

Community Development Agency Meeting following the 7 p.m. City Council Meeting
Monday, December 7, 2020 7:30 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

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

84-1407. Act, how cited.

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

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

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

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

84-1409. Terms, defined.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective Date – September 1, 2019

Distributed by the League of Nebraska Municipalities



2. **Resolution No. R20-137 approving amendment to redevelopment agreement for redevelopment project undertaken by EKEA, LLC as set forth in the "Redevelopment Plan for the West Railroad Neighborhood Redevelopment Area" (EKEA, LLC Redevelopment Project).**



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: December 3, 2020
TO: Mayor and City Council and City Council sitting as Community Development Agency
FROM: Tara Vasicek, City Administrator 
RE: Amendment to redevelopment contract for the EKEA Redevelopment Project

RECOMMENDATION:

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

DISCUSSION:

The developer, City staff and legal counsel have ensured that the redevelopment contract reflects the approved redevelopment plan for the project. The purpose of this amendment is to provide for the purchase of right-of-way for the project. The redevelopment contract complies with all State Statutes for utilization of tax increment financing, the uses (eligible costs) are provided in the contract. The agreement lays out the requirements of the developer, details regarding the issuance of a TIF bond for the project and several contractual terms between the City of Columbus and the developer.



RESOLUTION NO. R20-137

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

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

WHEREAS, the Council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), previously approved via Resolution No. R20-56 a redevelopment contract between EKEA, LLC, a Nebraska limited liability company, as redeveloper, and the Agency (the "Redevelopment Contract"); and

WHEREAS, the Agency and EKEA, LLC, wish to make certain changes to the Redevelopment Contract; and

WHEREAS, the Agency has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of an amendment to the Redevelopment Contract (the "Redevelopment Contract Amendment") reflecting the changes desired by the Agency and EKEA, LLC.

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

INTRODUCED BY AGENCY MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT "A"
Redevelopment Contract Amendment

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

This Amendment to Redevelopment Contract (this "**Amendment**") is made and entered by and between EKEA, LLC, a Nebraska limited liability company ("**Redeveloper**"), and the Community Development Agency of the City of Columbus, Nebraska (the "**Agency**"), and is effective as of the ____ day of _____, 2020 (the "**Effective Date**").

RECITALS

WHEREAS, Redeveloper and the Agency entered into that certain Redevelopment Contract between Redeveloper and Agency dated June 1, 2020 ("**Redevelopment Contract**"); and

WHEREAS, any capitalized terms not otherwise defined herein shall have the meaning set forth in the Redevelopment Contract.

WHEREAS, Redeveloper and the Agency wish to amend the Redevelopment Contract, subject to and in accordance with the terms of this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Redeveloper and the Agency agree as follows:

1. Amendment to Section 1(d): Section 1(d) of the Redevelopment Contract shall be amended and replaced in its entirety as follows:
 - (d) Redeveloper or its assignee intend to complete the Redevelopment Project over three (3) phases, with completion of the final phase occurring on or before December 31, 2023, at an estimated cost of more than \$4,800,000; provided that as a result of current market conditions, availability of materials, workforce availability and other extraneous factors, Redeveloper may complete the Redevelopment Project over the course of additional years and phases so long as the Redevelopment Project is complete on or before December 31, 2025.

2. Amendment to Section 21: Section 21 of the Redevelopment Contract shall be amended and replaced in its entirety as follows:
 - (a) Redeveloper shall acquire fee simple title to both parcels of real property within the 11th Street right-of-way adjacent to the Redevelopment Project Area, as legally described on Exhibit "G", attached hereto and incorporated herein (collectively, the "**Right-of-Way Parcels**"). Redeveloper shall be solely responsible for the negotiation and acquisition of "Parcel 1" under Exhibit "G" ("**Parcel 1**"). Upon the acquisition of Parcel 1, Redeveloper shall dedicate Parcel 1 to the City. Subject to and as set forth in

subsection (b) below, the City will endeavor to acquire “Parcel 2” under Exhibit “G” (“**Parcel 2**”). Notwithstanding anything to the contrary in this Redevelopment Contract, Redeveloper’s fee title acquisition and dedication to the City (as applicable) of the Right-of-Way Parcels shall be a precondition to issuance of the Bond. Additionally, Redeveloper’s obligations under this Redevelopment Contract shall include its adherence to any deed restrictions, encumbrances, ownership conditions, or any other requirements incident to acquisition and/or ownership of the Right-of-Way Parcels, including any costs associated therewith, which shall include without limitation the construction of a six-foot (or greater) fence or barrier preventing access to or encroachment on the railroad right-of-way adjacent to the southerly boundary of Parcel 2, in conformance with all terms and requirements related thereto, within ninety (90) days after acquisition of Parcel 2.

(b) The City shall endeavor to acquire Parcel 2 for the benefit of the Redevelopment Project. Following the City’s acquisition of Parcel 2, Redeveloper shall reimburse the City in full for such acquisition costs (inclusive of all costs related to the City’s acquisition of Parcel 2 in excess of the purchase price) upon the earlier of (1) issuance of the Bond; or (2) one hundred twenty (120) days following the City’s acquisition of Parcel 2; provided that the acquisition costs for Parcel 2 and Redeveloper’s reimbursement therefore shall not exceed sixty-five thousand dollars (\$65,000) (the “**Reimbursement Cap**”). If, after commercially reasonable efforts, the City is unable to acquire Parcel 2 at or below the Reimbursement Cap, the Agency shall notify Redeveloper of the same and the Parties shall either: (1) mutually agree in writing to increase the Reimbursement Cap, and the City shall continue to pursue acquisition of Parcel 2 in accordance with the terms of this Section 21(b); or (2) if Redeveloper does not wish to increase the Reimbursement Cap and/or the Parties do not agree in writing to increase the Reimbursement Cap within thirty (30) days after the City’s notification with respect thereto, Redeveloper shall be solely responsible for the acquisition of Parcel 2 in the same manner as Parcel 1, as detailed in subsection (a) above. Notwithstanding anything to the contrary in this Section 21 or this Redevelopment Contract, the City’s failure to acquire Parcel 2 for any reason whatsoever shall not constitute an Event of Default by the Agency or City under this Redevelopment Contract.

3. Amendment to Exhibit “C”: The table of “USES (ELIGIBLE COSTS)” set forth in Exhibit “C” of the Redevelopment Contract shall be amended and replaced in its entirety as follows. All other portions of Exhibit “C” other than the foregoing shall not be amended or replaced, and shall remain in full force and effect.

USES (ELIGIBLE COSTS)

Land Acquisition:	\$241,500
Acquisition of Right-of-Way Parcel 2:	\$70,000
Acquisition of Right-of-Way Parcel 1:	\$TBD
Fencing	\$TBD
Sanitary Sewer:	\$38,850
Water:	\$49,875
Storm Sewer:	\$179,460

Paving:	\$267,454
Architect/Engineer:	\$40,000
City's Legal Fees:	\$15,000
Permits and Fees:	\$5,000
Contingencies (related to TIF-eligible costs):	\$35,000
TOTAL:	\$942,139 (plus additional costs to be determined)

4. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties shall execute and deliver any further and additional instruments, agreements, and other documents as may be necessary to evidence or carry out the provisions of this Amendment. This Amendment shall modify only those terms of the Redevelopment Contract expressly set forth and modified in this Amendment. No implied or other modification of the Redevelopment Contract is intended or effective. Except as specifically modified by this Amendment, the Redevelopment Contract shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Redevelopment Contract, the terms of this Amendment shall control. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(Signatures on following pages)

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

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

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

Notary Public

3. **Resolution No. R20-138 approving amendment to redevelopment agreement for redevelopment project undertaken by Granville Custom Homes, Inc. as set forth in the "Amendment to Redevelopment Plan for Armory Neighborhood Redevelopment Area" (Frontier Park Redevelopment Project), as amended.**



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: December 3, 2020
TO: Mayor and City Council and City Council sitting as Community Development Agency
FROM: Tara Vasicek, City Administrator *TAV*
RE: Amendment to redevelopment plan for the Frontier Park Redevelopment Project

RECOMMENDATION:

Approval of the amended redevelopment plan for the Frontier Park Redevelopment Project.

DISCUSSION:

The purpose of this amendment is to allow the developer to redevelop additional land which came available for purchase adjacent to the original project. The amendment will allow for the inclusion on one additional buildable lot and one single-family home as part of phase 1. Granville Custom Homes, Inc., City staff and legal counsel have ensured that the plan amendment will meet the proposed land uses in the redevelopment area as described in the Plan. The plan was designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development. Under the Plan adequate provision is made for traffic, vehicular parking, and the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations. The provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.



RESOLUTION NO. R20-138

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

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

WHEREAS, the Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), previously approved via Resolution No. R20-57 a redevelopment contract between Granville Custom Homes, Inc., a Nebraska corporation, as redeveloper, and the Agency (the "Redevelopment Contract"); and

WHEREAS, the Agency has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of an amendment to the Redevelopment Contract (the "Redevelopment Contract Amendment"), to make certain changes to the Redevelopment Contract desirable to the Agency and the redeveloper.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT "A"
REDEVELOPMENT CONTRACT AMENDMENT

AMENDMENT TO REDEVELOPMENT CONTRACT
(THE FRONTIER PARK REDEVELOPMENT PROJECT)

This Amendment to Redevelopment Contract (this "**Amendment**") is made and entered by and between Granville Custom Homes, Inc., a Nebraska corporation ("**Redeveloper**"), and the Community Development Agency of the City of Columbus, Nebraska (the "**Agency**"), and is effective as of the ____ day of _____, 2020 (the "**Effective Date**").

RECITALS

WHEREAS, Redeveloper and the Agency entered into that certain Redevelopment Contract between Redeveloper and Agency dated June 1, 2020 ("**Redevelopment Contract**"); and

WHEREAS, any capitalized terms not otherwise defined herein shall have the meaning set forth in the Redevelopment Contract.

WHEREAS, Redeveloper and the Agency wish to amend the Redevelopment Contract, subject to and in accordance with the terms of this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Redeveloper and the Agency agree as follows:

1. **General Amendments:** The following provisions shall generally amend the Redevelopment Contract (inclusive of exhibits) with respect to such coinciding terms therein, as applicable:
 - (1) The Redevelopment Project shall consist of the construction of approximately 64 single-family homes over the course of four phases (and sub-phases thereof).
 - (2) The total estimated costs of the Redevelopment Project are \$17,304,310.
 - (3) Phase One shall consist of the construction of approximately 25 single-family homes.
 - (4) The principal amount of the Bond for Phase One shall be an amount not to exceed \$1,044,822
 - (5) The aggregate principal amount for all Bonds shall not exceed the total Eligible Costs incurred and certified by Redeveloper, and the aggregate future value of the Bonds shall not exceed \$4,650,212.

2. **Amendment to Redevelopment Project Area.** All legal descriptions and depictions of the Redevelopment Project Area in the Redevelopment Contract, and exhibits thereto, shall be amended and replaced in their entirety by the legal description and depiction of the Redevelopment Project Area, as applicable, set forth in Exhibit "1" of this Amendment, attached hereto and incorporated herein.

3. Amendment to Section 3(b): Section 3(b) of the Redevelopment Contract shall be amended and replaced in its entirety as follows:

- (b) Redeveloper intends to create a taxable real property valuation of the Redevelopment Project Area of the lesser of: \$275,000 per residential lot, the initial sale price at the time such residential lot is sold to a third-party purchaser, or \$17,600,000 for the entire Redevelopment Project Area upon completion of the final Subphase (the "**Minimum Valuation**"). During the period that any Bond is outstanding, Redeveloper, its successors and assigns, excluding subsequent third-party purchasers of the single-family homes, will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes at or below the Minimum Valuation.

4. Amendment to Exhibit "B": Exhibit "B" of the Redevelopment Contract shall be amended and replaced in its entirety by Exhibit "2" of this Amendment, attached hereto and incorporated herein.

5. Amendment to Exhibit "C": Exhibit "C" of the Redevelopment Contract shall be amended and replaced in its entirety by Exhibit "3" of this Amendment, attached hereto and incorporated herein.

6. Amendment to Section 3 of Exhibit "E": Section 3 of Exhibit "E" of the Redevelopment Contract shall be amended and replaced in its entirety as follows:

3. **Redevelopment Project Valuation.** The Redevelopment Contract establishes that Redeveloper, its successors and assigns, will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes, of less than \$275,000 per residential lot, the initial sale price at the time such residential lot is sold to a third-party purchaser, or \$17,600,000 for the entire Redevelopment Project Area following completion of the final Subphase.

7. Reimbursement of Legal Fees. In addition to any reimbursements or amounts owed by Redeveloper under the Redevelopment Contract, upon full execution of this Amendment, Redeveloper shall reimburse the Agency for special counsel fees in the amount of \$3,000, payable to the Agency or Agency's special counsel, for fees incurred in relation to this Amendment.

8. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties shall execute and deliver any further and additional instruments, agreements, and other documents as may be necessary to evidence or carry out the provisions of this Amendment. This Amendment shall modify only those terms of the Redevelopment Contract expressly set forth and modified in this Amendment.

No implied or other modification of the Redevelopment Contract is intended or effective. Except as specifically modified by this Amendment, the Redevelopment Contract shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Redevelopment Contract, the terms of this Amendment shall control. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(Signatures on following pages)

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

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

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

Notary Public

Exhibit "1"

Legal Description:

Parcel 1

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

Parcel 2

A tract of land located in the N 1/2 of the NW 1/4 of the SW 1/4, Section 15, T17N, R1E of the 6th P.M., City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of the N 1/2 of the NW 1/4 of the SW 1/4, Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the west line of said N 1/2 of the NW 1/4 of the SW 1/4 to have a bearing of N 00°08'15" W; thence N 00°08'15" W, a distance of 120.07 feet, to the point of beginning; thence continuing N 00°08'15" W, on the west line of said N 1/2 of the NW 1/4 of the SW 1/4, a distance of 33.85 feet; thence N 88°19'54" E, a distance of 210.05 feet, to a point on the west line of Lot 2, Block A, Frontier Park Addition; thence S 00°08'08" E, on the west line of said Lot 2, a distance of 43.10 feet, to the northeast corner of Lot 1, Block A, Frontier Park Addition; thence N 89°08'42" W, on the north line of said Lot 1, a distance of 159.98 feet, to the northwest corner of said Lot 1; thence N 89°08'42" W, a distance of 50.00 feet, to the point of beginning; containing 0.19 acres, more or less.

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

Depiction:

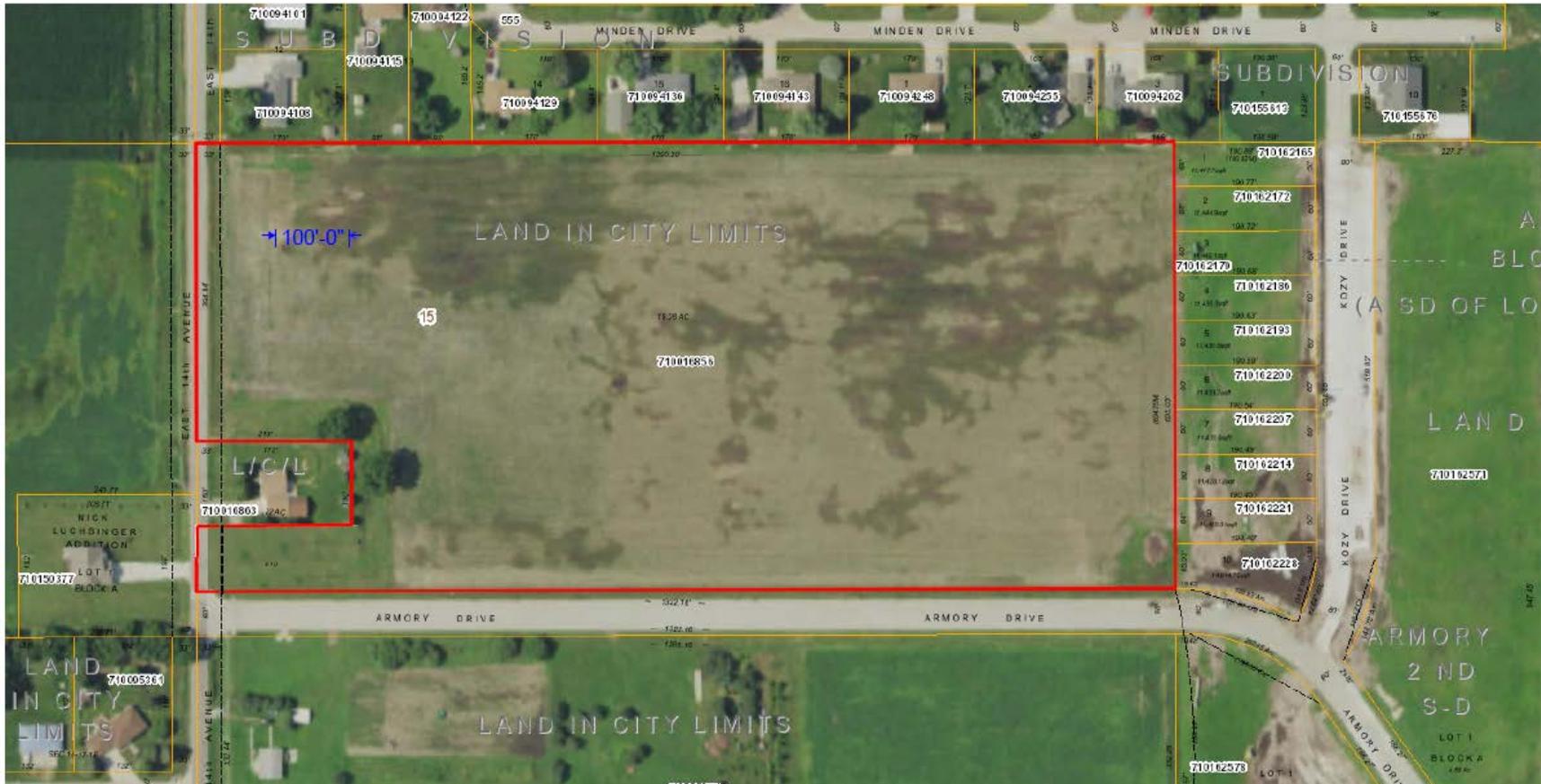


Exhibit "1"

Exhibit “2”

Amendment to Exhibit “B”

(See Attached)

Exhibit "2"

Redevelopment Project Conceptual Site Plan

Site Plan
Frontier Park

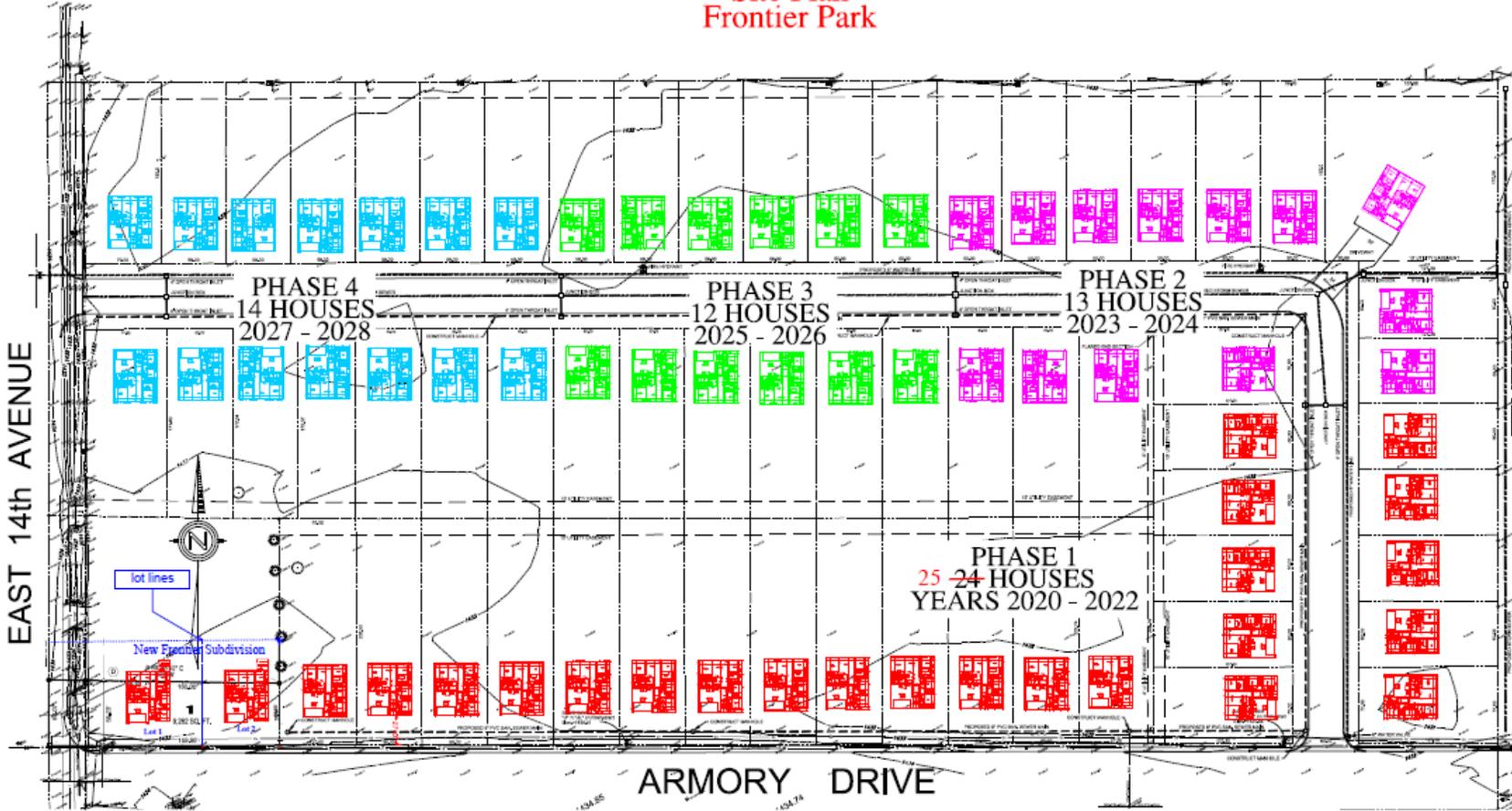


Exhibit "2"

Exhibit “3”

Amendment to Exhibit “C”

(See Attached)

Redevelopment Project Description and Projected TIF Sources and Uses

Phase One of the Redevelopment Project will consist of the construction of approximately 25 single-family homes.

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

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

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

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

Projected Sources and Assumptions:

Base Value:	\$4,055 (per lot) un-platted; \$30,000 (per lot) platted; one lot at \$5,547
Number of units:	64
Final Value:	\$275,000 (per lot)
Tax Levy (2019):	1.893994
Bond Amounts:	Phase One: \$1,044,822; Phase Two: \$551,317; Phase Three: \$514,424; Phase Four: \$568,546
Interest Rate:	8.00%

Notes Related to Assumptions:

- 1. The assessed value of the Redevelopment Project Area January 1, 2019 was \$260,997 (one lot with an assessed value of \$255,450, and one lot with assessed value of \$5,547).*
- 2. The Redevelopment Project Area will be re-platted into approximately 64 lots. The Redevelopment Project Area will be re-platted on a phase-by-phase basis. It is anticipated that the base value for each lot prior to re-platting will be approximately \$4,055, and the base value for each lot subsequent to re-platting will be approximately \$30,000. Accordingly, the base value for each lot during the first sub-phase of each phase is anticipated to be \$4,055, and \$30,000 per lot for subsequent sub-phases; provided that Redeveloper intends to re-plat the Phase One area in two parts, so it is anticipated that each lot associated with the second sub-phase of Phase Two will have a base value of \$4,055. Notwithstanding the foregoing, one of the lots included as part of Phase One is a stand-alone tax parcel with a current assessed value and estimated base value of \$5,547.*

3. *As represented by the base value in the amortization table below, Redeveloper anticipates the following base values:*

Phase One

Sub-Phase 1: 13 lots \$4,055 base value each; 1 lot at \$5,547

Sub-Phase 2: 7 lots \$4,055 base value each

Sub-Phase 3: 4 lots \$30,000 base value each

Phase Two

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 3 lots \$30,000 base value each

Phase Three

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 2 lots \$30,000 base value each

Phase Four

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 4 lots \$30,000 base value each

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

Amortization:

Phase	1	2	3	4
Number of Sub-Phases	3	2	2	2
Effective Date(s)	SP1: 2021 SP2: 2022 SP3: 2023	SP1: 2024 SP2: 2025	SP1: 2026 SP2: 2027	SP1: 2028 SP2: 2029
# of Units (Single Family)	25	13	12	14
TIF Period	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)
Base Value (all sub-phases)	\$206,647	\$130,550	\$100,550	\$160,550
Completed Value (all sub-phases)	\$6,875,000	\$3,575,000	\$3,300,000	\$3,850,000
Total Taxes per year (all sub-phases)	\$130,212	\$67,710	\$62,501	\$72,918
Tax Increment per year (all sub-phases)	\$126,268	\$65,238	\$60,598	\$69,878
Less 1% fee	\$125,005	\$64,568	\$59,992	\$69,180
Total Increment over TIF Period (all sub-phases)	\$1,875,075	\$968,790	\$899,880	\$1,037,700
Phase Years	SP1: 1 to 15 SP2: 2 to 16 SP3: 3 to 17	SP1: 4 to 18 SP2: 5 to 19	SP1: 6 to 20 SP2: 7 to 21	SP1: 8 to 22 SP2: 9 to 23
TIF Indebtedness	\$1,044,822	\$551,317	\$514,424	\$568,546
Future Value of TIF Indebtedness at 8%	\$1,813,022	\$968,790	\$899,880	\$968,520

* The above figures are projections and subject to change.

Projected TIF Uses:

Phase One Uses:

Eligible Expenses_Frontier Park Phase 1	
Land acquisition	\$239,500
Sewer	\$85,022
Water	\$48,080
Dewatering	\$20,000
Grading / Fill	\$162,500
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$31,500
Electrical Infrastructure	\$50,000
Sidewalks	\$13,068
Paving Assessment East 14th Ave	\$17,422
contingencies	\$90,303
Engineering / surveying / platting	\$37,000
Legal fees	\$5,000
City Legal Fees	\$18,000
TOTAL:	\$1,048,235

Phase Two Uses:

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

Phase Three Uses:

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

Phase Four Uses:

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

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

4. **Adjournment.**