

Agenda Packet

COMMUNITY DEVELOPMENT AGENCY

Monday, May 1, 2023
5:15 p.m.

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Notice of Meeting
Community Development Agency

The Community Development Agency will meet on Monday, May 1, 2023 at 5:15 p.m. at the City Council Chambers, 309 N. 5th St., Norfolk, Nebraska.

The Agency reserves the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

An agenda for such meeting, kept continuously current, is available at the office of the City Administrator, City of Norfolk, 309 N 5th St, Norfolk, Nebraska, during normal business hours.

Brianna Duerst
Norfolk City Clerk &
CDA Secretary

Publish (April 26, 2023)
1 P.O.P.

COMMUNITY DEVELOPMENT AGENCY

AGENDA

May 01, 2023

Call to Order

1. Call meeting to order
2. Inform the public about the location of the Open Meeting Act posted in the City Council Chambers and accessible to members of the public.
3. Roll Call

Action Items/Discussion Items

- | | |
|---|--------------------------|
| 4. Approve Agenda | Motion |
| 5. Approve the minutes of the April 3, 2023 Agency meeting. | Motion |
| 6. Consideration of Resolution No. 2023-7 approving the Redevelopment Contract with HCI Real Estate Company for the Kensington Building Redevelopment Project. | Resolution 2023-7 |
| 7. Consideration of acceptance of the Redevelopment Plan for the Cornhuskers Auto Redevelopment Project and authorization to forward to the Planning Commission for recommendation. | Motion |
| 8. Consideration of Resolution No. 2023-8 recommending approval of the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project and authorization to forward to the City Council. | Resolution 2023-8 |

STAFF MEMORANDUM
COMMUNITY DEVELOPMENT AGENCY

May 01, 2023

Call to Order

1. Call meeting to order
2. Inform the public about the location of the Open Meeting Act posted in the City Council Chambers and accessible to members of the public.
3. Roll Call

Action Items/Discussion Items

4. Approve Agenda **Motion**
5. Approve the minutes of the April 3, 2023 Agency meeting. **Motion**

See Enclosure 5.

6. Consideration of Resolution No. 2023-7 approving the Redevelopment Contract with HCI Real Estate Company for the Kensington Building Redevelopment Project. **Resolution 2023-7**

On April 17, 2023, the City Council approved the Redevelopment Plan for the Kensington Building Redevelopment Project. Resolution No. 2023-7 approves the Redevelopment Contract with HCI Real Estate Company to implement this project.

This Redevelopment Project will consist of the restoration and redevelopment of the Kensington into a boutique hotel with approximately 62 rooms, restaurant, meeting space, a fitness room, and a business center. Total project costs is expected to be over \$14 million with tax increment financing providing \$1,950,000 of this cost.

See Enclosure 6.

7. Consideration of acceptance of the Redevelopment Plan for the Cornhuskers Auto Redevelopment Project and authorization to forward to the Planning Commission for recommendation. **Motion**

On February 17, 2023, Cornhusker Auto Center, Inc. submitted a TIF application for property located 2125 Krenzien Drive that formerly housed Office Max. On March 20, 2023 the Economic Development Subcommittee reviewed the application and voted unanimously to move forward with acceptance of a Redevelopment Plan for this project.

Enclosed in the agenda packet is the Redevelopment Plan for the Cornhuskers Auto Redevelopment Project. The Project site is approximately 5.5 acres, consisting of paved parking areas and an approximately 30,670 square foot box store building. The Redevelopment Project will consist primarily of renovation and rehabilitation of the building for use as a Nissan dealership.

The Redeveloper acquired the project site late last year and will use TIF for reimbursement of part of the acquisition cost. Total project costs, including renovation and rehabilitation, is expected to be over \$6 million.

The Redeveloper is requesting TIF of \$417,468. The project is not economically feasible without TIF. Without TIF, the projected return on investment is approximately 8.2%. With TIF, the anticipated return on investment is approximately 10.4%. While the spread between the two projections is relatively narrow, the additional return (with TIF) allows Redeveloper to increase the size of the facility by 10%-15%, which, according to the Redeveloper, is a critical component of the Redevelopment Project's viability.

See Enclosure 7.

8. Consideration of Resolution No. 2023-8 recommending approval of the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project and authorization to forward to the City Council.

Resolution 2023-8

On January 17, Phillip Avenue Apartments, LLC submitted a TIF application for property located at the NE corner of Phillip Avenue and 5th Street. On February 21, the Economic Development Subcommittee reviewed the application and voted unanimously to move forward with acceptance of a Redevelopment Plan for this project. On April 3 the Community Development Agency accepted the Redevelopment Plan and forwarded it to the Planning Commission for recommendation. The Planning Commission held a hearing on this redevelopment plan at their April 18 meeting, and recommended approval of the plan on a 7-0 vote.

Enclosed in the agenda packet is the redevelopment plan for the Phillip Avenue Apartments Redevelopment Project. The project site is approximately .8 of an acre with both paved and non-paved surfaces and a vacant building. The Redevelopment Project will consist of demolishing the building and removal of the surfaces to build a 30-unit apartment complex on the property with green space. It is anticipated that this project will provide housing for Wayne State students participating in the Growing Together Initiative.

Redeveloper has purchased property and will incur additional TIF eligible costs such as site preparation in removing concrete and the building, dirt work, extension of utilities along with engineering and legal fees. TIF-eligible costs

are expected to be over \$500,000. Total project costs, is expected to be more than \$5 million. The comprehensive plan designates this area for mixed use which encompasses a wide variety of uses, including apartment buildings. Higher density residential development is encouraged in mixed use areas. The comprehensive plan indicated the best example of a mixed use development in Norfolk is downtown. This project is located in the downtown area as designated in the comprehensive plan. This project is in conformance with the comp plan and will assist in carrying out the objectives of the comprehensive plan. The project site is appropriately zoned R-3 for multifamily residential.

The Redeveloper is requesting TIF of \$445,000. The project is not economically feasible without TIF. Without TIF, the average return on investment over the first ten years is 0.55%. With TIF, the average return on investment over the first ten years is 5.86%.

See Enclosure 8.

COMMUNITY DEVELOPMENT AGENCY

The Community Development Agency of the City of Norfolk, Nebraska, met in the Council Chambers, 309 N 5th Street, Norfolk, Nebraska, on Monday, April 3, 2023, beginning at 5:15 p.m.

Chairman Moenning called the meeting to order.

Roll call found the following Agency members present: Frank Arens, Shane Clausen, Corey Granquist, Kory Hildebrand, Andrew McCarthy, Thad Murren, Justin Snorton, Justin Webb, and Josh Moenning. Absent: None.

City staff members present were City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, Finance Officer Randy Gates, City Clerk Brianna Duerst, Public Works Director Steve Rames, Economic Developer Candice Alder, Communications Manager Nick Stevenson, City Attorney Danielle Myers-Noelle, Director of Administrative Services Lyle Lutt and City Planner Val Grimes.

Notice of the meeting was given in advance by publication in the Norfolk Daily News, and the notice of the meeting was given to the Chairman and all members of the Agency prior to the meeting.

The Chairman presided and the Secretary recorded the proceedings.

The Chairman informed the public about the location of the current copy of the Open Meetings Act posted in the meeting room and accessible to members of the public.

Agenda

Murren moved, seconded by Hildebrand, to approve the agenda as printed. Roll call: Ayes: Arens, Clausen, Granquist, Hildebrand, McCarthy, Murren, Snorton, Webb and Moenning. Nays: None. Absent: None. Motion carried.

Minutes

(March 6, 2023 CDA Minutes)

Granquist moved, seconded by Arens to approve the minutes of the March 6, 2023, Agency meeting as printed. Roll call: Ayes: Arens, Clausen, Granquist, Hildebrand, McCarthy, Murren, Snorton, Webb and Moenning. Nays: None. Absent: None. Motion carried.

Resolution No. 2023-6

(Kensington Building Redevelopment Plan authorize to forward to Council)

Granquist moved, seconded by Hildebrand to approve the Redevelopment Plan for the Kensington Building Redevelopment Project and authorization to forward to the City Council.

Agency Treasurer Randy Gates provided information to agency members. The Project Site is approximately 1 acre located at the NW corner of Norfolk Avenue and 4th Street in Downtown Norfolk. The Redevelopment Project will consist of the restoration and redevelopment of the Kensington into a boutique hotel with approximately 62 rooms, a restaurant, meeting space, a fitness room, and a business center.

The redeveloper intends to purchase the property from the Norfolk Housing Agency and renovate for use as a hotel with work done to preserve the historic façade. North 4th Street, in front of the building, will be reconfigured to include a drop-off lane. Additionally, there will be changes to traffic controls, landscaping and streetscape improvements, improvements to sidewalks, curb and gutter. Total TIF-eligible costs are expected to be over \$2.6 million with total project costs is expected to be over \$14 million.

The Redeveloper is requesting TIF of \$1,950,000. The Project is not economically feasible without TIF. Without TIF, projected return on the project ranges from -.7% to 6.4%, over the first five years. With TIF, the projected return on the project ranges from -1.2% to 10.3%, over the first five years.

Roll call: Ayes: Arens, Clausen, Granquist, Hildebrand, McCarthy, Murren, Snorton, Webb and Moenning. Nays: None. Absent: None. Resolution 2023-6 was adopted.

Phillip Avenue Apartments Redevelopment Project
(Kensington Building Redevelopment Plan authorize to forward to Council)

Granquist moved, seconded by Murren to accept the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project and authorization to forward to the Planning Commission for Recommendation.

Agency Treasurer Randy Gates provided information to agency members. On January 17, Phillip Avenue Apartments, LLC submitted a TIF application for property located at the NE corner of Phillip Avenue and 5th Street. On February 21, the Economic Development Subcommittee reviewed the application and voted unanimously to move forward with acceptance of a Redevelopment Plan for this project.

The Project Site is approximately .8 of an acre of land with paved and non-paved surfaces and a vacant building. The Redevelopment Project will consist of demolishing the building and removal of the surfaces to build a 30-unit apartment complex on the property including green space. It is anticipated that this project will provide housing for Wayne State students participating in the Growing Together Initiative.

The redeveloper has purchased property and will incur additional TIF eligible costs such as, site preparation in removing concrete, removing of building and dirt work, extension of water, sewer, electrical services, and engineering and legal fees. The total cost of these public improvements, site acquisition, and other TIF-eligible costs are expected to be \$501,000. Total project costs, including private improvements, is expected to be \$5,032,000.

The Redeveloper is requesting TIF of \$445,000. The Project is not economically feasible without TIF. Without TIF, the average return on investment over the first ten years is 0.55%. Such a return is inadequate with respect to prudent investment and/or financing. With TIF, the average return on investment over the first ten years is 5.86%.

Roll call: Ayes: Arens, Clausen, Granquist, Hildebrand, McCarthy, Murren, Snorton, Webb and Moenning. Nays: None. Absent: None. Motion carried.

There being no further business the Mayor adjourned the meeting at 5:21 p.m.

ATTEST:

Josh Moenning, Chairman

Brianna Duerst, Secretary

(S E A L)

City of Norfolk, 309 N 5th Street, Norfolk, NE 68701

RESOLUTION NO. 2023-7

BE IT RESOLVED, by the governing body of the Community Development Agency of the City of Norfolk, Nebraska, that the Redevelopment Contract with HCI Real Estate Company, a corporation organized under the laws of the Winnebago Tribe of Nebraska, is hereby approved and the Chairperson and Secretary are hereby authorized to execute and deliver such agreement in substantially the form presented with such changes and modifications thereto as shall be deemed appropriate, based upon advice of the City Attorney or special council.

PASSED AND APPROVED this 1st day of May 2023.

Josh Moenning, Chairperson (Mayor)

(SEAL)

Brianna Duerst, Secretary (Clerk)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Josh Moenning, Chairperson of the Community Development Agency of the City of Norfolk, Nebraska.

Bethene A Hoff , Notary Public

REDEVELOPMENT CONTRACT
(The Kensington Building Redevelopment Project)

This Redevelopment Contract for the Kensington Building Redevelopment Project (“**Redevelopment Contract**”) is made and entered into as of the _____, 2023, by and between the Community Development Agency of the City of Norfolk, Nebraska (the “**Agency**”) and HCI Real Estate Company, a corporation organized under the laws of the Winnebago Tribe of Nebraska (“**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 adopted and approved a redevelopment plan entitled “Redevelopment Plan for the Kensington Building Redevelopment Project” (the “**Plan**”), and provided therein is a redevelopment project for the real estate described on Exhibit “A”, attached hereto and incorporated herein (the “**Redevelopment Project Area**”), which is located in the City of Norfolk, 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 rehabilitate and refurbish the Kensington Building, for use as a boutique hotel and mixed-use space, together with such public improvements associated therewith within the Redevelopment Project Area, as depicted on the site plan 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 corporation organized under the laws of the Winnebago Tribe 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).
- (c) 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 on or before January 1, 2025, at an estimated cost of \$14,350,000.
- (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 (“**TIF Revenues**”), 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 of the Nebraska Revised Statutes, 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. Upon request of the Agency or City, 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, 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.
- (o) With respect to the Redevelopment Project, Redeveloper has not pursued or received, and will not pursue or receive, tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act, or a refund of the City's local option sales tax revenue.
- (p) Redeveloper represents and warrants that the Redevelopment Project would not be financially feasible without the use of TIF, and therefore would not occur but for the grant of TIF provided hereunder.

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

This Redevelopment Contract hereby incorporates the Plan by this reference. In order to provide for payment of some of the eligible improvements 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 its Bond on a form provided by the Agency and set forth in the Bond Resolution, in the principal amount of \$1,950,000, at an interest rate of 0.00%. In consideration of Redeveloper undertaking the Redevelopment Project, the Agency shall issue the Bond to Redeveloper no earlier than thirty (30) days following the Agency's adoption of the Bond Resolution. At closing of the Bond, the

loan to be accomplished by this Section and the obligation of the Agency to use the TIF Revenues for redevelopment purposes under this Redevelopment Contract may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the Bond, except as otherwise provided herein.

The "effective date" (as defined in the Act) for the division of ad valorem real property taxes as provided under the Act shall be set forth in the Bond Resolution. The "redevelopment project valuation" (as defined in the Act) shall be the assessed value attributable to the Redevelopment Project Area on January 1 of the year prior to the effective date.

The Bond shall constitute a limited obligation of the Agency payable exclusively from the TIF Revenues 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. Prior to receipt of any TIF Revenues, the Agency shall create a special fund established solely to make payments on the Bond. Upon receipt of the TIF Revenues, the Agency shall deposit the TIF Revenues into the special fund, and thereafter disburse said TIF Revenues to the holder of the Bond (but only from available TIF Revenues) at the times provided in the Bond to provide for reimbursement of all or a portion of the Eligible Costs, to the extent paid by Redeveloper, as evidenced by paid invoices or other evidence acceptable to the Agency ("**Eligible Costs Certifications**"). Each such reimbursement hereunder shall be and constitute a grant to Redeveloper made under the terms of this Redevelopment Contract and the Act. The principal amount paid on the Bond shall not exceed the aggregate amount of Eligible Costs Certifications received by the Agency. Redeveloper may, at its option, submit one or more partial Eligible Costs Certifications prior to expenditure of all Eligible Costs providing certification of receipt of billings for work in progress. All Eligible Costs Certifications shall be subject to review and approval by the Agency prior to the funding of such Eligible Costs. If Redeveloper fails to submit Eligible Cost Certifications in an amount equal to or greater than the principal amount on the Bond upon completion of the Redevelopment Project, the principal and interest amounts on the Bond shall be reduced to the amount of Eligible Costs Certifications received/approved by the Agency; and Redeveloper shall cooperate with respect to all actions reasonably necessary, in the Agency's discretion, to accomplish the same.

Unless otherwise determined by 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.

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 of the Nebraska Revised Statutes, 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 \$6,200,000 within the Redevelopment Project Area (the “**Minimum Valuation**”) no later than January 1, 2025. 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 protest any taxable valuation assessed for the Redevelopment Project Area, as determined by the appropriate assessing and taxing officials of Madison County, Nebraska, for purposes of local ad valorem real estate taxes, to an amount below 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 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 for the division of ad valorem real estate taxes prescribed by the Act.
- (d) Redeveloper, its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, 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. This Section 3(d)(v) shall survive the expiration or termination of this Redevelopment Contract.

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 TIF Revenues 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 the 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 the memorandum 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 may: (1) suspend its performance under this Redevelopment Contract 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/or (2) 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) In addition to the remedies under Section 6(b), the Agency shall have the following additional remedies upon an Event of Default by Redeveloper:
 - (i) If at any time during the term of this Redevelopment Contract an Event of Default by Redeveloper shall occur and remain continuing, 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, with notice to Redeveloper, via a set off to the principal amount of the Bond equal to the Eligible Costs reasonably 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 TIF Revenues 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.

- (ii) If at any time during the term of this Redevelopment Contract an Event of Default by Redeveloper shall occur and remain continuing, following written notice from the Agency to Redeveloper of such Event of Default, the Agency may withhold any TIF Revenues received, and shall not be required to remit said TIF Revenues as debt service on the Bond unless and until Redeveloper cures the Event of Default.
- (iii) If at any time during the term of this Redevelopment Contract an Event of Default by Redeveloper 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, unless Redeveloper has commenced to cure the same and is diligently prosecuting the same to completion, the Agency may, upon further written notice to Redeveloper, terminate and void the Bond, in which case Redeveloper shall reimburse the Agency in amount equal to all TIF Revenues previously paid towards the Bond, within thirty (30) days' of the Agency's written notice.
- (d) 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.
- (e) 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.
- (f) 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; 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. 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, except as otherwise 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. Redeveloper agrees to procure, through itself or its contractors, a bond (or bonds) for the payment of costs to the extent required under Section 18-2151 of the Act. The City and Agency shall be included as co-obligees on any such bond (or bonds). Prior to undertaking any construction upon public lands or within a public right-of-way, Redeveloper shall provide a copy of such bond (or bonds) to the Agency, evidencing that the same is in effect in accordance with the requirements of this Section.

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 Madison 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:

HCI Real Estate Company
Attn: Lance Morgan
P.O. Box 390
Winnebago, NE 68071

with a copy to:

Cline Williams Wright Johnson & Oldfather, L.L.P.
Attn: Andrew Willis
233 South 13th Street, Suite 1900
Lincoln, NE 68508

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

Norfolk City Clerk
309 N 5th St
Norfolk, NE 68701

With a copy to:

Norfolk City Attorney
202 N 7th St
Norfolk, NE 68701

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.

No Party 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 a delay in the performance of such obligations is caused by a Force Majeure Event. A “**Force Majeure Event**” means any failure or delay in performance by a Party that is proximately caused by unforeseeable causes beyond its control and without its fault or negligence, such as acts of God, wars or insurrections, pandemics, and epidemics, among others. In the event of the occurrence of any such delay due to a Force Majeure Event, the time or times for performance of the obligations of the delayed Party shall be extended for the period of Force Majeure Event, as determined by the mutual agreement of the Parties. Any Party claiming such excused delay as the result of a Force Majeure Event shall, within twenty (20) days after the beginning of any such Force Majeure Event, notify the other Party in writing of the cause or causes thereof, and request an extension for the period of the delay.

Section 20. Right-of-Way Improvements. The Parties agree that Redeveloper shall be obligated to undertake, at its sole cost, the following improvements located within, or adjacent to, the public right(s)-of-way bordering the Redevelopment Project Area: (a) all improvements associated with the drop-off lane for the hotel (and any street reconfiguration directly related thereto); (b) all sidewalk improvements; (c) certain landscaping and streetscaping; and (d) such other improvements reasonably related to the foregoing items. The scope and design of the right-of-way improvements has not been finalized at this time and shall be mutually agreed upon by the parties subject to all regulations and design standards of the City. The Parties further agree that any other improvements within the public rights-of-way that are not included as part of the foregoing items, or reasonably related thereto, and which are deemed necessary or desirable by the City, including but not limited to traffic signal conversion, and any changes in surrounding traffic signs, curb and gutter associated with the traffic signal area, and any other right-of-way improvements that are not specifically required for the Project, shall be undertaken by the City, in its discretion, at its sole cost.

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.

(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 NORFOLK, NEBRASKA

By: _____
Chairperson (Mayor)

ATTEST:

Secretary (City Clerk)

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Josh Moenning, Chairperson (Mayor), and Brianna Duerst, Secretary (City Clerk), of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of such agency.

Notary Public

HCI REAL ESTATE COMPANY, a corporation
organized under the laws of the Winnebago Tribe of
Nebraska

By: _____
Dennis Johnson, President & CEO

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by
Dennis Johnson, the President and CEO of HCI Real Estate Company, a corporation organized
under the laws of the Winnebago Tribe of Nebraska, on behalf of the company.

Notary Public

Exhibit "A"
Redevelopment Project Area

Legal Description:

Lot 9 and the West 1/2 of Lot 10, Block 4, Original Town of Norfolk, Madison County, Nebraska; AND

The West 22 feet of Lot 5 and all of Lots 6, 7 & 8, Block 4, Original Town of Norfolk, Madison County, Nebraska.

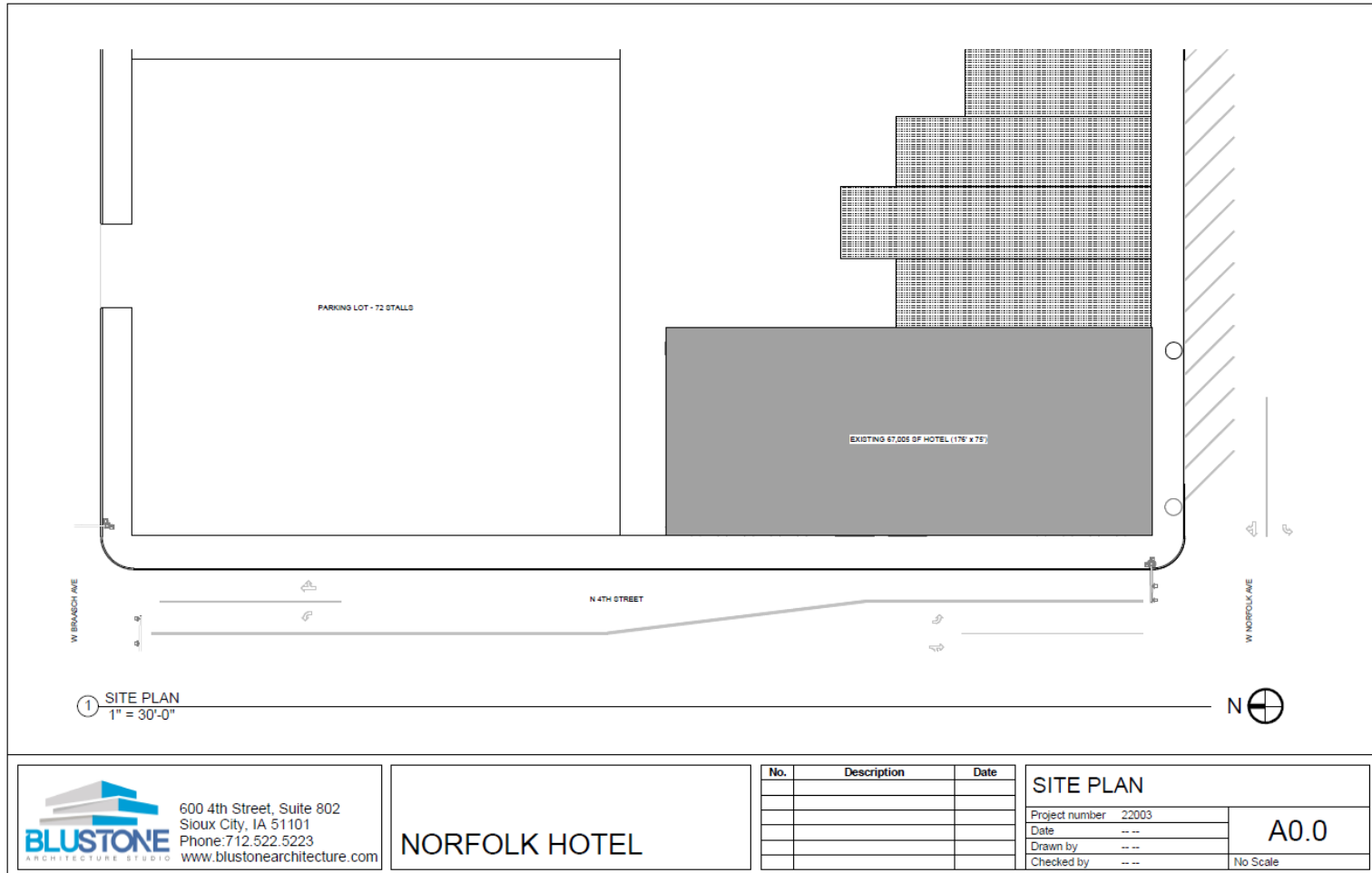
* In the event the Redevelopment Project Area is replatted or subdivided as part of the Redevelopment Project, the legal description(s) for the Redevelopment Project Area derived from any such replat or subdivision approved by the City of Norfolk, Nebraska, shall supersede the legal description provided above.

Redevelopment Project Area Depiction:



* Redevelopment Project Area outlined in red

Exhibit "B" Redevelopment Project Plan




 600 4th Street, Suite 802
 Sioux City, IA 51101
 Phone: 712.522.5223
 www.blustonearchitecture.com

NORFOLK HOTEL

No.	Description	Date

SITE PLAN	
Project number	22003
Date	--
Drawn by	--
Checked by	--
	A0.0
No Scale	

* The site plans contained under this Exhibit "B" are for reference purposes only and are subject to change.

Exhibit "B"

Exhibit "C"
Projected TIF Sources and Uses

Projected TIF Sources:

Assumptions:

Base Tax Amount of Project Site	\$500,000
Post-Redevelopment Valuation	\$6,200,000
Tax Levy (2021)	2.307619%
TIF Revenues/Year	\$130,219
Total Potential TIF Revenues	\$1,953,285

Eligible Costs/Projected TIF Uses:

Land Acquisition	\$1,500,000
Building Rehabilitation Costs	\$450,000+
Paving & Street Improvements	\$100,000
Traffic Controls	TBD
Landscape & Streetscape Improvements	\$10,000
Curb & Gutter Improvements	\$67,000
Sidewalk Improvements	TBD
Architecture, Engineering & Legal Costs	\$100,000
City Fees	\$15,000
TOTAL	\$2,242,000+

* 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.

** 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"
Memorandum of Redevelopment Contract

(See Attached)

Once recorded, return to:
Norfolk City Clerk
309 N 5th St
Norfolk, NE 68701

MEMORANDUM OF REDEVELOPMENT CONTRACT

This Memorandum of Redevelopment Contract (“Memorandum”) is made this ___ day of _____, 2023, by and between the Community Development Agency of the City of Norfolk, Nebraska (“Agency”), and HCI Real Estate Company, a corporation organized under the laws of the Winnebago Tribe of Nebraska (“Redeveloper”).

1. **Redevelopment Contract.** Agency and Redeveloper have entered into that certain Redevelopment Contract, dated as of _____, 2023 (“Redevelopment Contract”), describing the public and private improvements being made by the Redeveloper on the real property legally described as:

Lot 9 and the West 1/2 of Lot 10, Block 4, Original Town of Norfolk, Madison County, Nebraska; AND

The West 22 feet of Lot 5 and all of Lots 6, 7 & 8, Block 4, Original Town of Norfolk, Madison County, Nebraska.

(collectively, the “Redevelopment Project Area”)

In the event the Redevelopment Project Area is replatted or subdivided as part of the Redevelopment Project, the legal description(s) for the Redevelopment Project Area derived from any such replat or subdivision approved by the City of Norfolk, Nebraska, shall supersede the legal description provided above.

2. **Tax Increment Financing.** The Redevelopment Contract provides for the capture of the tax-increment financing (“TIF”) revenues by the Agency derived from the

improvements 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 the Redevelopment Project. The TIF revenues so captured by the Agency shall be used to reimburse Redeveloper for construction of certain TIF-eligible improvements described in the Redevelopment Contract via debt service payments on a TIF Bond issued by the Agency.

3. **Minimum Valuation.** The Redevelopment Contract establishes a minimum taxable real property valuation of \$6,200,000 for the Redevelopment Project Area (the “Minimum Valuation”). The Redevelopment Contract further provides that Redeveloper, and its successors and assigns, shall not: (a) protest the real property valuation of the Redevelopment Project Area to a sum less than the Minimum Valuation; or (b) convey the Redevelopment Project Area, or portion thereof, or any structures or units thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

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 Norfolk, 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.

(Signatures on following page)

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF NORFOLK, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Josh Moenning, Chairperson (Mayor), and Brianna Duerst, Secretary (City Clerk), of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of such agency.

(S E A L)

Notary Public

HCI REAL ESTATE COMPANY, a corporation
organized under the laws of the Winnebago Tribe
of Nebraska

By: _____
Dennis Johnson, President & CEO

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Dennis Johnson, the President and CEO of HCI Real Estate Company, a corporation organized under the laws of the Winnebago Tribe of Nebraska, on behalf of the company.

(S E A L)

Notary Public

DOCS/2951518.3

**REDEVELOPMENT PLAN FOR
THE CORNHUSKER AUTO REDEVELOPMENT PROJECT**

PREPARED MARCH, 2023

**BY THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF NORFOLK, NEBRASKA**

A. Introduction

This Redevelopment Plan for the Cornhusker Auto Redevelopment Project (this “Redevelopment Plan”) is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Norfolk, Nebraska (“City”). The Mayor and City Council of the City (the "Council"), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

Prior to the preparation of this Redevelopment Plan by the Community Development Agency of the City (the “Agency”), and in compliance with the Act, the Mayor and Council designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as the “West Highway 275 Redevelopment Area” (hereinafter referred to as the “Redevelopment Area”). This Redevelopment Plan sets forth a proposed redevelopment project located within the Redevelopment Area to optimize the tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the renovation and rehabilitation of the former OfficeMax building for use as an automotive dealership, together with such public improvements associated therewith, undertaken by Cornhusker Auto Center, Inc. (“Redeveloper”), within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the Redevelopment Area. The Redevelopment Area is identical to the "West Highway 275 Redevelopment Area," which the Mayor and Council previously declared blighted and substandard and in need of redevelopment. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be redeveloped as part of the Redevelopment Project (the "Project Site"). The Project Site is located at 2125 Krenzien Drive, at the site formerly occupied by OfficeMax, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

It is essential to the City’s comprehensive plan for development (the “Comprehensive Plan”) that dilapidated, inadequate, or deteriorating portions of the City conform to the current

and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Redevelopment Area and surrounding areas) included within the City's Comprehensive Plan. The map sets forth a "Commercial" designation for future use of the Project Site, which conforms to the proposed Redevelopment Project.

The Comprehensive Plan further sets forth the following objectives for development within the Highway 275 corridor (inclusive of the Project Site):

- Retail and/or entertainment based development types should be encouraged to locate along the Highway 275 corridor.
- Commercial and office developments within the district should be built to accommodate typical auto-oriented development types.

The Redevelopment Project will assist in carrying out such objectives. Accordingly, the Redevelopment Project is in conformance with and furthers the objectives under the City's Comprehensive Plan.

D. Redevelopment Project Overview

The Redevelopment Project consists of the renovation and rehabilitation of the former OfficeMax building for use as an automotive dealership. Specifically, Redeveloper anticipates that it will move its current Nissan dealership to the Project Site following completion of the Redevelopment Project, facilitating the expansion and modernization of that business. Additionally, box stores such as OfficeMax (which previously occupied the Project Site) are closing within the City and all across the country. Finding occupants for such structures and/or retrofitting the same for other uses has proven to be difficult and has caused vacancy issues for municipalities across the country. The Redevelopment Project will prevent this and facilitate the renovation of the building for its highest and best (modern) use.

No public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project. Redeveloper owns the Project Site, and formerly leased the same to OfficeMax. The lease with OfficeMax expired March 31, 2023. As such, no businesses will be displaced as a result of the Redevelopment Project.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project.

E. Existing Conditions

1. Existing Land Use

The Project Site currently consists of a parking lot and vacant building.

2. Existing Zoning

The Project Site is currently zoned as C-1 (Local Business District).

3. Existing Public Improvements

Public access to the Project Site currently exists from W Michigan Ave and via shared internal access to Krenzien Dr. The Project Site contains all necessary paving, sewer, water, storm sewer, electrical service, public walks, and related infrastructure.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project requires minimal infrastructure improvements and other public improvements, as detailed below:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

Public access to the Project Site currently exists from W Michigan Ave and via shared internal access to Krenzien Dr. To the extent applicable, the public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper, if any, will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

No construction or extension of water and sewer systems to the Project Site is necessary.

c. Other incidental improvements

Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

d. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families is necessary to accomplish the Redevelopment Project. Redeveloper owns the Project Site, and formerly leased the same to OfficeMax. The lease with OfficeMax expired March 31, 2023. As such, no businesses will be displaced as a result of the Redevelopment Project.

f. Population Density

The Project Site is currently utilized as a commercial/retail space. Likewise, the Redevelopment Project is commercial in nature and will not increase population density in the area.

g. Land Coverage

The Project Site is approximately 5.55 acres, consisting of paved parking areas and an approximately 30,670 square foot box store building. The Redevelopment Project primarily consists of the rehabilitation of the existing building. As such, land coverage is not anticipated to materially change. Notwithstanding, the Redevelopment Project is subject to and must comply with all applicable land coverage ratios required by the City.

h. Parking

With respect to automotive dealerships, the City's zoning ordinance requires one parking space for each two thousand (2,000) square feet of open sales lot area devoted to the sale, display and rental of vehicles, plus one parking space for each employee. Redeveloper anticipates the existing parking lot will satisfy such requirements, and will work with the City to ensure the same.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as C-1 (Local Business District). It is anticipated the Redevelopment Project will require rezoning of the Project Site to C-3 (Service Commercial District), which specifically permits automotive dealerships. Accordingly, Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

Private improvements for the Redevelopment Project Area consist of the renovation and rehabilitation of the former OfficeMax building for use as an automotive dealership, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking conveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

G. Project Costs

The total estimated cost of the Redevelopment Project is \$6,115,000. The estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2023 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper anticipates that construction of the Redevelopment Project will commence upon final approval of this Redevelopment Plan, and will be completed by spring of 2024. Notwithstanding the foregoing, Redeveloper's timely completion of the Redevelopment Project is subject to extraneous factors, which may necessitate that Redeveloper completes the Redevelopment Project later than the projected date. As such, the anticipated start and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body ("Base Tax Amount"); and

- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for the Redevelopment Project will be set forth in the redevelopment contract and/or the resolution authorizing the TIF Indebtedness (defined below). All TIF Revenues generated by the Redevelopment Project shall only be divided and allocated over the statutory 15-year increment period or until full payment of the TIF Indebtedness, whichever occurs first.

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper stated the following in its TIF application:

“Without TIF, this project is not financially feasible. Redeveloper purchased the Project Site for \$2,100,000 which is higher than Redeveloper would spend for a comparable lot outside of the Redevelopment Area. Additionally, Redeveloper will need to spend approximately \$4,000,000 to renovate and rehabilitate the existing building on the site to make the site usable.

Without TIF, Redeveloper would need to look at different locations or a different design in order to make this project financially feasible. Redeveloper was willing to take the risk of acquiring the Project Site but cannot do any further work and will not proceed with the project unless TIF is approved to make the overall cost of the project more feasible.

The total anticipated project cost is approximately \$6,115,000 with acquisition (\$2,100,000) and renovation (\$4,015,000). TIF allows the Redeveloper to do more work within that budget (e.g., by reducing the purchase price by \$421,000 with TIF, Redeveloper can utilize an additional \$417,468 in construction and build-out. This allows Redeveloper to expand the building size by approximately 10-15%, which gives the business room for a bigger inventory and extra services

bays. This increases the projected profit for the business to a point that operation is feasible in this location. The smaller project – what could reasonably be built on the same budget without TIF – does not have the potential to generate sufficient revenue to justify the expense.”

In addition to the foregoing representations, Redeveloper submitted an anticipated return on investment analysis for the Redevelopment Project, both with and without TIF. Without TIF, the anticipated return on investment is approximately 8.2%. With TIF, the anticipated return on investment is approximately 10.4%. While the spread between the two projections is relatively narrow, the additional return (with TIF) allows Redeveloper to increase the size of the facility by 10% - 15%, which, according to Redeveloper, is a critical component of the Redevelopment Project’s viability. As such, without the additional margin (and space), Redeveloper represents that, without TIF, the Redevelopment Project is not economically feasible and Redeveloper would not move forward with the same.

In consideration of the foregoing, the City and Agency have determined that the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one TIF bond or note (the "TIF Indebtedness") in the principal amount not to exceed \$417,468. The TIF Indebtedness shall bear interest at a rate not to exceed 6.00% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is \$6,115,000. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

J. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

Exhibits:

- Exhibit “A”: Redevelopment Area and Existing Land Use
- Exhibit “A-1”: Project Site and Existing Land Use
- Exhibit “B”: Future Land Use Map
- Exhibit “C”: Site Plan and Future Land Use
- Exhibit “D”: Estimated Costs of Redevelopment Project
- Exhibit “E”: Sources and Uses of TIF
- Exhibit “F”: Cost-Benefit Analysis

EXHIBIT "A"

Redevelopment Area and Existing Land Use

Redevelopment Area and Existing Conditions:

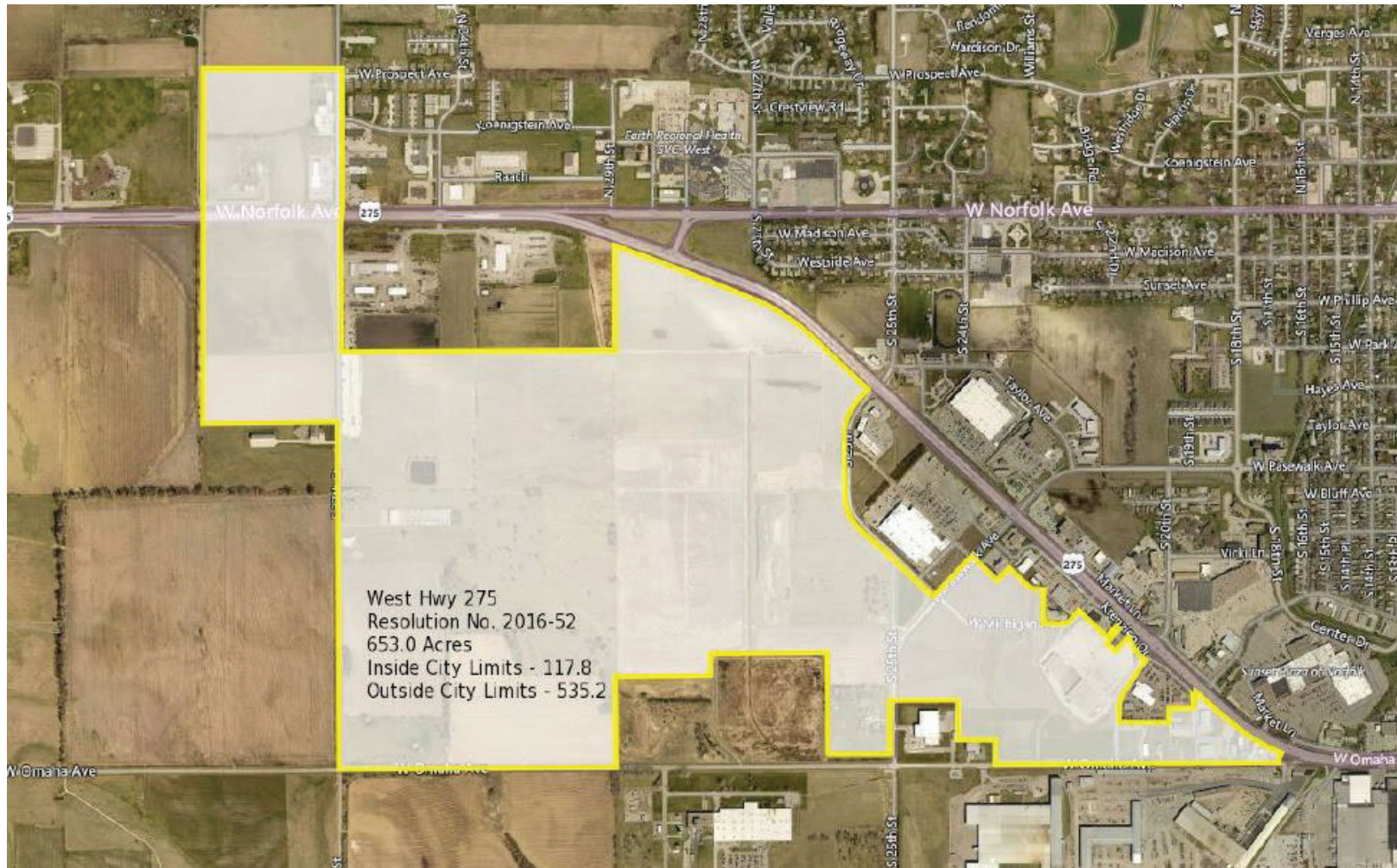


Exhibit "A"

EXHIBIT "A-1"

Project Site and Existing Land Use

Legal Description:

Lot 3, Block 1, Replat of Shopko Acres, being a part of the City of Norfolk, Madison County, Nebraska.

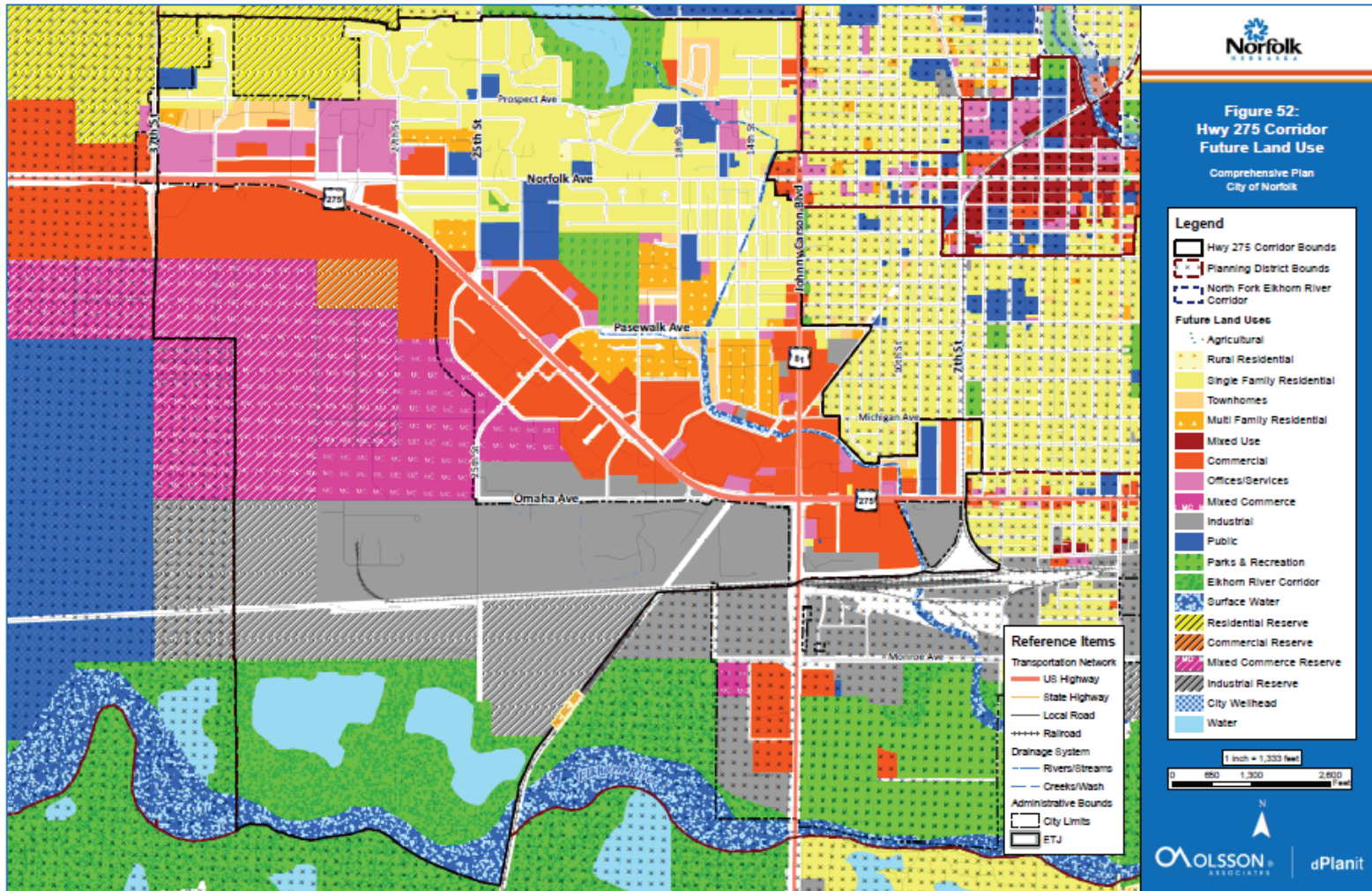
* In the event Redeveloper subdivides or replats the Project Site, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

Depiction and Current Condition (outlined in red):



Exhibit "A-1"

EXHIBIT "B"
Future Land Use Map



* Project Site designated as Commercial.

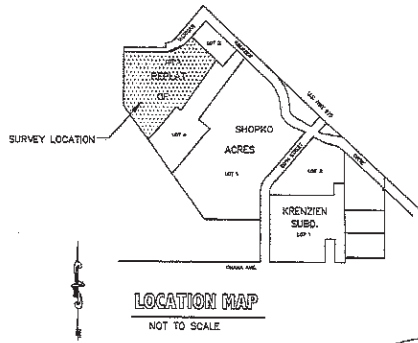
Exhibit "B"

EXHIBIT "C"

Site Plan and Future Land Use

(See Attached)

* The attached are preliminary site plans and are subject to change.



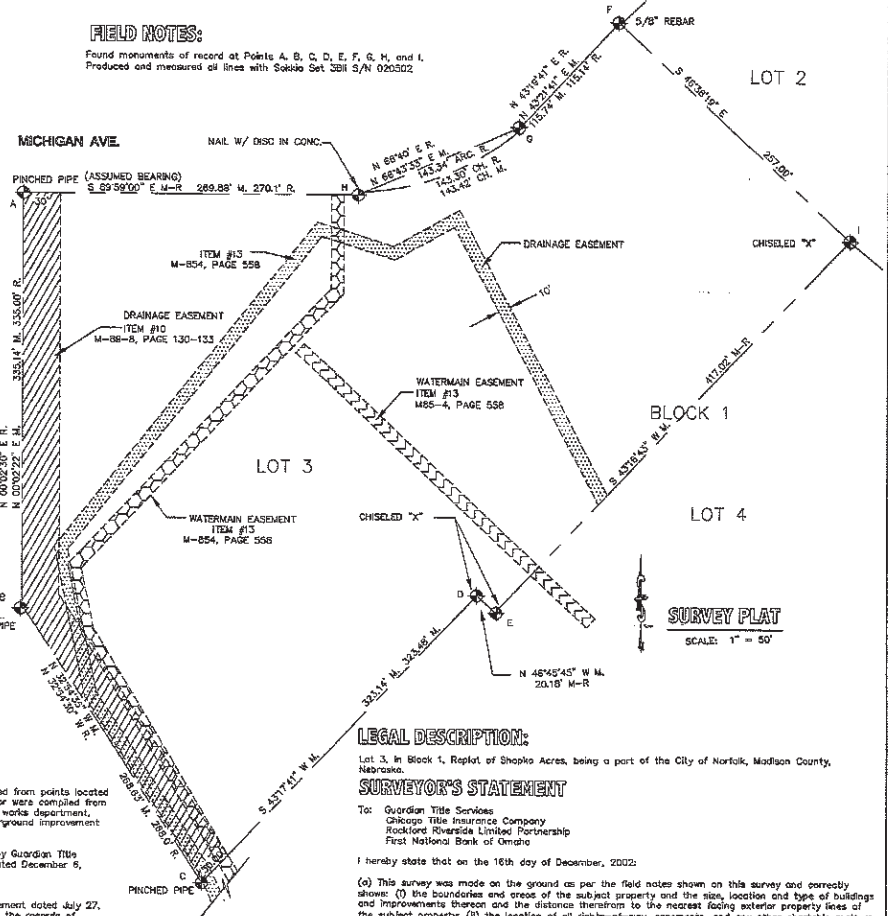
LEGEND

- MONUMENT FOUND, 5/8" PIPE, OR AS NOTED
- PROPERTY LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- LIGHT POLE
- POWER POLE
- GAS METER
- TELEPHONE PEDESTAL
- WATER MAIN
- MS - WATER SERVICE
- OHE - OVERHEAD ELECTRIC
- M - MEASURED DISTANCE
- R - RECORDED DISTANCE
- SANITARY SEWER
- WATER VALVE
- MANHOLE
- E.M. - ELECTRIC METER

FIELD NOTES:

Found monuments of record at Points A, B, C, D, E, F, G, H, and I. Produced and measured all lines with Sokkia Set 3311 S/N 000302

MICHIGAN AVE.



SURVEY PLAT
SCALE: 1" = 50'

NOTES:

- 1) Underground utilities shown on this drawing were surveyed from points located in the field from the local utility companies field locators or were compiled from drawings supplied by the local utility companies and public works department, and are shown in their approximate locations. Other underground improvement locations are unknown.
- 2) Title Insurance Commitment No. 00229367E, supplied by Guardian Title Services, an agent for Chicago Title Insurance Company, dated December 5, 2002 at 8:00 A.M., contained the following easements:
 Exceptions:
 10. Terms and provisions of Drainage Easement and Agreement dated July 27, 1989, filed August 4, 1989 in Book M88-5 at Page 130 of the records of Madison County, Nebraska.
 11. Terms and provisions of Ordinance No. 4053 filed September 29, 1994 in Book 94-8 at Page 900 of the records of Madison County, Nebraska.
 12. Terms and provisions of Ordinance No. 4153 filed March 20, 1996 in Book M88-3 at Page 960 of the records of Madison County, Nebraska.
 13. Terms and provisions of Subdivision Agreement filed April 15, 1985 in Book M85-4 at Page 568 of the records of Madison County, Nebraska.
 14. Terms and provisions of cross-easements and use restriction agreement dated June 24, 1983 in Book M88-5 at Page 704 of the records of Madison County, Nebraska. (Blanket easement covering all of Lot 3)
 Amendment to cross-easement dated August 23, 1988, filed September 21, 1988 in Book M88-5 at page 704 of the records of Madison County, Nebraska.
 Assumption of cross-easement dated August 23, 1988, (filed September 21, 1988 in Book M89-3 at Page 718 of the records of Madison County, Nebraska).
 Second Amendment to Cross-Easement dated August 16, 1989, filed August 25, 1989 in Book M89-8 at Page 662 of the records of Madison County, Nebraska.
15. Easements as set forth on plat and contained in the dedication of that certain plat and dedication of Replat of Shopko Acres filed April 16, 1983 in Cabinet 1 of Plats, Page 178A, in the records of Madison County, Nebraska.
20. Terms and provisions of easement dated September 22, 1998, filed September 27, 1998 in Book M89-9 at Page 1174 of the records of Madison County, Nebraska.

LEGAL DESCRIPTION:

Lot 3, in Block 1, Replat of Shopko Acres, being a part of the City of Norfolk, Madison County, Nebraska.

SURVEYOR'S STATEMENT

To: Guardian Title Services
Chicago Title Insurance Company
Rockford Riverside Limited Partnership
First National Bank of Omaha

I hereby state that on the 16th day of December, 2002:

(a) This survey was made on the ground as per the field notes shown on this survey and correctly show: (i) the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon and the distance therefrom to the nearest facing exterior property lines of the subject property; (ii) the location of all rights-of-way, easements, and any other shortable matters of record shown on Commitment for Title Insurance No. 00226567E, dated December 6, 2002, issued by Guardian Title Services, as agent for Chicago Title Insurance Company offering or benefiting the subject property; (iii) the location of the parking areas on the subject property showing the number of parking spaces provided thereby; (iv) all cutting dedicated public streets providing access to the subject property, together with the width and name thereof; and (v) all other significant items on the subject property;

(b) Except as set forth below, there are no:

- (i) encroachments upon the subject property by improvements on adjacent property; (ii) encroachments on adjacent property, streets or alleys by any improvements on the subject property; (iii) party walls; (iv) conflicts or protrusions.

The exceptions to the above statements are listed under "Notes" on this sheet.

(c) Adequate ingress to and egress from the subject property is provided by Michigan Avenue, and the same being paved, dedicated public right-of-way maintained by the City of Norfolk.

(d) All required building setback lines on the subject property are located as shown hereon.

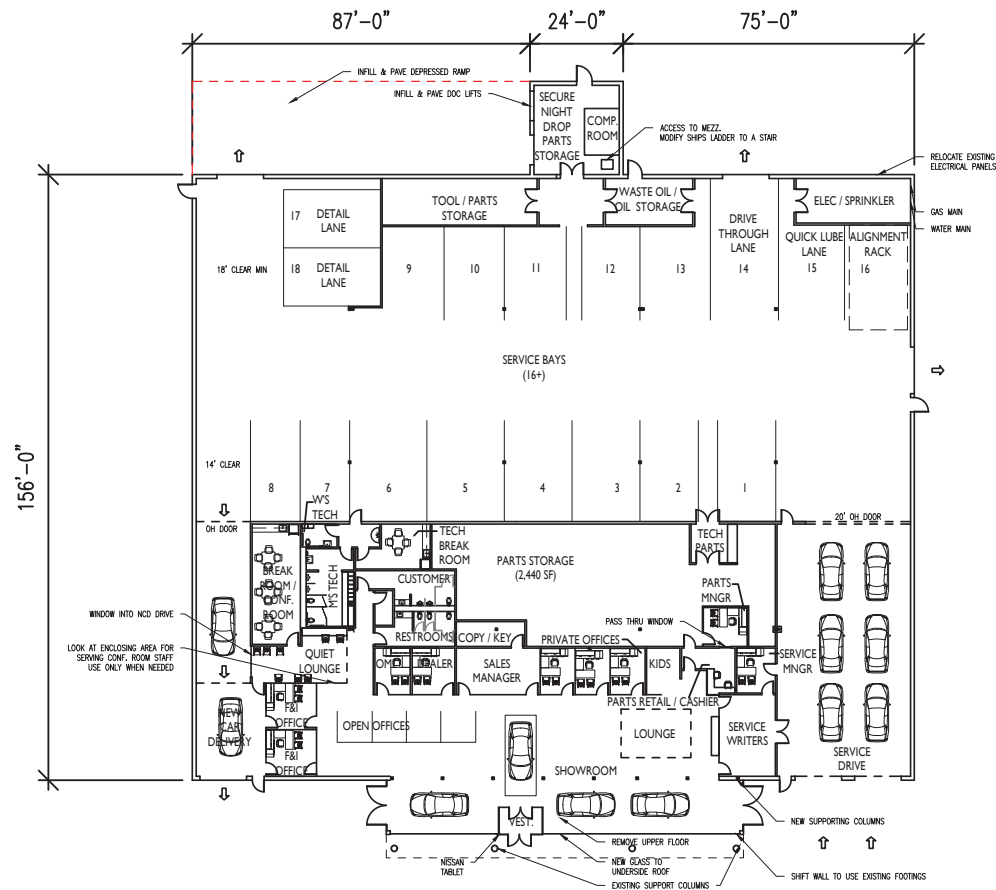
(Signature of Surveyor)
Registered Land Surveyor
Registration No. 341

Jeffrey S. Ryan
JEO Consulting Group, Inc.
P.O. Box 1424
Norfolk, Nebraska 68701



JEO Consulting Group, Inc.
 4227 14TH P.D. BOX 1424 NORFOLK, NEBRASKA 68702
LOT 3, BLOCK 1; REPLAT OF SHOPKO ACRES
CITY OF NORFOLK,
MADISON COUNTY, NEBRASKA
TOPOGRAPHIC LOT SURVEY

DATE	20-02-02	DRAWN BY	JKL
PROJECT NO.	425257	FIELD GROUP	
SHEET		TITLE	TOPO
FILE NO.	NCP020125W		
CELL NO.			
REVISION			
REVISION			
REVISION			
REVISION			
SHEET	1 of 1		



CORNHUSKER NISSAN

NORFOLK, NEBRASKA

02/21/2023

SCHEMATIC DIAGRAM



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architects
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EXHIBIT "D"

Estimate of Construction Costs

Land Acquisition	\$2,100,000
Rehabilitation Costs	\$4,000,000
City's Legal Fees	\$15,000
<hr/>	
TOTAL	\$6,115,000

* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of construction.

EXHIBIT "E"

Sources and Uses of TIF

USES:

Land Acquisition	\$2,100,000
Rehabilitation Costs	\$4,000,000
City's Legal Fees	\$15,000
<hr/>	
TOTAL	\$6,115,000

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

SOURCES:

General Assumptions:

Base Value:	\$2,804,879
Final Value:	\$5,000,000
Tax Levy (2022):	1.960172%
TIF Indebtedness:	NTE \$417,468
Interest Rate:	NTE 6.00%

* The above figures are based on assumed values and levy rates. Actual amounts and rates will vary from those assumptions, and it is understood that the actual TIF sources may vary materially from the projected amounts.

EXHIBIT "F"

Cost-Benefit Analysis (Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan, and is adopted hereby.

Notes:

- 1. 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 2022 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires minimal public infrastructure installation. Public access to the Project Site exists from W Michigan Ave and via shared internal access to Krenzien Dr. Additionally, the Project Site contains all necessary paving, sewer, water, storm sewer, electrical service, public walks, and related infrastructure. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local tax impacts (in addition to impacts of tax shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The automotive dealership will require and pay for City services. Additionally, the City will collect sales tax on the goods sold by the dealership, as well as on a portion of the materials used to construct the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:

The Redevelopment Project will result in new and expanded business within the Project Site. The lease with the former tenant (OfficeMax) expired March 31, 2023. Accordingly, the building would likely sit vacant unless/until a new tenant was secured – which is often difficult for large box store buildings. Conversely, the Redevelopment Project will result in timely occupancy of the building and the expansion of an existing automotive dealership business in the City. Redeveloper anticipates that such expansion will result in the creation of 30 jobs within the Project Site, 19 of which did not previously exist. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:

As detailed above, it is a challenge for many municipalities and/or property owners to fill large box stores after the departure of its anchor tenant. This occurrence often has a material adverse impact on surrounding businesses that once relied on the abundance of consumer traffic generated by such stores. The Redevelopment Project will fill a space that otherwise may be left vacant or underutilized, and continue to generate consumer traffic to the area. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

5. Impacts on student populations of school districts within the City:

The Redevelopment Project is commercial in nature and will not impact student populations in the City.

6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a space – that may otherwise be considered undesirable or unsuitable for other commercial tenants – without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

DOCS/2945671.1

April 18, 2023

Dear Members of the Community Development Agency:

The Norfolk Planning Commission held a public hearing to hear comments on and review the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project on April 18, 2023, as it pertains to the City of Norfolk zoning code and Comprehensive Plan.

The Redevelopment Project consists of the construction of an approximately 30-unit apartment complex. The Project Site is currently zoned as R-3, Multiple-Family Residential District. The Comprehensive Plan map sets forth a “Mixed Use” designation for future use of the project site. Mixed Use allows for uses including multi-family apartments.

The Planning Commission recommends approval of the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project with a 7-0 vote.

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

**REDEVELOPMENT PLAN FOR THE
PHILLIP AVENUE APARTMENTS REDEVELOPMENT PROJECT**

PREPARED MARCH, 2023

**BY THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF NORFOLK, NEBRASKA**

A. Introduction

This Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project (this “Redevelopment Plan”), prepared by the Community Development Agency of the City of Norfolk, Nebraska (the “Agency”), is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Norfolk, Nebraska (“City”). The Mayor and City Council of the City (the "Council"), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and Council designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as the “Downtown District Redevelopment Area” (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a redevelopment project, proposed by Phillip Avenue Apartments, LLC (“Redeveloper”), within the Redevelopment Area to optimize the tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the construction of an approximately 30-unit apartment complex, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the Redevelopment Area. The Redevelopment Area is identical to the "Downtown District Redevelopment Area," which the Mayor and Council previously declared blighted and substandard and in need of redevelopment. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located at 414 W Phillip Ave, to the northeast of the intersection of S 5th St and Phillip Ave, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

It is essential to the City’s comprehensive plan for development (the “Comprehensive Plan”) that dilapidated, inadequate, or deteriorating portions of the City conform to the current

and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Project Site and surrounding areas) included within the City's Comprehensive Plan. The map sets forth a "Mixed Use" designation for future use of the Project Site. Mixed Use allows for myriad of uses, including multi-family apartments. Accordingly, the anticipated uses associated with the Redevelopment Project conform to the desired use of the Project Site set forth in the Comprehensive Plan's future use map.

The Comprehensive Plan further sets forth the following objectives with respect to the downtown area:

- Zoning regulations should encourage and allow vertical mixed-use (residential and office uses on upper floors above ground-level retail, or services) and live-work units in downtown.
- Downtown and its immediate fringe areas should offer a wide variety of medium to high-density housing options to support retail, restaurants, professional services, and entertainment venues.

The Redevelopment Project will assist in carrying out the above objectives. Accordingly, the Redevelopment Project is in conformance with and furthers the objectives under the City's Comprehensive Plan.

D. Redevelopment Project Overview

The Redevelopment Project consists of the construction of an approximately 30-unit apartment complex on the Project Site. Redeveloper recently acquired the Project Site from Elkhorn Valley Community Development Corp. for a purchase price of \$275,000. No public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project (the "Site Plan").

E. Existing Conditions

1. Existing Land Use

The Project Site currently consists of paved and non-paved surfaces and a single vacant structure. The land area of the Project Site is approximately 0.8 acres.

2. Existing Zoning

The Project Site is currently zoned as R-3 (Multiple-Family Residential District).

3. Existing Public Improvements

Public access to the Project Site currently exists from both S 5th St and Phillip Ave. The Project Site is without internal sanitary sewer, water, electrical service, and related infrastructure.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

Public access to the Project Site currently exists via S 5th St and Phillip Ave. Redeveloper will construct paving for ingress and egress from S 5th St. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

Redeveloper will extend water and sanitary sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff.

c. Other incidental improvements

Redeveloper will extend electric and communication utilities to the apartment building on the Project Site. The anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project. The existing vacant building on the Project Site will be demolished as part of the Redevelopment Project.

f. Population Density

The Project Site currently sits vacant. The Redevelopment Project is residential in nature and will result in an increase to population density. However, the City desires increased population density, via a variety of housing types, in the downtown area.

g. Land Coverage

The Project Site is approximately 0.8 acres, consisting of a 1,200 square foot (vacant) structure and paved and non-paved surfaces. Land coverage and building densities will increase as a result of the Redevelopment Project, which will consist of the construction of an approximately 11,900 square foot building, as shown on the Site Plan. Additionally, some of the current paved and non-paved surfaces will be removed and replaced with green space. The Redevelopment Project will be required to comply with all applicable land coverage ratio and building density criteria under the City's zoning code.

h. Parking

As shown on the Site Plan, Redeveloper estimates the parking lot serving the building will consist of approximately 53 stalls. There will be a cross parking agreement with the adjacent owner, Midtown Health, to achieve a minimum of two stalls per dwelling unit consistent with parking requirements under the City's zoning code.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as R-3 (Multiple-Family Residential District). Accordingly, a zoning change will not be required as part of the Redevelopment Project.

Notwithstanding, Redeveloper shall be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

Private improvements for the Redevelopment Project Area consist of the construction of an approximately 30-unit apartment complex, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking conveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

G. Project Costs

The total estimated cost of the Redevelopment Project is \$5,032,000. The estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2023 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper anticipates that construction of the Redevelopment Project will commence in the spring of 2023, and will be completed by the summer of 2025. Notwithstanding the foregoing, Redeveloper's timely completion of the Redevelopment Project is subject to extraneous factors, which may necessitate that Redeveloper completes the Redevelopment Project later than the projected date. As such, the anticipated start and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid

into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and

- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for the Redevelopment Project will be set forth in the redevelopment contract and/or the resolution authorizing the TIF Indebtedness (defined below). The Agency and Redeveloper anticipate the issuance of one TIF bond or note for the Redevelopment Project. All TIF Revenues generated by the Redevelopment Project shall only be divided and allocated over the applicable 15-year increment period or until full payment of the TIF Indebtedness, whichever occurs first.

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper represented and warranted in its TIF application that increased construction costs, inflation and interest rate increases make this project not feasible without TIF.

Additionally, Redeveloper provided in its application a projected cash on cash return on investment for the Redevelopment Project, both with and without TIF. Without TIF, the average return on investment over the first ten years is 0.55%. Such a return is inadequate with respect to prudent investment and/or financing. With TIF, the average return on investment over the first ten years is 5.86%.

Additionally, the current conditions of the Project Site, and the added site preparation costs related thereto, contribute to the site’s blighted and substandard condition and the infeasibility of its development without the assistance of TIF. In consideration of the foregoing, the City and Agency have determined that the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one TIF bond or note (the "TIF Indebtedness") in the principal amount of \$445,000. The TIF Indebtedness shall bear interest at a rate not to exceed 9.00% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness. All TIF Revenues generated by the Redevelopment Project shall only be divided and allocated over the applicable 15-year increment period or until full payment of the TIF Indebtedness, whichever occurs first.

The total estimated cost of the Redevelopment Project is \$5,032,000. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

J. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

Exhibits:

- Exhibit A: Redevelopment Area
- Exhibit A-1: Project Site and Existing Land Use
- Exhibit B: Future Land Use Map
- Exhibit C: Site Plan and Future Land Use
- Exhibit D: Estimated Construction Cost of the Redevelopment Project
- Exhibit E: Sources and Uses of TIF
- Exhibit F: Cost-Benefit Analysis

EXHIBIT "A"

Redevelopment Area and Existing Land Use



Exhibit "A"

EXHIBIT "A-1"

Project Site and Existing Land Use

Legal Description:

Lot 9 and the West Half and East Half of the South Half of Lot 10, and the West 21 feet of the South Half of Lot 11, Block 6, Koenigstein's First Addition to Norfolk, Madison County, Nebraska; AND

The North Half of the East Half of Lot 10 and the East 45 feet and the North Half of the West 21 feet of Lot 11, Block 6, Koenigstein's (First) Addition to the City of Norfolk, Madison County, Nebraska

* In the event Redeveloper subdivides or replats the Project Site, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

Depiction and Current Condition (outlined in red):

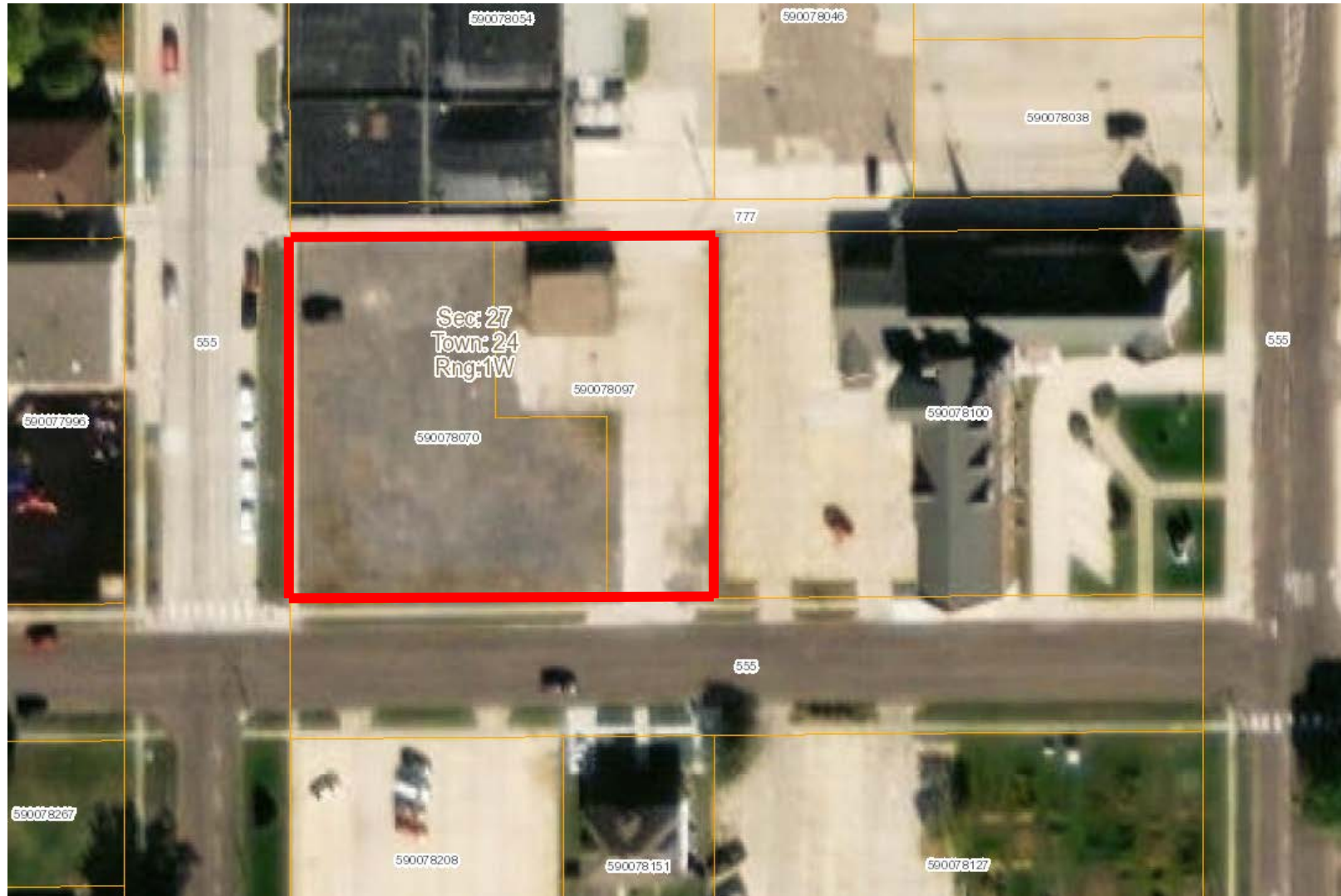
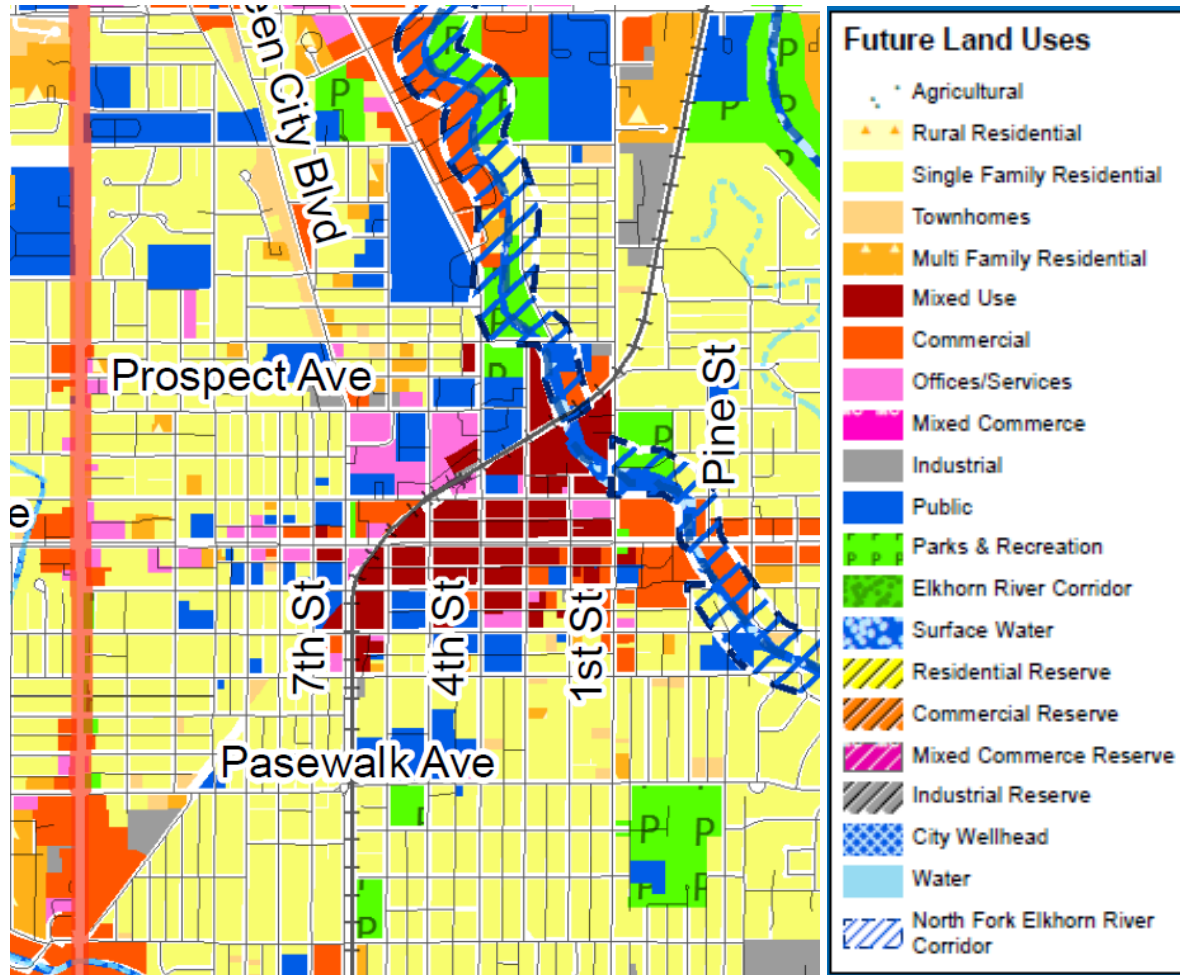


Exhibit "A-1"

EXHIBIT "B"

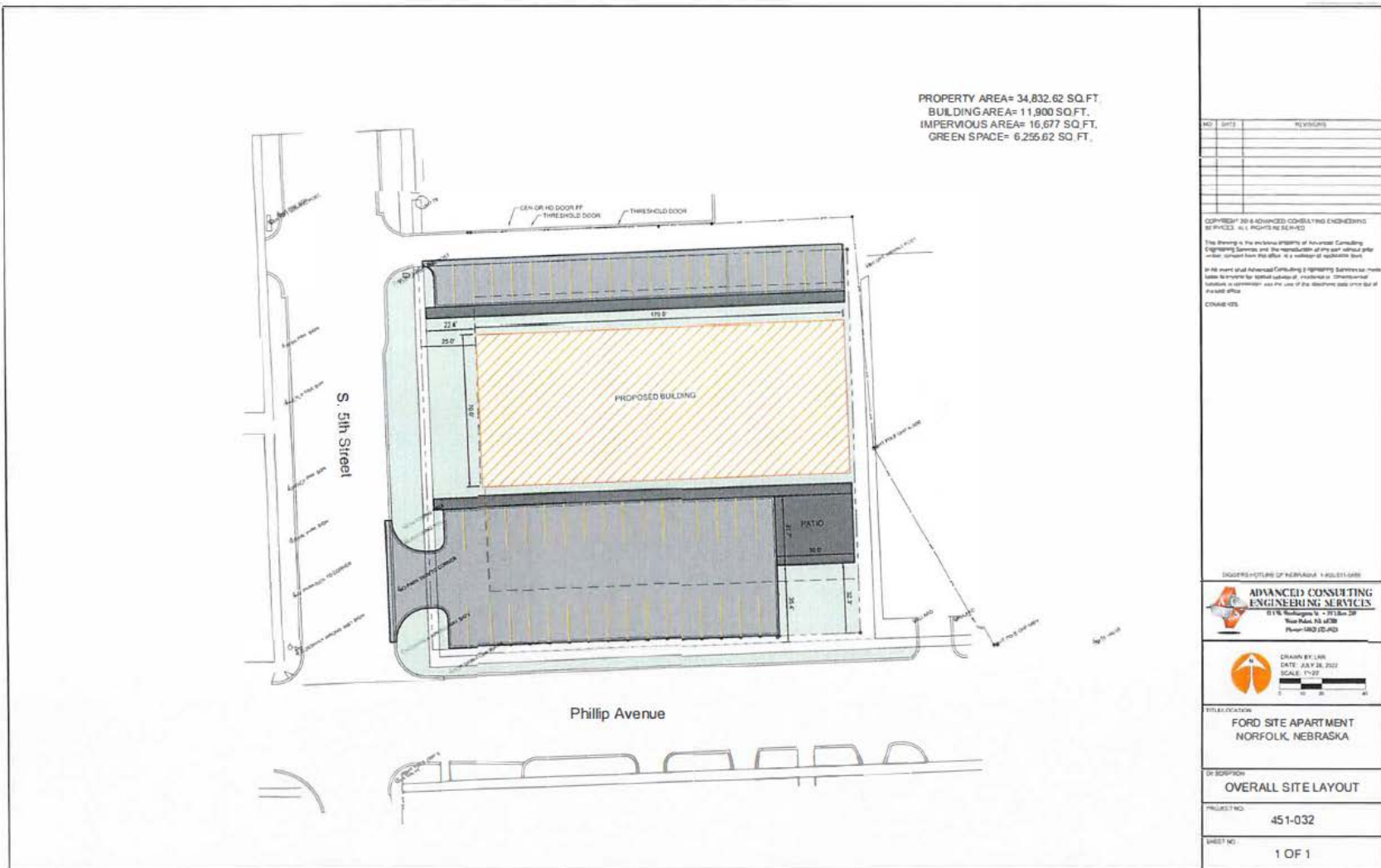
Future Land Use Map



* Project Site designated as Mixed Use.

EXHIBIT "C"

Site Plan and Future Land Use



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

Exhibit "C"

EXHIBIT "D"

Estimate of Construction Costs

Construction Cost	\$4,531,000
Site Acquisition Cost	\$275,000
Site Work & Demo	\$85,000
Water & Sewer Infrastructure	\$52,000
NPPD Infrastructure Cost	\$36,000
Site Engineering	\$28,000
City Legal Fee	\$10,000
Legal and Admin	\$15,000
Total Project Cost	\$5,032,000
Owner's Equity 20%	\$1,006,400
Bank Financing	\$4,025,600

* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of construction.

EXHIBIT "E"

Sources and Uses of TIF

USES:

Site Acquisition	\$275,000
Dirt Work and removal of building and concrete	\$85,000
Water Extension	\$35,000
Sewer Extension	\$17,000
Electrical Lines	\$36,000
Site Engineering Fees	\$28,000
Legal Fees	\$25,000
<hr/>	
TOTAL	\$501,000

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

SOURCES:

General Assumptions:

Base Value:	\$101,184
Final Value:	\$2,950,000
Tax Levy (2022):	1.960172
Annual TIF Revenues:	\$55,284
Total TIF Revenues:	\$829,260
TIF Indebtedness:	\$445,000
Interest Rate:	9%

EXHIBIT "F"

Cost-Benefit Analysis (Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan, and is adopted hereby.

Notes:

- 1. 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 2022 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires public infrastructure installation. The Project Site will require the construction of vehicular access from S 5th St, along with the construction and/or extension of utilities to serve the apartments on the lot. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. The Project Site will be filled and graded to provide for effective surface water runoff. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The apartment complex will require and pay for City services. Additionally, the City will collect sales tax on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:

The Redevelopment Project will result in the creation of two jobs within the Project Site related to apartment management/maintenance. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:

The Redevelopment Project will provide needed apartment housing for employees that work in the downtown area. It is also anticipated that this project will provide housing for Wayne State students participating in the Growing Together Initiative. The Growing Together Initiative is aimed at keeping young people in the area as well as attracting other young people to the area. This will also benefit area employers in their ability to attract and retain workers. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

5. Impacts on student populations of school districts within the City:

The increase of population density within the Project Site may result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. However, the school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments

is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

DOCS/2936977.3

RESOLUTION NO. 2023-8

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

1. The governing body of the Agency hereby finds and determines that there has been previously prepared and presented to the Agency a redevelopment plan entitled "Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project" (the "Plan"); that the Plan has been recommended and approved by the Planning Commission of the City of Norfolk; that all conditions precedent to the recommending of the Plan to the Mayor and Council of the City of Norfolk for hearing and final approval have occurred.
2. The governing body of the Agency hereby further finds and determines that the proposed land uses and building requirements in the redevelopment project area as described in the Plan are designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; that under the Plan adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.
3. The governing body of the Agency hereby determines that the Plan contains a statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment project area; that no public improvements are required to be provided except as set forth in the Plan; that there are no estimated proceeds or revenue expected to be obtained by the Agency from disposal of property to redevelopers; that the Plan sets forth the proposed method of financing for the proposed redevelopment project consisting of direct payment for public improvements or grant assistance to the redeveloper for the redevelopment project area, as designated in the Plan which method of financing is the issuance by the Agency of its tax increment revenue bonds to provide moneys to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment project area, as set forth in the Plan, which are currently expected to be displaced from such area. The project area set forth in the Plan is located within the corporate limits of the City of Norfolk.
4. The Cost Benefit Analysis prepared for the Agency is hereby approved.
5. The governing body of the Agency hereby recommends to the Mayor and Council of the City of Norfolk that the Plan be approved and, subject to such approval, hereby adopts the Plan.

PASSED AND APPROVED this 1st day of May, 2023.

Chairman (Mayor)

Secretary

(SEAL)

Approved as to form: _____
Danielle Myers-Noelle, City Attorney