

CITIZENS ADVISORY REVIEW COMMITTEE

**P.O. Box 1968
Grand Island, NE 68802-1968
Phone: (308) 385-5444, ext. 111
Fax: (308) 385-5486**

AGENDA

Thursday, September 2, 2021

Noon

**Council Chambers
Grand Island City Hall**

1. Call to Order David Koubek
2. Roll Call RaNae Edwards
3. Approval of June 3, 2021 Minutes..... David Koubek
4. Grand Island Area Economic Development Update..... Dave Taylor
5. Review of LB840 Application (Hornady Manufacturing Company) Dave Taylor
6. Adjournment David Koubek

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITIZENS ADVISORY REVIEW COMMITTEE

June 3, 2021

Pursuant to due call and notice thereof, a Regular Meeting of the Citizens Advisory Review Committee (CARC) of Grand Island, Nebraska was in the Council Chambers at City Hall, 100 East 1st Street on June 3, 2021. Notice of the meeting was given in *The Grand Island Independent* on May 26, 2021.

Vice Chairman David Koubek called the meeting to order at 12:00 p.m. The following board members were present: David Koubek, Jack Sheard, Tom O'Neill, Mike Kneale, and Matthew Armstrong. Jason Morledge was absent. City Officials present were City Clerk RaNae Edwards, Finance Director Pat Brown, and Assistant City Attorney Stacy Nonhof.

APPROVAL OF MINUTES. Motion by Mike Kneale, second by Matthew Armstrong to approve the minutes of the March 4, 2021 meeting. Upon roll call vote, all voted aye. Motion adopted.

ELECTION OF VICE-CHAIRMAN. Nominations for Vice-Chairman of the Citizens Advisory Review Committee were opened. David Koubek nominated Matthew Armstrong. Upon roll call vote to elect Matthew Armstrong as Vice-Chairman, all voted aye. Motion adopted.

GRAND ISLAND AREA ECONOMIC DEVELOPMENT SEMI-ANNUAL REPORT. GIAEDC Executive Director Dave Taylor presented the Semi-Annual Report. Presented was an update on the eligible business activities. The following LB840 Projects were active:

- Hendrix Genetics – 43 new jobs
- GIX Logistics – 12 new jobs
- Zabuni Specialty Coffee Auction – 10 new jobs
- Amur Equipment Finance – 15 new jobs
- Dramco Tool Company – 7 new jobs

Current LB840 Balance as of May 24, 2021 was \$1,459,793. The following LB840 projects were active:

- Amur Equipment Finance – \$56,000
- Zabuni Specialty Coffee Auction - \$51,666
- GIX Logistics – \$93,334
- Dramco Tool Company - \$17,142

Ending LB840 balance was \$1,241,649.

LB840 funds invested were \$5,994,100. There were 1, 048 jobs created with annual wages of \$33,836,296 at an average wage from 2015-2020 of \$19.07 per hour.

Reviewed was Platte Valley -- East with six lots for sale. Mr. Taylor stated the EDC 2021 Annual Meeting would be held at Indianhead Golf Club on Thursday, June 17, 2021.

Motion by Matthew Armstrong, second by Jack Sheard to approve the EDC Semi-Annual Report and forward to the Grand Island City Council. Upon roll call vote, all voted aye. Motion adopted.

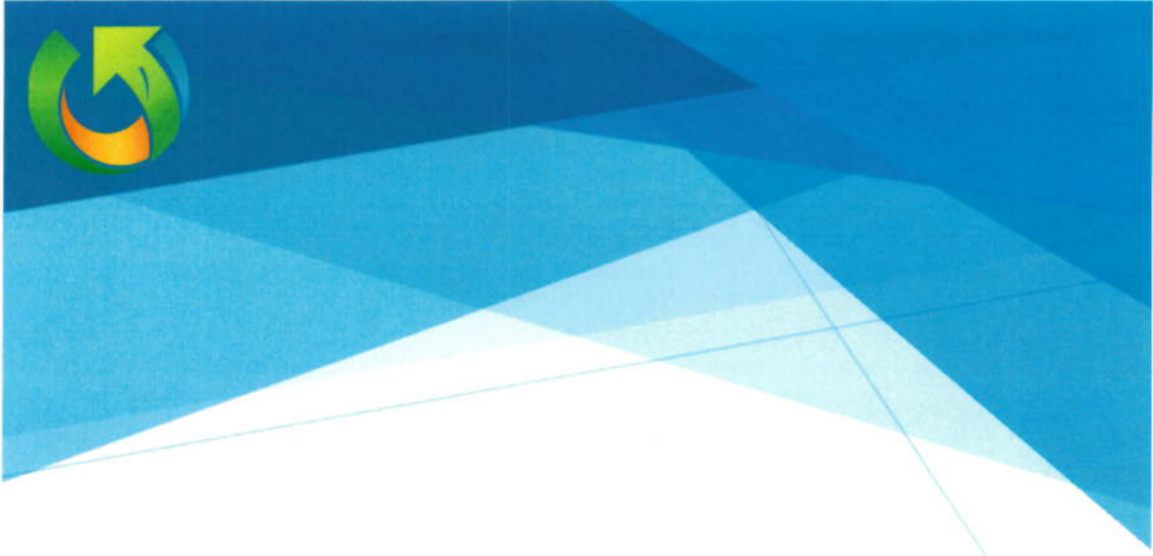
REVIEW OF LB840 APPLICATION (GIX LOGISTICS, INC.). Executive Director Dave Taylor presented the application for GIX Logistics, Inc. This was an expansion of their current business to add 15 employees at an hourly rate of \$29.50. They were requesting \$40,000 in job training assistance, up to \$247,500 in job creation incentives, and up to \$22,500 in infrastructure funds for a total of \$310,000.00 in LB840 funds. This would be disbursed incrementally through 2024 after completion of workforce audits.

Motion by Jack Sheard, second by Tom O'Neill to approve the LB840 application for GIX Logistics, Inc. Upon roll call vote, all voted aye. Motion adopted.

The next meeting will be held on September 2, 2021 at noon.

ADJOURNMENT: 12:25 p.m.

RaNae Edwards
City Clerk



Q3 Update

LB840 Projects

Active:

- ▶ GIX Logistics (2019)
 - ▶ 12 new jobs
- ▶ Zabuni Specialty Coffee Auction
 - ▶ 10 new jobs
- ▶ Amur Equipment Finance
 - ▶ 15 new jobs
- ▶ Dramco Tool Company
 - ▶ 7 new jobs
- ▶ GIX Logisitcs (2021)
 - ▶ 15 new jobs



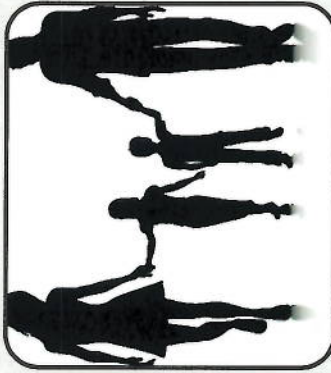


LB840 Balance as of 5/24/21	\$1,492,377
Amur Equipment Finance	(\$20,000)
Zabuni Specialty Coffee	(\$51,666)
GIX Logistics (2019)	(\$93,334)
Dramco Tool	(\$17,142)
GIX Logistics (2021)	(\$289,167)
EDC Operating Funds	(\$87,500)
Ending LB840 Balance	\$933,566



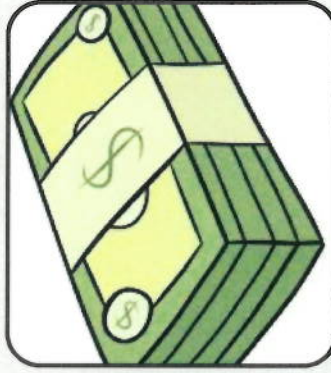
LB840 Funds
Invested:

\$6,304,100



Jobs Created:

1063



Annual Wages
Created:

\$34,756,696



2015-2021
Average Wage:

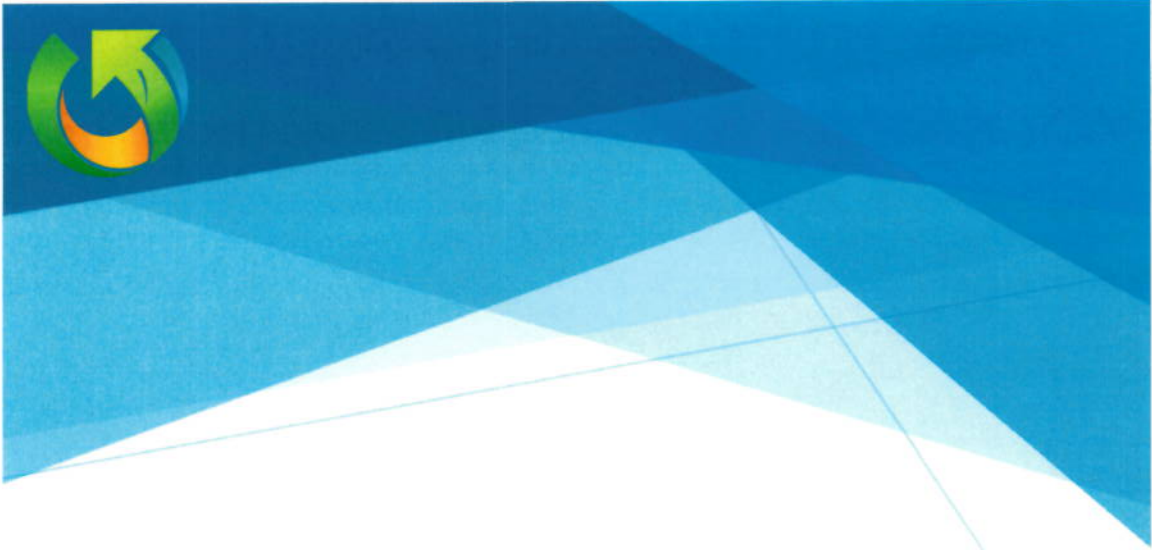
\$20.06

2021 Project Pipeline

Business Recruitment Projects:

- ▶ Green Thumb
 - ▶ Ice Age
 - ▶ Lee
 - ▶ Rex
 - ▶ Scale
 - ▶ Hexagon
 - ▶ Stern
 - ▶ French Fry
- ▶ BNPET
 - ▶ 3G
 - ▶ Wright
 - ▶ Singularity





BUILD

GRAND **ISLAND**

AN ECONOMIC DEVELOPMENT CORPORATION PROGRAM



BUILD

GRAND ISLAND
AN ECONOMIC DEVELOPMENT CORPORATION PROGRAM

- ▶ \$2 Million in Build Grand Island Rural Workforce Housing Fund
- ▶ **Eligible Activities:**
- ▶ New construction of owner-occupied spec housing- max \$285,000;
- ▶ New construction of rental housing- max \$200,000;
 - ▶ If student or intern housing, applicant must submit a letter of commitment and partnership from educational institutions and employers participating in student or intern housing program
- ▶ Substantial repair or rehabilitation of dilapidated housing stock, for which the cost to rehabilitate cannot exceed fifty percent (50%) of the unit's assessed value; and
- ▶ Upper story housing development in Grand Island's Railside Improvement District.





Call **Grand Island** Home

HOME HOUSING ENTERTAINMENT BUSINESS CLIMATE



CALL GRAND ISLAND HOME

Live where your **paycheck goes farther.**

Our houses are affordable. Our schools are great. We have opportunities for career advancement. Oh, and we have things to do. All that in a great location.

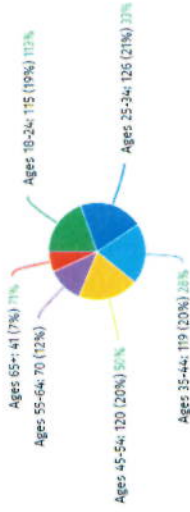
Great people, better opportunities. It is all waiting for you in Grand Island, Nebraska.



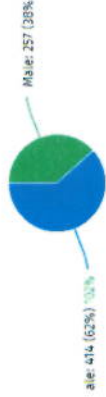
MovetoGrandIsland.com



Website Visitor Age



Website Visitor Gender



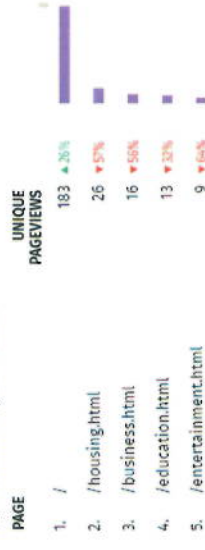
Website Visitor Locations



Web Traffic - Source / Medium



Top Website Pages - Views



Facebook Ads



Conversions - Form Submission

Facebook Page



FP Page - Engagement Rate



FB Ad Set Performance

AD SET	IMPRESSIONS	CLICKS	CTR	CPC	COST	ACTS.	ACT. RATE	COST/ACT.
Interest - NE - Away from Hometown - July Update	11,978	158	1.32%	\$0.60	\$95.49	8,814	73.58%	\$0.01
Interest - NE - Away from Hometown	3,714	29	0.78%	\$1.13	\$32.85	2,329	62.71%	\$0.01
Interest - NE - Small Business Owner	2,537	21	0.83%	\$1.22	\$25.64	1,108	43.67%	\$0.02
Interest - NE - Telecommute	3,475	49	1.41%	\$0.67	\$32.92	2,082	59.91%	\$0.02

HEAR Grand Island Proud to call Grand Island Home



Questions?

Thank YOU for your dedication to Grand Island.





Hornady Manufacturing
LB840 Application



Steve Hornady, President
Jason Hornady, Vice President







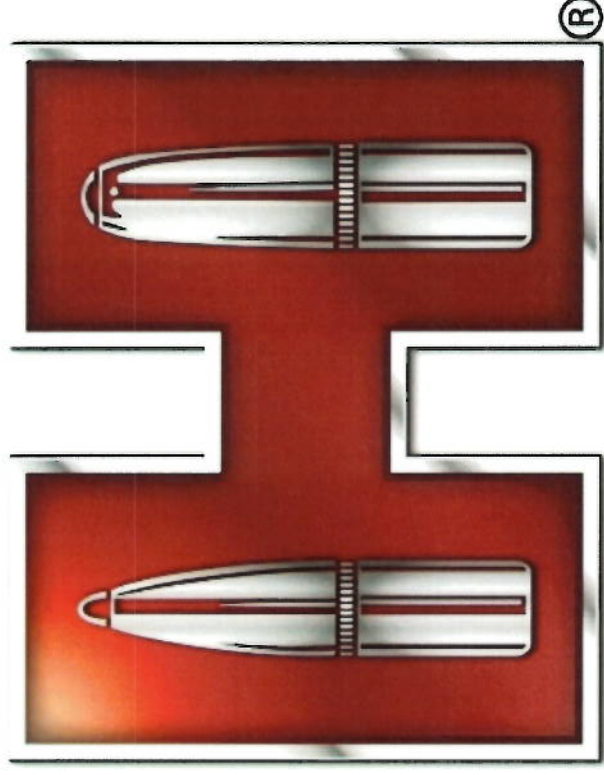


Hornady Manufacturing Main facility, located at 3625 Old Potash HWY



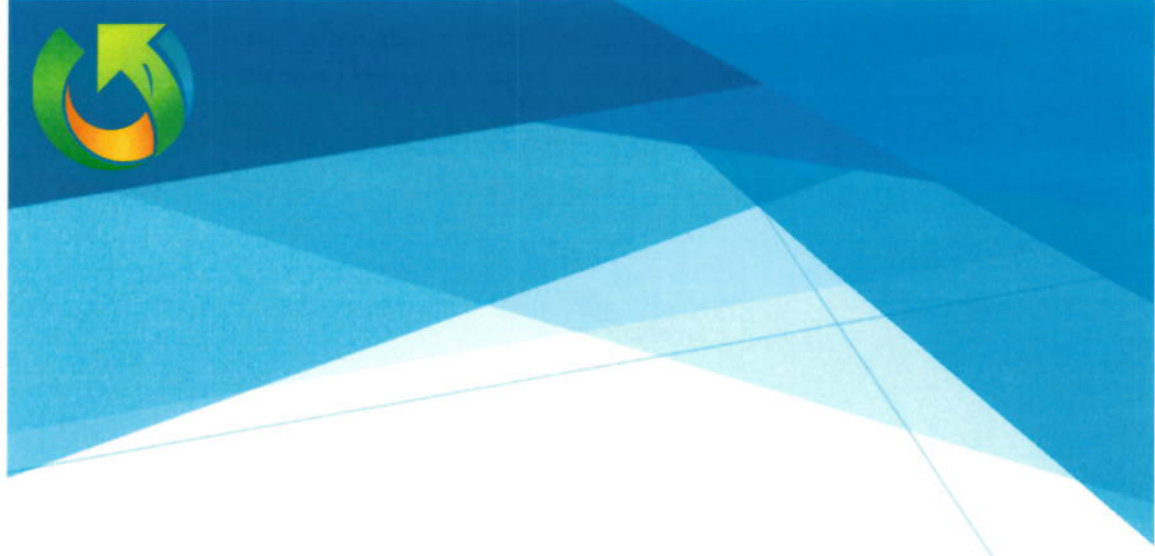
Hornady Manufacturing

- ▶ Adding 51 new FTEs to main location
 - ▶ 2021: Add 20 new jobs
 - ▶ 2022: Add 20 new jobs
 - ▶ 2023: Add 11 new jobs
- ▶ Increase employee count to 900+ in Grand Island
- ▶ Average of \$19.33 / hour



Hornady Manufacturing

- ▶ Proposed LB840 Incentive
 - ▶ Job Creation: \$306,000
 - ▶ Job Training: \$80,000
 - ▶ Infrastructure: \$239,500
 - ▶ **TOTAL: \$425,000**
- ▶ Disbursed incrementally through 2024
- ▶ After completion of workforce audits





Proposed LB840 Distribution Schedule

Year	LB840 Category	LB840 Funds Distributed
2021	Job Training	\$26,666
2022	Job Training Job Creation Infrastructure	\$185,666
2023	Job Training Job Creation	\$146,668
2024	Job Creation	\$66,000
TOTAL		\$425,000



Eligible Business Activities:

1. The manufacturer of articles of commerce
2. The conduct of research and development
3. The processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce
4. The sale of services in interstate commerce
5. Headquarter facilities relating to eligible activities as listed in this section
6. Telecommunication activities
7. End destination tourism-related activities

- ▶ Request to approve Hornady Manufacturing's LB840 application for \$425,000 over a four-year contract period.



Date Application Submitted: August 2021



Grand Island Area Economic Development Corporation LB-840 Application

The Grand Island Area Economic Development Corporation's mission is to facilitate the creation of jobs and economic opportunities for the regional trade area.

Part I. GENERAL INFORMATION

APPLICANT IDENTIFICATION

Company Name: Hornady Manufacturing Company

Mailing Address: 3625 Old Potash Highway

City: Grand Island

State: Nebraska

Zip Code: 68803

Phone: 308-382-1390

Applicant Website: www.hornady.com

Business Classification (select all that apply):

New Business

Expansion of Existing Business

Spec Building

Other

Corporation

Partnership

Proprietor

Other

Is this the business's first venture in Grand Island / Hall County? Yes No

Is this the business's first venture in Nebraska? Yes No

Does the business have a parent or subsidiaries? Yes No

If yes, Name of Parent or Subsidiary Company: Platte Valley Energetics

Mailing Address: 3625 Old Potash Highway

City: Grand Island State: Nebraska Zip Code: 68803

MAIN CONTACT INFORMATION

Name: Carla Nolan

Connection to Business: Controller

Mailing Address: 3625 Old Potash Highway

City: Grand Island

State: Nebraska

Zip Code: 68803

Email Address: crobertson@hornady.com

Phone Number: 308-382-1390

Company Name: Hornady Manufacturing Co.

Projected Completion Date: 2024

Date Application Submitted: August 2021

Part II. PROJECT INFORMATION

LOCATION

Address of proposed project: 3625 Old Potash Highway

The proposed project is located:

- Within Grand Island city limits
 Outside of city limits, but within a two (2) mile jurisdiction
 Outside the zoning jurisdiction of Grand Island

Do you currently own the land of proposed project: Yes No
Do you currently own the building of the proposed project: Yes No

JOB CREATION

Current number of full time employees at Grand Island location: 897
Number of new positions being created at Grand Island location: 51

On a separate document, identify the employment positions being added, number of employees per position and wage per position.

Supporting documentation submitted: Yes No

Describe any benefit packages available to new employees: See attached

PROJECT SUMMARY

On a separate document, provide a brief narrative describing the project for which LB-840 funds are being requested.

Narrative provided: Yes No

Have you applied or intend to apply for Nebraska tax incentive programs; such as Nebraska Advantage Act or ImagiNE Nebraska Act? Yes No

If yes, has your application been approved? Yes No

Company Name: Hornady Manufacturing Co.

Projected Completion Date: 2024

Date Application Submitted: August 2021

PROJECT INVESTMENT

Land purchase price:	\$
New facility construction expense:	\$6,000,000
Building purchase / renovation expense:	\$
Other infrastructure improvements: (parking lot, curb & gutter, landscaping, etc.)	\$
New machinery / equipment expense:	\$6,000,000
Other:	\$

TOTAL INVESTMENT: \$12,000,000

SUPPORTING DOCUMENTATION

Please include the following documents as attachments to the LB-840 application. The documents below must be submitted with your application to be considered complete. These documents will only be viewed by the GIAEDC President, Executive Board, Citizen's Review Committee Chairperson, city Finance Director, and the City Administrator.

- Business plan
- Articles/certificate of formation/incorporation
- Bylaws/operating agreement/partnership agreement
- 3 year pro forma
- Profit/ loss summary
- Balance sheet
- Cash flow statement
- Brief resume of management team to be placed in Grand Island
- Other impacts on the area's economy
- Grand Island Area Economic Development membership application

Company Name: Hornady Manufacturing Co.

Projected Completion Date: 2024

Date Application Submitted: August 2021

PART III. SIGNATURES

I hereby represent, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporations and the City of Grand Island.

I further represent that there is no legal action underway or being contemplated that would impact the capacity of this company to effectively proceed with this project.

Dated this 5th day of August, 2021.

By: _____

Its: President

As the President of the Grand Island Area Economic Development Corporation, I hereby represent that I have received and reviewed this application and its supporting information requesting the City of Grand Island's LB-840 funds.

Dated this 11 day of August, 2021.

By: _____

Its: President

Company Name: Hornady Manufacturing Co.

Projected Completion Date: 2024

Date Application Submitted: August 2021

PART IV. APPROVAL OF AREA AGENCIES

Reviewed by the Grand Island Area Economic Development Elected Trustees

Date of review: 8.24.2021

Comments:

Approved

Disapproved

Signature of Chairman: _____

Reviewed by the Citizen's Review Committee

Date of Review:

Comments:

Approved

Disapproved

Signature of Chairman: _____

Referred to the Grand Island City Council

Date of Review:

Comments:

Approved

Disapproved

Signature of Mayor: _____

Mayor Roger G. Steele

Company Name: Hornady Manufacturing Co.

Projected Completion Date: 2024

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 5th day of August, 2021 (the "Effective Date"), by and among the City of Grand Island, Nebraska ("City"), the Grand Island Economic Development Corporation ("GIAEDC") and Hornady Manufacturing Company("Company"), a Nebraska corporation.

WITNESSETH:

WHEREAS, on August 5, 2021, Company filed an Application for Economic Development Incentives (the "Application") with City and GIAEDC;

WHEREAS, Company is expanding its operations in Grand Island;

WHEREAS, in connection with the Grand Island expansion, Company agrees to continue to employ its current eight hundred ninety-seven (897) full-time equivalent employees in Grand Island for at least three years after the Effective Date and to add an additional fifty-one (51) full-time equivalent employees in Grand Island;

WHEREAS, City and GIAEDC find Company derives its principal source of income from the sale of services in interstate commerce and is a qualifying business under City's Economic Development Program, that Company's project qualifies for economic development incentives under the Program, that Company's project will be of substantial economic benefit to the people of Grand Island and the surrounding area, and the economic development incentive plan set forth in this Agreement contributes to the fulfillment of the major objectives of City's Economic Development Plan;

WHEREAS, City and GIAEDC are willing to provide Company with up to \$80,000 in job training assistance, up to \$306,000 in job creation incentives, and up to \$39,000 in infrastructure funds at the times and upon the fulfillment of the conditions set forth in this Agreement provided that Company complies with the terms of this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

(a) "Employment Certificate" shall mean a certificate for the defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i) the total number of hours which FTE's worked and total gross compensation received by FTE's for hours worked at Company's facilities in Grand Island during the twelve (12) successive calendar months immediately preceding the date of the Employment Certificate; and (ii) the hourly rate for all FTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms of this Agreement, Company shall allow the City Administrator or his designee to

personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

(b) "Full-Time Equivalent" or "FTE's" shall mean persons currently employed by Company and persons hired by Company as part of the expansion of its operations to Grand Island as detailed in the recitals to this Agreement. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Grand Island by two thousand eighty (2,080).

(c) "Minimum Hourly Rate" shall mean a minimum hourly rate of \$19.33 per hour for each FTE employed as part of Company's expansion of its operations in Grand Island. The hourly rate shall be determined by dividing the total wages and salaries paid to FTE's by two thousand eighty (2,080).

2. Employment Requirements. Company shall meet each of the following employment requirements:

(a) Company shall have a minimum of eight hundred ninety-seven (897) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the Effective Date;

(b) Company shall have a minimum of nine hundred seventeen (917) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the first (1st) anniversary of the Effective Date;

(c) Company shall have a minimum of nine hundred thirty-seven (937) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the second (2nd) anniversary of the Effective Date; and

(d) Company shall have a minimum of nine hundred forty-eight (948) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the third (3rd) anniversary of the Effective Date.

3. Disbursement of LB 840 Funds for Job Training. Disbursement of the economic incentive funds for job training shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement for training FTE's in the amount of Twenty-Six Thousand Six Hundred Sixty-Six and no/100 Dollars (\$26,666) shall be paid by City to Company within sixty (60) days of the approval this Agreement by the City Council.

(b) A disbursement for training FTE's in the amount of Twenty-Six Thousand Six Hundred Sixty-Six and no/100 Dollars (\$26,666) shall be paid by City to Company within thirty (30) days of the first (1st) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least nine hundred seventeen (917) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement for training FTE's in the amount of Twenty-Six Thousand Six Hundred Sixty-Eight and no/100 Dollars (\$26,668) shall be paid by City to Company within thirty (30) days of the second (2nd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that

Company has at least nine hundred thirty-seven (937) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job training shall be Forty Thousand and No/100 Dollars (\$80,000.00).

4. Disbursement of LB 840 Funds for Job Creation. Company shall be eligible for disbursements of up to Six Thousand and 00/100 Dollars (\$6,000) per FTE for fifty-one (51) FTE's for a total disbursement of Three Hundred Six Thousand and No/100 Dollars (\$306,000.00). Disbursement of the economic incentive funds for job creation shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement of One Hundred Twenty Thousand and No/100 Dollars (\$120,000) shall be paid by City to Company within thirty (30) days of the first (1st) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least nine hundred seventeen (917) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(b) A disbursement of One Hundred Twenty Thousand and No/100 Dollars (\$120,000) shall be paid by City to Company within thirty (30) days of the second (2nd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least nine hundred thirty-seven (937) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement of Sixty-Six Thousand and No/100 Dollars (\$66,000) incentives shall be paid by City to Company within thirty (30) days of the Third (3rd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least nine hundred forty-eight (948) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job creation shall be Three Hundred Six Thousand and No/100 Dollars (\$306,000).

5. Disbursement of LB 840 Funds for Infrastructure. Company shall be eligible for disbursements of up to Thirty-Nine Thousand and 00/100 Dollars (\$39,000) for a total disbursement of infrastructure funds. Disbursement of the economic incentive funds for infrastructure shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement for infrastructure in the amount of Thirty- Nine Thousand and No/100 Dollars (\$39,000.00) shall be paid by City to Company within sixty (60) days of the issuance of a certificate of occupancy for the expansion to Hornady Manufacturing being constructed for operations in Grand Island;

(b) The maximum amount the City shall disburse to Company for infrastructure shall be Thirty-Nine Thousand and No/100 Dollars (\$39,000.00); and

(c) Company agrees to allow City and GIAEDC to inspect the expansion prior to the payments required by this Section 5.

6. Company's Representations and Warranties. Company represents and warrants to City and GIAEDC as follows:

(a) Organization, Standing and Power. Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

(b) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

(c) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

(d) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

(e) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

(f) Operations. During the term of this Agreement, Company shall maintain operations in Grand Island, Nebraska.

In the event that Company breaches any of the foregoing representations and warranties, all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

7. Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of Four Hundred Twenty-Five Thousand and No/100 Dollars (\$425,000.00) upon Company meeting the following conditions:

(a) Company shall have complied with the terms and provisions of Sections 2 through 7 of this Agreement in all respects; and

(b) If Company remains in compliance with the terms and provisions of Sections 2 through 7 of this Agreement in all respects, the economic development loan will be forgiven pursuant to the following schedule:

(i) On the first anniversary of the Effective Date, Twenty-Six Thousand Six Hundred Sixty-Six and no/100 Dollars (\$26,666.00) of the economic development loan shall be forgiven;

(ii) On the second anniversary of the Effective Date, One Hundred Eighty-Five Thousand Six Hundred Sixty-Six and No/100 Dollars (\$185,666) of the economic development loan shall be forgiven; and

(iii) On the third anniversary of the Effective Date, Two Hundred Twelve Thousand Six Hundred Sixty-Six and No/100 Dollars (\$212,668.00) of the economic development loan shall be forgiven.

8. Default. In the event that Company fails to comply with any of the terms of this Agreement, City may declare Company to be in breach. Any such declaration shall be in writing and sent by US Mail or courier to Company at its last known address. In the event that City declares Company to be in breach, City may immediately terminate this Agreement by providing written notice of termination sent by US Mail or courier to Company at its last known address whereupon all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

9. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

10. Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company, City and GIAEDC contained in this Agreement), shall remain in full force and effect until the earlier of the date that (a) the entire economic development loan has been forgiven pursuant to Section 7, or (b) Company has repaid all amounts provided to Company pursuant to this Agreement (in the event Company breaches its obligations under this Agreement) (such date, the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect and no Party shall have any further obligations pursuant to this Agreement.

11. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

12. Communication. Company agrees to inform City and GIAEDC of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City and/or GIAEDC related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City and GIAEDC at the following addresses:

Grand Island City Administrator
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968
Cityadministrator@grand-island.com

Grand Island Area Economic Development Corporation

123 North Locust Street, Suite 201B
P.O. Box 1151
Grand Island, NE 68802
mberlie@grandisland.org

13. Indemnification. Company agrees to indemnify, defend and hold City, GIADEC and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement.

14. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

16. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Non-Waiver. Waiver of or acquiescence by City and/or GIAEDC in any default by Company, or any failure of City and/or GIAEDC to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

18. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

20. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

21. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Hornady Manufacturing Company, a Nebraska corporation

By: _____
Its: _____

City of Grand Island, Nebraska

By: _____
Its: _____

Grand Island Area Economic Development Corporation

By: _____
Its: _____