



CITY OF GERING COMMUNITY DEVELOPMENT AGENCY MEETING

Monday, August 26, 2024, 5:40 p.m.

Gering City Hall Council Chambers, 1025 P Street, Gering, NE 69341

AGENDA

1. Call to Order

2. Roll Call

OPEN MEETINGS ACT - NEB.REV.STAT. CHAPTER 84, ARTICLE 14

As required by State Law, public bodies shall make available at least one current copy of the Open Meetings Act available in the meeting room. Agenda items may be moved up or down on the agenda at the discretion of the CDA Chairman. As required by State Law, additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless they are considered under this section of the agenda and CDA determines that the matter requires emergency action.

3. Approve the minutes of the May 28, 2024 Community Development Agency Meeting

4. Review and conduct Cost-Benefit Analysis of the Redevelopment Plan for the Integrity Developments Housing Project

5. Review and take action on Resolution CDA-8-24-1 relating to the Integrity Developments Housing Project to:

- (i) approve the Redevelopment Plan;
- (ii) adopt the Cost-Benefit Analysis;
- (iii) forward Planning Commission recommendation to the City Council; and
- (iv) forward recommended approval of Redevelopment Plan to City Council

6. Review Redevelopment Contract with Integrity Developments LLC for the Integrity Developments Housing Project

7. Review and take action on Resolution CDA-8-24-2 relating to the Integrity Developments Housing Project to:

- (i) approve the Redevelopment Contract, conditional upon approval of the Redevelopment Plan by City Council and
- (ii) authorize the Tax Increment Financing Note, conditional upon approval of the Redevelopment Plan by City Council

8. Review Second Modification to Plan and Second Amendment to Contract for Crossroads Cooperative Expansion Redevelopment Project.

9. Review and take action on Resolution CDA-8-24-3 to approve Second Modification to Plan and Second Amendment to Contract for Crossroads Cooperative Expansion Redevelopment Project.

CLOSED SESSION: (The Gering CDA reserves the right to enter into closed session if deemed necessary.)

OPEN COMMENT: Discussion or action by the CDA regarding unscheduled business will not take place. This section is for citizen comment only.

10. Adjourn

THE OFFICIAL PROCEEDINGS OF THE CITY OF GERING COMMUNITY DEVELOPMENT AGENCY (CDA) MEETING, May 22, 2023

A meeting of the City of Gering Community Development Agency was held on May 22, 2023 at Gering City Hall Council Chambers, 1025 P Street, Gering, NE at 5:40 p.m. Present were Chairman Ewing and CDA Members Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. Also present were City Administrator Pat Heath, City Clerk Kathy Welfl, City Engineer Annie Folck, TIF Attorney John Selzer and City Attorney Jim Ellison. Notice of the meeting was given in advance by publication in the Star-Herald, the designated method of giving notice. All proceedings hereafter were taken while the meeting was open to the public.

1. CALL TO ORDER

Chairman Ewing called the meeting to order at 5:40 p.m. and stated that there was a quorum of the CDA present and business could be conducted.

2. Roll Call

OPEN MEETINGS ACT - NEB.REV.STAT. CHAPTER 84, ARTICLE 14

Chairman Ewing stated: As required by State Law, public bodies shall make available at least one current copy of the Open Meetings Act, posted in the meeting room. Agenda items may be moved up or down on the agenda at the discretion of the Chairperson. Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless they are considered under this section of the agenda and the CDA determines that the matter requires emergency action.

3. Approve the minutes of the February 13, 2023 CDA meeting

Motion by Member Gillen to approve the minutes of the February 13, 2023 CDA meeting. Second by Member Bohl. There was no discussion. Chairman Ewing called the vote. "AYES": Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: Shields. Motion carried.

4. Review and conduct Cost-Benefit Analysis of the Redevelopment Plan for the MonumentAUL Development Project

City Engineer, Annie Folck, showed the conceptual site plan on the overhead screens for the MonumentAUL Development Project. The project includes several different portions. Commercial along the frontage of the highway (which requires an access road that runs along Highway 71), an RV Park, a container home portion and the rest would be single-family development. As far as the public infrastructure needs, there's an existing 12-inch water line, there's also an 18-inch sewer interceptor that would go through that same retention area; that would become a buffer between the commercial and the residential. Those have enough capacity for everything but additional sewer would have to be extended to each of these lots and water and sewer would have to be extended to the remainder of the properties in order to serve all the different lots. None of the streets that are shown are existing; the frontage road for the commercial and all the streets for the residential and all the utility hook-ups for all these areas would be necessary. The City would require them to eventually loop the waterlines in order to have better water quality and better fire flows. They would need fire hydrants along with that in order to meet code for all of the waterlines as well. They are looking at doing a small park area that would help serve the residents of the area, particularly for the container homes (as they will not have much outdoor space of their own).

Right now, the applicant is not asking for any funding other than Tax Increment Financing. All of the expenses for the greenspace, everything for the utilities and streets, would be at the developer's cost. There would be no other infrastructure needs other than if they looped that portion of the watermain, the City would require them to pay for the 8-inch portion of it and the City would upsize that to a 12-inch (as the City normally does on developments such as this). As far as employers and employees, there isn't very much information on that yet. This is going to be a lot different than a lot of the TIFs the City has done in the past because they don't know exactly what they're going to build there yet. Everything listed are going to be TIF-eligible expenses that they will incur as part of this project. They know they can't do this project without the use of TIF in one form or another. The question is whether they sell off the lots and each individual developer utilizes TIF and then use the money from the sale of the lots to reimburse themselves for the cost of the lots, or if they develop some of these lots themselves and then they would

be able to capture TIF on that. The biggest reason for doing this generalized redevelopment plan is because of the but-for test. The applicant wants to make it clear that they would not be moving forward with this project if TIF is not going to be an option for them. That way if they do end up developing some of these lots themselves, and they've talked about development of the RV campground and some of the other areas themselves, they would still have to do an individual TIF that would still go to Council for approval. But it would still pass the but-for test even if they put in some of the streets, waterlines or things that they completed prior to having that individual TIF approved. That's why this is being done this way. They do not know yet as far as employers and employees, student populations and other impacts. No one will know that until they're a little farther into the project, this is more of a generalized "Is Tiff appropriate" in general on this project. If so, that allows them to move forward with getting the infrastructure in, trying to market the lots, sell the lots, and if they do end up developing some of that themselves, then there's assurance that they're not going to fail on that "but-for" piece of it because they'll know a head of time before they start the project that TIF was going to be necessary in order to get this project to go.

Councilmember Morrison asked if anything would be a hinderance of the TIF funding. Engineer Folck replied not that she knows of. The biggest thing is if the City didn't do this generalized plan, and they just went and paved all the streets and put in all the water and sewer and everything, and then they came back and asked for TIF. Then the question is would they have been doing it anyway and does it pass the but-for test. It would be hard for her, as a staff member, to say that it passes. That's the reasoning for doing it this way.

Councilmember Backus asked if she's trying to say that some of the individual lots might apply for TIF. Engineer Folck replied, yes. He asked how that would work if the TIF applicant puts in the infrastructure. Ms. Folck replied TIF can be used for different things, one of the big ones is for property purchase. If they don't use TIF on one of these individual lots and they allow it to be used for the person who purchases the lot, the person who purchases the lot can use TIF once they know what they're building and once they know what it's going to value at and how much TIF they can get out of that, they can build that it in to the purchase price which would then reimburse the developer for the cost of all that infrastructure. Councilmember Backus stated that would be kind of hard to justify that you couldn't build on an empty lot unless you got TIF, wouldn't it? Maybe they shouldn't be developing at that point. TIF Attorney, John Selzer, stated that Aulicks want to use this as a Plan B, their main goal is to sell the individual lots and use that money (there would be an increased purchase price for those lots). And the buyer of that lot could use TIF to reimburse themselves for the purchase price, in addition to other things potentially on those individual lots. That is really what Aulicks want to do, they don't really even want to mess with TIF themselves. But they want to have a Plan B in case they decide to develop some of the lots themselves, they would want that development to be able to pay for these improvements that are in this redevelopment plan. One of the concepts is that you have to approve the costs before you do the work. They're going to do the work right now, but they're not necessarily going to apply for TIF until later, so they want to get this redevelopment plan now because they don't want to apply for TIF, they want the individual developers to apply for TIF, and then they would get paid back. Aulicks would get paid back through the person for the sale of the lots. That owner, developer, buyer of the lot can then use the TIF. The second possibility is if Aulicks decide to develop the lots, or one of the lots, they could use TIF for these costs. The third possibility is, and he doesn't think they'll probably want to do this, but they could negotiate with one of the buyers to say we (Aulicks) will apply for the TIF and get it if the buyer develops the lot. That's probably not going to happen. They would want all three of those options.

Councilmember Gillen asked who is going to be responsible for the greenspace. Engineer Folck replied that staff have been talking to them about that. It's going to depend on the level of maintenance they expect. These also double as retention areas. If the City does take that on, if it's going to be anything more than something the City mows a couple times a year (like the City does a lot on our other more generalized retention areas), then the City would need to be reimbursed for a lot of those costs. Aulicks have talked about an HOA and different mechanisms for having the funding that either they would hire their own person and have them maintain it, or they would contract with City and the City would bill them every year for the maintenance on that.

5. Review and take action on Resolution CDA 5-23-1 relating to the MonumentAUL Development Project to:

- (i) approve the Redevelopment Plan;
- (ii) adopt the Cost-Benefit Analysis;
- (iii) forward Planning Commission recommendation to the City Council; and
- (iv) forward recommended approval of Redevelopment Plan to City Council

Chairperson

ATTEST:

Secretary

Motion by Member Morrison to approve Resolution CDA 5-23-1. Second by Member O’Neal. There was no discussion. Chairman Ewing called the vote. “AYES”: Gillen, Backus, Bohl, Wiedeman, O’Neal, Morrison, Cowan. “NAYS”: None. Abstaining: None. Absent: Shields. Motion carried.

CLOSED SESSION: (The Gering CDA reserves the right to enter into closed session if deemed necessary. None.

6. Adjourn

Motion by Member Gillen to adjourn. Second by Member Cowan. There was no discussion. Chairman Ewing called the vote. “AYES”: Gillen, Backus, Bohl, Wiedeman, O’Neal, Morrison, Cowan. “NAYS”: None. Abstaining: None. Absent: Shields. Motion carried.

Meeting adjourned at 5:54 p.m.

Kent E. Ewing, Chairman

ATTEST:

Kathleen J. Welfl, City Clerk

CITY OF GERING, NEBRASKA
Integrity Developments Housing Project
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

A. Project Sources/Use of Funds:

An estimated \$890,938.75 of TIF Revenues are requested for this Project. The public investment from TIF will leverage approximately \$2,768,900.00 in private sector investment, which is a private investment of approximately \$3.10 for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. (This breakdown does not account for interest to be paid out of TIF Revenues).

Description	TIF Funds	Private Funds	
Land Acquisition	\$ 201,835.75		
Site Preparation/Grading	\$ 13,800.00		
Utilities/Water	\$ 180,329.00		
Utilities/Sewer	\$ 192,254.00		
Stormwater Retention	\$ 30,000.00		
Sidewalk/Curb/Gutter	\$ 187,000.00		
Alley	\$ 24,300.00		
Civil Engineering	\$ 38,000.00		
Survey/Plat	\$ 9,400.00		
Building Costs		\$ 2,750,000.00	
Legal		\$ 18,900.00	
Sub Totals	\$ 876,918.75	\$ 2,768,900.00	
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	\$ 14,020.00		
Estimate TIF Eligible Expenses	\$ 890,938.75		Total Project Costs
Totals	\$ 890,938.75	\$ 2,768,900.00	\$ 3,659,838.75

B. Tax Revenues and Tax Shifts Resulting from the Division of Taxes.

The current “base” value of the Project Site is \$118,505.00, which will generate tax revenues of approximately \$2,625.00. Taxes from base value of the Project Site will be available and distributed to the local taxing jurisdictions regardless of the tax increment financing. The local taxing jurisdictions are the City, Scotts Bluff County, Gering Public Schools, WNCC, ESU 13, and North Platte NRD.

The tax increment revenues from this Project will not be available to local taxing jurisdictions for up to 15 years after the effective date of the division of taxes for each parcel. During those times, the tax increment revenues from the Project Site will be used to reimburse the Redeveloper for the eligible development costs (with interest) necessary for the Project. The Project may be developed in phases, so different 15 year periods may be applied to different parcels.

The estimated tax increment revenues are calculated as follows:

a. Estimated Value at Completion:	\$3,520,000.00
b. Estimated Base Value:	<u>\$ 118,505.00</u>
c. Tax Increment (a minus b):	\$3,401,495.00
d. Estimated Levy:	<u>2.215%</u>
e. Average Annual Projected Shift (rounded):	<u>\$ 75,343.00</u>
f. Total TIF Available (e multiplied by 15)	\$1,130,145.00

Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.

C. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.

The Redeveloper must install a new sewer main and water main and sidewalks, curbs and gutters. The Redeveloper must also construct an alleyway on the lots between 12th and 13th Streets. These expenses will be the responsibility of the Redeveloper, so there will be no additional tax impacts, other than the impacts from tax increment financing as stated above.

D. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.

This is a residential project, so there are no employers located within the Redevelopment Project Area.

E. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.

This project will provide housing, which will have a positive impact on employers and employees near the Redevelopment Project Area.

F. Impacts on Student Populations of Gering Public Schools.

No negative impacts on Gering Public Schools are anticipated.

G. Other Impacts

Housing
Infill Development

Approved by the Gering Community Development Agency on August 26, 2024.

Chairperson

CITY OF GERING REDEVELOPMENT PLAN

Integrity Developments Housing Project

By: Integrity Developments LLC

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Attachments

Attachment 1: *Map of Project Site*

Attachment 2: *Site Plan*

Attachment 3: *Excerpts from Comprehensive Plan*

Attachment 4: *Cost-Benefit Analysis*

CITY OF GERING REDEVELOPMENT PLAN
Integrity Developments Housing Project
By: Integrity Developments LLC

1. Introduction

Integrity Developments LLC (the “Redeveloper”) submits this Redevelopment Plan (“Plan”) to the City of Gering City Council (the “City”), the City of Gering Planning Commission (“Planning Commission”), and the City of Gering Community Development Agency (the “CDA”), according to the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*

Under this Plan, the Redeveloper proposes to develop 22 residential duplex units on the Project Site (described below). The “Project” as described in this Plan, requires a significant investment with the cost estimated at around \$3,660,000.00. To make the Project economically feasible, the Redeveloper is seeking tax increment financing for certain eligible costs and expenses related to the Project.

2. Blighted and Substandard Condition of Project Site (NEB. REV. STAT. §§ 18-2103 (3) and (31) and 18-2109)

The Project Site is in an area that the City has declared as blighted and substandard according to the Community Development Law.

3. Statutory Elements (NEB. REV. STAT. §§ 18-2103(27) and 18-2111)

A. *Boundaries of the Project Site:* The “Project Site” is described as:

Lots 1 and 2, Integrity Developments, LLC Subdivision, a Replat of Block 2, MQ Subdivision, City of Gering, Scotts Bluff County, Nebraska, and Lots 1, 2, 3, 4, and 5, Block 2, Thompson Addition to the City of Gering, Scotts Bluff County, Nebraska (Scotts Bluff County Parcel ID Nos. 010241892, 010001526 010241981, 0102741973, 010241965, 010241957, and 010241949), and adjacent public right of way.

A Map of the Project Site is attached as Attachment 1.

There is an existing house on Lot 1, Integrity Developments, LLC Subdivision (Parcel 010241892), which is the northeast lot of the Project Site. There is no current plan to redevelop or divide taxes on this parcel. This parcel is included in the definition of the Project Site because certain improvements will be adjacent to and may affect this parcel. However, the term Project Site should not be interpreted to include this parcel for any other purpose.

B. *Land Acquisition:* The Redeveloper has already acquired the portion of the Project Site east of 13th Street in contemplation of this Project. The Redeveloper will acquire the remainder of the Project Site as part of this Plan.

C. *Existing Uses and Condition:* The Project Site is undeveloped, vacant land.

D. *Proposed Land Uses, Land Coverage, and Building Intensities:* The Redeveloper plans to replat the five lots on the west side 13th Street into four duplex lots (with eight units) and replat the two lots between 12th and 13th Streets into seven duplex lots (with 14 units). See Site Plan attached as Attachment 2.

E. *Site Plan:* See Attachment 2.

F. *Demolition and Removal of Structures:* No demolition is required.

G. *Population Densities:* This Project will result in an increase in the residential population within the Project Site.

H. *Zoning Changes:* The Project Site is zoned as RM-Residential Medium-Density District. The RM-Residential Medium-Density District includes two family dwellings or duplexes as a permitted use. No changes to zoning and planning ordinances, codes, or maps are required under this Plan.

I. *Additional Public Facilities and Utilities:* The Redeveloper must install a new sewer main and water main and sidewalks, curbs and gutters. The Redeveloper must also construct an alleyway on the lots between 12th and 13th Streets.

J. *Street Layouts, Street Levels, and Grades:* No changes to street layouts, street levels, or grades are required under this Plan.

K. *Ordinance and Building Code Changes:* No ordinance or building code changes are required by the Plan.

4. Conformity to General Plan of the City (NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a))

The Planning Commission, City, and CDA are all tasked with determining whether this Plan conforms to the general plan for the development of the City as a whole. NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a).

According to the City’s Comprehensive Plan, the Project Site is in the Southwest Gering Neighborhood District. Excerpts from the Comprehensive Plan related to the Southwest Gering Neighborhood District are attached as Attachment 3.

Under the heading “Future Desired Characteristics” for the Southwest Gering Neighborhood District, the Comprehensive Plan states, “An important goal within the district will be to develop a variety of housing types and densities, including duplexes, tri-plexes, and multifamily housing. . . . New development should maintain a gridded pattern with alleys to shift garage and parking access away from the street.”

Policy 3.1.A of the Comprehensive Plan is to increase housing choices and diversity for all lifestyles to meet community housing needs.

Policy 3.1.C of the Comprehensive Plan is to promote the integration of multifamily units into neighborhoods with mixes of housing types.

Policy 3.2.D of the Comprehensive Plan is to encourage infill development on vacant and underutilized sites.

Policy 3.2.E of the Comprehensive Plan is to promote compatible infill and redevelopment that fits Gering’s neighborhoods and is consistent with the desired future character of the area.

This Plan conforms to and furthers the above principles set forth in the Comprehensive Plan by:

- Increasing the variety of housing choices through the development of duplexes.
- Shifting parking away from the street.
- Promoting compatible infill development.

5. Feasibility and Conformity with Community Development Law (NEB. REV. STAT. §§ 18-2116(1)).

The City and CDA must consider whether the Plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law. Those declarations include, among other things that:

[Blighted and substandard] conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided. The elimination of such conditions and the acquisition and preparation of land in or necessary to the renewal of substandard and blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired. The necessity in the public interest for the provisions of the Community Development Law is hereby declared to be a matter of legislative determination. NEB. REV. STAT. § 18-2102.

As stated above, the City has declared the Project Site as blighted and substandard.

6. Proposed Financing

A. Tax Increment Financing. The Redeveloper is requesting tax increment financing to pay for statutorily eligible expenses, to the extent such funds are available. The tax increment financing will be generated from the increased property taxes to be paid on the Project Site after development, all according to NEB. REV. STAT. § 18-2147. The amount of the available proceeds from tax increment financing (“TIF Revenues”) is estimated at approximately \$1,130,145.00, calculated as follows:

a. Estimated Value at Completion:	\$3,520,000.00
b. Estimated Base Value:	<u>\$ 118,505.00</u>
c. Tax Increment (a minus b):	\$3,401,495.00
d. Estimated Levy:	<u>2.215%</u>
e. Average Annual Projected Shift (rounded):	<u>\$ 75,343.00</u>
f. Total TIF Available (e multiplied by 15)	\$1,130,145.00

Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts. The Project may be developed in phases, so different 15 year periods may be applied to different parcels.

The TIF Revenues will be used to make principal and interest payments toward one or more tax increment financing notes (“TIF Indebtedness”) to be held or sold by the Redeveloper. The principal amount of the TIF Indebtedness will be based upon eligible expenses actually incurred. The interest rate will be established as set forth in the Redevelopment Contract.

Because the Plan proposes the use of tax increment financing, the City must find that the Plan would not be economically feasible without the use of tax increment financing and the Project would not occur in the blighted and substandard area without the use of tax increment financing. The City and the CDA must also find that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed and been found to be in the long-term best interest of the community. NEB. REV. STAT. §§ 18-2113(2) and 18-2116(1)(b).

The Redeveloper certifies that this Plan would not be economically feasible and would not occur in the blighted and substandard area without the use of tax increment financing due to the current high construction costs. Due to the infrastructure work that is required, the cost of the land, and other associated costs, TIF funding is essential to the completion of the Project.

Notwithstanding the foregoing, the Redeveloper understands the liability of the CDA and City is limited to the TIF Revenues received by the CDA related to the Project to pay the TIF Indebtedness. The Redeveloper shall look exclusively to the TIF Revenues related to this Project for the payment of any TIF Indebtedness. The Redeveloper acknowledges that the TIF Indebtedness will be set based on estimates and assumptions, including expectations as to the completion of construction and property valuations, suggested by the Redeveloper which may alter substantially and materially, and/or certain project costs incurred by the Redeveloper, and that tax increment revenues may be altered or eliminated entirely based on future decision of the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions.

Below are the portions of the project, and estimated costs, which the Redeveloper proposes to be paid for with TIF Revenues:

Land Acquisition	\$ 201,835.75
Site Preparation/Grading	\$ 13,800.00
Utilities/Water	\$ 180,329.00
Utilities/Sewer	\$ 192,254.00
Stormwater Retention	\$ 30,000.00
Sidewalk/Curb/Gutter	\$ 187,000.00
Alley	\$ 24,300.00
Civil Engineering	\$ 38,000.00
Survey/Plat	\$ 9,400.00
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	\$ 14,020.00
Estimate TIF Eligible Expenses	\$ 890,938.75

A proposed statutory Cost-Benefit Analysis of the Project is attached as Attachment 4.

B. Private Investment/Financing. The Redeveloper is making a substantial private investment related to the Plan, estimated in the amount of approximately \$2,768,900.00.

Below is a breakdown of the estimated costs and expenses of the Project and the use of funds for each.

Description	TIF Funds	Private Funds	
Land Acquisition	\$ 201,835.75		
Site Preparation/Grading	\$ 13,800.00		
Utilities/Water	\$ 180,329.00		
Utilities/Sewer	\$ 192,254.00		
Stormwater Retention	\$ 30,000.00		
Sidewalk/Curb/Gutter	\$ 187,000.00		
Alley	\$ 24,300.00		
Civil Engineering	\$ 38,000.00		
Survey/Plat	\$ 9,400.00		
Building Costs		\$ 2,750,000.00	
Legal		\$ 18,900.00	
Sub Totals	\$ 876,918.75	\$ 2,768,900.00	
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	\$ 14,020.00		
Estimate TIF Eligible Expenses	\$ 890,938.75		Total Project Costs
Totals	\$ 890,938.75	\$ 2,768,900.00	\$ 3,659,838.75

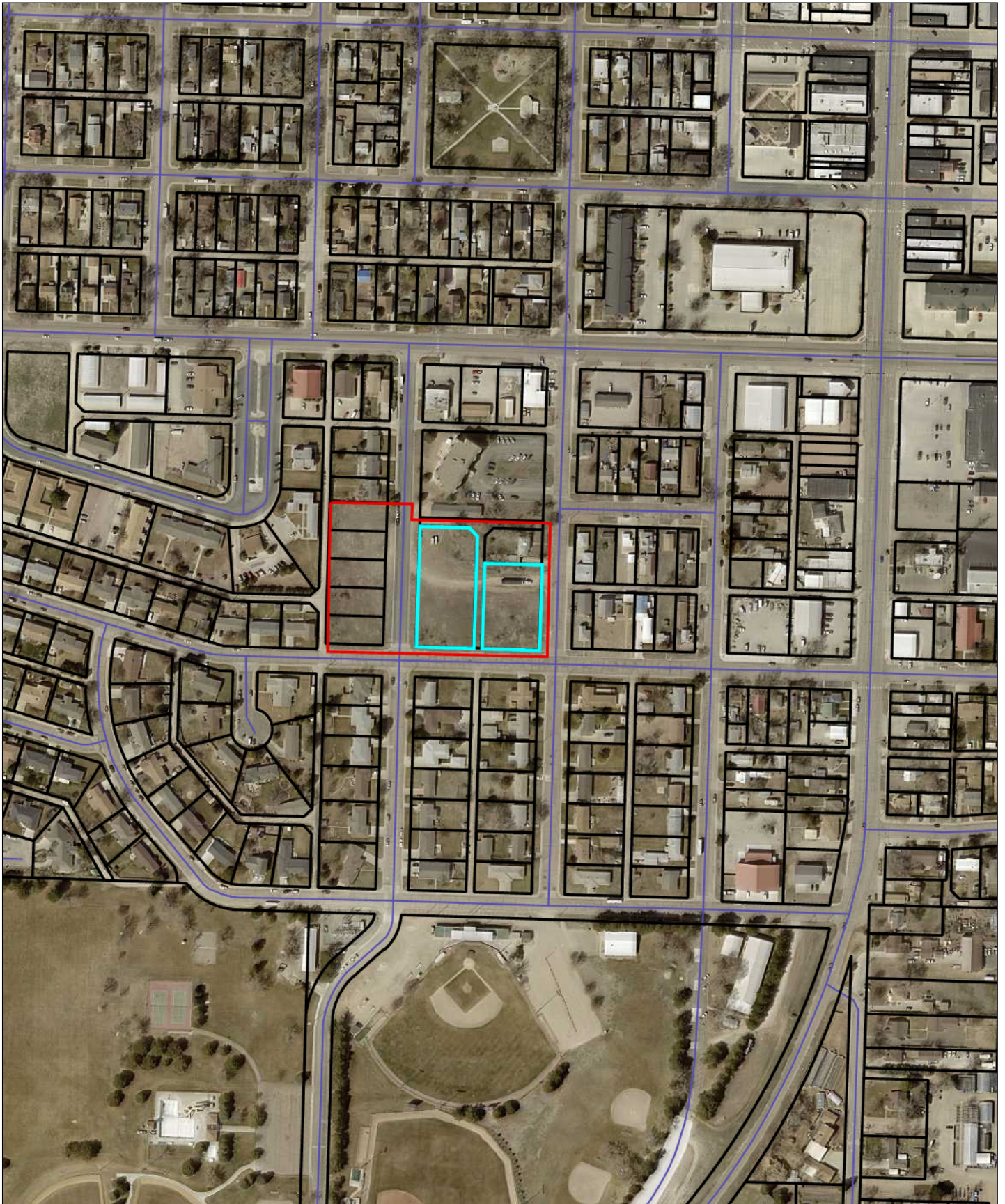
Please note that all the figures in this Plan are estimates and tax increment financing granted will be based on actual costs incurred for eligible expenses.

7. Implementation of the Plan.

Upon approval of this Plan, the Redeveloper will enter into a Redevelopment Contract with the CDA which shall govern the implementation of this Plan. All public improvements related to this Plan must be according to (a) plans and specifications approved in writing by the City in advance of commencement of construction, (b) all ordinances and codes adopted by the City, as in effect at the time that the public improvements are constructed, and (c) any other agreement related to the public improvements between the Redeveloper and the City. The Redevelopment Contract between the Redeveloper and the CDA does not replace or supersede the need for the Redeveloper to obtain other agreements, consents, permits, or licenses from the City related to the public improvements or other improvements as may be required by the City for the type of work to be performed on the Project Site.

**Integrity Developments Housing Redevelopment Plan
Attachment 1
Map of Project Site**

Project Site



**Integrity Developments Housing Redevelopment Plan
Attachment 2
Site Plan**



REVISIONS	
NO.	REMARKS
1	
2	
3	
4	
5	
6	

COTTAGES @ K STREET - BIRDSEYE VIEW



SCALE : 1" = 30'

A

01

COTTAGES @ K STREET
 DUPLEX DEVELOPMENT - GERING, NE



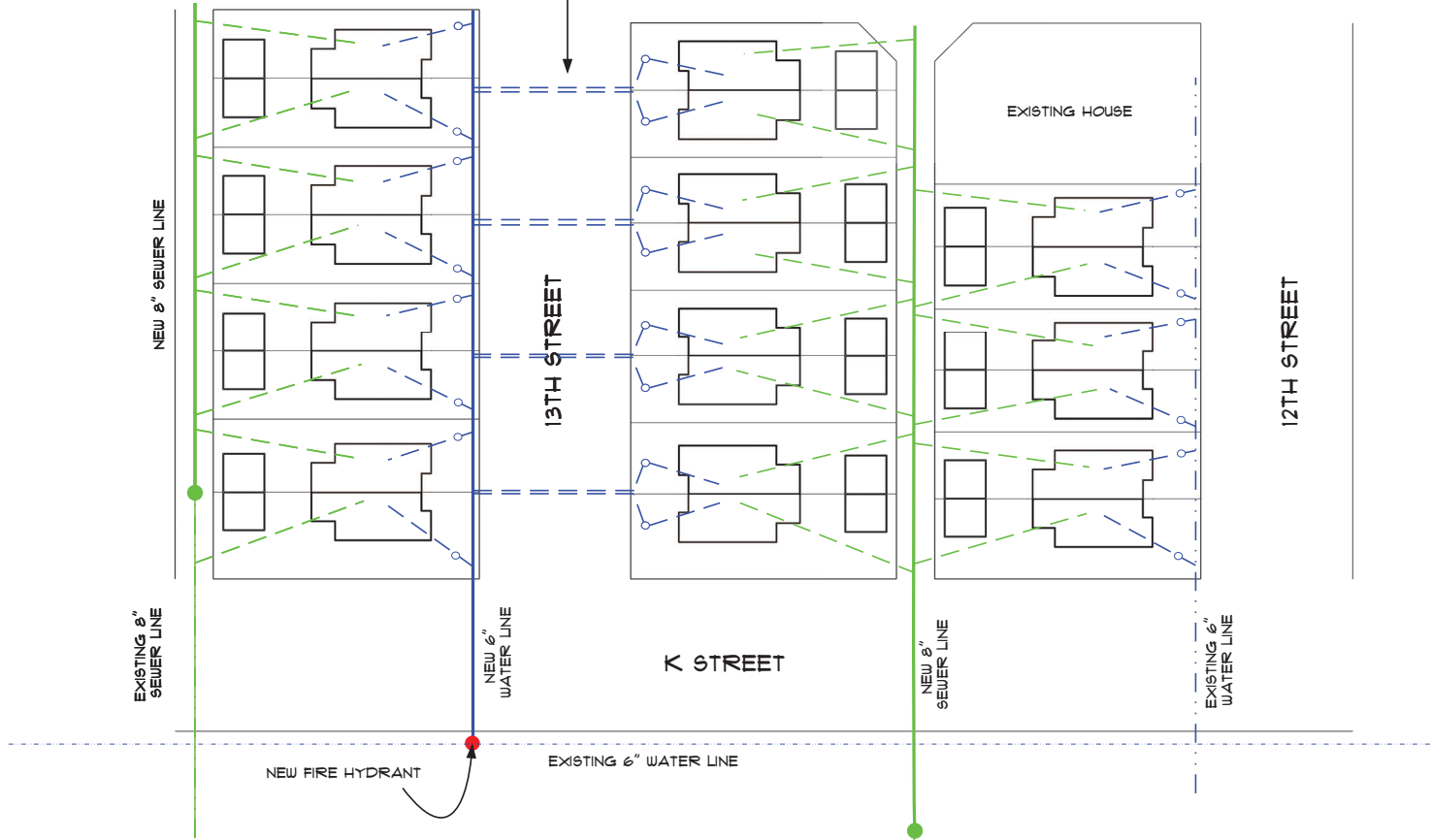
INTEGRITY
 DEVELOPMENTS, LLC

NO.	REVISION	DATE
1	PROVIDE	
2	REVISION	
3		
4		
5		
6		

COTTAGES @ K STREET - WATER/SEWER INFRASTRUCTURE

- NEW 3/4" SOFT COPPER
- NEW 4" SCH 40 PVC
- NEW WATER METER PIT

NEW BORE UNDER STREET. THERE WILL BE TWO 3/4" LINES IN EACH BORE THAT WILL RUN TO A NEW WATER METER PIT SET ON THE OPPOSITE SIDE OF THE STREET.



REV/ISS

NO.	DESCRIPTION	DATE
1	ISSUE	11/11/2024
2	REVISED	11/11/2024
3	REVISED	11/11/2024
4	REVISED	11/11/2024
5	REVISED	11/11/2024
6	REVISED	11/11/2024

INTEGRITY DEVELOPMENTS, LLC

COTTAGES @ K STREET
 DUPLEX DEVELOPMENT - GERING, NE

COTTAGES @ K STREET - SCENES



REV/ISS

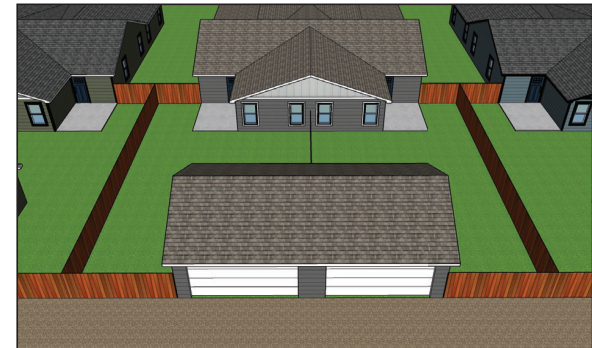
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INTEGRITY DEVELOPMENTS, LLC



COTTAGES @ K STREET
 DUPLEX DEVELOPMENT - GERING, NE

COTTAGES @ K STREET - SCENES



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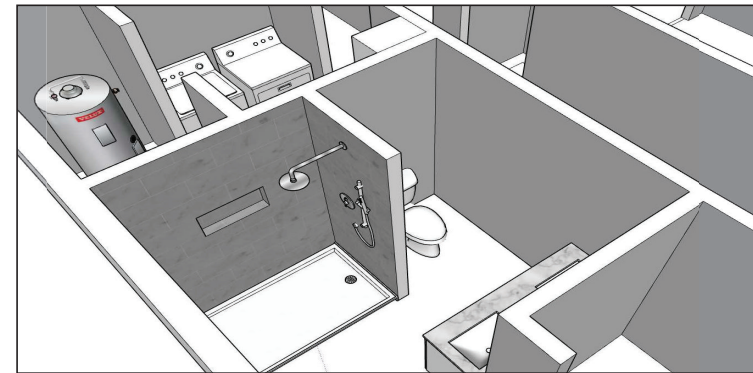
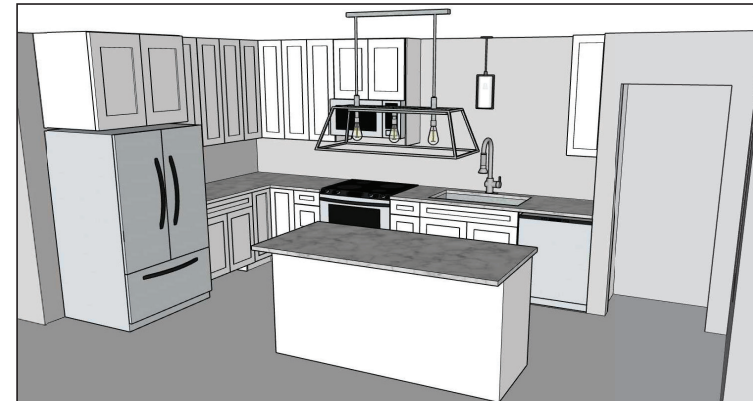
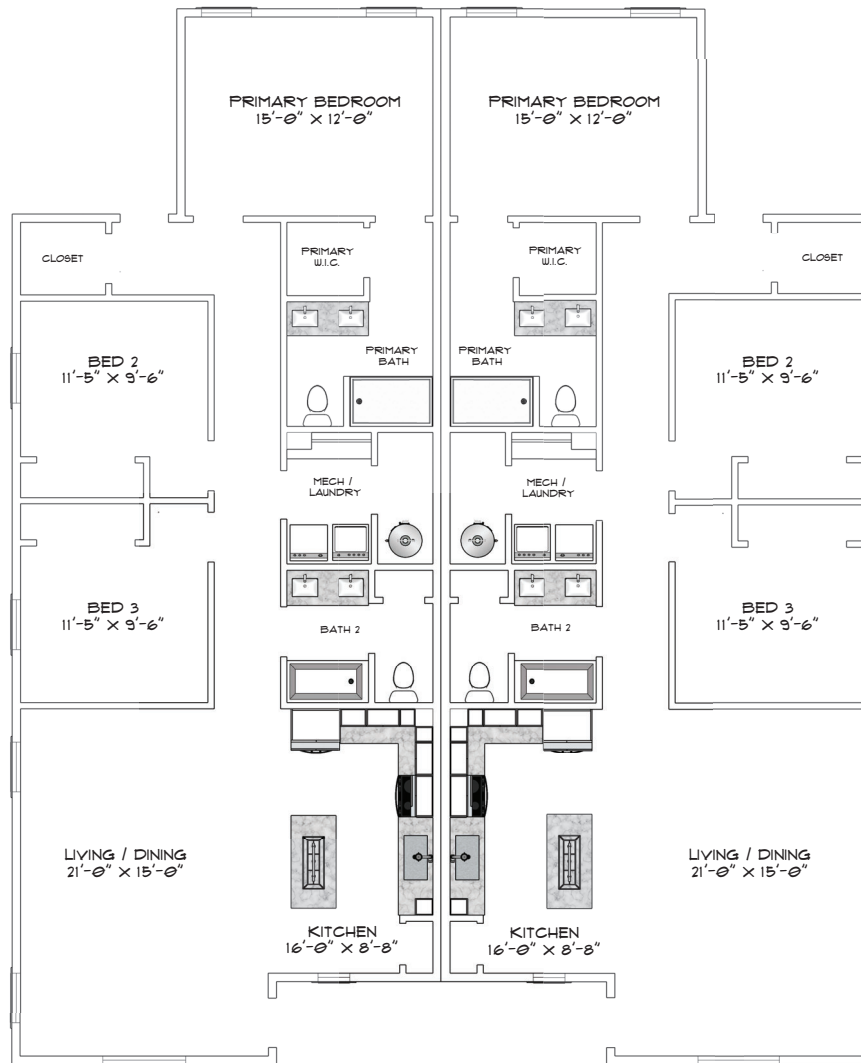
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INTEGRITY DEVELOPMENTS, LLC



**COTTAGES @ K STREET
DUPLEX DEVELOPMENT - GERING, NE**

COTTAGES @ K STREET - PLAN VIEW



REV/ISS

NO.	DESCRIPTION	DATE
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INTEGRITY DEVELOPMENTS, LLC



COTTAGES @ K STREET
 DUPLEX DEVELOPMENT - GERING, NE

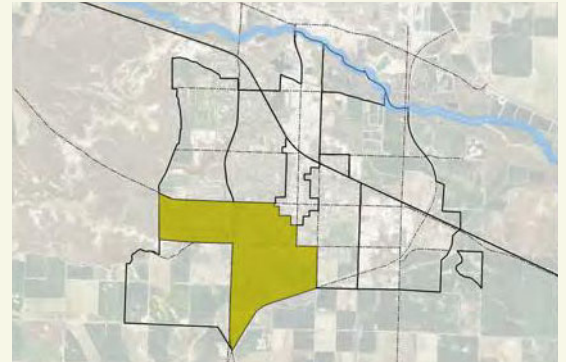
**Integrity Developments Housing Redevelopment Plan
Attachment 3
Excerpts from Comprehensive Plan**

District 3

Southwest Gering Neighborhood District

Existing Characteristics

The Southwest Gering Neighborhood District is predominately single-family detached residential uses on medium sized lots. Several small-scale multifamily uses are located off of M Street with neighborhood serving uses such as medical, schools, parks, and churches embedded throughout the district. Individual lots are wide and deep resulting in longer rectangular blocks. Front loaded driveways with alleys in the rear are typical with buildings set back from the street.



There is a high degree of interconnectedness yet limited multimodal choices. The wider lots and longer blocks makes travel by car most convenient for trips due to the separation between land uses. However the proximity of the district to the downtown, coupled with its relatively low density, should allow pedestrians and cyclists to share roads with vehicles in order to access downtown amenities.

A large community serving park and ball park are located within the district.

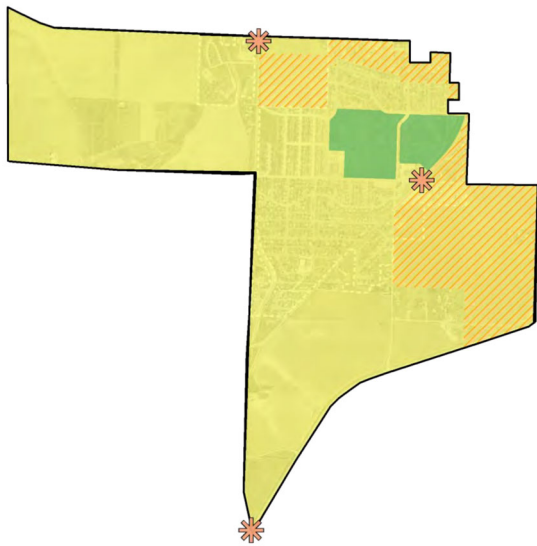
Future Desired Characteristics

The district includes some multifamily uses along M Street but contains predominately single-family detached housing forms. An important goal within the district will be to develop a variety of housing types and densities, including duplexes, tri-plexes and multifamily housing. Generally speaking, higher-density housing should be located along major streets or intersections with transit availability, or within or adjacent to commercial or mixed-use areas as a buffer between single-family neighborhoods and areas of commerce activities. Duplexes and tri-plexes can be blended and integrated throughout the neighborhood as part of an overall mix of housing.

New development should maintain a gridded street pattern with alleys to shift garage and parking access away from the street. As new residential areas are developed, sidewalks with street trees should be incorporated as well as multimodal linkages so residents can access key community amenities by foot, bike, or transit, including parks, schools, and commercial activity nodes. The large vacant piece of land located on the south-east corner of M Street and 5 Rocks Road is well suited for a commercial node that includes an assemblage of neighborhood serving uses such as convenience and small retail, professional services, food establishments, daycares and other uses that are compatible with the nearby residential.

District 3: Southwest Gering Neighborhood District

Future Places



Land Use

 Residential

Intensity

 Higher Density

Node

 Commercial Node

Land Use Scale & Form

Residential: The district is envisioned to contain a variety of residential densities and residential types. Existing residential should be maintained and enhanced whenever possible. New residential development should include a mix of low- to mid-scale multi-unit residential options. Small-scale multi-unit buildings are appropriate to intersperse between single- and two-unit residential with mid-scale multi-unit appropriate along heavier trafficked areas.

Commercial Node: Mixed-use along arterial/ collector streets as well as important intersections may be appropriate. Small scale commercial with a mix of medium and smaller scale buildings may be appropriate near the intersection of M Street and 5 Rocks Road. Transitions from the commercial activity node to nearby residential will be an important consideration.

Neighborhood and community based public/ semi-public facilities— places of worship; public safety facilities; schools.

Neighborhood parks, trails, and recreational facilities.

Primary Zoning

R1 Low Density Residential

R2 Medium Density Residential

R3 High Density Residential

C1 Neighborhood Commercial

**Integrity Developments Housing Redevelopment Plan
Attachment 4
Cost Benefit Analysis**

RESOLUTION CDA 8-24-1

BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF GERING, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan for the *Integrity Developments Housing Project* submitted by Integrity Developments LLC (the “Redevelopment Plan”) has been submitted to the Gering Community Development Agency (“CDA”). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the City’s Comprehensive Plan (the “Comprehensive Plan”). The Planning Commission recommended approval of the Redevelopment Plan to the CDA and City Council.

c. The CDA has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as set forth in this Resolution.

Resolved:

1. The proposed land uses and building requirements in the Redevelopment Plan are designed with the general purposes of accomplishing, in conformance with the Comprehensive Plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the provision of adequate transportation, water, sewerage, and other public utilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

2. The CDA has conducted a cost benefit analysis for the project in accordance with the Community Development Law, and finds that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, are in the long term best interests of the community. The Chairperson of the CDA is authorized to execute the cost benefit analysis to show the CDA’s review and discussion thereof.

3. The CDA states: (a) the Redeveloper has acquired a portion of the project area and will acquire the remainder of the project area in a private acquisition; the estimated costs of acquiring the project area is \$201,835.75; (b) the estimated cost of preparing the project area for redevelopment is \$13,800.00; (c) the proposed methods of financing of the project are (i) tax increment financing for eligible costs and private investment and borrowing for the remainder of the project costs; (d) the Redevelopment Plan does not propose that either the CDA or City will acquire the project area and neither the CDA nor City will receive proceeds or revenue from disposal of the project area to the Redeveloper; and (e) no families or businesses will be displaced as a result of the project.

4. The CDA recommends approval of the Redevelopment Plan to the City Council.

5. This Resolution along with the recommendation of the Planning Commission shall be forwarded to the City Council for its consideration when reviewing the Redevelopment Plan.

6. All prior resolutions of the CDA in conflict with the terms and provisions of this Resolution are repealed or amended, as the case may be, to the extent of such conflicts.

7. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED on August 26, 2024

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF GERING**

Chairperson

ATTEST:

Secretary

REDEVELOPMENT CONTRACT

THIS REDEVELOPMENT CONTRACT is entered into on _____ by and between the Community Development Agency of the City of Gering, Nebraska (the “Authority”) and Integrity Developments, LLC, a Colorado Limited Liability Company (the “Redeveloper”).

RECITALS

- A. The City Council of the City of Gering (“City Council” and “City” respectively) has declared the Site (as defined below) blighted and substandard as defined in the Nebraska Community Development Law, NEB REV. STAT. § 18-2101 et seq, (the “Act”).
- B. After a positive recommendation by the Planning Commission of the City, the Authority and City Council approved and adopted the Redevelopment Plan (“Plan”) submitted by the Redeveloper. The Plan is incorporated into this Redevelopment Contract by this reference.
- C. This Redevelopment Contract has been prepared according to the Act in order to implement the Plan submitted by the Redeveloper.
- D. This Redevelopment Contract is entered into by the Authority to provide financing for an approved redevelopment project.

NOW THEREFORE, in consideration of the foregoing recitals which are material to and made a part of this Contract, the covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

1. Definitions. The following terms in this Contract shall have the following definitions.

- a. “Contract” shall mean this Redevelopment Contract and all amendments, modifications, and extensions.
- b. “Holder(s)” means the registered owner or owners of the Indebtedness issued by the Authority.
- c. "Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority according to this Contract to provide financing for the Project Costs (as defined below) and secured in whole or in part by TIF Revenues (as defined below).
- d. “Project” shall mean the Project as described in the Plan.
- e. “Project Costs” shall mean the costs for those activities described on Schedule B and reimbursable to Redeveloper under the Act. The amount of the Project Costs shall be the amount actually incurred by the Redeveloper for such activities, and the estimates set forth on Schedule B are provided for budgeting purposes only.
- f. “Public Improvements” shall include, without limiting the generality of the description for public improvements, all improvements related to the Project required by the City to be completed, which may be on City property or in the City right of way, and/or relating to City services, utilities, or infrastructure.

- g. "Resolution" shall mean any Resolution of the Authority authorizing the issuance of the Indebtedness and/or approving this Contract.
- h. "Site" shall mean the real estate legally described on Schedule A together with all buildings, improvements and fixtures located thereon and portions of the adjacent public right of way and property as contemplated to be used under the Plan.
- i. "TIF Revenues" shall mean that portion of the ad valorem real estate taxes generated by the Project on the Site and allocated to the Authority according to NEB. REV. STAT. § 18-2147(1)(b).

2. Findings of the Authority: The Authority has made the following findings:

- a. The Plan has been duly approved by the City Council and adopted by the Authority according to the Act.
- b. The proposed land uses and building requirements in the Plan are designed with the general purposes of accomplishing, in conformance with the City's Comprehensive Plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the provision of adequate transportation, water, sewerage, and other public utilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.
- c. The Authority and City have each conducted a cost benefit analysis for the Project in accordance with the Act, and found that the Project would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, are in the long term best interests of the community.

3. Representations of the Redeveloper: The Redeveloper makes the following representations:

- a. The Redeveloper is a Colorado limited liability company.
- b. The execution and delivery of this Contract and the consummation of the transactions contemplated under this Contract will not conflict with or constitute a breach of or default under any contract to which Redeveloper is a party or by which it is bound.
- c. There is no litigation pending and to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the Project or this Contract.
- d. The Project as set forth in the Plan would not be economically feasible or occur in the project area without tax increment financing.
- e. The Redeveloper will only use funds granted by the Authority for the purposes set forth in the Act.
- f. Redeveloper acknowledges that interest on the Indebtedness is not tax-exempt interest under state or Federal law.

- g. Redeveloper acknowledges and represents that it has been advised that the Indebtedness, including any note or bond, is not registered under the Securities Act of 1933, as amended, and that the Authority is not presently required to register under Section 12 of the Securities and Exchange Act of 1934. The Redeveloper therefore recognizes that if and when the Redeveloper may wish to sell or resell the Indebtedness as held by it there may not be any available current business and financial information about the Authority or the Project. Further, the Redeveloper realizes that no trading market presently exists or is ever expected to exist for the Indebtedness. The Redeveloper understands that it may need to bear the risks of an investment in the Indebtedness for an indefinite period of time, since any sale prior to maturity of the Indebtedness may not be possible or may be at a price below that which the Redeveloper is paying for the Indebtedness.
- h. The Redeveloper has conducted its own investigation and has undertaken the responsibility to verify the accuracy and completeness and truth of any statement made or omitted to be made concerning any of the material facts relating to the Indebtedness and the Project and transactions relating thereto.
- i. The Redeveloper is acquiring the Indebtedness for its own account for investment and not with a view for resale or distribution, except that the Redeveloper may assign the Indebtedness to the Redeveloper's lender, provided that such lender shall first acknowledge the Redeveloper's investor related representations substantially the same as set forth in Section 3 of this Contract. The Redeveloper has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Indebtedness, has financial resources sufficient to sustain the risks related to holding the Indebtedness, and is aware of the intended use of the proceeds and the risks involved therein.
- j. The Redeveloper has been offered an opportunity to ask questions of and receive answers from the Authority and the officers of the Authority concerning the terms and conditions of the Indebtedness and to obtain any additional information on the status of the Project and to obtain any additional financial information and documentation necessary to supplement or clarify the information provided to the Redeveloper.
- k. The Redeveloper understands the liability of the Authority and City shall be limited to the TIF Revenues received by the Authority with respect to the Project available to pay the Indebtedness and the Redeveloper shall look exclusively thereto for the payment on the Indebtedness.
- l. The Redeveloper acknowledges that the Indebtedness has been set based on estimates and assumptions including expectations as to the completion of construction and valuations suggested by the Redeveloper, which may alter substantially and materially, and/or certain costs of the Project to be incurred by the Redeveloper, and that tax increment revenues may be altered or eliminated entirely based on future decisions of the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions.
- m. The Redeveloper acknowledges that the Indebtedness is being purchased in a direct private placement negotiated between the Authority and the Redeveloper in which no broker, dealer, or municipal securities dealer has participated and is therefore not subject to any of the requirements of Rule 15c2-12 of the Securities and Exchange Commission requiring the providing of certain information upon issuance and certain additional information on a periodic basis.

- n. The Redeveloper understands that THE INDEBTEDNESS IS A LIMITED OBLIGATION OF THE AUTHORITY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THIS CONTRACT.
- o. The Indebtedness does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Authority or City and does not impose any general liability upon the Authority or City. No official of the Authority or City nor any person executing the Indebtedness shall be liable personally by reason of its issuance.

4. Obligations of Redeveloper. In addition to the Redeveloper's other obligations in this Contract, the Redeveloper agrees to the following:

- a. Redeveloper has delivered to the City and Authority documents as required by the Authority showing who has authority to sign the Contract and related documents on behalf of the Redeveloper. The City and Authority may rely on such documents unless they are revoked and replaced in writing by the Redeveloper.
- b. Redeveloper will with reasonable diligence pursue and implement the Project. Redeveloper is responsible for obtaining all permits and approvals necessary to construct the Project. Until construction of the Project is complete, Redeveloper will report the progress of the Project to the Authority and City. Redeveloper will furnish to the City a Certificate of Completion upon full completion of the Project.
- c. At any time, whether before or after commencement of the Project, the Authority may require any or all of the following:
 - i. That any general contractor chosen by the Redeveloper or the Redeveloper itself obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations naming the Authority and/or City as additional insureds.
 - ii. That any contractor chosen by the Redeveloper or the Redeveloper itself purchase and maintain property insurance upon the Project to the full insurable value thereof which insure against the perils of fire and extended coverage, includes "All Risk" insurance for physical loss or damage, and insures all stored materials.
 - iii. That the contractor or the Redeveloper, as the case may be, furnish the Authority with a Certificate of Insurance evidencing policies as may be required above and providing that the Authority be given prior written notice in the event of cancellation of or material change in any of any of the policies.

- iv. That the Redeveloper furnish or cause to be furnished to the Authority security consistent with policies established by the City for other development projects to guarantee the completion of the Public Improvements related to the Project. Any security furnished by the Redeveloper may be required to be up to the amount of the actual cost of the Public Improvements. It is contemplated that the Redeveloper will enter into one or more contracts for the construction of the Public Improvements. The actual cost of the Public Improvements will be determined by the provisions of such contract. If any required security furnished by the Redeveloper is a bond or letter of credit, the bond or letter of credit shall provide that upon demand by the Authority, the Authority shall be paid all sums which will enable the Authority to complete the Public Improvements. If security required by the Authority is insufficient to complete the Public Improvements, the Redeveloper will remain directly liable to the Authority for the balance. The Authority may, at its option, assess all or any part of the amounts owed for the Public Improvements and not covered by the bond or letter of credit and not paid for by Redeveloper.
- v. That the Redeveloper furnish or cause to be furnished to the Authority or City, a payment bond in the amount of the Public Improvements with a corporate surety authorized to do business in the State of Nebraska and approved by the Authority or City, conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor or its subcontractors with labor, materials, equipment, or supplies for the Public Improvements and indemnifying and saving harmless the Authority or City to the extent any payments under this Contract which the Authority or City may be required to make under law. The Authority or City may allow, in lieu of this surety bond, a cash bond in the amount determined by the Authority or City, to be held by the Authority or City for the purposes set forth in this subsection. The cash bond shall be refunded to the Redeveloper upon the completion of the applicable Public Improvements and the Authority's or City's receipt of evidence, satisfactory to the Authority or City, that all persons having performed labor or furnished materials, equipment, or supplies for such Public Improvements have been fully paid.
- d. The location, size and layout and construction of the Public Improvements shall be according to (i) plans and specifications approved in writing by the City in advance of commencement of construction, which approval will not be unreasonably withheld, (ii) all ordinances and codes adopted by the City in effect at the time that the Public Improvements are constructed, and (iii) any other agreement related to the Public Improvements between the Redeveloper and the City. This Contract does not replace or supersede the need for the Redeveloper to obtain other agreements, consents, permits, licenses from the City related to the Public Improvements or other improvements as may be required by the City for the type of work to be performed.
- e. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.
- f. The Redeveloper will hold the Indebtedness or arrange for the purchase of the Indebtedness in a private placement satisfactory to the Authority. The Authority and City shall have no obligation to sell the Indebtedness.

- g. Prior to the completion of the Project, any loan proceeds obtained by the Redeveloper which are secured by mortgage, deed of trust, or other lien or encumbrance on the Site, or any portion thereof, shall be used solely for the costs and expenses associated with the development of the Site according to the Plan, unless otherwise agreed to by the Authority in writing. This provision shall apply to loan proceeds procured in connection with Redeveloper's acquisition and development of the Project, but shall not restrict Redeveloper's ability to maintain its existing loan facilities which may be secured by blanket liens or mortgages on all or substantially all of Redeveloper's property.
- h. The Redeveloper shall retain copies of all documents and records associated with the Plan and Project received or generated by the Redeveloper and make such documents available to the City and Authority, upon request, for at least three years after the end of the last fiscal year in which ad valorem real estate taxes are divided for the Project.
- i. The Redeveloper shall pay the Authority a fee to cover the Authority's expenses in Plan preparation and other arrangements in connection with the Project, this Contract, and the Indebtedness. The fees shall be as set forth on Schedule C.

5. Issuance of Indebtedness.

- a. The Authority will authorize the issuance of the Indebtedness, subject to such terms and conditions set forth in this Contract and the Resolution. The maximum amount of the Indebtedness is limited to the sum of all applicable Project Costs incurred by the Redeveloper. No Indebtedness will be issued until Redeveloper has become obligated for a portion of the Project Costs.
- b. The interest rate of the Indebtedness will be the Wall Street Journal Prime Rate (as of the date of issuance), plus 1%, or as agreed upon by the Redeveloper and the Authority.
- c. The Authority shall create a fund to collect and hold the TIF Revenues. Such fund shall be used for no other purpose other than to pay the Indebtedness.
- d. The Authority will make a grant to the Redeveloper, up to the amount of the Indebtedness, to pay the Redeveloper for the Project Costs actually incurred by the Redeveloper, subject to the limitations set forth in this Contract. The Indebtedness and the grant shall not exceed the amount of Project Costs as certified according to Section 6(a) of this Contract. The Authority shall have no obligation to provide grant funds from any source other than the funds actually received by the Authority for the purchase price paid to the Authority for the Indebtedness. Upon the request of the Redeveloper, the purchase price of the Indebtedness shall be offset against the grant described herein.

6. Cost Certification and Disbursement of Funds. Proceeds of the Indebtedness shall be advanced and disbursed in the manner set forth below:

- a. The Redeveloper may submit to the Authority a grant disbursement request (the "Disbursement Request") executed by an authorized representative of the Redeveloper. The Disbursement Request shall: (i) certify the actual Project Costs incurred by the Redeveloper in the completion of such portion of the Project and (ii) include documentation to the Authority's satisfaction that such Project Costs have been incurred and all other requirements under this Contract relating to the work have been met. All Disbursement Requests are subject to review and approval by the Authority. Determinations by the Authority whether costs included in the Disbursement Request are properly included as Project Costs as defined in this Contract shall be made in the sole discretion of the Authority and shall be conclusive and binding on the Redeveloper.

b. The Authority shall inform the Holder in writing of the amount of the Disbursement Request allocated to the Indebtedness for reimbursable Project Costs under this Contract. Upon notification from the Authority, the Holder (if other than the Redeveloper) may make deposits to the Authority in such amount necessary to pay the Project Costs set forth in the Disbursement Request. Such amounts shall be proceeds of the Indebtedness to be granted to the Redeveloper under Section 5(d) of this Contract. If the Redeveloper is the Holder, the grant to the Redeveloper shall be offset by the increase in the principal balance of the Indebtedness by the amount of the Project Costs of the approved Disbursement Request.

7. **TIF Revenues:** The Authority pledges the TIF Revenues derived from the Site as security for and to provide payment of the Indebtedness. No other funds of the City or Authority secure or will be paid toward the Indebtedness. The Authority will pay the Holder of the Indebtedness the TIF Revenues according to the terms of the Indebtedness and this Contract. Any shortfall in TIF Revenues to pay the Indebtedness shall be borne entirely by the Redeveloper and Holder without recourse of any kind against the Authority or the City. TIF Revenues will be derived from the Site as follows:

a. Any ad valorem real estate tax on the Site (or any portion of the Site as determined by Redeveloper) for the benefit of any public body may be divided for a period of fifteen (15) years.

b. The Site may be developed in phases over an extended period. Redeveloper will decide, from time to time, when to begin the division of real estate taxes on a particular tax parcel within the Site (each a "TIF Site"). When Redeveloper determines that it would like to begin the division of real estate taxes on a particular tax parcel, Redeveloper will notify the Authority of (i) the tax parcel and (ii) the effective date of the division of the real estate taxes on such parcel. Redeveloper and the Authority will then execute an amendment of this Contract to specify such terms (a "TIF Site Designation Amendment"). The Chair of the Authority may execute each TIF Site Designation Amendment without further approval of the Authority or City.

c. The ad valorem real estate taxes on a TIF Site will be divided as follows:

i. That portion of the ad valorem real estate tax on the TIF Site which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

ii. That portion of the ad valorem real estate tax on the TIF Site in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premium due in connection with the Indebtedness. When such Indebtedness, including interest and premium due have been paid, the Authority shall notify the County Assessor and County Treasurer and all ad valorem real estate taxes upon the TIF Site shall be paid into the funds of the respective public bodies; and

iii. Any interest and penalties due for delinquent taxes shall be paid in the funds of each public body in the same proportion as are all other taxes collected by or for the public body.

d. Within 30 days after a TIF Site Designation Amendment is executed, the Authority will file with the County Assessor a notice for dividing the ad valorem real estate tax on the TIF Site, as described in Section 18-2147(6) of the Act.

- 8. Redeveloper's Obligations While the Indebtedness is Outstanding.** Redeveloper covenants and agrees that while any Indebtedness is outstanding, Redeveloper shall:
- a. Not protest a taxable valuation of a TIF Site for which taxes are being divided.
 - b. Not convey the Site or structures thereon to any entity which would be exempt from paying real estate taxes;
 - c. Not apply to the Scotts Bluff County Assessor for any structures on the Site to be taxed separately from the land of the Site;
 - d. Maintain insurance for the full value of the structures on the Site and in the event of casualty, apply such insurance proceeds to completing or repairing the Project;
 - e. Pay or cause to be paid all real estate taxes and assessments levied on the Site prior to the time they become delinquent;
 - f. Provide progress reports and any relevant financial records regarding the Project to the City or Authority upon request; and
 - g. Include the restrictions in this Section 8 in any subsequent sale, assignment, sale-leaseback or other transfer of the Site or any portion thereof. If such restrictions are included, the Redeveloper shall not otherwise be responsible for the action or inaction of third parties if these covenants are breached by third parties and the Redeveloper no longer owns the Site.
- 9. Authority's Liability.** The liability of the Authority under the Indebtedness shall be limited to the TIF Revenues and the Redeveloper and other Holders shall look exclusively to the TIF Revenues for the payment on the Indebtedness. **THE INDEBTEDNESS IS A LIMITED OBLIGATION OF THE AUTHORITY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THIS CONTRACT.**
- 10. Environmental Conditions.** In the development of the Site, the Redeveloper and its contractors shall not violate any applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (collectively referred to herein as "Environmental Laws"), and not do anything to introduce to the Site substances deemed to be hazardous or toxic under any Environmental Laws.
- 11. Indemnity.** To the fullest extent permitted by law, the Redeveloper shall indemnify, defend, and hold harmless the Authority and City from and against all claims, damages, losses, fines, assessments, and expenses, including, but not limited to, attorneys' fees (collectively, "Losses"), arising out of or resulting from (a) the negligent or intentional acts or omissions of the Redeveloper, any of Redeveloper's contractors or subcontractors, or anyone directly employed by any of them, or anyone for whose acts any of them may be liable or (b) the noncompliance with this Contract. The Redeveloper also agrees to indemnify and hold the City and Authority harmless for any claims for amounts which are the responsibility of the Redeveloper charged by persons or entities providing labor or materials for the Project. Notwithstanding the foregoing, in no event shall Redeveloper be required to indemnify, defend, or hold harmless the Authority and/or City for Losses to the extent such Losses are caused by the negligent or intentional acts or omissions of the Authority and/or City.

- 12. Nondiscrimination.** The Redeveloper shall not, in the performance of this Contract and the Project, discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, ancestry, disability, familial status, or receipt of public assistance.
- 13. Immigration Status.** Redeveloper agrees that all of its contractors providing services on the Site will utilize the federal immigration verification system, as defined in NEB. REV. STAT. § 4-114 to determine the work eligibility status of new employees physically performing services on the Project.
- 14. Conflicts of Interest.** No officer, employee, or agent of the Authority shall have any personal interest in this Contract, whether such interest is direct or indirect.
- 15. Assignment.** The Redeveloper may not assign its rights under this Contract without prior written consent of the Authority, which consent shall not be unreasonably withheld.
- 16. Covenants Running with the Land.** This Contract shall be binding upon the Redeveloper's successors and assigns, and shall run with the Site. The Redeveloper shall record this Contract or a memorandum of this Contract in the Scotts Bluff County Office of the Register of Deeds, to be indexed against the Site. The Redeveloper shall not be responsible for the violation or breach of these covenants by its successors or assigns.
- 17. Status of Parties.** The Authority is not and shall not be regarded as a partner, joint venturer, or other jointly acting party with the Redeveloper for any purpose whatsoever, and the undertakings and agreements on the part of the Authority herein are provided solely according to the provisions of the Act and for the governmental purposes of promoting and encouraging redevelopment in blighted and substandard areas.
- 18. Approvals by the Authority.** Whenever, under the terms of this Contract, the Authority has agreed that it shall take an action or cause an action to be taken and applicable statutes require public notice and a hearing or other procedures relating to public approval, the terms and conditions of this Contract shall be understood as subject to such requirements.
- 19. Default.** In the event of any default hereunder, the defaulting party shall, upon written notice to the other party proceed immediately to cure the default and such shall be cured within 30 days after the defaulting party's receipt of such notice or such longer time as may be allowed by the party giving notice. Any default which, by its nature, cannot be cured in the time allowed may be cured if curing is commenced within the time allowed and diligently pursued to completion thereafter. If the default is not timely cured, the non-defaulting party may pursue any remedy available to it at law or equity, including specific performance. In addition, in the event of a default by the Redeveloper which is not timely cured as set forth above, then the Authority may suspend its performance under this Contract or rescind or terminate this Contract. Neither party shall be deemed to be in default of their respective obligations in the event of delay in the performance of such obligations due to causes beyond such party's reasonable control and without its fault including, but not limited to acts of God, acts of the public enemy, acts of the Federal government, fires, floods, epidemics, quarantine, strikes, freight embargos, or delays of subcontractors due to such causes. In the event of any such delay, the party being delayed shall give prompt notice to the other party and the time for performance of the obligation being delayed shall be equitably extended.

20. Notices and Demands. Any notice, demand, or other communication under this Contract by either party shall be sufficiently given or delivered if it is sent by certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

If to Redeveloper: Integrity Developments, LLC
161 E. Saturn Dr, Unit 4-B
Fort Collins, CO 80525

If to Authority: Gering Community Development Agency
Attn: City Clerk
1025 P Street
PO Box 687
Gering, NE 69341

Either party may give notice of a change in contact information in the manner specified herein.

21. Complete Contract. This Contract represents the complete understanding between the parties concerning the subject matter of this Contract, and no other promises or agreements relating to the subject matter of this Contract shall be binding unless they are made in writing and authorized and executed by both parties. *Provided that*, the terms of any Resolution passed by the Authority related to the Indebtedness are made a part of and incorporated into this Contract by this reference.

22. Governing Law. Nebraska law will govern the construction of and the performance under this Contract.

23. Schedules. All schedules referenced above are incorporated into this Contract by this reference.

24. Intent. This Contract is entered into by the Authority to provide financing for an approved redevelopment project.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

Executed this ____ day of _____, 2024.

**CITY OF GERING, NEBRASKA
COMMUNITY DEVELOPMENT
AGENCY**

**Integrity Developments, LLC
a Colorado Limited Liability Company**

Chairperson

By: _____

Printed Name: _____

Title: _____

STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF ss.

The foregoing Redevelopment Contract was acknowledged before me this ____ day of _____, 2024 by _____, Chairperson on behalf of the City of Gering, Nebraska Community Development Agency, after being duly authorized.

Notary Public

STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF ss.

The foregoing Redevelopment Contract was acknowledged before me this ____ day of _____, 2024 by _____ [name], the _____ [title] of Integrity Developments, LLC, a Colorado Limited Liability Company, on behalf of the Company.

Notary Public

Schedule A
The Site

Lots 1 and 2, Integrity Developments, LLC Subdivision, a Replat of Block 2, MQ Subdivision, City of Gering, Scotts Bluff County, Nebraska, and Lots 1, 2, 3, 4, and 5, Block 2, Thompson Addition to the City of Gering, Scotts Bluff County, Nebraska (Scotts Bluff County Parcel ID Nos. 010241892, 010001526 010241981, 0102741973, 010241965, 010241957, and 010241949), and adjacent public right of way.

Schedule B
Estimated Project Costs

Land Acquisition	\$ 201,835.75
Site Preparation/Grading	\$ 13,800.00
Utilities/Water	\$ 180,329.00
Utilities/Sewer	\$ 192,254.00
Stormwater Retention	\$ 30,000.00
Sidewalk/Curb/Gutter	\$ 187,000.00
Alley	\$ 24,300.00
Civil Engineering	\$ 38,000.00
Survey/Plat	\$ 9,400.00
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	\$ 14,020.00
Estimate TIF Eligible Expenses	\$ 890,938.75

Schedule C
Fee

- | | | |
|----|--------------------|--|
| 1. | Application Fee: | \$ 250.00 |
| 2. | Processing Fee: | \$8,770.00 (due upon execution of Contract) |
| 2. | Administrative Fee | \$5,000.00 (due upon issuance of Indebtedness) |

RESOLUTION NO. CDA 8-24-2

BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF GERING, NEBRASKA:

Recitals:

- a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan for the *Integrity Developments Housing Project* submitted by Integrity Developments LLC (the “Redevelopment Plan”) has been submitted to the Gering Community Development Agency (“Authority”). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.
- b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the City’s Comprehensive Plan. The Planning Commission recommended approval of the Redevelopment Plan to the Authority and City Council.
- c. The Authority has approved and adopted the Redevelopment Plan.
- d. The City Council is scheduled to hold a public hearing regarding and review and analyze the Redevelopment Plan, and consider the Redevelopment Plan for approval at its regular meeting scheduled for August 26, 2024.
- e. The Authority and Integrity Developments, LLC (the “Redeveloper”) desire to enter into a Redevelopment Contract (the “Contract”) under which the Authority will provide a grant and tax increment financing to the Redeveloper to assist with the implementation of the Redevelopment Plan. Capitalized terms not otherwise defined in this Resolution shall have the same meaning as provided for in the Contract.

Resolved:

1. The Contract between the Authority and Redeveloper is approved, contingent on the City Council’s approval of the Redevelopment Plan. Once this contingency has been met, the Chairperson of the Authority is authorized to sign the Contract on behalf of the Authority without any further approval other than this Resolution. The Chairperson of the Authority may, in consultation with the City Engineer, make changes and amendments to the Contract and take all actions and execute all documents which the Chairperson deems in the best interest of the Authority in connection with the Redevelopment Plan. This Resolution shall be construed consistently with the Contract. Once the Contract has been entered into by the parties, the following resolutions shall automatically become effective, without any further action of the Authority.
2. A tax increment financing note shall be ordered issued by the Authority and shall be designated as “Tax Increment Financing Note (*Integrity Developments Housing Project*)” (the “Note”).
3. The Note shall be executed by the Chair and Secretary of the Authority and the official seal of the City shall be placed thereon.
4. The City Engineer or the City Engineer’s designee shall have authority to review and approve Disbursement Requests on behalf of the Authority and carry out all other administrative duties and decisions of the Authority relating to the Note and the Contract.

5. The City Treasurer (the “Agent”) as Agent of the Authority is authorized to give notice to the County Assessor for dividing ad valorem real estate taxes according to the terms of the Contract and carry out all other administrative duties and decisions of the Authority relating to the Note.

6. The Note is a special, limited obligation of the Authority and is not secured by any obligation or pledge of any monies received or to be received from taxation, other than tax increment revenues as set forth in the Contract and as described in NEB. REV. STAT. § 18-2147. The Note shall not in any event be a debt of the Authority (except to the extent of the tax increment revenues pledged under the Contract), the City, the State, nor any of its political subdivisions, and neither the Authority, the City, the State nor any of its political subdivisions is liable therefor. In no event shall the Note be payable out of any funds or properties other than those of the Authority acquired under the Contract. The Note does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Authority and does not impose any general liability upon the Authority. No member or official of the Authority nor any person executing the Note shall be liable personally on the Note.

7. The Note shall be in substantially the form of the attached Exhibit A and shall be subject to the terms and conditions as set forth in the Contract and this Resolution (including those in Exhibit A).

- a. The Note shall be issued in fully registered form. The name and address of the registered owner of the Note shall at all times be part of the records of the Authority at City Hall in Gering, Nebraska.
- b. The Note shall be dated the date the Note is initially issued and delivered (“Date of Original Issue”) and shall bear interest in the amount set forth in the Contract or as otherwise determined by the Agent and Redeveloper. The Agent is authorized to determine: (i) the Date of Original Issue, (ii) the principal amount of the Note, (iii) the maturity date of the Note, and (iv) any other term of the Note, but all subject to the terms of the Contract and this Resolution.
- c. The Note shall be issued to such owner as agreed between the Redeveloper and the Authority. Upon execution of the Note and compliance with all other provisions of this Resolution and the Contract, the Note shall be registered by the Agent in the name of the owner and shall be delivered in consideration of payment of the principal amount thereof to the City’s Treasurer in current bankable funds or as otherwise set forth in the Contract. From such purchase price, the Authority shall make a grant to the Redeveloper according to the terms of the Contract.
- d. The initial purchaser (and any assignee) shall be required to deliver an investment representation letter to the Agent in a form satisfactory to the Authority, as advised by the Authority’s attorney. No Note shall be delivered to any owner unless the Authority has received from the owner such documents as may be required by the Authority to demonstrate compliance with all applicable laws and the Contract.
- e. The records maintained by the Authority as to the principal amount issued, the accrued interest, and amounts paid on this Note shall be the official records of the cumulative outstanding principal amount and accrued interest of this Note for all purposes.
- f. The Agent shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Agent.

g. A transfer of the Note may be registered only upon surrender of the Note to the Agent, together with an assignment duly executed by the owner or its attorney or legal representative in a form as satisfactory to the Agent. Prior to any transfer, the transferee shall provide to the Authority an investor's letter in a form satisfactory to the Authority, and shall deposit with the Authority an amount to cover all reasonable costs incurred by the Authority, including legal fees, related to such transfer. Upon any registration of transfer, the Authority may execute and deliver a new Note registered in the name of the transferee, with a principal amount equal to the principal amount of the Note surrendered and with the same maturity and interest rate. The Note surrendered in any such exchange shall be canceled by the Agent. A transfer of any Note may be prohibited by the Authority if a default then exists under the Contract. The Authority may impose any additional restrictions on the transfer of any Note as may be required to ensure compliance with applicable laws.

8. The Chairperson of the Authority, City Administrator, City Engineer and their designees are authorized to take any and all actions, and to execute any and all documents deemed by them necessary to affect the transactions contemplated in the Contract and authorized by this Resolution.

9. All prior resolutions of the Authority in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.

10. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED on August 26, 2024

**COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
GERING**

Chairperson

ATTEST:

Secretary

EXHIBIT A
(FORM OF NOTE)
TAX INCREMENT FINANCING NOTE (Integrity Developments Housing Project)
ISSUED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF GERING,
NEBRASKA

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 20__*

_____ per annum

REGISTERED OWNER: _____
PRINCIPAL AMOUNT: SEE SCHEDULE 1

FOR VALUE RECEIVED, the **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF GERING, NEBRASKA** (the “**Authority**”) promises to pay to the Registered Owner named above, solely from the TIF Revenues (as defined below), the Principal Amount identified on Schedule 1 or other records of the Authority, together with interest on the unpaid principal balance at the rate set forth above, calculated as simple interest and without compounding, subject to the terms and conditions of this Note.

Authority for Note. This Note is issued by the Authority under the authority of and in compliance with the Constitution and statutes of the State of Nebraska and under Resolution No. CDA 8-24-2 passed and adopted by the Authority on August 26, 2024, as from time to time amended and supplemented (the “**Resolution**”). The Resolution incorporates by reference the terms of the Redevelopment Contract between the Authority and Integrity Developments, LLC dated _____ (the “**Contract**”). The terms of the Resolution and Contract are incorporated in this Note by this reference.

Purpose and Intent. This Note has been authorized and issued by the Authority to aid in financing a redevelopment project as defined in the Nebraska Community Development Law.

Definition of TIF Revenues. “**TIF Revenues**” means that portion of the ad valorem real estate taxes generated by the Project on the Site (as those terms are defined in the Contract) and allocated and paid to the Authority according to NEB. REV. STAT. § 18-2147.

Payments. Within 90 days after receiving TIF Revenues, the Authority shall remit such TIF Revenues to the Registered Owner until this Note is paid in full. Payments will be applied first to accrued interest and then to principal. Payments will be mailed by the Authority to the Registered Owner at the address provided in the Provision for Registration of this Note.

Maturity Date. *The City Treasurer as Agent of the Authority has the right and the authority to extend the maturity date of this Note if TIF Revenues securing this Note may be collected after the then-current maturity date. If TIF Revenues securing this Note are collected after the maturity date, then the Authority shall pay such funds to the Registered Owner, to the extent there are still amounts due and owing under this Note.

Authority Records Controlling. The Authority and the Agent may treat the Registered Owner as the absolute owner of the Note for the purpose of making payments and for all other purposes and neither the Authority nor the Agent shall be affected by any notice or knowledge to the contrary. The records maintained by the Authority as to the principal amount issued, the accrued interest, and amounts paid on this Note shall be the official records of the cumulative outstanding principal amount and accrued interest of this Note for all purposes.

Limited Obligation. This Note is a special limited obligation of the Authority payable solely from and is secured solely by the TIF Revenues. This Note shall not be payable from the general funds of the City or the Authority, nor shall this Note constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than the TIF Revenues. This Note is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority. Neither the City nor the Authority shall be liable for the payment of this Note out of any funds of the City or the Authority other than TIF Revenues, according to and as limited by the Resolution and Contract. Neither the members of the Authority nor any person executing this Note shall be liable personally on this Note.

**COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF GERING,
NEBRASKA**

[S E A L]

By: _____ (manual signature)
Chairperson

By: _____ (manual signature)
Secretary

PROVISION FOR REGISTRATION

Date of Registration	Name and Address of Registered Owner	Signature of Agent

[The remainder of this page intentionally left blank]

CITY OF GERING REDEVELOPMENT PLAN MODIFICATION (SECOND)
Crossroads Cooperative Expansion Project

Introduction

The City of Gering Community Development Agency (the “CDA”) modifies the Redevelopment Plan submitted by Crossroads Cooperative Association (the “Redeveloper”) for the Crossroads Cooperative Expansion Project approved by the City on May 11, 2020, as modified on August 24, 2020 (the “Plan”).

This Second Modification is not a substantial modification as defined in Neb. Rev. Stat. § 18-2115(3). Thus, this Second Modification can be approved by the authority according to Neb. Rev. Stat. § 18-2117.

Purposes for Second Modification

1. On August 18, 2023, the Redeveloper recorded the Final Plat of Blocks 1A and 2A, Crossroads Subdivision, a Replat of Block 1, Crossroads Subdivision and Lots 1-6, Block 1, Lots 1-6, Block 4, Lots 1-6, Block 5, Lots 1-4, Block 7, First Addition to North Gering, and Unplatted Lands within the Northwest Quarter of Section 1, Township 21 North, Range 55 West of the 6th P.M. Scotts Bluff County, Nebraska (the “Replat”).
2. The Replat modified the boundaries and legal description of the Project Site. This Second Modification is to make the Project Site as described in the Redevelopment Plan consistent with the Replat.
3. Block 2A of the Replat has been sold by Redeveloper to a third party, so Block 2A is excluded from the “Project Site.” (Taxes are not currently being divided on Block 2A).

Modification

The “Project Site” is now described as set forth below.

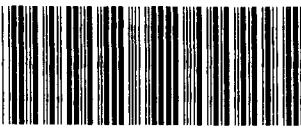
Block 1A, Crossroads Subdivision, a Replat of Block 1, Crossroads Subdivision and Lots 1-6, Block 1, Lots 1-6, Block 4, Lots 1-6, Block 5, Lots 1-4, Block 7, First Addition to North Gering, and Unplatted Lands within the Northwest Quarter of Section 1, Township 21 North, Range 55 West of the 6th P.M. Scotts Bluff County, Nebraska and adjacent public right of way (Scotts Bluff County Parcel Nos. 010348255, 010018948, and 010001494);

and

Block 6, Pioneer Trails Industrial Park in the City of Gering, Scotts Bluff County, Nebraska (Scotts Bluff County Parcel No. 010247254).

This description modifies the Project Site described in Attachment 1 of the Plan, as modified by the first modification.

The Plan, as modified by this Second Modification, will continue in full force and effect.



2023-3229

RECORDED
SCOTTS BLUFF COUNTY, NE

Date 8.18.23 Time 9:37 AM

Inst. 2023 3229
Jean A. Bauer

REGISTER OF DEEDS

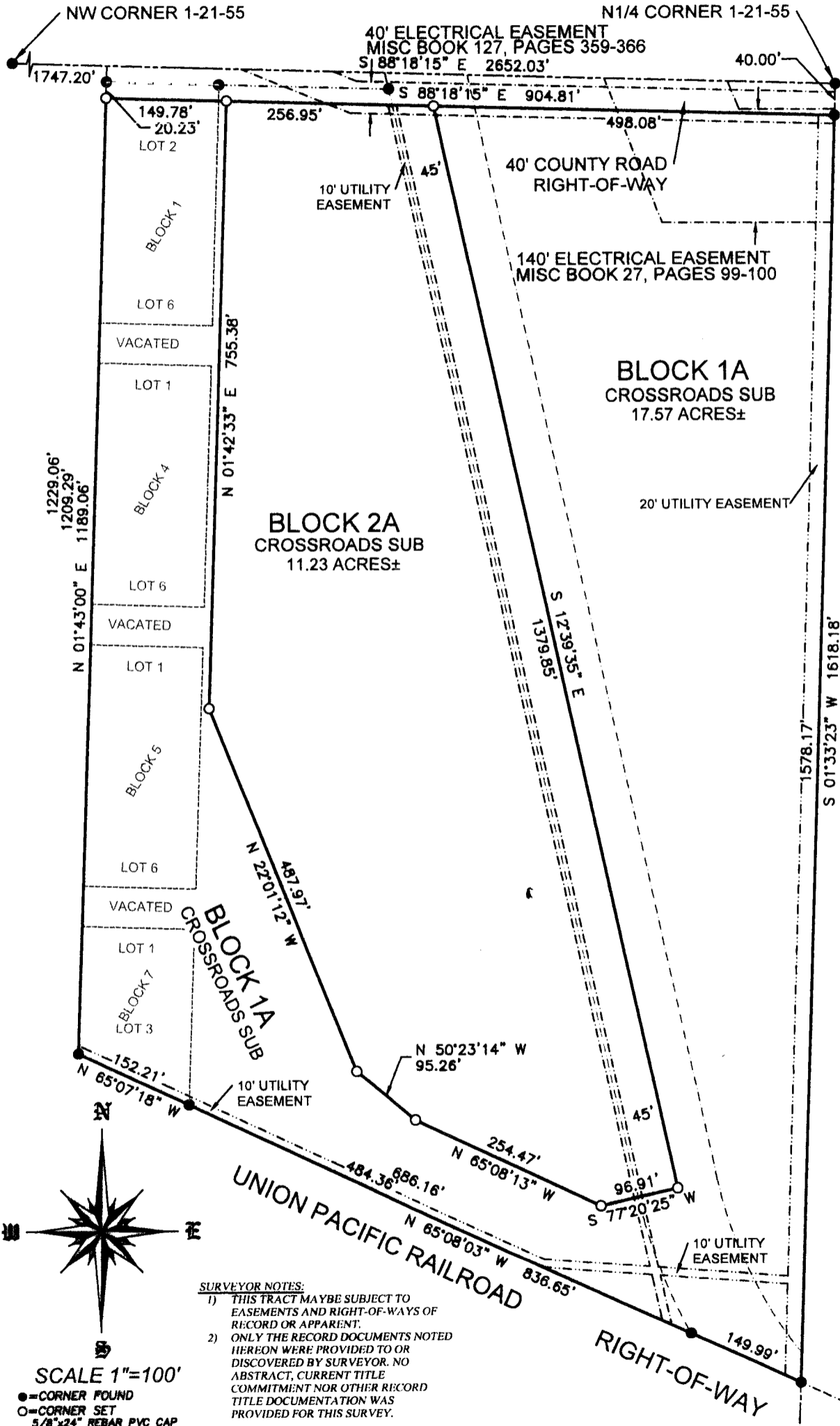
NUM PAGES 3
DOC TAX _____ PD _____ CHG _____ RET _____
FEES 22.00 PD CHG _____ RET _____
TOTAL 22.00 csh
REC'D Crossroads Cooperative Assoc.
RET For Office Use

COMPUTER CC
PICTURED 0
IMAGED _____

THIS PAGE INCLUDED FOR INDEXING PURPOSES

FINAL PLAT

BLOCKS 1A AND 2A, CROSSROADS SUBDIVISION, A REPLAT OF BLOCK 1, CROSSROADS SUBDIVISION AND LOTS 1-6, BLOCK 1, LOTS 1-6, BLOCK 4, LOTS 1-6, BLOCK 5, LOTS 1-4, BLOCK 7, FIRST ADDITION TO NORTH GERING, AND UNPLATTED LANDS WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTT BLUFF COUNTY, NEBRASKA.



SURVEYOR NOTES:

- 1) THIS TRACT MAYBE SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD OR APPARENT.
- 2) ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY SURVEYOR. NO ABSTRACT, CURRENT TITLE COMMITMENT NOR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED FOR THIS SURVEY.

SCALE 1"=100'

●=CORNER FOUND
 ○=CORNER SET
 5/8"x24" REBAR PVC CAP

SHEET 1 OF 2

PROJECT:
 CROSSROADS 1-21-55
 R & C WELDING
 GERING, NEBRASKA

ACCUSTAR SURVEYING
 30801 COUNTY ROAD 17
 PHONE: (308) 623-0197
 MITCHELL, NE 69357
 CELL: (308) 631-0737

Scale 1"=200'
 Date: JUNE 16, 2023
 Drawn By: BMS
 REVISIONS:

FINAL PLAT

BLOCKS 1A AND 2A, CROSSROADS SUBDIVISION, A REPLAT OF BLOCK 1, CROSSROADS SUBDIVISION AND LOTS 1-6, BLOCK 1, LOTS 1-6, BLOCK 4, LOTS 1-6, BLOCK 5, LOTS 1-4, BLOCK 7, FIRST ADDITION TO NORTH GERING, AND UNPLATTED LANDS WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTT BLUFF COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATE:

I, SCOTT M. BOSSE, NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PREPARED THE PLAT FOR BLOCKS 1A AND 2A, CROSSROADS SUBDIVISION, A REPLAT OF BLOCK 1, CROSSROADS SUBDIVISION AND LOTS 1-6, BLOCK 1, LOTS 1-6, BLOCK 4, LOTS 1-6, BLOCK 5, LOTS 1-4, BLOCK 7, FIRST ADDITION TO NORTH GERING, AND UNPLATTED LANDS WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTT BLUFF COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 200 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.



WITNESS MY HAND AND SEAL this 20th day of JUNE, 2023.

Scott M. Bosse
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603

OWNER'S STATEMENT AND DEDICATION:

WE, THE UNDERSIGNED, BEING THE OWNERS OF BLOCK 1, CROSSROADS SUBDIVISION AND LOTS 1-6, BLOCK 1, LOTS 1-6, BLOCK 4, LOTS 1-6, BLOCK 5, LOTS 1-4, BLOCK 7, FIRST ADDITION TO NORTH GERING, AND UNPLATTED LANDS WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTT BLUFF COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAY HAVE CAUSED SUCH REAL ESTATE TO BE PLATTED AS BLOCKS 1A AND 2A, CROSSROADS SUBDIVISION, A REPLAT OF BLOCK 1, CROSSROADS SUBDIVISION AND LOTS 1-6, BLOCK 1, LOTS 1-6, BLOCK 4, LOTS 1-6, BLOCK 5, LOTS 1-4, BLOCK 7, FIRST ADDITION TO NORTH GERING, AND UNPLATTED LANDS WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTT BLUFF COUNTY, NEBRASKA.

THAT THE FOREGOING PLAT WAS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS.

HEREBY DEDICATE THE ADDITIONAL ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS AS SHOWN ON THE FOREGOING PLAT FOR THE USE AND BENEFIT OF THE PUBLIC.

DATED THIS 18 DAY OF August, 2023.

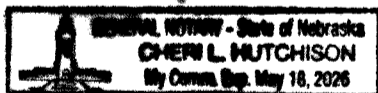
BY: Shain Shimic
SHAIN SHIMIC, REGIONAL MANAGER
CROSSROADS COOPERATIVE ASSOCIATION

ACKNOWLEDGMENT:

STATE OF NEBRASKA)
COUNTY OF SCOTT'S BLUFF)

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME SHAIN SHIMIC, REGIONAL MANAGER, CROSSROADS COOPERATIVE ASSOCIATION, TO ME KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FOREGOING "OWNER'S STATEMENT" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY NOTORIAL SEAL THIS 18 DAY OF August, 2023.



Cheri L. Hutchison
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 18, 2026

APPROVAL AND ACCEPTANCE

THE FOREGOING PLAT OF BLOCKS 1A AND 2A, CROSSROADS SUBDIVISION, A REPLAT OF BLOCK 1, CROSSROADS SUBDIVISION AND LOTS 1-6, BLOCK 1, LOTS 1-6, BLOCK 4, LOTS 1-6, BLOCK 5, LOTS 1-4, BLOCK 7, FIRST ADDITION TO NORTH GERING, AND UNPLATTED LANDS WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTT BLUFF COUNTY, NEBRASKA, IS HEREBY APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GERING, SCOTT'S BLUFF COUNTY, NEBRASKA, BY RESOLUTION DATED THIS 14th DAY OF August, 2023.

[Signature]
MAYOR



ATTEST: Katherine J. Bell
CITY CLERK

Table with 4 columns: SHEET 2 OF 2, PROJECT: CROSSROADS 1-21-55, ACCUSTAR SURVEYING (address and phone), and Scale/Date/Drawn By/REVIEWED.

REDEVELOPMENT CONTRACT SECOND AMENDMENT

THIS REDEVELOPMENT CONTRACT SECOND AMENDMENT (“Second Amendment”) is entered into on _____ by and between the Community Development Agency of the City of Gering, Nebraska (the “Authority”) and Crossroads Cooperative Association, a Nebraska Cooperative Company (the “Redeveloper”).

- A. The Authority and Redeveloper entered into that Redevelopment Contract dated June 10, 2020, as amended on or about August 25, 2020 (the “Redevelopment Contract”) to implement the Project and Plan (as modified), as defined in the Redevelopment Contract.
- B. The Authority has adopted a Second Modification to the Plan (the “Second Modification”).
- C. The Authority and Redeveloper desire to amend the Redevelopment Contract in order to implement the Second Modification.

Amendment:

- 1. Schedule A of the Redevelopment Contract shall be restated as set forth in “Schedule A (Second Amendment)” which is attached to this Second Amendment.
- 2. The “TIF Site” shall mean the entire Site as described in Schedule A (Second Amendment) of this Second Amendment.
- 3. This Second Amendment is entered into by the Authority to provide financing for an approved redevelopment project.
- 4. The Redevelopment Contract, as amended by this Second Amendment, shall otherwise remain unchanged and in full force and effect.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

Executed this ____ day of _____, 2024.

**CITY OF GERING, NEBRASKA
COMMUNITY DEVELOPMENT
AGENCY**

**CROSSROADS COOPERATIVE
ASSOCIATION**

Chairperson

By: _____

Printed Name _____

Title: _____

STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF ss.

The foregoing Redevelopment Contract Second Amendment was acknowledged before me this ____ day of _____, 2024 by _____, Chairperson on behalf of the City of Gering, Nebraska Community Development Agency, after being duly authorized.

Notary Public

STATE OF NEBRASKA; COUNTY OF _____ ss.

The foregoing Redevelopment Contract Second Amendment was acknowledged before me this ____ day of _____, 2024 by _____, _____ on behalf of Crossroads Cooperative Association, a Nebraska Cooperative Company, after being duly authorized.

Notary Public

Schedule A (Second Amendment)

The Site

Block 1A, Crossroads Subdivision, a Replat of Block 1, Crossroads Subdivision and Lots 1-6, Block 1, Lots 1-6, Block 4, Lots 1-6, Block 5, Lots 1-4, Block 7, First Addition to North Gering, and Unplatted Lands within the Northwest Quarter of Section 1, Township 21 North, Range 55 West of the 6th P.M. Scotts Bluff County, Nebraska and adjacent public right of way (Scotts Bluff County Parcel Nos. 010348255, 010018948, and 010001494);

and

Block 6, Pioneer Trails Industrial Park in the City of Gering, Scotts Bluff County, Nebraska (Scotts Bluff County Parcel No. 010247254).

RESOLUTION NO. CDA 8-24-3

BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF GERING, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a “Redevelopment Plan” (as modified) for the *Crossroads Cooperative Expansion Project* submitted by Crossroads Cooperative Association (the “Redeveloper”) has been approved by the Gering Community Development Agency (“CDA”) and Gering City Council.

b. The CDA and the Redeveloper have entered into a Redevelopment Contract dated June 10, 2020, as amended on or about August 25, 2020 (the “Redevelopment Contract”) related to the Redevelopment Plan.

c. The CDA adopted Resolution No. 5-20-3 on May 11, 2020 which ordered issued “Tax Increment Financing Note (Crossroads Cooperative Expansion).”

d. On August 18, 2023, the Redeveloper recorded the Final Plat of Blocks 1A and 2A, Crossroads Subdivision, a Replat of Block 1, Crossroads Subdivision and Lots 1-6, Block 1, Lots 1-6, Block 4, Lots 1-6, Block 5, Lots 1-4, Block 7, First Addition to North Gering, and Unplatted Lands within the Northwest Quarter of Section 1, Township 21 North, Range 55 West of the 6th P.M. Scotts Bluff County, Nebraska (the “Replat”).

e. A Second Modification (the “Second Modification”) to the Redevelopment Plan has been proposed to reconcile the definition of the Project Site in the Plan with the legal descriptions in the Replat.

f. The proposed Second Modification is not a substantial modification as defined in Neb. Rev. Stat. § 18-2115(3). Thus, the Second Modification can be approved by the authority according to Neb. Rev. Stat. § 18-2117.

Resolved:

1. The Second Modification is approved and adopted.

2. The Second Amendment to the Redevelopment Contract (“Second Amendment”) as presented to the CDA is approved. The Chairperson of the CDA is authorized to sign the Second Amendment on behalf of the CDA. The Chairperson, in consultation with the City Engineer, may make changes and amendments to the Second Amendment and take all actions and execute all documents which the Chair deems in the best interest of the CDA in connection with the Second Modification.

3. Resolution No. 5-20-3 shall be amended by and construed consistently with the Redevelopment Contract as amended by the Second Amendment, once signed, but otherwise Resolution No. 5-20-3 shall remain in full force and effect. Nothing in the Second Modification, this Resolution, or Second Amendment shall adversely affect any Indebtedness issued according to the Plan or Redevelopment Contract.

4. The Chairperson of the Authority, City Administrator, City Engineer, and City Treasurer and their designees are authorized to take any and all actions, and to execute any and all documents deemed by them necessary to affect the changes contemplated by the Second Modification and Second Amendment.

5. All prior resolutions of the CDA in conflict with the terms and provisions of this Resolution are repealed or amended, as the case may be, to the extent of such conflicts.

6. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED on August 26, 2024

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF GERING**

Chairperson

ATTEST:

Secretary