



# City of Grand Island

Tuesday, November 14, 2017

Council Session

## Item E-8

**Public Hearing on Amendment to the Redevelopment Plan for  
CRA Area No. 25 located at the Formerly Used Defense Site in Hall  
County (Husker Harvest Days)**

*Council action will take place under Resolutions item I-1.*

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Chad Nabity, AICP  
**Meeting:** November 14, 2017  
**Subject:** Amendment to Redevelopment Plan for CRA Area #25  
**Presenter(s):** Chad Nabity, AICP CRA Director

## Background

In 2017, the Grand Island City Council declared property referred to as CRA Area #25 as blighted and substandard and approved a generalized redevelopment plan for the property. The enclosed redevelopment plan proposes to authorize the use of public funds for private improvements on property within this redevelopment area. On June 13, 2017, the Grand Island City Council approved Resolution #2017-174 authorizing and directing city staff to work with Farm Progress to determine a way for the City to participate in funding improvements at the show site.

Farm Progress owns property in this area and is proposing redevelop the site with improved water, roads, electrical systems, drainage and perimeter fencing. The total cost of the improvements is estimated to exceed \$7,000,000. The show site has been at this location at the southwest corner of the Cornhusker Army Ammunition Plant, a formerly used defense site outside of Grand Island, Nebraska but within Hall County, Nebraska, for 40 years.

The CRA reviewed the proposed development plan on September 20, 2017 and forwarded it to the Hall County Regional Planning Commission for recommendation at its meeting on October 11, 2017. The CRA also sent notification to the City Clerk of its intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 11, 2017. The Planning Commission approved Resolution 2018-01 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved and forwarded the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration at its meeting on October 18, 2017.

## **Discussion**

Tonight, Council will hold a public hearing to take testimony on the proposed redevelopment plan and to enter into the record a copy of the redevelopment plan that would authorize a redevelopment contract under consideration by the CRA and the City. Since this project is outside of the city limits on property that was part of a formerly used defense site, the opinion of the CRA legal counsel is that the City needs to be a party to the contract.

Council is being asked to approve a resolution approving the redevelopment plan for the Husker Harvest Days site along with the contract and interlocal agreement with the CRA to fund the project using public funds. The resolution authorizes the CRA to execute a redevelopment contract based on the redevelopment plan. The redevelopment plan specifies that public funds in an amount not to exceed \$2,000,000 or 2/7 of the cost of the project will be used for redevelopment expenses associated with the project. As part of the contract, the City will provide the CRA with up to \$200,000 per year for 10 years that the CRA will use to pay Farm Progress, reimbursing them for part of the cost of the improvements. Farm Progress will agree to host a show comparable, or better than, those held at the site for the past 40 years for a period of no less than 20 years. The CRA will issue a forgivable loan to Farm Progress for an amount not to exceed \$2,000,000. The CRA will forgive \$100,000 of the loan principal each year that a show is held until such time as the loan is forgiven. Farm Progress will grant a lien to the CRA on the Farm Progress property, to be held in first position to secure the \$2,000,000 loan.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve the resolution.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan, and authorization to sign the contract and interlocal agreement.

## **Sample Motion**

Move to approve the resolution as submitted.

## **Husker Harvest Days Redevelopment Project July 2017**

**Farm Progress Companies, Inc. (“Farm Progress”) and the City of Grand Island, Nebraska (the “City”) intend to complete a transaction relating to the *Husker Harvest Days* show (the “Show”).**

### **Executive Summary:**

Husker Harvest Days, the World’s Largest Totally Irrigated Working Farm Show, is celebrating its 40<sup>th</sup> year in Grand Island, Nebraska. The Show features over 600 exhibitors demonstrating the latest technology, equipment, and supplies for today’s agricultural producers. The Show draws visitors from over 30 states and several countries.

The long-time partnership between Farm Progress and the City has been enormously beneficial to Central Nebraska in many ways. Aside from the national and global acclaim of the event, the Show injects millions of dollars into the local economy via support of local retail and personal property tax base. During the span of 12 days, hotels, restaurants, and retail outlets throughout the region are busy. Temporary laborers are hired, and vendors purchase internet, landscaping, rental equipment, fuel and other services.

Farm Progress, in cooperation with the Agricultural Institute of Nebraska, also makes substantial contributions to local philanthropies. This support includes college scholarships for students pursuing agricultural careers, contributions to the Hall County Agricultural Society, the Heartland Events Center, the Nebraska State Fair, livestock auctions at county fairs, and local law enforcement and emergency response groups. Nonprofit groups such as Central Catholic High School and the Wood River Booster Club host concession fundraisers at the Show. In 2015, Heartland United Way’s food drive at the Show garnered more than 8,700 pounds of food.

Through this Redevelopment Project, the City and Farm Progress seek to deepen their local partnership by investing in critical capital improvements to the Show. These improvements will help preserve a valuable and constructive agricultural asset and ensure its continued prosperity for many years to come.

### **Project Description**

This Redevelopment Project is intended to advance the long-standing partnership between Farm Progress and the City by installing and updating critical infrastructure on the property where the Show is held, (“Show Land”) as more specifically defined below. These updates and improvements will enhance the overall experience for guests of the Show and is part of a strategic plan to evolve the Show to attract national and international guests and vendors.

The City has approved a study regarding whether the Show Land is located within a blighted or substandard area (the "Blight Study"). This Redevelopment Project contemplates the Show Land is located within a blighted or substandard area, thereby enabling the City to undertake a redevelopment project pursuant to Neb. Rev. Stat. §18-2123.01. In addition, Farm Progress has formed a Sanitary Improvement District for the Show Land, in furtherance of this Redevelopment Project.

Funding sources for the improvements identified in this Redevelopment Project will come from the three following sources.

1. The City shall contribute \$2,000,000 for use by Farm Progress toward capital improvements on the Show Land consistent with the Redevelopment Project (the "City Contribution"). These funds will be generated by the City's food and beverage tax and held by the Community Redevelopment Authority of the City of Grand Island ("CRA") pending completion of the capital improvements. The City is providing these funds to the CRA pursuant to Neb. Rev. Stat. §18-2138.
2. Farm Progress through the Agricultural Institute of Nebraska ("AIN"), has secured \$225,000 from the Grand Island Convention Visitor's Bureau ("CVB") for use toward certain capital improvements on the Show Land consistent with the Redevelopment Project (the "CVB/Chamber Contribution"). Farm Progress and AIN will work with the CVB and other community partners to secure additional funds.
3. Farm Progress shall contribute at least \$2,000,000 for use toward certain capital improvements on the Show Land as determined by Farm Progress in its sole discretion (the "Farm Progress Contribution").

Farm Progress will retain ownership of the Show Land and has created a Sanitary and Improvement District to make the Show Land eligible for the Redevelopment Project. The Redevelopment Project will primarily include projects associated with electrical distribution, drainage and paving. This will consist of establishing an underground primary system, removing power poles, replacing power pedestals, establishing power feeds between transformers and pedestals, establishing surface and subsurface drainage, paving, fencing, and any exterior improvements as more specifically detailed in Exhibit A, which are anticipated to cost at least \$7 million in the aggregate to implement. Third-party vendors whose services shall be required to make capital improvements to the Show Land shall be selected and managed by Farm Progress.

Upon approval of this Redevelopment Project, Farm Progress shall begin making capital improvements to the Show Land consistent with this Redevelopment Project. The CRA will use the City Contribution to reimburse Farm Progress for up to \$2,000,000 of such capital improvements and related expenses incurred by Farm Progress (including with respect to architects, engineers, general contractors, consultants and accounting, legal and other professional advisors). Farm Progress will submit documentation evidencing such capital improvements and/or related expenses for which Farm Progress desires reimbursement to the CRA. The CRA shall then

reimburse Farm Progress for such capital improvements and/or related expenses as and when incurred by Farm Progress up to the amount of the City Contribution. Farm Progress will have no obligation to make any capital improvements or incur any related expenses beyond the first \$7,000,000 except as otherwise determined by Farm Progress in its sole discretion.

In exchange for the City Contribution, Farm Progress agrees to host the Show for at least twenty years. If Farm Progress fails to host the Show, Farm Progress agrees to pay the City a penalty equal to \$100,000 per year for each year prior to 2037 that Farm Progress does not host the Show for any reason other than due to inclement weather or any force majeure cause.

**REDEVELOPMENT PROJECT SHALL BE LIMITED TO THE FOLLOWING GEOGRAPHIC AREA:**

**Property Description (the “Redevelopment Project Area”)**

A tract of land comprising the west half of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) West of the 6<sup>th</sup> P.M. and all of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Twenty Six (26), Township Eleven (11) North, Range Eleven (11) West of the 6<sup>th</sup> P.M., all being in Hall County, Nebraska and depicted in the following aerial map:



### Aerial Map



The Aerial Map was taken from the Hall County GIS Mapping Application provided by the Hall County Assessor's online database. All outlining and labeling was added by the analyst for illustration purposes only and is not considered to be at scale. The subject property is outlined in red.

# Existing Land Use Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

## CAAP - SECTION E1

CITY OF GRAND ISLAND  
HALL COUNTY, NEBRASKA

<ul style="list-style-type: none"> <li><span style="border: 1px solid orange; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Previously Studied Areas</li> <li><span style="border: 2px solid blue; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> CAAP Eight Study Limits</li> <li><span style="border: 1px dashed cyan; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> CAAP Index Mapping Sections</li> <li><span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Hall County Parcels</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: green;">●</span> Less Than 40 Years Old - 44 Structures</li> <li><span style="color: red;">●</span> 40+ Years Old - 158 Structures</li> <li><span style="color: blue;">●</span> Good - 46 Structures</li> <li><span style="color: yellow;">●</span> Deteriorated/Dilapidated - 156 Structures</li> </ul>	<table border="0"> <tr> <th style="text-align: left;">Existing Land Use</th> <th style="text-align: left;">Road Conditions</th> <th style="text-align: left;">Drainage Features</th> </tr> <tr> <td><span style="background-color: #c8e6c9; 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## THE REDEVELOPMENT PROJECT COMPLIES WITH THE ACT:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

**1. The City Can Undertake this Redevelopment Project on real property located outside the corporate limits of the City for the following reasons: [Neb. Rev. Stat. §18-2123.01]:**

- (a) The real property located outside the corporate limits of the city is a formerly used defense site;

The Show Land is located outside the corporate limits of the City and is a formerly used defense site;

- (b) The formerly used defense site is located within the same county as the city approving such redevelopment project;

The Show Land and the City are both located in Hall County;

- (c) The formerly used defense site is located within a sanitary and improvement district;

Farm Progress has created SID Number 3, which was approved by the District Court on July 19, 2017;

- (d) The governing body of the city approving such redevelopment project passes an ordinance stating such city's intent to annex the formerly used defense site in the future; and

Ordinance #9645 stating the intent of the City to annex the Cornhusker Army Ammunition Plant property in whole or part as it becomes eligible for annexation was adopted by the Grand Island City Council on August 22, 2017;

- (e) The redevelopment project has been consented to by any city exercising extraterritorial jurisdiction over the formerly used defense site.

No city is exercising extraterritorial jurisdiction over the Show Land.

**2. Redevelopment Project Area 25 was declared to be declared blighted and substandard by action of the Grand Island City Council.[§18-2109] with the passage of Resolution #2017-206 on July 25, 2017. Such declaration was made after a public hearing in full compliance with the public notice requirements of §18-2115 of the Act.**

The City has approved the Blight Study to include the Show Land, thereby enabling the City to undertake a redevelopment project pursuant to Neb. Rev. Stat. §18-2123.01.

**3. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]**

Grand Island adopted a Comprehensive Plan on July 13, 2004. Hall County adopted a Comprehensive Plan on April 20, 2004. This Redevelopment Project is consistent with the Comprehensive Plans of both Grand Island and Hall County, in that no changes in the Comprehensive Plan elements are intended and will only impact property located outside of the City's corporate limits. The plan is also consistent with the Cornhusker Army Ammunition Reuse Plan as prepared for the Army Corps of Engineers by RKG Associates, Inc and Black & Veatch in 1997.

**4. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]**

(a) Land Acquisition:

The Redevelopment Plan does not provide for real property acquisition.

(b) Demolition and Removal of Structures:

The projects to be implemented with this Redevelopment Plan do not provide directly for the demolition of structures. Some internal or other incidental demolition may be necessary for redevelopment but the primary purpose of this plan is to install and update improvements to the Show Land.

(c) Future Land Use Plan:

The Show Land is intended to be used for the Show. The Show Land is located outside of the corporate limits of the City and is intended to have no impact on the 2004 Grand Island Comprehensive Plan. The Hall County Comprehensive Plan has this property designated for special events and agriculture per the CAAP Reuse Plan. The Show is consistent with both plans. [§18-2103(b) and §18-2111].

(d) Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes:

As the Show Land is located outside of the City's corporate limits, no zoning changes are anticipated with this project. The Show Land is with the Hall County Zoning jurisdiction and zoned AG-SE Special Agriculture/Events zone. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

(e) Site Coverage and Intensity of Use:

The Show Land is zoned AG-SE Special Agriculture/Events zone and can accommodate the improvements contemplated as part of this Redevelopment Project. [§18-2103(b) and §18-2111]

(f) Additional Public Facilities or Utilities:

Electrical, sewer, and water are available to support the Show Land. Sewer and water are provided privately. Potable water at the site is provided through dedicated service wells on site which are tested annually before the event and have been, in all prior years, found to be safe. The Redevelopment Project will include projects associated with electrical distribution, drainage and paving. No City utilities will be impacted by the Redevelopment Project. [§18-2103(b) and §18-2111]

**5. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. [§18-2103.02].**

This Redevelopment Plan will not require the displacement of individuals or families.

**6. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]**

The Show Land is wholly owned by Farm Progress. No members of the CRA of the City hold an interest in property within the Redevelopment Project Area.

**7. Section 18-2114 of the Act requires that the Authority consider:**

- (a) Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

Outside of the City Contribution and the CVB/Chamber Contribution, Farm Progress will provide and secure all necessary financing.

- (b) Statement of proposed method of financing the Redevelopment Project.

Outside of the City Contribution and the CVB/Chamber Contribution, Farm Progress will provide all necessary financing for the project. Farm Progress will submit documentation evidencing expenditures for

improvements outlined in Exhibit A for which Farm Progress desires reimbursement to the CRA. The CRA shall then reimburse Farm Progress for such expenditures as and when incurred by Farm Progress up to the amount of the City Contribution.

- (c) Statement of feasible method of relocating displaced families. No families will be displaced as a result of this Redevelopment Plan.

**8. Section 18-2113 of the Act requires:**

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with 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, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The CRA has considered these elements in proposing this Redevelopment Plan. This Redevelopment Plan will have no impact negative on the Comprehensive Plans for either the City of Grand Island or Hall County. The improvements contemplated under this Redevelopment Plan will raise property values and provide a stimulus to keep surrounding properties properly maintained and support additional commercial development. This will have the intended result of preventing recurring elements of blighting conditions.

**9. Time Frame for Development**

This Redevelopment Plan is to be following the 2017 Show and will continue until all improvements are accomplished, which is currently anticipated to be in 2018, and in any event before the end of 2019. The effectiveness of this Redevelopment Project will be evaluated in November of each year beginning in November of 2017. It is anticipated that this Redevelopment Plan and the money appropriated to support the Redevelopment Plan will result in increased property values and economic stimulus to the City beginning in 2017 and continuing thereafter for decades to come.

**10. Justification of Project**

One of the keys to this Redevelopment Plan is to enhance the Show and the benefits of the retail and personal services associated with the Show. We expect the

Redevelopment Project's improvements to support the entire community, but particularly the retail, dining, hospitality, and entertainment industries. This Redevelopment Project does not propose to tear down any buildings with historic value.

## **11. Cost Benefit Analysis**

This Redevelopment Plan does not permit the use of TIF. Any project using TIF will need to be approved with a separate plan amendment that will include a cost benefit analysis.

- (a) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this Redevelopment Project. The electric utility has sufficient capacity to support this Redevelopment Project. It is not anticipated that this Redevelopment Project will impact schools. Fire and police protection are available and should not be impacted by this Redevelopment Project.

- (b) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

The Show injects millions of dollars into the local economy via support of local retail and personal property tax base. During the span of 12 days, hotels, restaurants, and retail outlets throughout the region are busy. Temporary laborers are hired, and vendors purchase internet, landscaping, rental equipment, fuel and other services. Farm Progress also supports local philanthropies, and contributes to local law enforcement and emergency response groups.

- (c) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

- (d) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This Redevelopment Project will serve as an economic boost for numerous industries in the Grand Island area. This Redevelopment Project will increase Grand Island's ability to compete for talented individuals.

## **Time Frame for Development**

It is anticipated that all improvements associated with this Redevelopment Project will commence on or shortly after approval of the Redevelopment Project by the City and the CRA and be completed by the end of 2018, and in any event before the end of 2019.

<b>Husker Harvest Days</b>		
Item Description	Quantity	Units
<b>PAVING &amp; EXCAVATION</b>		
Excavation	75,000	CY
7" TH. Concrete Pavement	71,180	SY
7" TH. Crushed Concrete	6,750	TONS
<b>WATER SERVICE</b>		
1" HDPE Water Pipe	935	LF
2" HDPE Water Pipe	775	LF
4" PVC Water Pipe	3,365	LF
6" PVC Water Pipe	2,765	LF
5 1/4" Pumper Hydrant, M.J.	3	EA
Muller 3/4" Yard Hydrant	18	EA
6" Gate Valve, M.J.	6	EA
<b>STORM SEWER</b>		
12" HDPE Storm Sewer	4,550	LF
15" HDPE Storm Sewer	5,650	LF
18" HDPE Storm Sewer	6,120	LF
18" RCP Storm Sewer	1,000	LF
21" RCP Storm Sewer	215	LF
24" RCP Storm Sewer	560	LF
48" RCP Storm Sewer	380	LF
18" RCP Flared End Section	8	EA
21" RCP Flared End Section	2	EA
24" RCP Flared End Section	4	EA
48" RCP Flared End Section	6	EA
21" X 45 deg. Bend	1	EA
24" X 60 deg. Bend	1	EA
2' X 2' Inlets	77	EA
Trench Backfill	2,500	CY
<b>SECURITY FENCING</b>		
Fence (6' Chain Link, Posts @ 10' CL)	7,215	LF
2 X 16' Swinging Gates w/ Locking Mech.	1	EA
2 X 17' Swinging Gates w/ Locking Mech.	3	EA

2 X 18' Swinging Gates w/ Locking Mech.	1	EA
2 X 30' Swinging Gates W/ Wheel & Locking Mech.	1	EA
1 X 10' Swinging Gates w/ Locking Mech.	2	EA
2 X 16' Sliding Gates w/ Locking Mech.	1	EA
2 X 17' Sliding Gates w/ Locking Mech.	1	EA
Stop Bar	9	EA

**ELECTRICAL**

15KV Medium Voltage Switch	1	EA
15KV Medium Voltage Distribution Cable	7,180	LF
4" Conduit for 15KV Cable	7,180	LF
600V USE Direct Bury Cable	25,944	LF
Transformer Vaults	32	EA
600V Transformers	32	EA
600V Disconnects	30	EA
600V Distribution Panels	17	EA
600V Power Pedestals	116	EA

25 currently purchased, 7 needs to be purchased, 32 installed

25 currently purchased, 7 needs to be purchased, 32 installed

5 extra for future needs



A Bureau of Business Research Report  
From the University of Nebraska—Lincoln

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## **Draft Final Report**

# **The Economic Impact of Husker Harvest Days on Hall County, Nebraska 2013 Estimates**

Prepared for the Penton Farm Progress Group

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May 31, 2014  
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**Nebraska**  
Lincoln



## **The Economic Impact of Husker Harvest Days on Hall County, Nebraska 2013 Estimates**

### **Executive Summary**

Husker Harvest Days is an annual agricultural exposition held in Grand Island, Nebraska. In 2013, the three-day event included 615 exhibitors with an estimated 2,600 employees, 500 event operations staff, and drew 80,000 visitor-days.

In this study, conducted by the University of Nebraska-Lincoln's Bureau of Business Research and sponsored by Penton Farm Progress Group, we estimate the economic impact of the 2013 Husker Harvest Days event on the Hall County economy. The economic impact estimated is based on the Hall County spending of visitors to and exhibitors at Husker Harvest Days as well as the spending of event organizers. Economic impact estimates also include the multiplier impact on the local economy as visitors and exhibitor spending circulates further within the Hall County Economy.

Results indicate that Husker Harvest Days generated a \$7.7 million economic impact on the Hall County economy during 2013. The overall impact included a \$2.6 million labor income impact.

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# **The Economic Impact of Husker Harvest Days on Hall County, Nebraska 2013 Estimates**

## **I. Introduction**

Events and festivals have an important role in a community's tourism industry and in maintaining hospitality businesses. These events offer businesses and their workers an opportunity for increased profits and wages. Further, such increased earnings and profits during festivals and other peak periods may be a key to maintaining the overall profitability of hospitality businesses and careers, sustaining local opportunities on a year-round basis.

This study examines the importance of festivals to the Grand Island area economy using the example of the Husker Harvest Days. Since its inception in 1978, Husker Harvest Days has grown to become one of the nation's premier working farm shows. Located on 1,000 acres west of Grand Island, Nebraska, Husker Harvest Days attracts visitors from more than 20 states for the opportunity to see the very latest in farm technology presented by hundreds of commercial and organizational exhibitors. In 2013, Husker Harvest Days attracted an estimated 80,000 visitor-days and 615 exhibitors, making a substantial contribution to the Grand Island and Hall County economy. This study estimates the size of this impact for the Husker Harvest Days event held in 2013. Results for this year are representative of the current annual economic impact of Husker Harvest Days.

The study focuses on estimating the economic impact of exhibitor and visitor spending surrounding the event. The next section, Section II, discusses the methodology used in the study. Section III examines the economic impact from exhibitor spending, as well as ancillary economic benefits for businesses which participate in Husker Harvest Days. Section IV examines the economic impact from visitor spending as well as the impact of event operations. Section V is the conclusion.

## **II. Research Methodology and Assumptions**

This study examines the economic impact of Husker Harvest Days on Hall County Nebraska. We examine two main sources of economic impact. The first is the economic impact of the exhibitors that participate in the event and the impact from event operations. The second is the impact of the visitors that attend Husker Harvest Days.

To support the study, we conducted a survey of exhibitors in order to obtain spending information and other relevant background information. Survey results were used to predict spending by exhibitors during the 2013 Husker Harvest Days. For visitors, Penton Farm Progress Group provided an approximate estimate of the total number of visitors to the event. Visitor expenditure estimates were then updated from the previous UNL Bureau of Business Research study of the 2007 Husker Harvest Days event. Information on event operations costs for 2013 were provided by the Penton Farm Progress Group.

### **A. Survey of Exhibitors**

Exhibitors at Husker Harvest Days have a significant economic impact on Hall County as they spend money in the area in preparation for the event. Exhibitors spend money in Hall County at lodging, restaurants and other businesses in the days and weeks leading up to Husker Harvest Days, and afterwards, preparing the exhibit and meeting with clients. Some exhibitors also spend money throughout the year upgrading their exhibits.

A survey of 2013 exhibitors is used to estimate such spending. Exhibitor spending data was gathered through an email survey sent to all 615 exhibitors who participated in Husker Harvest Days in 2013. Contact information for the exhibitors was provided by the Penton Farm Progress Group. The survey was brief, including just 11 questions, and asked detailed information about how far exhibitors traveled to participate in Husker Harvest Days, the number of personnel who participated in the event, and spending on exhibits and on personnel who spent time in Hall County. A total of 160 responses were received from the email survey for a 26% response rate. .

### **B. Visitor Activity**

The economic impact by visitors to Husker Harvest Day results from their daily spending at Hall County restaurants, hotels, gasoline stations, retail stores and other businesses within the hospitality industry. The magnitude of this spending depends on the number of visits to the event and the average daily spending of each visitor. Event organizers were able to provide an approximate estimate of total attendance at the event. After adjusting that figure for exhibitor employees and event operation staff, UNL-BBR estimates that there were 80,000 visitor-days to Husker Harvest Days over the three day event. This visitor day estimate includes persons who visited for a single-day as well as visitors who came to the event on two or three days.

This estimate of visitor-days is combined with estimates of daily visitor spending in order to estimate aggregate visitor spending in Hall County businesses due to the event. While the UNL-BBR research team was not able to survey visitors to Husker Harvest Days, given that the study was planned after the 2013 Husker Harvest Days had already taken place, the research team was able to develop an estimate. Specifically, estimates of 2013 visitor spending were updated based on the estimates from an earlier UNL-BBR's study of the 2007 Husker Harvest Days event. Estimates of daily visitors spending per person from the 2007 study were updated to 2013 estimates based on nominal per capita income growth between 2007 and 2013. This method accounts for both inflation and the increase in real income.

### **C. Economic Impact**

Spending by exhibitors and visitors to Husker Harvest Days generate a direct economic impact on the Hall County economy. There is also a direct economic impact due to the annual spending by Penton Farm Progress Group on operations for the Husker Harvest Days event.

Such direct economic impacts form the largest, and most intuitive, economic impact on Hall County. However, the direct economic impact is only the first component of the total

economic impact. In addition to the direct impact, there is also a multiplier effect. There are two components of the multiplier effect:

**Indirect effect:** the indirect effect occurs as businesses that are patronized by Husker Harvest Days exhibitors or visitors make further expenditures in the local economy for business services and supplies.

**Induced effect:** the induced effect occurs as employees of businesses patronized by exhibitors and visitors spend their additional earnings in the community. Employees spend their extra earnings on all the items in a household budget such as food, housing, retail, recreation, health care, insurance, etc.

The multiplier impact is calculated utilizing the IMPLAN model. The IMPLAN model can be used to calculate economic multipliers for every county, state or combination of counties and states in the United States in over 400 industries. Economic multipliers show the additional dollars of impact and jobs for each direct dollar of output and labor income. These economic multipliers represent the additional economic activity in Hall County as operators of Husker Harvest Days, or businesses patronized by event exhibitors and visitors purchase supplies and services, or as their employees spend their paychecks.

The multiplier impact is the second component of economic impact. The total economic impact is the sum of the direct economic impact and the multiplier impact.

### **III. Economic Impact of Exhibitors**

Exhibitors create a substantial economic impact on the Hall County economy through their purchases for their exhibits as well as the on-site and off-site spending of exhibitor staff. We utilized a comprehensive survey of exhibitors in order to estimate their economic impact on Hall County.

Vendor data was collected through a email survey of all 615 exhibitors whose name, email address and other contact information was provided to the UNL-BBR research team by Penton Farm Progress Group. Three types of questions were included in the survey: demographics, expenditures, and exposition effectiveness.

Types of demographic information gathered include: years of participation, distance traveled, lodging type, visit duration, and employee counts. Expenditure data were broken down into: exhibit-related spending, spending within exposition grounds, and spending within Hall County. Those three categories were broken down further into appropriate expenditure sub-categories. The survey also collected data on the number of vendors that found new suppliers/products at Husker Harvest Days, and the likelihood that they will use these suppliers in the future.

### A. Characteristics of Exhibitors

Exhibitors present their goods, services, and practices in a variety of outdoor and indoor venues, placed on individual or multiple lots within the Husker Harvest Day grounds. Occupied lots are sometimes open but also are tented and in some cases are structurally permanent locations.

Husker Harvest Days 2013 attracted 600 exhibitors from the United States, as well as 15 exhibitors from other countries, primarily from Canada. Two-fifths (41%) of all exhibitors' headquarters were located within the state of Nebraska, and over a quarter (27%) were from states bordering Nebraska, many from Iowa and Kansas. International exhibitors made up about 2% of the total participants.

<b>Home Location</b>	<b>Exhibits</b>
Nebraska	252
Grand Island	34
Lincoln	22
Omaha	24
Other	172
Iowa	53
Kansas	53
Minnesota	29
Illinois	33
Missouri	17
South Dakota	27
Colorado	14
North Dakota	16
Wisconsin	16
Ohio	10
California	18
Other States	62
<b>US Total</b>	<b>600</b>
Other Countries	15
<b>Total Exhibitors</b>	<b>615</b>

**Source: Husker Harvest Days Exhibitor List**

As was noted above, completed surveys were received from 160 of these Husker Harvest Day exhibitors. Responses were used to estimate the characteristics of exhibitors in general. These characteristics are described below.

To begin with, responses revealed that many exhibitors return to Husker Harvest Days annually. For the average exhibitor responding to this survey, the 2013 event marked their 13<sup>th</sup> year of participation. Approximately 10% of the 2013 exhibitors were there for the first time, while another 9% had participated in the event for 30 years or more.

While about one-quarter of responding exhibitors came from the immediate vicinity of Grand Island (26% traveling fewer than 100 miles), 1 in 5 (20%) traveled 500 miles or more. The average exhibitor traveled 306 miles to participate in Husker Harvest Days. Most exhibitors send a team of employees to Husker Harvest Days.

In this survey, the average exhibitor employed 7.9 representatives at the event. For all exhibitors, this translates into more than 4,844 exhibitor employees. In this survey, 57% of those responding indicated that their staff had spent time in commercial lodging in Hall County. Thus, it can be expected that as many as 2,772 exhibitor representatives spent at least one night in Hall County. Another 29% found lodging in commercial establishments outside of Hall County, in nearby counties. The remaining 14% primarily commuted from home though some obtained a short-term lease for lodging, stayed in a corporate recreational vehicle or stayed with friends in the area.

In addition, 42% of responding exhibitors indicated that they had brought at least one (and as many as 100) non-employee guests to Grand Island for the event. Averaging 5.8 guests for each exhibitor (including exhibitors who brought guests and those which did not), the survey data indicate that guests represent as many as 3,598 additional visitors to Hall County. Applying the same percentage of overnight stays identified for employees, as many as 2,059 of these visitors can be expected to spend at least one night in the area.

The great majority of exhibitors (85%) remain in the Hall County area for the full length of Husker Harvest Days. Responding exhibitors indicated that their average time in the area was 5 days (with a high of 60 days), requiring an average of 4 nights of lodging. Applying this average to the total population of exhibitor employees provides an estimate of approximately 14,000 exhibitor nights being spent in Hall County as a result of Husker Harvest Days.

<b>Table 2</b>		
<b>Exhibitor Demographic Averages</b>		
	<b>Average per Reporting Exhibitor</b>	<b>Estimated Total</b>
<b>Years Attended</b>	13	Not Applicable
<b>Distance Traveled</b>	306 miles	Not Applicable
<b>Employee Attendance</b>	7.9	4,844
<b>Guest Accompaniment</b>	5.8	3,598
<b>Duration of Visit</b>	4 nights	Not Applicable

**Source: BBR Exhibitor Survey.**



**B. Locally Purchased Exhibit Support**

Many exhibitors seek support services for their exhibit in the Hall County area. Among responding exhibitors, 11% indicated that they had purchased Internet services from local providers specifically for the event. The average exhibitor expenditure on local internet services, including the 11% who purchased internet services and the 89% who did not, was \$39. As seen in Table 3, total exhibitor expenditure on local internet services during 2013 Husker Harvest Days is estimated to be \$24,000

Among responding exhibitors, 37% reported having rented equipment for their exhibit from local area vendors. With a reported high of \$10,000, these expenditures for rental equipment averaged \$388. Total exhibitor spending on equipment rental from local vendors was \$238,000, including the 37% of exhibitors who rented equipment and the 63% who did not.

Among responding exhibitors, 41% indicated that they obtained aesthetic additions to their exhibit locally. In addition, 50% of exhibitors reported purchasing other locally supplied materials and services related to their exhibit. In Table 3, this spending on aesthetic and other materials for exhibits are combined with the annual cost of event administration, in other words, the year around cost for administrative support for maintenance of the venue, planning and marketing of Husker Harvest Days. The combined estimated spending for aesthetic materials and other materials for exhibits, and the administration of Husker Harvest Days was estimated at \$906,000 in 2013. Note that average per exhibitor spending is not reported for this category in order to avoid releasing the costs for event administration.

For 2013, the total direct impact expenditures for locally acquired services and materials specifically related to their exhibits, and for event administration, was estimated to be \$1,168,000.

<b>Table 3</b>		
<b>Exhibit Related Spending in Hall County</b>		
	<b>Average Per Exhibitor</b>	<b>Estimated Total</b>
<b>Internet Access</b>	\$39	\$24,000
<b>Rental Equipment</b>	\$388	\$238,000
<b>Aesthetics, Other Material and Event Administration</b>	N/A <sup>1</sup>	\$906,000

**Source: BBR Exhibitor Survey**

**<sup>1</sup> Average per purchase not reported in order to avoid releasing the amount spent on event administration**

**C. Exhibitors’ Personal Spending at Husker Harvest Days**

While in the Hall County area, exhibitors at Husker Harvest Days also contribute to the local economy through personal expenditures. Many of those expenditures occur within the confines of the event.

Local food vendors (both commercial and non-profit) operated on site during 2013. Exhibitors indicated that they and their staff spent an average of \$279 for food purchased on the event grounds. Total exhibitor expenditures for food purchased on the event grounds are estimated to have been approximately \$172,000, as seen in Table 4.

Exhibitors sometimes behave as visitors to the event, purchasing gifts and crafts found on the site. Responding exhibitors indicated that they and their staff purchased such items 15% of the time. Those exhibitors indicated spending as much as \$500. Exhibitors indicated that they and their staff spent an average of \$20 on gift and craft items during the event. This average is based on the 15% which made purchases and the 85% who did not. Based on survey results, total exhibitor expenditures for gift and craft items purchased on the event grounds are estimated to have been approximately \$12,000.

Exhibitors also behave as visitors to the event by purchasing equipment from participating vendors. Responding exhibitors indicated that they and their staff made such equipment purchases 14% of the time, spending as little as \$50 and as much as to \$2,500. The average spending among all exhibitors was \$72 and total spending across all visitors was \$45,000.

For 2013, the total direct impact of personal expenditures for food, gifts, crafts and equipment purchased on the grounds of Husker Harvest Days was \$229,000. On average each exhibit at Husker Harvest Days can be expected to generate on site personal spending by their staff of \$372.

<b>Table 4</b>		
<b>Exhibitor Expenditures Within HHD Grounds</b>		
	<b>Average Per Exhibitor</b>	<b>Estimated Total</b>
<b>Restaurant</b>	\$279	\$172,000
<b>Souvenirs/Gifts/Crafts</b>	\$20	\$12,000
<b>Equipment / Services</b>	\$72	\$45,000

**Source: BBR Exhibitor Survey.**

**D. Exhibitors’ Personal Spending in Hall County**

While exhibitor personnel spend much of each day on the grounds of Husker Harvest Days, they also spend time and money elsewhere within Hall County. The bulk of their spending is for lodging and food. Among exhibitors responding to the 2013 survey 57% indicated that they and their personnel acquired at least some portion of their commercial lodging within Hall County (others either had no lodging expenditures or lodged outside

of Hall County). The average exhibitor spending on lodging within Hall County was \$859. This average reflects the exhibitors who purchased lodging in Hall County as well as those who purchased lodging in other counties or who did not purchase lodging. From responses to the survey, the estimated total expenditure of exhibitors on lodging in Hall County was \$528,000.

Among respondents to the 2013 survey, 88% of exhibitors reported spending money at Hall County restaurants. The average spending among exhibitors was \$599 and the estimated total expenditure across all exhibitors was \$368,000. Spending on other food at grocery stores or otherwise away from restaurants averaged \$118 per exhibitor for a total of \$73,000. Fuel constitutes another large expenditure item for exhibitors at Husker Harvest Days. Among survey respondents, 87% reported having purchased fuel while in Hall County. The average spending on fuel among exhibitors was \$221 and the estimated total expenditure across all exhibitors was \$136,000.

Just 29% of survey respondents reported expenditures for clothing or other retail goods by themselves or their employees while in Hall County. The average expenditure per exhibitor was \$62 and the total expenditure on clothing and other retail goods in 2013 was \$38,000.

	<b>Average Per Exhibitor</b>	<b>Estimated Total</b>
<b>Lodging</b>	\$859	\$528,000
<b>Restaurant</b>	\$599	\$368,000
<b>Other Food/Drink</b>	\$118	\$73,000
<b>Fuel</b>	\$221	\$136,000
<b>Clothing and Retail</b>	\$62	\$38,000
<b>Rentals</b>	\$93	\$57,000
<b>Recreation</b>	\$27	\$17,000

**Source: BBR Exhibitor Survey.**

Exhibitor personnel also rent equipment (such as automobiles) not directly related to the creation or maintenance of their exhibit. Such expenditures were reported by 9% of survey respondents. The average expenditure per exhibitor \$93 was and the total expenditure in 2013 was \$57,000.

Expenditures for recreational activities within Hall County were reported by 15% of survey respondents. The average expenditure per exhibitor \$27 was and the total expenditure in 2013 was \$17,000.

For 2013, the total direct impact of personal expenditures for lodging, food, fuel, rental and retail goods and recreational activities acquired in Hall County was approximately \$1,217,000.

**E. Estimated Economic Impact of Exhibitors**

For 2013, exhibitor expenditures for all locally acquired services and material related to their exhibits and personnel spending, plus the cost for event administration, was approximately \$2,619,000. The average exhibitor at Husker Harvest Days can be expected to generate approximately \$4,259 in total local economic activity.

Most of this exhibitor spending represents a direct impact on the local economy. The exception is retail purchases. Each retail purchase is partly a purchase of the retail item, and partly the “markup,” the payment to the store for providing the item for sale locally. The mark-up portion of the spending clearly supports local jobs and spending, while the rest of the price flows to the manufacturer, who is likely located in another state or even another nation. Therefore, for retail purchases only the “markup” portion of spending counts towards direct economic impact. After making this adjustment, the direct economic impact of exhibitor spending in 2013 is estimated as \$2,058,000. In addition to the direct impact, there is a multiplier impact, as described above. The total economic impact is the sum of the direct economic impact and the multiplier impact.

Table 6 reports the total economic impact of exhibitor spending at Husker Harvest Days. The total economic impact is in terms of business receipts, which is akin to business sales. This is the broadest measure of the increase in economic activity in Hall County due to exhibitor spending. Business sales are ultimately what support employment, wages, and salaries within the County. Labor income is therefore a component of business receipts. We also report the labor income component of business receipts in Table 6. Labor income includes wages, salaries, and benefits earned by employees, as well as the income of proprietors. As noted earlier in the report, these earnings opportunities for business owners and workers are one of the chief benefits of holding local events and festivals. The total economic impact on Hall County from exhibitor spending was estimated as \$3,228,000 in 2013, including \$1,065,000 in labor income.

<b>Table 6</b>		
<b>Total Economic Impact of Exhibitor Spending on Hall County</b>		
	<b>Business Receipts</b>	<b>Labor Income</b>
<b>Direct Impact</b>	\$2,058,000	
<b>Total Impact</b>	\$3,228,000	
<b>Labor Portion</b>		\$1,065,000

**Source: IMPLAN and BBR calculations.**

**F. General Economic Benefits of Husker Harvest Days**

Husker Harvest Days is an important marketing opportunity for participants, many of whom represent Nebraska businesses. This was revealed in our survey of Husker Harvest Days exhibitors. Exhibitors at Husker Harvest Days locate new suppliers of products and

services each year. Among survey respondents, 25% indicated having identified new or potential new suppliers while at the event. Of these new suppliers identified, 41% are being used, 6% are not currently being used but definitely will be used, and 26% are not currently being used but probably will be used. The remaining 26% are not currently being used and only possibly will be used.

Such commercial interactions between exhibitors and the community indicate that the total direct economic impact of Husker Harvest Days can be expected to grow in both dollars and organizational scope.

While it may not be their primary purpose, events and festivals have also been demonstrated to be important sources of information for potential new businesses and residents. Events and festivals can provide an introduction to local cultures and economies. New residents and businesses often report such an experience to have been important in their decision to relocate.

#### **IV. The Economic Impact of Visitors**

Husker Harvest Days attracts tens of thousands of visitors each year from Nebraska and many other states. The UNL-BBR research team estimates that there were approximately 80,000 visitor-days at the 2013 Husker Harvest Days. This was estimated based on an approximate figure for total attendance provided by Penton Farm Progress Group, after adjusting for daily visitors by exhibitors and their staff as well as paid and volunteer operations staff for the Husker Harvest Days event.

This estimate of the number of visitor-days to Husker Harvest Days needs to be combined with estimates of average daily visitor spending. . While the UNL-BBR research team was not able to survey visitors to Husker Harvest Days, given that the study was planned after the 2013 Husker Harvest Days had already taken place, the research team was able to develop an estimate. Specifically, estimates of 2013 visitor spending were updated based on the estimates from UNL-BBR's earlier study of the 2007 Husker Harvest Days event. The earlier study found average daily expenditures of \$49.67 for visitors to the exhibition on food, fuel, retail, entertainment, and others items either at the exhibition or nearby. Those estimates for 2007 spending were updated based on growth in nominal per capita income in Nebraska between 2007 and 2013. This measure would account for increases in spending power due to inflation and real income growth. Nominal per capita income in Nebraska grew by 19.7% between 2007 and 2013 according the Bureau of Economic Analysis of the United States Department of Commerce. That yields an estimate of daily expenditure per visitor of \$59.48 for the 2013 Husker Harvest Days. We utilized this estimate in order to generate an estimate of spending in Hall County during the estimated 80,000 visitor-days. The spending estimate, by category, is reported in Table 7.

Table 7 also includes our own estimate of visitors spending on lodging. Hotel rooms in Grand Island and Hall County are booked well in advance of Husker Harvest Days, frequently by exhibitors. In our previous study of the 2007 Husker Harvest Days Event, a

survey of 10 hotels in Hall County confirmed this, suggesting around 80% to 90% of rooms county-wide were occupied by exhibitors during Husker Harvest Days. This implies that for many visitors there may not have been lodging available in Hall County, and therefore lodging spending in Hall County would be below its potential. We conservatively estimate that visitor lodging expenditures were 10%<sup>1</sup> of the spending of exhibitors on lodging, or approximately \$48,000.

<b>Table 7</b>	
<b>Visitor Spending On-Site and Elsewhere Within Hall County</b>	
	<b>Estimated Total</b>
<b><u>On-Site</u></b>	
Restaurants	\$814,000
Souvenirs/Gifts	\$791,000
Crafts	\$175,000
<b><u>Off-Site But Within Hall County</u></b>	
Restaurants	\$852,000
Other Food/Drinks	\$297,000
Fuel	\$967,000
Clothing	\$103,000
Other Retail	\$267,000
Entertainment/Recreation	\$66,000
Lodging	\$48,000
Other	\$425,000

**Source: 2013 attendance and updates of per visitor spending, using per capita income growth, from the study *The Economic Impact of Husker Harvest Days on Hall County, Nebraska: The 2007 Estimates***

Table 8 reports the total economic impact of visitor spending at Husker Harvest Days. The direct impact is adjusted to include the marginal portion of retail activity.

The total economic impact is again presented in terms of business receipts. We also report the labor income component of business receipts. The total economic impact of visitor spending on the Hall County economy was \$4,478,000 in business receipts. The labor income impact was \$1,541,000.

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<sup>1</sup> Recall that many exhibitors stayed for more than 3 evenings.

<b>Table 8</b>		
<b>Total Economic Impact of Visitor Spending on Hall County</b>		
	<b>Business Receipts</b>	<b>Labor Income</b>
<b>Direct Impact</b>	\$2,915,000	
<b>Total Impact</b>	\$4,478,000	
<b>Labor Portion</b>		\$1,541,000

Source: IMPLAN and BBR calculations.

### V. Summary

Husker Harvest Days, in conjunction with other major visitor events held in Hall County over the year, make a substantial contribution to the area’s tourism economy. The events provide a large boost to the tourism sector through the expenditures of event visitors and participants. This study provides an estimate of the economic impact of the Husker Harvest Days event in 2013. More generally however, it shows the substantial impact that each major tourism event in Grand Island can have on the economy by giving tourism businesses and their employees opportunities to have additional periods of peak sales and business activity.

Table 9 presents the estimated total economic impact of the Husker Harvest Days on the Hall County economy during 2013. This total includes the impact of exhibitor and visitor spending, as well as event operating costs. The total economic impact was a \$7.7 million increase in business receipts in Hall County (excluding equipment sales at the event) as a result of exhibitor and visitors spending during Husker Harvest Days. Roughly one-third of those business receipts, or \$2.6 million, went to cover labor income, which is composed of worker wages and benefits and proprietor income.

<b>Table 9</b>		
<b>Total Economic Impact of Husker Harvest Days on Hall County 2013</b>		
	<b>Business Receipts</b>	<b>Labor Income</b>
<b>Direct Impact</b>	\$4,973,000	
<b>Total Impact</b>	\$7,706,000	
<b>Labor Portion</b>		\$2,606,000

Source: IMPLAN and BBR calculations

**COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 244**

**RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY  
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED  
REDEVELOPMENT CONTRACT TO THE HALL COUNTY REGIONAL PLANNING  
COMMISSION FOR ITS RECOMMENDATION**

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 20th day of September, 2017

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA.

By   
Chairperson

ATTEST:

  
Secretary

Husker Harvest Days – Farm Progress Companies, Inc.



**COMMUNITY REDEVELOPMENT AUTHORITY OF THE  
CITY OF GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 245**

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT AFTER THE PASSAGE OF 30 DAYS AND OTHER MATTERS

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received a proposed redevelopment plan under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 25, from Farm Progress Companies, Inc. for Husker Harvest Days, (The "Developer") for redevelopment of an area at a formerly used defense site within Hall County, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use public funds on a project within Redevelopment Area 25;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

**Section 1.** In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

**Section 2.** The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 20th day of September, 2017

COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA.

By   
Chairperson

ATTEST:

  
Secretary

Husker Harvest Days – Farm Progress Companies, Inc.

Resolution Number 2018-01

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), referred the **Redevelopment Plan for the Husker Harvest Days Site by Farm Progress Companies Inc.** to the Hall County Regional Planning Commission, (the "Commission") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), specifically as it pertains to formerly used defense sites; and

WHEREAS, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County finding;

The proposed use as described in this plan is in compliance with the Comprehensive Plan for the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:

**Section 1.** The Commission hereby recommends approval of the Redevelopment Plan.

**Section 2.** All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 3.** This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: October 11, 2017

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By:   
Chair

By:   
Secretary

**COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 250**

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT  
PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; RECOMMENDING  
APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF GRAND  
ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Mayor and Council of the City of Grand Island, Nebraska (the “**City**”), upon the recommendation of the Planning Commission of the City of Grand Island, Nebraska (the “**Planning Commission**”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the “**Redevelopment Area**”) to be blighted and substandard and in need of redevelopment; and

**WHEREAS**, pursuant to and in furtherance of the Act, a Redevelopment Plan (the “**Redevelopment Plan**”), has been prepared by Community Redevelopment Authority of Grand Island, Nebraska, (the “**Authority**”) pursuant to an application by Farm Progress Companies, Inc., for the Husker Harvest Days show site (the “**Redeveloper**”), in the form attached hereto as **Exhibit B**, for the purpose of redeveloping Redevelopment Area legally described on **Exhibit A**, referred to herein as the Project Area (the “**Project Area**”); and

**WHEREAS**, pursuant to the Redevelopment Plan, the Authority would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the “**Project**”), in accordance with and as permitted by the Act; and

**WHEREAS**, the Authority has made certain findings and pursuant thereto has determined that it is in the best interests of the Authority and the City to approve the Redevelopment Plan and approve the Redevelopment Project and to approve the transactions contemplated thereby.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA AS FOLLOWS:**

**Section 1.** The Authority has determined that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

**Section 2.** The Authority has conducted a Cost Benefit Analysis for the Project, included in the the Redevelopment Plan attached hereto as Exhibit B, in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of redevelopment

Farm Progress Companies, Inc. – Husker Harvest Days

assistance, the Project would not occur in the Project Area without the use of redevelopment assistance and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

**Section 3.** In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of redevelopment assistance from the Grand Island food and beverage occupation tax issued in the approximate amount of \$2 million, which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

**Section 4.** The Authority hereby recommends to the City approval of the Redevelopment Plan and the Redevelopment Project described in the Redevelopment Plan.

**Section 5.** All prior resolutions of the Authority in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 6.** This resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 18th day of October, 2017.

**COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF GRAND  
ISLAND NEBRASKA**

ATTEST:

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

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

Farm Progress Companies, Inc. – Husker Harvest Days

**EXHIBIT A**

**LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

\* \* \* \* \*

**EXHIBIT B**

**FORM OF REDEVELOPMENT PLAN**

Farm Progress Companies, Inc. – Husker Harvest Days

COMMUNITY REDEVELOPMENT AUTHORITY  
GRAND ISLAND, NEBRASKA

RESOLUTION # 255

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA (the "Authority") AUTHORIZING THE CHAIR TO SIGN AND EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF GRAND ISLAND FOR THE FUNDING OF CERTAIN IMPROVMENTS AT THE HUSKER HARVEST DAYS SITE IN REDEVELOPMENT AREA 25 AS APPROVED WITH A REDEVLEOPMENT PLAN PRESENTED TO THE GRAND ISLAND CITY COUNCIL ON NOVEMBER 14, 2017.

WHEREAS, the Mayor and City Council of the City of Grand Island, Nebraska (the "City"), by its Ordinance passed and adopted June 27, 1994, created the Community Redevelopment Authority of the City of Grand Island, Nebraska, pursuant to Sections 18-2101 through 18-2153 of the Nebraska Community Development Law; Reissue Revised Statutes of Nebraska, as amended (the "Act");

WHEREAS, on November 8, 2017, the members of the Community Redevelopment Authority of the City of Grand Island considered an interlocal agreement between the City of Grand Island and the Community Redevelopment Authority.

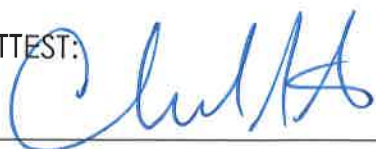
NOW, THEREFORE BE IT RESOLVED THAT, by copy of this Resolution delivered to the City of Grand Island on this date, the Authority hereby approves the attached agreement providing for funding from the City of Grand Island for the purposes of aiding in the redevelopment of the Husker Harvest Days Site in Redevelopment Area 25.

BE IT FURTHER RESOLVED, the Chair of the Authority be hereby directed to sign said agreement in the name of and on behalf of the Authority.

Passed and approved by the Authority this 8<sup>th</sup> day of November, 2017.

COMMUNITY REDEVELOPMENT AUTHORITY OF THE  
CITY OF GRAND ISLAND, NEBRASKA

By:   
Chair

ATTEST:   
Director

**CITY OF GRAND ISLAND, NEBRASKA  
AND  
COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND  
ISLAND, NEBRASKA  
INTER-LOCAL COOPERATION AGREEMENT  
FOR  
HUSKER HARVEST DAYS REDEVELOPMENT PROJECT**

Pursuant to Neb. Rev. Stat., Chap. 13, Art. 8, this Inter-Local Cooperation Agreement is entered into by and between the City of Grand Island, Nebraska (“City”) and the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”), political subdivisions of the State of Nebraska, this \_\_\_ day of November, 2017.

Whereas, Authority and City are parties to a Redevelopment Agreement with Farm Progress, Inc. (“Farm Progress”), for redevelopment of the Husker Harvest Days show site (the “show site”), a redevelopment project located at the site of a former military base and approved by City and Authority (the “Redevelopment Project”); and

Whereas, pursuant to the terms of a redevelopment agreement, Authority will provide to Farm Progress not more than \$2,000,000.00 for funding Authority’s pro-rata share of infrastructure improvements at the show site under terms as set forth in the Redevelopment Agreement; and

Whereas, in order to meet the financial commitments set forth in the Redevelopment Agreement, Authority may incur indebtedness in the form of issuance of bonds, issuance of a promissory note or notes, or participation in other debt instruments and obligations; and

Whereas, City desires to provide financial assistance to Authority to enable Authority to fulfill Authority’s financial commitments to the Redevelopment Project as set forth in a Redevelopment Agreement.

Now, therefore, City and Authority agree as follows:

1. **DURATION.** This Interlocal Agreement shall be contingent upon approval of a Redevelopment Agreement by and among City, Authority and Farm Progress, shall commence upon the effective date of such Redevelopment Agreement, and shall continue thereafter for a period of twenty (20) years unless sooner terminated by mutual agreement of City and Authority.

2. **SEPARATE LEGAL OR ADMINISTRATIVE ENTITY; DELEGATION.** There shall be no separate legal or administrative entity created by this Inter-Local Cooperation Agreement.
3. **PURPOSE.** The purpose of this Agreement is to provide financial assistance of the City to enable Authority to undertake the Redevelopment Project.
4. **MANNER OF FINANCING AND MAINTAINING A BUDGET.**
  - a. City shall provide to Authority City funds not to exceed \$2,000,000.00 to enable Authority to pay a two-sevenths (2/7) pro-rata share of infrastructure development cost for the Redevelopment Project as approved by Authority. Said funds shall be provided in 20 annual payments of \$100,000.00 commencing November 1, 2018 and each November 1 thereafter or such other amounts and upon such payment schedule as mutually agreed by City and Authority. Additionally, in the event Authority is required to incur debt to fund all or a part of its pro-rata share of Redevelopment Project costs and expenses (the “project debt”), City shall reimburse the Authority in such annual amounts as required to service the interest expense incurred by Authority with respect to project debt.
  - b. Notwithstanding anything herein to the contrary, if Authority receives, recovers or otherwise obtains reimbursement of all or a part of its pro-rata share of Redevelopment Project costs and expense from Farm Progress or any other party, Authority shall transfer, assign, and pay over such amounts to City to the extent such amounts, if any, exceed Authority’s outstanding project debt. This provision of this section 4.b. shall survive termination of this agreement.
  - c. City and Authority shall budget such amounts annually as necessary to fund this Interlocal Agreement.
5. **ADMINISTRATOR.** The Grand Island City Administrator and the Director of the Community Redevelopment Authority of the City of Grand Island shall serve as co-administrators for this cooperative undertaking.
6. **MANNER OF DISPOSING OF PROPERTY.** No real or personal property shall be jointly acquired by the parties as a result of this Interlocal Cooperation Agreement.



CITY OF GRAND ISLAND, NEBRASKA

Dated \_\_\_\_\_

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

Jeremy L. Jensen, Mayor

Attest: \_\_\_\_\_

RaNae Edwards, City Clerk

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF GRAND  
ISLAND, NEBRASKA

Dated \_\_\_\_\_

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

Tom Gdowski, Its Chair

Attest: \_\_\_\_\_

Authority Secretary

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Grand Island, Nebraska, (the "City") the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), and Farm Progress Companies, Inc., a \_\_\_\_\_ corporation ("Redeveloper").

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska, in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the "Act"), has designated an area, described on attached Exhibit "1", outside of the City, but within Hall County, Nebraska, and being a formerly used defense site, as blighted and substandard;

WHEREAS, the area described on Exhibit "1" (the "Redevelopment Project Area") lies within Hall County Sanitary Improvement District Number 3 (SID #3), which district was created and approved by the Hall County, Nebraska District Court on July 19, 2017;

WHEREAS, the Redevelopment Project Area, was formerly owned by, leased to or otherwise possessed by the United States under the jurisdiction of the United States Secretary of Defense and was part of the Cornhusker Army Ammunition Plant;

WHEREAS, the City adopted ordinance #9645, a copy of which is attached hereto as Exhibit "2", on August 22, 2017, expressing the intent of the City to annex the Redevelopment Project Area when the same shall become eligible for annexation;

WHEREAS, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled "Husker Harvest Days Redevelopment Project July 2017" (the "Redevelopment Plan") a copy of which is attached hereto as Exhibit "3";

WHEREAS, the Redevelopment Plan calls for the Authority to support Redeveloper's and redevelopment efforts on real estate owned by the Redeveloper which is legally described on Exhibit "1" also known as the Redevelopment Project Area;

WHEREAS, the Redevelopment Project Area incorporates all of the Redeveloper Property as shown on Exhibit "1" attached hereto and incorporated herein by this reference ("Project Site");

WHEREAS, Section 18-2123.01(1) of the Act authorizes a city to undertake a redevelopment project that involves a formerly used defense site and the City desires that the Authority be the entity, under the Act, to act on behalf of the City in undertaking certain obligations under the Redevelopment Plan and assist the Redeveloper by partially financing the costs of redevelopment project improvements to the Redevelopment Project Area (Redevelopment Project Costs);

WHEREAS, Section 18-2107(4) of the Act authorizes the Authority to make grants and enter into contracts with redevelopers of property containing covenants and conditions regarding the use of such property as the Authority may deem necessary to prevent the recurrence of substandard and blighted areas;

WHEREAS, Redeveloper is willing to enter into this Contract and invest approximately Two Million Dollars (\$ 7,000,000) on the Project Site redevelopment which includes site excavation and paving of private public use roadways, utility extensions of water lines and hydrants, electrical line installation and equipment and storm sewer installation, and perimeter fencing, as generally shown on the Site Plan attached hereto as Exhibit "4";

WHEREAS, in order to help remove blight and substandard conditions and improve conditions in an economically underutilized area, the Authority is willing to enter into this Contract and to make a loan and grant to fund a portion of the Project Costs in order to induce the Redeveloper to undertake the Private Improvements ("Private Improvements") described below;

WHEREAS, the Private Improvements on the Project Site comprise the Redevelopment Project and are known as the "Redevelopment Project Improvements". The costs of the Redevelopment Project Improvements are known as the "Redevelopment Project Costs" and are shown on the Sources and Uses of Funds in Exhibit "5", which is attached hereto and incorporated herein by this reference. The City, Authority and Redeveloper agree that assistance with the Redevelopment Project Costs is deemed essential and the Redevelopment Project would not be economically feasible without it;

WHEREAS, the City and Authority are willing to support the above described redevelopment of the Project Site in accordance with the Redevelopment Plan; provided that, Redeveloper is willing to agree to covenants and conditions regarding compulsory maintenance and upkeep of the Private Improvements to prevent a recurrence of substandard and blighted conditions;

WHEREAS, City, Authority and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of the Project Site;

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

Farm Progress Companies

## 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:

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

"Authority" means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

"City" means the City of Grand Island, Nebraska.

"Governing Body" means the Mayor and City Council of the City.

"Indebtedness" means the promissory note, a copy of which is attached hereto as Exhibit "6" providing for an annual advance and loan of money, not to exceed an aggregate principal amount of the lesser of two sevenths (2/7) of the Redevelopment Project Costs or Two Million Dollars (\$2,000,000) (the "Redevelopment Advance"). The Indebtedness provides that the Authority shall advance one tenth of the Redevelopment Advance annually for ten years to the Redeveloper conditioned on the Redeveloper providing a cost certification, in the form of attached Exhibit "6" showing payment of Redevelopment Project Costs.

"Redevelopment Advance" means that total grant and loan of the Redevelopment Costs to Redeveloper not to exceed the lesser of two sevenths (2/7) of the Redevelopment Project Costs or Two Million Dollars (\$2,000,000).

"Redevelopment Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit "3" attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto. Without limitation, those improvements include the following public and private improvements:

- Private public access roadway
- Excavation of 75,000 cubic yards
- Paving 71,180 square yards
- Crushed rock 6,750 tons
- Water lines, mains and hydrants

Farm Progress Companies

Storm sewer mains and outlets  
Perimeter fencing and gates

"Project Cost Certification" means a statement prepared and signed by the Redeveloper verifying the Redeveloper has the Project Costs identified on Exhibit "5".

"Project Costs" means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103(12)(a) through (f), inclusive, including the providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit "5".

"Redeveloper" means Farm Progress Companies, Inc., a \_\_\_\_\_ corporation, and its successors and assigns.

"Redevelopment Project Area" means that certain real property situated in Hall County, Nebraska which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit "1" attached hereto and incorporated herein by this reference. All such legal descriptions are subject to change based upon any re-platting.

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the Project, as more particularly described on Exhibit "1" attached hereto and incorporated herein by this reference.

"Redevelopment Contract" means this redevelopment contract between the City, Authority and Redeveloper with respect to the Project.

"Redevelopment Plan" means the Redevelopment Plan Amendment (also defined in the recitals hereto) for the Redevelopment Project Area related to the Project, as attached hereto as Exhibit "3", prepared by the Authority, approved by the City and adopted by the Authority pursuant to the Act.

"Resolution" means the Resolution of the Authority authorizing the Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

#### Section 1.02 Construction and Interpretation.

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

(a) Whenever 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.

(b) The phrase "at any time" shall be construed as meaning at any time or from time to time.

Farm Progress Companies

(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 words "herein," "hereof," "hereunder", "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) 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 FINDINGS AND REPRESENTATIONS

### Section 2.01 Findings of Authority and City.

The Authority and the City makes the following findings:

(a) The Authority is a duly organized and validly existing community Redevelopment Authority under the Act.

(b) The Redevelopment Plan has been duly approved by the City and adopted by the Authority pursuant to Sections 18-2109 through 18-2117 of the Act.

(c) The Authority and the City deem it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project is expected to achieve the public purposes of the Act by among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and other purposes set forth in the Act.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on representations made by the Redeveloper and information provided to the Authority:

Farm Progress Companies

(i) the Project would not be economically feasible without the loan and grant provided by the Authority, and

(ii) the Project would not occur in the Redevelopment Project Area without the loan and grant provided by the Authority .

(f) The Authority and the City have determined that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.

(g) The Authority and the City have determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with 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: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

#### Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a \_\_\_\_\_ corporation, authorized to do business in the state of Nebraska and 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. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Authority a certificate of good standing, a certified copy of the Redeveloper's by-laws and a certified copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract and the Indebtedness

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any 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

Farm Progress Companies

upon any of the property or assets of the 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 in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

(d) The Project would not be economically feasible without the loan and grant provided by the Authority.

(e) The Project would not occur in the Redevelopment Project Area without the loan and grant provided by the Authority.

### ARTICLE III

#### OBLIGATIONS OF THE AUTHORITY

##### Section 3.01 Indebtedness

The Authority shall loan to Redeveloper an aggregate amount, not to exceed the lesser of two sevenths (2/7) of the Redevelopment Project Costs or two Million Dollars (\$2,000,000), the Redevelopment Advance, by making annual advances in the amount of one tenth the Redevelopment Advance for 10 years, all as set forth in attached Exhibit "6". The Indebtedness shall be in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract, No Indebtedness will be issued until Redeveloper has acquired fee title to the Redevelopment Project Property and completed and paid all Redevelopment Project Costs as described in the Plan

The Indebtedness shall be secured by a deed of trust in the form acceptable to the City Attorney and executed by the Redeveloper and filed with the Hall County, Nebraska, Register of Deeds. Said deed of trust shall be a first lien on the Redevelopment Project Area. The Redeveloper shall pay for and provide a title insurance policy indicating that said deed of trust is a first lien on the real property described on Exhibit "1".

##### Section 3.02 Performance Based Forgiveness of Indebtedness.

Under the terms of the Indebtedness, this Redevelopment Contract and the Resolution, the Authority shall forgive one twentieth (1/20) of the aggregate principal amount of the Indebtedness, for each consecutive year the Redeveloper hosts and operates the Husker Harvest Days show, as described in the Redevelopment Plan. Hosting of the show shall mean operating and hosting the show with substantially the same number of vendors, the same amount of advertising, the same number of days and substantially in the same manner as the show was operated during the five year period prior to the date of this Redevelopment Contract.

Farm Progress Companies



ARTICLE IV

OBLIGATIONS OF CITY

Section 4.01 Contribution of Funds to Authority.

City intends to transfer to the Authority the sum of one tenth of the Redevelopment Advance each year for a period of ten (10) years beginning in 2018 for purposes of providing the Authority with funds to loan to the Redeveloper pursuant to the Indebtedness.

Section 4.02 Appointment of Authority to Undertake Redevelopment Project.

City hereby appoints and designates the Authority to implement the Redevelopment Plan and Redevelopment Project pursuant to Section 18-2123.01 of the Act.

ARTICLE V

OBLIGATIONS OF REDEVELOPER

Section 5.01 Construction of Project:

Redeveloper shall:

- (a) Operate the Husker Harvest Days show, as described in the Redevelopment Plan. Hosting of the show shall mean operating and hosting the show with substantially the same number of vendors, the same amount of advertising, the same number of days and substantially in the same manner as the show was operated during the five year period prior to the date of this Redevelopment Contract.
- (b) Pave the private streets in accordance with plans and specifications provided to the Authority. Redeveloper shall design, construct and install a water main and hydrants, storm sewer and outlets, conduits, transformers and outlets for electrical lines, and perimeter fences and gates in accordance with plans and specifications provided to the Authority. All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by Redeveloper to the City and Authority. Inspections of improvements under construction shall be performed under the supervision of a professional registered engineer and upon completion shall be subject to inspection and approval by the Department of Public Works of the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a registered professional engineer shall be filed with the Director of Public Works by Redeveloper.
- (c) Construct all Private Improvements in compliance with all applicable local, state, and federal building and construction laws and codes. Redeveloper agrees to secure and maintain all permits and licenses necessary for its use of the Redevelopment Project including, but not limited to, necessary building permits and inspections.
- (d) Redeveloper agrees to use commercially reasonable efforts to complete construction of the Private Improvements on or before \_\_\_\_\_ as provided in

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this Agreement Redeveloper further agrees to pay, or cause to be paid, in a timely manner all persons, firms, or organizations that performed labor or furnished materials, equipment or supplies used in the prosecution of the Private Improvements. Such payment shall be made promptly after completion of the Private Improvements and in accordance with all the provisions of this Agreement relating to the obligations of Redeveloper to construct said improvements.

- (e) Provide a payment and performance bond from a bond company doing business in the state of Nebraska in the total amount of all the Private Improvements to be constructed. The City and Authority shall be named as beneficiaries under such bond.
- (f) Until construction of the Project has been completed, make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Such reports shall include actual expenditures incurred as described on Exhibit "5".
- (g) Require any general contractor chosen by the Redeveloper 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. The City, the Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as 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 "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Authority and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.
- (h) So long as the Indebtedness or any portion thereof is outstanding, not discriminate against any person or group of persons on account of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, its successors and transferees, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance, and further agrees to require that its contractor and subcontractors shall agree to conform to said requirements. Redeveloper will comply with all applicable federal, state and local laws and regulations related to the Redevelopment Project. For purposes of this paragraph, discrimination shall mean discrimination as defined by the laws of the United States and the State of Nebraska.
- (i) Execute and deliver to Authority the Redeveloper's Note and Agreement, in a form approved by City and Authority, of even date hereof and a first Deed of Trust, in a form approved by City's attorney, upon the Redevelopment Project Property securing the Redeveloper's Note and Agreement.

#### Section 5.02 Cost Certification & Disbursement of Indebtedness Proceeds.

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Proceeds of the Indebtedness may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Authority a grant disbursement request (the "Disbursement Request"), executed by the Director of the City's Planning Department and an authorized representative of the Redeveloper or applicable successor or assign, (i) certifying that the Project has been substantially completed and (ii) certifying the actual costs incurred and paid by the Redeveloper in the completion of such portion of the Project.

(b) If the costs requested for advancement under the Disbursement Request are subject to being advanced under Section 5.02 (a) hereof the Authority shall advance such funds, up to and not in excess of the sum of \$200,000 each year on or before the \_\_\_ day of \_\_\_\_\_ of such year for a period of 10 years from the first such advance with the total number of advances limited to ten.

#### Section 5.03 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Authority Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot. Any successor in interest or transferee of any real estate in the Redevelopment Project shall be bound by and have the same obligations hereunder as the Redeveloper. The Authority shall be entitled to require, as conditions to any required approval, that:

- a. Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the Authority, necessary and adequate to fulfill the obligations undertaken in this Contract by Redeveloper relating to the property being transferred; and
- b. Any proposed transferee, by instrument satisfactory to the Authority and in form recordable in the Office of the Register of Deeds, shall for itself and its successors and assigns and for the benefit of the Authority, have expressly assumed all of the obligations of Redeveloper under this Contract with respect to the applicable Lot being transferred; and
- c. Copies of the documents addressing items (a) and (b) shall be submitted to the Authority for review, not less than sixty (60) days prior a regularly scheduled meeting of the Authority and not less than less than sixty (60) days prior to the proposed transfer. If the transfer or any of the documentation in connection therewith is disapproved by the Authority, its disapproval and reasons therefore shall be indicated to Redeveloper in writing.

#### Section 5.04 Payment of Authority Costs.

Redeveloper shall pay to the Authority the following sums upon execution hereof:

- a. Legal expenses of Authority for representation related to this Redevelopment Contract and other matters.

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Section 5.05. Obligation to Restore.

In the event of any damage or destruction to the Private Improvements, Redeveloper agrees to use good faith efforts to commence restoration of the Private Improvements to its prior condition within six (6) months from the date of the damage or destruction, and shall pursue the same to completion.

Section 5.06 Obligation to Maintain.

The Redeveloper shall, at its own cost, maintain all improvements on the Redevelopment Project Area, which are installed thereon, in a presentable and attractive manner consistent with operating a world class show. It is the intent of this provision that the standard of maintenance shall be above a presentable standard.

**ARTICLE VI  
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

Section 6.01 Financing Creating Encumbrances Restricted. Prior to completion of the Private Improvements, neither Redeveloper, nor any successors in interest with respect to the applicable portion of the Redeveloper Property, shall engage in any financing or any other transaction creating any mortgage upon the Redeveloper Property, whether by express contract or operation of law, or suffer any encumbrance or lien to be made on or attached to any of such uncompleted phase of the Redeveloper Property, except for the deed of trust in favor of the Authority. Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to any of the Redeveloper Property and which is contested by Redeveloper, then Redeveloper may defend against such encumbrance or lien, provided that a sufficient security is posted with the Authority, to permit Redeveloper to avoid or prevent foreclosure of such encumbrance or lien.

- a. Whenever the Authority shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Contract, the Authority shall at the same time forward a copy of such notice or demand to each holder of any mortgage at the last address of such holder as shown in the records of the Treasurer of Hall County, Nebraska.
- b. If thirty (30) days after any notice or demand with respect to any breach or default, such breach or default remains uncured, each such holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage.
- d. The rights and obligations of this Redevelopment Contract relating to mortgages of any portion of the Redeveloper Property shall apply to any other type of encumbrance on any of the Redeveloper Property, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

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## ARTICLE VII

### DEFAULT, REMEDIES; INDEMNIFICATION

#### Section 7.01 General Remedies of Authority 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 any 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. The Redeveloper hereby acknowledges and agrees that the Authority shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in Article III hereof.

#### Section 7.02 Additional Remedies of Authority

In the event that the Redeveloper fails to annually conduct and operate the Husker Harvest Days Show in accordance with the Redevelopment Plan and Section 5.01(a) of this Redevelopment Contract and in the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the indebtedness shall be immediately due and payable together with interest at the rate of 6% per annum from each principal advance. Provided, however, the amount of principal shall be reduced by one twentieth (1/20) for each year that the Redeveloper has conducted the Husker Harvest Days show, from and after the date of this Redevelopment Contract.

#### Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Authority 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 any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

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#### Section 7.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area or any part thereof for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

#### Section 7.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their respective elected officials, officers, directors, appointed officials, employees, attorneys, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be making advances under the Indebtedness. The Redeveloper releases the City and Authority from, agrees that neither the City nor Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability 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 Project.

The Redeveloper will indemnify and hold each of the City and Authority and their respective elected officials, directors, officers, appointed officials, attorneys, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Project.

#### Section 7.06 Indemnification for Relocation Expenses.

The Redeveloper agrees to indemnify and hold the City and the Authority harmless from any and all liability to the extent resulting from the Redeveloper's failure to make payments of all

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amounts lawfully due to all persons, firms, or organizations under any city, state or federal relocation laws or regulation in connection with the Project Site. The terms of this section shall survive any termination of this Contract.

## ARTICLE VIII

### MISCELLANEOUS

#### Section 8.01 Notice Recording.

A notice memorandum of this Redevelopment Contract may be recorded in the office of the Register of Deeds of Hall County, Nebraska.

#### Section 8.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

#### Section 8.03 Binding Effect: Amendment, Assignment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound. The Redeveloper may assign its rights and obligations to a controlled entity which shall be bound by all the terms hereof.

#### Section 8.04 Effective Date and Implementation of Redevelopment Contract.

This Agreement is in full force and effect from and after the date of execution hereof by both the Redeveloper and the Authority.

#### Section 8.05 Notices to Parties.

Notices to Parties shall be mailed by U. S. Mail to the following addresses:  
Redeveloper:  
Farm Progress Companies, Inc.

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Authority and City:  
Director  
Grand Island Community Redevelopment Authority  
Hall County Regional Planning Department  
100 E 1st Street  
P.O. Box 1968  
Grand Island, NE 68802

*The remainder of this page is intentionally left blank.*

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

CITY OF GRAND ISLAND

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

ATTEST:

\_\_\_\_\_  
City Clerk

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

ATTEST:

\_\_\_\_\_  
Secretary

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

STATE OF NEBRASKA    )  
  ) SS  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by \_\_\_\_\_ and \_\_\_\_\_, Mayor and City Clerk, respectively, of the City of Grand Island, Nebraska, on behalf of the Authority.

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

STATE OF NEBRASKA    )  
  ) SS  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by \_\_\_\_\_ and \_\_\_\_\_, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

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

Farm Progress Companies

Farm Progress Companies, Inc.

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

STATE OF NEBRASKA    )  
  ) SS  
COUNTY OF HALL     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_ President of Farm Progress Companies, Inc., on behalf of the  
corporation.

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

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EXHIBIT "1"

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

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EXHIBIT "2"  
ORDINANCE #9645

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EXHIBIT “3”  
REDEVELOPMENT PLAN

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EXHIBIT “4”

SITE PLAN

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EXHIBIT "5"  
REDEVELOPMENT PROJECT COSTS

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EXHIBIT "6"  
PROMISSORY NOTE

Farm Progress Companies