

COMMUNITY DEVELOPMENT AGENCY PROCEEDINGS

March 12, 2025

The Community Development Agency of the City of David City, Nebraska, convened in open public session at 7:32 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 posting of notice in four public places (City Office, US Post Office, Butler County Courthouse and Hruska Public Library). 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—Jessica Miller, Kevin Woita, Keith Marvin, Bruce Meysenburg, Jim Angell, Rick Holland, Jeremy Abel, Community Development Agency Secretary Tami Comte, City Administrator Intern Raiko Martinez, and City Attorney Michael Sands.

Also present were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Ethan Joy with JEO, and Marlene Hein.

Chairman Jessica Miller 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. She also asked anyone addressing the Agency to introduce themselves.

CDA member Jessica Miller made a motion to approve the minutes of the January 8, 2025 meeting of the CDA. CDA Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 7, Nay: 0

CDA member Jessica Miller made a motion to approve the redevelopment contract with the amendment that any reasonable and necessary costs expended by the City in maintaining the gravel extension of Monarch Drive prior to its paving and dedication by redeveloper shall be reimbursed by redeveloper to City and pass and adopt Resolution No. 1-2025 CDA. CDA Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 7, Nay: 0

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RESOLUTION NO. 1-2025 CDA

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR THE SECOND PHASE OF A REDEVELOPMENT PROJECT UNDERTAKEN BY GDC PROPERTIES, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR GDC PROPERTIES, LLC, REDEVELOPMENT PROJECT"; AND AUTHORIZING ISSUANCE OF ITS TAX INCREMENT FINANCING PROMISSORY NOTE PURSUANT TO THE TERMS OF THE REDEVELOPMENT AGREEMENT.

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

WHEREAS, the Community Development Agency of the City of David City, Nebraska (the "Agency"), has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of the redevelopment agreement by and between GDC Properties, LLC ("Redeveloper"), as redeveloper, and the Agency, with respect to the second phase of the redevelopment project specified in the Plan (the "Redevelopment Agreement").

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

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

Section 2. That following the expiration of thirty (30) days from the Agency's adoption of this Resolution, the Agency is hereby authorized to issue its tax increment financing promissory note, in the principal amount of \$102,416, at a 6.00% rate of interest per annum, in accordance with the Redevelopment Agreement, and in substantially the same form as that set forth in Exhibit "B" (the "TIF Note"), attached hereto and incorporated herein, but with such changes as the Agency deems appropriate or necessary.

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

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

Section 5. That the Agency's administration of the TIF Note shall be governed by the terms of the Nebraska Community Development Law, this Resolution, the TIF Note, and the Redevelopment Agreement, and in the event of any conflict between the foregoing, such conflict shall be determined in accordance with the above priority.

Section 6. That, unless excepted under the law, interest on the TIF Note shall be subject to taxation for both federal and Nebraska state income taxes, as and to the extent provided by law, and no information report shall be filed with the Internal Revenue Service under Section 149(e) of the Internal Revenue Code.

Section 7. The Agency 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 and the Redevelopment Agreement.

Section 8. This Resolution shall be in force and take effect from and after its adoption as provided by law.

INTRODUCED BY Chairman Jessica Miller

PASSED AND ADOPTED THIS 12TH DAY OF MARCH, 2025.

CHAIRPERSON

ATTEST:

SECRETARY

EXHIBIT "A"
Redevelopment Agreement

(See attached)

REDEVELOPMENT AGREEMENT

(GDC PROPERTIES REDEVELOPMENT PROJECT – PHASE TWO)

This Redevelopment Agreement is made and entered into as of the ___ day of _____, 2025, by and between the Community Development Agency of the City of David City, Nebraska ("CDA") and GDC Properties, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

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

B. The City of David City, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2157, as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. The Redevelopment Plan for GDC Properties, LLC was adopted by the City Council of the City on March 13, 2019, pursuant to Resolution 4-2019 ("Redevelopment Plan").

D. The project identified in the Redevelopment Plan will be implemented in phases.

E. The proposed second phase of Redeveloper's redevelopment project will consist of the construction of Dollar General discount retail store and associated improvements on the Project Site, which is located in the Redevelopment Area and more particularly described on the attached and incorporated Exhibit "A" ("Project Site").

F. The CDA has approved Redeveloper's proposed second phase of the redevelopment project.

G. CDA and Redeveloper desire to enter into this Redevelopment Agreement to implement phase two of the GDC Properties redevelopment project, including the

utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.

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

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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

- A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2157, as amended, and acts amendatory thereof and supplemental thereto.
- B. “Anticipated Tax Increment” means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit “B”.
- C. “City” means the City of David City, Nebraska.
- D. “CDA” means Community Development Agency of the City of David City, Nebraska.
- E. “Effective Date” means January 1, 2026.
- F. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.
- G. “Minimum Project Valuation” means the amount of Seven Hundred-Fifty Thousand and No/100 Dollars (\$750,000).
- H. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A”.
- I. “Project” means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”.

J. "Project Completion Date" means December 31, 2025.

K. "Project Site" means all that certain real property situated in the City of David City, Butler County, Nebraska, more particularly described on Exhibit "A".

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

M. "Redevelopment Agreement" means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

N. "Redeveloper" means GDC Properties, LLC, a Nebraska limited liability company.

O. "Redevelopment Area" means the Redevelopment Area set forth in the Redevelopment Plan.

P. "Redevelopment Plan" means the Redevelopment Plan identified in Recital C, above, as amended from time to time.

Q. "Tax Increment" means in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Butler County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

R. "TIF Indebtedness" means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

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

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

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(d) The word “including” shall be construed as meaning “including, but not limited to.”

(e) The words “will” and “shall” shall each be construed as mandatory.

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

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

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

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community redevelopment authority under the Act.

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

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

(d) 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 CDA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

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

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

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

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CDA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

(h) Redeveloper agrees that any contractor providing services related to the Project will utilize the federal immigration verification system, as defined in Section 4-114 of the Nebraska Revised Statutes, as amended or transferred, to determine the work eligibility status of new employees physically performing services on the Project.

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

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements pursuant to

the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA. The effective date of this provision shall be the Effective Date. The CDA shall file with the Butler County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the year of the Effective Date.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed One Hundred Two Thousand Four Hundred Sixteen and No/100 Dollars (\$102,416.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued in a TIF Promissory Note of TIF Bond in a commercially reasonable and customary form approved by the CDA ("Note"). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein.

Section 3.03 Use of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, at or prior to the issuance of the Note, Redeveloper shall pay to the CDA an amount equal to the CDA's reasonable and necessary cost of issuance, including attorney fees. The cost of issuance shall be paid prior to the issuance of the Note. Unless otherwise specified in this Redevelopment Agreement, no other fees shall be due to the City or CDA in connection with the issuance of the Note, or in connection with the application of the terms of the Redevelopment Agreement. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C."

ARTICLE IV OBLIGATIONS OF REDEVELOPER

Section 4.01 Evidence of Financial Ability.

Upon written request from the CDA to Redeveloper, Redeveloper shall provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with acquisition of the Project Site and construction of the Public Improvements. To the extent allowed by law, the CDA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Public Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Public Improvements. Such information shall be provided in a form satisfactory to the CDA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and install all equipment necessary to operate the Public Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements. Until construction of the Public Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements.

(b) Redeveloper or Redeveloper's successor and assign will complete the Private Improvements and install all equipment necessary to operate the Private Improvements no later than the Project Completion Date. Redeveloper or Redeveloper's successor and assign shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Private Improvements.

(c) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and

keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include “special causes of loss” insurance for physical loss or damage.

(d) Throughout the term of this Redevelopment Agreement, in the event of any casualty damage to the Project, such damaged portion or portions of the Project shall be repaired and/or reconstructed so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss.

Section 4.03 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit “E” (“Eligible Project Costs Certification”), after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. Provided, however, the Project identified herein is one phase of the overall redevelopment Project identified and approved in the Redevelopment Plan, and the TIF Indebtedness from this phase may be utilized to assist with the cost of eligible public improvements completed in previous or subsequent phases of the redevelopment project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness on the Project Completion Date, Redeveloper acknowledged and understands that the CDA shall reduce the TIF Indebtedness amount until the implementation of subsequent phases of the redevelopment project and Redeveloper shall repay to the CDA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification, provided that the CDA shall continue to collect all Tax Increment from this phase of the project for use of subsequent phases of the redevelopment project. If the CDA requests, Redeveloper shall, from time to time, furnish the CDA with satisfactory evidence as to the use and application of the Tax Increment.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Project Completion Date. During the period of this Redevelopment Agreement, Redeveloper, and any successors and assigns, will not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes. The CDA makes no representations with respect to the actual amount of the Tax Increment that will be generated by the Project. Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness at the end of the 15-year TIF period. If a lender or third party other than Redeveloper funds the Note, Redeveloper shall be responsible for all obligations to said lender or third party on whatever terms and conditions are agreed between Redeveloper and lender.

Section 4.06 Conveyance of Project Site.

The CDA acknowledges and understands that Redeveloper intends to construct the Public Improvements and convey the Project Site to a third-party owner/operator of the proposed discount retail store for the development, construction, and operation of the Private Improvements, and the CDA expressly consents to such sale and conveyance of the Property Site. It is not anticipated that the third party purchaser will assume any obligations under this Redevelopment Agreement, and the Agreement and obligations herein shall be solely between the CDA and Redeveloper.

**ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

Redeveloper and/or Redeveloper's successors and assigns shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements including the TIF Indebtedness.

**ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION**

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a

reasonable time, this Redevelopment Agreement 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 Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Sections 6.02 and 6.03, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that Redeveloper, or Redeveloper's successor in interest, shall fail to complete the construction of the Public Improvements on or before the Project Completion Date, then Redeveloper shall be in default of this Redevelopment Agreement; and if such failure to perform, breach or default is not cured in the period herein provided, the CDA may declare the Note as terminated and void, and thereafter shall not be obligated to remit the Tax Increment as debt service thereon. In addition to the foregoing, if such default arises under this Section the aggregate amount of all Tax Increment previously paid to Redeveloper as debt service on the Note shall stand forfeited and Redeveloper shall be required to repay the same to the CDA within thirty (30) days' written demand thereof, and such amount or any portion thereof which may from time to time remain unpaid shall bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full.

Section 6.03 Limitation of Liability; Indemnification.

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

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

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the Butler County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" and incorporated by this reference.

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (i) the CDA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

For the purpose of any notice requirement set forth in this Redevelopment Agreement, Redeveloper's address shall be:

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GDC Properties, LLC
Attn: Cory Vandenberg
595 North 4th Street
P.O. Box 124
David City, NE 68632
cory@vandenbergelectric.com

[Signature Page Follows]

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

“CDA”

COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF DAVID CITY, NEBRASKA

ATTEST:

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, _____ and _____ respectively of the Community Development Agency of the City of David City, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

“REDEVELOPER”

GDC PROPERTIES, LLC, a Nebraska limited liability company

By: _____
Name: _____
Title: _____

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STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, _____ of GDC Properties, LLC, on behalf of the company.

Notary Public

EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project Site is defined as the real estate legally described as:

Lot 1, Zegers 1st Addition, David City, Butler County, Nebraska,

together with the public rights of way and/or public easement areas in the larger project area identified in the Redevelopment Plan for the purpose of the construction of the Public Improvements.

The Project undertaken by Redeveloper on the Project Site includes the following Public Improvements and Private Improvements, which shall be undertaken and completed by Redeveloper.

- (a) **Private Improvements.** The construction of a Dollar General discount retail store and associated improvements on the Project Site. The preliminary site plan for the Private Improvements is attached hereto as Exhibit "A-1" for reference.

- (b) **Public Improvements.** Site acquisition, site preparation, construction and extension of public infrastructure, right-of-way landscaping, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

EXHIBIT "A-1"
PRELIMINARY SITE PLAN

EXHIBIT "B"
TIF INDEBTEDNESS

1. Projected Base Value: \$50,000
2. Projected Minimum Final Value: \$750,000
3. Projected Incremental Valuation: \$700,000
4. Assumed Tax Levy: 1.507993
5. Anticipated Tax Increment: \$10,450 annually
6. Assumed Interest Rate: 6%
7. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$102,416, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2040, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
 - b. **Interest Rate.** The interest rate for the TIF Indebtedness shall be determined prior to the issuance of the Note. A 6.0% interest rate has been used for the TIF projections, but the 6.0% interest rate may be adjusted based upon Redeveloper's reasonable evidence of lender requirements that will necessitate a reasonable change to the interest rate.
 - c. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the 2026 tax year. The CDA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CDA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CDA has no obligation to make any payments other than the actual Tax Increment received from the Project.
 - d. **Maturity Date.** On or before December 31, 2041.
 - e. **TIF Period.** Except as otherwise provided herein, the period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2026 (2026 taxes paid in 2027) and terminating on December 31, 2040 (2040 taxes due on December 31, 2040 but paid in 2041). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values used herein or may vary from year to year.

**EXHIBIT "C"
 PROJECTED TIF SOURCES AND USES**

1. TIF SOURCES:

Assumptions:

Tax Levy	1.507993
Interest Rate	6.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$50,000	\$754
Completed Project	\$750,000	\$11,310
Difference	\$700,000	\$10,556

TIF Calculations:

Annual TIF Amount (99% of increment)	\$10,450
Total TIF Amount	\$156,756
TIF Indebtedness (Present Value)	\$102,416

* For purposes of calculating the TIF sources for this Project, the CDA (1) has assumed the Project will capture the full 15 years of tax increment and there will not be a partial valuation in the first year; and (2) has not accounted for any increases in the assessed value of the Project Site during the 15-year tax increment financing period. Any changes to these assumptions will change the actual amount of the tax increment generated by the Project.

2. TIF USES:

All TIF Use amounts are preliminary and subject to change.

- Earthwork - \$127,705
- Water & Sanitary Sewer - \$530,791.00
- Paving - \$356,245.00

Total - \$1,014,740.93

A more detailed breakdown of each category is set forth below:

DESCRIPTION	COST
EROSION CONTROL	\$10,200.00
STRIPPING-APPROX. 10 ACRES	\$18,000.00
EARTHWORK-APPROX. 14,000 CU. YDS.	\$56,000.00
SEEDING-APPROX. 10 ACRES	\$25,000.00
18" RCP CLASS III STORM SEWER	\$5,005.00

18" RCP FES	\$1,000.00
OUTLET STRUCTURE	\$10,000.00
CONCRETE RIP-RAP	\$2,499.93
TOTAL DIVISION I - EARTHWORK	\$127,704.93

DESCRIPTION	COST
8" PVC DR18 WATER MAIN	\$103,796.00
6" PVC DR18 WATER MAIN	\$1,000.00
WET TAP 8" WATER MAIN W/ TAPPING TEE	\$13,000.00
BORE HIGHWAY UNDERCROSSING 16" DIAMETER CASING	\$30,000.00
8" GATE VALVE W/ RDWY BOX	\$15,400.00
6" GATE VALVE W/ RDWY BOX	\$7,500.00
8" TEE	\$1,500.00
8" 45° BEND	\$1,100.00
8" 45° BEND W/ "MEGA LUGS"	\$2,200.00
8" X 6" REDUCER	\$900.00
8" X 6" TEE	\$2,250.00
6" FIRE HYDRANT	\$23,750.00
8" X 1" SERVICE SADDLE	\$3,250.00
1" CORPORATION STOP	\$3,900.00
1" CURB STOP W/ RDWY BOX	\$4,225.00
1" POLYETHYLENE SERVICE LINE	\$8,316.00
8" PVC SDR26 SANITARY SEWER	\$51,440.00
CONSTRUCT CONCRETE MANHOLE	\$29,375.00
CONNECT TO EXISTING MANHOLE	\$1,000.00
8" X 6" SERVICE WYE	\$3,250.00
6" PVC SCHEDULE 40 SERVICE LINE	\$13,230.00
CONSTRUCT LIFT STATION	\$125,000.00
3" PVC DR18 FORCE MAIN	\$16,884.00
3" 90° BEND	\$275.00
BORE HIGHWAY UNDERCROSSING 8" DIAMETER CASING	\$30,000.00
ROCK ACCESS ROAD	\$23,250.00
SWPPP/EROSION CONTROL MAINTENANCE	\$15,000.00
TOTAL DIVISION II - WATER & SANITARY SEWER	\$530,791.00

DESCRIPTION	COST
9" PC CONCRETE PAVING	\$317,520.00
SUBGRADE PREPARATION	\$16,425.00
CONCRETE HEADER	\$600.00
CONSTRUCT BARRICADE	\$2,500.00

BACKFILL AND FINE GRADING	\$10,000.00
SEEDING	\$4,700.00
SWPPP/EROSION CONTROL MAINT	\$2,000.00
BARRICADING & TRAFFIC CONTROL	\$2,500.00
TOTAL DIVISION III - PAVING	\$356,245.00

EXHIBIT "D"
MEMORANDUM OF REDEVELOPMENT AGREEMENT

[begins on next page]

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After recording please return to:

City Clerk
City of David City, Nebraska
490 E Street
PO Box 191
David City, NE 68632

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(GDC Properties Redevelopment Project – Phase Two)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of _____, 2025 by and between the Community Development Agency of the City of David City, Nebraska (“CDA”) and GDC Properties, LLC, a Nebraska limited liability company (“Redeveloper”).

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

Lot 1, Zegers 1st Addition, David City, Butler County, Nebraska (the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in David City, Nebraska.

[Signature Page Follows]

“CDA”
COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF DAVID CITY, NEBRASKA

ATTEST:

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, _____ and _____ respectively of the Community Development Agency of the City of David City, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

“REDEVELOPER”

GDC PROPERTIES, LLC, a Nebraska limited liability company

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, _____ of GDC Properties, LLC, on behalf of the company.

Notary Public

EXHIBIT "E"
FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS

Date: _____

GDC Properties, LLC, a Nebraska limited liability company ("Redeveloper"), hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Development Agency of the City of David City. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

Site Prep/Earthwork	\$ _____
Water & Sanitary Sewer Improvements	\$ _____
Paving	\$ _____
<hr/>	
Total:	\$ _____*

***Principal Amount of TIF Indebtedness shall not exceed \$102,416.**

"REDEVELOPER"

GDC PROPERTIES, LLC, a Nebraska limited liability company

By: _____
Name: _____
Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairperson of the CDA:

By: _____

Name: _____

Title: _____

EXHIBIT "B"
TIF 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, NEBRASKA, PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF DAVID CITY, NEBRASKA, TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

TAX INCREMENT FINANCING PROMISSORY NOTE
(GDC Properties Redevelopment Project – Phase Two)

\$102,416.00 _____, 20__

FOR VALUE RECEIVED, the undersigned, Community Development Agency of the City of David City, Nebraska (hereinafter known as "Agency"), promises to pay _____ ("Holder"), and/or its assigns, the principal sum of One Hundred-Two Thousand Four Hundred-Sixteen and No/100 Dollars (\$102,416.00), together with interest thereon at the rate of 6.00% per annum, accruing as of the "Effective Date" (as defined in the Redevelopment Agreement), in accordance with the terms of that certain Redevelopment Agreement dated _____, 20__ (the "Redevelopment Agreement"), as between the Agency and Holder, until excess ad valorem taxes generated in the "Project Site" (as defined in the Redevelopment Agreement) may no longer be divided and collected for payment on this Tax Increment Financing Promissory Note (this "Note") under the Nebraska Community Development Law, sections 18-2101 et seq. (the "Act"), or until this 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 Project Site are collected by the Agency and available for the retirement of this debt.

All terms of the Redevelopment Agreement 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 Agreement, the terms of this Note shall control.

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 Act and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing after all excess ad valorem taxes generated by the Project Site, as set forth in the Redevelopment Agreement, 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 unconditionally waive any unpaid portion of the principal and interest due hereon.

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 Agreement and Sections 18-2124 and 18-2150 of the Act, the excess ad valorem real property taxes within the Project Site 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, at the address(es) provided in the Redevelopment Agreement, 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.

[Signatures Follow]

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 _____, 20__.

COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF DAVID CITY, NEBRASKA

ATTEST:

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

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

CDA member Bruce Meysenburg made a motion to table applying for a grant through SENDD for the Nebraska Affordable Housing Trust Fund (NAHTF). CDA Member Jessica Miller seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 7, Nay: 0

CDA member Jessica Miller made a motion to adjourn. CDA Member Kevin Woita seconded the motion. The motion carried and Chairman Jessica Miller declared the CDA Meeting adjourned at 8:34 p.m.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 7, Nay: 0

Secretary Tami L. Comte