institution or other institutional buyer capable of evaluating the risks of investment in the Bond or to Redeveloper. Any such purchaser, including Redeveloper, shall provide to the Agency an investment letter setting forth the understanding as to purchase for investment and not for any further distribution, in substantially the same form as Exhibit "E". The loan to be accomplished by this section, and the obligation of the Agency to remit the TIF Revenues for the Redevelopment Project as debt service on the Bond, may be accomplished by offset in consideration of Redeveloper's warranties and obligations hereunder so that no bankable currency is exchanged between the Parties at closing of the Bond, notwithstanding other payments required hereunder. If the Agency so requests, Redeveloper shall, from time to time, furnish the Agency with satisfactory evidence as to the use and application of the TIF revenues.

Section 9. Indemnification and Penal Bond

Redeveloper hereby agrees to indemnify and save the Agency harmless for any payment or liability to which the Agency may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. Redeveloper agrees to provide to the Agency evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act.

Section 10. Additional Parties Added as Redeveloper.

The Parties specifically agree that additional parties or entities may be admitted to and included within the meaning of the term "Redeveloper" upon the mutual written consent of both Parties. Specifically, Redeveloper and the Agency anticipate that upon approval of this Redevelopment Contract, Redeveloper will sell the Redevelopment Project Area and assign all obligations for construction of the Project under this Redevelopment Contract to CenterPointe Development Group, LLC, but retain the rights to the Bond and TIF Revenues. Upon such assignment, Redeveloper shall provide the Agency with a joinder and consent signed by CenterPointe Development Group, LLC, or other assignee, and Redeveloper, memorializing such agreement in a form acceptable to the Agency.

Section 11. Redevelopment Contract Binding Upon Successors and Assigns.

This Redevelopment Contract is made for the benefit of Redeveloper, the Agency and the registered owners from time to time of the Bond as third party beneficiaries. This Redevelopment Contract shall be binding upon the Agency and Redeveloper, and any successors or assigns thereof. Redeveloper may assign its interest in the Redevelopment Project, in whole or in part, without the prior approval of the Agency if Redeveloper provides the Agency written notice of the assignment within 30 days of such assignment. The Agency and Redeveloper acknowledge and agree that, in the event Redeveloper assigns its rights and obligations under this Redevelopment Contract, in whole or in part, to any assignee, Redeveloper and the Assignee shall both be bound by the terms of the Plan and this Redevelopment Contract (as and to the extent of any such assignment with respect to the Assignee). No assignment by Redeveloper to the Assignee shall be effective until a written instrument binding the Assignee under the terms of the Plan and this Redevelopment Contract (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and delivered by the Assignee and recorded in the real estate records of Platte County, Nebraska, with respect to the Redevelopment Project Area.

Section 12. Titles of Sections.

Any titles of the several Sections of this Redevelopment Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 13. Notices.

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

- (a) in the case of Redeveloper, if mailed to or delivered personally to:

WHO Development, LLC
Attention: Mike Works and Justin Hernandez
1000 O Street, Suite 201
Lincoln, NE 68508

with a copy to:

Cline, Williams, Wright, Johnson & Oldfather, LLP
Attention: Andrew Willis
233 South 13th Street
1900 US Bank Building
Lincoln, NE 68508

(b) in the case of Agency, if mailed to or delivered personally to:

Community Development Agency
Offices of the City of Columbus
Attention: City Administrator
2424 14th Street
P.O. Box 1677
Columbus, NE 68602

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at the addresses specified in this Section 13 or at any such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other Party as provided in this section.

Section 14. Severability.

If any provision of this Redevelopment Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Redevelopment Contract shall not affect the remaining portions of this Redevelopment Contract or any part thereof.

Section 15. Counterparts.

This Redevelopment Contract may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 16. Law Governing.

The Parties agree that this Redevelopment Contract shall be governed and construed in accordance with the laws of Nebraska.

Section 17. Time of the Essence.

Time shall be of the essence of this Redevelopment Contract.

Section 18. Termination.

This Redevelopment Contract shall commence as of the date first above written and shall terminate upon the earlier of fifteen years after the division date set forth in Section 2 of this Redevelopment Contract or payment of all principal and interest owed toward the Bond.

Section 19. Force Majeure Event.

Neither Redeveloper nor the Agency shall be considered in breach of, or in default in its obligations with respect to any of the obligations under this Redevelopment Contract in the event that an enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by a Party that is proximately caused by acts of God, including pandemics, epidemics and quarantines, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of Redeveloper or the Agency, as the case may be, shall be extended for the period of the enforced delay as determined by the mutual agreement of Redeveloper and the Agency; provided, that Redeveloper or the Agency, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the Agency (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 20. Effect of Redevelopment Contract.

This Redevelopment Contract (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Contract shall be of any force and effect.

(Signatures on following pages)

WHO DEVELOPMENT, LLC, a Nebraska limited liability company

By: Michael A Works

Name: Michael A Works

Title: Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 27 day of May, 2020, by Mike Works, Managing Member of WHO Development, LLC, a Nebraska limited liability company, on behalf of the company.



Sarah J Larkin
Notary Public

Exhibit "A" Redevelopment Project Area

Legal Description:

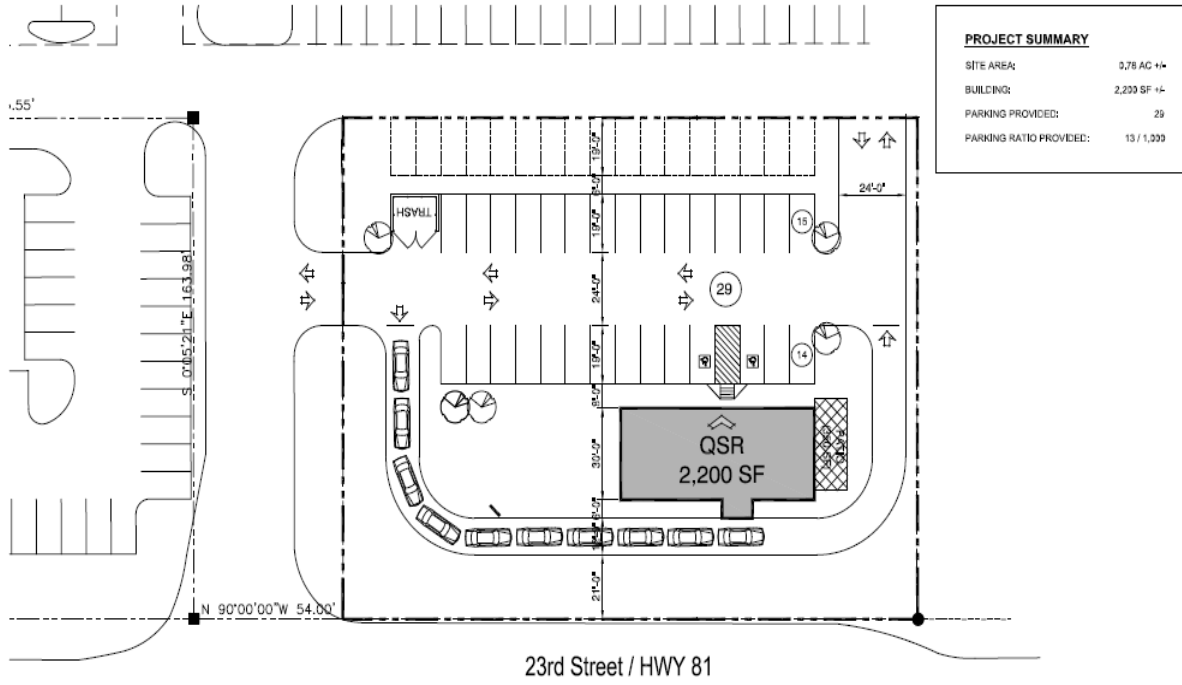
LOT 3, LEGACY SQUARE SUBDIVISION, A SUBDIVISION OF LOTS 1 & 2, BLOCK A, RANDALL 3RD ADDITION, COLUMBUS, PLATTE COUNTY, NEBRASKA.

Depiction (outlined in red):



Exhibit "A"

Exhibit "B" Redevelopment Project Site Plans



* The above site plan is preliminary in nature and subject to change.

Exhibit "B"

Exhibit "C"
Projected TIF Sources and Uses

Projected Sources:

Tax Levy	1.893994
Interest Rate	NTE 4.9%
Number of Years	15
Bond Amount	NTE \$277,000

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$89,985	\$1,704
Completed Project	\$1,500,000	\$28,410
<hr/>		
Difference (less 1% assessor's fee)	\$1,410,015	\$26,439

Annual TIF Amount:	\$26,439
Total TIF Amount:	\$396,585

Projected TIF Uses (i.e., Public Improvements and Eligible Costs):

Land Acquisition	\$160,000
Site Grading/Dirt Work	\$65,000
Drives/ Parking	\$70,000
Traffic Engineering	\$14,000
Utilities and Detention	\$35,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<hr/>	
TOTAL:	\$361,000

* The above figures are only estimates of the Eligible Costs and such actual costs will be reflected in the cost certifications required under Section 2 of the Redevelopment Contract.

** Eligible Costs are projected to be in excess of \$277,000, but the Bond is limited to \$277,000, which is approximately the sum generated by the projected incremental ad valorem real property taxes collected in relation to the Redevelopment Project (including interest paid on the Bond at a rate of 4.9%).

*** All Eligible Costs contemplated in the Plan and not otherwise specified herein shall be included as Eligible Costs for purposes of this Redevelopment Contract under this Exhibit "C".

Exhibit "D"
Form of Bond

UNITED STATES OF AMERICA

STATE OF NEBRASKA

COUNTY OF PLATTE

TAX INCREMENT REVENUE BOND OF

**THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA
(WHO DEVELOPMENT, LLC REDEVELOPMENT – PHASE III)**

SERIES 20__

Dated Date: _____

Principal Amount

Interest Rate Per Annum

Final Maturity Date

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency for the City of Columbus, Nebraska (the "Agency"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on June 1, 20__ and semiannually thereafter on December 1 and June 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of the Agency, as Paying Agent and Registrar for the Agency, at the offices of the Agency, at City Hall, in Columbus, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered

Exhibit "D"

owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is the sole bond of its series of the total principal amount of _____ Dollars (\$_____) issued by the Agency for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Contract (as defined in the Resolution) and as designated in that certain Redevelopment Plan recommended by the Agency and approved by the Mayor and Council of the City of Columbus, Nebraska, via Resolution No. R18-42 on April 2, 2018, as supplemented by that certain first supplement approved July 2, 2018, via Resolution No. R18-85, as further supplemented by that certain second supplement approved September 16, 2019, via Resolution No. R19-143, as further supplemented by that certain third supplement approved _____, 2020, via Resolution No. _____ (collectively, the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the Mayor and Council of the City of Columbus, acting as the governing body of the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the "Redevelopment Contract" (as defined in the Resolution) and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the Resolution. The principal of this bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "Available Funds" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Contract and located within the "Project Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer

Exhibit "D"

attributable to the Project Area which are received by said Treasurer as of and from and after May 1, 20___ and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Area based on any increase in the taxable value determined as of January 1, 20___.

Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. **This bond shall not constitute an obligation of the State of Nebraska or of the City of Columbus (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and neither the State of Nebraska nor the City of Columbus shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not. THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

Exhibit "D"

IN WITNESS WHEREOF, the Council of the City of Columbus, Nebraska, as the governing body of the Agency have caused this bond to be executed on behalf of the Agency by being signed by the Council President and City Clerk, all as of the Dated Date shown above.

Dated this ____ day of _____, 20__.

COMMUNITY DEVELOPMENT AGENCY
FOR THE CITY OF COLUMBUS, NEBRASKA

ATTEST:

By: _____ (Sample – Do Not Sign)

Chairperson (Council President)

(Sample – Do Not Sign)

Secretary (City Clerk)

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency for the City of Columbus, Nebraska kept by the Paying Agent and Registrar identified in the foregoing bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20__	_____	(Sample – Do Not Sign)

Exhibit “E”
Form of Investor Letter

_____, 20__

Community Development Agency
Offices of the City of Columbus
Attention: City Administrator
2424 14th Street
P.O. Box 1677
Columbus, NE 68602

Re: Tax Increment Revenue Bond of the Community Development Agency of
the City of Columbus, Nebraska (WHO Development, LLC Redevelopment
– Phase III), Series 20__

Ladies and Gentlemen:

The undersigned is the initial registered owner of the above Bond issued by the Community Development Agency of the City of Columbus, Nebraska (the “Agency”). The representations and statements made in this letter are made as an inducement to the Agency in connection with the issuance of the above-referenced bond (the “Bond”). The undersigned acknowledges and represents that it has been advised that the Bond is not registered under the Securities Act of 1933, as amended, and that the Agency is not presently required to register under Section 12 of the Securities and Exchange Act of 1934. The undersigned therefore recognizes that if and when the undersigned may wish to resell the Bond as held by it there may not be any available current business and financial information about the Agency or the project being financed by the Bond. Further the undersigned realizes that no trading market presently exists or is expected to exist for the Bond. The undersigned understands that it may need to bear the risks of an investment in the Bond for an indefinite period of time, since any sale prior to maturity of the Bond may not be possible or may be at a price below that which the undersigned is paying for the Bond.

It is understood that the undersigned has undertaken to verify the accuracy and completeness and truth of any statements made or omitted to be made concerning any of the material facts relating to the Bond and the project being financed and transactions relating thereto, including information regarding the operations and financial condition of Redeveloper for said

Exhibit "E"

project (the “Redeveloper”) and said project. The undersigned has conducted its own investigation and has had discussions with officials of the Agency and Redeveloper.

In connection with the purchase of the Bond, the undersigned hereby acknowledges and represents that the undersigned is acquiring the Bond for its own account for investment and not with a view to the resale or distribution. The undersigned has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond, has financial resources sufficient to sustain the risks related to holding the Bond and is aware of the intended use of the proceeds and risks involved therein.

THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS A LIMITED OBLIGATION OF THE AGENCY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THE RESOLUTION AUTHORIZING THE BOND. THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS NOT AN OBLIGATION OF THE CITY OF COLUMBUS, EXCEPT AS TO ITS COMMUNITY DEVELOPMENT AGENCY OF WHICH IT IS A LIMITED OBLIGATION, THAT THE BOND IS NOT AN OBLIGATION OF THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA OR TAXING AUTHORITY THEREOF, OTHER THAN OF SUCH AGENCY, AND THAT NO RIGHT EXISTS TO HAVE TAXES LEVIED BY THE CITY OF COLUMBUS OR THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF PRINCIPAL OF OR INTEREST ON SAID BOND, OTHER THAN SAID TAX INCREMENT REVENUES.

The undersigned acknowledges that it has made its own investigation and inquiry concerning the due corporate authorization and execution of all documents executed and delivered by WHO Development, LLC, a Nebraska limited liability company, as Redeveloper related to the Bond and has not relied upon the City or its counsel or special bond counsel concerning any such matters.

The undersigned acknowledges that the amount of the Bond has been established based upon estimated costs of development under the terms of an agreement between Redeveloper and the Agency. Such estimates have been established in order to assure the initial registered owner of the Bond with the fullest anticipated potential benefits related to tax increment revenues and the principal amount and interest thereon as set may not prove payable from such revenues. The undersigned acknowledges that the Agency has not undertaken or contracted in any way that such redevelopment will be commenced or completed and that such undertaking is the sole responsibility of Redeveloper.

Exhibit "E"

The undersigned acknowledges further that the principal amount and interest rate on the Bond have also been established with respect to taxable valuations which are expected to be related to estimated costs and that the final assessment and taxable valuations determined by the appropriate assessing officials may be materially different from such projected assessment and that such principal amount and interest have also been established based upon estimated taxing rates to apply in the future and that such taxing rates could also be materially different from such estimated rates.

The undersigned acknowledges that it has been advised that interest on the Bond is not exempt from Nebraska state or federal income taxes, and that the City and Agency have not provided any assurances with respect to the tax consequences to the undersigned with respect to the transaction described herein. The undersigned further acknowledges that any future transfer of the Bond may only be made to a subsequent transferee registered owner who is able to execute and does execute a letter similar in form and substance to this investment letter, a copy of which shall have been delivered to the Agency.

Very truly yours,

WHO DEVELOPMENT, LLC, a Nebraska limited liability company

By: _____

Name: _____

Title: _____

5. **Resolution No. R20-59 approving a redevelopment agreement for redevelopment project undertaken by Columbus Retail, LLC as set forth in the Third Supplement to the Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan (Phase III of the WHO Development Redevelopment Project - Retail).**

RESOLUTION NO. R20- 59

A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY COLUMBUS RETAIL, LLC, AS SET FORTH IN THE "THIRD SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED: AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN OF THE CITY OF COLUMBUS, NEBRASKA (PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)"

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan supplement entitled "Third Supplement to the Redevelopment Plan Entitled: Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska (Phase III of the Who Development Redevelopment Project)" (the "Plan"); and

WHEREAS, the Council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of the Redevelopment Agreement by and between Columbus Retail, LLC, as redeveloper, and the Agency, with respect to a redevelopment project specified in the Plan (the "Redevelopment Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska, that the Redevelopment Agreement by and between Columbus Retail, LLC, a Nebraska limited liability company, as redeveloper, and the Community Development Agency of the City of Columbus, Nebraska, in the form presented, is hereby acknowledged and approved. The Council President and City Clerk are hereby authorized to execute said Redevelopment Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Council President of the Redevelopment Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Agreement, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



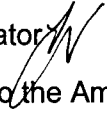
SPECIAL CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE
Administration Office (402) 562-4232 Fax (402) 563-1380

memorandum

DATE: May 28, 2020
TO: Mayor and City Council and City Council siting as Community Development Agency
FROM: Tara Vasicek, City Administrator 
RE: Redevelopment Agreement to the Amended Master Redevelopment Plan for approximately 60,000 square feet of indoor space within the vacated Walmart building. (The Old WalMart Property)

RECOMMENDATION:

Approval of a redevelopment agreement to the redevelopment plan amendment to the "33rd Avenue and U.S. Highway 30 Redevelopment Plan".

DISCUSSION:

The developer, City staff and legal counsel have ensured that the redevelopment agreement reflects the approved redevelopment plan for the project. The redevelopment agreement also complies with all State Statutes for utilization of tax increment financing. The agreement lays out the requirements of the developer, details regarding the issuance of a TIF bond for the project and several contractual terms between the City of Columbus and the developer.

EXHIBIT "A"
Redevelopment Agreement

(See attached)

REDEVELOPMENT CONTRACT

(PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)

This Redevelopment Contract (“**Redevelopment Contract**”) is made and entered into as of the 1st day of June, 2020, by and between the City Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the “**Agency**”) and Columbus Retail, LLC, a Nebraska limited liability company, its successors and assigns (“**Redeveloper**”). The Agency and/or Redeveloper may be referred to hereinafter as the “**Party**” or collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, pursuant to the Nebraska Community Development Law, Nebraska Revised Statutes 18-2101 et seq. (the “**Act**”), the Agency has adopted and approved a plan entitled “Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska”, as amended and supplemented (the “**Plan**”), for the real estate described on Exhibit “A” hereto attached and by such reference incorporated herein (the “**Redevelopment Project Area**”), which is located in the City of Columbus, Nebraska (the “**City**”), and which has previously been declared blighted and substandard or otherwise eligible for redevelopment by the Mayor and Council of the City;

WHEREAS, the Agency has encouraged and induced Redeveloper to engage in certain development activities, construct improvements and create new jobs in the Redevelopment Project Area and Redeveloper is not willing to incur the substantial investment necessary for such redevelopment of the Redevelopment Project Area without the assistance of tax-increment financing (“**TIF**”) provided by the Agency to Redeveloper in this Redevelopment Contract;

WHEREAS, pursuant to the Plan, Redeveloper intends to rehabilitate approximately 60,000 square feet of indoor space within the vacated Walmart building on 23rd Street in Columbus. The space will be occupied by multiple entities for retail and office use: approximately 12,000 square feet for a call center, approximately 35,000 square feet for an indoor storage company, and approximately 9,000 square feet for a retailer/fitness. Construction will also include exterior improvements to the entry way, exterior finishes to the building, exterior signage, interior lighting, new flooring, new HVAC and plumbing, construction of public restrooms, an improved loading dock, and approximately 115 new parking stalls, as shown in the site plans attached hereto and incorporated herein as Exhibit “B”, and all as more particularly described in the Plan (collectively, said improvements are referred to in this Redevelopment Contract as the “**Redevelopment Project**”).

WHEREAS, the real property within the Redevelopment Project Area, other than easements for public utilities, is to be privately owned by Redeveloper.

WHEREAS, the Agency proposes to authorize the issuance of a tax increment revenue bond (the “**Bond**”), to provide for reimbursement of eligible costs relating to the Redevelopment Project as shall be more specifically described in a resolution or resolutions to be adopted by the governing body of the Agency (the “**Resolution**”), and under the Resolution shall designate the

Agency's Treasurer (being the City Treasurer of the City) to act as Paying Agent and Registrar (the “Agent”) for the Bond pursuant to the Resolution;

WHEREAS, Redeveloper seeks the assistance of the Agency for the costs of the eligible public improvements and therefore is willing to agree to the conditions herein set forth as an inducement to the Agency to issue the Bond as provided in the Resolution;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and Redeveloper do hereby agree, covenant and warrant as follows:

Section 1. Representations, Warranties and Covenants of Redeveloper.

Redeveloper hereby represents, covenants and warrants as follows:

- (a) Redeveloper is a Nebraska limited liability company duly organized and existing under the laws of the State of Nebraska, is not in violation of any provisions of its Certificate of Organization, is authorized to enter into and perform its obligations under this Redevelopment Contract and, to the best of the knowledge of Redeveloper, is not in violation of the laws of the State of Nebraska.
- (b) Throughout the term of this Redevelopment Contract, Redeveloper will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Contract and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations). Throughout the term of this Redevelopment Contract and subject to the provisions of Section 19 of this Redevelopment Contract, in the event of any casualty damage to the Redevelopment Project, as and to the extent owned by Redeveloper, Redeveloper agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Redeveloper agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes.
- (c) Redeveloper shall endeavor to complete the Redevelopment Project on or before December 31, 2020, at an estimated cost of \$3,295,000, inclusive of furniture, fixtures and equipment.
- (d) Redeveloper has not received notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the Redevelopment Project Area or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation.
- (e) Redeveloper will use its best efforts to obtain or to cause others to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a timely

manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met for the Redevelopment Project to be lawfully constructed, occupied or operated.

- (f) The execution and delivery of this Redevelopment Contract, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Contract are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a Party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.
- (g) To the best of the knowledge of Redeveloper, Redeveloper is not aware of any hazardous waste or other significant environmental pollution condition or hazard existing on or within the Redevelopment Project Area.
- (h) Redeveloper acknowledges and agrees that neither the Agency nor the City shall be obligated to pay any costs related to the Redevelopment Project other than costs to be paid from available grant monies, if any, and Redeveloper hereby undertakes and agrees to pay any and all such cost. All costs (both public and private) of the Redevelopment Project shall be paid in full and there are and shall be no construction liens unpaid against the Redevelopment Project Area or any of the improvements thereon. Redeveloper agrees to provide for the construction of both the public and private improvements located within the Redevelopment Project Area as described in the Plan or as described in this Redevelopment Contract, except to the extent that the Agency or the City shall agree otherwise by separate written agreement with Redeveloper.
- (i) Redeveloper agrees and covenants for itself, its successors and assigns that as long as the Bond is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project.
- (j) Redeveloper agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* 2012, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.

- (k) Redeveloper owns or has contracted to purchase the Redevelopment Project Area, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Contract by Redeveloper.
- (l) Any general contractor chosen by Redeveloper or Redeveloper itself shall obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and a penal bond as required by the Act and section 9 of this Redevelopment Contract. The Agency, the City and Redeveloper shall be named as additional insureds. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Redevelopment Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or Redeveloper shall also carry insurance on all stored materials. The contractor or Redeveloper, as the case may be, shall furnish the Agency and the City with a certificate of insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency and the City prior written notice in the event of cancellation of or material change in any of the policies.
- (m) At all times during the term of this Redevelopment Contract, Redeveloper shall maintain policies insuring the improvements located within the Redevelopment Project Area in an amount equal to at least ninety percent (90%) of their full insurable value.

Section 2. Incorporation of Plan; Agency to Issue Tax Increment Bond.

This Redevelopment Contract hereby incorporates the Plan by this reference. In order to provide for payment of some of the improvements set forth in the Plan and this Redevelopment Contract, as described in Exhibit "C", attached hereto and incorporated herein (the "**Eligible Costs**"), the Agency shall proceed to issue the Bond on the form provided in Exhibit "D", attached hereto and incorporated herein, in the principal amount not to exceed \$575,000.00, at a rate of interest not to exceed 1.9 percent, under the Resolution with such terms and conditions as the Agency reasonably determines appropriate under the circumstances to be set forth in the Resolution.

The Agency and Redeveloper hereby agree that the "division date" for the division of ad valorem real property taxes as provided under the Act is January 1, 2019.

The Bond shall constitute a limited obligation of the Agency payable exclusively from that portion of the incremental ad valorem real estate taxes generated from the Redevelopment Project pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) years from the division date (the "**TIF Revenues**"). Upon receipt, the Agency shall deposit the TIF Revenues with the Agent, pursuant to the Resolution, and such TIF Revenues shall be disbursed by the Agent to Redeveloper as reimbursement for the Eligible Costs (but only from available

grant monies), to the extent paid by Redeveloper, as evidenced by paid invoices or other evidence acceptable to the Agency; each such reimbursement shall be and constitute a grant to Redeveloper made under the terms on this Redevelopment Contract and the Act. The Bond shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes. Upon full execution of this Redevelopment Contract, Redeveloper shall reimburse the Agency for its legal costs related to the Redevelopment Project in the amount of \$3,000.00. Upon issuance of the Bond, Redeveloper shall reimburse the Agency for its legal costs related to Bond issuance in the additional amount of \$3,000.00. Reimbursement shall be made directly to the Agency's special bond counsel, as designated by the Agency at issuance of the Bond.

Section 3. Covenants With Respect to Taxation of Redevelopment Project Area.

Redeveloper agrees with respect to the Redevelopment Project as follows:

- (a) Until the termination of this Redevelopment Contract (as described in Section 18 hereof), the Redevelopment Project shall be operated for the use substantially similar to that contemplated in the Plan and this Redevelopment Contract, and no sale or conveyance of such property shall be made to any person or entity for ownership or use which would cause the real property within the Redevelopment Project Area to be eligible for exemption from ad valorem taxes under Section 77-202 R.R.S. Neb. 2009, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot.
- (b) Redeveloper intends to create a taxable real property valuation of the Redevelopment Project Area of not less than \$2,870,285.00 (the “**Minimum Valuation**”) no later than January 1, 2021. From and after the issuance of the Bond and so long as the Bond remains outstanding and unpaid, Redeveloper agrees that it shall not contest any taxable valuation assessed for the Redevelopment Project Area, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes which does not exceed the Minimum Valuation.
- (c) If, during the period of this Redevelopment Contract and after the filing of a notice to divide, the Redevelopment Project Area is assessed at less than the Minimum Valuation: (1) if Redeveloper has monetized the Bond by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such lender; or (2) if Redeveloper is the holder of the Bond, in the event of a shortfall of annual incremental taxes, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper is required to defer the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent incremental ad valorem taxes later become available during the fifteen (15) year period prescribed by the Act in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper shall forgive any such shortfall amounts not reimbursed and all amounts accrued on the Bond at the end of the fifteen (15) year period prescribed by the Act.

- (d) Redeveloper further agrees as follows:
- (i) to pay all local ad valorem real estate taxes as levied and assessed before the same become delinquent; and
 - (ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Redevelopment Project or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and
 - (iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any law of the State of Nebraska or federal law with respect to the Redevelopment Project; and
 - (iv) to pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become payable with respect to the Redevelopment Project; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body; and
 - (v) to retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by redeveloper in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which ad valorem taxes were divided in relation to the Redevelopment Project.

Section 4. Release and Indemnification.

Redeveloper hereby releases from and covenants and agrees that the Agency and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purpose of this Section 4, collectively the “**Indemnified Parties**”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Redevelopment Project Area. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the willful misconduct of the Agency or the City.

Additionally, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Indemnified Parties on the Bond or any indebtedness contemplated hereunder shall be limited solely to the incremental ad valorem taxes generated from the Redevelopment Project pledged as security for such indebtedness. Specifically, but without limitation, the Indemnified Parties shall not be liable to Redeveloper or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

Section 5. Covenants to Run with the Land; Easement; Recording of Redevelopment Contract.

Redeveloper and Agency agree and acknowledge that this Redevelopment Contract and the undertakings of Redeveloper and the Agency as herein provided for shall be considered as and constitute covenants running with the land binding upon Redeveloper and the Agency and their successors and assigns and upon each successive owner of the Redevelopment Project Area or any portion thereof. Redeveloper hereby acknowledges and agrees that by the terms of this Redevelopment Contract it is binding and obligating any and all of its interest in the Redevelopment Project Area, now or hereafter acquired, and hereby covenants and warrants for the benefit of the Agency and the registered owner of the Bond that Redeveloper shall defend such interest in the Redevelopment Project Area against the claims and interests of any and all persons. Redeveloper and the Agency agree and acknowledge that a copy of this Redevelopment Contract shall be recorded at the expense of Redeveloper against all real estate located in the Redevelopment Project Area and shall remain of record until the Bond has been paid in full or matured. As and to the extent that this Redevelopment Contract does not have priority by order of recording over each and every mortgage or other instrument securing indebtedness of Redeveloper, Redeveloper hereby agrees to obtain the written agreement in recordable form from each mortgagee or other encumbrancer having any such priority, which written form acknowledges and agrees to the terms of this Redevelopment Contract. Redeveloper agrees to provide the Agency with a title report or other evidence as to the status of title to the Redevelopment Project Area after the recording of this Redevelopment Contract and before the issuance of the Bond. After the Bond has been paid in full, Redeveloper or any successor or assign of Redeveloper shall have the right to request in writing and the Agency shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Redevelopment Contract and of the covenants and undertakings herein provided. The Agency shall have the right, from time to time in its sole and reasonable discretion, to release specific parcels or lots located within the Redevelopment Project Area from any or all of the specific provisions of this Redevelopment Contract.

Section 6. Default and Remedies upon Default.

Redeveloper and Agency agree with respect to any defaults or failures of performance by Redeveloper or Agency as follows:

- (a) The following shall constitute “Events of Default” under the terms of this Redevelopment Contract:

- (i) failure by Redeveloper or Agency to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Redevelopment Contract;
 - (ii) any representation or warranty made herein by Redeveloper or Agency proves untrue in any respect reasonably deemed to be material by the Agency or Redeveloper;
 - (iii) an event of default or material breach by or attributable to Redeveloper or Agency relating to the Redevelopment Project or any portion thereof, including, without limitation, breach of the terms of any agreement or other instrument relating to the financing or construction thereof; or
 - (iv) Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of Redeveloper or any part of its property or commences any proceeding related to Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Redeveloper any such proceedings and Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for Redeveloper or any part of its property or suffers any such receivership or trusteeship.
- (b) Whenever an Event of Default occurs, in addition to all other remedies available to the Agency or Redeveloper at law or in equity, the Agency or Redeveloper may take such action at law or in equity as the Agency or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Contract; provided that the remedy of specific performance against Redeveloper shall not include or be construed to include the covenant to build or construct private improvements, Public Improvements, or the Redevelopment Project.
- (c) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than thirty (30) days after written notice from the Agency to Redeveloper of such Event of Default, the City or Agency shall have the right, but not the obligation, to cure such breach on behalf of Redeveloper with respect to the construction of the TIF-eligible Public Improvements. If the City or Agency elects to cure a breach of Redeveloper, Redeveloper shall reimburse the City or Agency for the documented and reasonable costs of curing Redeveloper's breach within 30 days of demand from City or Agency given to Redeveloper. If Redeveloper's breach can be cured by the payment of Eligible Costs, the City or Agency may cure such defect and obtain

reimbursement, without notice to Redeveloper, via a set off to the principal amount of the Bond equal to the Eligible Costs expended by the City or Agency. The Eligible Costs expended by the City or Agency must be certified by the City or Agency to the holder of the grant proceeds and all subsequent distributions of grant proceeds shall be distributed to the City or Agency, as applicable, until such Eligible Costs expended by the City or Agency have been reimbursed in full. Interest shall accrue on the amount expended by the City or Agency at the rate provided in the Bond and such interest shall commence from the date that the Agency gives notice to Redeveloper of Redeveloper's Event of Default.

- (d) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than sixty (60) days after written notice from the Agency to Redeveloper of such Event of Default, the aggregate amount of all grants paid to Redeveloper (including principle and interest) for improvements shall stand forfeited and Redeveloper shall be required to repay the same to the Agency within thirty (30) days' written demand thereof.
- (e) No remedy herein conferred upon or reserved to the Agency or the registered owner of the Bond is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Redevelopment Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- (f) If any provision of this Redevelopment Contract is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- (g) Anything in this Section 6 to the contrary notwithstanding, none of the events described in subsection 6(a)(iv) above shall constitute an Event of Default after the Redevelopment Project has been completed and the proceeds of the Bond have been disbursed in full.

Section 7. Status of Agency and City.

Neither the Agency nor the City is or shall be regarded as the partner, joint venturer or other jointly acting party with Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the Agency herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. Redeveloper acknowledges that Redeveloper or its successors and assigns are and shall remain in control of the Redevelopment Project for all purposes provided that Redeveloper acknowledges and agrees that

the City is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving the Redevelopment Project.

Section 8. Manner of Sale of Bond.

Redeveloper agrees either to purchase the Bond for the principal amount thereof or to find a purchaser for the Bond upon terms and conditions acceptable to the Agency. Neither the Agency nor the City under the terms of this Redevelopment Contract undertakes any responsibility with respects to the sale or placement of the Bond. Any such sale or placement of the Bond shall be by means of a private placement to a financial institution or other institutional buyer capable of evaluating the risks of investment in the Bond or to Redeveloper. Any such purchaser, including Redeveloper, shall provide to the Agency an investment letter setting forth the understanding as to purchase for investment and not for any further distribution, in substantially the same form as Exhibit "E". The loan to be accomplished by this section, and the obligation of the Agency to remit the TIF Revenues for the Redevelopment Project as debt service on the Bond, may be accomplished by offset in consideration of Redeveloper's warranties and obligations hereunder so that no bankable currency is exchanged between the Parties at closing of the Bond, notwithstanding other payments required hereunder. If the Agency so requests, Redeveloper shall, from time to time, furnish the Agency with satisfactory evidence as to the use and application of the TIF revenues.

Section 9. Indemnification and Penal Bond

Redeveloper hereby agrees to indemnify and save the Agency harmless for any payment or liability to which the Agency may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. Redeveloper agrees to provide to the Agency evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act.

Section 10. Additional Parties Added as Redeveloper.

The Parties specifically agree that additional parties or entities may be admitted to and included within the meaning of the term "Redeveloper" upon the mutual written consent of both Parties.

Section 11. Redevelopment Contract Binding Upon Successors and Assigns.

This Redevelopment Contract is made for the benefit of Redeveloper, the Agency and the registered owners from time to time of the Bond as third party beneficiaries. This Redevelopment Contract shall be binding upon the Agency and Redeveloper, and any successors or assigns thereof. Redeveloper may assign its interest in the Redevelopment Project, in whole or in part, without the prior approval of the Agency if Redeveloper provides the Agency written notice of the assignment within 30 days of such assignment. The Agency and Redeveloper acknowledge and agree that, in the event Redeveloper assigns its rights and obligations under this Redevelopment Contract, in whole or in part, to any assignee, Redeveloper and the Assignee shall both be bound by the terms of the Plan and this Redevelopment Contract (as and to the extent of any such assignment with

respect to the Assignee). No assignment by Redeveloper to the Assignee shall be effective until a written instrument binding the Assignee under the terms of the Plan and this Redevelopment Contract (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and delivered by the Assignee and recorded in the real estate records of Platte County, Nebraska, with respect to the Redevelopment Project Area.

Section 12. Titles of Sections.

Any titles of the several Sections of this Redevelopment Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 13. Notices.

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

- (a) in the case of Redeveloper, if mailed to or delivered personally to:

Columbus Retail, LLC
Attention: Mike Works and Justin Hernandez
1000 O Street, Suite 201
Lincoln, NE 68508

with a copy to:

Cline, Williams, Wright, Johnson & Oldfather, LLP
Attention: Andrew Willis
233 South 13th Street
1900 US Bank Building
Lincoln, NE 68508

- (b) in the case of Agency, if mailed to or delivered personally to:

Community Development Agency
Offices of the City of Columbus
Attention: City Administrator
2424 14th Street
P.O. Box 1677
Columbus, NE 68602

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return

receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at the addresses specified in this Section 13 or at any such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other Party as provided in this section.

Section 14. Severability.

If any provision of this Redevelopment Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Redevelopment Contract shall not affect the remaining portions of this Redevelopment Contract or any part thereof.

Section 15. Counterparts.

This Redevelopment Contract may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 16. Law Governing.

The Parties agree that this Redevelopment Contract shall be governed and construed in accordance with the laws of Nebraska.

Section 17. Time of the Essence.

Time shall be of the essence of this Redevelopment Contract.

Section 18. Termination.

This Redevelopment Contract shall commence as of the date first above written and shall terminate upon the earlier of fifteen years after the division date set forth in Section 2 of this Redevelopment Contract or payment of all principal and interest owed toward the Bond.

Section 19. Force Majeure Event.

Neither Redeveloper nor the Agency shall be considered in breach of, or in default in its obligations with respect to any of the obligations under this Redevelopment Contract in the event that an enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by a Party that is proximately caused by acts of God, including pandemics, epidemics and quarantines, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of Redeveloper or the Agency, as the case may be, shall be extended for the period of the enforced delay as determined by the mutual agreement of

Redeveloper and the Agency; provided, that Redeveloper or the Agency, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the Agency (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 20. Effect of Redevelopment Contract.

This Redevelopment Contract (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Contract shall be of any force and effect.

(Signatures on following pages)

COLUMBUS RETAIL, LLC, a Nebraska limited liability company

By: Michael A Works

Name: Michael A Works

Title: Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 27 day of May, 2020, by Mike Works, Managing Member of Columbus Retail, LLC, a Nebraska limited liability company, on behalf of the company.



Sarah J Larkin
Notary Public

Exhibit "A"
Redevelopment Project Area

Legal Description:

UNIT 2, LOT 5, LEGACY SQUARE SUBDIVISION, A SUBDIVISION OF LOTS 1 AND 2, BLOCK A, RANDALL 3RD ADDITION, COLUMBUS, PLATTE COUNTY, NEBRASKA.

Depiction (outlined in red):

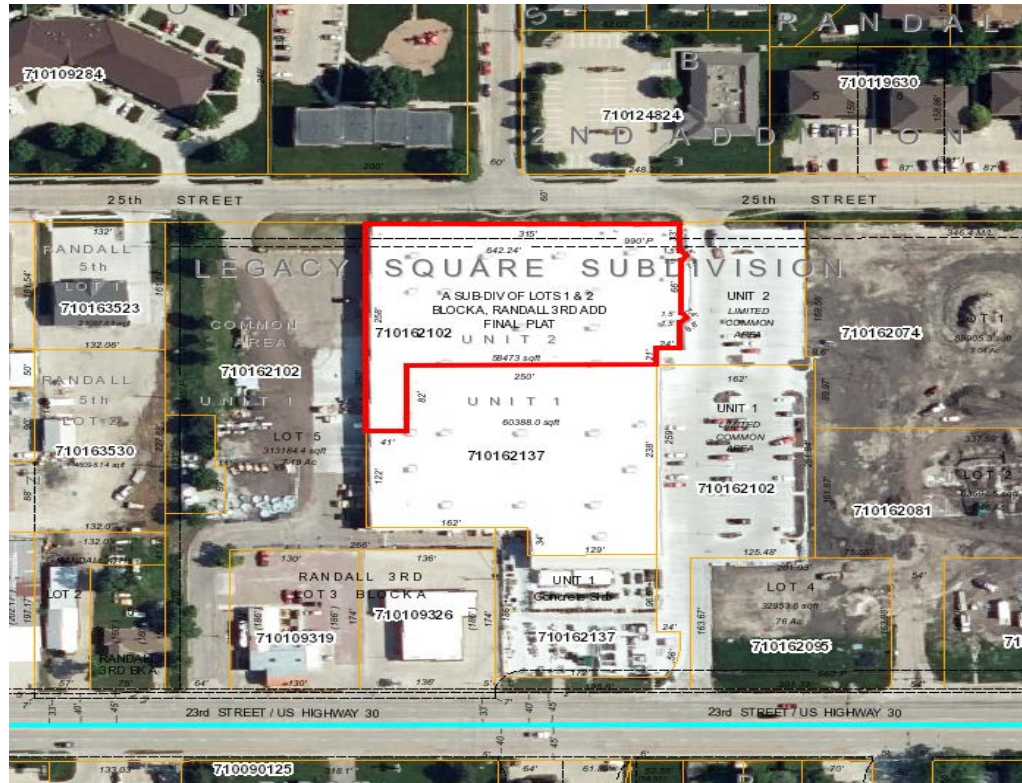
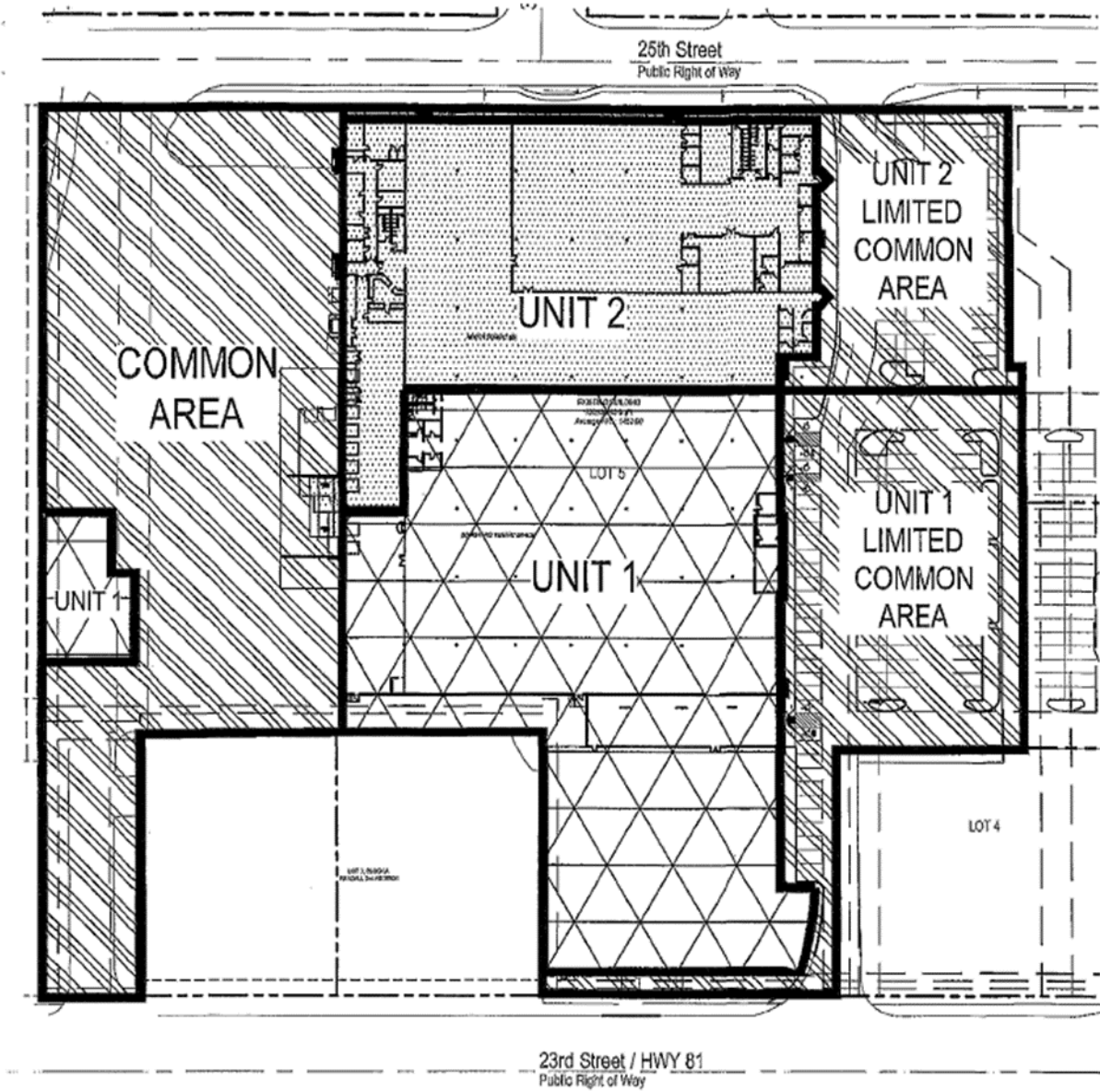


Exhibit "A"

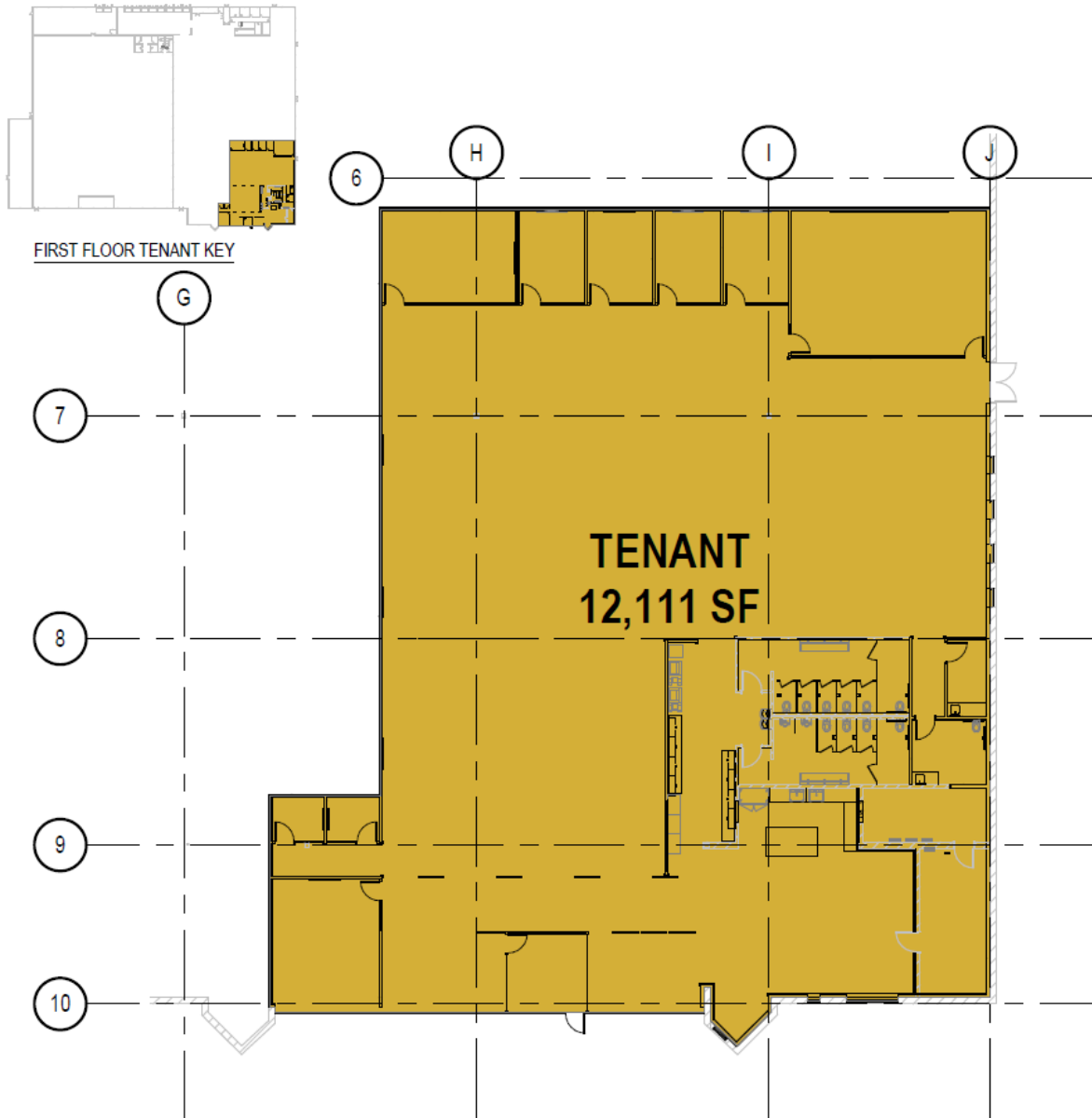
Exhibit "B"
Redevelopment Project Site Plans



* The above site plan is preliminary in nature and subject to change.

Exhibit "B"

Site Plan for Call Center



* The above site plan is preliminary in nature and subject to change.

Exhibit "B"

Exhibit "C"
Projected TIF Sources and Uses

Projected Sources:

Tax Levy	1.893994
Interest Rate	NTE 1.9%
Number of Years	15
Bond Amount	NTE \$575,000

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$370,285	\$7,013
Completed Project	\$2,870,285	\$54,363
Difference (less 1% assessor's fee)	\$2,500,000	\$46,877

Annual TIF Amount:	\$46,877
Total TIF Amount:	\$669,888*

* The total TIF amount accounts for a partial valuation during the first year following the effective date.

Projected TIF Uses (i.e., Public Improvements and Eligible Costs):

Land Acquisition	\$200,000
Utilities and Detention	\$45,000
Demolition	\$135,000
Landscape & Exterior Façade	\$75,000
Public Parking	\$175,000
Arch. and Engineering Fees	\$12,500
Legal Fees	\$10,000
Financing Costs	\$15,000
Capitalized Interest	\$20,000
TOTAL:	\$687,500

* The above figures are only estimates of the Eligible Costs and such actual costs will be reflected in the cost certifications required under Section 2 of the Redevelopment Contract.

** Eligible Costs are projected to be in excess of \$575,000, but the Bond is limited to \$575,000, which is approximately the sum generated by the projected incremental ad valorem real property taxes collected in relation to the Redevelopment Project (including interest paid on the Bond at a rate of 1.9%).

*** All Eligible Costs contemplated in the Plan and not otherwise specified herein shall be included as Eligible Costs for purposes of this Redevelopment Contract under this Exhibit "C".

Exhibit "D"
Form of Bond

UNITED STATES OF AMERICA

STATE OF NEBRASKA

COUNTY OF PLATTE

TAX INCREMENT REVENUE BOND OF

**THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA
(COLUMBUS RETAIL, LLC REDEVELOPMENT – PHASE III)**

SERIES 20__

Dated Date: _____

Principal Amount

Interest Rate Per Annum

Final Maturity Date

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency for the City of Columbus, Nebraska (the "Agency"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on June 1, 20__ and semiannually thereafter on December 1 and June 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of the Agency, as Paying Agent and Registrar for the Agency, at the offices of the Agency, at City Hall, in Columbus, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered

Exhibit "D"

owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is the sole bond of its series of the total principal amount of _____ Dollars (\$_____) issued by the Agency for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Contract (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Agency and approved by the Mayor and Council of the City of Columbus, Nebraska, via Resolution No. R18-42 on April 2, 2018, as supplemented by that certain first supplement approved July 2, 2018, via Resolution No. R18-85, as further supplemented by that certain second supplement approved September 16, 2019, via Resolution No. R19-143, as further supplemented by that certain third supplement approved _____, 2020, via Resolution No. _____ (collectively, the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the Mayor and Council of the City of Columbus, acting as the governing body of the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the "Redevelopment Contract" (as defined in the Resolution) and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the Resolution. The principal of this bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "Available Funds" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Contract and located within the "Project Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer

Exhibit "D"

attributable to the Project Area which are received by said Treasurer as of and from and after May 1, 20___ and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Area based on any increase in the taxable value determined as of January 1, 20___.

Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. **This bond shall not constitute an obligation of the State of Nebraska or of the City of Columbus (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and neither the State of Nebraska nor the City of Columbus shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not. THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

Exhibit "D"

IN WITNESS WHEREOF, the Council of the City of Columbus, Nebraska, as the governing body of the Agency have caused this bond to be executed on behalf of the Agency by being signed by the Council President and City Clerk, all as of the Dated Date shown above.

Dated this ____ day of _____, 20__.

COMMUNITY DEVELOPMENT AGENCY
FOR THE CITY OF COLUMBUS, NEBRASKA

ATTEST:

By: _____ (Sample – Do Not Sign)

Chairperson (Council President)

(Sample – Do Not Sign)

Secretary (City Clerk)

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency for the City of Columbus, Nebraska kept by the Paying Agent and Registrar identified in the foregoing bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20__	_____	(Sample – Do Not Sign)

Exhibit "E"
Form of Investor Letter

_____, 20__

Community Development Agency
Offices of the City of Columbus
Attention: City Administrator
2424 14th Street
P.O. Box 1677
Columbus, NE 68602

Re: Tax Increment Revenue Bond of the Community Development Agency of
the City of Columbus, Nebraska (Columbus Retail, LLC Redevelopment –
Phase III), Series 20__

Ladies and Gentlemen:

The undersigned is the initial registered owner of the above Bond issued by the Community Development Agency of the City of Columbus, Nebraska (the "Agency"). The representations and statements made in this letter are made as an inducement to the Agency in connection with the issuance of the above-referenced bond (the "Bond"). The undersigned acknowledges and represents that it has been advised that the Bond is not registered under the Securities Act of 1933, as amended, and that the Agency is not presently required to register under Section 12 of the Securities and Exchange Act of 1934. The undersigned therefore recognizes that if and when the undersigned may wish to resell the Bond as held by it there may not be any available current business and financial information about the Agency or the project being financed by the Bond. Further the undersigned realizes that no trading market presently exists or is expected to exist for the Bond. The undersigned understands that it may need to bear the risks of an investment in the Bond for an indefinite period of time, since any sale prior to maturity of the Bond may not be possible or may be at a price below that which the undersigned is paying for the Bond.

It is understood that the undersigned has undertaken to verify the accuracy and completeness and truth of any statements made or omitted to be made concerning any of the material facts relating to the Bond and the project being financed and transactions relating thereto, including information regarding the operations and financial condition of Redeveloper for said

Exhibit "E"

project (the “Redeveloper”) and said project. The undersigned has conducted its own investigation and has had discussions with officials of the Agency and Redeveloper.

In connection with the purchase of the Bond, the undersigned hereby acknowledges and represents that the undersigned is acquiring the Bond for its own account for investment and not with a view to the resale or distribution. The undersigned has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond, has financial resources sufficient to sustain the risks related to holding the Bond and is aware of the intended use of the proceeds and risks involved therein.

THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS A LIMITED OBLIGATION OF THE AGENCY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THE RESOLUTION AUTHORIZING THE BOND. THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS NOT AN OBLIGATION OF THE CITY OF COLUMBUS, EXCEPT AS TO ITS COMMUNITY DEVELOPMENT AGENCY OF WHICH IT IS A LIMITED OBLIGATION, THAT THE BOND IS NOT AN OBLIGATION OF THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA OR TAXING AUTHORITY THEREOF, OTHER THAN OF SUCH AGENCY, AND THAT NO RIGHT EXISTS TO HAVE TAXES LEVIED BY THE CITY OF COLUMBUS OR THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF PRINCIPAL OF OR INTEREST ON SAID BOND, OTHER THAN SAID TAX INCREMENT REVENUES.

The undersigned acknowledges that it has made its own investigation and inquiry concerning the due corporate authorization and execution of all documents executed and delivered by Columbus Retail, LLC, a Nebraska limited liability company, as Redeveloper related to the Bond and has not relied upon the City or its counsel or special bond counsel concerning any such matters.

The undersigned acknowledges that the amount of the Bond has been established based upon estimated costs of development under the terms of an agreement between Redeveloper and the Agency. Such estimates have been established in order to assure the initial registered owner of the Bond with the fullest anticipated potential benefits related to tax increment revenues and the principal amount and interest thereon as set may not prove payable from such revenues. The undersigned acknowledges that the Agency has not undertaken or contracted in any way that such redevelopment will be commenced or completed and that such undertaking is the sole responsibility of Redeveloper.

Exhibit "E"

The undersigned acknowledges further that the principal amount and interest rate on the Bond have also been established with respect to taxable valuations which are expected to be related to estimated costs and that the final assessment and taxable valuations determined by the appropriate assessing officials may be materially different from such projected assessment and that such principal amount and interest have also been established based upon estimated taxing rates to apply in the future and that such taxing rates could also be materially different from such estimated rates.

The undersigned acknowledges that it has been advised that interest on the Bond is not exempt from Nebraska state or federal income taxes, and that the City and Agency have not provided any assurances with respect to the tax consequences to the undersigned with respect to the transaction described herein. The undersigned further acknowledges that any future transfer of the Bond may only be made to a subsequent transferee registered owner who is able to execute and does execute a letter similar in form and substance to this investment letter, a copy of which shall have been delivered to the Agency.

Very truly yours,

COLUMBUS RETAIL, LLC, a Nebraska limited liability company

By: _____

Name: _____

Title: _____

6. **Resolution No. R20-60 authorizing the issuance of Tax Increment Revenue Bonds for WHO Development - Phase II Freddy's Project.**



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: May 28, 2020
TO: Mayor and City Council and City Council siting as Community Development Agency
FROM: Tara Vasicek, City Administrator *TV*
RE: Bond Resolution for the Amended Master Redevelopment Plan for Lot 4, Randall 3rd, Columbus for a 3,000 sq ft Freddy's restaurant. (The Old WalMart Property)

RECOMMENDATION:

Approval of the bond resolution for the redevelopment plan amendment to the "33rd Avenue and U.S. Highway 30 Redevelopment Plan".

DISCUSSION:

The developer, City staff and legal counsel have ensured that the bond resolution reflects the approved redevelopment plan and redevelopment agreement for the project. The bond resolution details of scope of the project and the not to exceed amount of bonds to be \$215,000. These TIF bond proceeds will be used to pay for eligible TIF expenses as defined by State Statute and as approved in the redevelopment plan for this project.

RESOLUTION NO. R20- 60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW.

BE IT RESOLVED by the City Council of the City of Columbus, Nebraska (the "City"), acting as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), as follows:

Section 1. The City Council of the City, acting as the governing body of the Agency, hereby find and determines:

(a) that the Mayor and City Council of the City duly created the Agency by ordinance for purposes of assisting with redevelopment of blighted and substandard real estate located within the City; that the Agency has and may exercise all of the powers of a redevelopment authority provided for under the Nebraska Community Development Law, sections 18-2101, et. seq., of the Nebraska Revised Statutes (the "Act"); that there has been prepared a redevelopment plan, entitled "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska (WHO Development Redevelopment Project)", as further supplemented and amended (the "Master Plan"), for the phased redevelopment of the real estate described and referred to in Exhibit A (hereinafter in this Resolution referred to as the "Project Area");

(b) that prior to the recommendation or approval of the Master Plan an area which includes the Project Area was declared blighted and substandard by action of the Mayor and City Council of the City;

(c) that the City has had in effect its comprehensive plan for the development of the City from the time prior to the preparation of the Master Plan;

(d) that the Master Plan was submitted to the Planning Commission of the City and approved and thereafter recommended by the Agency to the Mayor and City Council of the City, as and to the extent required by the Act;

(e) That on the 16th day of September, 2019, the Mayor and City Council of the City held a public hearing on a supplement to the Master Plan (the "Plan Supplement") setting forth the second phase of the Master Plan, for which notice was given by publication prior to such hearing in accordance with the Act, and, after such hearing, the Mayor and Council gave their approval to the Plan Supplement (the Plan and Plan Supplement are hereafter collectively referred to as the "Plan");

(f) that the second phase of the Plan, calls for the construction of an approximately 3,000 square foot restaurant within the Redevelopment Project Area (the "Phase II

Project"), as more particularly described in the Plan and the redevelopment contract for the Phase II Project entered into between WHO Development, LLC, a Nebraska limited liability company ("Redeveloper"), and the Agency, dated October 7, 2019, attached hereto as Exhibit B and incorporated herein by reference (the "Redevelopment Contract");

(g) that Redeveloper, will undertake or has undertaken the redevelopment of the real estate in the Project Area by constructing the Phase II Project, as described in the Plan and the Redevelopment Contract, and the City and the Agency have previously communicated willingness to assist such redevelopment in order to encourage employment and economic development of the City as well as for the redevelopment of a blighted and substandard area of the City;

(h) that the Agency, upon the written request of Redeveloper, shall timely file a "Notice to Divide Tax" with the county assessor for Platte County, Nebraska, with respect to the Phase II Project on or before August 1, 2021, in conformance with the Redevelopment Contract and Act;

(i) that Redeveloper has incurred or is expected to incur costs of approximately \$3,351,000 relating to the construction of the Phase II Project in the Project Area (the "Project Costs");

(j) that the Redeveloper and the Agency have agreed in writing to a minimum valuation of the Project Area of \$1,200,000 by January 1, 2021, per Section 3(b) of the Redevelopment Contract;

(k) that the Agency and the City have agreed to assist the Redeveloper with certain grants as set forth in the Redevelopment Contract and in consideration for undertaking the costs of constructing the improvements associated with the Phase II Project in the Project Area, and for such purpose it is necessary for the Agency to authorize the issuance of its tax increment revenue bond;

(l) that upon the request of Redeveloper, and pursuant to the Redevelopment Contract, the Agency will issue the bond for the Phase II Project in an amount not to exceed \$215,000;

(m) that the Redevelopment Contract provides that the Agency will assist the Redeveloper with certain grant assistance and the issuance of the bond as provided for in this Resolution;

(n) that all ad valorem taxes received by the Agency's Treasurer related to the Project Area shall be allocated to the Bond pursuant to the terms of said bond and this Resolution; and

(o) that all conditions, acts and things required by law to exist or to be done precedent to the authorizing of the Agency's bond as provided for in this Resolution do exist and have been done as provided by law, or will be done prior to the Agency's issuance of the bond to Redeveloper.

Section 2. The bond in an amount not to exceed Two Hundred Fifteen Thousand Dollars

(\$215,000) is hereby ordered issued in accordance with Section 18-2125, R.R.S. Neb. 2012, by the Agency and shall be designated as its "Tax Increment Revenue Bond of the Community Development Agency for City of Columbus, Nebraska (WHO Development Redevelopment Project – Phase II Project)," in such series as determined by the Agency (hereinafter referred to as the "Bond"). The Bond shall be issued in the single denomination in an amount not to exceed \$215,000. The Bond shall be dated as of the date of delivery ("Dated Date"). The Bond shall bear interest from the Dated Date until maturity (or earlier redemption) at the rate of five and forty-hundredths percent (5.40%) per annum. The principal of the Bond shall become due on January 1, 2037, provided that such principal amount shall be subject to mandatory redemption from "Available Funds" as described in Section 5 below on January 1 and July 1 of each year. All interest upon the Bond shall be payable on July 1, 2022, and semiannually thereafter on and January 1 and July 1 of each year until full maturity of the Bond.

The Bond shall be issued in fully registered form. The Agency's Treasurer (the City Treasurer of the City of Columbus) is hereby designated as paying agent and registrar for the Bond (the "Agent"). The Agent shall serve in such capacities pursuant to the terms of this Resolution. The interest due on each interest payment date prior to maturity shall be payable to the registered owner of record as of the last business day of the calendar month immediately preceding the calendar month in which such interest payment date occurs (the "Record Date"), subject to the provisions of Section 4 hereof. Payments of interest due on the Bond, except for payments due on final maturity date, or other final payment, shall be made by the Agent by mailing or delivering a check or draft in the amount then due for interest on the Bond to the registered owner of the Bond, as of the Record Date for such interest payment date, to such owner's registered addresses as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at final maturity or other final payment shall be made by the Agent to the registered owner upon presentation and surrender of the Bond to the Agent at the Agency's offices at City Hall in the City of Columbus, Nebraska. The Agency and the Agent may treat the registered owner of the Bond as the absolute owner of the Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Agent shall be affected by any notice or knowledge to the contrary, whether the Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of the Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the Agency and the Agent, in respect of the liability upon the Bond or claims for interest to the extent of the sum or sums so paid.

Section 3. The Agent shall keep and maintain for the Agency books for the registration and transfer of the Bond at the Agency's offices at City Hall in Columbus, Nebraska. The name and registered address of the registered owner of the Bond shall at all times be recorded in such books. The Bond may be transferred pursuant to its provisions at the Agency's offices by surrender of such Bond for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to the Agent, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Agent on behalf of the Agency will register such transfer upon its books and make notation thereof on the Bond and deliver the Bond at its office to the transferee owner (or send it by registered mail to the transferee owner thereof at such transferee owner's expense). Any transfers of the Bond shall be upon the basis of a private placement and each proposed transferee registered owner shall furnish the Agent with assurances in form satisfactory to the Agent that such Bond is being purchased for investment purposes only, without view to redistribution and upon the independent credit

judgment and investigation of the proposed transferee. The Agency and the Agent shall not be required to transfer the Bond during any period from any Record Date until its immediately following interest payment date or to transfer the Bond when called for redemption, in whole or in part, for a period of 15 days next preceding any date fixed for redemption or partial redemption.

Section 4. In the event that payments of interest or for mandatory partial redemption due on the Bond on any interest payment date are not timely made, such interest or redemption price shall cease to be payable to the registered owner as of the Record Date for such interest payment date and shall be payable to the registered owner of the Bond as of a special date of record for payment of such defaulted interest or redemption price as shall be designated by the Agent whenever monies for the purpose of paying such defaulted interest or redemption price become available.

Section 5. At any time, the Agency shall have the option of prepaying in whole or in part principal of the Bond. Any such optional prepayment of principal shall be accompanied by an amount equal to all accrued but unpaid interest on the principal amount being prepaid. Notice of any optional redemption for the Bond shall be given at the direction of the Agency by the Agent by mail not less than 15 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of the Bond at said owner's registered address. Notice of call for redemption may be waived in writing by any registered owner. In the event of prepayment in whole the Bond shall be cancelled. The determination of the amount and timing of any optional redemption of the Bond shall be in the absolute discretion of the Agency. The Bond shall also be subject to mandatory partial redemption, without notice, on each interest payment date from all funds to be available in the Bond Payment Account (as hereinafter established and defined in section 7 of this resolution), including all amounts, if any, from investment earnings for such fund, rounded down to the nearest one hundred dollars, after payment of all accrued but unpaid interest on each interest payment date (which funds are referred to in this Resolution as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each interest payment date and shall be remitted to the registered owner of the Bond with interest payments. The Agent shall mark the Agent's records with respect to each mandatory partial principal prepayment made from Available Funds and it shall not be necessary for the registered owner to present the Bond for notation of such prepayment. The records of the Agent shall govern as to any determination of the principal amount of the Bond outstanding at any time and the registered owner shall have the right to request information in writing from the Agent at any time as to the principal amount outstanding upon the Bond.

Section 6. The Bond shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF PLATTE**

**TAX INCREMENT REVENUE BOND OF
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA
(WHO DEVELOPMENT REDEVELOPMENT PROJECT – PHASE II PROJECT)
SERIES _____**

Dated Date: _____

<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Final Maturity Date</u>
\$215,000	5.40%	January 1, 2037

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on July 1, 2022, and semiannually thereafter on January 1 and July 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of the Agency, as Paying Agent and Registrar for the Agency, at the offices of the Agency, at City Hall, in Columbus, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is the sole bond of its series of the total principal amount of Two Hundred-Fifteen Thousand Dollars (\$215,000) issued by the Agency for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Contract (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Agency and approved by the Mayor and City Council of the City of Columbus, Nebraska, via Resolution No. R18-42 on April 2, 2018, as supplemented by that certain first supplement

approved July 2, 2018, via Resolution No. R18-85, as further supplemented by that certain second supplement approved September 16, 2019, via Resolution No. R19-143 (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the City Council of the City of Columbus, acting as the governing body of the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the "Redevelopment Contract" (as defined in the Resolution) and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the Resolution. The principal of this bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "Available Funds" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Contract and located within the "Project Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer attributable to the Project Area which are received by said Treasurer as of and from and after January 1, 2022, and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Area based on any increase in the taxable value determined as of January 1, 2021.

Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. **This bond shall not constitute an obligation of the State of Nebraska, the Agency or of the City of Columbus (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and the State of Nebraska, Agency and the City of Columbus shall not be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not. THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IN THE EVENT THE VALIDITY OF THE RESOLUTION OR ISSUANCE OF THIS BOND IS LEGALLY CHALLENGED WITHIN THIRTY (30) DAYS OF THIS BOND'S DATED DATE, THE HOLDER SHALL IMMEDIATELY FORFEIT THIS BOND TO THE AGENCY, AND AT THE REASONABLE DISCRETION OF THE AGENCY, THIS BOND SHALL BE VOID AB INITIO WITHOUT ANY LIABILITY OF THE AGENCY OR THE CITY OF COLUMBUS.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the City Council of the City of Columbus, Nebraska, as the governing body of the Agency have caused this bond to be executed on behalf of the Agency by being signed by the Council President and City Clerk, all as of the Dated Date shown above.

Dated this ____ day of _____, 20__.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

ATTEST:

By: _____
 (Sample – Do Not Sign)
 Chairperson (Council President)

 (Sample – Do Not Sign)
 Secretary (City Clerk)

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency of the City of Columbus, Nebraska kept by the Paying Agent and Registrar identified in the foregoing Bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20____	_____	(Sample – Do Not Sign)

Section 7. This Resolution hereby sets forth January 1, 2021, as the effective date after which ad valorem taxes on real property located within the redevelopment project are to be apportioned pursuant to Section 18-2147, R.R.S. Neb. 2012, as amended. As of and from and after January 1, 2022, that portion of the ad valorem taxes collected on the real estate located within the Project Area which is described in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as amended, and which ad valorem taxes received by the Agency's Treasurer attributable to the Project Area which are attributable to valuation increases determined as of January 1, 2021 (the "Project Area Tax Receipts"), shall be paid into a special fund of the Agency to be designated as the "Community Development Agency — WHO Development Project Fund – Phase II Project" (the "Bond Payment Account") to be held by the Agent for application to payments on the Bond.

The Agency hereby pledges for the payment of the Bond both principal and interest as the same fall due, equally and ratably, all Project Area Tax Receipts associated with the real estate described in the Redevelopment Contract and so paid into the Bond Payment Account as a prior and first lien upon said receipts for the security and payment of the Bond. Monies held in the Bond Payment Account shall be invested to the extent practicable and investment earnings on such monies shall be applied in the same manner as all other funds held in the Bond Payment Account.

Section 8. The Bond shall be executed on behalf of the Agency by the Chairperson (Council President) and Secretary (City Clerk). Upon execution, the Bond shall be registered by the Agent in the name of the Redeveloper or its designee as the initial registered owner(s) and shall be delivered in consideration of the performance by the Redeveloper (and certain of its predecessors) in accordance with the Plan. The Redeveloper may request notation of a pledge interest in the Bond on the records of the Agent. The initial purchaser (and any pledgee) of the Bond shall be required to deliver an investment representation letter to the Agent. Such letter shall be satisfactory in form to the officers of the Agency, or any one or more of them, as advised by the Agency's attorneys.

Section 9. If the date for payment of the interest or principal on the Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 10. The Secretary of the Agency shall make and certify one or more copies of the transcripts of the proceedings of the Agency precedent to the issuance of the Bond one of which copies shall be delivered to the Agency.

Section 11. The Chairperson and Secretary or any one of them are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 12. The authorization for the Bond provided for in this Resolution is based upon expectations as to completion of construction, valuation and proposed tax rates suggested by and/or agreeable to the Redeveloper. The Agency has given and hereby gives no assurances that such expectations will in fact be fulfilled.

Section 13. Interest on the Bond shall be subject to taxation for both federal and Nebraska state income taxes, as and to the extent provided by law, and no information report shall be filed with the Internal Revenue Service under Section 149(e) of the Code.

Section 14. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 15. This Resolution shall be in force and take effect from and after its adoption as provided by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

SPECIAL CITY ATTORNEY

Exhibit "A"

Legal Description of the Project Area

LOT 4 LEGACY SQUARE SUBDIVISION A SUBDIVISION OF LOTS 1 & 2 BLOCK A
RANDALL 3RD ADDITION, COLUMBUS, PLATTE COUNTY, NEBRASKA.

Exhibit "B"
Redevelopment Contract

(See attached)

DOCS/2473386.1

7. **Resolution No. R20-61 authorizing issuance of Tax Increment Revenue Bonds for WHO Development - Phase III Starbucks Project.**



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE


Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: May 28, 2020

TO: Mayor and City Council and City Council sitting as Community Development Agency

FROM: Tara Vasicek, City Administrator 

RE: Bond Resolution for the Third Supplement to the Amended Master Redevelopment Plan for Lot 3, Randall 3rd, Columbus for construction of a 2,400 sq ft Starbucks. (The Old WalMart Property)

RECOMMENDATION:

Approval of the bond resolution for the redevelopment plan amendment to the "33rd Avenue and U.S. Highway 30 Redevelopment Plan".

DISCUSSION:

The developer, City staff and legal counsel have ensured that the bond resolution reflects the approved redevelopment plan and redevelopment agreement for the project. The bond resolution details of scope of the project and the not to exceed amount of bonds to be \$277,000. These TIF bond proceeds will be used to pay for eligible TIF expenses as defined by State Statute and as approved in the redevelopment plan for this project.

RESOLUTION NO. R20-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW.

BE IT RESOLVED by the City Council of the City of Columbus, Nebraska (the "City"), acting as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), as follows:

Section 1. The City Council of the City, acting as the governing body of the Agency, hereby find and determines:

(a) that the Mayor and City Council of the City duly created the Agency by ordinance for purposes of assisting with redevelopment of blighted and substandard real estate located within the City; that the Agency has and may exercise all of the powers of a redevelopment authority provided for under the Nebraska Community Development Law, sections 18-2101, et. seq., of the Nebraska Revised Statutes (the "Act"); that there has been prepared a redevelopment plan, entitled "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska (WHO Development Redevelopment Project)", as further supplemented and amended (the "Master Plan"), for the phased redevelopment of the real estate described and referred to in Exhibit A (hereinafter in this Resolution referred to as the "Project Area");

(b) that prior to the recommendation or approval of the Master Plan an area which includes the Project Area was declared blighted and substandard by action of the Mayor and City Council of the City;

(c) that the City has had in effect its comprehensive plan for the development of the City from the time prior to the preparation of the Master Plan;

(d) that the Master Plan was submitted to the Planning Commission of the City and approved and thereafter recommended by the Agency to the Mayor and City Council of the City, as and to the extent required by the Act;

(e) That on the 1st day of June, 2020, the Mayor and City Council of the City held a public hearing on a supplement to the Master Plan (the "Plan Supplement") setting forth the third phase of the Master Plan, for which notice was given by publication prior to such hearing in the *Columbus Telegram* in conformance with the Act, and, after such hearing, the Mayor and Council gave their approval to the Plan Supplement (the Plan and Plan Supplement are hereafter collectively referred to as the "Plan");

(f) that the third phase of the Plan, among other things, calls for the construction of an approximately 2,400 square foot Starbucks Coffee Shop within the Redevelopment

Project Area (the "Phase III Starbucks Project"), as more particularly described in the Plan and the redevelopment agreement for the Phase III Starbucks Project entered into between WHO Development, LLC, a Nebraska limited liability company ("Redeveloper"), and the Agency, dated June 1, 2020, attached hereto as Exhibit B and incorporated herein by reference (the "Redevelopment Contract");

(g) that Redeveloper, will undertake or has undertaken the redevelopment of the real estate in the Project Area by constructing the Phase III Starbucks Project, as described in the Plan and the Redevelopment Contract, and the City and the Agency have previously communicated willingness to assist such redevelopment in order to encourage employment and economic development of the City as well as for the redevelopment of a blighted and substandard area of the City;

(h) that the Agency shall timely file a "Notice to Divide Tax" with the county assessor for Platte County, Nebraska, with respect to the Phase III Starbucks Project on or before August 1, 2021, in conformance with the Redevelopment Contract and Act;

(i) that Redeveloper has incurred or is expected to incur costs of approximately \$1,591,000 relating to the construction of the Phase III Starbucks Project in the Project Area (the "Project Costs");

(j) that the Redeveloper and the Agency have agreed in writing to a minimum valuation of the Project Area of \$1,500,000 by January 1, 2021, per Section 3(b) of the Redevelopment Contract;

(k) that the Agency and the City have agreed to assist the Redeveloper with certain grants as set forth in the Redevelopment Contract and in consideration for undertaking the costs of constructing the improvements associated with the Phase III Starbucks Project in the Project Area, and for such purpose it is necessary for the Agency to authorize the issuance of its tax increment revenue bond;

(l) that upon the request of Redeveloper, and pursuant to the Redevelopment Contract, the Agency will issue the bond for the Phase III Starbucks Project in an amount not to exceed \$277,000;

(m) that the Redevelopment Contract provides that the Agency will assist the Redeveloper with certain grant assistance and the issuance of the bond as provided for in this Resolution;

(n) that all ad valorem taxes received by the Agency's Treasurer related to the Project Area shall be allocated to the Bond pursuant to the terms of said bond and this Resolution; and

(o) that all conditions, acts and things required by law to exist or to be done precedent to the authorizing of the Agency's bond as provided for in this Resolution do exist and have been done as provided by law, or will be done prior to the Agency's issuance of the bond to Redeveloper.

Section 2. The bond in an amount not to exceed Two Hundred Seventy-Seven Thousand

Dollars (\$277,000) is hereby ordered issued in accordance with Section 18-2125, R.R.S. Neb. 2012, by the Agency and shall be designated as its "Tax Increment Revenue Bond of the Community Development Agency for City of Columbus, Nebraska (WHO Development Redevelopment Project – Phase III Starbucks Project)," in such series as determined by the Agency (hereinafter referred to as the "Bond"). The Bond shall be issued in the single denomination in an amount not to exceed \$277,000. The Bond shall be dated as of the date of delivery ("Dated Date"). The Bond shall bear interest from the Dated Date until maturity (or earlier redemption) at the rate of four and ninety-hundredths percent (4.90%) per annum. The principal of the Bond shall become due on January 1, 2037, provided that such principal amount shall be subject to mandatory redemption from "Available Funds" as described in Section 5 below on January 1 and July 1 of each year. All interest upon the Bond shall be payable on July 1, 2022, and semiannually thereafter on and January 1 and July 1 of each year until full maturity of the Bond.

The Bond shall be issued in fully registered form. The Agency's Treasurer (the City Treasurer of the City of Columbus) is hereby designated as paying agent and registrar for the Bond (the "Agent"). The Agent shall serve in such capacities pursuant to the terms of this Resolution. The interest due on each interest payment date prior to maturity shall be payable to the registered owner of record as of the last business day of the calendar month immediately preceding the calendar month in which such interest payment date occurs (the "Record Date"), subject to the provisions of Section 4 hereof. Payments of interest due on the Bond, except for payments due on final maturity date, or other final payment, shall be made by the Agent by mailing or delivering a check or draft in the amount then due for interest on the Bond to the registered owner of the Bond, as of the Record Date for such interest payment date, to such owner's registered addresses as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at final maturity or other final payment shall be made by the Agent to the registered owner upon presentation and surrender of the Bond to the Agent at the Agency's offices at City Hall in the City of Columbus, Nebraska. The Agency and the Agent may treat the registered owner of the Bond as the absolute owner of the Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Agent shall be affected by any notice or knowledge to the contrary, whether the Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of the Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the Agency and the Agent, in respect of the liability upon the Bond or claims for interest to the extent of the sum or sums so paid.

Section 3. The Agent shall keep and maintain for the Agency books for the registration and transfer of the Bond at the Agency's offices at City Hall in Columbus, Nebraska. The name and registered address of the registered owner of the Bond shall at all times be recorded in such books. The Bond may be transferred pursuant to its provisions at the Agency's offices by surrender of such Bond for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to the Agent, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Agent on behalf of the Agency will register such transfer upon its books and make notation thereof on the Bond and deliver the Bond at its office to the transferee owner (or send it by registered mail to the transferee owner thereof at such transferee owner's expense). Any transfers of the Bond shall be upon the basis of a private placement and each proposed transferee registered owner shall furnish the Agent with assurances in form satisfactory to the Agent that such Bond is being purchased for

investment purposes only, without view to redistribution and upon the independent credit judgment and investigation of the proposed transferee. The Agency and the Agent shall not be required to transfer the Bond during any period from any Record Date until its immediately following interest payment date or to transfer the Bond when called for redemption, in whole or in part, for a period of 15 days next preceding any date fixed for redemption or partial redemption.

Section 4. In the event that payments of interest or for mandatory partial redemption due on the Bond on any interest payment date are not timely made, such interest or redemption price shall cease to be payable to the registered owner as of the Record Date for such interest payment date and shall be payable to the registered owner of the Bond as of a special date of record for payment of such defaulted interest or redemption price as shall be designated by the Agent whenever monies for the purpose of paying such defaulted interest or redemption price become available.

Section 5. At any time, the Agency shall have the option of prepaying in whole or in part principal of the Bond. Any such optional prepayment of principal shall be accompanied by an amount equal to all accrued but unpaid interest on the principal amount being prepaid. Notice of any optional redemption for the Bond shall be given at the direction of the Agency by the Agent by mail not less than 15 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of the Bond at said owner's registered address. Notice of call for redemption may be waived in writing by any registered owner. In the event of prepayment in whole the Bond shall be cancelled. The determination of the amount and timing of any optional redemption of the Bond shall be in the absolute discretion of the Agency. The Bond shall also be subject to mandatory partial redemption, without notice, on each interest payment date from all funds to be available in the Bond Payment Account (as hereinafter established and defined in section 7 of this resolution), including all amounts, if any, from investment earnings for such fund, rounded down to the nearest one hundred dollars, after payment of all accrued but unpaid interest on each interest payment date (which funds are referred to in this Resolution as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each interest payment date and shall be remitted to the registered owner of the Bond with interest payments. The Agent shall mark the Agent's records with respect to each mandatory partial principal prepayment made from Available Funds and it shall not be necessary for the registered owner to present the Bond for notation of such prepayment. The records of the Agent shall govern as to any determination of the principal amount of the Bond outstanding at any time and the registered owner shall have the right to request information in writing from the Agent at any time as to the principal amount outstanding upon the Bond.

Section 6. The Bond shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF PLATTE**

**TAX INCREMENT REVENUE BOND OF
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA
(WHO DEVELOPMENT REDEVELOPMENT PROJECT – PHASE III STARBUCKS
PROJECT)
SERIES _____**

Dated Date: _____

<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Final Maturity Date</u>
\$277,000	4.90%	January 1, 2037

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on July 1, 2022, and semiannually thereafter on January 1 and July 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of the Agency, as Paying Agent and Registrar for the Agency, at the offices of the Agency, at City Hall, in Columbus, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is the sole bond of its series of the total principal amount of Two Hundred Seventy-Seven Thousand Dollars (\$277,000) issued by the Agency for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Contract (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Agency and approved by the Mayor and City Council of the City of

Columbus, Nebraska, via Resolution No. R18-42 on April 2, 2018, as supplemented by that certain first supplement approved July 2, 2018, via Resolution No. R18-85, as further supplemented by that certain second supplement approved September 16, 2019, via Resolution No. R19-143, as further supplemented by that certain third supplement approved June 1, 2020, via Resolution No. R20-____ (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the City Council of the City of Columbus, acting as the governing body of the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the "Redevelopment Contract" (as defined in the Resolution) and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the Resolution. The principal of this bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "Available Funds" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Contract and located within the "Project Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer attributable to the Project Area which are received by said Treasurer as of and from and after January 1, 2022, and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Area based on any increase in the taxable value determined as of January 1, 2021.

Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. **This bond shall not constitute an obligation of the State of Nebraska, the Agency or of the City of Columbus (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and the State of Nebraska, Agency and the City of Columbus shall not be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not. THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IN THE EVENT THE VALIDITY OF THE RESOLUTION OR ISSUANCE OF THIS BOND IS LEGALLY CHALLENGED WITHIN THIRTY (30) DAYS OF THIS BOND'S DATED DATE, THE HOLDER SHALL IMMEDIATELY FORFEIT THIS BOND TO THE AGENCY, AND AT THE REASONABLE DISCRETION OF THE AGENCY, THIS BOND SHALL BE VOID AB INITIO WITHOUT ANY LIABILITY OF THE AGENCY OR THE CITY OF COLUMBUS.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the City Council of the City of Columbus, Nebraska, as the governing body of the Agency have caused this bond to be executed on behalf of the Agency by being signed by the Council President and City Clerk, all as of the Dated Date shown above.

Dated this ____ day of _____, 20__.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

ATTEST:

By: _____
 (Sample – Do Not Sign)
 Chairperson (Council President)

 (Sample – Do Not Sign)
 Secretary (City Clerk)

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency of the City of Columbus, Nebraska kept by the Paying Agent and Registrar identified in the foregoing Bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20____	_____	(Sample – Do Not Sign)

Section 7. This Resolution hereby sets forth January 1, 2021, as the effective date after which ad valorem taxes on real property located within the redevelopment project are to be apportioned pursuant to Section 18-2147, R.R.S. Neb. 2012, as amended. As of and from and after January 1, 2022, that portion of the ad valorem taxes collected on the real estate located within the Project Area which is described in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as amended, and which ad valorem taxes received by the Agency's Treasurer attributable to the Project Area which are attributable to valuation increases determined as of January 1, 2021 (the "Project Area Tax Receipts"), shall be paid into a special fund of the Agency to be designated as the "Community Development Agency — WHO Development Project Fund – Phase III Starbucks Project" (the "Bond Payment Account") to be held by the Agent for application to payments on the Bond.

The Agency hereby pledges for the payment of the Bond both principal and interest as the same fall due, equally and ratably, all Project Area Tax Receipts associated with the real estate described in the Redevelopment Contract and so paid into the Bond Payment Account as a prior and first lien upon said receipts for the security and payment of the Bond. Monies held in the Bond Payment Account shall be invested to the extent practicable and investment earnings on such monies shall be applied in the same manner as all other funds held in the Bond Payment Account.

Section 8. The Bond shall be executed on behalf of the Agency by the Chairperson (Council President) and Secretary (City Clerk). Upon execution, the Bond shall be registered by the Agent in the name of the Redeveloper or its designee as the initial registered owner(s) and shall be delivered in consideration of the performance by the Redeveloper (and certain of its predecessors) in accordance with the Plan. The Redeveloper may request notation of a pledge interest in the Bond on the records of the Agent. The initial purchaser (and any pledgee) of the Bond shall be required to deliver an investment representation letter to the Agent. Such letter shall be satisfactory in form to the officers of the Agency, or any one or more of them, as advised by the Agency's attorneys.

Section 9. If the date for payment of the interest or principal on the Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 10. The Secretary of the Agency shall make and certify one or more copies of the transcripts of the proceedings of the Agency precedent to the issuance of the Bond one of which copies shall be delivered to the Agency.

Section 11. The Chairperson and Secretary or any one of them are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 12. The authorization for the Bond provided for in this Resolution is based upon expectations as to completion of construction, valuation and proposed tax rates suggested by and/or agreeable to the Redeveloper. The Agency has given and hereby gives no assurances that such expectations will in fact be fulfilled.

Section 13. Interest on the Bond shall be subject to taxation for both federal and Nebraska state income taxes, as and to the extent provided by law, and no information report shall be filed with the Internal Revenue Service under Section 149(e) of the Code.

Section 14. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 15. This Resolution shall be in force and take effect from and after its adoption as provided by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

SPECIAL CITY ATTORNEY

Exhibit "A"

Legal Description of the Project Area

LOT 3, LEGACY SQUARE SUBDIVISION, A SUBDIVISION OF LOTS 1 & 2, BLOCK A,
RANDALL 3RD ADDITION, COLUMBUS, PLATTE COUNTY, NEBRASKA.

Exhibit "B"
Redevelopment Contract

(See attached)

DOCS/2473910.1

8. **Resolution No. R20-62 authorizing the issuance of Tax Increment Revenue Bonds for WHO Development - Phase III Retail Project.**



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE
Administration Office (402) 562-4232 Fax (402) 563-1380

memorandum

DATE: May 28, 2020
TO: Mayor and City Council and City Council sitting as Community Development Agency
FROM: Tara Vasicek, City Administrator *TV*
RE: TIF Bonds to the Amended Master Redevelopment Plan for approximately 60,000 square feet of indoor space within the vacated Walmart building. (The Old WalMart Property)

RECOMMENDATION:

Approval of the bond resolution for the redevelopment plan amendment to the “33rd Avenue and U.S. Highway 30 Redevelopment Plan”.

DISCUSSION:

The developer, City staff and legal counsel have ensured that the bond resolution reflects the approved redevelopment plan and redevelopment agreement for the project. The bond resolution details of scope of the project and the not to exceed amount of bonds to be \$575,000. These TIF bond proceeds will be used to pay for eligible TIF expenses as defined by State Statute and as approved in the redevelopment plan for this project.

RESOLUTION NO. R20- 62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW.

BE IT RESOLVED by the City Council of the City of Columbus, Nebraska (the "City"), acting as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), as follows:

Section 1. The City Council of the City, acting as the governing body of the Agency, hereby find and determines:

(a) that the Mayor and City Council of the City duly created the Agency by ordinance for purposes of assisting with redevelopment of blighted and substandard real estate located within the City; that the Agency has and may exercise all of the powers of a redevelopment authority provided for under the Nebraska Community Development Law, sections 18-2101, et. seq., of the Nebraska Revised Statutes (the "Act"); that there has been prepared a redevelopment plan, entitled "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska (WHO Development Redevelopment Project)", as further supplemented and amended (the "Master Plan"), for the phased redevelopment of the real estate described and referred to in Exhibit A (hereinafter in this Resolution referred to as the "Project Area");

(b) that prior to the recommendation or approval of the Master Plan an area which includes the Project Area was declared blighted and substandard by action of the Mayor and City Council of the City;

(c) that the City has had in effect its comprehensive plan for the development of the City from the time prior to the preparation of the Master Plan;

(d) that the Master Plan was submitted to the Planning Commission of the City and approved and thereafter recommended by the Agency to the Mayor and City Council of the City, as and to the extent required by the Act;

(e) That on the 1st day of June, 2020, the Mayor and City Council of the City held a public hearing on a supplement to the Master Plan (the "Plan Supplement") setting forth the third phase of the Master Plan, for which notice was given by publication prior to such hearing in the *Columbus Telegram* in conformance with the Act, and, after such hearing, the Mayor and Council gave their approval to the Plan Supplement (the Plan and Plan Supplement are hereafter collectively referred to as the "Plan");

(f) that the third phase of the Plan, among other things, calls for the rehabilitation of approximately 60,000 square feet of indoor space within the vacated Walmart

building on 23rd Street in Columbus. The space will be occupied by multiple entities for retail and office use: approximately 12,000 square feet for a call center, approximately 35,000 square feet for an indoor storage company, and approximately 9,000 square feet for a retailer/fitness within the Redevelopment Project Area (the "Phase III Retail Project"), as more particularly described in the Plan and the redevelopment agreement for the Phase III Retail Project entered into between Columbus Retail, LLC, a Nebraska limited liability company ("Redeveloper"), and the Agency, dated June 1, 2020, attached hereto as Exhibit B and incorporated herein by reference (the "Redevelopment Contract");

(g) that Redeveloper, will undertake or has undertaken the redevelopment of the real estate in the Project Area by constructing the Phase III Retail Project, as described in the Plan and the Redevelopment Contract, and the City and the Agency have previously communicated willingness to assist such redevelopment in order to encourage employment and economic development of the City as well as for the redevelopment of a blighted and substandard area of the City;

(h) that the Agency filed a "Notice to Divide Tax" with the county assessor for Platte County, Nebraska, with respect to the Phase III Retail Project on or before August 1, 2019, in conformance with the Redevelopment Contract and Act;

(i) that Redeveloper has incurred or is expected to incur costs of approximately \$3,295,000 relating to the construction of the Phase III Retail Project in the Project Area (the "Project Costs");

(j) that the Redeveloper and the Agency have agreed in writing to a minimum valuation of the Project Area of \$2,870,285 by January 1, 2021, per Section 3(b) of the Redevelopment Contract;

(k) that the Agency and the City have agreed to assist the Redeveloper with certain grants as set forth in the Redevelopment Contract and in consideration for undertaking the costs of constructing the improvements associated with the Phase III Retail Project in the Project Area, and for such purpose it is necessary for the Agency to authorize the issuance of its tax increment revenue bond;

(l) that upon the request of Redeveloper, and pursuant to the Redevelopment Contract, the Agency will issue the bond for the Phase III Retail Project in an amount not to exceed \$575,000;

(m) that the Redevelopment Contract provides that the Agency will assist the Redeveloper with certain grant assistance and the issuance of the bond as provided for in this Resolution;

(n) that all ad valorem taxes received by the Agency's Treasurer related to the Project Area shall be allocated to the Bond pursuant to the terms of said bond and this Resolution; and

(o) that all conditions, acts and things required by law to exist or to be done precedent to the authorizing of the Agency's bond as provided for in this Resolution do exist and

have been done as provided by law, or will be done prior to the Agency's issuance of the bond to Redeveloper.

Section 2. The bond in an amount not to exceed Five Hundred Seventy-Five Thousand Dollars (\$575,000) is hereby ordered issued in accordance with Section 18-2125, R.R.S. Neb. 2012, by the Agency and shall be designated as its "Tax Increment Revenue Bond of the Community Development Agency for City of Columbus, Nebraska (WHO Development Redevelopment Project – Phase III Retail Project)," in such series as determined by the Agency (hereinafter referred to as the "Bond"). The Bond shall be issued in the single denomination in an amount not to exceed \$575,000. The Bond shall be dated as of the date of delivery ("Dated Date"). The Bond shall bear interest from the Dated Date until maturity (or earlier redemption) at the rate of one and ninety-hundredths percent (1.90%) per annum. The principal of the Bond shall become due on January 1, 2035, provided that such principal amount shall be subject to mandatory redemption from "Available Funds" as described in Section 5 below on January 1 and July 1 of each year. All interest upon the Bond shall be payable on July 1, 2020, and semiannually thereafter on and January 1 and July 1 of each year until full maturity of the Bond.

The Bond shall be issued in fully registered form. The Agency's Treasurer (the City Treasurer of the City of Columbus) is hereby designated as paying agent and registrar for the Bond (the "Agent"). The Agent shall serve in such capacities pursuant to the terms of this Resolution. The interest due on each interest payment date prior to maturity shall be payable to the registered owner of record as of the last business day of the calendar month immediately preceding the calendar month in which such interest payment date occurs (the "Record Date"), subject to the provisions of Section 4 hereof. Payments of interest due on the Bond, except for payments due on final maturity date, or other final payment, shall be made by the Agent by mailing or delivering a check or draft in the amount then due for interest on the Bond to the registered owner of the Bond, as of the Record Date for such interest payment date, to such owner's registered addresses as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at final maturity or other final payment shall be made by the Agent to the registered owner upon presentation and surrender of the Bond to the Agent at the Agency's offices at City Hall in the City of Columbus, Nebraska. The Agency and the Agent may treat the registered owner of the Bond as the absolute owner of the Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Agent shall be affected by any notice or knowledge to the contrary, whether the Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of the Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the Agency and the Agent, in respect of the liability upon the Bond or claims for interest to the extent of the sum or sums so paid.

Section 3. The Agent shall keep and maintain for the Agency books for the registration and transfer of the Bond at the Agency's offices at City Hall in Columbus, Nebraska. The name and registered address of the registered owner of the Bond shall at all times be recorded in such books. The Bond may be transferred pursuant to its provisions at the Agency's offices by surrender of such Bond for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to the Agent, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Agent on behalf of the Agency will register such transfer upon its books and make notation thereof on the Bond and deliver the Bond at its office to the transferee owner (or send it by registered mail to the transferee owner thereof at

such transferee owner's expense). Any transfers of the Bond shall be upon the basis of a private placement and each proposed transferee registered owner shall furnish the Agent with assurances in form satisfactory to the Agent that such Bond is being purchased for investment purposes only, without view to redistribution and upon the independent credit judgment and investigation of the proposed transferee. The Agency and the Agent shall not be required to transfer the Bond during any period from any Record Date until its immediately following interest payment date or to transfer the Bond when called for redemption, in whole or in part, for a period of 15 days next preceding any date fixed for redemption or partial redemption.

Section 4. In the event that payments of interest or for mandatory partial redemption due on the Bond on any interest payment date are not timely made, such interest or redemption price shall cease to be payable to the registered owner as of the Record Date for such interest payment date and shall be payable to the registered owner of the Bond as of a special date of record for payment of such defaulted interest or redemption price as shall be designated by the Agent whenever monies for the purpose of paying such defaulted interest or redemption price become available.

Section 5. At any time, the Agency shall have the option of prepaying in whole or in part principal of the Bond. Any such optional prepayment of principal shall be accompanied by an amount equal to all accrued but unpaid interest on the principal amount being prepaid. Notice of any optional redemption for the Bond shall be given at the direction of the Agency by the Agent by mail not less than 15 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of the Bond at said owner's registered address. Notice of call for redemption may be waived in writing by any registered owner. In the event of prepayment in whole the Bond shall be cancelled. The determination of the amount and timing of any optional redemption of the Bond shall be in the absolute discretion of the Agency. The Bond shall also be subject to mandatory partial redemption, without notice, on each interest payment date from all funds to be available in the Bond Payment Account (as hereinafter established and defined in section 7 of this resolution), including all amounts, if any, from investment earnings for such fund, rounded down to the nearest one hundred dollars, after payment of all accrued but unpaid interest on each interest payment date (which funds are referred to in this Resolution as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each interest payment date and shall be remitted to the registered owner of the Bond with interest payments. The Agent shall mark the Agent's records with respect to each mandatory partial principal prepayment made from Available Funds and it shall not be necessary for the registered owner to present the Bond for notation of such prepayment. The records of the Agent shall govern as to any determination of the principal amount of the Bond outstanding at any time and the registered owner shall have the right to request information in writing from the Agent at any time as to the principal amount outstanding upon the Bond.

Section 6. The Bond shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF PLATTE**

**TAX INCREMENT REVENUE BOND OF
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA
(WHO DEVELOPMENT REDEVELOPMENT PROJECT – PHASE III RETAIL PROJECT)
SERIES _____**

Dated Date: _____

<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Final Maturity Date</u>
575,000	1.90%	January 1, 2035

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on July 1, 2020, and semiannually thereafter on January 1 and July 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of the Agency, as Paying Agent and Registrar for the Agency, at the offices of the Agency, at City Hall, in Columbus, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is the sole bond of its series of the total principal amount of Five Hundred Seventy-Five Thousand Dollars (\$575,000) issued by the Agency for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Contract (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Agency and approved by the Mayor and City Council of the City of Columbus, Nebraska, via Resolution No. R18-42 on April 2, 2018, as supplemented by that

certain first supplement approved July 2, 2018, via Resolution No. R18-85, as further supplemented by that certain second supplement approved September 16, 2019, via Resolution No. R19-143, as further supplemented by that certain third supplement approved June 1, 2020, via Resolution No. R20-___ (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the City Council of the City of Columbus, acting as the governing body of the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the "Redevelopment Contract" (as defined in the Resolution) and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the Resolution. The principal of this bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "Available Funds" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Contract and located within the "Project Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer attributable to the Project Area which are received by said Treasurer as of and from and after January 1, 2020, and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Area based on any increase in the taxable value determined as of January 1, 2019.

Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. **This bond shall not constitute an obligation of the State of Nebraska, the Agency or of the City of Columbus (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and the State of Nebraska, Agency and the City of Columbus shall not be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not. THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IN THE EVENT THE VALIDITY OF THE RESOLUTION OR ISSUANCE OF THIS BOND IS LEGALLY CHALLENGED WITHIN THIRTY (30) DAYS OF THIS BOND'S DATED DATE, THE HOLDER SHALL IMMEDIATELY FORFEIT THIS BOND TO THE AGENCY, AND AT THE REASONABLE DISCRETION OF THE AGENCY, THIS BOND SHALL BE VOID AB INITIO WITHOUT ANY LIABILITY OF THE AGENCY OR THE CITY OF COLUMBUS.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the City Council of the City of Columbus, Nebraska, as the governing body of the Agency have caused this bond to be executed on behalf of the Agency by being signed by the Council President and City Clerk, all as of the Dated Date shown above.

Dated this ____ day of _____, 20__.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

ATTEST:

By: _____
 (Sample – Do Not Sign)
 Chairperson (Council President)

 (Sample – Do Not Sign)
 Secretary (City Clerk)

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency of the City of Columbus, Nebraska kept by the Paying Agent and Registrar identified in the foregoing Bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20____	_____	(Sample – Do Not Sign)

Section 7. This Resolution hereby sets forth January 1, 2019, as the effective date after which ad valorem taxes on real property located within the redevelopment project are to be apportioned pursuant to Section 18-2147, R.R.S. Neb. 2012, as amended. As of and from and after January 1, 2020, that portion of the ad valorem taxes collected on the real estate located within the Project Area which is described in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as amended, and which ad valorem taxes received by the Agency's Treasurer attributable to the Project Area which are attributable to valuation increases determined as of January 1, 2019 (the "Project Area Tax Receipts"), shall be paid into a special fund of the Agency to be designated as the "Community Development Agency — WHO Development Project Fund – Phase Retail Project" (the "Bond Payment Account") to be held by the Agent for application to payments on the Bond.

The Agency hereby pledges for the payment of the Bond both principal and interest as the same fall due, equally and ratably, all Project Area Tax Receipts associated with the real estate described in the Redevelopment Contract and so paid into the Bond Payment Account as a prior and first lien upon said receipts for the security and payment of the Bond. Monies held in the Bond Payment Account shall be invested to the extent practicable and investment earnings on such monies shall be applied in the same manner as all other funds held in the Bond Payment Account.

Section 8. The Bond shall be executed on behalf of the Agency by the Chairperson (Council President) and Secretary (City Clerk). Upon execution, the Bond shall be registered by the Agent in the name of the Redeveloper or its designee as the initial registered owner(s) and shall be delivered in consideration of the performance by the Redeveloper (and certain of its predecessors) in accordance with the Plan. The Redeveloper may request notation of a pledge interest in the Bond on the records of the Agent. The initial purchaser (and any pledgee) of the Bond shall be required to deliver an investment representation letter to the Agent. Such letter shall be satisfactory in form to the officers of the Agency, or any one or more of them, as advised by the Agency's attorneys.

Section 9. If the date for payment of the interest or principal on the Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 10. The Secretary of the Agency shall make and certify one or more copies of the transcripts of the proceedings of the Agency precedent to the issuance of the Bond one of which copies shall be delivered to the Agency.

Section 11. The Chairperson and Secretary or any one of them are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 12. The authorization for the Bond provided for in this Resolution is based upon expectations as to completion of construction, valuation and proposed tax rates suggested by and/or agreeable to the Redeveloper. The Agency has given and hereby gives no assurances that such expectations will in fact be fulfilled.

Section 13. Interest on the Bond shall be subject to taxation for both federal and Nebraska state income taxes, as and to the extent provided by law, and no information report shall be filed with the Internal Revenue Service under Section 149(e) of the Code.

Section 14. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 15. This Resolution shall be in force and take effect from and after its adoption as provided by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

SPECIAL CITY ATTORNEY

Exhibit "A"

Legal Description of the Project Area

UNIT 2, LOT 5, LEGACY SQUARE SUBDIVISION, A SUBDIVISION OF LOTS 1 AND 2,
BLOCK A, RANDALL 3RD ADDITION, COLUMBUS, PLATTE COUNTY, NEBRASKA.

Exhibit "B"
Redevelopment Contract

(See attached)

DOCS/2473912.1

9. Adjournment.