



CITY OF SCOTTSBLUFF
Scottsbluff City Hall Council Chambers
2525 Circle Drive, Scottsbluff, NE 69361
COMMUNITY REDEVELOPMENT AUTHORITY AGENDA

Regular Meeting
October 8, 2025
12:00 PM

1. **Roll Call**
2. **For public information, a copy of the Nebraska Open Meetings Act is posted in the back of the room on the south wall.**
3. **Notice of changes in the agenda by the City Manager** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 4 of this agenda.)
4. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
5. **Minutes**
 - a) Minutes Approval
 - b) Approve January 15, 2015 Meeting Minutes
6. **Presentations and Communications**
 - a) Review and approve Partial Release of Redevelopment Contract with PIVO, Inc. for the High Plains Budweiser Expansion Project.
 - b) Review and approve Resolution No. CRA 10-08-25-01 to authorize the TIF Note for the 1715 Broadway MicroTIF Project submitted by Brennan and Carmen Malm
 - c) Review and approve Resolution No. CRA 10-08-25-02 to authorize the TIF Note for the Fitness Instructional Training Together MicroTIF project submitted by Isabel Moreno
7. **Staff Reports**
 - a) Staff Reports
8. **Other Business**

a) Other Business

9. **Closed Session**

a) Closed Session

10. **Schedule a Meeting**

a) Schedule next meeting

11. **Adjournment**

1. **Roll Call**
2. **For public information, a copy of the Nebraska Open Meetings Act is posted in the back of the room on the south wall.**
3. **Notice of changes in the agenda by the City Manager** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 4 of this agenda.)
4. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)

5. **Minutes**

- a) Minutes Approval

Approval of December 11th, 2024 Meeting Minutes

A motion to approve the December 11th, 2024 meeting minutes was made by committee member Knapper and seconded by committee member Camacho. YEAS: Trumbull, Knapper, Camacho, Marquez NAYS: None ABSENT:Skiles

6. **Presentations and Communications**

- a) a. Review Redevelopment Plan
- b. Conduct Cost-Benefit Analysis
- c. Review and approve resolution to:
 - i. Approve Redevelopment Plan
 - ii. Confirm Cost-Benefit Analysis
 - iii. Forward Planning Commission Recommendation to City Council
 - iv. Recommend approval of Redevelopment Plan to City Council
- d. Review of Redevelopment Contract
- e. Review and approve resolution to approve Redevelopment Contract and authorize TIF Note.

The next order of business was for the CRA committee to review and approve the Redevelopment Plan. Shaina Stricker and Bill Johnson were present on behalf of Northfield and explained the project to the committee again. Stating that the project would be done in phases. With 9 total units build 18 actual living quarters. John Selzer read the memo of the Project to the committee and confirmed that the units were zoned correctly in R-1a and the project is in line with the comprehensive plan. A motion was made by Camacho and seconded by Knapper to approve the resolution to approve the Redevelopment Plan. YAYS: Marquez, Knapper, Trumbull, Camacho, NAYS: None, ABSENT: Skiles.

The CRA then heard from John Selzer about the Cost Benefit Analysis. He stated that it was a phased project and the weighted average was taken for the Cost Benefit Analysis. Stating that the faster they build the more TIF funding they will receive. Their eligible expenses are just over 1 million with the potential to add 2 new full-time employees.

A motion to approve the Contract and the TIF Note was made by committee member Knapper and seconded by committee member Marquez.

YAYS: Marquez, Knapper, Trumbull, Camacho, NAYS: None, ABSENT: Skiles.

7. Staff Reports

- a) Staff Reports

8. Other Business

- a) Other Business

9. Closed Session

- a) Closed Session

10. Schedule a Meeting

- a) Schedule next meeting

11. Adjournment

The meeting adjourned at 12:17. A motion was made to adjourn by Camchoand seconded by Knapper. YEAS: Trumbull, Knapper, Camacho, Marquez NAYS: None ABSENT: Skiles

Partial Release of Redevelopment Contract

This Partial Release of Redevelopment Contract (“Release”) is made by the Community Redevelopment Authority of the City of Scottsbluff, Nebraska (the “Authority”), Pivo, Inc., a Nebraska Corporation (the “Redeveloper”), and Quality Brands Distribution, LLC, a Nebraska Limited Liability Company (“QBD”).

Recitals and Definitions:

- A. The Authority and the Redeveloper are the parties to a Redevelopment Contract dated May 30, 2019 (the “Redevelopment Contract”) regarding the following real estate:

Lot 3B, Block 2, Amended Plat of Lots 3A and 5, Block 2, Case Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska (the “Real Estate”).

- B. A Memorandum of Contract (the “Memo of Contract”) related to the Redevelopment Contract was recorded against the Real Estate on July 18, 2019 as Instrument No. 2019-3025 in the Scotts Bluff County, Nebraska Register of Deeds office.
- C. The Authority pledged tax increment revenues from the Real Estate to the Redeveloper according to the Redevelopment Contract, a Tax Increment Financing Note (HPB Expansion) dated July 17, 2019 (the “TIF Note”), and related resolutions of the Authority.
- D. The Redeveloper is selling or has sold the Real Estate to QBD. QBD is requesting that this Release be provided by the Redeveloper and the Authority as a condition of QBD purchasing the Real Estate.

Release:

1. The Authority and the Redeveloper irrevocably release QBD and its successors, assigns, and subsequent owners of the Real Estate, or any portion thereof, from all obligations and restrictions arising under the Redevelopment Contract and Memo of Contract.
2. The Redeveloper certifies and acknowledges that:
 - a. The Project (as defined in the Redevelopment Contract) is complete and all costs and expenses related to the Project have been paid for by the Redeveloper. The Redeveloper does not wish to pursue additional elements of the Project that have not been commenced, if any.
 - b. Certain provisions of the Redevelopment Contract being released under this Release are intended to protect the value of the TIF Note. As the registered owner of the TIF Note, the Redeveloper is consenting to the Authority releasing the parties to this Release, and any future owners of the Real Estate, from such provisions.
3. The Authority releases the Redeveloper from its obligations under Section 7 of the Redevelopment Contract.

4. Nothing in this Release shall affect the Authority's obligations under the Redevelopment Contract to pay TIF Revenues (as defined in the Redevelopment Contract) to the Redeveloper according to the TIF Note. QBD acknowledges that this may affect QBD's ability to apply for and receive tax increment financing for the Real Estate until the TIF Note is paid in full or otherwise expires according to law.
5. If there is any conflict between the terms of this Release and the terms of the Redevelopment Contract or Memo of Contract, then this Release will control.
6. This Release is effective once all parties have signed this Release.
7. This Release will be recorded in the Scotts Bluff County, Nebraska Register of Deeds office and indexed against the Real Estate.

[The next pages are the signature pages]

Partial Release of Redevelopment Contract
Signature Page 1 of 3

Community Redevelopment Authority
of the City of Scottsbluff, Nebraska

By: _____
William Trumbull, Chairperson

State of Nebraska; County of Scotts Bluff) ss.

This Partial Release of Redevelopment Contract was acknowledged before me on October ____, 2025 by William Trumbull, Chairperson, on behalf of the Community Redevelopment Authority of the City of Scottsbluff, Nebraska.

Notary Public

Partial Release of Redevelopment Contract
Signature Page 2 of 3

Pivo, Inc.,
a Nebraska Corporation

By: _____
MaryKate Scheinost, President

State of Nebraska; County of Scotts Bluff) ss.

This Partial Release of Redevelopment Contract was acknowledged before me on October ____, 2025 by MaryKate Scheinost President on behalf of Pivo, Inc., a Nebraska Corporation.

Notary Public

Partial Release of Redevelopment Contract
Signature Page 3 of 3

Quality Brands Distribution, LLC
A Nebraska Limited Liability Company

By: _____

Printed Name: _____

Title: _____

State of _____; County of _____) ss.

This Partial Release of Redevelopment Contract was acknowledged before me on October ____, 2025 by
_____[name], _____ [title] on behalf of Quality Brands Distribution,
LLC, a Nebraska Limited Liability Company.

Notary Public

REDEVELOPMENT CONTRACT

THIS REDEVELOPMENT CONTRACT is entered into on May 30, 2019 by and between the Community Redevelopment Authority of the City of Scottsbluff, Nebraska (the "Authority") and Pivo, Inc., a Nebraska Corporation ("Redeveloper").

RECITALS

- A. The City Council of the City of Scottsbluff ("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 hereto.
 - 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 pursuant 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). The Indebtedness as initially issued by the Authority shall consist of the Authority's Tax Increment Financing Note to be issued on the terms described in Schedule -C.
 - d. "Project" shall mean the Project as defined 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 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 pursuant 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 pursuant 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 Nebraska Corporation duly organized and existing under the laws of the State of Nebraska.
- 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 shall 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 the Authority: In addition to the Authority's other obligations set forth in this Contract, the Authority shall perform the following obligations.

- a. In accordance with Section 18-2147 of the Act, the Authority provides that any ad valorem real estate tax on the Site, for the benefit of any public body be divided for a period of fifteen (15) years after the effective date of this provision, which date shall be determined as follows: The effective date of this provision shall be January 1, 2020 and the taxable base value is anticipated to be January 1, 2019. Provided, however, if there is no substantial increase in valuation between the 2019 and 2020 tax years, then, if allowed by law and upon the written request of the Redeveloper, the effective date of this provision shall be January 1, 2021 and the taxable base value shall be January 1, 2020. Said taxes shall be divided as follows:
 - 1. That portion of the ad valorem real estate tax on the 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
 - 2. That portion of the ad valorem real estate tax on the 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 Site shall be paid into the funds of the respective public bodies; and
 - 3. 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.

- b. Upon the request of the Redeveloper, the Authority shall file with the County Assessor a notice for dividing the ad valorem real estate tax on the Site as described in Section 18-2147(4) of the Act and consistent with the effective date as established in this Section 4.
- c. The Authority shall authorize the issuance of the Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in Schedule C or as otherwise set forth in this Contract and the Resolution; provided, at all times the maximum amount of the Indebtedness shall be limited to the sum of all Project Costs incurred by the Redeveloper. No Indebtedness will be issued until Redeveloper has acquired fee title to the Site and become obligated for a portion of the Project Costs.
- d. The Authority pledges 100% of the available annual TIF Revenues derived from the Site as security for and to provide payment of the Indebtedness as the same fall due. The Authority shall, to the extent funds are available from TIF Revenues, 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 for any reason whatsoever shall be borne entirely by the Redeveloper and Holder without recourse of any kind against the Authority or the City.
- e. The Authority shall 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 pursuant 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.
- f. 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.

5. Obligations of Redeveloper. In addition to the Redeveloper's other obligations set forth herein, the Redeveloper shall fulfill the following obligations:

- a. Prior to the execution of this Contract, the Redeveloper shall deliver to the Authority:
 - 1. a copy of the Redeveloper's Articles of Incorporation and any amendments file stamped by the Nebraska Secretary of State;
 - 2. a signed copy of the Redeveloper's current bylaws;
 - 3. a resolution by the directors of the Redeveloper authorizing the execution of this Contract; and
 - 4. an affidavit of an authorized officer the Redeveloper certifying the foregoing documents.
- b. Redeveloper shall complete the Project and install all required improvements, fixtures, equipment and furnishings necessary to operate the Project as set forth in the Plan. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to construct the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual

progress of Redeveloper. Redeveloper shall 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 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 as set forth in the Plan. 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, 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, 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 his or her subcontractors with labor, materials, equipment, or supplies for the Public Improvements and indemnifying and saving harmless the Authority to the extent any payments under this Contract which the Authority may be required to make under law. The Authority may allow, in lieu of this surety bond, a cash bond in the amount determined by the Authority, to be held by the Authority 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 receipt of evidence, satisfactory to the Authority, that all persons having performed labor or furnished materials, equipment, or supplies for such Public Improvements have been fully paid.

- d. Redeveloper shall pay all costs related to the redevelopment of the Site. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.
- e. The location, size and layout and actual 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, as 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 shall 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.
- f. The Redeveloper will purchase or arrange for the purchase of the Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants. The Authority and City shall have no obligation to provide for the sale of the Indebtedness by the Redeveloper.
- g. 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 D and shall be paid to the Authority on the date of issuing the Indebtedness.
- h. 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 pursuant to the Plan, unless otherwise agreed to by the Authority in writing.
- i. 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.

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 shall 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 portion of the Project that has been completed (ii) certify the actual costs incurred by the Redeveloper in the completion of such portion of the Project, including an itemization of the actual Project Costs incurred; and (iii) 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 4(e) 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. 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 the Site so as to reduce the taxable valuation;
- b. Not convey the Site or structures thereon to any entity which would be exempt from paying real estate taxes, except those public improvements to be transferred to the City according to the Plan;
- 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 7 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 pursuant to the provisions of the Act and for the governmental purposes of promoting and encouraging redevelopment in blighted and substandard areas.

17. 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.

18. 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.

19. 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: Pivo, Inc.
Attn: Jeffrey J. Scheinost
2810 Avenue M
PO Box 771
Scottsbluff, NE 69361

If to Authority: Scottsbluff Community Development Authority
Attn: City Manager
2525 Circle Drive
Scottsbluff, NE 69361

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

20. 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.

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

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

23. 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 30th day of May, 2019.

**CITY OF SCOTTSBLUFF, NEBRASKA
COMMUNITY REDEVELOPMENT
AUTHORITY**

[Signature]
William Trumbull, Chair

PIVO, INC.

By [Signature]
Jeffrey J. Scheinost, President

ATTEST:

Secretary

[Signature]

STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF) ss.

The foregoing Redevelopment Contract was acknowledged before me this 30th day of May, 2019 by William Trumbull, the Chair on behalf of the City of Scottsbluff, Nebraska Community Redevelopment Authority, after being duly authorized.

[Signature]
Notary Public



STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF) ss.

The foregoing Redevelopment Contract was acknowledged before me this 23rd day of May, 2019 by Jeffrey J. Scheinost, President, on behalf of Pivo, Inc., a Nebraska Corporation.

[Signature]
Notary Public



Schedule A
The Site

Lot 3B, Block 2, Amended Plat of Lots 3A and 5, Block 2, Case Subdivision to the City of Scottsbluff,
Scotts Bluff County, Nebraska

Schedule B
Estimated Project Costs

<u>Description</u>	<u>Estimated Cost</u>
Site Preparation	\$ 16,032.00
Storm Drain Demolition and Reconstruction	\$ 81,250.00
Civil Engineering/Site Design	\$ 13,500.00
Plan Preparation/Legal	\$ 10,000.00
Demolition/Relocation of abandoned	
Electrical and refrigeration	\$ 5,000.00
Storm Water Retention/Fee	\$ 20,000.00
<u>Alley Improvements*</u>	<u>\$ 12,000.00</u>
TOTAL	\$ 157,782.00

*Alley improvements on the west side of the Project Site may be added based on final costs of other items and remaining TIF Revenues available.

Schedule C
Indebtedness

1. Principal Amount: Not to exceed actual Project Costs certified by the Redeveloper.
2. Interest Rate: WSJ Prime Rate + 1% or as agreed upon by the Redeveloper and the Authority.
3. Maturity Date: December 31, 2034 (or December 31, 2035 depending on the effective date as set forth in Section 4).
4. Payments: Semi-Annually on June 15 and December 15 of each year, with payments limited to TIF Revenues received.
5. Date of Issuance: At Redeveloper's request as agreed to by the Authority, but subject to the terms of the Contract.

Schedule D
Fees

- | | |
|-----------------------|------------|
| 1. Processing Fee: | \$5,000.00 |
| 2. Administrative Fee | \$5,000.00 |

RESOLUTION NO. CRA 10-08-25-01

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Brennan and Carmen Malm (the “Redevelopers”) have submitted an Application for Expedited Review of Community Redevelopment Plan (the “Plan”) for the *1715 Broadway Redevelopment Project* (the “Project”), dated January 24, 2025, according to Section 18-2155 of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*) (the “Act”).

b. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

c. The Redevelopment Project Area (the “Site”) of the Plan is described as:

Lot 14, Block 2, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (commonly known as 1715 Broadway, Scottsbluff, Nebraska; Scotts Bluff County Parcel Identification Number: 010137173).

d. The City Council determined that the Plan meets the requirements of Section 18-2155(2) of the Act and approved the Plan and the Project.

Resolved:

1. According to Section 18-2155(6)(a) of the Act, a tax increment financing note is ordered issued by the Authority and shall be designated as “Tax Increment Financing Note (1715 Broadway)” (the “Note”).

2. The Note shall be in the principal amount of \$104,533.20, which is calculated as follows:

a. Estimated Project Completion Value:	\$458,650.00
b. Base Value:	\$179,895.00
c. Tax Increment (a minus b):	\$278,755.00
d. Estimated Levy:	2.50%
e. Annual Projected Shift:	\$ 6,968.88
f. Estimated TIF Available (e multiplied by 15)	\$104,533.20

No interest shall accrue on the principal balance of the Note.

3. According to Sections 18-2147 and 18-2155 of the Act, the ad valorem taxes on real property located within the Site shall be divided for a period of 15 years after the Effective Date (as defined below). Such tax increment revenues generated on the Site are pledged to pay the Note.

4. The “Effective Date” for dividing the ad valorem real estate taxes on the Site shall be January 1, 2026 and the taxable base value shall be January 1, 2025. Provided, however, if there is no substantial increase in valuation between the 2025 and 2026 tax years, then, if allowed by law and upon the written request of the Redeveloper, the Effective Date shall be January 1, 2027 and the taxable base value shall be January 1, 2026. The City Treasurer (the “Agent”) as Agent of the Authority is authorized to give notice, upon the request of the Redeveloper, to the County Assessor of the Effective Date for dividing ad valorem real estate taxes according to the Act.

5. The Note shall be executed by the Chair and Secretary of the Authority and the official seal of the City shall be placed thereon.

6. 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 this Resolution (including those in Exhibit A).

7. The Note shall be issued to such owner as agreed between the Redeveloper and the Authority. The Note shall be issued in fully registered form. As a condition of issuing the Note, the Authority may require the owner to provide an investor’s letter in a form satisfactory to the Authority. A transfer or assignment of the Note may be registered only upon the records, and with consent, of the Authority, upon receipt of transfer or assignment documents satisfactory to the Authority. Prior to any transfer or assignment, the transferee or assignee shall deposit with the Authority an amount to cover all reasonable costs incurred by the Authority, including legal fees, related to such transfer or assignment. The Authority may impose any additional restrictions on the transfer or assignment of any Note as may be required to ensure compliance with applicable laws.

8. The Agent is authorized to determine any other terms of the Note not specified in this Resolution, but all subject to the terms of the Act

9. The Chair, City Manager, the Agent 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 this Resolution.

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

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

PASSED AND APPROVED on October 8, 2025

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SCOTTSBLUFF**

Chair

ATTEST:

Recording Secretary

“**Effective Date**” means the “Effective Date” as defined in the Resolution and as certified to the Scotts Bluff County Assessor.

“**Holder**” means the Registered Owner provided in the Provision for Registration of this Note.

“**Indebtedness**” means the dollar amount specified as “Original Amount of Indebtedness” at the top of this Note, as adjusted from time to time based on payments made by the Authority.

“**Plan**” means the Application for Expedited Review of Community Redevelopment Plan submitted by Brennan and Carmen Malm related to the Site, dated January 24, 2025, and approved by the City Council on February 18, 2025.

“**Project**” means the 1715 Broadway Project as set forth in the Plan.

“**Resolution**” means the Resolution of the Authority authorizing the issuance of this Note, dated October 8, 2025.

“**Site**” means Lot 14, Block 2, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (commonly known as 1715 Broadway, Scottsbluff, Nebraska; Scotts Bluff County Parcel Identification Number: 010137173).

“**TIF Revenues**” mean the tax increment revenues generated from the Site related to the Project for up to 15 years after the Effective Date, according to 18-2147 and 18-2155 of the Act.

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SCOTTSBLUFF, NEBRASKA**

[S E A L]

By: _____
Chair

By: _____
Secretary

PROVISION FOR REGISTRATION

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

For Official Use

Date Received _____

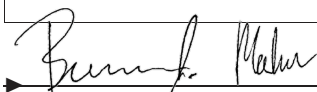
Date of Review _____

___Approved ___Denied

Application for Expedited Review of Community Redevelopment Plan Tax Increment Financing (TIF) Project

County Name Scotts Bluff	City Scottsbluff
Redeveloper (Owner) Brennan & Carmen Malm	
Redevelopment Project Name 1715 Broadway	
Parcel Number 0010137173	
Application Date of the Expedited Redevelopment 01/24/2025	

1. What are the existing uses and condition of the property within the redevelopment project area? Office/Retail Space
2. What are the proposed uses of the property within the redevelopment project area? Office/Retail Space
3a. Has the structure been within the corporate limits of the city for at least sixty years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? Yes <input type="checkbox"/> No <input type="checkbox"/>
4. What is the current assessed value of the property within the redevelopment project area? 153,755
278,755
6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7 What are the agreed-upon costs of the redevelopment project? \$ 125,000


Redeveloper's Signature

1/24/2025

Date

Upon completion of this form, the redeveloper must provide the original to the City or Community Redevelopment Authority.

(see form instructions on reverse)

Instructions

Who Must File. If a city or the city's community redevelopment authority (CRA) has elected to allow expedited reviews of redevelopment plans that meet the requirements below, this form must be filed with the city or the CRA in order to receive an expedited review. A redevelopment plan is eligible for expedited review if:

1. The redevelopment plan includes only one project;
2. The project is located within a substandard and blighted area that has been within the corporate limits of the city for at least sixty years and:
 - a. Involves the repair, rehabilitation, or replacement of an existing structure; or
 - b. Involves the redevelopment of a vacant lot that has been platted for at least sixty years;
3. The project is located in a county with a population of less than 100,000 inhabitants; and
4. The assessed value of the property within the project area when the project is complete is estimated to be no more than:
 - a. \$350,000 for a project involving a single-family residential structure;
 - b. \$1.5 million for a project involving a multi-family residential or commercial structure;
 - c. \$10 million for a project involving the revitalization of a structure included in the National Register of Historic Places.

The redeveloper shall submit the redevelopment plan directly to the city or CRA, along with an application fee in an amount set by the governing body, not to exceed fifty dollars. The governing body shall determine whether to approve or deny the redevelopment plan within 30 days after submission of the plan. If approved, the authority incurs indebtedness related to the redevelopment project, and the project begins.

The county assessor shall then determine: (1) If the redevelopment project was fully completed within two years after the approval of the development plan and (2) the assessed value of the property within the redevelopment project area. Once completion has been determined, the county assessor shall certify the completion of the expedited redevelopment plan to the city or community redevelopment authority (CRA). Once the county assessor has certified this form as required in Neb. Rev. Stat. § 18-2155, the city or CRA may begin to use the portion of taxes as indicated in Neb. Rev. Stat. § 18-2147 to pay the indebtedness incurred by the city or CRA pursuant to Neb. Rev. Stat. § 18-2155. Payments shall be remitted to the holder of the indebtedness.

SCOTTS BLUFF COUNTY
Real Estate Breakdown Report

Parcel ID 010137173 Owner MALM/BRENNAN & CARMEN PO BOX 146 SCOTTSBLUFF, NE 69363-0146	Legal LT 14, BLK 2, ORIGINAL TOWN ADD S-T-R: 23-22-55	Card File Situs 1715 BROADWAY SCOTTSBLUFF, NE 69361
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County Area 0 N/A Neighborhood 1001 1001 Location / Group 15 15 SCOTTSBLUFF Valuation / Group 0 N/A District 72 SCOTTSBLUFF PARK School 79-0032	Class Code 01-03-03-01-03-01 State GEO 1673-23-0-09355-002-0020 Cadastral 1673-23-432-004 Book / Page 2024 / 03308 Sale Date 08/30/2024 Sale Amount 300,000	Value Buildings 139,475 Improvement 0 Land / Lots 14,280 Total 153,755	Previous 139,475 0 14,280 153,755	Current 163,185 0 16,710 179,895
--	--	---	--	---

Date Added 12/01/2015 Notes 1673-23-0-09355-002-0020 BUILT 1912 99 APPR~

Model	Method	Description	Lot Size	Frontage	Spot Code	Cutoff	Value	Add (+/-)	Lot Value	Appr ID
10 1001	02 SqFoot	MATCHED TO MAPPING DEPT	3,500.000	25.000	N	14,000	4.000	0	14,000	19336
						43,560	2.500			
						999,999	1.000			
10 1001	02 SqFoot	PROTEST ADJUSTMENT	0.000	0.000	* 2710	14,000	4.000	0	2,710	19336
						43,560	2.500			
						999,999	1.000			

Sale Date	Book	Page	Extend	Ownership History	Amount
06/26/2015	2015	03179		BRANDON & PRISCILLA BAILEY	120,000
02/29/2008	2008	1053		SMITH/JOAN D T & COMPANY LLC	70,000
					0

Milestone	Owner Name	Building	Other	Land	Total	Exempt	Taxable
2022-09-15 09:25:53 AM	BRANDON & PRISCILLA BAILEY	136,740	0	14,000	150,740	0	150,740

Year	Statement	District	Building	Other	Land	Total	Exempt	Taxable	Total Tax	Penalty Tax
2024	11162	72	139,475	0	14,280	153,755	0	153,755	2,155.52	0
2023	1937	72	136,740	0	14,000	150,740	0	150,740	3,050.82	0
2022	1910	72	136,740	0	14,000	150,740	0	150,740	3,292.40	0
2021	1921	72	136,740	0	14,000	150,740	0	150,740	3,339.60	0
2020	1944	72	136,740	0	14,000	150,740	0	150,740	3,372.32	0
2019	1894	72	136,740	0	14,000	150,740	0	150,740	3,379.18	0
2018	1863	72	136,740	0	14,000	150,740	0	150,740	3,141.38	0
2017	1851	72	136,740	0	14,000	150,740	0	150,740	3,427.38	0
2016	1919	72	55,562	0	8,750	64,312	0	64,312	1,469.84	0
2015	1908	72	55,562	0	8,750	64,312	0	64,312	1,464.54	0
2014	17888	72	55,562	0	8,750	64,312	0	64,312	1,382.12	0
2013	17863	72	55,562	0	8,750	64,312	0	64,312	1,402.68	0
2012	101371	72	55,562	0	8,750	64,312	0	64,312	1,406.86	0
2011	14741	72	55,562	0	8,750	64,312	0	64,312	1,406.98	0
2010	15970	72	55,562	0	8,750	64,312	0	64,312	1,362.88	0
2009	16844	72	19,668	0	8,750	28,418	0	28,418	603.96	0
2008	60	72	47,461	0	11,227	58,688	0	58,688	1,200.52	0

Parcel ID 010137173 (19336)
 Cadastral ID 1673-23-432-004
 PAD Class Code 01-03-03-01-03-01
 State GEO 1673-23-0-09355-002-0020
 Owner
 MALM/BRENNAN & CARMEN
 PO BOX 146
 SCOTTSBLUFF, NE 69363-0146
 Situs
 1715 BROADWAY SCOTTSBLUFF NE 69361
 Neighborhood 1001 - 1001
 District 72 - SCOTTSBLUFF PARK
 Legal
 LT 14, BLK 2, ORIGINAL TOWN ADD



Primary Image Information
 Image ID 59936
 Image Date 05/13/2016
 File Name 010137173.jpg
 Description 010137173.JPG

Marshall & Swift Cost Approach (07/2021)

Property Valuation

Valuation Method Cost Approach
 Improvement 163,185
 Land/Lot 16,710
 Total 179,895 31.02/SqFt

Lot Information

Lot Size PROTEST ADJUSTMENT
 Valuation Model 1001
 Valuation Method 02 Square Ft
 Lot Value 2,710
 Lot Size MATCHED TO MAPPING DEPT
 Valuation Model 1001
 Valuation Method 02 Square Ft
 Lot Value 14,000

Review Information

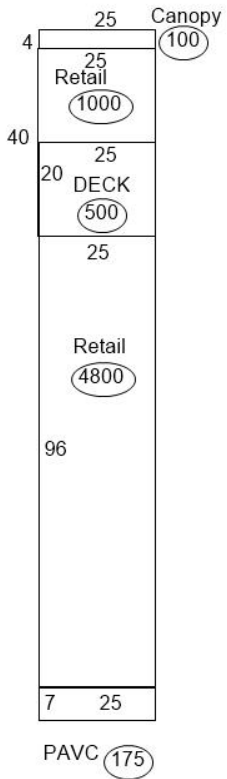
04/15/2020	Entered	PTMYF	
04/01/2017	Entered	PTMYF	
05/04/2016	Inspect	JG	Review
04/20/2010	Entered	MJN	
04/19/2010	Inspect	MJN	

Date Added Notes

12/01/2015 1673-23-0-09355-002-0020 BUILT 1912 99 APPR~

Income Approach

Parcel ID 010137173 (19336)	Legal LT 14, BLK 2, ORIGINAL TOWN ADD	Cadastral ID 1673-23-432-004
Owner MALM/BRENNAN & CARMEN		PAD Class Code 01-03-03-01-03-01
Situs 1715 BROADWAY SCOTTSBLUFF NE 69361		State GEO 1673-23-0-09355-002-0020
Neighborhood 1001 - 1001		



Sequence	Code	Description	Base Area	Multiplier	Total Area
1	COMM	Retail	2,400	2.00	4,800
2	COMM	Retail	1,000	1.00	1,000
4	COMM	Canopy	100	1.00	100
5	COMM	PAVC	175	1.00	175
6	COMM	DECK	500	1.00	500
Total Building Area			4,175		6,575

Parcel ID 010137173 (19336)
 Cadastral ID 1673-23-432-004
 PAD Class Code 01-03-03-01-03-01
 State GEO 1673-23-0-09355-002-0020
 Owner
 MALM/BRENNAN & CARMEN
 PO BOX 146
 SCOTTSBLUFF, NE 69363-0146
 Situs
 1715 BROADWAY SCOTTSBLUFF NE 69361
 Neighborhood 1001 - 1001
 District 72 - SCOTTSBLUFF PARK
 Legal
 LT 14, BLK 2, ORIGINAL TOWN ADD

Marshall & Swift Cost Approach
 Appraisal Zone 1000
 Zone Description Commercial Appraisal Zone
 Manual Date (07/2021)

Building Image Information
 Image ID 0
 Image Date
 File Name
 Description

Building Data
 Building ID 302
 Sequence 1
 Occupancy 1 459 - Mixed Retail w/ Resid. Units 100 %
 Occupancy 2
 Occupancy 3
 Total Floor Area 4,800
 Average Perimeter 242
 Number of Stories 2
 Average Wall Height 12.00
 Year Built 1912
 Effective Age 111

Construction Class C - Masonry bearing walls
Rank 2.00 - Average
Condition 3.00 - Average
Exterior Wall 100 % - Brick, Solid
Heating/Cooling 100 % - Warmed and Cooled Air
Roof Type Flat
Roof Cover Built Up Roof

Basement Area 0
Basement Levels 0
Basement Finish
Finish Code - 1
Finish Area - 1 0
Finish Code - 2
Finish Area - 2 0

Code	Description	Year In	Size	Units	Depreciation
CAN	CANOPY, ROOF/SLAB	0	100	100	0.00%
PAVC	Concrete Paving	0	175	175	0.00%
WOD	Wood Deck	0	500	500	0.00%

Parcel ID 010137173 (19336)
 Cadastral ID 1673-23-432-004
 PAD Class Code 01-03-03-01-03-01
 State GEO 1673-23-0-09355-002-0020
 Owner
 MALM/BRENNAN & CARMEN
 PO BOX 146
 SCOTTSBLUFF, NE 69363-0146
 Situs
 1715 BROADWAY SCOTTSBLUFF NE 69361
 Neighborhood 1001 - 1001
 District 72 - SCOTTSBLUFF PARK
 Legal
 LT 14, BLK 2, ORIGINAL TOWN ADD

Marshall & Swift Cost Approach
 Appraisal Zone 1000
 Zone Description Commercial Appraisal Zone
 Manual Date (07/2021)

Building Image Information
 Image ID 0
 Image Date
 File Name
 Description

Building Data
 Building ID 303
 Sequence 2
 Occupancy 1 353 - Retail Store 100 %
 Occupancy 2
 Occupancy 3
 Total Floor Area 1,000
 Average Perimeter 130
 Number of Stories 1
 Average Wall Height 12.00
 Year Built 1912
 Effective Age 111

Construction Class C - Masonry bearing walls
Rank 2.00 - Average
Condition 3.00 - Average
Exterior Wall 100 % - Brick, Solid
Heating/Cooling 100 % - Warmed and Cooled Air
Roof Type Flat
Roof Cover Built Up Roof

Basement Area 0
Basement Levels 0
Basement Finish
Finish Code - 1
Finish Area - 1 0
Finish Code - 2
Finish Area - 2 0

RESOLUTION NO. 25-02-01

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. On December 7, 2020, the City Council elected, by Resolution 20-12-02, to allow expedited reviews of redevelopment plans that meet the requirements in Section 18-2155(2) of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*).

b. Brennan and Carmen Malm (the “Redevelopers”) have submitted an Application for Expedited Review of Community Redevelopment Plan (the “Plan”) for the *1715 Broadway Redevelopment Project* (the “Project”), dated January 24, 2025. The Redevelopers have paid the application fee for the Plan.

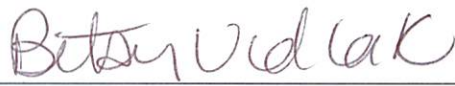
c. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

d. The City Manager and the Economic Development Director have conducted an expedited review of the Plan, determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law, and recommended approval of the Plan.

Resolved:

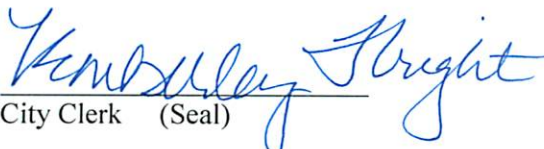
1. The City Council has determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City’s Comprehensive Plan.
2. The City Council approves the Plan and the Project.
3. The City Manager and designees and the Community Redevelopment Authority are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Plan according to Section 18-2155 of the Community Development Law.
4. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on February 18, 2025



Mayor

ATTEST:



City Clerk (Seal)



RESOLUTION NO. CRA 10-08-25-02

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Isabel Moreno (the “Redeveloper”) has submitted an Application for Expedited Review of Community Redevelopment Plan (the “Plan”) for the *Fitness Instructional Training Together Project* (the “Project”), dated July 21, 2025, according to Section 18-2155 of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*) (the “Act”).

b. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

c. The Redevelopment Project Area (the “Site”) of the Plan is described as:

Lots 4 and 5, Subdivision of Lots 13 and 14, Block 6, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (commonly known as 1605 Avenue A, Scottsbluff, Nebraska; Scotts Bluff County Parcel Identification Number: 010149813).

d. The City Council determined that the Plan meets the requirements of Section 18-2155(2) of the Act and approved the Plan and the Project.

Resolved:

1. According to Section 18-2155(6)(a) of the Act, a tax increment financing note is ordered issued by the Authority and shall be designated as “Tax Increment Financing Note (Fitness Instructional Training Together)” (the “Note”).

2. The Note shall be in the principal amount of \$108,750.00, which is calculated as follows:

a. Estimated Project Completion Value:	\$446,095.00
b. Base Value:	\$156,095.00
c. Tax Increment (a minus b):	\$290,000.00
d. Estimated Levy:	2.50%
e. Annual Projected Shift:	\$ 7,250.00
f. Estimated TIF Available (e multiplied by 15)	\$108,750.00

No interest shall accrue on the principal balance of the Note.

3. According to Sections 18-2147 and 18-2155 of the Act, the ad valorem taxes on real property located within the Site shall be divided for a period of 15 years after the Effective Date (as defined below). Such tax increment revenues generated on the Site are pledged to pay the Note.

4. The “Effective Date” for dividing the ad valorem real estate taxes on the Site shall be January 1, 2026 and the taxable base value shall be January 1, 2025. Provided, however, if there is no substantial increase in valuation between the 2025 and 2026 tax years, then, if allowed by law and upon the written request of the Redeveloper, the Effective Date shall be January 1, 2027 and the taxable base value shall be January 1, 2026. The City Treasurer (the “Agent”) as Agent of the Authority is authorized to give notice, upon the request of the Redeveloper, to the County Assessor of the Effective Date for dividing ad valorem real estate taxes according to the Act.

5. The Note shall be executed by the Chair and Secretary of the Authority and the official seal of the City shall be placed thereon.

6. 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 this Resolution (including those in Exhibit A).

7. The Note shall be issued to such owner as agreed between the Redeveloper and the Authority. The Note shall be issued in fully registered form. As a condition of issuing the Note, the Authority may require the owner to provide an investor’s letter in a form satisfactory to the Authority. A transfer or assignment of the Note may be registered only upon the records, and with consent, of the Authority, upon receipt of transfer or assignment documents satisfactory to the Authority. Prior to any transfer or assignment, the transferee or assignee shall deposit with the Authority an amount to cover all reasonable costs incurred by the Authority, including legal fees, related to such transfer or assignment. The Authority may impose any additional restrictions on the transfer or assignment of any Note as may be required to ensure compliance with applicable laws.

8. The Agent is authorized to determine any other terms of the Note not specified in this Resolution, but all subject to the terms of the Act

9. The Chair, City Manager, the Agent 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 this Resolution.

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

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

PASSED AND APPROVED on October 8, 2025

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SCOTTSBLUFF**

Chair

ATTEST:

Recording Secretary

“**Effective Date**” means the “Effective Date” as defined in the Resolution and as certified to the Scotts Bluff County Assessor.

“**Holder**” means the Registered Owner provided in the Provision for Registration of this Note.

“**Indebtedness**” means the dollar amount specified as “Original Amount of Indebtedness” at the top of this Note, as adjusted from time to time based on payments made by the Authority.

“**Plan**” means the Application for Expedited Review of Community Redevelopment Plan submitted by Isabel Moreno related to the Site, dated July 21, 2025, and approved by the City Council on September 15, 2025.

“**Project**” means the Fitness Instructional Training Together Project as set forth in the Plan.

“**Resolution**” means the Resolution of the Authority authorizing the issuance of this Note, dated October 8, 2025.

“**Site**” means Lots 4 and 5, Subdivision of Lots 13 and 14, Block 6, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (commonly known as 1605 Avenue A, Scottsbluff, Nebraska; Scotts Bluff County Parcel Identification Number: 010149813).

“**TIF Revenues**” mean the tax increment revenues generated from the Site related to the Project for up to 15 years after the Effective Date, according to 18-2147 and 18-2155 of the Act.

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SCOTTSBLUFF, NEBRASKA**

[S E A L]

By: _____
Chair

By: _____
Secretary

PROVISION FOR REGISTRATION

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

For Official Use

Date Received _____

Date of Review _____

___Approved ___Denied

Application for Expedited Review of Community Redevelopment Plan Tax Increment Financing (TIF) Project

County Name Scotts Bluff	City Scottsbluff
Redeveloper (Owner) Isabel Moreno	
Redevelopment Project Name Fitness Instructional Training Together	
Parcel Number 010149813	
Application Date of the Expedited Redevelopment October 2025	

1. What are the existing uses and condition of the property within the redevelopment project area? Currently the building is demoed, vacant and will need to be remodled before we can use it.
2. What are the proposed uses of the property within the redevelopment project area? To convert it into a woman's fitness center
3a. Has the structure been within the corporate limits of the city for at least sixty years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4. What is the current assessed value of the property within the redevelopment project area? \$185,000.00
5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project? \$290,000.00
6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7 What are the agreed-upon costs of the redevelopment project? \$ <u>300,000.00</u>

Isabel Moreno 7/21/2025
 Redeveloper's Signature Date

Upon completion of this form, the redeveloper must provide the original to the City or Community Redevelopment Authority.

(see form instructions on reverse)

Instructions

Who Must File. If a city or the city's community redevelopment authority (CRA) has elected to allow expedited reviews of redevelopment plans that meet the requirements below, this form must be filed with the city or the CRA in order to receive an expedited review. A redevelopment plan is eligible for expedited review if:

1. The redevelopment plan includes only one project;
2. The project is located within a substandard and blighted area that has been within the corporate limits of the city for at least sixty years and:
 - a. Involves the repair, rehabilitation, or replacement of an existing structure; or
 - b. Involves the redevelopment of a vacant lot that has been platted for at least sixty years;
3. The project is located in a county with a population of less than 100,000 inhabitants; and
4. The assessed value of the property within the project area when the project is complete is estimated to be no more than:
 - a. \$350,000 for a project involving a single-family residential structure;
 - b. \$1.5 million for a project involving a multi-family residential or commercial structure;
 - c. \$10 million for a project involving the revitalization of a structure included in the National Register of Historic Places.

The redeveloper shall submit the redevelopment plan directly to the city or CRA, along with an application fee in an amount set by the governing body, not to exceed fifty dollars. The governing body shall determine whether to approve or deny the redevelopment plan within 30 days after submission of the plan. If approved, the authority incurs indebtedness related to the redevelopment project, and the project begins.

The county assessor shall then determine: (1) If the redevelopment project was fully completed within two years after the approval of the development plan and (2) the assessed value of the property within the redevelopment project area. Once completion has been determined, the county assessor shall certify the completion of the expedited redevelopment plan to the city or community redevelopment authority (CRA). Once the county assessor has certified this form as required in Neb. Rev. Stat. § 18-2155, the city or CRA may begin to use the portion of taxes as indicated in Neb. Rev. Stat. § 18-2147 to pay the indebtedness incurred by the city or CRA pursuant to Neb. Rev. Stat. § 18-2155. Payments shall be remitted to the holder of the indebtedness.

SCOTTS BLUFF COUNTY
Real Estate Breakdown Report

Parcel ID 010149813	Legal LT 4-5, BLK 6, SUB LTS 13 & 14, BLK 6, ORIGINAL TOWN ADD S-T-R: 23-22-55	Situs 1605 AVE A SCOTTSBLUFF, NE 69361
Owner MORENO/ISABEL 1850 19TH ST GERING, NE 69341		
County Area 0 N/A	Class Code 01-03-03-01-03-01	Value Previous Current
Neighborhood 1002 1002	State GEO 1673-23-0-09412-006-0004	Buildings 115,420 135,040
Location / Group 15 15 SCOTTSBLUFF	Cadastral 1673-23-453-016	Improvement 0 0
Valuation / Group 0 N/A	Book / Page 2025 / 02436	Land / Lots 17,995 21,055
District 72 SCOTTSBLUFF PARK	Sale Date 06/23/2025	Total 133,415 156,095
School 79-0032	Sale Amount 185,000	

Date Added Notes

09/09/2016 Form 521 Electronic - Adjustment (Book: 2016 Page: 04678 Ext: Sale Date: 8/22/2016) Adjustment: 0.00 Reason: TO LLC

09/09/2016 Form 521 Electronic - Adjustment (Book: 2016 Page: 04714 Ext: Sale Date: 8/25/2016) Adjustment: 0.00 Reason: TO LLC

12/01/2015 1673-23-0-09412-006-0003 GROUPED PARCEL 010149821 FOR 1998 BUILT 192~0--99 APPR, 2000 REVIEW 1-24-00~

Permit No.	Type	Description	Date Open	Date Closed	Amount
S15-317B	04 Remodel	INTERIOR REMODEL OF NIGHT CLUB	10/26/2015	03/01/2017	0

Model	Method	Description	Lot Size	Frontage	Spot Code	Cutoff	Value	Add (+/-)	Lot Value	Appr ID
12 1002	02 SqFoot	56.00 X 90.00 FEET	5,040.000	56.000	N	14,000	3.500	0	17,640	19493
						43,560	2.000			
						999,999	1.000			
12 1002	02 SqFoot	PROTEST ADJUSTMENT	0.000	0.000	* 3415	14,000	3.500	0	3,415	19493
						43,560	2.000			
						999,999	1.000			

Sale Date	Book	Page	Extend	Ownership History	Amount
07/31/2023	2023	02917		A GUY WALKS INTO A BAR LLC	175,000
10/30/2020	2020	05372		SUPERIOR HOME INSPECTIONS LLC	285,000
08/25/2016	2016	04714		16TH EMPIRE LLC	0
08/22/2016	2016	04678		16TH EMPIRE LLC	0
07/23/2013	2013	04057		MARTINEZ/JESSIE	100,000
10/06/2003	2004	00579		GONZALES/JOSE & TERESA A	0
06/15/2003	2003	05703		BRUNTON/JACK V & ANDREA	155,000
09/17/1998	217	246		M.R.C., INC.	90,000
01/09/1998	215	6		KRUG/DONALD A	70,000
				BRUNTON JR/JACK V & ANDREA R	0

Milestone	Owner Name	Building	Other	Land	Total	Exempt	Taxable
2022-09-15 09:25:53 AM	SUPERIOR HOME INSPECTIONS LLC	113,155	0	17,640	130,795	0	130,795

Year	Statement	District	Building	Other	Land	Total	Exempt	Taxable	Total Tax	Penalty Tax
2024	94	72	115,420	0	17,995	133,415	0	133,415	1,870.36	0
2023	93	72	113,155	0	17,640	130,795	0	130,795	2,647.16	0
2022	18090	72	113,155	0	17,640	130,795	0	130,795	2,856.78	0
2021	18053	72	113,155	0	17,640	130,795	0	130,795	2,897.72	0
2020	17997	72	113,155	0	17,640	130,795	0	130,795	2,926.12	0
2019	2	72	161,340	0	26,460	187,800	0	187,800	4,209.96	0
2018	2	72	161,340	0	26,460	187,800	0	187,800	3,913.70	0
2017	2	72	161,340	0	26,460	187,800	0	187,800	4,270.00	0
2016	2	72	147,405	0	6,426	153,831	0	153,831	3,515.74	0
2015	11206	72	147,405	0	6,426	153,831	0	153,831	3,503.14	0
2014	11173	72	143,112	0	6,426	149,538	0	149,538	3,213.72	0
2013	11135	72	136,297	0	6,426	142,723	0	142,723	3,112.88	0
2012	101498	72	136,297	0	6,426	142,723	0	142,723	3,122.12	0

SCOTTS BLUFF COUNTY
Real Estate Breakdown Report

Parcel ID	010149813		Owner	MORENO/ISABEL			Legal	LT 4-5, BLK 6, SUB LTS 13 & 14, BLK 6, ORIGINAL TOWN ADD			
Year	Statement	District	Building	Other	Land	Total	Exempt	Taxable	Total Tax	Penalty Tax	
2011	224	72	136,297	0	6,426	142,723	0	142,723	3,122.42	0	
2010	245	72	136,297	0	6,426	142,723	0	142,723	3,024.52	0	
2009	255	72	117,278	0	22,925	140,203	0	140,203	2,979.68	0	
2008	299	72	109,606	0	21,425	131,031	0	131,031	2,680.36	0	

Parcel ID 010149813 (19493)
 Cadastral ID 1673-23-453-016
 PAD Class Code 01-03-03-01-03-01
 State GEO 1673-23-0-09412-006-0004
Owner
 MORENO/ISABEL
 1850 19TH ST
 GERING, NE 69341
Situs
 1605 AVE A SCOTTSBLUFF NE 69361
Neighborhood 1002 - 1002
District 72 - SCOTTSBLUFF PARK
Legal
 LT 4-5, BLK 6, SUB LTS 13 & 14, BLK 6,
 ORIGINAL TOWN ADD



Primary Image Information
 Image ID 90284
 Image Date 02/13/2023
 File Name P1010395.jpg
 Description P1010395.JPG

Marshall & Swift Cost Approach (07/2021)

Property Valuation

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Income Approach

Lot Information

Lot Size PROTEST ADJUSTMENT
Valuation Model 1002
Valuation Method 02 Square Ft
Lot Value 3,415
Lot Size 56.00 X 90.00 FEET
Valuation Model 1002
Valuation Method 02 Square Ft
Lot Value 17,640

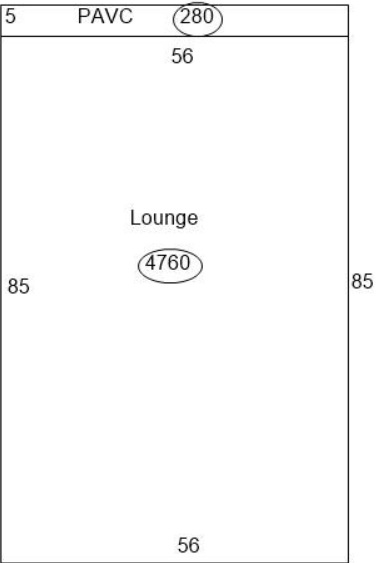
Review Information

02/10/2023	Inspect	DB,WM	
04/15/2020	Entered	PTMYF	
04/01/2017	Entered	PTMYF	
01/28/2016	Inspect	JG DS	BP
08/12/2013	Inspect	KW	SALE
08/13/2010	Inspect	MJN	Entered

Date Added Notes

09/09/2016 Form 521 Electronic - Adjustment (Book: 2016 Page: 04678 Ext: Sale Date: 8/22/2016) Adjustment: 0.00 Reason: TO LLC
 09/09/2016 Form 521 Electronic - Adjustment (Book: 2016 Page: 04714 Ext: Sale Date: 8/25/2016) Adjustment: 0.00 Reason: TO LLC
 12/01/2015 1673-23-0-09412-006-0003 GROUPED PARCEL 010149821 FOR 1998 BUILT 192--0--99 APPR, 2000 REVIEW 1-24-00~

Parcel ID 010149813 Owner MORENO/ISABEL Situs 1605 AVE A SCOTTSBLUFF NE 69361 Neighborhood 1002 - 1002	(19493)	Legal LT 4-5, BLK 6, SUB LTS 13 & 14, BLK 6, ORIGINAL TOWN ADD	Cadastral ID 1673-23-453-016 PAD Class Code 01-03-03-01-03-01 State GEO 1673-23-0-09412-006-0004
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Sequence	Code	Description	Base Area	Multiplier	Total Area
1	COMM	Lounge	4,760	1.00	4,760
2	COMM	PAVC	280	1.00	280
Total Building Area			5,040		5,040

Parcel ID 010149813 (19493)
 Cadastral ID 1673-23-453-016
 PAD Class Code 01-03-03-01-03-01
 State GEO 1673-23-0-09412-006-0004
 Owner
 MORENO/ISABEL
 1850 19TH ST
 GERING, NE 69341
 Situs
 1605 AVE A SCOTTSBLUFF NE 69361
 Neighborhood 1002 - 1002
 District 72 - SCOTTSBLUFF PARK
 Legal
 LT 4-5, BLK 6, SUB LTS 13 & 14, BLK 6,
 ORIGINAL TOWN ADD

Marshall & Swift Cost Approach
 Appraisal Zone 1000
 Zone Description Commercial Appraisal Zone
 Manual Date (07/2021)

Building Image Information
 Image ID 0
 Image Date
 File Name
 Description

Building Data
 Building ID 542
 Sequence 1
 Occupancy 1 441 - Cocktail Lounge 100 %
 Occupancy 2
 Occupancy 3
 Total Floor Area 4,760
 Average Perimeter 282
 Number of Stories 1
 Average Wall Height 20.00
 Year Built 1909
 Effective Age 114

Construction Class C - Masonry bearing walls
Rank 2.00 - Average
Condition 3.00 - Average
Exterior Wall 100 % - Brick, Solid
Heating/Cooling 100 % - Package Unit
Roof Type Flat
Roof Cover Built Up Roof

Basement Area 0
Basement Levels 0
Basement Finish
Finish Code - 1
Finish Area - 1 0
Finish Code - 2
Finish Area - 2 0

Code	Description	Year In	Size	Units	Depreciation
PAVC	Concrete Paving	0	280	280	0.00%

RESOLUTION NO. 25-09-07

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. On December 7, 2020, the City Council elected, by Resolution 20-12-02, to allow expedited reviews of redevelopment plans that meet the requirements in Section 18-2155(2) of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*).

b. Isabel Moreno (the “Redeveloper”) has submitted an Application for Expedited Review of Community Redevelopment Plan (the “Plan”) for the *Fitness Instructional Training Together Project* (the “Project”), dated July 21, 2025. The Redeveloper has paid the application fee for the Plan.


c. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

d. The City Manager and the Economic Development Director have conducted an expedited review of the Plan, determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law, and recommended approval of the Plan.

Resolved:

1. The City Council has determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City’s Comprehensive Plan.
2. The City Council approves the Plan and the Project.
3. The City Manager and designees and the Community Redevelopment Authority are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Plan according to Section 18-2155 of the Community Development Law.
4. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on September 15, 2025



Mayor

ATTEST:


City Clerk (Seal)

