

## COMMUNITY DEVELOPMENT AGENCY PROCEEDINGS

September 14, 2022

The Community Development Agency of the City of David City, Nebraska, convened in open public session at 7:28 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on September 8, 2022, and an affidavit of the publisher is on file in the office of the CDA Secretary. The Community Development Agency members acknowledged advance notice of the meeting. The advance notice to the Public, and Community Development Agency members conveyed the availability of the agenda, which was kept continuously current in the office of the Secretary and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the meeting.

Present for the meeting were: Community Development Agency Members– Tom Kobus, Bruce Meysenburg, Kevin Woita, Pat Meysenburg, Jessica Miller, Community Development Agency Secretary Tami Comte and City Attorney Michael Sands. Also present were Special Projects Coordinator Dana Trowbridge, and Deputy City Clerk Lori Matchett. CDA members John Vandenberg and Alan Zavodny were absent.

Vice-Chairman Tom Kobus informed the public of the "Open Meetings Act" posted on the west wall of the meeting room and asked those present to please silence their cell phones. He also asked that anyone addressing the Agency to introduce themselves.

Council member Kevin Woita made a motion to approve the minutes of the August 24, 2022, meeting of the CDA. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea, Alan Zavodny (Chair): Absent  
Yea: 5, Nay: 0, Absent: 2

Council President Tom Kobus stated that the next item on the agenda was declaration of redevelopment activities.

City Attorney Michael Sands said, "So, this is for the Northland TIF project. This is similar to the redevelopment contract that we addressed during the Council meeting. Since the CDA is really the sole actor and the CDA is going to be the one taking on the redevelopment activities and not the City, at least not in that capacity, it is a declaration instead of a contract. So, again, it allows them to issue the note to themselves and undertake those activities. A vote does not have to be taken. I'll answer any questions but if there's none then we can move on to the Resolution."

Council member Kevin Woita made a motion to pass and adopt Resolution No. 4-2022 CDA Approving a Declaration of Redevelopment Project for Northland Subdivision. Council Member Jessica Miller seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea, Alan Zavodny (Chair): Absent  
Yea: 5, Nay: 0, Absent: 2

**RESOLUTION NO. 4-2022 CDA**

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING A DECLARATION OF REDEVELOPMENT PROJECT UNDERTAKINGS FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY SAID AGENCY, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE NORTHLAND SUBDIVISION REDEVELOPMENT PROJECT"; AND AUTHORIZING ISSUANCE OF ITS TAX INCREMENT FINANCING PROMISSORY NOTE PURSUANT TO THE TERMS OF SAID DECLARATION.

WHEREAS, the Mayor and City Council of the City of David City, Nebraska (the "City"), previously approved a redevelopment plan entitled, "Redevelopment Plan for the Northland Subdivision Redevelopment Project"; and

WHEREAS, the Community Development Agency of the City (the "Agency"), has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of Declaration of Redevelopment Project Undertakings by the Agency, as redeveloper, with respect to the redevelopment project specified in the Plan (the "Declaration").

NOW, THEREFORE, BE IT RESOLVED, by the Agency, as follows:

Section 1. That the Declaration by the Agency, in the form presented, is hereby acknowledged and approved. The Agency Chairperson and Secretary are hereby authorized to execute said Declaration in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Chairperson of the Declaration, or any such documents, instruments, agreements or certifications relating to such matters contained in the Declaration, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

Section 2. That, no earlier than thirty (30) days after the adoption of this Resolution, the Agency is hereby authorized to issue that certain tax increment financing promissory note, in the principal amount of \$2,113,558, at a 2.0% rate of interest, as detailed in the Declaration, in substantially the same form as that set forth in Exhibit "D" of the Declaration (the "Note"), but with such changes as the Agency deems appropriate or necessary.

Section 3. That the Note shall be executed on behalf of the Agency by the Chairperson and Secretary, and shall be retained by the Agency in consideration of the Agency's expenditures under and pursuant to the Declaration which are eligible for reimbursement from tax increment financing.

Section 4. That the holder of the Note shall have a first-priority lien interest on all payments allocated to the Note, pursuant to and in conformance with the terms of the Declaration.

Section 5. That the Agency's administration of the Note shall be governed by the terms of this Resolution, the Declaration and the terms set forth in the Note.

Section 6. The Chairperson and Secretary, on behalf of the Agency, or any one of them, are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 7. This Resolution shall be in force and take effect from and after its adoption as provided by law.

INTRODUCED BY \_\_\_\_\_

PASSED AND ADOPTED THIS 14<sup>TH</sup> DAY OF SEPTEMBER, 2022.

\_\_\_\_\_  
VICE-CHAIRPERSON

ATTEST:

\_\_\_\_\_  
SECRETARY

**EXHIBIT "A"**  
**Declaration**

**DECLARATION OF REDEVELOPMENT PROJECT UNDERTAKINGS**  
**(The Northland Subdivision Redevelopment Project)**

This Declaration of Redevelopment Project Undertakings for the Northland Subdivision Redevelopment Project ("**Declaration**"), is made and entered into as of the \_\_\_\_\_, 2022 (the "**Effective Date**"), by the Community Development Agency of the City of David City, Nebraska (the "**Agency**").

**WITNESSETH:**

WHEREAS, pursuant to the Nebraska Community Development Law, Sections 18-2101, et seq. (the "**Act**"), the Mayor and City Council adopted and approved a plan entitled, "Redevelopment Plan for the Northland Subdivision Redevelopment Project" (the "**Plan**"); and

WHEREAS, pursuant to the Plan, the Agency intends to engage in certain redevelopment activities related to the construction of infrastructure improvements to support the development of a residential subdivision, as depicted on the preliminary site plans attached hereto and incorporated as Exhibit "B" (the "**Redevelopment Project**"), within a portion of the City of David City, Nebraska (the "**City**"), previously designated by the Mayor and City Council of the City as blighted and substandard and in need of redevelopment, as shown on Exhibit "A", attached hereto and incorporated herein (the "**Redevelopment Area**"), all as more particularly described in the Plan; and

WHEREAS, the Agency is the fee title owner of the Redevelopment Area; and

WHEREAS, the substantial investment necessary for the Redevelopment Project is not economically feasible without the assistance of tax-increment financing ("**TIF**"); and

WHEREAS, the Agency proposes to authorize, and via the adoption and execution of this Declaration, hereby does authorize issuance of its tax increment financing promissory note (the "**Note**") pursuant to the terms herein, to provide for reimbursement of eligible costs related to the Redevelopment Project; and

WHEREAS, the Agency requires financial assistance for the costs of the eligible improvements for the Redevelopment Project and therefore agrees to the conditions herein set forth.

NOW, THEREFORE, the Agency hereby declares, agrees, covenants and warrants as follows:

**Section 1. Representations, Warranties and Covenants of Agency.**

Agency hereby represents, covenants and warrants as follows:

- (a) The Agency is a political subdivision duly organized and existing under the laws of the State of Nebraska, and is authorized to enter into and perform its obligations under this Declaration.
- (b) Throughout the term of this Declaration, the Agency will reasonably endeavor to construct, operate and maintain the Redevelopment Project, to the extent owned by the Agency, in accordance with the terms of this Declaration and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).
- (c) The Agency shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by the Agency in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which excess ad valorem real property taxes ("**TIF Revenues**") are divided in relation to the Redevelopment Project.
- (d) The Agency shall endeavor to sell all buildable lots within the Redevelopment Area, created as part of the Redevelopment Project, to third parties for subsequent buildout of the private improvements in a diligent and expeditious manner.
- (e) Subsequent to the buildout of the private improvements within the Redevelopment Area by third-party developers, the Agency anticipates and intends for the creation of a taxable real property valuation of not less than \$225,000 with respect to the land and improvements associated with each tax lot therein (with respect to each tax lot, the "**Minimum Valuation**"), as determined by the appropriate assessing and taxing officials of Butler County, Nebraska, for purposes of local ad valorem real estate taxes.
- (f) Prior to the sale of any portion of the Redevelopment Area from the Agency to a third party, the Agency shall file covenants, conditions, restrictions and easements (the "**CCREs**") against the Redevelopment Area, which shall include, without limitation: (i) covenants requiring commencement of construction by third parties of the private improvements on a lot within a defined period of time after the sale of such lot from the Agency to the third party; (ii) terms prohibiting an owner of a lot within the Redevelopment Area from protesting the local ad valorem real estate tax valuation for such lot to an amount below the Minimum Valuation (iii) permanent utility, access, and other easements necessary for construction of the Redevelopment Project and subsequent buildout of the private improvements within the Redevelopment Area, as determined by the Agency in its discretion; (iv) restrictions and criteria related to the improvements constructed within the Redevelopment Area; (v) restrictions and criteria related to the use and ownership of the lots and improvements within the Redevelopment Area; and (vi) any other covenants, conditions, restrictions and/or easements deemed necessary by the Agency in relation to the Redevelopment Project, the Redevelopment Area, and/or the subsequent buildout of private improvements thereon, in the Agency's discretion.

**Section 2. Issuance of Note.**

In order to provide for payment of some of the eligible improvements for the Redevelopment Project set forth in the Plan and this Declaration, as described in Exhibit "C", attached hereto and incorporated herein (the "**Eligible Costs**"), the Agency shall proceed to issue its Note in the form attached hereto and incorporated herein as Exhibit "D", in the principal amount of \$2,113,558, at a 2.0% rate of interest, pursuant to the terms of the Note and this Declaration. The 2.0% rate of interest shall account for the natural, or inflationary, increases to property valuations over the course of the Redevelopment Project. The Agency shall issue the Note no earlier than thirty (30) days following the Agency's approval and adoption of this Declaration. The loan to be accomplished by this Section and the obligation of the Agency to use the TIF Revenues for redevelopment purposes under this Declaration shall be accomplished by offset so that the Agency retains the TIF Revenues in consideration of constructing the Redevelopment Project, and no bankable currency is exchanged upon issuance of the Note.

The Agency anticipates that the private improvements constructed by third-party developers upon the buildable lots created by the Redevelopment Project will be undertaken and constructed over the course of multiple years. The construction of the private improvements anticipated to be constructed upon the Redevelopment Area are not a part of the Agency's obligations with respect to the Redevelopment Project; however, it is the Agency's intent that construction of such private improvements by third parties will dictate establishment of the Phases (defined below), based upon the valuation increases that occur from the construction of private improvements on specific lots during a given year.

Prior to August 1 of each calendar year following completion of the Redevelopment Project, or portion thereof, the Agency shall identify any lots which incurred a material increase in taxable valuation due to the buildout (or partial buildout) of private improvements thereon. Any such lot(s) located within the Redevelopment Area which is/are identified in a given calendar year as having incurred a material increase in assessed valuation shall, pursuant to Section 18-2147 of the Act, be set forth in a "Notice to Divide Tax for Community Redevelopment Project" ("**NTD**"), which shall be filed by the Agency on or before August 1 of such calendar year with the office of the Butler County Assessor, without requirement of additional hearings or public notice. The lot or lots identified in a NTD for a particular year are referred to herein as a "**Phase**".

In accordance with Section 18-2147 of the Act, each Phase will have a different "**Effective Date**" (as defined in the Act) for the division of ad valorem taxes along with a distinct increment period of 15 years. The TIF Revenues for each Phase will be divided and collected upon the lot(s) making up the Phase, and distributed as debt service on the Note, until the expiration of the applicable 15 year period (with respect to each such Phase), or upon full payment of the Note, whichever occurs first. The Effective Date for each Phase shall be January 1 of the year such Phase is established via filing of a NTD with respect thereto.

The Note shall constitute a limited obligation of the Agency payable exclusively from the TIF Revenues pursuant to section 18-2147 of the Act. Prior to receipt of any TIF Revenues, the Agency, as paying agent and registrar of the Note, shall create a special fund established solely

to make payments on the Note (the "**TIF Fund**"). Upon receipt of the TIF Revenues, the Agency shall deposit the TIF Revenues into the TIF Fund, and thereafter disburse said TIF Revenues to the holder of the Note (but only from available TIF Revenues) at the times specified in the Note to provide for reimbursement of all or a portion of the Eligible Costs, to the extent paid by the Agency, as evidenced by paid invoices or other evidence retained by the Agency ("**Eligible Costs Certifications**"). The principal amount paid on the Note shall not exceed the aggregate amount of Eligible Costs expended by the Agency.

The Agency may treat the registered holder of the Note as the absolute owner of the Note for the purpose of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of the Note in accordance with the terms of this Declaration and the Note shall be valid and effectual and shall be a discharge of the Agency and its officers and agents, with respect of the liability upon the Note or claims for interest to the extent of the sum or sums so paid. The Agency shall keep current records of all payments on the Note and the outstanding balance of principal and interest on the Note, and such records shall be treated as determinative by interested parties and/or their assigns. The Agency may transfer or pledge the Note as collateral. The chairperson and secretary of the Agency, or any one of them, shall be authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Declaration.

**Section 3. Indemnification and Penal Bond**

The Agency shall procure a penal bond to the extent required under section 18-2151 of the Act.

**Section 4. Declaration Binding Upon Successors and Assigns.**

This Declaration is made for the benefit of the Agency, the City and the registered owners from time to time of the Note as third party beneficiaries. This Declaration shall be binding upon the Agency, and any successors or assigns thereof.

**Section 5. Law Governing.**

This Declaration shall be governed and construed in accordance with the laws of Nebraska.

**Section 6. Amendments; Termination.**

The Agency may, in its reasonable discretion, amend this Declaration from time to time. This Declaration shall automatically terminate upon the earlier of the date on which TIF Revenues for the Redevelopment Project are no longer collectable under Section 18-2147 of the Act or payment of all principal and interest owed toward the Note. If, at any time prior to the termination of this Declaration as set forth above, the Agency is unable to complete the Redevelopment Project, the Agency shall pay back any TIF Revenues received in excess of the Eligible Costs expended as of such date, to be returned to the county assessor for redistribution among the relevant taxing entities. Thereafter, this Declaration shall terminate and be of no further force or effect.

**Section 7. Force Majeure Event.**

The Agency shall not be considered in breach of, or in default in its obligations under this Declaration in the event that an enforced delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by the Agency that is proximately caused by acts of God, pandemics or epidemics, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency shall be extended for the period of the enforced delay.

IN WITNESS WHEREOF, the Agency has caused this Declaration to be executed by its duly authorized representatives as of the Effective Date.

COMMUNITY DEVELOPMENT AGENCY OF THE  
CITY OF DAVID CITY, NEBRASKA

By: \_\_\_\_\_  
Vice-Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF BUTLER     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, Vice-Chairperson, and \_\_\_\_\_, Secretary, of the Community Development Agency of the City of David City, Nebraska on behalf of the agency.

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



**Exhibit "A"**  
**Redevelopment Area**

**Legal Description:**

A tract of land located in Lots 6 and 7, David City Land and Lot Company's Suburban Lots, located in the SW1/4 SE1/4 of Section 18, Township 15 North, Range 3 East of the 6th P.M., Butler County, Nebraska, described as follows: Beginning at a point on the South line of said Lot 7, said point being 130.74 feet East of the Southwest corner of said Lot 7, and assuming the West line of said Lot 7 to have a bearing of N00°23'53"E; thence N00°32'08"E, 449.25 feet; thence N89°35'57"W, 131.54 feet, to a point on the West line of said Lot 7; thence N00°23'53"E, 788.63 feet, to the Northwest corner of said Lot 7; thence N89°43'00"E, 638.12 feet, to the Northeast corner of said Lot 6; thence S00°20'16"W, 796.95 feet, on the East line of said Lot 6, to a point on the North line of Sypal East Addition to David City; thence N89°30'38"W, 447.27 feet, to the Northwest corner of said Sypal East Addition; thence S00°33'20"W, 449.37 feet, to the Southwest corner of said Sypal East Addition; thence N89°27'18"W, 60.00 feet, to the Point of Beginning

\* Subsequent to the approval of this Declaration, the Redevelopment Area, or a portion thereof, may be subdivided or replatted. Subsequent to said subdivision or replat, the above legal description shall automatically be replaced with the legal description provided in the subdivision or replat of the Redevelopment Area approved by the City.

**Exhibit "B"**  
**Redevelopment Project Preliminary Plans**



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

**Exhibit "C"**  
**Projected TIF Uses**

**Eligible Costs/Projected TIF Uses**

Acquisition:	\$285,092
Site Work:	\$225,500
Dewatering for Utilities:	\$140,000
Sewer:	\$222,100
Water:	\$320,700
Paving:	\$651,000
Gas:	\$37,000
Electrical & Street Lighting:	\$291,355
Engineering:	\$212,895
Legal:	\$20,000
Financing:	\$756,965
Contingencies (10%):	\$210,055
<b>TOTAL:</b>	<b>\$3,372,662</b>

\* The above figures are only estimates of the Eligible Costs, and such actual costs may vary.

\*\* All Eligible Costs contemplated in the Plan or allowed under the Act, which are not otherwise specified herein, shall be included as Eligible Costs for purposes of this Declaration under this Exhibit "C".

**Exhibit "D"**  
**The Note**

(See Attached)

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "'33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF DAVID CITY PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF DAVID CITY TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

**TAX INCREMENT FINANCING PROMISSORY NOTE**  
(The Northland Subdivision Redevelopment Project)

\$2,113,558 \_\_\_\_\_, 2022

FOR VALUE RECEIVED, the undersigned, Community Development Agency of the City of David City, Nebraska (hereinafter known as "Agency"), promises to pay the registered holder of this note, as notated below ("Holder"), and/or its assigns, the principal sum of Two Million One Hundred Thirteen Thousand Five Hundred Fifty-Eight and No/100 Dollars (\$2,113,558), together with interest thereon at the rate of 2.00% per annum, in accordance with the terms of that certain Declaration dated \_\_\_\_\_, 2022 (the "Declaration"), until such time that excess ad valorem taxes generated in the "Redevelopment Area" (as set forth in the Declaration) can no longer be divided and pledged towards the payment of this Note under the Nebraska Community Development Law, sections 18-2101 et seq., of the Nebraska Revised Statutes (the "Act"), or until this Tax Increment Financing Promissory Note ("Note") is paid in full, whichever occurs first. The principal balance and interest thereon shall be due and payable on this Note as and at such time as any excess ad valorem taxes generated in the Redevelopment Area are collected by the Agency and available for the retirement of this debt.

All terms of the Declaration authorizing the issuance of this Note are hereby incorporated and adopted by this Note as if specifically set forth herein. To the extent the terms of this Note conflict with the Declaration, the terms of this Note shall control.

In the event of default under this Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to five percent (5%) above the prime rate as published by the Wall Street Journal from time-to-time; however, in the event said interest rate exceeds the maximum rate allowable by law, then such rate of interest shall equal the highest legal rate available.

The Agency may prepay the principal amount outstanding in whole or in part, without penalty or the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Declaration are insufficient to pay in full all amounts due and owing after all excess ad valorem taxes pledged towards this Note, as set forth in the Declaration, have been collected by the Agency and paid, within a reasonable time after becoming available, towards the retirement of the amounts due hereunder, then the Holder shall waive any unpaid portion of the principal and interest due

hereon. Notwithstanding the foregoing, the Agency shall not be obligated to make more than two payments on this Note, at least five months apart, during any single calendar year.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Agency shall be in default in the event the Agency shall fail to pay, when due, any amount required hereunder.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE AGENCY. THE HOLDER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH HOLDER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE AGENCY.

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

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Agency or the Holder shall be in writing and shall be given by regular mail to the Holder or Agency, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

IN WITNESS WHEREOF, the Chairperson and Secretary of the Agency have caused this Note to be executed on behalf of the Agency, all as of the Dated Date shown below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

COMMUNITY DEVELOPMENT AGENCY OF THE  
 CITY OF DAVID CITY, NEBRASKA

ATTEST:

By: (Sample – Do Not Sign)  
 Chairperson

(Sample – Do Not Sign)  
 Secretary

PROVISION FOR REGISTRATION

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

Date of Registration	Name of Registered Owner	Signature of Paying Agent
_____, 2022	The Community Development Agency of the City of David City, Nebraska	(Sample – Do Not Sign)

Council member Kevin Woita made a motion to pass and adopt Resolution No. 5-2022 CDA Approving a Redevelopment Contract for Sewage Treatment Facilities District TIF Project. Council Member Bruce Meysenburg seconded the motion. The motion carried.  
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea, Alan Zavodny (Mayor): Absent  
Yea: 5, Nay: 0, Absent: 2

### **RESOLUTION NO. 5-2022 CDA**

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY THE CITY OF DAVID CITY, NEBRASKA, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE NORTHWEST REDEVELOPMENT AREA (SEWAGE TREATMENT FACILITIES DISTRICT TIF PROJECT)"; AND AUTHORIZING ISSUANCE OF ITS TAX INCREMENT FINANCING PROMISSORY NOTE PURSUANT TO THE TERMS OF THE REDEVELOPMENT CONTRACT.

WHEREAS, the Mayor and Council of the City of David City, Nebraska (the "City"), previously approved a redevelopment plan entitled "Redevelopment Plan for the Northwest Redevelopment Area (Sewage Treatment Facilities District TIF Project)" (the "Plan"); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Agency, as follows:

Section 1. That the Redevelopment Contract by and between the Agency and the City, in the form presented, is hereby acknowledged and approved. The Agency Chairperson and Secretary are hereby authorized to execute said Redevelopment Contract in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Chairperson of the Redevelopment Contract, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Contract, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

Section 2. That, no earlier than thirty (30) days after the adoption of this Resolution, the Agency is hereby authorized to issue that certain tax increment financing promissory note, in the principal amount of \$799,615 at a 0.0% rate of interest, as detailed in the Redevelopment Contract, in substantially the same form as that set forth in Exhibit "D" of the Redevelopment Contract (the "Promissory Note"), but with such changes as the Agency deems appropriate or necessary.



Section 3. That the Promissory Note shall be executed on behalf of the Agency by the Chairperson and Secretary, and shall be delivered to City in consideration of the City's expenditures under and pursuant to the Redevelopment Contract which are eligible for reimbursement from tax increment financing.

Section 4. That the City shall have a first-priority lien interest on all payments allocated to the Promissory Note, pursuant to and in conformance with the terms of the Redevelopment Contract.

Section 5. That the Agency's administration of the Promissory Note shall be governed by the terms of this Resolution, the Redevelopment Contract and the terms set forth in the Promissory Note.

Section 6. The Chairperson and Secretary, on behalf of the Agency, or any one of them, are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 7. This Resolution shall be in force and take effect from and after its adoption as provided by law.

INTRODUCED BY \_\_\_\_\_

PASSED AND ADOPTED THIS 14<sup>TH</sup> DAY OF SEPTEMBER, 2022.

\_\_\_\_\_  
VICE-CHAIRPERSON

ATTEST:

\_\_\_\_\_  
SECRETARY

**EXHIBIT "A"**  
**Redevelopment Contract**

**REDEVELOPMENT CONTRACT**

**(Northwest Redevelopment Area – Sewage Treatment Facilities District TIF Project)**

This Redevelopment Contract for the Northwest Redevelopment Area – Sewage Treatment Facilities District TIF Project ("**Redevelopment Contract**") is made and entered into as of the \_\_\_\_\_, 20\_\_\_\_, by and between the Community Development Agency of the City of David City, Nebraska (the "**Agency**") and the City of David City, Nebraska ("**City**"). The Agency and/or City may be referred to hereinafter as the "**Party**" or collectively as the "**Parties**".

**WITNESSETH:**

WHEREAS, pursuant to the Nebraska Community Development Law, Sections 18-2101, et. seq. (the "**Act**") the Mayor and City Council adopted and approved a plan entitled, "Redevelopment Plan for the Northwest Redevelopment Area (Sewage Treatment Facilities District TIF Project)" (the "**Plan**"); and

WHEREAS, pursuant to the Plan, the City intends to engage in certain development activities related to the construction of new sewage treatment facilities for use by the City and its residents (the "**Redevelopment Project**"), as depicted on the preliminary site plans attached hereto and incorporated as Exhibit "B", all as more particularly described in the Plan;

WHEREAS, the current sewage treatment facilities are outdated and cannot adequately serve the City's current and future needs;

WHEREAS, the City anticipates growth within the community redevelopment area (as defined in the Act), designated by the Mayor and City Council as blighted and substandard and in need of redevelopment, and commonly referred to as "Northwest Redevelopment Area" (the "**Redevelopment Area**"), as described on Exhibit "A"<sup>1</sup>, attached hereto and incorporated herein;

WHEREAS, the sewage treatment facilities constructed as part of the Redevelopment Project are necessary to serve the Redevelopment Area and the future growth anticipated therein;

WHEREAS, the substantial investment necessary for the Redevelopment Project is not economically feasible without the assistance of tax-increment financing ("**TIF**"); and

WHEREAS, the Agency proposes to authorize, and via the adoption and execution of this Redevelopment Contract, hereby does authorize issuance of its tax increment financing promissory note (the "**Note**") pursuant to the terms herein, to provide for eligible costs relating to the Redevelopment Project; and

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<sup>1</sup> Certain parcels in the Northwest Redevelopment Area that are subject to existing (stand-alone) TIF projects are excluded from the Redevelopment Area, and any references thereto, for the purpose of this Redevelopment Contract.

WHEREAS, in conformance with sections 18-2107(8), 18-2107(10), and 18-2107(13) of the Act, the excess ad valorem real property taxes ("**TIF Revenues**") used to fund, in part, the Redevelopment Project, shall be derived from all real property within the Redevelopment Area based upon the natural property valuation increases thereon, estimated to equal approximately 2.0% per year; and

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

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

**Section 1. Representations, Warranties and Covenants of City.**

City hereby represents, covenants and warrants as follows:

- (a) The City is a Nebraska municipal corporation duly organized and existing under the laws of the State of Nebraska, and is authorized to enter into and perform its obligations under this Redevelopment Contract.
- (b) Throughout the term of this Redevelopment Contract, City will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Contract and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).
- (c) The City shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by the City in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which TIF Revenues are divided in relation to the Redevelopment Project.

**Section 2. Incorporation of Plan; Agency to Issue Note.**

This Redevelopment Contract hereby incorporates the Plan by this reference. In order to provide for payment of some of the eligible improvements for the Redevelopment Project set forth in the Plan and this Redevelopment Contract, as described in Exhibit "C", attached hereto and incorporated herein (the "**Eligible Costs**"), the Agency shall proceed to issue its Note in the form attached hereto and incorporated herein as Exhibit "D", in the principal amount of \$799,615, at a 0.0% rate of interest, pursuant to the terms of the Note and this Redevelopment Contract. In consideration of the City undertaking the Redevelopment Project, the Agency shall issue the Note to the City no earlier than thirty (30) days following the Agency's approval and adoption of this Redevelopment Contract. At closing of the Note, the loan to be accomplished by this Section and the obligation of the Agency to use the incremental ad valorem real estate taxes collected within Redevelopment Area (the "**TIF Revenues**") for redevelopment purposes under this Redevelopment Contract may be accomplished by offset so that the City retains the

TIF Revenues in consideration of constructing the Redevelopment Project, and no bankable currency is exchanged at closing of the Note.

The "effective date" (as defined in the Act) for the division of ad valorem real property taxes as provided under the Act shall be January 1, 2022. The "redevelopment project valuation" (as defined in the Act) shall be the assessed value attributable to the Redevelopment Area on January 1, 2021.

The Note shall constitute a limited obligation of the Agency payable exclusively from the TIF Revenues pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) years from the effective date. Prior to receipt of any TIF Revenues, the Agency, as paying agent and registrar of the Note, shall create a special fund established solely to make payments on the Note (the "**TIF Fund**"). Upon receipt of the TIF Revenues, the Agency shall deposit the TIF Revenues into the TIF Fund, and thereafter disburse said TIF Revenues to the holder of the Note (but only from available TIF Revenues) at the times specified in the Note to provide for reimbursement of all or a portion of the Eligible Costs, to the extent paid by City, as evidenced by paid invoices or other evidence acceptable to the Agency ("**Eligible Costs Certifications**"). The principal amount paid on the Note shall not exceed the aggregate amount of Eligible Costs expended by the City. Each such reimbursement hereunder shall be and constitute a grant to the City made under the terms of this Redevelopment Contract and the Act. The City may, at its option, submit one or more partial Eligible Costs Certifications prior to expenditure of all Eligible Costs providing certification of receipt of billings for work in progress. All Eligible Costs Certifications shall be subject to review and approval by the Agency.

The Agency may treat the registered holder of the Note as the absolute owner of the Note for the purpose of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of the Note in accordance with the terms of this Redevelopment Contract and the Note shall be valid and effectual and shall be a discharge of the Agency and its officers and agents, in respect of the liability upon the Note or claims for interest to the extent of the sum or sums so paid. The Agency shall keep current records of all payments on the Note and the outstanding balance of principal and interest on the Note, and such records shall be treated as determinative by the Parties and/or their assigns. The City may transfer or pledge the Note as collateral upon prior written notice to the Agency, accompanied by such documentation effectuating such transfer or pledge, in accordance with such other requirements as may be set forth in the Note. At any time, the Agency shall have the option of prepaying in whole or in part principal of the Note. The chairperson and secretary of the Agency, or any one of them, shall be authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Redevelopment Contract.

Unless otherwise determined by the Agency, the proceeds of the Note shall be applied to the Eligible Costs in the manner described above.

### **Section 3. Sale of Note**

Purchase of the Note by the City, and the obligation of the Agency to remit the TIF Revenues for the Redevelopment Project as debt service on the Note, may be accomplished by

offset in consideration of the City's warranties and obligations hereunder so that no bankable currency is exchanged between the Parties at closing of the Note.

**Section 4. Indemnification and Penal Bond**

The City shall procure a penal bond to the extent required under section 18-2151 of the Act.

**Section 5. Additional Parties Added as Redeveloper.**

The Parties specifically agree that additional parties or entities may be admitted to and included as redeveloper(s) of the Redevelopment Project upon the mutual written consent of both Parties.

**Section 6. Redevelopment Contract Binding Upon Successors and Assigns.**

This Redevelopment Contract is made for the benefit of the City, the Agency and the registered owners from time to time of the Note as third party beneficiaries. This Redevelopment Contract shall be binding upon the Agency and the City, and any successors or assigns thereof.

**Section 7. Titles of Sections.**

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

**Section 8. Severability.**

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

**Section 9. Counterparts.**

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

**Section 10. Law Governing.**

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

**Section 11. Time of the Essence.**

Time shall be of the essence for this Redevelopment Contract.

**Section 12. Termination.**

This Redevelopment Contract shall commence as of the date first above written and shall terminate upon the earlier of the date on which TIF Revenues for the Redevelopment Project are no longer collectable under Section 18-2147 of the Act or payment of all principal and interest owed toward the Note. If, at any time prior to the termination of this Redevelopment Contract as set forth above, the City is unable to complete the Redevelopment Project in satisfaction of its obligations under this Redevelopment Contract, the City shall provide written notice to the Agency stating the same, and the City shall pay back to the Agency any TIF Revenues received in excess of the Eligible Costs expended as of such date, to be returned to the county assessor for redistribution among the relevant taxing entities. Thereafter, this Redevelopment Contract shall terminate, and neither the City nor Agency shall have any further rights, obligations or liabilities hereunder.

**Section 13. Force Majeure Event.**

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

**Section 14. Effect of Redevelopment Contract.**

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

(Signatures on following pages)

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

COMMUNITY DEVELOPMENT AGENCY OF THE  
CITY OF DAVID CITY, NEBRASKA

By: \_\_\_\_\_  
Vice-Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF BUTLER     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, Vice-Chairperson, and \_\_\_\_\_, Secretary, of the Community Development Agency of the City of David City, Nebraska on behalf of the agency.

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

CITY OF DAVID CITY, NEBRASKA

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

ATTEST:

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

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF BUTLER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, Council President, and \_\_\_\_\_, City Clerk, of the City of David City, Nebraska, on behalf of the city.

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



**Exhibit "A"**  
**Redevelopment Area**

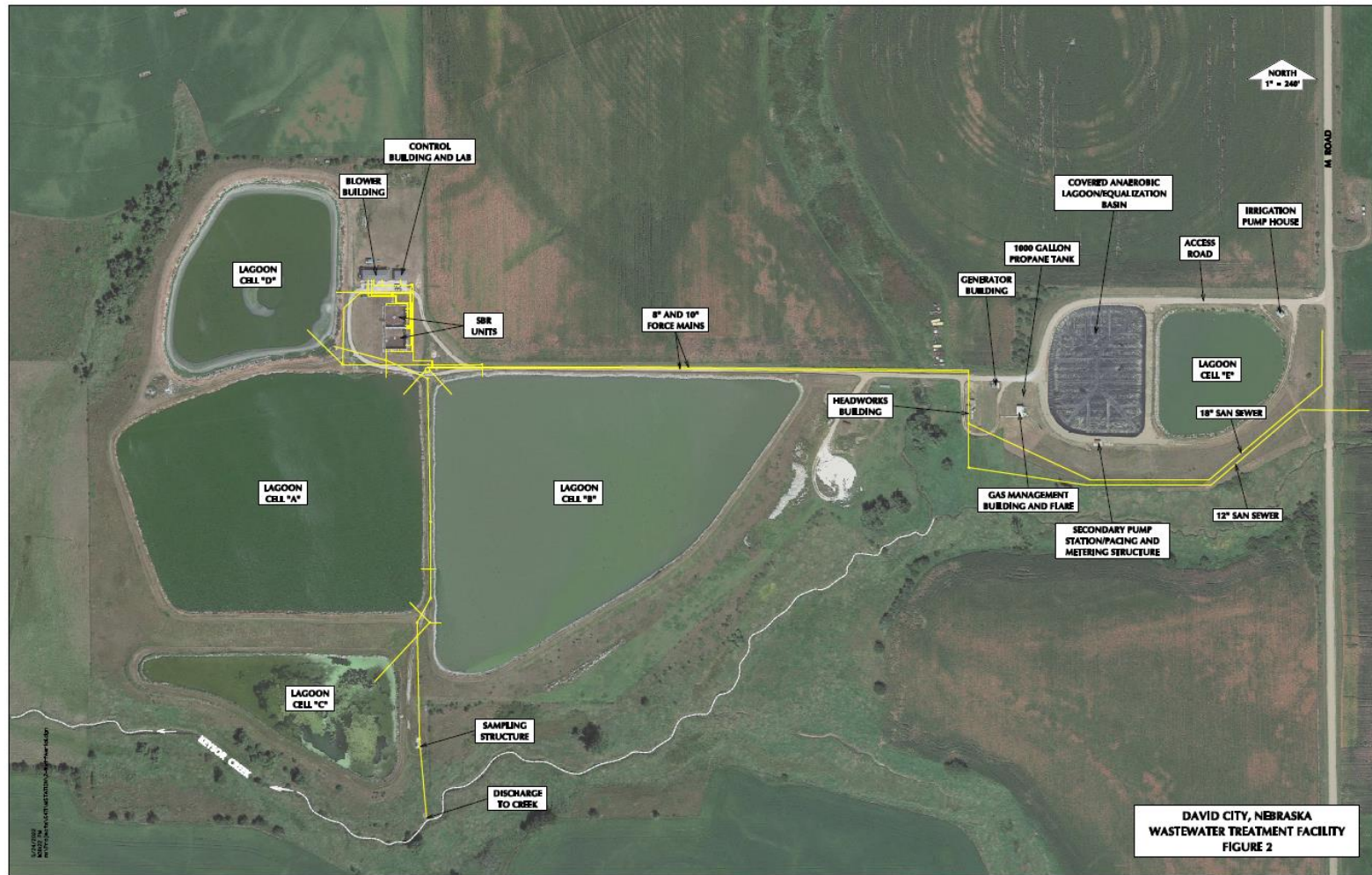
**Legal Description:**

The Point of Beginning is northeast corner of a parcel referred to 18-15-3 David City 18-15-3 NW1/4 (PID 120008566), thence westerly along the north property line of said lot and continuing to the NW corner of a parcel referred to as 18-15-3 David City 18-15-3 PT NW1/4 (PID 120008569), thence, southerly along the west property line of said parcel to the intersection with the BNSF Railroad right-of-way and following said right-of-way to the south property line of said parcel, thence easterly along the south property line of said parcel, and continuing easterly along the south property line of a parcel referred to as 18-15-3 David City 18-15-3 PT SE1/4NW1/4 (PID 120008565) to the SE corner of said parcel; thence, southerly along the east property line of said parcel and continuing southerly along the west property lines of lots to the SW corner of a parcel referred to as 18-15-3 David City 18-15-3 PT NE1/4SW1/4 (PID 120008579); thence, westerly along the north right-of-way line of Timplte Parkway and continuing to the NW corner of said right-of-way; thence, southerly along the west right-of-way line of Timplte Parkway to the intersection with the NE corner of a parcel referred to as 18-15-3 David City PT of Lots 8-13, Blk 1, and Schmids Addition and vacated "S" Street; thence westerly along the northern property line of said parcel to the NW corner of said parcel; thence, northerly along the east property line of a parcel referred to as 18-15-3 Lots 1, 3-7, PT of Lots 8-13, Blk 1 Schmids Addition and PT of vacated "S" Street to the NE corner of said parcel; thence, westerly along the north property line of said parcel to the NW corner; thence, southerly along the west property line of said parcel to the intersection with the BNSF Railroad right-of-way and following said right-of-way to the intersection with the SW corner of a parcel referred to as 19-15-3 David City S 80.2' of Lot 1, Blk 2 Hilgers Addition, thence, easterly along the south right-of-way line of "N" Street and continuing to the intersection with the centerline of "5th" Street; thence northerly along said centerline to the intersection with the centerline of "O" Street; thence, easterly along said centerline to the extended east property line of a parcel referred to as 18-15-3 David City PT Lot 7 DC Land and Lot Company's Suburban Lots; thence northerly along the east property line of said parcel to the NE corner of the parcel; thence, westerly along the north property line of said parcel to the intersection with the east property line of a parcel referred to as 18-15-3 David City 18-15-3 PT of Lot 8 in S1/2SE1/4 and PT Lot 7 DC Land and Lot Company's Suburban Lots; thence, northerly along said east property line and continuing northerly along the east property lines to the NE corner of a parcel referred to as 18-15-3 David City 18-15-3 PT Lot 8 DC Land and Lot Company's Suburban Lots; thence, westerly along the north property line of said parcel to the intersection with the west right-of-way of Nebraska Highway 15; thence, northerly along the west right-of-way line of Nebraska Highway 15 and continuing northerly to the POB; excluding a parcel referred to as 18-15-3 David City 18-15-3 PT NW1/4 (PID 120008567).

\* Subsequent to the approval of this Redevelopment Contract, the Redevelopment Area, or a portion thereof, may be subdivided or replatted. After said subdivision or replat, the above

legal description shall be replaced with the legal description provided in the subdivision or replat of the Redevelopment Area approved by the City.

### Exhibit "B" Redevelopment Project Preliminary Plans



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

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

**Projected TIF Sources:**

Assumptions:

Base Tax Amount of Redevelopment Area	\$18,547,195
Post-Redevelopment Valuation	See below chart
Tax Levy	1.65%
Annual Increase to Assessed Valuation	2%
Tax Increment Generated	\$799,615

Amortization:

DATE	Total Taxable Valuation	Less Pre-Development Base	TIF Taxable Valuation	Tax Levy	Tax Revenues	Treasurer's 1% Collection Fee	Revenues Available For TIF Loan
0	\$ 18,547,195						
0.5	\$ 18,918,139	\$ 18,547,195	\$ 370,944	1.65000	\$ 3,055	\$ 31	\$ 3,024
1	\$ 18,918,139	\$ 18,547,195	\$ 370,944	1.65000	\$ 3,060	\$ 31	\$ 3,029
1.5	\$ 19,296,502	\$ 18,547,195	\$ 749,307	1.65000	\$ 6,182	\$ 62	\$ 6,120
2	\$ 19,296,502	\$ 18,547,195	\$ 749,307	1.65000	\$ 6,182	\$ 62	\$ 6,120
2.5	\$ 19,682,432	\$ 18,547,195	\$ 1,135,237	1.65000	\$ 9,366	\$ 94	\$ 9,272
3	\$ 19,682,432	\$ 18,547,195	\$ 1,135,237	1.65000	\$ 9,366	\$ 94	\$ 9,272
3.5	\$ 20,076,080	\$ 18,547,195	\$ 1,528,885	1.65000	\$ 12,613	\$ 126	\$ 12,487
4	\$ 20,076,080	\$ 18,547,195	\$ 1,528,885	1.65000	\$ 12,613	\$ 126	\$ 12,487
4.5	\$ 20,477,602	\$ 18,547,195	\$ 1,930,407	1.65000	\$ 15,926	\$ 159	\$ 15,767
5	\$ 20,477,602	\$ 18,547,195	\$ 1,930,407	1.65000	\$ 15,926	\$ 159	\$ 15,767
5.5	\$ 20,887,154	\$ 18,547,195	\$ 2,339,959	1.65000	\$ 19,305	\$ 193	\$ 19,112
6	\$ 20,887,154	\$ 18,547,195	\$ 2,339,959	1.65000	\$ 19,305	\$ 193	\$ 19,112
6.5	\$ 21,304,897	\$ 18,547,195	\$ 2,757,702	1.65000	\$ 22,751	\$ 228	\$ 22,523
7	\$ 21,304,897	\$ 18,547,195	\$ 2,757,702	1.65000	\$ 22,751	\$ 228	\$ 22,523
7.5	\$ 21,730,995	\$ 18,547,195	\$ 3,183,800	1.65000	\$ 26,266	\$ 263	\$ 26,003
8	\$ 21,730,995	\$ 18,547,195	\$ 3,183,800	1.65000	\$ 26,266	\$ 263	\$ 26,003
8.5	\$ 22,165,615	\$ 18,547,195	\$ 3,618,420	1.65000	\$ 29,852	\$ 299	\$ 29,553
9	\$ 22,165,615	\$ 18,547,195	\$ 3,618,420	1.65000	\$ 29,852	\$ 299	\$ 29,553
9.5	\$ 22,608,927	\$ 18,547,195	\$ 4,061,732	1.65000	\$ 33,509	\$ 335	\$ 33,174
10	\$ 22,608,927	\$ 18,547,195	\$ 4,061,732	1.65000	\$ 33,509	\$ 335	\$ 33,174
10.5	\$ 23,061,106	\$ 18,547,195	\$ 4,513,911	1.65000	\$ 37,240	\$ 372	\$ 36,868
11	\$ 23,061,106	\$ 18,547,195	\$ 4,513,911	1.65000	\$ 37,240	\$ 372	\$ 36,868
11.5	\$ 23,522,328	\$ 18,547,195	\$ 4,975,133	1.65000	\$ 41,045	\$ 410	\$ 40,635
12	\$ 23,522,328	\$ 18,547,195	\$ 4,975,133	1.65000	\$ 41,045	\$ 410	\$ 40,635
12.5	\$ 23,992,774	\$ 18,547,195	\$ 5,445,579	1.65000	\$ 44,926	\$ 449	\$ 44,477
13	\$ 23,992,774	\$ 18,547,195	\$ 5,445,579	1.65000	\$ 44,926	\$ 449	\$ 44,477
13.5	\$ 24,472,630	\$ 18,547,195	\$ 5,925,435	1.65000	\$ 48,885	\$ 489	\$ 48,396
14	\$ 24,472,630	\$ 18,547,195	\$ 5,925,435	1.65000	\$ 48,885	\$ 489	\$ 48,396
14.5	\$ 24,962,083	\$ 18,547,195	\$ 6,414,888	1.65000	\$ 52,923	\$ 529	\$ 52,394
15	\$ 24,962,083	\$ 18,547,195	\$ 6,414,888	1.65000	\$ 52,923	\$ 529	\$ 52,394
	=====	=====	=====		-----	-----	-----
					\$807,693	\$8,078	\$799,615

**Eligible Costs/Projected TIF Uses**

<b>COST CLASSIFICATION</b>	<b>ESTIMATED TOTAL COST</b>
1. Administrative and legal expenses	175,000
2. Land, structures, right-of-ways, appraisals, etc.	
3. Relocation expenses and payments	
4. Architectural and engineering fees	775,000
5. Project inspection fees	700,000
6. Site work, demolition and removal	
7. Construction	9,500,000
8. Equipment	
9. Miscellaneous	
<b>10 SUBTOTAL</b> (sum of lines 1-9)	<b>11,150,000</b>
11. Contingencies	1,850,000
<b>12. SUBTOTAL</b> (sum of lines 10-11)	<b>13,000,000</b>
13. Less project (program) income	0
<b>14. TOTAL PROJECT COSTS</b> (line 12 minus 13)	<b>13,000,000</b>

\* The above figures are only estimates of the Eligible Costs, and such actual costs may vary, as will be reflected in the Eligible Costs Certifications required under Section 2 of the Redevelopment Contract.

\*\* All Eligible Costs contemplated in the Plan or allowed under the Act, which are not otherwise specified herein, shall be included as Eligible Costs for purposes of this Redevelopment Contract under this Exhibit "C".

**Exhibit "D"**  
**The Note**

(See Attached)

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "'33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF DAVID CITY PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF DAVID CITY TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

**TAX INCREMENT FINANCING PROMISSORY NOTE**

(Northwest Redevelopment Area – Sewage Treatment Facilities District TIF Project)

\$799,615.00 \_\_\_\_\_, 2022

FOR VALUE RECEIVED, the undersigned, Community Development Agency of the City of David City, Nebraska (hereinafter known as "Agency"), promises to pay the City of David City, Nebraska ("Holder"), and/or its assigns, the principal sum of Seven Hundred Ninety-Nine Thousand Six Hundred Fifteen and No/100 Dollars (\$799,615.00), together with interest thereon at the rate of 0.00% per annum, in accordance with the terms of that certain Redevelopment Contract dated \_\_\_\_\_, 2022 (the "Redevelopment Contract"), as between the Agency and Holder, until January 1, 2038, or until this Tax Increment Financing Promissory Note ("Note") is paid in full, whichever occurs first. The principal balance and interest thereon shall be due and payable on this Note as and at such time as any excess ad valorem taxes generated in the "Redevelopment Area" (as set forth in the Redevelopment Contract) are collected by the Agency and available for the retirement of this debt.

All terms of the Redevelopment Contract authorizing the issuance of this Note are hereby incorporated and adopted by this Note as if specifically set forth herein. To the extent the terms of this Note conflict with the Redevelopment Contract, the terms of this Note shall control.

In the event of default under this Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to five percent (5%) above the prime rate as published by the Wall Street Journal from time-to-time; however, in the event said interest rate exceeds the maximum rate allowable by law, then such rate of interest shall equal the highest legal rate available.

The Agency may prepay the principal amount outstanding in whole or in part, without penalty or the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Contract are insufficient to pay in full all amounts due and owing after all excess ad valorem taxes pledged towards this Note, as set forth in the Redevelopment Contract, have been collected by the Agency and paid, within a reasonable time after becoming available, towards the retirement of the amounts due hereunder, then the Holder shall waive any unpaid portion of the principal and interest due hereon. Notwithstanding the foregoing, the Agency shall not be obligated to make more than two payments on this Note, at least five months apart, during any single calendar year.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Agency shall be in default in the event the Agency shall fail to pay, when due, any amount required hereunder.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT OF THE AGENCY. THE HOLDER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH HOLDER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE AGENCY.

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

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Agency or the Holder shall be in writing and shall be given by regular mail to the Holder or Agency, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the Laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

IN WITNESS WHEREOF, the Chairperson and Secretary of the Agency have caused this Note to be executed on behalf of the Agency, all as of the Dated Date shown below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.



COMMUNITY DEVELOPMENT AGENCY OF THE  
CITY OF DAVID CITY, NEBRASKA

ATTEST:

By: (Sample – Do Not Sign)  
Chairperson

(Sample – Do Not Sign)  
Secretary

Council member Kevin Woita made a motion to approve a Redevelopment Contract with the City of David City for the Northwest Redevelopment Area (Sewage Treatment Facilities District TIF Plan). Council Member Tom Kobus seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea, Alan Zavodny (Mayor): Absent  
Yea: 5, Nay: 0, Absent: 2

Council member Jessica Miller made a motion to approve the final covenants/restrictions on lot sales in the Northland Subdivision. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea, Alan Zavodny (Mayor): Absent  
Yea: 5, Nay: 0, Absent: 2

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(The above space for use of Register of Deeds)

AFTER RECORDING, RETURN TO:  
Baird Holm LLP  
David C. Levy  
1700 Farnam Street, Suite 1500  
Omaha, Nebraska 68102-2068

**DECLARATION OF IRREVOCABLE RESTRICTIVE COVENANT**

**THIS DECLARATION OF IRREVOCABLE RESTRICTIVE COVENANT** (this “Declaration”) is executed and effective this \_\_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date”), by \_\_\_\_\_ (“Declarant”).

WHEREAS, Declarant owns certain real estate located in Butler County, Nebraska legally described on Exhibit A, attached hereto and incorporated herein (the “Subdivision”); and

WHEREAS, Declarant owns the Subdivision and wishes to place use and development restrictions on each lot (each a "Lot") of the Subdivision; and

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Declarant hereby declares, covenants and agrees as follows:

ARTICLE I  
RESTRICTIONS AND COVENANTS

1. Run with the Land. Each one of these restrictive covenants is for the benefit of the Declarant as the owner of the Subdivision and each successor owner(s) of any Lot within the Subdivision or any portion thereof (individually and collectively, the "Owner"). All restrictive covenants imposed upon the Subdivision are restrictive covenants running with the land and with each and every part thereof and shall bind all Owners and any assigns and successors in interest of such Owners and any lessees, tenants and other occupants of any building thereon.

2. Purchase Limitations. No Owner may own more than two (2) Lots at once. Owner broadly means a natural person, his or her immediate family as defined below, and any company or corporation in which any of those persons or any combination of those persons may have a controlling interest.

3. Single-Family Residential. Each Lot, except any Lot containing a Townhouse Unit ("Townhouse Unit") or outlots being used as a public space, shall be used exclusively for single-family residential purposes.

4. Owner-Occupied. Each Lot, except Lots containing Townhouse Units, must be owner-occupied and Owner may not lease to any party other than Owner or such Owner's immediate family or allow any party other than Owner or such Owner's immediate family occupy the Lot. For purposes of this Declaration, an Owner's "immediate family" shall mean the Owner's spouse, life partner, children or stepchildren, parents, siblings, stepparents, grandparents or grandchildren. Lots containing Townhouse Units must be owner-occupied in one (1) unit. Owner may lease the adjoining unit.

5. Commence Construction. Owner shall commence construction within 180 days of the effective date of the purchase agreement transferring ownership of the Lot. Owner shall not allow any excavation dirt to be spread across any Lot so as to change the grade of any Lot in a way that has an adverse effect on another Lot or changes the intended drainage for such Lot or the Subdivision. If Owner does not commence construction within 180 days of the effective date of the purchase agreement transferring ownership of the Lot, Declarant may retake ownership of the Lot by paying Owner ninety percent (90%) of the original purchase price.

6. Substantial Completion. Owner shall substantially complete construction activities within twenty (20) months of the purchase date. If Owner does not substantially complete construction activities within twenty (20) months, Declarant shall charge Owner one and one half (1.5) times the cost of the building permit for every month beyond the twenty (20) months it takes Owner to achieve substantial completion. For purposes of this Declaration, substantial completion shall mean the completion of construction to the extent that Owner can obtain a temporary certificate of occupancy.

7. Exterior Construction Materials. Any fence, garage, outbuilding or other permanent improvement (an "Improvement") constructed outside of a single-family residence must be consistent with the character and color of the single-family residence on such Lot. Owner shall construct any such Improvement(s) with high quality materials to protect the value, character, integrity and residential quality of the Lots and Subdivision

8. Manufactured Homes. Owner shall not place any manufactured home as defined by the Nebraska Revised Statutes section 71-4603 on any Lot. This Section 8 does not apply to homes built in sections and assembled upon a permanent foundation on the Lot.

9. Trash Removal. Owner shall not permit any incinerator or trash burners on any Lot. Owner shall not permit any fuel tanks on the Lot unless completely screened from view. Owner shall not store garden, lawn or maintenance equipment outside of any dwelling or suitable storage facility, except when in actual use. Owner shall not deposit visible garage, refuge, rubbish or cuttings on any street, road or Lot

10. Chattel Restrictions. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall remain stationary on any part of a Lot, other than in an enclosed structure, for more than twenty-four (24) consecutive hours. With respect to the foregoing, "remain stationary" shall mean that such chattel remains on a Lot or public right-of-way adjacent thereto without Owner moving it outside the Subdivision. No person shall park or store a motor vehicle outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. No dumpster shall remain on any Lot for more than thirty (30) consecutive days, except in the case of a permitted construction project.

11. Vehicular Restrictions. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall remain on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

12. Air Conditioning Units. Owner shall place any exterior air conditioning condenser unit in the rear yard or side yard so as not to be visible from public view. Owner shall not permit grass, weeds or other vegetation to grow, nor maintain dangerous, diseased or otherwise objectionable shrubs or trees on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.

13. Exterior Lighting. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

ARTICLE II  
GENERAL PROVISION

1. Remedies for Violations. Upon a violation or breach of any of the restrictive covenants set forth herein, the Declarant or any current Owner shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them.

2. Term and Amendment.

a. This Declaration, and all covenants, conditions, and restrictions herein shall continue and remain in full force and effect for a ninety (90) year period under Nebraska Revised Statutes section 76-2002.

b. Declarant and all current Owners may only modify, amend or terminate this Declaration by a written amendment signed by all current Owners. Notwithstanding the foregoing, the Declarant may unilaterally remove itself from this Declaration without any further rights or obligations hereunder via an amendment hereto signed by Declarant only. Upon such an amendment, this Declaration shall remain in full force and effect, and any rights, duties or obligations of the Declarant shall inure to the current Owners.

c. Notwithstanding the foregoing or anything to the contrary in this Declaration, it is Declarant's intent to expand the Subdivision via the acquisition of adjacent land for the construction of additional Lots and single-family residences thereon. Upon the occurrence thereof, Declarant may unilaterally amend this Declaration, without the written consent of any other Owner, for the sole purpose of applying this Declaration to any expansion area or additional lots in a future phase of the Subdivision.

3. Declaration Shall Continue Notwithstanding Breach. Owner expressly agrees that a breach of this Declaration shall not: (i) entitle any party to cancel, rescind, or otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, such limitation shall not affect any other rights or remedies which a party may have hereunder by reason of any such breach.

4. Notices. Any notices, requests or other communications hereunder shall be in writing and shall be delivered by: (i) a widely-recognized national overnight courier service (subject to a written confirmation thereof), (ii) mailed by United States registered or certified mail, return receipt requested, postage prepaid or (iii) hand-delivery, and addressed to each Owner at such Owner's address in the Subdivision, and to the Declarant at its address as set forth below:

If to Owner, deliver such notice to the address of record in the Butler County Register of Deeds Office at the time of the Effective Date.

If to Declarant:

Community Development Agency of the City of David City  
P.O. Box 191  
David City, Nebraska 68632

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of overnight courier delivery, upon deposit in the United States mail or upon delivery if hand-delivered. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. Any party may from time to time at any time change its mailing address hereunder upon providing written notice to the other party.

5. Rule Against Perpetuities. If the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

6. Waiver. No delay or omission in exercising any rights, power or remedy herein provided, in the event of any breach of the restrictive covenants herein contained, shall be construed as a waiver thereof or acquiescence therein.

7. Severability. If any of the foregoing restrictive covenants is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other restrictive covenants not specifically declared to be void or unenforceable, but all of the remaining restrictive covenants not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

8. Beneficiaries. Owner benefits from these restrictive covenants. Owner maintains the right to enforce these restrictive covenants by injunction or other legal or equitable procedure, and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

9. Counterparts. Declarant and Owner may execute this Declaration in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

10. Relationship of the Parties. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the parties hereto. It is understood that the relationship between the parties hereto is an arms-length one that shall at all times be and remain that of separate owners of real property. Neither Declarant nor Owner may act for or on behalf of another party, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the party to be charged or bound, except as otherwise specifically provided herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Declaration is executed as of the date shown in the respective notary blocks below.

**DECLARANT:**

Community Development Agency of the City of David  
City

By: \_\_\_\_\_  
Thomas Kobus, as Vice-Chairperson

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF BUTLER            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_, in his capacity as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

## EXHIBIT A

### Legal Description of the Subdivision

A tract of land located in Lots 6 and 7, David City Land and Lot Company's Suburban Lots, located in the SW1/4 SE1/4 of Section 18, Township 15 North, Range 3 East of the 6th P.M., Butler County, Nebraska, described as follows: Beginning at a point on the South line of said Lot 7, said point being 130.74 feet East of the Southwest corner of said Lot 7, and assuming the West line of said Lot 7 to have a bearing of N00°23'53"E; thence N00°32'08"E, 449.25 feet; thence N89°35'57"W, 131.54 feet, to a point on the West line of said Lot 7; thence N00°23'53"E, 788.63 feet, to the Northwest corner of said Lot 7; thence N89°43'00"E, 638.12 feet, to the Northeast corner of said Lot 6; thence S00°20'16"W, 796.95 feet, on the East line of said Lot 6, to a point on the North line of Sypal East Addition to David City; thence N89°30'38"W, 447.27 feet, to the Northwest corner of said Sypal East Addition; thence S00°33'20"W, 449.37 feet, to the Southwest corner of said Sypal East Addition; thence N89°27'18"W, 60.00 feet, to the Point of Beginning

Vice-Chairman Tom Kobus stated that the next item on the agenda was an update on the RV park plans and progress.

Vice-Chairman Tom Kobus said, "Pat and I met with them last week and they are in the process of finalizing the final plans and then we will gather all of the bids that we can get, and Collins is going to help us with that, too. Then we will have that figure for you. We're trying to get everything together to see how much it's going to cost with us doing it this way. Collins even told me that if our guys get busy, he said that they can bid it and if our guys help, he can deduct some. I think our guys can do most of it. The biggest thing is that we have to get the dirt work done."

Vice-Chairman Tom Kobus stated that the next item on the agenda was discussion concerning the process to be used for selection of an excavating company for site preparation of the Northland Housing Development.

Special Projects Coordinator Dana Trowbridge said, "Agenda items ten through thirteen are brother/sister conversations. When we have a decision on the first one, we pretty much have a decision on all of them. I visited with Mayor Zavodny on this for quite some time. We're looking for a process that the CDA can use that makes the most business sense that gets things done the most quickly and gets them done in a good sound fashion. Low bid throughout my lifetime could not always be considered the best bid. We have seen it time and again that the two do not necessarily go hand in hand. Low bid can be very creative and can be similar to liar's poker. There's no magic in life. You don't get something for a whole lot less, unless you get a whole lot less. There's not enough expertise around the table and in the room to voice an opinion on everything that comes before this group to buy, whether it be excavation or drainage or concrete or whatever the case may be. There may be little pockets of experience but there isn't a general volume of experience coming to reach a good conclusion. We're spending other

people's money and we want the best result that we can find. So, the bureaucratic way is to go to State Statute and follow the Statute. The Statute says that for x number of dollars that you're going to publicly bid it and you should accept low bid. You can state that you are going to retain the ability to reject low bid. Michael, I believe, started the homework on the question of does the CDA need to be bound by municipal Statues in its purposing decisions. The answer clearly came from Michael and David both that we do not. We can use a business-like approach to doing business. So, you can find an earth moving contractor that you are comfortable with. You're going to get a number from the design engineer as to what they think the range of costs should be for this project. They are sorting out from all of the different things that they've done to get to this number, and it just isn't a wild guess. It generally has some merit to it. Then you discuss that with a contractor that you've had some success with in the past or if you have a local one that you are comfortable with that they won't scheme and steal from you and that they will do a good job. We can get things done a lot more quickly and a lot better by dealing directly with these folks. You still can go out and bid it if you want to and waste the three or four weeks of time that it takes to do that. You just set everything back a month."

The CDA members discussed hiring local contractors for all of the projects once the engineer has his plans completed. This will be discussed further when each project is ready to be constructed.

Council member Pat Meysenburg made a motion to adjourn. Council Member Bruce Meysenburg seconded the motion. The motion carried and Vice-Chairman Tom Kobus declared the meeting adjourned at 7:57 p.m.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea, Alan Zavodny (Mayor): Absent  
Yea: 5, Nay: 0, Absent: 2

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CDA Secretary Tami Comte