

# **Agenda Packet**

## **COMMUNITY DEVELOPMENT AGENCY**

Monday, February 1, 2021  
5:15 p.m.

Created 1/28/2021 8:50 AM

## Notice of Meeting Community Development Agency

The Community Development Agency will meet on Monday, February 1, 2021 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.

Pursuant to Executive Order No. 20-36, this meeting will also be available to members of the Community Development Agency and the public via teleconference. Information to participate in the meeting via teleconference can be found on the meeting agenda, which can be accessed at: <https://norfolkne.gov/government/admin-mayor-and-council/city-meetings/2021-misc-meetings.html>.

Brianna Duerst  
Norfolk City Clerk & CDA Secretary

Publish (January 29, 2021)  
1 P.O.P.

Pursuant to Executive Order No. 20-36, members of the Community Development Agency and the public can participate in the meeting by using the following link:

<https://zoom.us/j/91767977582?pwd=MmdacUJVZFRrRVNaSUtxS3A4QnNldz09>  
Passcode: 920181

Members of the City Council and the public can also participate in the meeting by calling one of the following numbers and entering the Meeting ID number:

877-853-5257  
888-475-4499  
Meeting ID: 917 6797 7582

Citizens who wish to speak during times of allowed public input will be asked to press \*9 on their telephone to request speaking time. Citizens will be asked to identify themselves.

# COMMUNITY DEVELOPMENT AGENCY

## AGENDA

February 01, 2021

### 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   | <b>Motion</b>            |
| 5. Approve the minutes of the December 21, 2020 Agency meeting.   | <b>Motion</b>            |
| 6. Consideration of Resolution No. 2021-1 approving the Second Amendment to the Redevelopment Contract with Fountain Point Development, LLC for the Fountain Point North Redevelopment Project - Phase One. | <b>Resolution 2021-1</b> |
| 7. Consideration of Resolution No. 2021-2 authorizing issuance of a tax increment revenue bond of up to \$479,000 for the Fountain Point North Redevelopment Project - Phase 1B.                            | <b>Resolution 2021-2</b> |

STAFF MEMORANDUM  
COMMUNITY DEVELOPMENT AGENCY

February 01, 2021

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   | <b>Motion</b> |
| 5. Approve the minutes of the December 21, 2020 Agency meeting. | <b>Motion</b> |

See Enclosure 5.

- |   |                          |
|---|--------------------------|
| 6. Consideration of Resolution No. 2021-1 approving the Second Amendment to the Redevelopment Contract with Fountain Point Development, LLC for the Fountain Point North Redevelopment Project - Phase One. | <b>Resolution 2021-1</b> |
|---|--------------------------|

On January 19, 2021 the City Council approved the Amendment to the Redevelopment Plan for the Fountain Point Redevelopment Area. The Plan Amendment reflects an approximately 8428 square foot addition to the medical facility on the North Project Site. This addition is expected to increase assessed valuation by almost \$2.7 million supporting additional tax increment financing of \$479,000 to reimburse redevelopment costs incurred by the Redeveloper. This Second Amendment to the Redevelopment Contract incorporates the Plan amendments approved January 19, 2021.

See Enclosure 6.

- |  |                          |
|--|--------------------------|
| 7. Consideration of Resolution No. 2021-2 authorizing issuance of a tax increment revenue bond of up to \$479,000 for the Fountain Point North Redevelopment Project - Phase 1B. | <b>Resolution 2021-2</b> |
|--|--------------------------|

The Second Amendment to the Redevelopment Contract to be authorized by the preceding agenda item provides for issuance of additional tax increment financing up to \$479,000 for the Fountain Point North Redevelopment Project - Phase One. This resolution authorizes issuance of this additional TIF bond. This bond is payable only from incremental taxes on the Project and is not a general obligation of the Agency or the City.

See Enclosure 7.

## COMMUNITY DEVELOPMENT AGENCY

The Community Development Agency of the City of Norfolk, Nebraska, met in the Council Chambers Conference Room, 309 N 5th Street, Norfolk, Nebraska, on Monday, December 21, 2020, beginning at 5:15 p.m.

City Clerk Brianna Duerst called the meeting to order.

Roll call found the following Agency members present: Frank Arens, Shane Clausen, Corey Granquist, Kory Hildebrand, Gary L. Jackson, Thad Murren, and Fred Wiebelhaus. Absent: Rob Merrill and Josh Moenning.

City staff members present were City Administrator Andy Colvin, City Clerk Brianna Duerst, City Attorney Danielle Myers-Noelle, Finance Officer Randy Gates, Public Works Director Steve Rames and Public Safety Director Shane Weidner.

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 City Clerk 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.

In the absence of the Chair and Vice Chair, City Clerk Duerst asked for nominations for an Acting Chairman pro tem to preside over the meeting.

Wiebelhaus moved, seconded by Jackson to elect Shane Clausen as Acting Chairman pro tem. Roll call: Ayes: Arens, Clausen, Granquist, Hildebrand, Jackson, Murren and Wiebelhaus. Nays: None. Absent: Merrill and Moenning. Motion carried.

The Acting Chairman pro tem presided and the Secretary recorded the proceedings.

### Agenda

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

### Minutes

(December 7, 2020)

Granquist moved, seconded by Wiebelhaus to approve the minutes of the December 7, 2020, Agency meeting as printed. Roll call: Ayes: Clausen, Granquist, Jackson, Arens, Murren, Hildebrand and Wiebelhaus. Nays: None. Absent: Merrill and Moenning. Motion carried.

### Resolution No. 2020-25

(Fountain Point Redevelopment Plan Amendment)

Wiebelhaus moved, seconded by Jackson, to adopt Resolution No. 2020-25 recommending approval of the Amendment to the Redevelopment Plan for the Fountain Point Redevelopment Area and authorization to forward to the City Council.

Finance Officer Randy Gates provided information to Agency members. On July 17, 2017, the City Council approved the Redevelopment Plan for the Fountain Point Redevelopment Area. The Redeveloper has requested the Redevelopment Plan for the North Project Site be amended to reflect an approximately 8428 square foot addition to the medical facility on the North Project Site. This addition is expected to increase assessed valuation by almost \$2.7 million supporting additional tax increment financing of up to \$479,000 to reimburse redevelopment costs incurred by the Redeveloper. The Redeveloper has incurred substantial eligible expenditures in preparing the site for development. These expenditures greatly exceeded the amount of TIF authorized for Phase I. In addition to this the Redeveloper constructed 40th Street for improved traffic flow at a cost of \$388,000, which was not anticipated until a later phase of the project. Without using the additional \$479,000 of TIF that can be supported by the new addition to recoup some of the additional eligible costs, it may not be economically feasible to construct the remaining phases of the project.

Roll call: Ayes: Clausen, Granquist, Jackson, Arens, Murren, Hildebrand and Wiebelhaus. Nays: None. Absent: Merrill and Moenning. Motion carried. Resolution 2020-25 was adopted.

There being no further business the Mayor adjourned the meeting at 5:20 p.m.

ATTEST:

\_\_\_\_\_  
Josh Moenning, Chairman

\_\_\_\_\_  
Brianna Duerst, Secretary

( S E A L )

RESOLUTION NO. 2021-1

**WHEREAS**, Members of the Community Development Agency of the City of Norfolk (the Agency) have previously entered into a Redevelopment Contract with Fountain Point Development, L.L.C. (the Redeveloper) on August 23, 2017 and entered into the First Amendment to the Redevelopment Contract on December 17, 2018 (together the “Contract”) to implement Phase I of the Redevelopment Plan for the Fountain Point Redevelopment Area of the City of Norfolk (the “Plan”); and

**WHEREAS**, on January 19, 2021 the Mayor and City Council of the City of Norfolk approved an amendment to the Plan to include an expansion to the medical facility and increase the amount of TIF indebtedness to provide for further reimbursement of eligible costs incurred by Redeveloper.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Community Development Agency of the City of Norfolk, Nebraska, that the attached Second Amendment to the Redevelopment Contract for the Fountain Point North Redevelopment Project – Phase One incorporating the Plan amendments approved on January 19, 2021 is hereby approved and the Chairperson and Secretary are hereby authorized to execute such Amendment.

PASSED AND APPROVED this 1st day of February 2021.

\_\_\_\_\_  
Chairperson (Mayor)

ATTEST:

\_\_\_\_\_  
Secretary (City Clerk)

( S E A L )

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

**SECOND AMENDMENT TO REDEVELOPMENT CONTRACT**  
**(Fountain Point North Redevelopment Project – Phase One)**

This Second Amendment to Redevelopment Contract (“**Second Amendment**”) dated this \_\_\_ day of February, 2021, is entered into by and between the Community Development Agency of the City of Norfolk, Nebraska (“**CDA**”) and Fountain Point Development, LLC, a Nebraska limited liability company (“**Redeveloper**”).

**RECITALS**

A. On July 17, 2017, via Resolution No. 2017-47, the Mayor and City Council of the City of Norfolk, Nebraska (“**City**”) first approved that certain redevelopment plan entitled: “Redevelopment Plan for the Fountain Point Redevelopment Area of the City of Norfolk, Nebraska” (as amended as set forth below, the “**Redevelopment Plan**”), which set forth a phased redevelopment project in the City, as more particularly described therein (the “**Master Redevelopment Project**”).

B. The CDA and Redeveloper entered into that certain Redevelopment Contract dated August 23, 2017, as amended by that certain First Amendment to Redevelopment Contract dated December 17, 2018 (collectively, the “**Redevelopment Contract**”) to implement the first phase of the Master Redevelopment Project (the first phase of the Master Redevelopment Project is referred to in the Redevelopment Contract and herein as the “**Project**”).

C. On January 19, 2021, the Mayor and City Council of the City approved that certain amendment to the Redevelopment Plan.

D. The CDA and Redeveloper desire to amend the Redevelopment Contract to reflect certain changes to the Project included within the amendment to the Redevelopment Plan, as set forth in this Second Amendment.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Contract, the parties agree to amend the Redevelopment Contract as follows:

1. Recitals. The above recitals are true and correct, and are incorporated herein as if set forth below.
2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Contract.
3. Private Improvements; Supplement to Exhibit “A”. The Private Improvements for Phase I of the Project shall include construction of an approximately 8,428 square foot medical office building and clinic space, as set forth in the Redevelopment Plan, located on a portion of Lot 1, legally described as: Unit 3, Norfolk Medical Real Estate Condominium, Norfolk, Madison County, Nebraska ( “**Unit 3**”). The foregoing Private Improvements shall supplement and be



included within the definition of Private Improvements in the Redevelopment Contract and its exhibits, including but not limited to, sub-part (a) of Exhibit “A” of the Redevelopment Contract.

4. Public Improvements; Supplement to Exhibit “A” and Section 3.04. The Public Improvements for the Project shall specifically include the construction and extension of 40th Street (and adjacent sidewalks) to provide additional public access to the Fountain Point North Project Site, landscaping costs, and reimbursement of the CDA’s costs associated with this Second Amendment. The foregoing Public Improvements shall supplement and be included within the definition of Public Improvements in the Redevelopment Contract and its exhibits, including but not limited to, sub-part (a) of Exhibit “A”, Section 3.04(d), and Section 3.04(e) of the Redevelopment Contract. Notwithstanding the foregoing, the CDA and Redeveloper acknowledge and agree that the foregoing Public Improvements were included as Eligible Project Costs under the Redevelopment Contract prior to this Second Amendment. This Section 4 is included in this Second Amendment for the purpose of clarification only and does not represent a substantive change or addition to the Redevelopment Contract.
5. Additional Improvements; How Construed. The additional Private Improvements set forth in section 3, above, and the Public Improvements set forth in section 4, above, shall be collectively referred to as the “**Second Amendment Improvements**”. Except as otherwise provided in this Second Amendment, all terms and obligations related to the Private Improvements and Public Improvements under the Redevelopment Contract shall apply to the Second Amendment Improvements.
6. Minimum Lot 1 Valuation. As a result of the Second Amendment Improvements, the Minimum Lot 1 Valuation shall be Sixteen Million Five Hundred Forty Nine Thousand Six Hundred Seventy Four Dollars (\$16,549,674).
7. Additional TIF Indebtedness. As a result of the Second Amendment Improvements and increase to the Minimum Lot 1 Valuation, the CDA shall issue an additional TIF bond or note for the Project, in form and substance agreeable to the CDA in its sole discretion, in an amount not to exceed Four Hundred Seventy Nine Thousand Dollars (\$479,000), at a rate of interest not to exceed 5.0 percent (the “**Second Amendment TIF Indebtedness**”). The final principal amount and interest rate on the Second Amendment TIF Indebtedness, and such other terms related thereto, shall be set forth in a resolution of the CDA authorizing the issuance of the Second Amendment TIF Indebtedness, and the terms of such resolution shall be controlling with respect thereto. Redeveloper agrees and warrants that the Tax Increment paid by the CDA as debt service on the Second Amendment TIF Indebtedness shall be used solely for the reimbursement of Public Improvements and/or Eligible Project Costs described in the original Redevelopment Contract, prior to this Second Amendment, as set forth therein and as further detailed in section 4 of this Second Amendment. The “effective date” (as defined under the Nebraska Community Development Law) for the Second Amendment TIF Indebtedness shall be January 1, 2018. The Second Amendment TIF Indebtedness shall mature no later than

January 1, 2034. Except as otherwise provided in this Second Amendment, all terms and obligations related to the TIF Indebtedness and/or TIF Note under the Redevelopment Contract shall apply to the Second Amendment TIF Indebtedness.

8. Second Amendment Improvements Completion Date. Redeveloper shall complete, or cause others to complete the Second Amendment Improvements on or before June 30, 2021.
9. Amendment to Exhibit “B”. Exhibit “B” of the Redevelopment Contract shall be amended and replaced in its entirety by Exhibit “1” of this Second Amendment, attached hereto and incorporated herein.
10. Amendment to Exhibit “C”. Exhibit “C” of the Redevelopment Contract shall be amended and replaced in its entirety by Exhibit “2” of this Second Amendment, attached hereto and incorporated herein.
11. CDA Costs. In addition to any sums owed under the Redevelopment Contract, Redeveloper shall reimburse the CDA for the legal fees incurred in relation to this Second Amendment and issuance of the Second Amendment TIF Indebtedness in two (2) installments. The first installment shall be due and owing upon the full execution of this Second Amendment and shall include all legal fees accrued in association therewith to-date. The second installment shall be due and owing upon the CDA’s issuance of the Second Amendment TIF Indebtedness to Redeveloper. Upon the written request of the CDA to Redeveloper, payment may be made directly to the CDA’s legal counsel upon the CDA’s provision of an invoice therefore to Redeveloper. The aggregate total of payments owed by Redeveloper under this section 11 shall not exceed Ten Thousand Dollars (\$10,000).
12. Retention of Second Amendment TIF Indebtedness; Consent of Landowner. Upon the express consent (detailed below) of Fountain Point Medical Community, LLC, a Nebraska limited liability company (“Owner”), the current fee title owner of Unit 3; upon which the Private Improvements included within the Second Amendment Improvements shall be constructed, the CDA, Redeveloper and Owner agree that Redeveloper, and Redeveloper only, shall be entitled to the Second Amendment TIF Indebtedness and any Tax Increment paid as debt service thereon. Subject to the foregoing, Redeveloper acknowledges and agrees that Owner shall not be bound by the terms of the Redevelopment Contract or this Second Amendment, except as provided therein, and Redeveloper shall indemnify and hold harmless Owner from any claims, liabilities or damages resulting from a breach of this Redevelopment Contract, as amended by this Second Amendment. Redeveloper further acknowledges that the actions of Owner could result in a breach of the Redevelopment Contract, as amended by this Second Amendment, and trigger the CDA’s rights and remedies of default thereunder. In relation thereto, Redeveloper shall indemnify and hold harmless the CDA from any claims, defenses or liabilities resulting from such a default and the CDA’s pursuit of remedies related thereto. Notwithstanding the foregoing, the CDA’s rights and remedies related to a breach of the Redevelopment Contract caused by Owner and relating solely to Unit 3 and/or the Second Amendment Improvements

shall be limited to the Second Amendment TIF Indebtedness, and shall not include any such rights or remedies with respect to the TIF Indebtedness issued prior to this Second Amendment. Subject to the terms of this section 12, Owner shall execute the “Landowner Consent” attached hereto and incorporated herein, and this Second Amendment shall not be legally binding unless and until Owner executes such Landowner Consent.

13. Memorandum. Within ten (10) days of full execution of this Second Amendment, Redeveloper, at its sole cost and expense, shall file an amendment to the memorandum of the Redevelopment Contract, filed with the register of deeds for Madison County on November 20, 2017, in Book 2017, at Page 05255 (the “Memorandum”). Such amendment shall provide record notice of the existence of this Second Amendment, and provide the amended Minimum Lot One Valuation, as set forth above. Further, such amendment shall reference and attach the “Landowner Consent” attached hereto.
14. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Contract, except as expressly modified by the terms of this Second Amendment.

**(Signature page follows)**

This Second Amendment to Redevelopment Contract is effective as of the date reflected in the first paragraph above.

**“CDA”**

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF NORFOLK, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Secretary (City Clerk)

By: \_\_\_\_\_  
Chairman (Mayor)

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF MADISON     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2021, by \_\_\_\_\_ and \_\_\_\_\_, the Chairperson (Mayor) and Secretary (City Clerk), respectively, of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of said agency.

(S E A L)

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

**“REDEVELOPER”**

FOUNTAIN POINT DEVELOPMENT, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEBRASKA       )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Fountain Point Development, LLC, a Nebraska limited liability company, on behalf of the company.

(S E A L)

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

## CONSENT OF OWNER

For sufficient consideration received, and subject to the terms of section 12 of the Second Amendment attached hereto, Fountain Point Medical Community, LLC, a Nebraska limited liability company (“Owner”) consents to Redeveloper’s, or Redeveloper’s assigns’ and successors’, undertaking of the Project as set forth in the Redevelopment Contract, as amended by the Second Amendment, and agrees that Redeveloper shall be solely entitled to all economic benefits related thereto, including receipt of the Second Amendment TIF Indebtedness and Tax Increment paid as debt service thereon. Owner further consents to the filing of an amendment to the Memorandum, as required under section 13 of the Second Amendment, in the land records for Madison County against the real property owned by Owner and legally described as: Unit 3, Norfolk Medical Real Estate Condominium, Norfolk, Madison County, Nebraska; upon which the additional Private Improvements set forth in the Second Amendment shall be constructed. Owner agrees that this Consent shall run with the land and shall be binding upon Owner, its successors and assigns and upon each successive owner of the real property described above.

**FOUNTAIN POINT MEDICAL COMMUNITY,  
LLC, a Nebraska limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Fountain Point Medical Community, LLC, a Nebraska limited liability company, on behalf of the company.

(S E A L)

Notary Public

**EXHIBIT “1”**  
**Amendment to Exhibit “B” of Redevelopment Contract**

(See attached)

**EXHIBIT “B”**  
**TIF Indebtedness**

1. **Principal Amount.** The aggregate principal amount of the TIF Indebtedness and Second Amendment TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of Lot One (excluding Unit 3) of \$13,850,000.00, plus an assumed valuation of Lot Three of \$6,000,000.00, plus an assumed valuation of Unit 3 of \$2,699,674, less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance, but such aggregate principal amount shall not exceed Four Million Four Hundred Forty-Nine Thousand and No/100 Dollars (\$4,449,000.00).
2. **Anticipated Tax Increment:** Approximately \$450,830.00 annually, comprised of: (a) \$273,000.00 annually on Lot 1 (excluding Unit 3); (b) \$124,000.00 annually on Lot 3; and (c) \$53,830.00 annually on Unit 3.
3. **Payments.** Semi-annually with interest only until real estate taxes are fully collected for the tax year of the applicable Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.
4. **Maturity Date.** The Maturity Date shall be December 31 of the year that is fifteen (15) years after the Effective Date established for each lot in the Project.



**EXHIBIT “2”**  
**Amendment to Exhibit “C” of Redevelopment Contract**

(See attached)

**EXHIBIT "C"**  
**Projected TIF Sources and Uses**

**1. PROJECTED TIF SOURCES**

**Summary:**

	<u>Lot One</u>	<u>Unit 3</u>	<u>Lot Three</u>
TIF Sources	\$2,728,000	\$479,000	\$1,242,000
Total:			\$4,449,000

**TIF Sources Calculations**

Lot One (excluding Unit 3) and Lot Three Assumptions:

Lot One Base Value:	\$18,300	Tax Levy (2016):	1.97406
Lot Three Base Value:	\$9,700	Interest Rate:	5.0%
Lot One Final Value:	\$13,850,000	TIF Period:	15 years
Lot Three Final Value:	\$6,000,000		

Unit 3 Assumptions:

Unit 3 Base Value:	\$0
Unit 3 Final Value:	\$2,699,574
Tax Levy (2019):	2.01416
Interest Rate:	5.0%
TIF Period:	13 years

	<b>Lot One</b>	<b>Lot Three</b>	<b>Unit 3</b>
Base Value	\$18,300	\$9,700	\$0**
Base Taxes	\$360	\$190	\$0
Completed Value	\$13,850,000	\$6,000,000	\$2,699,674
Annual Taxes	\$273,600	\$124,500	\$54,374
Annual Tax Increment	\$273,000	\$124,000	\$53,830
Total TIF Sources	\$2,728,000	\$1,242,000	\$699,790

\* Note: This chart presents the projections for each developed lot. The annual tax increment generated will vary based on construction schedule of each lot.

\*\* The Base Value for Unit 3 is included within the Base Value of Lot One.

## 2. **PROJECTED TIF USES**

	<b>Total</b>
a. Site Acquisition	\$400,000
b. Sanitary Sewer	\$252,000
c. Water	\$310,000
d. Paving/Storm Sewer	\$1,793,000
e. Sewer Extension to 37 <sup>th</sup> St.	\$250,000
f. Site Preparation	\$825,000
g. Street Lighting	\$50,000
h. Internal Streets/Drives	\$750,000
i. Sidewalks/Landscaping	\$272,000
j. City Legal Fees	\$10,000
j. Capitalized Interest	\$350,000
Total Uses	\$5,262,000

\* All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

\*\* Eligible TIF Uses are projected to be approximately \$5,262,000, but the TIF Revenue Projection is limited to \$4,449,000 which is the sum generated by the projected incremental taxes. In the Cost Certification required by Section 4.02, Redeveloper shall be obligated to only demonstrate eligible expenditures in the amount of \$4,449,000.

DOCS/2574384.6

## RESOLUTION NO. 2021-2

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

BE IT RESOLVED by the Mayor and Council of the City of Norfolk, Nebraska, acting as the governing body of the Community Development Agency of the City of Norfolk, Nebraska, as follows:

Section 1. The Mayor and Council of the City of Norfolk (the "City") hereby find and determine:

(a) that, pursuant to the Nebraska Community Development Law, Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska (the "Act"), the Community Development Agency of the City of Norfolk (the "Agency") has been duly created by ordinance for purposes of assisting with redevelopment of blighted and substandard real estate located within the City; that the Agency has and may exercise all of the powers of a redevelopment authority provided for under the Community Development Law of the State of Nebraska; that there has been prepared a redevelopment plan, entitled "Redevelopment Plan for Fountain Point Redevelopment Area of the City of Norfolk, Nebraska" (the "Plan"), as amended, for the redevelopment of the real estate described and referred to in Exhibit A (hereinafter in this Resolution referred to as the "Project Area");

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

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

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

(e) that on the 17th day of July, 2017, the Mayor and City Council of the City held a public hearing on the Plan, for which notice was given by publication prior to such hearing in the *Norfolk Daily News* on June 30, 2017 and July 7, 2017, and, after such hearing, the Mayor and Council gave their approval to the Plan, and on the 19th day of January, 2021, the Mayor and City Council of the City held a public hearing on the Plan, for which notice was given by publication prior to such hearing in the *Norfolk Daily News* on December 31, 2020 and January 7, 2021, and, after such hearing, the Mayor and Council gave their approval to the Plan amendment;

(f) that the Plan, among other things, calls for the site preparation and construction of an approximately 70,000 to 80,000 square foot medical office building, an expansion of the

medical office building consisting of approximately 8,428 square feet of additional clinic space, an approximately 87 unit senior living facility, parking lots, and associated improvements, together with the public improvements related thereto as part of the first phase of the redevelopment project (referred to herein as the "Project"), as more particularly described in the Plan and the redevelopment contract for the Project entered into between Fountain Point Development, LLC, a Nebraska limited liability company ("Redeveloper"), and the Agency, dated August 23, 2017, as amended December 17, 2018, as further amended February 1, 2021, attached hereto as Exhibit B and incorporated herein by reference (collectively, the "Redevelopment Contract");

(g) that pursuant to Resolution No. 2018-17, the City, as the governing body of the Agency, previously issued two (2) of its tax increment revenue bonds for the Project in the aggregate amount of \$3,970,000 (the "Existing Bonds"), and pursuant to the Redevelopment Contract, the City has agreed to issue an additional tax increment revenue bond as set forth in this Resolution;

(h) that Redeveloper has incurred and is expected to incur costs in excess of \$46,000,000 relating to redevelopment of the Project Area pursuant to the Plan and the Redevelopment Contract, and intends to complete the Project prior to June 31, 2021;

(i) that the Agency, upon the written request of Redeveloper, timely filed a "Notice to Divide Tax" for the Project with the county assessor for Madison County, Nebraska, on or before August 1, 2018;

(j) that the Redeveloper and the Agency have agreed in writing to a minimum valuation of the Project Area of \$22,549,674 pursuant to the Redevelopment Contract;

(k) that the Agency and the City have agreed to assist the Redeveloper with certain grants as set forth in the Redevelopment Contract and in consideration for undertaking the costs of the Project and for such purpose it is necessary for the Agency to authorize the issuance of its tax increment revenue bond in an amount not to exceed \$479,000;

(l) that the Redevelopment Contract between the Agency and the Redeveloper in the form presented provides that the Agency and the City will assist the Redeveloper with certain grant assistance and the issuance of the tax increment revenue bond as provided for in this resolution;

(m) that all ad valorem taxes received by the Agency's Treasurer related to the Project Area shall be allocated pro-rata between the Existing Bonds and the tax increment revenue bond described herein pursuant to the terms of said bonds and this Resolution; and

(n) that all conditions, acts and things required by law to exist or to be done precedent to the authorizing of the Agency's tax increment revenue bond as provided for in this Resolution do exist and have been done as provided by the Act.

Section 2. A tax increment revenue bond in an amount not to exceed Four Hundred Seventy Nine Thousand Dollars (\$479,000) is hereby ordered issued in accordance with Section 18-2125 of the Act, by the Agency and shall be designated as its "Tax Increment Revenue Bond of the Community Development Agency for City of Norfolk, Nebraska (Fountain Point North Redevelopment Project – Phase IB), Series 2021" (herein referred to as the "Bond"). The Bond shall be issued in the single

denomination in an amount not to exceed \$479,000. The Bond shall be dated as of the date of its delivery ("Dated Date"). The Bond shall bear interest from the Dated Date until maturity (or earlier redemption) at the rate of five percent (5.00%) per annum. The principal of the Bond shall become due on January 1, 2034, provided that such principal amount shall be subject to mandatory redemption from "Available Funds" as described in Section 5 below on January 1 and July 1 of each year. All interest upon the Bond shall be payable on July 1, 2021 and semiannually thereafter on January 1 and July 1 of each year.

The Bond shall be issued in fully registered form. The Agency's Treasurer (the City Treasurer of the City of Norfolk) is hereby designated as paying agent and registrar for the Bond (the "Agent"). The Agent shall serve in such capacities pursuant to the terms of this Resolution. The interest due on each interest payment date prior to maturity shall be payable to the registered owner of record as of the last business day of the calendar month immediately preceding the calendar month in which such interest payment date occurs (the "Record Date"), subject to the provisions of Section 4 hereof. Payments of interest due on the Bond, except for payments due on final maturity date, or other final payment, shall be made by the Agent by mailing or delivering a check or draft in the amount then due for interest on the Bond to the registered owner of the Bond, as of the Record Date for such interest payment date, to such owner's registered addresses as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at final maturity or other final payment shall be made by the Agent to the registered owner upon presentation and surrender of the Bond to the Agent at the Agency's offices at City Hall in the City of Norfolk, Nebraska. The Agency and the Agent may treat the registered owner of the Bond as the absolute owner of the Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Agent shall be affected by any notice or knowledge to the contrary, whether the Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of the Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the Agency and the Agent, in respect of the liability upon the Bond or claims for interest to the extent of the sum or sums so paid. Notwithstanding anything in this Resolution or the Redevelopment Contract to the contrary, the Agent shall not disburse any amounts toward payment on the Bond unless and until Redeveloper has provided the Agency with Costs Certifications (as defined in the Redevelopment Contract) pursuant to Section 4.02 of the Redevelopment Contract. If Redeveloper fails to submit Cost Certifications in an amount equal to or greater than the principal amount on the Bond upon completion of the Project, the principal and outstanding interest on the Bond shall be adjusted to reflect the aggregate total of the Costs Certifications.

Section 3. The Agent shall keep and maintain for the Agency books for the registration and transfer of the Bond at the Agency's offices at City Hall in Norfolk, Nebraska. The name and registered address of the registered owner of the Bond shall at all times be recorded in such books. The Bond may be transferred pursuant to its provisions at the Agency's offices by surrender of such Bond for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to the Agent, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Agent on behalf of the Agency will register such transfer upon its books and make notation thereof on the Bond and deliver the Bond at its office to the transferee owner (or send it by registered mail to the transferee owner thereof at such transferee owner's expense). Any transfers of the Bond shall be upon the basis of a private placement and each proposed transferee registered owner shall furnish the Agent with assurances in form satisfactory to the Agent that such Bond is being purchased for investment purposes only, without view to redistribution and upon the independent credit judgment and investigation of the proposed transferee. The Agency and the Agent shall not be required to transfer the Bond during any period from any Record Date until its immediately following interest payment date or to transfer the Bond when called for

redemption, in whole or in part, for a period of 15 days next preceding any date fixed for redemption or partial redemption.

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

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

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

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

**TAX INCREMENT REVENUE BOND OF  
THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK,  
NEBRASKA (FOUNTAIN POINT NORTH REDEVELOPMENT PROJECT – PHASE IB)  
SERIES 2021**

Dated Date: \_\_\_\_\_, 2021

Principal Amount

Interest Rate Per Annum

Final Maturity Date

\$479,000

5.00%

January 1, 2034

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency of the City of Norfolk, Nebraska (the "Agency"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on July 1, 2021 and semiannually thereafter on January 1 and July 1 of each year.

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

This bond is the sole bond of its series of the total principal amount of Four Hundred Seventy Nine Thousand Dollars (\$479,000) issued by the Agency for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Contract (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Agency and approved by the Mayor and Council of the City of Norfolk, Nebraska, on July 17, 2017, as amended January 19, 2021 (the "Plan"), all in compliance with the Nebraska Community Development Law, Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska (the "Act"), and has been duly authorized by resolution passed and approved by the Mayor and Council of the City of Norfolk, acting as the governing body of



the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the Redevelopment Contract and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

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

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

This bond constitutes a limited obligation of the Agency payable, on a pro-rata basis based upon this bond's percentage share of the aggregate total of the combined original principal amounts of this bond and the Existing Bonds (as defined in the Resolution), exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147 of the Act, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Contract and located within the "Project Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer attributable to the Project Area which are received by said Treasurer as of and from and after January 1, 2021 and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Area based on any increase in the taxable value determined as of January 1, 2018.

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

This bond is transferable by the registered owner or such owner's attorney duly authorized in

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

NOTWITHSTANDING ANYTHING IN THIS BOND, THE RESOLUTION OR THE REDEVELOPMENT CONTRACT TO THE CONTRARY, THE AGENT SHALL NOT DISBURSE ANY AMOUNTS TOWARD PAYMENT ON THIS BOND UNLESS AND UNTIL REDEVELOPER HAS PROVIDED THE AGENCY WITH COSTS CERTIFICATIONS (AS DEFINED IN THE REDEVELOPMENT CONTRACT) PURSUANT TO SECTION 4.02 OF THE REDEVELOPMENT CONTRACT. IF REDEVELOPER FAILS TO SUBMIT COST CERTIFICATIONS IN AN AMOUNT EQUAL TO OR GREATER THAN THE INITIAL PRINCIPAL AMOUNT ON THIS BOND UPON COMPLETION OF THE PROJECT, THE PRINCIPAL AND OUTSTANDING INTEREST ON THIS BOND SHALL BE ADJUSTED TO REFLECT THE AGGREGATE TOTAL OF THE COSTS CERTIFICATIONS.

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

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

IN WITNESS WHEREOF, the Mayor and Council of the City of Norfolk, Nebraska, as the governing body of the Community Development Agency of the City of Norfolk, Nebraska have caused this bond to be executed on behalf of said Agency by being signed by the Chairperson (Mayor) and Secretary (City Clerk), all as of the Dated Date shown above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF NORFOLK

ATTEST:

By: (Sample – Do Not Sign)  
Chairperson (Mayor)

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

## PROVISION FOR REGISTRATION

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

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 2021	Fountain Point Development, LLC	(Sample – Do Not Sign)

Section 7. This Resolution sets forth January 1, 2018 as the effective date after which ad valorem taxes on real property located within the Project Area are to be apportioned pursuant to Section 18-2147 of the Act. As of and from and after January 1, 2021, that portion of the ad valorem taxes on the real estate located within the Project Area which is described in subdivision (1)(b) of Section 18-2147 of the Act, and which ad valorem taxes received by the Agency's Treasurer attributable to the Project Area which are attributable to valuation increases determined as of January 1, 2018 (the "Project Area Tax Receipts"), shall be paid into a special fund of the Agency to be designated as the "Community Development Agency — Fountain Point Development, LLC Project Fund", established via Resolution No. 2018-17 (the "Payment Account"), to be held by the Agent for application to payments on the Bond.

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

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

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

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

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

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

Section 13. Interest on the Bond shall be subject to taxation for both federal and Nebraska state income taxes, as and to the extent provided by law, and no information report shall be filed with the

Internal Revenue Service under Section 149(e) of the Code.

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

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

Passed and Approved this 1st day of February, 2021.

(SEAL)

\_\_\_\_\_  
Chairperson (Mayor)

ATTEST:

\_\_\_\_\_  
Secretary (City Clerk)

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

**Exhibit "A"**

Legal Description of the Project Area

Lot 1 Fountain Point Addition to the City of Norfolk, as surveyed, platted and recorded in Madison County, Nebraska

AND

Lot 3 Fountain Point Addition to the City of Norfolk, as surveyed, platted and recorded in Madison County, Nebraska

**Exhibit "B"**  
Redevelopment Contract

(See attached)

DOCS/2582477.2

**REDEVELOPMENT CONTRACT  
(FOUNTAIN POINT NORTH REDEVELOPMENT PROJECT - PHASE I)**

This Redevelopment Contract is made and entered into as of the 23 day of August, 2017, by and between the Community Development Agency of the City of Norfolk, Nebraska ("CDA") and Fountain Point Development, LLC, a Nebraska limited liability company ("Redeveloper").

**RECITALS**

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract.

B. The City of Norfolk (the "City"), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal as described in the Redevelopment Plan for the Fountain Point Redevelopment Area to redevelop the Project Site and a sites adjacent thereto in multiple phases, which shall be subject to one or more separate redevelopment agreements.

E. Phase I of the proposed redevelopment project, which is the subject of this Redevelopment Contract and which shall be referred to herein as the "Project", involves the construction of a new approximately 70,000 to 80,000 square foot medical office building, and construction of a new approximately 87 unit senior living facility, parking lots, and associated improvements.

F. The CDA has approved the Redevelopment Plan which includes the first phase of the Redeveloper's proposed redevelopment project, including the utilization of tax-increment financing to assist in the cost of the eligible public improvements defined in this Redevelopment Contract.

G. CDA and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:



**ARTICLE I**  
**DEFINITIONS AND INTERPRETATION**

**Section 1.01      Terms Defined in this Redevelopment Contract.**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B. "CDA" means the Community Development Agency of the City of Norfolk, Nebraska.

C. "City" means the City of Norfolk, Nebraska.

D. "Effective Date" means one or more effective dates of the Project determined in accordance with Section 3.01 of this Redevelopment Contract for the purpose of dividing the ad valorem taxes generated by the Project pursuant to Section 18-2147 of the Act.

E. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

F. "Lot One" means all that certain real property legally described as Lot One (1), Fountain Point Addition, as surveyed, platted and recorded in the City of Norfolk, Madison County, Nebraska.

G. "Lot Three" means all that certain real property legally described as Lot Three (3), Fountain Point Addition, as surveyed, platted and recorded in the City of Norfolk, Madison County, Nebraska.

H. "Minimum Lot One Valuation" means an amount equal to Thirteen Million Eight Hundred Fifty Thousand and No/100 Dollars (\$13,850,000.00).

I. "Minimum Lot Three Valuation" means an amount equal to Six Million and No/100 Dollars (\$6,000,000.00).

J. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A" attached and incorporated by this reference.

K. "Project" means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined

herein and described on Exhibit "A". For purposes of this Redevelopment Contract, the term "Project" shall not be construed to include subsequent phases of the Redeveloper's overall redevelopment project.

L. "Project Completion Date" means on or before December 31, 2019.

M. "Project Site" means all that certain real property situated in the City, more particularly described on Exhibit "A". The Project Site is comprised of both Lot One and Lot Three.

N. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

O. "Redeveloper" means Fountain Point Development, LLC, a Nebraska limited liability company or its assignee, which is subject to the written approval of the CDA.

P. "Redevelopment Contract" means this Redevelopment Contract between the CDA and Redeveloper with respect to the Project.

Q. "Redevelopment Area" means the Redevelopment Area that is referred to as the Fountain Point Redevelopment Area and that is legally described in the Redevelopment Plan.

R. "Redevelopment Plan" means the Redevelopment Plan for the Fountain Point Redevelopment Area approved by the City Council of the City on July 17, 2017 pursuant to Resolution No. 2017-47, as amended.

S. "TIF Indebtedness" means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by TIF Revenues.

T. "TIF Revenues" or "Tax Increment" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

## **Section 1.02      Construction and Interpretation.**

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Contract shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed

permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The word "including" shall be construed as meaning "including, but not limited to."

(d) The words "will" and "shall" shall each be construed as mandatory.

(e) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

## **ARTICLE II REPRESENTATIONS**

### **Section 2.01     Representations by the CDA.**

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

### **Section 2.02     Representations of Redeveloper.**

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Contract by Redeveloper.

(e) Redeveloper shall not assign this Contract to any successor or assignee without the written approval of the CDA.

### **ARTICLE III OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS**

#### **Section 3.01      Capture of Tax Increment.**

Subject to the contingencies described below and to all of the terms and conditions of this Contract, commencing for the tax year of each Effective Date of the Project and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project for a total period of not to exceed fifteen (15) years following the establishment of the Effective Date in the year in which the Private Improvements on each lot have been completed and included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA (the "TIF Period").

The Project Site is composed of two (2) separate lots, as legally described on Exhibit "A". The Redeveloper anticipates that commencement of construction of the Private Improvements on each such lot may not occur simultaneously. In order to optimize the Tax Increment generated by the Project, the Project may have two (2) Effective Dates for purposes of the division of ad valorem taxes pursuant to Section 18-2147 of the Act. Each Effective Date shall be directly related to the timing of construction of the Private Improvements. Commencing on July 1, 2018 and annually on or before each July 1 thereafter until a "Notice to Divide Taxes" has been filed for each lot, the Redeveloper shall notify the CDA in writing whether either or both of the lots should be included in the Notice to Divide Taxes for such year. The CDA shall file the Notice to Divide Taxes with the Madison County Assessor on or prior to August 1 of such year, establishing such year as the Effective Date for the lot(s) identified in the Redeveloper's notice.

#### **Section 3.02      Tax Increment.**

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax

levy (fixed each year by the Madison County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements, and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. Due to the anticipated construction schedule of the Private Improvements, it is not expected that the full amount of the annual Tax Increment for the Project will be generated in the first year that a Notice to Divide Tax is filed, but will be generated following completion of construction of all of the Private Improvements comprising the Project. The anticipated Tax Increment for the Project is more particularly described on Exhibit "B" attached hereto and incorporated by this reference.

The parties acknowledge and understand that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year the taxes are levied. Accordingly, the Tax Increment created in the fifteenth (15<sup>th</sup>) year following the Effective Date pursuant to Section 18-2147 of the Act and this Contract may be paid in the sixteenth (16<sup>th</sup>) year according to customary practice in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the TIF Period.

### **Section 3.03      Issuance of TIF Indebtedness.**

No sooner than thirty (30) days following the approval and execution of this Contract, the CDA shall incur or issue TIF Indebtedness (the "TIF Note") in an amount not to exceed Three Million Nine Hundred Seventy Thousand and No/100 Dollars (\$3,970,000.00), to be issued to the Redeveloper, or to a lender of the Redeveloper, which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit "B-1", shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit.

If the Redeveloper intends to monetize the TIF Note, it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for this TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge upon written notification by the Redeveloper to the CDA in substantially the same form as Exhibit "F". The TIF Note issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA.

### **Section 3.04      Use of TIF Indebtedness.**

The CDA will collect and use the Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Contract. Notwithstanding the foregoing, the amount of the TIF Note that the CDA agrees to service and repay with the Tax Increment shall not exceed Three Million Nine Hundred Seventy Thousand and No/100 Dollars (\$3,970,000.00) in Eligible Project Costs as certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit "C". The Tax Increment, less the CDA's costs, shall be paid

pursuant to the terms of any TIF Promissory Note and/or TIF resolution issued by the CDA relating to this Project. The uses of the TIF Indebtedness described on Exhibit "C" is intended to be consistent with and fund those costs as described on the Subdivision Agreement between the Redeveloper and the City of Norfolk. These improvements include:

- (a) Grading and site preparation of the entirety of Fountain Point North;
- (b) Sanitary sewer lines to be installed:
  - In Madison Avenue from 37<sup>th</sup> Street to 40<sup>th</sup> Street;
  - Developer shall contribute to the City Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) of the TIF Indebtedness to assist the City in extending the sanitary sewer line to and in 37<sup>th</sup> Street;
  - In 37<sup>th</sup> Street from south edge of the redevelopment area to Madison Avenue; and
  - City responsible for extending the sanitary sewer line to 37<sup>th</sup> Street at City cost.
- (c) Water lines to be installed:
  - From highway 275 to the south line of Lot 3 in 37<sup>th</sup> Street;
  - In Madison Avenue from 37<sup>th</sup> Street to 40<sup>th</sup> Street; and
  - In 40<sup>th</sup> Street from Highway 25 to the south line of Lot 4.
- (d) Street improvements and storm sewer improvements:
  - Redeveloper shall install street paving in 37<sup>th</sup> Street from Highway 275 (using the existing paving where possible as installed by NDOT) as a two (2) lane street, to include a right turn lane at Madison Avenue, to the south line of Lot 3;
  - Madison Avenue as a two (2) lane road from 37<sup>th</sup> Street to 40<sup>th</sup> Street; and
  - 40<sup>th</sup> Street shall be constructed as part of the development of Lot 4 as provided in the Subdivision Agreement between Redeveloper and the City of Norfolk.
- (e) Sidewalks/Trails to be installed:
  - A eight (8) foot trail along the west side of 37<sup>th</sup> Street from Highway 275 to the south line of redevelopment area;
  - A four (4) foot sidewalk on the south side of Madison Avenue and an eight (8) foot trail on the north side of Madison Avenue; and
  - An eight (8) foot sidewalk on the east side of 40<sup>th</sup> Street when it is constructed.

**Section 3.05      Tax Increment Receipts.**



The CDA will collect and hold the receipts of the Tax Increment for payment on the TIF Note. Such Tax Increment receipts shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

**Section 3.06      Projected TIF Sources and Uses.**

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", the anticipated TIF sources and uses are set forth on the attached and incorporated Exhibit "C". The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and certified by the Redeveloper under Section 4.02 below.

**ARTICLE IV  
OBLIGATIONS OF REDEVELOPER**

**Section 4.01      Construction of Project; Insurance.**

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion, the form of which is attached as Exhibit "D" and incorporated by this reference. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements, and Redeveloper shall be entitled to record the Certificate of Completion.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The CDA shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

#### **Section 4.02      Cost Certification.**

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit "C". Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs.

#### **Section 4.03      No Discrimination.**

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Contract 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 Project. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

#### **Section 4.04      Pay Real Estate Taxes.**

(a) Redeveloper intends to create a taxable real property valuation of Lot One of not less than the Minimum Lot One Valuation set forth in Section 1.01(H) above, and a taxable real property valuation of Lot Three of not less than the Minimum Lot Three Valuation set forth in Section 1.01(I) above, no later than as of the Project Completion Date. During the period of this Contract, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of Lot One to a sum less than or equal to the Minimum Lot One Valuation; (2) not protest a real estate property valuation of Lot Three to a sum less than or equal to the Minimum Lot Three Valuation; and (3) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Contract, Lot One is assessed at less than the Minimum Lot One Valuation, Redeveloper shall either: (1) seek to protest the valuation of Lot One upwards such that the valuation is equal to or greater than the Minimum Lot One Valuation; and/or (2) make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the anticipated Tax Increment, as set forth on Exhibit "B", exceeds the actual Tax Increment for such lot; provided, however, that Redeveloper shall only be obligated to make such payment in lieu of taxes to the extent that the actual Tax Increment is insufficient to meet the current debt service payments on the TIF Promissory Note. Redeveloper may assign the right and obligation to make the payment in lieu of taxes to the successor in interest of Lot 1 upon written notice to the CDA. If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt



service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

**Section 4.05      No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Contract without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following assignments as security for indebtedness, which shall be permitted without consent of the CDA:

(a) previously incurred by Redeveloper or incurred by Redeveloper after the applicable Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Contract, or

(b) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Contract.

**Section 4.06      Agency Costs.**

Redeveloper shall reimburse the Agency and the City, as applicable, for legal fees and costs incurred by the City or the Agency in connection with this Redevelopment Contract and the issuance of the Bond. The total amount to be reimbursed pursuant to this provision shall not exceed \$7,500.00.

**ARTICLE V  
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

**Section 5.01      Financing.**

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

**Section 5.02      Encumbrances.**

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by

Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

## **ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION**

### **Section 6.01      General Remedies of the CDA and Redeveloper.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

### **Section 6.02      Additional Remedies of the CDA.**

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA;
- (c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Lot One Valuation and Minimum Lot Three Valuation, respectively, for each of developed Lot One and Lot Three

for the term of this Contract and fails to satisfy the obligations of Section 4.04(b) of this Contract; or

- (d) There is, in violation of Section 4.05 of this Redevelopment Contract, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA,

then Redeveloper shall be in default of this Redevelopment Contract; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

### **Section 6.03      Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Contract.

### **Section 6.04      Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all

liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Contract. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Contract.

## **ARTICLE VII MISCELLANEOUS**

### **Section 7.01      Memorandum.**

A Memorandum of this Redevelopment Contract in the form attached hereto as Exhibit "E" and incorporated by this reference shall be recorded with the Madison County Register of Deeds for the Project.

### **Section 7.02      Governing Law.**

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including the Act.

### **Section 7.03      Binding Effect; Amendment.**

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Project Site. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

### **Section 7.04      No Agency or Partnership.**

This Redevelopment Contract is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Contract for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Contract.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

**"CDA"**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
NORFOLK, NEBRASKA

ATTEST:

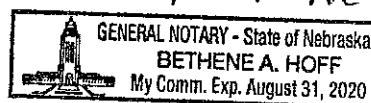
By: *Elizabeth A. Deck*  
Secretary  
*Elizabeth A. Deck*

By: *Josh Moenning*  
Chairman  
*Josh Moenning*

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF MADISON    )

The foregoing instrument was acknowledged before me this 23 day of Aug., 2017, by Josh Moenning, Mayor and Elizabeth A. Deck, City Clerk Chairman and Secretary respectively of the Community Development Agency of the City of Norfolk, Nebraska, a public body corporate and politic, on behalf of the Agency.

*Bethene A. Hoff*  
Notary Public  
*Bethene A. Hoff*



**"REDEVELOPER"**

FOUNTAIN POINT DEVELOPMENT,  
LLC, a Nebraska limited liability  
company



Michael J. Anderson, Manager

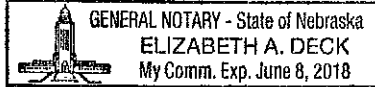



David Ost diek, Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF Madison     )

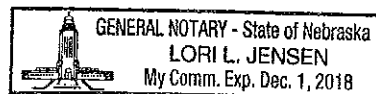
The foregoing instrument was acknowledged before me this 29 day of Aug, 2017 by Michael J. Anderson, Manager for Fountain Point Development, LLC, on behalf of the company.



  
Notary Public  
Elizabeth A. Deck

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF Hall     )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2017 by David Ost diek, Manager for Fountain Point Development, LLC, on behalf of the company.



  
Notary Public

TABLE OF EXHIBITS:

Exhibit "A" – Description of Project

Exhibit "B" – TIF Indebtedness

Exhibit "B-1" – TIF Note

Exhibit "C" – Projected TIF Sources and Uses

Exhibit "D" – Certificate of Completion

Exhibit "E" – Memorandum of Redevelopment Contract

Exhibit "F" – Form of Investor Letter

## **EXHIBIT "A"**

### **DESCRIPTION OF PROJECT**

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

Lot One (1) and Lot Three (3), Fountain Point Addition, as surveyed, platted and recorded in the City of Norfolk, Madison County, Nebraska,

shall consist of the following:

- (a) **Private Improvements.** The private improvements to be constructed by the Redeveloper on the Project Site include: (a) a new approximately 70,000 to 80,000 square foot medical office building on Lot One; and (b) a new approximately 87 unit senior living facility on Lot Three, parking lots, and associated improvements.
- (b) **Public Improvements.** Site preparation, installation and extension of public utilities, installation of streets and sidewalks, improvements to Highway 275 and 37<sup>th</sup> Street, landscaping, hardscaping and streetscaping, and other improvements which qualify as eligible expenditures for public improvements under the Act as determined in the Redevelopment Contract; paid for, in part, by the tax increment generated by the Private Improvements.

The Project constitutes one phase of the overall Fountain Point North Redevelopment Project described in the Redevelopment Plan. All Public Improvements for this Project shall be public improvements for the overall redevelopment project, and all public improvements anticipated for other phases of the overall project shall be deemed to be Public Improvements for this Project.

Exhibit "A"



## **EXHIBIT "B"**

### **TIF INDEBTEDNESS**

1. **Principal Amount.** The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of Lot One of \$13,850,000.00, plus an assumed valuation of Lot Three of \$6,000,000.00, less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance, but such principal amount shall not exceed Three Million Nine Hundred Seventy Thousand and No/100 Dollars (\$3,970,000.00).
2. **Anticipated Tax Increment:** Approximately \$397,000.00 annually, comprised of: (a) \$273,000.00 from the medical office building on Lot 1; and (b) \$124,000.00 from the senior living facility on Lot 3.
3. **Payments.** Semi-annually with interest only until real estate taxes are fully collected for the tax year of the applicable Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.
4. **Maturity Date.** The Maturity Date shall be December 31 of the year that is fifteen (15) years after the Effective Date established for each lot in the Project.

Exhibit "B"

**EXHIBIT "B-1"**

**TIF NOTE  
(See Attached)**

Exhibit "B-1"

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK, NEBRASKA, PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK, NEBRASKA, TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
THE COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF NORFOLK, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE  
(FOUNTAIN POINT NORTH REDEVELOPMENT PROJECT – PHASE I)  
SERIES 201\_\_A

Maturity Date	Original Issuance Date
	_____, 20__

Registered Holder	Principal Amount
Fountain Point Development, LLC	\$ _____

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Norfolk City Treasurer, as Paying Agent and Registrar, from the Original Issuance Date identified above. Accrued interest for \_\_\_\_\_ shall be made in the form of Interest only payments in two (2) installments annually due July 15 and November 15, 2018. Thereafter principal shall be payable in two (2) equal semi-annual installments due July 15 and November 15, and each July 15 and November 15 thereafter through November 15, 2032. The 2032 tax liability shall be divided when the 2032 tax payments are made in 2033. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this Note is payable in any coin or currency of the United

Exhibit "B-1"

States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Norfolk, Nebraska Redevelopment Revenue Note (Fountain Point North Redevelopment Project – Phase I), Series 201\_\_A, aggregating Three Million Nine Hundred Seventy Thousand and 00/100 Dollars (\$3,970,000.00) (the “Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the “Act”) and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the “Resolution”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Contract by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose.

THIS NOTE DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Contract against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Norfolk, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have

Exhibit “B-1”

been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a purchase letter, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges provided in the Resolution, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Contract to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Redevelopment Contract referred to herein or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK, NEBRASKA has caused this Note to be signed in its

Exhibit "B-1"

name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF NORFOLK,  
NEBRASKA

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Norfolk City Treasurer,  
as Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signature

Exhibit "B-1"

## EXHIBIT "C"

### PROJECTED TIF SOURCES AND USES

#### 1. PROJECTED TIF SOURCES

##### Summary:

	<u>Lot One</u>	<u>Lot Three</u>
TIF Sources	\$2,728,000	\$1,242,000
Total:		\$3,970,000

##### TIF Sources Calculations

###### Assumptions:

Lot One Base Value:	\$18,300	Tax Levy (2016):	1.97406
Lot Three Base Value:	\$9,700	Interest Rate:	5.0%
Lot One Final Value:	\$13,850,000	TIF Period (yrs):	14years/phase
Lot Three Final Value:	\$6,000,000		

	<b>Lot One</b>	<b>Lot Three</b>
Base Value	\$18,300	\$9,700
Base Taxes	\$360	\$190
Completed Value	\$13,850,000	\$6,000,000
Annual Taxes	\$273,600	\$124,500
Annual Tax Increment	\$273,000	\$124,000
Total TIF Sources	\$2,728,000	\$1,242,000

\*Note: This chart presents the projections for each developed lot. The annual tax increment generated will vary based on construction schedule of each lot.

#### 2. PROJECTED TIF USES

	<b>Total</b>
a. Site Acquisition	\$400,000
b. Sanitary Sewer	\$252,000
c. Water	\$310,000
d. Paving/Storm Sewer	\$1,405,000
e. Sewer Extension to 37 <sup>th</sup> St.	\$250,000
f. Site Preparation	\$825,000
g. Street Lighting	\$50,000
h. Internal Streets/Drives	\$750,000
i. Sidewalks/Landscaping	\$150,000

Exhibit "C"

j. Capitalized Interest	\$350,000
Total Uses	\$4,742,000

\*All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

\*\*Eligible TIF Uses are projected to be approximately \$4,742,000, but the TIF Revenue Projection is limited to \$3,970,000 which is the sum generated by the projected incremental taxes. In the Cost Certification required by Section 4.02, Redeveloper shall be obligated to only demonstrate eligible expenditures in the amount of \$3,970,000.

Exhibit "C"

2



**EXHIBIT "D"**

**CERTIFICATE OF COMPLETION**

The Community Development Agency of the City of Norfolk, Nebraska, a municipal corporation in the State of Nebraska (the "CDA"), hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Norfolk, Madison County, Nebraska, to wit:

Lot One (1) and Lot Three (3), Fountain Point Addition, as surveyed, platted and recorded in the City of Norfolk, Madison County, Nebraska,

("Redeveloper Property"), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the REDEVELOPMENT CONTRACT (Fountain Point North Redevelopment Project – Phase I) by and between the Community Development Agency of the City of Norfolk, Nebraska, a municipal corporation in the State of Nebraska, and Fountain Point Development, LLC, a Nebraska limited liability company, and its successors and assigns ("Redeveloper"), said Contract dated as of \_\_\_\_\_, 2017 and a Memorandum of which is recorded as Instrument No. \_\_\_\_\_, in the office of the Register of Deeds for Madison County, Nebraska.

The CDA further makes the conclusive determination that the Private Improvements (as defined in the Contract) to the above-described Redeveloper Property are presently in conformance with the Contract.

Exhibit "D"

1

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**"CDA"**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
NORFOLK, NEBRASKA

\_\_\_\_\_, Chairperson

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF MADISON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, Chairperson of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of the Agency.

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

Exhibit "D"

Fountain Point Development, LLC, a  
Nebraska limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, Manager of Fountain Point Development, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

Exhibit "D"

After recording return to:  
Heather A. Carver  
Cline Williams Wright Johnson  
& Oldfather, L.L.P.  
Sterling Ridge  
12910 Pierce Street, Suite 200  
Omaha, Nebraska 68144

**EXHIBIT "E"**

**MEMORANDUM OF REDEVELOPMENT CONTRACT  
(FOUNTAIN POINT NORTH REDEVELOPMENT PROJECT - PHASE I)**

This Memorandum of Redevelopment Contract ("Memorandum") is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Community Development Agency of the City of Norfolk, Nebraska ("CDA") and Fountain Point Development, LLC, a Nebraska limited liability company ("Redeveloper").

1. **Redevelopment Contract.** CDA and Redeveloper have entered into that certain Redevelopment Contract dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

Lot One (1) and Lot Three (3), Fountain Point Addition, as surveyed, platted and recorded in the City of Norfolk, Madison County, Nebraska.

2. **Tax Increment Financing.** The Redevelopment Contract provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Effective Date applicable to each lot in the Project Site. The Tax

Exhibit "E"

Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Contract.

3. **Minimum Lot Valuation.** The Redevelopment Contract establishes a minimum taxable real property valuation for each lot in the Project Site of not less than Thirteen Million Eight Hundred Fifty Thousand and No/100 Dollars (\$13,850,000.00) with respect to Lot One (the "Minimum Lot One Valuation"), and not less than Six Million and No/100 Dollars (\$6,000,000.00) with respect to Lot Three (the "Minimum Lot Three Valuation"). The Redevelopment Contract further provides that neither Redeveloper, nor its successors and assigns, shall: (a) protest the real property valuation of any lot in the Project to a sum less than the Minimum Lot One Valuation or the Minimum Lot Three Valuation, as applicable; or (b) convey the Project Site, any lot in the Project Site, or structures 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. A full and correct copy of the Redevelopment Contract may be inspected at the CDA offices in Norfolk, Nebraska.

[SIGNATURE PAGES TO FOLLOW]

Exhibit "E"

2

**"CDA"**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
NORFOLK, NEBRASKA

\_\_\_\_\_, Chairperson

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF MADISON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, Chairperson of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of the Agency.

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

Exhibit "E"

Fountain Point Development, LLC, a  
Nebraska limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Notary Public

4

**EXHIBIT "F"**  
Form of Investor Letter

\_\_\_\_\_, 201\_\_

Community Development Agency of the City of Norfolk Nebraska  
309 N 5th Street  
Norfolk, NE 68701

Re: Tax Increment Revenue Bond (Fountain Point North  
Redevelopment Project - Phase I) Series 201\_\_A

Ladies and Gentlemen:

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

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

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

Exhibit "F"

2



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

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

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

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

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

Exhibit "F"

and does execute a letter similar in form and substance to this investment letter, a copy of which shall have been delivered to the Agency.

Very truly yours,

Fountain Point Development, LLC, a  
Nebraska limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Manager

4825-4082-4651, v. 4

Exhibit "F"

4

**FIRST AMENDMENT TO REDEVELOPMENT CONTRACT  
(Fountain Point North Redevelopment Project – Phase One)**

This First Amendment to Redevelopment Contract ("First Amendment") is made and entered into this 17 day of December, 2018 by and between the Community Development Agency of the City of Norfolk, Nebraska ("CDA") and Fountain Point Development, LLC, a Nebraska limited liability company ("Redeveloper").

**Recitals**

A. The CDA and the Redeveloper entered into a Redevelopment Contract dated August 23, 2017 ("Redevelopment Contract") proposing redevelopment projects on the project site legally described as:

Lot One (1) and Lot Three (3), Fountain Point Addition, Norfolk,  
Madison County, Nebraska.

B. Phase One of the redevelopment project consists of the construction of an approximately 80,000 square foot medical office building to be located on Lot 1 and a development of an approximately 87 unit senior living facility on Lot 3 (collectively, the "Projects").

C. Pursuant to the terms of the Redevelopment Contract, the Redeveloper is obligated to contribute the sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to the City of Norfolk, Nebraska (the "City") to assist in payment of the cost for the extension of the sanitary sewer line from its former eastern terminus to 37<sup>th</sup> Street on the east edge of the project site. Further, Redeveloper is required to construct 37<sup>th</sup> Street from Highway 275 to the south lot line of Lot 3.

D. Redeveloper and CDA desire to revise the terms of the Redevelopment Contract in accordance with the changes embodied in this First Amendment.

NOW THEREFORE, in consideration of the mutual promises, the receipt and sufficiency of which is hereby acknowledged, the CDA and Redeveloper agree as follows:

1. Redeveloper Contribution to Sanitary Sewer Extension. Section 3.04(b) is hereby revised to provide that the Redeveloper shall contribute the sum of One Hundred Seventeen Thousand Four Hundred Eighty One and 12/100 Dollars (\$117,481.12) ("Contribution") which is the sum remaining after the reduction of such contribution by the change orders required to extend 37<sup>th</sup> Street and related storm sewer south past Warren Garage Door's main drive. Redeveloper shall pay such sum to the City concurrently with its closing on its TIF financing upon the issuance of the TIF Bond by the CDA.

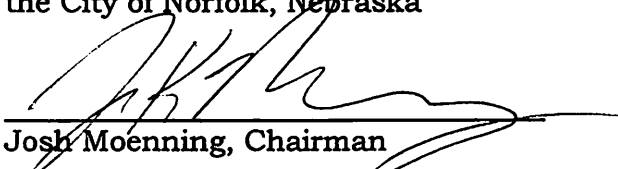
2. Street Improvements. The Redeveloper and CDA hereby amend Section 3.04(d) of the Redevelopment Contract to require the Redeveloper to construct and install the extended 37<sup>th</sup> Street and related storm sewer from Highway 275 as a two-lane street, including a right turn lane at Madison Avenue, south past Warren Garage Door's main drive. Redeveloper shall pay the cost and expense of such extension and such costs are then credited against the Contribution made by the Redeveloper to the City for the sanitary sewer line extension as described in paragraph 1 above. The change orders required by the extension of 37<sup>th</sup> Street total the sum of One Hundred Thirty Two Thousand Five Hundred Eighteen and 88/100 Dollars (\$132,518.88).

3. Reconfirm other Terms. All other terms and conditions of the Redevelopment Contract are hereby reconfirmed by the CDA and Redeveloper.

Effective as of the date above written.

**"CDA"**

Community Development Agency of  
the City of Norfolk, Nebraska

  
Josh Moenning, Chairman

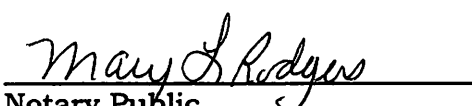
ATTEST:

  
Elizabeth A. Deck, Secretary

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF MADISON    )

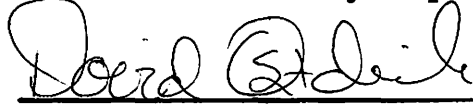
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2018 by Josh Moenning as Chairman and Elizabeth A. Deck as Secretary of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of the agency.



  
Notary Public  
Mary L Rodgers

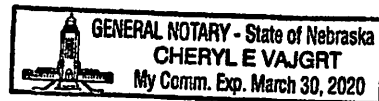
**"REDEVELOPER"**

Fountain Point Development, LLC, a  
Nebraska limited liability company

  
\_\_\_\_\_  
David Ostdiek, Manager

STATE OF NEBRASKA     )  
                                  ) ss  
COUNTY OF Hall     )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2018 by David Ostdiek, Manager of Fountain Point Development, LLC, a Nebraska limited liability company, on behalf of the company.



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

4824-5513-9202, v. 1

**SECOND AMENDMENT TO REDEVELOPMENT CONTRACT**  
**(Fountain Point North Redevelopment Project – Phase One)**

This Second Amendment to Redevelopment Contract (“**Second Amendment**”) dated this \_\_\_\_ day of February, 2021, is entered into by and between the Community Development Agency of the City of Norfolk, Nebraska (“**CDA**”) and Fountain Point Development, LLC, a Nebraska limited liability company (“**Redeveloper**”).

**RECITALS**

A. On July 17, 2017, via Resolution No. 2017-47, the Mayor and City Council of the City of Norfolk, Nebraska (“**City**”) first approved that certain redevelopment plan entitled: “Redevelopment Plan for the Fountain Point Redevelopment Area of the City of Norfolk, Nebraska” (as amended as set forth below, the “**Redevelopment Plan**”), which set forth a phased redevelopment project in the City, as more particularly described therein (the “**Master Redevelopment Project**”).

B. The CDA and Redeveloper entered into that certain Redevelopment Contract dated August 23, 2017, as amended by that certain First Amendment to Redevelopment Contract dated December 17, 2018 (collectively, the “**Redevelopment Contract**”) to implement the first phase of the Master Redevelopment Project (the first phase of the Master Redevelopment Project is referred to in the Redevelopment Contract and herein as the “**Project**”).

C. On January 19, 2021, the Mayor and City Council of the City approved that certain amendment to the Redevelopment Plan.

D. The CDA and Redeveloper desire to amend the Redevelopment Contract to reflect certain changes to the Project included within the amendment to the Redevelopment Plan, as set forth in this Second Amendment.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Contract, the parties agree to amend the Redevelopment Contract as follows:

1. Recitals. The above recitals are true and correct, and are incorporated herein as if set forth below.
2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Contract.
3. Private Improvements; Supplement to Exhibit “A”. The Private Improvements for Phase I of the Project shall include construction of an approximately 8,428 square foot medical office building and clinic space, as set forth in the Redevelopment Plan, located on a portion of Lot 1, legally described as: Unit 3, Norfolk Medical Real Estate Condominium, Norfolk, Madison County, Nebraska ( “**Unit 3**”). The foregoing Private Improvements shall supplement and be

included within the definition of Private Improvements in the Redevelopment Contract and its exhibits, including but not limited to, sub-part (a) of Exhibit “A” of the Redevelopment Contract.

4. Public Improvements; Supplement to Exhibit “A” and Section 3.04. The Public Improvements for the Project shall specifically include the construction and extension of 40th Street (and adjacent sidewalks) to provide additional public access to the Fountain Point North Project Site, landscaping costs, and reimbursement of the CDA’s costs associated with this Second Amendment. The foregoing Public Improvements shall supplement and be included within the definition of Public Improvements in the Redevelopment Contract and its exhibits, including but not limited to, sub-part (a) of Exhibit “A”, Section 3.04(d), and Section 3.04(e) of the Redevelopment Contract. Notwithstanding the foregoing, the CDA and Redeveloper acknowledge and agree that the foregoing Public Improvements were included as Eligible Project Costs under the Redevelopment Contract prior to this Second Amendment. This Section 4 is included in this Second Amendment for the purpose of clarification only and does not represent a substantive change or addition to the Redevelopment Contract.
5. Additional Improvements; How Construed. The additional Private Improvements set forth in section 3, above, and the Public Improvements set forth in section 4, above, shall be collectively referred to as the **“Second Amendment Improvements”**. Except as otherwise provided in this Second Amendment, all terms and obligations related to the Private Improvements and Public Improvements under the Redevelopment Contract shall apply to the Second Amendment Improvements.
6. Minimum Lot 1 Valuation. As a result of the Second Amendment Improvements, the Minimum Lot 1 Valuation shall be Sixteen Million Five Hundred Forty Nine Thousand Six Hundred Seventy Four Dollars (\$16,549,674).
7. Additional TIF Indebtedness. As a result of the Second Amendment Improvements and increase to the Minimum Lot 1 Valuation, the CDA shall issue an additional TIF bond or note for the Project, in form and substance agreeable to the CDA in its sole discretion, in an amount not to exceed Four Hundred Seventy Nine Thousand Dollars (\$479,000), at a rate of interest not to exceed 5.0 percent (the **“Second Amendment TIF Indebtedness”**). The final principal amount and interest rate on the Second Amendment TIF Indebtedness, and such other terms related thereto, shall be set forth in a resolution of the CDA authorizing the issuance of the Second Amendment TIF Indebtedness, and the terms of such resolution shall be controlling with respect thereto. Redeveloper agrees and warrants that the Tax Increment paid by the CDA as debt service on the Second Amendment TIF Indebtedness shall be used solely for the reimbursement of Public Improvements and/or Eligible Project Costs described in the original Redevelopment Contract, prior to this Second Amendment, as set forth therein and as further detailed in section 4 of this Second Amendment. The “effective date” (as defined under the Nebraska Community Development Law) for the Second Amendment TIF Indebtedness shall be January 1, 2018. The Second Amendment TIF Indebtedness shall mature no later than

January 1, 2034. Except as otherwise provided in this Second Amendment, all terms and obligations related to the TIF Indebtedness and/or TIF Note under the Redevelopment Contract shall apply to the Second Amendment TIF Indebtedness.

8. Second Amendment Improvements Completion Date. Redeveloper shall complete, or cause others to complete the Second Amendment Improvements on or before June 30, 2021.
9. Amendment to Exhibit “B”. Exhibit “B” of the Redevelopment Contract shall be amended and replaced in its entirety by Exhibit “1” of this Second Amendment, attached hereto and incorporated herein.
10. Amendment to Exhibit “C”. Exhibit “C” of the Redevelopment Contract shall be amended and replaced in its entirety by Exhibit “2” of this Second Amendment, attached hereto and incorporated herein.
11. CDA Costs. In addition to any sums owed under the Redevelopment Contract, Redeveloper shall reimburse the CDA for the legal fees incurred in relation to this Second Amendment and issuance of the Second Amendment TIF Indebtedness in two (2) installments. The first installment shall be due and owing upon the full execution of this Second Amendment and shall include all legal fees accrued in association therewith to-date. The second installment shall be due and owing upon the CDA’s issuance of the Second Amendment TIF Indebtedness to Redeveloper. Upon the written request of the CDA to Redeveloper, payment may be made directly to the CDA’s legal counsel upon the CDA’s provision of an invoice therefore to Redeveloper. The aggregate total of payments owed by Redeveloper under this section 11 shall not exceed Ten Thousand Dollars (\$10,000).
12. Retention of Second Amendment TIF Indebtedness; Consent of Landowner. Upon the express consent (detailed below) of Fountain Point Medical Community, LLC, a Nebraska limited liability company (“Owner”), the current fee title owner of Unit 3; upon which the Private Improvements included within the Second Amendment Improvements shall be constructed, the CDA, Redeveloper and Owner agree that Redeveloper, and Redeveloper only, shall be entitled to the Second Amendment TIF Indebtedness and any Tax Increment paid as debt service thereon. Subject to the foregoing, Redeveloper acknowledges and agrees that Owner shall not be bound by the terms of the Redevelopment Contract or this Second Amendment, except as provided therein, and Redeveloper shall indemnify and hold harmless Owner from any claims, liabilities or damages resulting from a breach of this Redevelopment Contract, as amended by this Second Amendment. Redeveloper further acknowledges that the actions of Owner could result in a breach of the Redevelopment Contract, as amended by this Second Amendment, and trigger the CDA’s rights and remedies of default thereunder. In relation thereto, Redeveloper shall indemnify and hold harmless the CDA from any claims, defenses or liabilities resulting from such a default and the CDA’s pursuit of remedies related thereto. Notwithstanding the foregoing, the CDA’s rights and remedies related to a breach of the Redevelopment Contract caused by Owner and relating solely to Unit 3 and/or the Second Amendment Improvements



shall be limited to the Second Amendment TIF Indebtedness, and shall not include any such rights or remedies with respect to the TIF Indebtedness issued prior to this Second Amendment. Subject to the terms of this section 12, Owner shall execute the “Landowner Consent” attached hereto and incorporated herein, and this Second Amendment shall not be legally binding unless and until Owner executes such Landowner Consent.

13. Memorandum. Within ten (10) days of full execution of this Second Amendment, Redeveloper, at its sole cost and expense, shall file an amendment to the memorandum of the Redevelopment Contract, filed with the register of deeds for Madison County on November 20, 2017, in Book 2017, at Page 05255 (the “Memorandum”). Such amendment shall provide record notice of the existence of this Second Amendment, and provide the amended Minimum Lot One Valuation, as set forth above. Further, such amendment shall reference and attach the “Landowner Consent” attached hereto.
14. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Contract, except as expressly modified by the terms of this Second Amendment.

**(Signature page follows)**

This Second Amendment to Redevelopment Contract is effective as of the date reflected in the first paragraph above.

**“CDA”**

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF NORFOLK, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Secretary (City Clerk)

By: \_\_\_\_\_  
Chairman (Mayor)

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF MADISON     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2021, by \_\_\_\_\_ and \_\_\_\_\_, the Chairperson (Mayor) and Secretary (City Clerk), respectively, of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of said agency.

(S E A L)

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

**“REDEVELOPER”**

FOUNTAIN POINT DEVELOPMENT, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Fountain Point Development, LLC, a Nebraska limited liability company, on behalf of the company.

(S E A L)

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

## CONSENT OF OWNER

For sufficient consideration received, and subject to the terms of section 12 of the Second Amendment attached hereto, Fountain Point Medical Community, LLC, a Nebraska limited liability company ("Owner") consents to Redeveloper's, or Redeveloper's assigns' and successors', undertaking of the Project as set forth in the Redevelopment Contract, as amended by the Second Amendment, and agrees that Redeveloper shall be solely entitled to all economic benefits related thereto, including receipt of the Second Amendment TIF Indebtedness and Tax Increment paid as debt service thereon. Owner further consents to the filing of an amendment to the Memorandum, as required under section 13 of the Second Amendment, in the land records for Madison County against the real property owned by Owner and legally described as: Unit 3, Norfolk Medical Real Estate Condominium, Norfolk, Madison County, Nebraska; upon which the additional Private Improvements set forth in the Second Amendment shall be constructed. Owner agrees that this Consent shall run with the land and shall be binding upon Owner, its successors and assigns and upon each successive owner of the real property described above.

**FOUNTAIN POINT MEDICAL COMMUNITY,  
LLC, a Nebraska limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Fountain Point Medical Community, LLC, a Nebraska limited liability company, on behalf of the company.

(S E A L)

Notary Public

**EXHIBIT “1”**  
**Amendment to Exhibit “B” of Redevelopment Contract**

(See attached)

**EXHIBIT "B"**  
**TIF Indebtedness**

1. **Principal Amount.** The aggregate principal amount of the TIF Indebtedness and Second Amendment TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of Lot One (excluding Unit 3) of \$13,850,000.00, plus an assumed valuation of Lot Three of \$6,000,000.00, plus an assumed valuation of Unit 3 of \$2,699,674, less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance, but such aggregate principal amount shall not exceed Four Million Four Hundred Forty-Nine Thousand and No/100 Dollars (\$4,449,000.00).
2. **Anticipated Tax Increment:** Approximately \$450,830.00 annually, comprised of: (a) \$273,000.00 annually on Lot 1 (excluding Unit 3); (b) \$124,000.00 annually on Lot 3; and (c) \$53,830.00 annually on Unit 3.
3. **Payments.** Semi-annually with interest only until real estate taxes are fully collected for the tax year of the applicable Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.
4. **Maturity Date.** The Maturity Date shall be December 31 of the year that is fifteen (15) years after the Effective Date established for each lot in the Project.

**EXHIBIT “2”**  
**Amendment to Exhibit “C” of Redevelopment Contract**

(See attached)

**EXHIBIT "C"**  
**Projected TIF Sources and Uses**

**1. PROJECTED TIF SOURCES**

**Summary:**

	<u>Lot One</u>	<u>Unit 3</u>	<u>Lot Three</u>
TIF Sources	\$2,728,000	\$479,000	\$1,242,000
Total:			\$4,449,000

**TIF Sources Calculations**

Lot One (excluding Unit 3) and Lot Three Assumptions:

Lot One Base Value:	\$18,300	Tax Levy (2016):	1.97406
Lot Three Base Value:	\$9,700	Interest Rate:	5.0%
Lot One Final Value:	\$13,850,000	TIF Period:	15 years
Lot Three Final Value:	\$6,000,000		

Unit 3 Assumptions:

Unit 3 Base Value:	\$0
Unit 3 Final Value:	\$2,699,574
Tax Levy (2019):	2.01416
Interest Rate:	5.0%
TIF Period:	13 years

	<b>Lot One</b>	<b>Lot Three</b>	<b>Unit 3</b>
Base Value	\$18,300	\$9,700	\$0**
Base Taxes	\$360	\$190	\$0
Completed Value	\$13,850,000	\$6,000,000	\$2,699,674
Annual Taxes	\$273,600	\$124,500	\$54,374
Annual Tax Increment	\$273,000	\$124,000	\$53,830
Total TIF Sources	\$2,728,000	\$1,242,000	\$699,790

\* Note: This chart presents the projections for each developed lot. The annual tax increment generated will vary based on construction schedule of each lot.

\*\* The Base Value for Unit 3 is included within the Base Value of Lot One.



## 2. **PROJECTED TIF USES**

	<b>Total</b>
a. Site Acquisition	\$400,000
b. Sanitary Sewer	\$252,000
c. Water	\$310,000
d. Paving/Storm Sewer	\$1,793,000
e. Sewer Extension to 37 <sup>th</sup> St.	\$250,000
f. Site Preparation	\$825,000
g. Street Lighting	\$50,000
h. Internal Streets/Drives	\$750,000
i. Sidewalks/Landscaping	\$272,000
j. City Legal Fees	\$10,000
j. Capitalized Interest	\$350,000
Total Uses	\$5,262,000

\* All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

\*\* Eligible TIF Uses are projected to be approximately \$5,262,000, but the TIF Revenue Projection is limited to \$4,449,000 which is the sum generated by the projected incremental taxes. In the Cost Certification required by Section 4.02, Redeveloper shall be obligated to only demonstrate eligible expenditures in the amount of \$4,449,000.

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