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

Regular Meeting
November 12, 2020
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 the committee determines that the matter requires emergency action.)
5. Minutes
   a) Approve Minutes of the October 14, 2020 Meeting.
6. Façade Improvement Grant Program
   a) Review and make necessary additional changes regarding Redevelopment Plan.
   b) Review and Approve resolution to:
      i) Approve Redevelopment Plan;
      ii) Forward Planning Commission Recommendation to City Council; and
      iii) Forward and Recommend Approval of Redevelopment Plan to City Council.
7. YOLO Properties Carwash Project
   a) Review Redevelopment Plan.
   b) Conduct Cost-Benefit Analysis of Redevelopment Plan.
   c) Review and Approve Resolution to:
      i) Approve Redevelopment Plan;
      ii) Confirm Cost-Benefit Analysis; and
      iii) Forward and recommend approval of Redevelopment Plan to City Council.
   d) Review Redevelopment Contract.
   e) Review and Approve Resolution to:

i) Approve Redevelopment Contract with YOLO Properties LLC, conditional upon the City Council's approval of the Redevelopment Plan; and

ii) Authorize issuance of Tax Increment Financing Note (YOLO Properties Carwash), conditional upon the City Council's approval of the Redevelopment Plan and subject to the terms of the Redevelopment Contract.

8. Review and Make Recommendation

   a) Review LB 1021 and make recommendation to City Council re Expedited Reviews of eligible Redevelopment Projects.

9. Staff Reports

   a) (Information Only)

10. Other Business

   a) (Information Only)

11. Closed Session (to consider any of the above matters, where a Closed Session is appropriate.)

   a) Following passage of a motion to enter into executive session, presiding officer must state purpose of executive session.

12. Schedule a Meeting

   a) Set next meeting date.

13. Adjournment.

City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item Min1

Approve Minutes of the October 14, 2020 Meeting.

Staff Contact: Starr Lehl

City of Scottsbluff
Community Redevelopment Authority
October 14, 2020

A meeting of the Community Redevelopment Authority (CRA) was held on Wednesday, October 14, 2020 at 12:00p.m. at City Hall, 2525 Circle Drive, Scottsbluff, NE.

Notice of the meeting was published in the Star-Herald on Friday, October 9, 2020.

The meeting was convened at 12:00 p.m. by Chairman Trumbull. Roll call was taken. The following CRA members were present: Bill Trumbull, Katie Camacho. Mary Skiles, Robert Franco. In attendance on behalf of the city were Interim City Manager, Rick Kuckkahn, Economic Development Director, Starr Lehl and Legal Counsel, John Selzer.

Chairman Trumbull informed those in attendance that a copy of the Nebraska Open meetings Act is available on the south wall for the public's review.

Chairman Trumbull asked if there were any citizens in the audience with business not on the agenda and there were none.

Chairman Trumbull asked if there were changes to the agenda and there were no changes. CRA Member Knapper arrived at 12:02 p.m.

Motion by Camacho, second by Franco to approve the minutes from the September 17, 2020 meeting. "Yeas" Knapper, Franco, Skiles, Trumbull, Camacho "Nays", none.

The next agenda item was to review additional East Overland Façade Improvement Grant Applications.

The first three applications were submitted by Armando and Maria Aguilera for 210, 611 and 615 East Overland. Pictures of all three properties were shown. Maria Aguilera gave an overview of each property and the intended improvements and answered questions from CRA members.

The fourth application was submitted by Rosita's Restaurant and Rosemary Florez for 1205 East Overland. Ms. Florez was in attendance and explained the planned improvements to the property. Discussion was held by members and applicant and pictures of the property were shown.

The fifth application was submitted for 1602 East Overland by Tom Thompson of Economy Glass. Mr. Thompson was unable to attend but Lehl did explain the project and pictures were shown.

The CRA had additional discussions on how to divide the remaining grant money among the applicants. Ms. Aguilera was asked which application she would prioritize and she stated the application for the 615 East Overland Property. A motion was made by Franco to approve grants for the 615 East Overland application (Aguilera) in the amount of $6,000, for the 1205 East Overland application (Florez) in the amount of $3,245, for the 1602 East Overland application (Thompson) in the amount of $5,400 and the remaining balance of $984.50 would be granted to Maria Aguilera for the 210 East Overland property. The motion was second by Knapper. "Yeas" Franco, Skiles, Trumbull, Camacho, Knapper, "Nays" none.

Chairman Trumbull then introduced item #7 on the agenda regarding the review of a city-wide Façade Improvement program.

The CRA discussed the draft guidelines and application for the program. Several recommendations were given including adding a question of whether the building is currently occupied and deleting interior improvements as being qualified for matching funds. It was also recommended that there be clear instructions that the applicant will pay for all repairs and submit paid invoices to the

City for reimbursement. Other recommendations were to exclude residential properties and require the applicant to state whether the applicant has received funds from the City in the past. The CRA also stated that only registered contractors with the City of Scottsbluff be eligible to complete the work. The CRA recommended a start date of the program to be Tuesday, November 17th (based on the November 16th City Council Meeting where the Redevelopment Plan implementing the program would be considered). The CRA set meetings to review applications on January 13, February 10 and March 10 so applicants could know a deadline for submitted applications. The CRA expressed that they would not set aside funds for subsequent meetings and would consider applications in the order they were submitted. Kuckkahn stated that he and Lehl would check with the City Finance Director to determine when projects would need to be complete in order for the City to spend the funds in time. The CRA directed staff to revise the Façade Grant Program guidelines and application based on their comments and prepare a Redevelopment Plan to be reviewed by the Planning Commission and approved by the City Council. The CRA scheduled a meeting for November 12, 2020 to review and approve the Redevelopment Plan and updated grant guidelines and application.

CRA Member Skiles left the meeting at 12:55 p.m.

In Staff reports, Selzer gave an update on the status of the YOLO Carwash project and stated that he was waiting to hear from the Redeveloper as to when he wanted to schedule the public hearing in front of the Council. Selzer stated that the CRA would have another opportunity to review the Redevelopment Plan prior to the City Council public hearing.

Motion by Knapper, second by Franco to adjourn the meeting at 1:07 p.m. “Yeas” Trumbull, Camacho, Knapper, Franco, Absent, Skiles “Nays” none.

_____

Rick Kuckkahn

_____

Starr Lehl

City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item Facade1

Review and make necessary additional changes regarding Redevelopment Plan.

Staff Contact: Starr Lehl

City of Scottsbluff Redevelopment Plan
Façade Improvement Grant Program

The City of Scottsbluff Community Redevelopment Authority ("CRA") presents this Redevelopment Plan (the "Plan") for the City of Scottsbluff Façade Improvement Grant Program ("Program").

The City of Scottsbluff has allocated $250,000.00 to be used for grants for façade improvements within areas of the City designated as blighted and substandard (also known as TIF Districts or Community Redevelopment Areas). A map of the Community Redevelopment Areas within the City is attached and made part of this Plan.

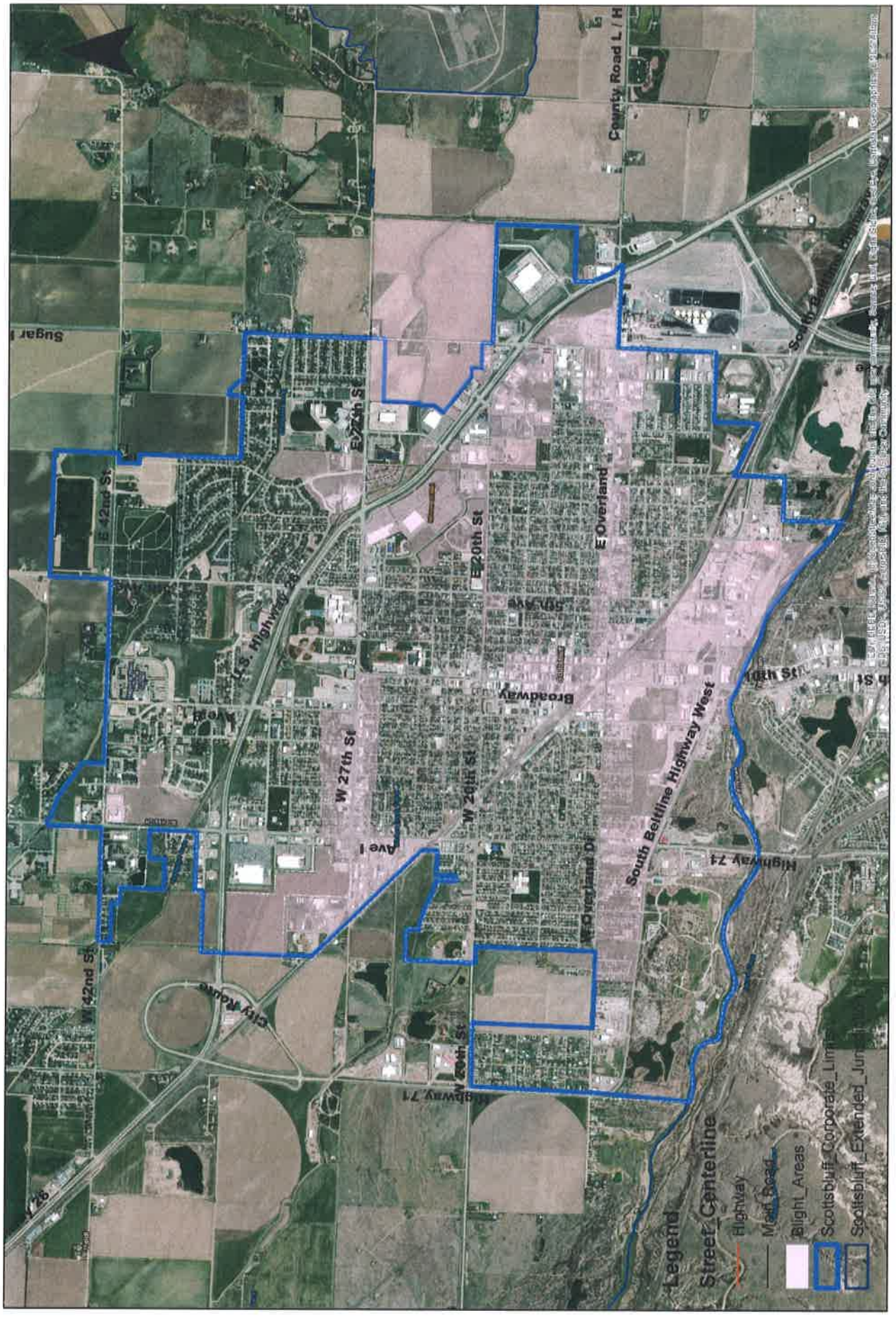
The purpose of the Program is to encourage eligible property owners to voluntarily rehabilitate or redevelop the exteriors of their properties in order to enhance the Community Redevelopment Areas. Grant funds must be used to improve the appearance of a clearly visible portion of the exterior of an eligible property. To receive a grant, applicants must match the amount of grant funds spent on eligible improvements. The maximum grant amount per property is $10,000.00.

The Grant Guidelines and Application are attached and made part of this Plan. Applications will be reviewed by City Staff and then presented to the CRA, which will make a recommendation to the City Council. Site plans of proposed improvements may be considered by the CRA as part of its review of applications to analyze whether the proposed improvements are sufficiently visible. The current condition of a property and property uses may be considered by the CRA as part of its review of applications.

This Plan does not contemplate changes in land uses, population densities, land coverages, building intensities, traffic patterns, zoning, street layouts, street levels or grades, building requirements, building codes, or ordinances. This Plan does not contemplate land acquisition, demolition, or removal of structures by the CRA or City. Applicants may be eligible for grant funds for private demolition or removal of structures. If any additional public facilities or utilities are required to support any new land uses of property improved through grant funds, the development of and payment for such public facilities and utilities will be addressed according to the City's regular ordinances and procedures. The City's 2016 Comprehensive Plan, and in particular pages 13 through 35, related to Land Uses, is incorporated into this Plan by this reference. The Scottsbluff Future Land Use Map and Summary of Neighborhood Types (pages 20 through 22 of the Comprehensive Plan) is attached to this Plan.

A Program grant will not replace or supersede the need for the property owner to obtain other agreements, consents, permits, or licenses from the City related to improvements as may be required by the City for the type of work to be performed.

Map of Community Redevelopment Areas


County Road L / H
E 27th St
E 42nd St
E 20th St
E Overland
W 27th St
W 20th St
W 42nd St
Broadway
South Beltline Highway West
Highway 71
Ave I
City Route
Legend
Street_Centerline
Highway
Main Road
Blight_Areas
Scottsbluff_Corporate_Limits
Scottsbluff_Extended_Jurisdiction

Guidelines and Application

CITY OF SCOTTSBLUFF

CITY OF SCOTTSBLUFF

FAÇADE IMPROVEMENT GRANT PROGRAM

The City of Scottsbluff has allocated $250,000 to be used for grants for façade improvements within areas of the City designated as blighted and substandard (also known as TIF Districts or Community Redevelopment Areas). Grant funds must be used to improve the appearance of a clearly visible portion of the exterior of an eligible property. (Roof replacement/repair, for example would not be an eligible expense.) Program guidelines are below:

1. Grant amounts: Minimum grant amount is $500 per property. Maximum grant amount is $10,000 per property.

2. Required Cash Match: A property owner must match every dollar of grant money with one dollar of the property owner's own funds. All funds (grant funds and the match) must be used for improvements to the exterior of the property which are clearly visible.

Eligible improvements include, but are not limited to:

-Paint (exterior only)	- Siding	- Awnings
-Masonry	-Sidewalk repair	- Exterior Doors
-Signage	-Windows	- Demolition
-Landscaping	- Parking Lot Repairs	

3. Applications must include actual bids or estimates which equal or exceed the grant funds requested and matching funds. Bids or estimates must be from, and work must be completed by, a contractor registered with the City of Scottsbluff. Costs of materials are also eligible for reimbursement if the property owner provides the labor.

4. Costs incurred prior to approval of the grant application will not be reimbursed with grant funds or qualify as matching funds.

5. Applicants must pay for the work and/or materials and submit to the City all receipts for work completed and for materials purchased in order to be reimbursed. All work must be completed and receipts must be submitted to the City for reimbursement by **September 10, 2021.**

6. Applications will be reviewed by City Staff and presented to the City's Community Redevelopment Authority ("CRA"). The CRA plans to hold meetings on the following dates to review applications:

January 13, 2021

February 10, 2021 (subject to continued availability of grant funds)

March 10, 2021 (subject to continued availability of grant funds)

(These meeting dates are subject to change.)

At each meeting, the CRA will review all applications submitted at least one week prior to such meeting. Applicants are expected to attend the CRA meeting to present their application to the Community Redevelopment Authority and answer questions.

The CRA will make recommendations to the City Council, who will make a final funding determination at a meeting following the CRA meeting.

7. Approved applicants must give monthly reports to the City regarding the progress of the project until completed.

8. Application Period will begin on **November 17, 2020 and will continue until all grant funds have been awarded**.

9. All proposed improvements must meet the requirements of the City's building, fire, and zoning codes.

Façade Improvement Program Application

Project Information

1. Applicant Name:_____

   Applicant Address:_____

   Telephone No.:_____E-Mail Address:_____

   Property Owner (if different than applicant):_____

2. Project Site Address:_____

3. Is the Project Site Currently Occupied? Yes No

4. Land Use of Project Site (Circle one):

   Restaurant Retail Service

   Other (Please specify): _____

5. Nature of Business (if applicable):_____

6. Proposed Project: Describe in detail; attach plans and specifications:

_____
_____
_____
_____
_____
_____
_____
_____

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)

   Type of Assistance:_____

   Amount:_____

   Date:_____

8. Estimated Project Costs:

Exterior Improvements (describe) $_____

Other (describe)

Total $_____

Grant Funds Requested* **$**_____

*Grant funds requested must not exceed the $10,000 maximum
*Grant funds requested must not exceed ½ of the cost of exterior improvements
*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant):_____

Address:_____

Phone No.:_____

10. Project Construction Schedule (estimated):

Start Date _____

Completion Date _____

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021.**

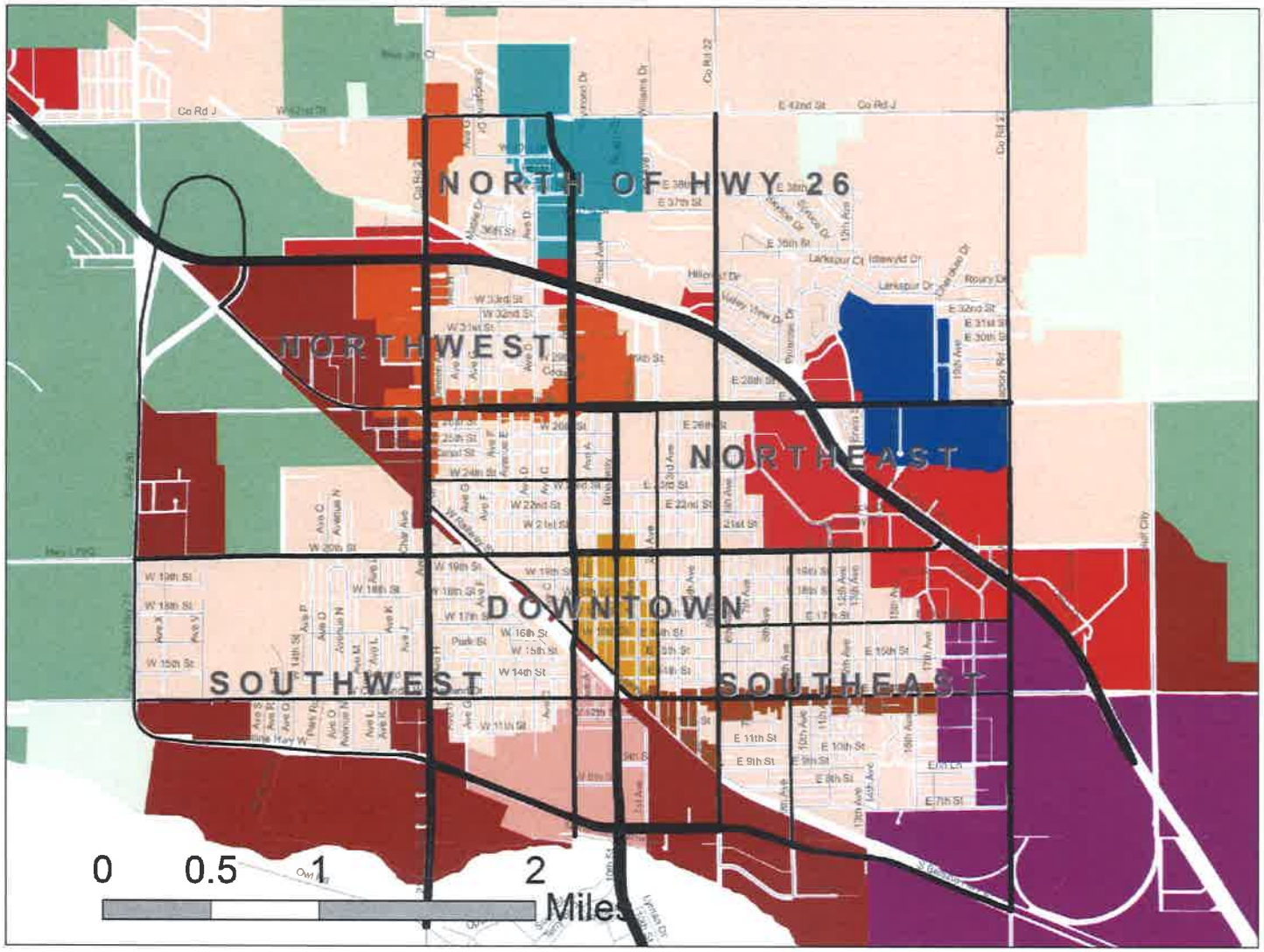
To be completed by Staff:

Zoning of Property_____

Square footage of building_____

Land Uses

Scottsbluff Future Land Use Map



Summary of Neighborhood Types

Neighborhood	Characteristics
East Overland	**Hours:** Active daytime, limited nighttime activities **Auto:** Human scale transportation oriented. Formalized bicycle and pedestrian accommodations. **Mass:** Dense business corridor built near or to the street, one to two stories, Corners built out to develop 'nodes' of activity **Emissions:** High activity during the day, generally residential daily business traffic, low amounts of noise and smells, and enforced aesthetic and design standards. ***Appropriate zones**: C-1, C-2, R-1a**
Southeast Industrial	**Hours:** Active daytime and nighttime **Auto:** Heavy traffic both personal and commercial motorized vehicles **Mass:** Wide variety of buildings **Emissions:** High amounts of noise and smells tolerated closer to highway 26. Heavy day-time traffic acceptable closer to residential areas west of 21st Avenue. . ***Appropriate zones**: C-3, M-1, M-2*
WNCC Campus and Surrounding Area	**Hours:** Daytime, generally 8-5 working hours. **Auto:** Both motorized and non-motorized traffic should be well facilitated, Motorized vehicle convenience should yield to pedestrian connectivity **Mass:** Variety of building types and heights and setbacks. Moderate to low density with accompanying open space and landscaping. **Emissions:** High activity during the day, generally residential daily business traffic, low amounts of noise and smells, and enforced aesthetic and design standards. ***Appropriate zones**: R-1a, O-P, R-4*
Highway 26 Commercial	**Hours:** Daytime and evening. Nighttime activity acceptable adjacent to highway. **Auto:** Motorized vehicle oriented to facilitate both personal and commercial vehicles. Formalized pedestrian and cycling facilities. **Mass:** Variety of building types and heights and setbacks. Moderate to high density and mixes of uses. **Emissions:** High activity during the day, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-2, PBC, O-P, R-4*
Avenue B and Hospital Campus	**Hours:** Daytime and evening. Nighttime activity acceptable adjacent to highway. **Auto:** Motorized vehicle oriented to facilitate both personal and commercial vehicles. Formalized pedestrian and cycling facilities. **Mass:** Variety of building types and heights and setbacks. Moderate to high density and mixes of uses. **Emissions:** High activity during the day, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-2, PBC, O-P, R-5*
Northwest Commercial	**Hours:** Heavier daytime use, 24 hour retail, fast-food, or traveler activity accepted. **Auto:** Multi-modal accommodations integrated on 27th street and included on Avenue I. **Mass:** Big box with surface parking acceptable when built to design code, shared buildings, built out along key intersections, low height, set-backs to encourage walkability on 27th st. **Emissions:** Traffic heaviest in the day but continuing through the night, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-2*

South Broadway	**Hours:** Heavier daytime use, evening retail. **Auto:** Multi-modal transportation well accommodated. **Mass:** Higher density development, generally low buildings though 2.5-3 stories is acceptable. Broadway setbacks set eventually to be near or on the street. Larger for big box. **Emissions:** Traffic heaviest in the day but continuing through the night, commercial deliveries frequent, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-1, O-P, C-2, R-4, PBC**
Central Business District	**Hours:** Active daytime, evening, and nighttime activities **Auto:** Formalized bicycle and pedestrian accommodations. Pedestrian oriented along Broadway **Mass:** Allowable height up to 70 feet, zero setbacks. Buildings should take up entire lot- green space provided in public facilities. **Emissions:** High activity during the day, evening, and late night. Lights that reflect historical character of district. ***Appropriate zones**: C-1*
Automobile Commercial	**Hours:** Daytime and nighttime activity **Auto:** Motorized traffic oriented with ease of commercial vehicle access **Mass:** Wide variety of building types and sizes **Emissions:** Noises and heavier commercial traffic associated with business ***Appropriate zones**: C-2, C-3, PBC, R-4*
Rural Residential	**Hours:** Generally daytime activity **Auto:** Motorized traffic oriented **Mass:** Some agricultural activity, low traffic intensity, dust from unpaved roads **Emissions:** Noises and heavier commercial traffic associated with business ***Appropriate zones**: R-1b, AR*
Residential	**Hours:** Daytime activity **Auto:** Generally personal motorized traffic only, safe streets for non-motorized transportation **Mass:** Generally small buildings, single family homes predominately with ample setbacks **Emissions:** No offensive smells or noises, low traffic, well maintained properties ***Appropriate zones**: R-1a, Due to higher intensity of traffic and density in R-4 and R-6, these zones may be appropriate in certain areas*

City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item Facade2

Review and Approve resolution to:

Approve Redevelopment Plan;

Forward Planning Commission Recommendation to City Council; and

Forward and Recommend Approval of Redevelopment Plan to City Council.

Staff Contact: Starr Lehl

RESOLUTION NO. ___

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

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.,* a redevelopment plan for the *Façade Improvement Grant Program* (the "Redevelopment Plan") has been created by the Scottsbluff Community Redevelopment Authority ("CRA"). The Redevelopment Plan proposes to encourage redevelopment in areas of the City which the City Council has declared to be blighted and substandard and in need of redevelopment.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan"). The Planning Commission recommended approval of the Redevelopment Plan to the CRA and City Council.

c. The CRA makes the findings and recommendations as set forth in this Resolution.

Resolved:

1. The proposed building requirements in the Redevelopment Plan are designed with the general purposes of accomplishing, in conformance with the Comprehensive Plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, the wise and efficient expenditure of public funds and the prevention of the recurrence of conditions of blight.

2. The Redevelopment Plan does not propose any site acquisition or preparation costs of the redevelopment project areas by the City or CRA. Neither the CRA nor City will receive proceeds or revenue from disposal of the redevelopment project areas to redevelopers. The proposed methods of financing of the project are to provide up to $250,000.00 of funds appropriated by the City as grants ($10,000 grant maximum per property) to applicants and require applicants to provide matching private funds. No families or businesses will be displaced as a result of the project.

3. The CRA recommends approval of the Redevelopment Plan to the City Council.

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

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

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

PASSED AND APPROVED on November ___, 2020

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF

ATTEST:

_____
Chair

_____
Secretary

City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item YOLO1

Review Redevelopment Plan.

Staff Contact: Starr Lehl

Simmons Olsen Law Firm, P.C., L.L.O.

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ALLIANCE OFFICE
129 East 5th Street
Alliance, NE 69301
(308) 761-047

Please Direct All
Correspondence
To Scottsbluff Office

To:	City of Scottsbluff Community Redevelopment Authority
From:	John L. Selzer, Deputy City Attorney
Date:	November 9, 2020
Re:	YOLO Properties Carwash Project

Introduction: At your November 12, 2020 meeting, you will consider a resolution regarding the Redevelopment Plan for the YOLO Properties Carwash Project submitted by YOLO Carwash LLC (the "Plan" and the "Project"). The proposed Project is in an area that has previously been designated as blighted and substandard and in need of redevelopment.

The resolution will be to recommend the Plan to the City Council. If the resolution is passed, then the City Council will then review the Plan on November 16, 2020. If the City Council approves the Plan, then the CRA and Redeveloper will enter into a redevelopment contract to implement the Plan.

Below are the standards of your review of the Plan.

Standards of Review:

1. Conformity with Comprehensive Plan. First, you must consider whether the proposed land uses and building requirements in the Plan are designed with the general purpose of accomplishing, in conformance with the Comprehensive Plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development. Thus, you must analyze whether the Project and Plan conform to the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan").

The Project Site is described as an approximately one acre parcel lying directly south of W. 29th Street and directly west of the property located at 2822 Avenue I in Scottsbluff, Nebraska.

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Northwest District and in an Automobile Commercial Neighborhood. One of the principles for sustainable development for the Northwest District is to encourage new development to be contiguous with existing development. The Automobile Commercial Neighborhoods contemplate daytime and nighttime activity, a wide variety of building types and sizes, and C-2 and C-3 as appropriate zones. The Redeveloper's development of the Project Site is consistent with the Comprehensive Plan.

The Project Site is currently zoned as agricultural. Thus, the Project Site will need to re-zoned as commercial. The Project Site is in a primarily commercial district, with the exception of R-1A immediately to the east. As noted above, the Comprehensive Plan contemplates that appropriate zones for this area include C-2 and C-3. Approval of the Redevelopment Plan does not approve any zoning changes. The Redeveloper must go through the proper procedure for rezoning, independently of the process for obtaining approval for this Redevelopment Plan.

2. Cost-Benefit Analysis. Second, you must conduct a cost-benefit analysis of the Plan using the following factors:

a. Tax Shifts from the approval of TIF funds;

b. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

c. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

d. Impacts on other employers and employees within the City and the immediate area that are located outside of the boundaries of the area of the redevelopment project;

e. Impacts on the student populations of Scottsbluff Public Schools; and

f. Any other impacts determined by the CRA to be relevant to the consideration of costs and benefits arising from the redevelopment project

A proposed cost benefit analysis is included in your packet, which you may adopt with or without revisions.

3. But-For Test. The CRA should consider whether the Project in the Plan would not be economically feasible or occur in the community redevelopment area without the use of tax-increment financing. This element is addressed on page 3 of the Plan.

Contract and TIF Note Administration:

A resolution will also be provided for approving the Redevelopment Contract and authorizing the issuance of the TIF Note, contingent on Council approval of the Plan. If the Plan is ultimately approved by the Council, then this Resolution authorizes the Chairperson of the CRA to sign the Redevelopment Contract and TIF Note. This also allows the Chairperson to make changes to the Redevelopment Contract if necessary. This is done simply so if any minor changes need to be made, we can get that done without calling another meeting.

The Redevelopment Contract can be signed soon after Council approval. The TIF Note will not be issued until the Redeveloper has incurred certain expenses in connection with the Project. However, this Resolution authorizes the City Staff to administer the TIF Note without further action of the CRA. This includes verifying that the Redeveloper has incurred the eligible expenses of the Project.

Attachments: Redevelopment Plan
CRA Cost Benefit Analysis
CRA Plan Resolution
Redevelopment Contract
CRA Contract and TIF Note Resolution

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN
YOLO Properties Carwash

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Attachments

Attachment 1: *Blighted and Substandard Map*

Attachment 2: *Map of Project Site*

Attachment 3: *Current Land Use Map*

Attachment 4: *Renderings of Facility*

Attachment 5: *Site Plan*

Attachment 6: *Zoning Map*

Attachment 7: *Excerpts from Comprehensive Plan*

Attachment 8: *Proposed Cost-Benefit Analysis*

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN
YOLO Properties Carwash

1. Introduction/Executive Summary

YOLO Properties LLC (the "Redeveloper") submits this Redevelopment Plan ("Plan") to the City of Scottsbluff City Council (the "City"), the City of Scottsbluff Planning Commission ("Planning Commission"), and the City of Scottsbluff Community Redevelopment Authority (the "CRA"), according to the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*

Under this Plan, the Redeveloper proposes to develop the "Project Site" into a high performance tunnel car wash facility (the "Project"). The Project Site has been declared to be blighted and substandard. The Redeveloper is requesting tax increment financing for certain eligible costs and expenses related to the Project.

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

The City has declared the Project Site and surrounding areas as blighted and substandard as defined in the Nebraska Community Development Law. *See* Attachment 1.

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

A. ***Boundaries of the Project Site:*** The Project Site is described as an approximately one acre parcel lying directly south of W. 29th Street and directly west of the property located at 2822 Avenue I in Scottsbluff, Nebraska. An aerial map of the Project Site is attached as Attachment 2.

B. ***Land Acquisition:*** The Redeveloper has a purchase agreement for purchasing the Project Site which is contingent on the Redeveloper obtaining financing.

C. ***Land Uses:*** See Attachment 3 for existing land uses of the area surrounding the Project Site. The Project Site will be used as a high performance tunnel car wash facility. Renderings of the facility are attached as Attachment 4.

D. ***Land Coverage, and Building Intensities:*** The Project Site is approximately 46,640 square feet. The building will be 5,112 square feet (10.96% of the Project Site). The concrete parking and sidewalk will be 24,856 square feet (53.29% of the Project Site). See the Site Plan attached as Attachment 5.

E. ***Site Plan:*** See Attachment 5.

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

G. ***Demolition and Removal of Structures:*** None

H. ***Population Densities:*** The Plan does not contemplate a change in population densities around the Project Site.

I. ***Zoning Changes:*** The Project Site is zoned as agricultural. Thus, the Project Site will need to re-zoned as commercial. The Project Site is in a primarily commercial district, with the exception of R-1A immediately to the east. *See* Attachment 6. Approval of the Redevelopment Plan does not approve any zoning changes. The Redeveloper must go through the proper procedure for rezoning, independently of the process for obtaining approval for this Redevelopment Plan.

J. ***Additional Public Facilities and Utilities:*** A sewer line will need to be extended through the adjacent property along 29th Street for approximately 40 feet.

K. ***Street Layouts, Street Levels, and Grades:*** No changes to street layouts, street levels, and grades are needed for this Plan.

L. ***Ordinance and Building Code Changes:*** The Project Site will need to be platted to divide the Project Site into a single, independent lot. No other ordinance or building code changes are contemplated by the Plan.

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

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

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Northwest District and in an Automobile Commercial Neighborhood. One of the principles for sustainable development for the Northwest District is to encourage new development to be contiguous with existing development. The Automobile Commercial Neighborhoods contemplate daytime and nighttime activity, a wide variety of building types and sizes, and C-2 and C-3 as appropriate zones. The Redeveloper's development of the Project Site is consistent with the Comprehensive Plan. Relevant excerpts from the Comprehensive Plan are attached as Attachment 7.

5. Proposed Financing

A. ***Tax Increment Financing.*** The Redeveloper is requesting tax increment financing to pay for statutorily eligible expenses, to the extent such funds are available. The tax increment financing will be generated from the increased property taxes to be paid on the Project Site after development all according to NEB. REV. STAT. § 18-2147. The amount of the available proceeds from tax increment financing ("TIF Revenues") is estimated at approximately $485,160.00, calculated as follows:

a.	Estimated Base Value:	$ 2,600.00
b.	Estimated Project Completion Value:	$1,500,000.00
c.	Tax Increment (b minus a):	$1,497,400.00
d.	Estimated Levy:	2.16%
e.	Annual Projected Shift (rounded):	$ 32,344.00
f.	Total TIF Available (e multiplied by 15)	$ 485,160.00

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

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

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

The Redeveloper certifies that this Plan would not be economically feasible, and the Project would not occur at the Project Site without the use of tax increment financing. Based on the current costs to develop high performance tunnel car-washes, tax increment financing is extremely important to the viability of the Project. Tax increment financing is needed to keep the debt to equity ratio acceptable to Redeveloper's lender.

Notwithstanding the foregoing, the Redeveloper understands the liability of the CRA and City shall be limited to the TIF Revenues received by the CRA with respect to the Project available to pay the TIF Indebtedness issued for this Project and the Redeveloper shall look exclusively thereto for the payment on any TIF Indebtedness. The Redeveloper acknowledges that the above figures are, and any TIF Indebtedness will be 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 project costs 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.

Below are the portions of the project, and estimated cost that the Redeveloper proposes to be paid for with TIF Revenues, to the extent available:

Description	Estimated Costs
Land Acquisition	$ 400,000.00
Site Preparation	$ 76,000.00
Sidewalk/Drive Access	$ 7,100.00
Site Engineering	$ 19,267.00
Plan Preparation/Legal	$ 10,250.00
Total	$ 512,617.00

B. Private Investment/Financing. The estimated TIF Revenues available will not be sufficient to cover the eligible costs. The Redeveloper will make a substantial private investment in and obtain private financing for the private improvements such as the building and equipment estimated at almost $3,000,000.

Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A "TIF Adjustment" is made to show the TIF eligible expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds (eligible)	Private Funds	Totals
Land Acquisition	$ 400,000.00		
Site Preparation	$ 76,000.00		
Sidewalk/Drive Access	$ 7,100.00		
Building		$ 1,592,900.00	
Architecuture		$ 50,733.00	
Site Engineering	$ 19,267.00		
Equipment		$ 1,200,000.00	
Contingencies		$ 76,000.00	
Plan Preparation/Legal	$ 10,250.00	$ 1,000.00	
Subtotals	$ 512,617.00	$ 2,920,633.00	
TIF Adjustment	$ (27,457.00)	$ 27,457.00	
Totals	$ 485,160.00	$ 2,948,090.00	$ 3,433,250.00

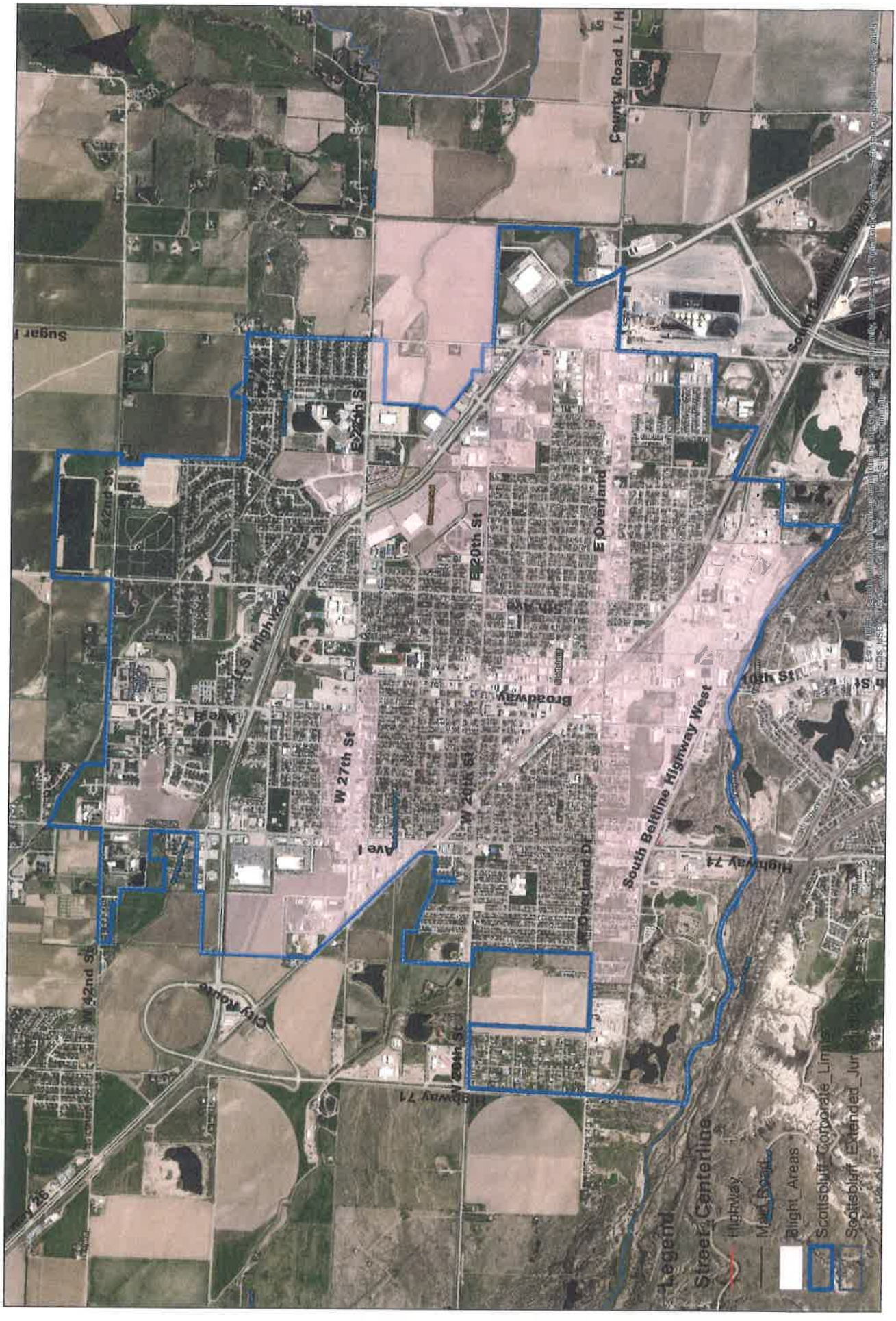
Please note that all the figures in this Plan are estimates and tax increment financing granted will be based on actual costs incurred for eligible expenses, as limited by tax increment revenues received.

A proposed statutory Cost-Benefit Analysis of the Project is attached as Attachment 8.

6. Implementation of the Plan

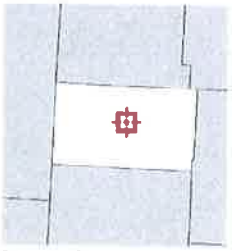
Upon approval of this Plan, the Redeveloper will enter into a Redevelopment Contract with the CRA which shall govern the implementation of this Plan. All public improvements related to this Plan shall be according to (a) plans and specifications approved in writing by the City in advance of commencement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

YOLO Properties Carwash Redevelopment Plan
Attachment 1
Blighted and Substandard Map


County Road L / H
E 22th St
E 20th St
E Overland
W 42nd St
U.S. Highway 26
Broadway
W 27th St
W 20th St
Ave I
Overland Dr
South Beltline Highway West
Highway 71
W 42nd St
City Woods
W 20th St
Legend
Street Centerline
Highway
Main Roads
Blight Areas
Scottsbluff Corporate Limits
Scottsbluff Extended Jur

YOLO Properties Carwash Redevelopment Plan
Attachment 2
Map of Project Site

Beacon™ Scotts Bluff County, NE



DISCLAIMER: This map measurement's and all associated data are approximate and not to be used for any official purposes. Scotts Bluff County assumes no liability associated with the use or misuse of this information.

Date created: 1/22/2020

Developed by Schneider GEOSPATIAL

YOLO Properties Carwash Redevelopment Plan
Attachment 3
Current Land Use Map

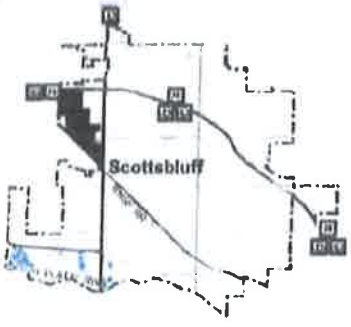
Existing Land Use

City of Scottsbluff
Scotts Bluff County, NE

Data Sources
Land Use: City, 2003 with field updates
Parcels: Scotts Bluff County, 2016
Aerial: US Army Corps of Engineers, 2011

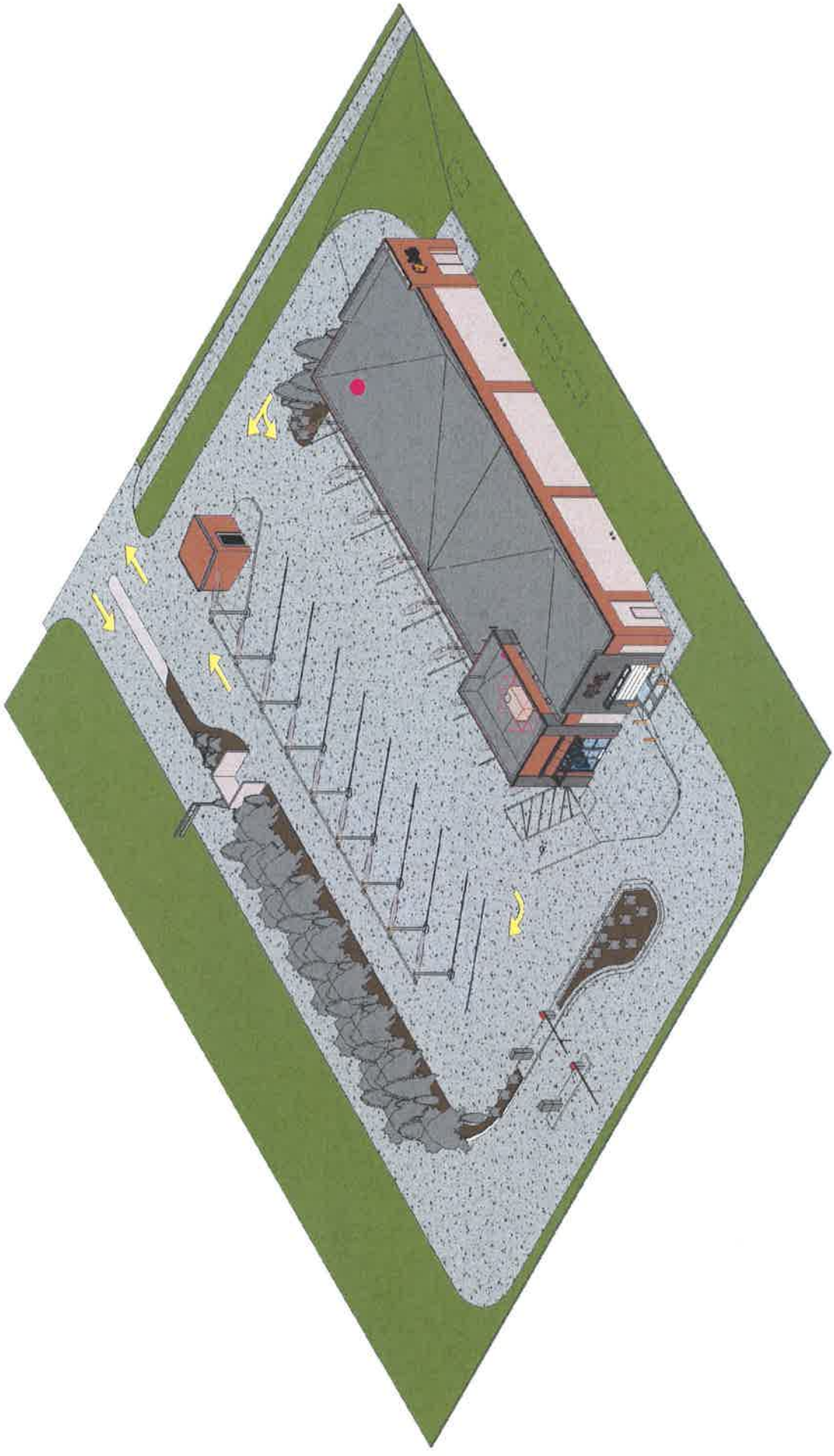
Blight Analysis Area Parcels

Land Use
- Agricultural
- Central Business District
- Neighborhood Commercial
- Heavy Commercial
- Commercial—Traveler Serv
- Light Commercial
- Heavy Commercial
- Public Water Facility
- Light Mfg & Industrial
- Heavy Mfg & Industrial
- O&P
- Park
- Single Family Residential
- Heavy Density Multi-Family
- Rural Residential
- Semi-Public
- Undeveloped
- Blight Study Area
- Corporate Limits

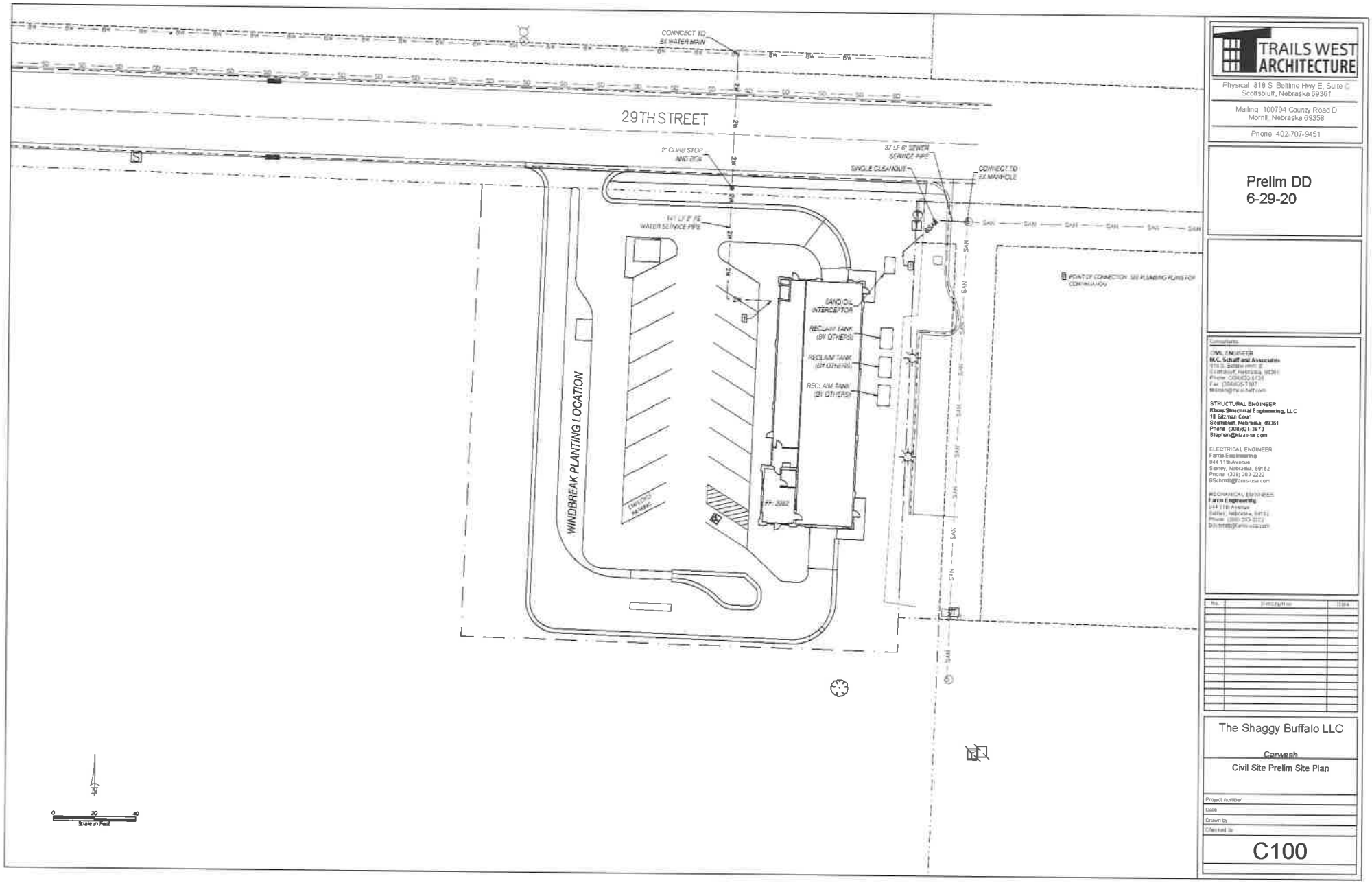


YOLO Properties Carwash Redevelopment Plan
Attachment 4
Renderings of Facility

Canopy 16'-0"
EIFS Siding
Painted Aluminum



YOLO Properties Carwash Redevelopment Plan
Attachment 5
Site Plan



TRAILS WEST ARCHITECTURE

Physical 818 S. Beltline Hwy E, Suite C
Scottsbluff, Nebraska 69361

Mailing 100794 County Road D
Morrill, Nebraska 69358

Phone 402.707-9451

Prelim DD
6-29-20

Consultants:

CIVIL ENGINEER
M.C. Schaff and Associates
818 S. Beltline Hwy E
Scottsbluff, Nebraska, 69361
Phone (308)632-8728
Fax (308)635-1907
Melissa@mcschaff.com

STRUCTURAL ENGINEER
Klaas Structural Engineering, LLC
18 Sidney Court
Scottsbluff, Nebraska 69361
Phone (308)631-3873
Stephen@klaas-se.com

ELECTRICAL ENGINEER
Farms Engineering
844 11th Avenue
Sidney, Nebraska, 69162
Phone (308) 203-2222
BSchmitt@farms-usa.com

MECHANICAL ENGINEER
Farms Engineering
844 11th Avenue
Sidney, Nebraska, 69162
Phone (308) 203-2222
BSchmitt@farms-usa.com

No.	Description	Date

The Shaggy Buffalo LLC

~~Carwash~~

Civil Site Prelim Site Plan

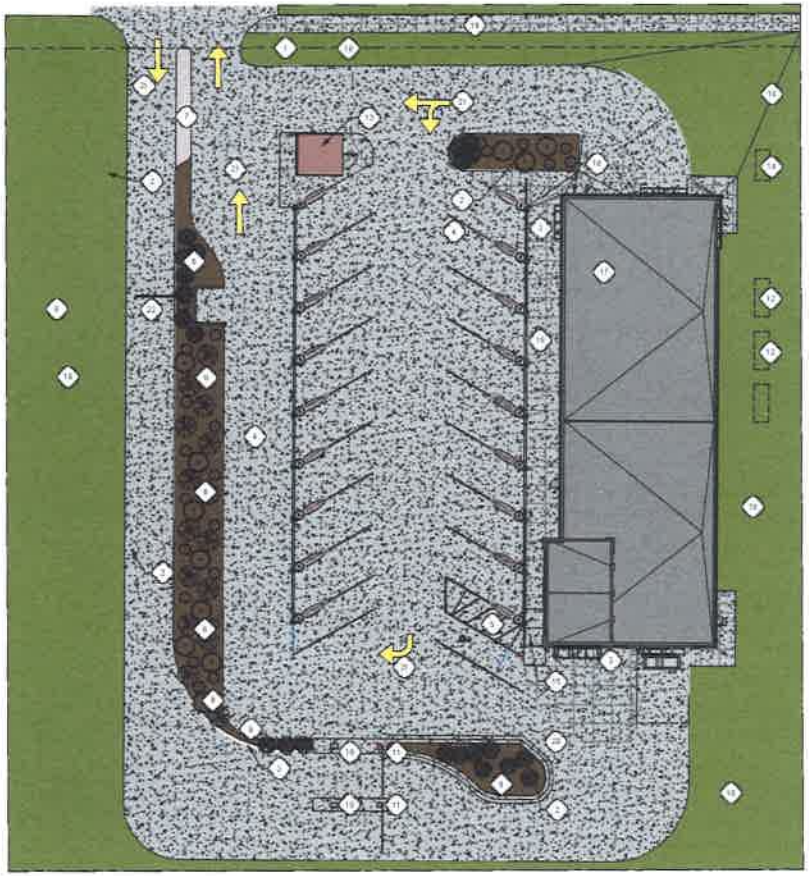
Project number

Date

Drawn by

Checked by

C100



1 Architectural Site Plan
1/16" = 1'-0"

Sheet Notes:

1. Internally lit exterior sign
2. Parking lot light poles. See E0100 for actual pole/post locations
3. Reference electrical drawings for all exterior building lighting
4. 4" paint stripe, see civil drawings
5. ADA van accessible parking stall with ADA compliant signage. See civil drawings
6. Landscape area for trees and brush
7. Landscape area, gravel
8. Landscape area, storm water retention
9. Landscape area, planting
10. Automated pay station, reference car wash manufacturer's drawings
11. Drop arm barrier, reference car wash equipment manufacturer drawings
12. Water Reclamation Tanks (typical), reference car manufacturer's drawings, plumbing drawings, and civil drawings
13. Exterior Vacuum system, reference car wash equipment manufacturer's drawings
14. Sand and oil interceptor, reference civil plans and plumbing plans
15. ADA ramp, see civil drawings
16. Gas meter location, reference plumbing plans
17. Transformer located on the interior of the building. See Electrical
18. Grass
19. 6" thick sidewalk, width per civil drawings
20. Bird dog bar
21. Painted markings per civil drawings
22. Height Clearance Bar. Verify final clearance height with owner prior to ordering sign. See detail on A100

TRAILS WEST ARCHITECTURE
Physical: 315 S. Beltline Hwy E, Suite C
Scottsbluff, Nebraska 69361
Mailing: 100794 County Road D
Morrill, Nebraska 69358
Phone: 402-707-9451

Prelim DDs

Consultants:

CIVIL ENGINEER
M.C. Schaft and Associates
2103 Beltline Hwy E
Scottsbluff, Nebraska 69361
Phone: (308) 632-6725
Fax: (308) 635-7107
Mailjen@mcschaft.com

STRUCTURAL ENGINEER
Klaas Structural Engineering, LLC
10 Capinush Court
Scottsbluff, Nebraska 69361
Phone: (308) 631-3670
Stephen@klaasse.com

ELECTRICAL ENGINEER
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944 11th Avenue
Sidney, Nebraska 69162
Phone: (308) 293-2222
BGFarris@farriseng.com

MECHANICAL ENGINEER
Farris Engineering
944 11th Avenue
Sidney, Nebraska 69162
Phone: (308) 293-2222
BGFarris@farriseng.com

No.	Description	Date

The Shaggy Buffalo LLC

Carwash

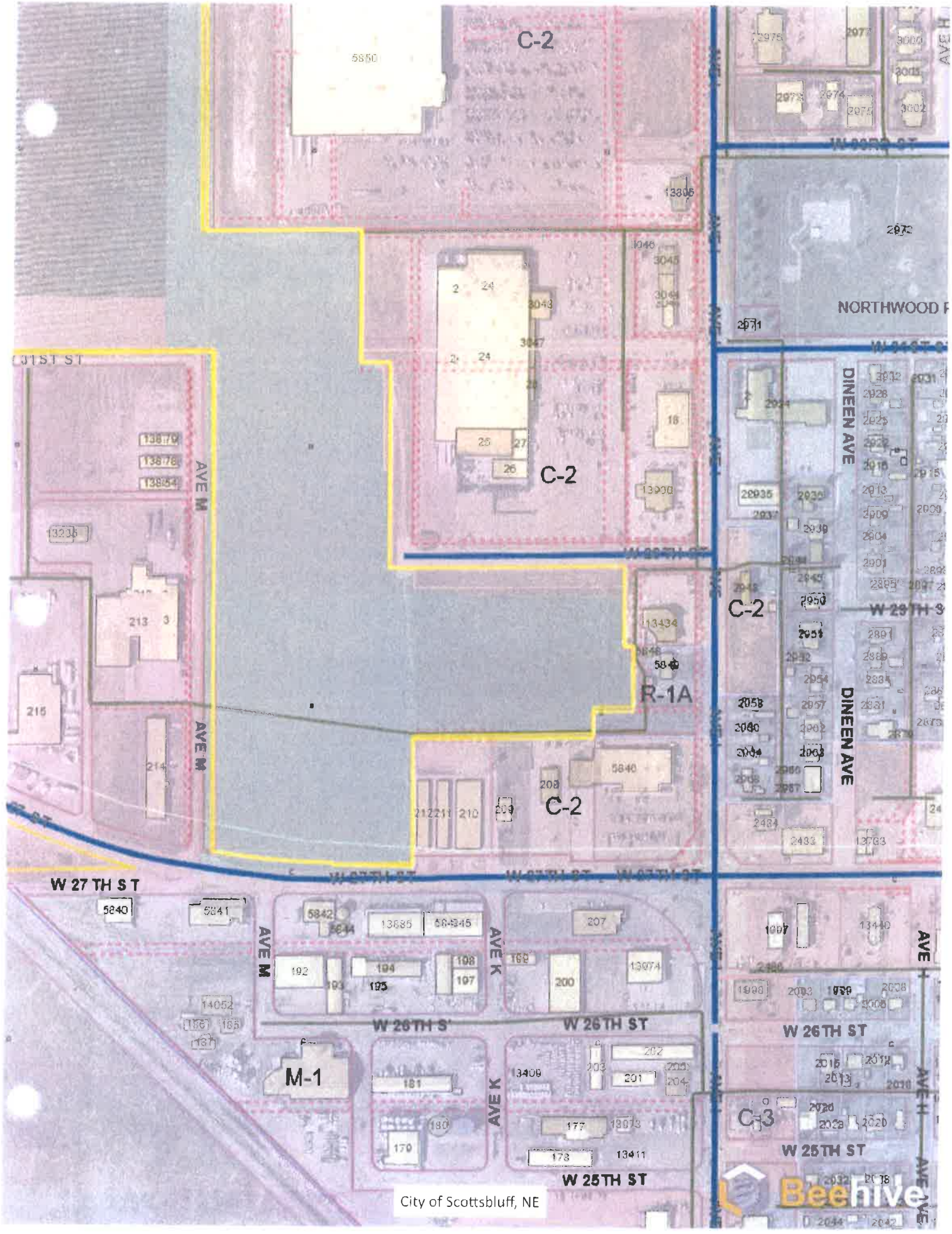
Architectural Site Plan & Details

Project number	20/CM-NC/JOH-1
Date	9/18/2020
Drawn by	MJH
Checked by	Checker

A100

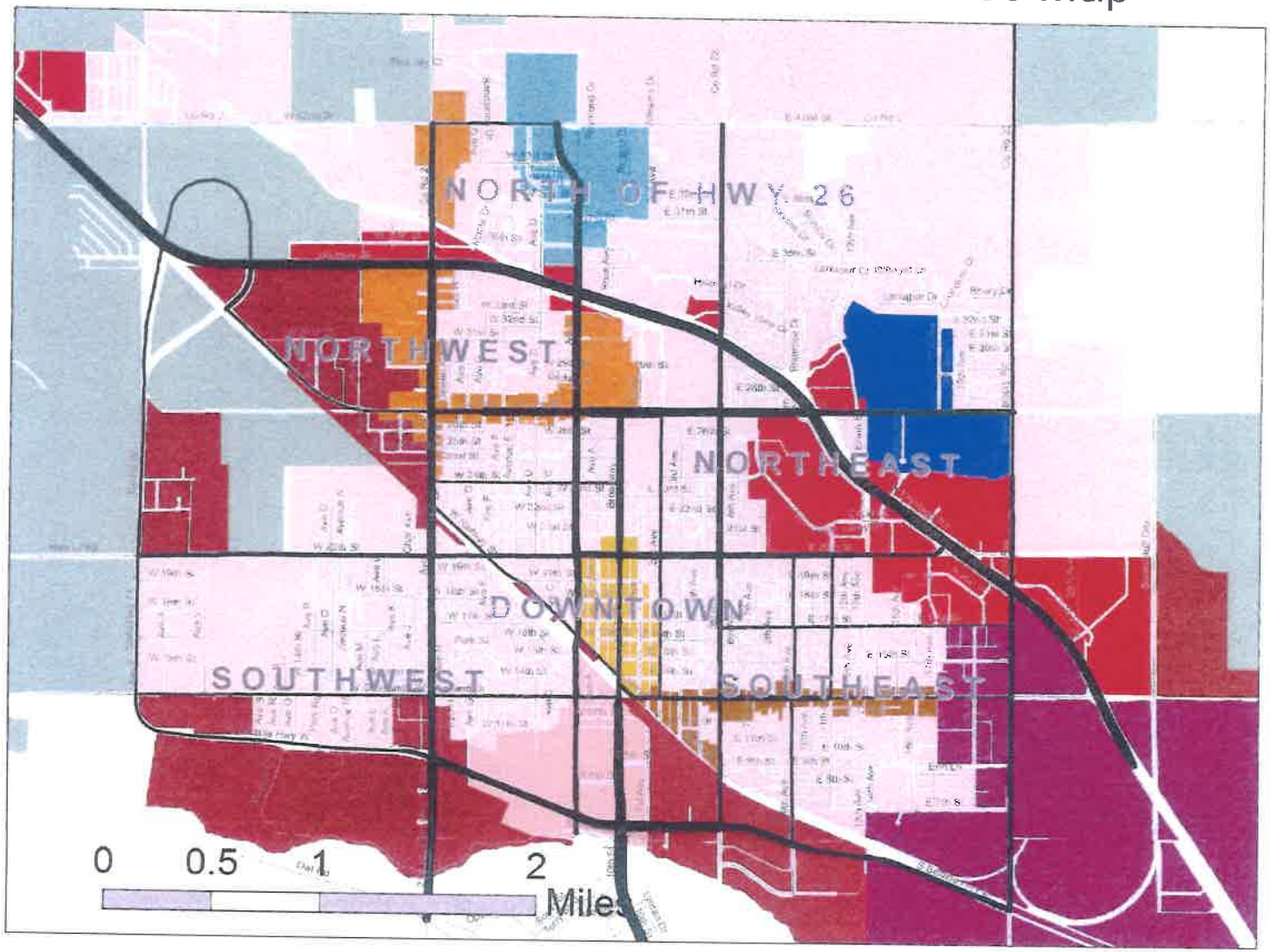
Scale: 1/16" = 1'-0"

YOLO Properties Carwash Redevelopment Plan
Attachment 6
Zoning Map


C-2
C-2
C-2
C-2
R-1A
M-1
C-3
NORTHWOOD P
DINEEN AVE
DINEEN AVE
W 27 TH S T
W 26TH S
W 26TH ST
W 26TH ST
W 25TH ST
W 25TH ST
AVE M
AVE M
AVE K
AVE K
AVE H
AVE H
City of Scottsbluff, NE
Beehive

YOLO Properties Carwash Redevelopment Plan
Attachment 7
Excerpts from Comprehensive Plan

Scottsbluff Future Land Use Map



Summary of Neighborhood Types

Neighborhood	Characteristics
East Overland	**Hours:** Active daytime, limited nighttime activities **Auto:** Human scale transportation oriented. Formalized bicycle and pedestrian accommodations. **Mass:** Dense business corridor built near or to the street, one to two stories, Corners built out to develop 'nodes' of activity **Emissions:** High activity during the day, generally residential daily business traffic, low amounts of noise and smells, and enforced aesthetic and design standards. ***Appropriate zones**: C-1, C-2, R-1a**
Southeast Industrial	**Hours:** Active daytime and nighttime **Auto:** Heavy traffic both personal and commercial motorized vehicles **Mass:** Wide variety of buildings **Emissions:** High amounts of noise and smells tolerated closer to highway 26. Heavy day-time traffic acceptable closer to residential areas west of 21st Avenue. . ***Appropriate zones**: C-3, M-1, M-2*
WNCC Campus and Surrounding Area	**Hours:** Daytime, generally 8-5 working hours. **Auto:** Both motorized and non-motorized traffic should be well facilitated, Motorized vehicle convenience should yield to pedestrian connectivity **Mass:** Variety of building types and heights and setbacks. Moderate to low density with accompanying open space and landscaping. **Emissions:** High activity during the day, generally residential daily business traffic, low amounts of noise and smells, and enforced aesthetic and design standards. ***Appropriate zones**: R-1a, O-P, R-4*
Highway 26 Commercial	**Hours:** Daytime and evening. Nighttime activity acceptable adjacent to highway. **Auto:** Motorized vehicle oriented to facilitate both personal and commercial vehicles. Formalized pedestrian and cycling facilities. **Mass:** Variety of building types and heights and setbacks. Moderate to high density and mixes of uses. **Emissions:** High activity during the day, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-2, PBC, O-P, R-4*
Avenue B and Hospital Campus	**Hours:** Daytime and evening. Nighttime activity acceptable adjacent to highway. **Auto:** Motorized vehicle oriented to facilitate both personal and commercial vehicles. Formalized pedestrian and cycling facilities. **Mass:** Variety of building types and heights and setbacks. Moderate to high density and mixes of uses. **Emissions:** High activity during the day, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-2, PBC, O-P, R-5*
Northwest Commercial	**Hours:** Heavier daytime use, 24 hour retail, fast-food, or traveler activity accepted. **Auto:** Multi-modal accommodations integrated on 27th street and included on Avenue I. **Mass:** Big box with surface parking acceptable when built to design code, shared buildings, built out along key intersections, low height, set-backs to encourage walkability on 27th st. **Emissions:** Traffic heaviest in the day but continuing through the night, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-2*

South Broadway	**Hours:** Heavier daytime use, evening retail. **Auto:** Multi-modal transportation well accommodated. **Mass:** Higher density development, generally low buildings though 2.5-3 stories is acceptable. Broadway setbacks set eventually to be near or on the street. Larger for big box. **Emissions:** Traffic heaviest in the day but continuing through the night, commercial deliveries frequent, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-1, O-P, C-2, R-4, PBC**
Central Business District	**Hours:** Active daytime, evening, and nighttime activities **Auto:** Formalized bicycle and pedestrian accommodations. Pedestrian oriented along Broadway **Mass:** Allowable height up to 70 feet, zero setbacks. Buildings should take up entire lot- green space provided in public facilities. **Emissions:** High activity during the day, evening, and late night. Lights that reflect historical character of district. ***Appropriate zones**: C-1*
Automobile Commercial	**Hours:** Daytime and nighttime activity **Auto:** Motorized traffic oriented with ease of commercial vehicle access **Mass:** Wide variety of building types and sizes **Emissions:** Noises and heavier commercial traffic associated with business ***Appropriate zones**: C-2, C-3, PBC, R-4*
Rural Residential	**Hours:** Generally daytime activity **Auto:** Motorized traffic oriented **Mass:** Some agricultural activity, low traffic intensity, dust from unpaved roads **Emissions:** Noises and heavier commercial traffic associated with business ***Appropriate zones**: R-1b, AR*
Residential	**Hours:** Daytime activity **Auto:** Generally personal motorized traffic only, safe streets for non-motorized transportation **Mass:** Generally small buildings, single family homes predominately with ample setbacks **Emissions:** No offensive smells or noises, low traffic, well maintained properties ***Appropriate zones**: R-1a, Due to higher intensity of traffic and density in R-4 and R-6, these zones may be appropriate in certain areas*

Northwest

Themes:

1. **Growing as a regional leader of commerce and economic opportunity**
   - Home to employment hubs, Housing that supports a thriving workforce, High transportation accessibility
2. **Living into our unique character of a city in the country**
   - Home to retail amenities to serve the surrounding neighborhoods and the region
3. **Promoting the health and happiness of all citizens**
   - Clean, safe neighborhoods, multimodal active transportation options, access to parks
4. **Inclusive Opportunities for participation in civic life**
   - Strong civic groups, available resources, community events

Principles:

5. **Interconnection of Neighborhoods and amenities**
   a. Improve pedestrian and cycling facilities across the highway and throughout the neighborhood. Utilize neighborhood through streets, Railway St., and multi-modal accommodations along 27th St and Ave. B.
   b. Safe and efficient motorized transportation along major arterials, encouraging shared driveways and limited access points.
   c. Safe routes to school with attention to crosswalks on high traffic roads, crossing guards, and drop-off, pick-up traffic flow.
6. **Sustainable development**
   a. Incorporate native species, and natural landscaping into codes commercial development and campus landscape design.
   b. Natural stormwater facilities in uses with high percentage of impervious surfaces.
   c. Direct higher intensity uses towards arterials, with highest intensities at intersections of arterials and collectors.
   d. Build successful nodes at major intersections on 27th street through aesthetics, building design, and encouraging commercial and mixes of uses.
   e. Preserve undeveloped land where city utilities could be extended for long term (10-20 year) development needs.
   f. Encourage new development to be contiguous with existing development with planned linkages between roads and utilities.
   g. Avoid development in floodplain
   h. Restrict uses that may have a negative impact on the City's wellfield.
7. **Access to culture and recreation**
   a. Connect residential areas to parks through walking and biking trail connectivity and attention to pedestrian accommodations along and across heavily trafficked thoroughfares.
   b. Plan for a public access to a park or greenspace in current and new development, striving for no one residence to be more than a quarter mile walking distance from recreation facilities.
   c. Encourage opening school grounds as regular park access.
   d. Create positive, safe gathering places for neighbors and youth in parks and outside of restaurants.
8. **Strong neighborhoods and places, rooted in our unique character**

a. Make programs that encourage up-keep of private property and neighborhoods more accessible and better communicated.
b. Facilitate and support neighborhood involvement in plans, studies, and community events.
c. Continue traditional neighborhood style of homes, streets, and sidewalks in residential areas.
d. Improve aesthetics and landscaping along collectors, arterials, and in front of businesses, utilizing native species and enforcing design standards in Northwest Commercial Corridors.

Northwest Neighborhoods

Northwest Commercial

Appropriate Zones: C-2

- **Hours:** Heavier daytime use, 24 hour retail, fast-food, or traveler activity accepted.
- **Auto:** Multi-modal accommodations integrated on 27th street and included on Avenue I.
- **Mass:** Big box stores, shared buildings, low height but smaller setbacks on 27th Street to encourage walkability.
- **Emissions:** Traffic heaviest in the day but continuing through the night, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards.

*This neighborhood may include mixed use zoning in the future. Until the City adds Mixed Use as a zoning district, either C-2 or R-1a would be appropriate zones for this area.

Community-wide Neighborhoods

Residential

Appropriate Zones: R-1a, *Due to higher intensity of traffic and density in R-4 and R-6, these zones may be appropriate in areas adjacent to commercial zones as transition between higher-intensity commercial zones and lower-intensity residential zones.*

- **Hours:** Daytime activity
- **Auto:** Generally personal motorized traffic only, safe streets for non-motorized transportation
- **Mass:** Generally small buildings, single family homes predominately with ample setbacks
- **Emissions:** No offensive smells or noises, low traffic, well maintained properties

Automobile Commercial

Appropriate Zones: C-2, C-3, PBC, R-4

- **Hours:** Daytime and nighttime activity
- **Auto:** Motorized traffic oriented with ease of commercial vehicle access
- **Mass:** Wide variety of building types and sizes
- **Emissions:** Noises and heavier commercial traffic associated with business

Rural Residential

Appropriate Zones: R-1b, AR

- **Hours: Generally** daytime activity
- **Auto:** Motorized traffic oriented
- **Mass:** Variety of rural residential home styles, very low density
- **Emissions:** Some agricultural activity, low traffic intensity, dust from unpaved roads

YOLO Properties Carwash Redevelopment Plan
Attachment 8
Proposed Cost-Benefit Analysis

COMMUNITY REDEVELOPMENT AUTHORITY, CITY OF SCOTTSBLUFF, NEBRASKA
YOLO Properties Carwash Project
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

A. ***Project Sources/Use of Funds:*** An estimated $485,160.00 of TIF Revenues are available for this Project. This public investment will leverage approximately $2,948,090.00 in private sector investment; a private investment of approximately $6.07 for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A "TIF Adjustment" is made to show the TIF eligible expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds (eligible)	Private Funds	Totals
Land Acquisition	$ 400,000.00		
Site Preparation	$ 76,000.00		
Sidewalk/Drive Access	$ 7,100.00		
Building		$ 1,592,900.00	
Architecuture		$ 50,733.00	
Site Engineering	$ 19,267.00		
Equipment		$ 1,200,000.00	
Contingencies		$ 76,000.00	
Plan Preparation/Legal	$ 10,250.00	$ 1,000.00	
Subtotals	$ 512,617.00	$ 2,920,633.00	
TIF Adjustment	$ (27,457.00)	$ 27,457.00	
Totals	$ 485,160.00	$ 2,948,090.00	$ 3,433,250.00

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

Taxes from base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The estimated current value of the Project Site is $2,600.00. Taxes from the current value of the Project Site are approximately $57.00 per year. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues from this Project will not be available to local taxing jurisdictions for up to 15 years after the effective date of the division of taxes. During those times, the tax increment revenues from the Project Site will be used to reimburse the Redeveloper for the eligible development costs (with interest) necessary for the Project. The estimated average annual tax increment revenues are calculated as follows:

a.	Estimated Base Value:	$ 2,600.00
b.	Estimated Project Completion Value:	$1,500,000.00
c.	Tax Increment (b minus a):	$1,497,400.00
d.	Estimated Levy:	2.16%
e.	Annual Projected Shift (rounded):	$ 32,344.00
f.	Total TIF Available (e multiplied by 15)	$ 485,160.00

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

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

A sewer line will need to be extended through the adjacent property along 29th Street for approximately 40 feet. There are no additional local tax impacts for this sewer extension.

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

The carwash will provide employment for approximately 4 FTE employees.

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

None anticipated.

F. Impacts on Student Populations of School Districts within the City.

None anticipated.

G. Other Impacts.

Local contractor will perform the work.
Increase in personal property taxes due to $1,200,000 of equipment.

City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item YOLO2

Conduct Cost-Benefit Analysis of Redevelopment Plan.

Staff Contact: Starr Lehl

COMMUNITY REDEVELOPMENT AUTHORITY, CITY OF SCOTTSBLUFF, NEBRASKA
YOLO Properties Carwash Project
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

A. Project Sources/Use of Funds: An estimated $485,160.00 of TIF Revenues are available for this Project. This public investment will leverage approximately $2,948,090.00 in private sector investment; a private investment of approximately $6.07 for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A "TIF Adjustment" is made to show the TIF eligible expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds (eligible)	Private Funds	Totals
Land Acquisition	$ 400,000.00		
Site Preparation	$ 76,000.00		
Sidewalk/Drive Access	$ 7,100.00		
Building		$ 1,592,900.00	
Architecuture		$ 50,733.00	
Site Engineering	$ 19,267.00		
Equipment		$ 1,200,000.00	
Contingencies		$ 76,000.00	
Plan Preparation/Legal	$ 10,250.00	$ 1,000.00	
Subtotals	$ 512,617.00	$ 2,920,633.00	
TIF Adjustment	$ (27,457.00)	$ 27,457.00	
Totals	$ 485,160.00	$ 2,948,090.00	$ 3,433,250.00

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

Taxes from base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The estimated current value of the Project Site is $2,600.00. Taxes from the current value of the Project Site are approximately $57.00 per year. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues from this Project will not be available to local taxing jurisdictions for up to 15 years after the effective date of the division of taxes. During those times, the tax increment revenues from the Project Site will be used to reimburse the Redeveloper for the eligible development costs (with interest) necessary for the Project. The estimated average annual tax increment revenues are calculated as follows:

a.	Estimated Base Value:	$ 2,600.00
b.	Estimated Project Completion Value:	$1,500,000.00
c.	Tax Increment (b minus a):	$1,497,400.00
d.	Estimated Levy:	2.16%
e.	Annual Projected Shift (rounded):	$ 32,344.00
f.	Total TIF Available (e multiplied by 15)	$ 485,160.00

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

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

A sewer line will need to be extended through the adjacent property along 29th Street for approximately 40 feet. There are no additional local tax impacts for this sewer extension.

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

The carwash will provide employment for approximately 4 FTE employees.

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

None anticipated.

F. Impacts on Student Populations of School Districts within the City.

None anticipated.

G. Other Impacts.

Local contractor will perform the work.
Increase in personal property taxes due to $1,200,000 of equipment.

Adopted by the Scottsbluff Community Redevelopment Authority on November ___, 2020

_____
Chair

City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item YOLO3

Review and Approve Resolution to:

Approve Redevelopment Plan;

Confirm Cost-Benefit Analysis; and

Forward and recommend approval of Redevelopment Plan to City Council.

Staff Contact: Starr Lehl

RESOLUTION NO. ___

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

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan for the *YOLO Properties Carwash* project by YOLO Properties LLC (the "Redevelopment Plan") has been submitted to the Scottsbluff Community Redevelopment Authority ("CRA"). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission. The Planning Commission did not make a recommendation to the CRA and City Council.

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

Resolved:

1. The proposed land uses and building requirements in the Redevelopment Plan are designed with the general purposes of accomplishing, in conformance with the general plan of the City, 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, the provision of adequate water, sewerage, and other public utilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

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

3. The CRA states: (a) the Redeveloper proposes to acquire the Project Site in a private acquisition for $400,000.00; (b) the estimated cost of preparing the project area for redevelopment is $76,000,00; (c) the Redevelopment Plan does not propose that either the CRA or City will acquire the project area and neither the CRA nor City will receive proceeds or revenue from disposal of the project area to the Redeveloper; (d) the proposed methods of financing of the project are (i) tax increment financing for eligible costs and (ii) private investment and financing for the remainder of the project costs; and (e) no families or businesses will be displaced as a result of the project.

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

5. This Resolution shall be forwarded to the City Council for its consideration when reviewing the Redevelopment Plan.

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

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

PASSED AND APPROVED on November ___, 2020

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF

ATTEST:

_____
Chair

_____
Secretary

City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item YOLO4

Review Redevelopment Contract.

Staff Contact: Starr Lehl

REDEVELOPMENT CONTRACT

THIS REDEVELOPMENT CONTRACT is entered into on _____ by and between the Community Redevelopment Authority of the City of Scottsbluff, Nebraska (the "Authority") and YOLO Properties LLC, a Nebraska Limited Liability Company ("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. 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 as contemplated to be used under the Plan.

i. “TIF Revenues” shall mean that portion of the ad valorem real estate taxes generated by the Project on the Site and allocated to the Authority 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 limited liability company 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, 2022 and the taxable base value is anticipated to be January 1, 2021. Provided, however, if there is no substantial increase in valuation between the 2021 and 2022 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, 2023 and the taxable base value shall be January 1, 2022. 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 documents as required by the Authority showing who has authority to sign the Contract and related documents on behalf of the Redeveloper.

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 or before 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 Officer 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 it 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: YOLO Properties LLC
100491 Engleman Lane
Mitchell, NE 69357

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 ____ day of _____, 2020.

CITY OF SCOTTSBLUFF, NEBRASKA COMMUNITY REDEVELOPMENT AUTHORITY

_____
William Trumbull, Chair

ATTEST:

_____
Secretary

YOLO Properties LLC

By_____
John R. Hoehne, Sole Member

STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF) ss.

The foregoing Redevelopment Contract was acknowledged before me this ____ day of _____, 2020 by William Trumbull, Chair on behalf of the City of Scottsbluff, Nebraska Community Redevelopment Authority, after being duly authorized.

_____
Notary Public

STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF) ss.

The foregoing Redevelopment Contract was acknowledged before me this ____ day of _____, 2020 by John R. Hoehne, Sole Member on behalf of YOLO Properties LLC, a Nebraska Limited Liability Company.

_____
Notary Public

Schedule A

The Site

A approximately one acre parcel lying directly south of W. 29th Street and directly west of the property located at 2822 Avenue I in Scottsbluff, Nebraska. This Redevelopment Contract shall be supplemented and automatically amended once a legal description is obtained for the Site.

Schedule B

Estimated Project Costs

Description	Estimated Costs
Land Acquisition	$ 400,000.00
Site Preparation	$ 76,000.00
Sidewalk/Drive Access	$ 7,100.00
Site Engineering	$ 19,267.00
Plan Preparation/Legal	$ 10,250.00
Total	$ 512,617.00

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, 2036 (or December 31, 2037 depending on the effective date as set forth in Section 4).
4.	Payments:	Semi-Annually on July 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

Fee

1. Application Fee: $ 250.00
2. Processing Fee: $5,000.00
3. Administrative Fee $5,000.00

City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item YOLO5

Review and Approve Resolution to:

Approve Redevelopment Contract with YOLO Properties LLC, conditional upon the City Council's approval of the Redevelopment Plan; and

Authorize issuance of Tax Increment Financing Note (YOLO Properties Carwash), conditional upon the City Council's approval of the Redevelopment Plan and subject to the terms of the Redevelopment Contract.

Staff Contact: Starr Lehl

RESOLUTION NO. CRA_____

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

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.,* a redevelopment plan for the *YOLO Properties Carwash* project by YOLO Properties LLC (the "Redevelopment Plan") has been submitted to the Scottsbluff Community Redevelopment Authority ("Authority"). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Authority has approved and adopted the Redevelopment Plan.

c. The City Council is scheduled to hold a public hearing regarding and review and analyze the Redevelopment Plan, and consider the Redevelopment Plan for approval at its regular meeting scheduled for November 16, 2020.

d. The Authority and YOLO Properties LLC (the "Redeveloper") desire to enter into a Redevelopment Contract (the "Contract") under which the Authority will provide a grant and tax increment financing to the Redeveloper to assist with the implementation of the Redevelopment Plan. Capitalized terms not otherwise defined in this Resolution shall have the same meaning as provided for in the Contract.

Resolved:

1. The Contract between the Authority and Redeveloper is approved, contingent on the City Council's approval of the Redevelopment Plan. Once this contingency has been met, the Chair and Secretary of the Authority are authorized to sign the Contract on behalf of the Authority without any further approval other than this Resolution. The Chair may make changes and amendments to the Contract and take all actions and execute all documents which the Chair deems in the best interest of the Authority in connection with the Redevelopment Plan. This Resolution shall be construed consistently with the Contract. Once the Contract has been entered into by the parties, the following resolutions shall automatically become effective, without any further action of the Authority.

2. A tax increment financing note shall be ordered issued by the Authority and shall be designated as "Tax Increment Financing Note (YOLO Properties Carwash)" (the "Note").

3. Under the provisions of NEB. REV. STAT. § 18-2147 and the terms of the Contract, the effective date is confirmed as stated in Section 4 of the Contract, after which ad valorem taxes on real property located within the Site may be apportioned under section 18-2147. The taxes shall be divided as follows:

a. 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

b. 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 so 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.

4. Under the terms of the Contract, 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 provision of the Contract for dividing ad valorem real estate taxes according to the requirements of NEB. REV. STAT. § 18-2147(4).

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 City Manager or the City Manager's designee shall have authority to review and approve Disbursement Requests on behalf of the Authority and carry out all other administrative duties and decisions of the Authority relating to the Note and the Contract.

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

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

a. The Note shall be issued in fully registered form. The name and address of the registered owner of the Note (including notation of any pledgee as may be requested by the Redeveloper) shall at all times be part of the records of the Authority at City Hall in Scottsbluff, Nebraska.

b. The Note shall be dated the date the Note is initially issued and delivered ("Date of Original Issue"), shall mature, subject to right of prior redemption, not later than December 31, 2036 (or later date as set forth in the Contract), and shall bear interest in the amount of 4.25% per year or as otherwise determined by the Agent and Redeveloper. The Agent is authorized to determine: (i) the Date of Original Issue, (ii) the principal amount of the Note, (iii) the maturity date of the Note, and (iv) any other term of the Note, but all subject to the terms of the Contract and this Resolution.

c. The Note shall be issued to such owner as agreed between the Redeveloper and the Authority. Upon execution of the Note and compliance with all other provisions of this Resolution and the Contract, the Note shall be registered by the Agent in the name of the owner and shall be delivered in consideration of payment of the principal amount thereof to the City's Treasurer in current bankable funds or as otherwise set forth in the Contract. From such purchase price, the Authority shall make a grant to the Redeveloper according to the terms of the Contract.

d. The initial purchaser (and any pledgee) shall be required to deliver an investment representation letter to the Agent in a form satisfactory to the Authority, as advised by the Authority's attorney. No Note shall be delivered to any owner unless the Authority has received from the owner such documents as may be required by the Authority to demonstrate compliance with all applicable laws and the Contract.

e. The records maintained by the Agent as to principal amount advanced and principal amounts paid on the Note shall be the official records of the cumulative outstanding principal amount of the Note for all purposes. The Agent shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Agent.

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

9. The Chair, City Manager, and their designees are authorized to take any and all actions, and to execute any and all documents deemed by them necessary to affect the transactions contemplated in the Contract and authorized by this Resolution.

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 _____

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF

_____
Chair

ATTEST:

_____
Secretary

EXHIBIT A
(FORM OF NOTE)

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

THIS NOTE MAY BE TRANSFERRED OR ASSIGNED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE AUTHORITY. THE AUTHORITY's TREASURER IS PROHIBITED FROM REGISTERING THE OWNERSHIP OR TRANSFER OF OWNERSHIP OF THIS NOTE TO ANY PERSON WITHOUT RECEIPT OF AN EXECUTED INVESTOR LETTER AS REQUIRED UNDER THE TERMS OF SAID RESOLUTION.

TAX INCREMENT FINANCING NOTE (YOLO Properties Carwash)
ISSUED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA

Date of Original Issue	Date of Maturity	Rate of Interest
	December 31, 203_	**_____ per annum**

REGISTERED OWNER: _____
PRINCIPAL AMOUNT: SEE SCHEDULE 1

FOR VALUE RECEIVED, the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA** (the **"Authority"**) promises to pay to the Registered Owner named above, but solely from tax increment revenues specified herein, the Principal Amount identified on Schedule 1, together with interest on the unpaid principal balance at the rate set forth above, calculated as simple interest and without compounding, on or before the maturity date set forth above.

All payments of principal and interest prior to maturity shall be made by the Agent by mailing a check to the Registered Owner or its approved pledgee, as shown in the records of the Authority at the time of the payment. All amounts due at maturity or other final payment shall be paid to the Registered Owner or its approved pledgee upon the presentation of this Note to the Agent at City Hall in Scottsbluff, Nebraska.

To the extent funds securing this Note are available to and received by the Authority, the accrued interest shall be payable semiannually on July 15 and December 15 of each year, commencing July 15, 202_. If the date for any payment is a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Scottsbluff Nebraska are closed, then the date for such payment shall be the next day. The Authority may prepay the outstanding principal and/or interest, in whole or in part, at any time without the prior consent of the Registered Owner or its pledgees. Payments made shall first be applied to accrued interest and then to principal.

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

This Note is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153 of the Nebraska Revised Statues, as amended, and under Resolution No. _____ duly passed and adopted by the Authority on _____ 2020, as from time to time amended and supplemented (the **"Resolution"**). The Resolution incorporates by reference the terms of the Redevelopment Contract between the Authority and YOLO Properties LLC dated _____ (the "**Contract**"). This Note has been authorized and issued by the Authority to aid in financing a redevelopment project as defined in the Nebraska Community Development Law.

This Note is a special limited obligation of the Authority payable solely from and is secured solely by the TIF Revenues (as defined in the Contract) on the terms and conditions in the Resolution and Contract. The TIF Revenues represents that portion of ad valorem real estate taxes levied by public bodies of the State of Nebraska, including the City, on real property on the Site (as defined in the Contract) which is in excess of that portion of such ad valorem real estate taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Site as of a certain date as set forth in the Contract and as has been or will be certified by the County Assessor of Scotts Bluff County, Nebraska to the City in accordance with law.

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

This Note is transferable by the Registered Owner in person or by its attorney or legal representative duly authorized in writing at City Hall in Scottsbluff, Nebraska, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and Contract, and upon surrender of this Note.

IN WITNESS WHEREOF, **THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF NEBRASKA** has caused this Note to be signed by the Chair of the Scottsbluff, Nebraska, Community Redevelopment Authority, countersigned by the Secretary of the Community Redevelopment Authority, and with the City's corporate seal imprinted hereon.

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA

[S E A L]

By: (manual signature)
Chair

By: (manual signature)
Secretary

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SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT
TAX INCREMENT FINANCING NOTE (YOLO Properties Carwash)
COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF SCOTTSBLUFF, NEBRASKA

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

PROVISION FOR REGISTRATION

Date of Registration	Name of Registered Owner	Signature of Agent

City of Scottsbluff, Nebraska

Thursday, November 12, 2020

Regular Meeting

Item 1

Review LB 1021 and make recommendation to City Council re Expedited Reviews of eligible Redevelopment Projects.

Staff Contact: Starr Lehl

2020 Nebraska Laws L.B. 1021

NEBRASKA 2020 SESSION LAW SERVICE

SECOND REGULAR SESSION OF THE 106TH LEGISLATURE

Additions are indicated by **Text**; deletions by
~~Text~~ .
Vetoes are indicated by ~~Text~~ ;
stricken material by ~~**Text**~~ .

L.B. 1021

Approved by the Governor August 17, 2020

A BILL FOR AN ACT relating to cities and villages; to amend sections 18–2108, 18–2110, 18–2111, 18–2112, 18–2114, 18–2117, and 77–1704.01, Reissue Revised Statutes of Nebraska, sections 18–2109, 18–2113, 18–2115, 18–2116, 18–2117.01, 18–2117.02, and 18–2147, Revised Statutes Cumulative Supplement, 2018, and section 18–2101, Revised Statutes Supplement, 2019; to provide for an expedited review of certain redevelopment plans under the Community Development Law; to exempt such redevelopment plans from certain requirements; to harmonize provisions; and to repeal the original sections.

Be it enacted by the people of the State of Nebraska,

Section 1. Section 18–2101, Revised Statutes Supplement, 2019, is amended to read:

<< NE ST § 18–2101 >>

18–2101.

Sections 18–2101 to 18–2154 **and section 11 of this act** shall be known and may be cited as the Community Development Law.

Sec. 2. Section 18–2108, Reissue Revised Statutes of Nebraska, is amended to read:

<< NE ST § 18–2108 >>

18–2108.

An authority shall not acquire real property for a redevelopment project unless the governing body of the city in which the redevelopment project area is located has approved the redevelopment plan, as prescribed in section 18–2116 **or section 11 of this act**.

Sec. 3. Section 18–2109, Revised Statutes Cumulative Supplement, 2018, is amended to read:

<< NE ST § 18–2109 >>

18–2109.

(1) **A** ~~An authority shall not prepare a~~ redevelopment plan for a redevelopment project area **shall not be prepared** unless the governing body of the city in which such area is located has, by resolution adopted after

the public hearings required under this section, declared such area to be a substandard and blighted area in need of redevelopment.

(2) Prior to making such declaration, the governing body of the city shall conduct or cause to be conducted a study or an analysis on whether the area is substandard and blighted and shall submit the question of whether such area is substandard and blighted to the planning commission or board of the city for its review and recommendation. The planning commission or board shall hold a public hearing on the question after giving notice of the hearing as provided in section 18–2115.01. Such notice shall include a map of sufficient size to show the area to be declared substandard and blighted or information on where to find such map and shall provide information on where to find copies of the substandard and blighted study or analysis conducted pursuant to this subsection. The planning commission or board shall submit its written recommendations to the governing body of the city within thirty days after the public hearing.

(3) Upon receipt of the recommendations of the planning commission or board, or if no recommendations are received within thirty days after the public hearing required under subsection (2) of this section, the governing body shall hold a public hearing on the question of whether the area is substandard and blighted after giving notice of the hearing as provided in section 18–2115.01. Such notice shall include a map of sufficient size to show the area to be declared substandard and blighted or information on where to find such map and shall provide information on where to find copies of the substandard and blighted study or analysis conducted pursuant to subsection (2) of this section. At the public hearing, all interested parties shall be afforded a reasonable opportunity to express their views respecting the proposed declaration. After such hearing, the governing body of the city may make its declaration.

(4) Copies of each substandard and blighted study or analysis conducted pursuant to subsection (2) of this section shall be posted on the city's public web site or made available for public inspection at a location designated by the city.

Sec. 4. Section 18–2110, Reissue Revised Statutes of Nebraska, is amended to read:

<< NE ST § 18–2110 >>

18–2110.

A ~~An authority shall not recommend a~~ redevelopment plan **shall not be submitted or recommended** to the governing body of the city in which the redevelopment project area is located until a general plan for the development of the city has been prepared.

Sec. 5. Section 18–2111, Reissue Revised Statutes of Nebraska, is amended to read:

<< NE ST § 18–2111 >>

18–2111.

(1) The authority may itself prepare or cause to be prepared a redevelopment plan or any person or agency, public or private, may submit such a plan to an authority. A redevelopment plan shall be sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project area, and shall include without being limited to: **(a)** ~~(1)~~ The boundaries of the redevelopment project area, with a map showing the existing uses and condition of the real property therein; **(b)** ~~(2)~~ a land-use plan showing proposed uses of the area; **(c)** ~~(3)~~ information showing the standards of population densities, land coverage, and building intensities in the area after redevelopment; **(d)**

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~~(4)~~ a statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances; **(e)** ~~(5)~~ a site plan of the area; and **(f)** ~~(6)~~ a statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment. Any redevelopment plan may include a proposal for the designation of an enhanced employment area.

(2) This section shall not apply to a redevelopment plan that receives an expedited review under section 11 of this act.

Sec. 6. Section 18–2112, Reissue Revised Statutes of Nebraska, is amended to read:

<< NE ST § 18–2112 >>

18–2112.

(1) Prior to recommending a redevelopment plan to the governing body for approval, an authority shall submit such plan to the planning commission or board of the city in which the redevelopment project area is located for review and recommendations as to its conformity with the general plan for the development of the city as a whole. The planning commission or board shall submit its written recommendations with respect to the proposed redevelopment plan to the authority within thirty days after receipt of the plan for review. Upon receipt of the recommendations of the planning commission or board or, if no recommendations are received within such thirty days, then without such recommendations, an authority may recommend the redevelopment plan to the governing body of the city for approval.

(2) This section shall not apply to a redevelopment plan that receives an expedited review under section 11 of this act.

Sec. 7. Section 18–2113, Revised Statutes Cumulative Supplement, 2018, is amended to read:

<< NE ST § 18–2113 >>

18–2113.

(1) Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general 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 promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, 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 insanitary or unsafe dwelling accommodations or conditions of blight.

(2) The authority shall conduct a cost-benefit analysis for each redevelopment project whose redevelopment plan includes the division of taxes as provided in section 18–2147. In conducting the cost-benefit analysis, the authority shall use a cost-benefit model developed for use by local projects. Any cost-benefit model used by the authority shall consider and analyze the following factors:

(a) Tax shifts resulting from the division of taxes as provided in section 18–2147;

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(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project;

(e) Impacts on the student populations of school districts within the city or village; and

(f) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

(3) Copies of each cost-benefit analysis conducted pursuant to subsection (2) of this section shall be posted on the city's public web site or made available for public inspection at a location designated by the city.

(4) This section shall not apply to a redevelopment plan that receives an expedited review under section 11 of this act.

Sec. 8. Section 18–2114, Reissue Revised Statutes of Nebraska, is amended to read:

<< NE ST § 18–2114 >>

18–2114.

(1) The recommendation of a redevelopment plan by an authority to the governing body shall be accompanied by the recommendations, if any, of the planning commission or board concerning the redevelopment plan; a statement of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenue from its disposal to redevelopers; a statement of the proposed method of financing the redevelopment project; and a statement of a feasible method proposed for the relocation of families to be displaced from the redevelopment project area.

(2) This section shall not apply to a redevelopment plan that receives an expedited review under section 11 of this act.

Sec. 9. Section 18–2115, Revised Statutes Cumulative Supplement, 2018, is amended to read:

<< NE ST § 18–2115 >>

18–2115.

(1) The planning commission or board of the city shall hold a public hearing on any redevelopment plan or substantial modification thereof after giving notice of the hearing as provided in section 18–2115.01. Such notice shall specifically identify the area to be redeveloped under the plan, shall include a map of sufficient size to show the area to be redeveloped or information on where to find such map, and shall provide information on where to find copies of any cost-benefit analysis conducted pursuant to section 18–2113.

(2) After the hearing required under subsection (1) of this section, the governing body of the city shall hold a public hearing on any redevelopment plan or substantial modification thereof after giving notice of the hearing as provided in section 18–2115.01. Such notice shall specifically identify the area to be redeveloped under the plan,

shall include a map of sufficient size to show the area to be redeveloped or information on where to find such map, and shall provide information on where to find copies of any cost-benefit analysis conducted pursuant to section 18–2113. At the public hearing, all interested parties shall be afforded a reasonable opportunity to express their views respecting the proposed redevelopment plan.

(3) This section shall not apply to a redevelopment plan that receives an expedited review under section 11 of this act.

Sec. 10. Section 18–2116, Revised Statutes Cumulative Supplement, 2018, is amended to read:

<< NE ST § 18–2116 >>

18–2116.

(1) Following the public hearings required under section 18–2115, the governing body may approve a redevelopment plan if (a) it finds and documents in writing that the plan is feasible and in conformity with the general plan for the development of the city as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law and (b) it finds and documents in writing that, if the plan uses funds authorized in section 18–2147, (i) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (ii) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (iii) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services**,** have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by the redevelopment project.

(2) In connection with the approval of any redevelopment plan which includes the designation of an enhanced employment area, the governing body may approve the redevelopment plan if it determines that any new investment within such enhanced employment area will result in at least (a) two new employees and new investment of one hundred twenty-five thousand dollars in counties with fewer than fifteen thousand inhabitants, (b) five new employees and new investment of two hundred fifty thousand dollars in counties with at least fifteen thousand inhabitants but fewer than twenty-five thousand inhabitants, (c) ten new employees and new investment of five hundred thousand dollars in counties with at least twenty-five thousand inhabitants but fewer than fifty thousand inhabitants, (d) fifteen new employees and new investment of one million dollars in counties with at least fifty thousand inhabitants but fewer than one hundred thousand inhabitants, (e) twenty new employees and new investment of one million five hundred thousand dollars in counties with at least one hundred thousand inhabitants but fewer than two hundred thousand inhabitants, (f) twenty-five new employees and new investment of two million dollars in counties with at least two hundred thousand inhabitants but fewer than four hundred thousand inhabitants, or (g) thirty new employees and new investment of three million dollars in counties with at least four hundred thousand inhabitants. Any business that has one hundred thirty-five thousand square feet or more and annual gross sales of ten million dollars or more shall provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months. In making such determination, the governing body may rely upon written undertakings provided by any redeveloper in connection with application for approval of the redevelopment plan.

(3) This section shall not apply to a redevelopment plan that receives an expedited review under section 11 of this act.

<< NE ST § >>

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Sec. 11. **(1) The governing body of a city may elect by resolution to allow expedited reviews of redevelopment plans that meet the requirements of subsection (2) of this section. A redevelopment plan that receives an expedited review pursuant to this section shall be exempt from the requirements of sections 18–2111 to 18–2115 and 18–2116.**

(2) A redevelopment plan is eligible for expedited review under this section if:

(a) The redevelopment plan includes only one redevelopment project;

(b) The redevelopment project involves the repair, rehabilitation, or replacement of an existing structure located within a substandard and blighted area;

(c) The redevelopment project is located in a county with a population of less than one hundred thousand inhabitants;

(d) The existing structure is at least sixty years old; and

(e) The assessed value of the property within the redevelopment project area when the project is complete is estimated to be no more than:

(i) Two hundred fifty thousand dollars for a redevelopment project involving a single-family residential structure;

(ii) One million dollars for a redevelopment project involving a multi-family residential structure or commercial structure; or

(iii) Ten million dollars for a redevelopment project involving the revitalization of a structure included in the National Register of Historic Places.

(3) The expedited review shall consist of the following steps:

(a) A redeveloper shall prepare the redevelopment plan using a standard form developed by the Department of Economic Development. The form shall include (i) the existing uses and condition of the property within the redevelopment project area, (ii) the proposed uses of the property within the redevelopment project area, (iii) the current age of the existing structure, (iv) the current assessed value of the property within the redevelopment project area, (v) 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, and (vi) an indication of whether the redevelopment project will be financed in whole or in part through the division of taxes as provided in section 18–2147;

(b) The redeveloper shall submit the redevelopment plan directly to the governing body along with any building permit or other permits necessary to complete the redevelopment project and an application fee in an amount set by the governing body, not to exceed fifty dollars. Such application fee shall be separate from any fees for building permits or other permits needed for the project; and

(c) If the governing body has elected to allow expedited reviews of redevelopment plans under subsection (1) of this section and the submitted redevelopment plan meets the requirements of subsection (2) of this section, the governing body shall approve the redevelopment plan within thirty days after submission of the plan.

(4) Each city may select the appropriate employee or department to conduct expedited reviews pursuant to this section.

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(5) For any approved redevelopment project that is financed in whole or in part through the division of taxes as provided in section 18–2147:

(a) The authority shall incur indebtedness in the form of a promissory note issued to the owner of record of the property on which the structure identified in the redevelopment plan is located. The total amount of indebtedness shall not exceed the amount estimated to be generated over a ten-year period from the portion of taxes mentioned in subdivision (1)(b) of section 18–2147. The terms of such promissory note shall clearly state that such indebtedness does not create a general obligation on behalf of the authority or the city in the event that the amount generated over a ten-year period from the portion of taxes mentioned in subdivision (1)(b) of section 18–2147 does not equal the costs of the agreed-upon work to repair, rehabilitate, or replace the structure as provided in the redevelopment plan;

(b) Upon completion of the agreed-upon work to repair, rehabilitate, or replace the structure as provided in the redevelopment plan, the redeveloper shall notify the county assessor of such completion; and

(c) The county assessor shall then determine:

(i) Whether the redevelopment project is complete. Redevelopment projects must be completed within two years after the redevelopment plan is approved under this section; and

(ii) The assessed value of the property within the redevelopment project area.

(6) After the county assessor makes the determinations required under subdivision (5)(c) of this section, the county assessor shall use a standard certification form developed by the Department of Revenue to certify to the authority:

(a) That improvements have been made and completed;

(b) That a valuation increase has occurred;

(c) The amount of the valuation increase; and

(d) That the valuation increase was due to the improvements made.

(7) Once the county assessor has made the certification required under subsection (6) of this section, the authority may begin to use the portion of taxes mentioned in subdivision (1)(b) of section 18–2147 to pay the indebtedness incurred by the authority under subdivision (5)(a) of this section. The payments shall be remitted to the owner of record of the property on which the structure identified in the redevelopment plan is located.

(8) A single fund may be used for all redevelopment projects that receive an expedited review pursuant to this section. It shall not be necessary to create a separate fund for any such project, including a project financed in whole or in part through the division of taxes as provided in section 18–2147.

Sec. 12. Section 18–2117, Reissue Revised Statutes of Nebraska, is amended to read:

<< NE ST § 18–2117 >>

18–2117.

A redevelopment plan which has not been approved by the governing body when **submitted by a redeveloper under section 11 of this act or when** recommended by the authority may again be **submitted or** recommended

to **the governing body** ~~it~~ with any modifications deemed advisable. A redevelopment plan may be modified at any time by the authority**, except** ~~; Provided,~~ that if modified after the lease or sale of real property in the redevelopment project area, the modification must be consented to by the redeveloper or redevelopers of such real property or his **or her** successor, or their successors, in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the governing body the modification must similarly be approved by the governing body.

Sec. 13. Section 18–2117.01, Revised Statutes Cumulative Supplement, 2018, is amended to read:

<< NE ST § 18–2117.01 >>

18–2117.01.

(1)(a) ~~(1)~~ On or before December 1 each year, each city which has approved one or more redevelopment plans which are financed in whole or in part through the division of taxes as provided in section 18–2147 shall provide a report to the Property Tax Administrator on each such redevelopment plan which includes the following information:

(i) ~~(a)~~ A copy of the redevelopment plan and any amendments thereto, including the date upon which the redevelopment plan was approved, the effective date for dividing the ad valorem tax as provided to the county assessor pursuant to subsection **(5)** ~~(4)~~ of section 18–2147, and the location and boundaries of the property in the redevelopment project; and

(ii) ~~(b)~~ A short narrative description of the type of development undertaken by the city or village with the financing and the type of business or commercial activity locating within the redevelopment project area as a result of the redevelopment project.

(b) If a city has approved one or more redevelopment plans using an expedited review under section 11 of this act, the city may file a single report under this subsection for all such redevelopment plans.

(2) The report required under subsection (1) of this section must be filed each year, regardless of whether the information in the report has changed, except that a city is not required to refile a copy of the redevelopment plan or an amendment thereto if such copy or amendment has previously been filed.

(3) The Property Tax Administrator shall compile a report for each active redevelopment project, based upon information provided by the cities pursuant to subsection (1) of this section and information reported by the county assessor or county clerk on the certificate of taxes levied pursuant to section 77–1613.01. Each report shall be electronically transmitted to the Clerk of the Legislature not later than March 1 each year. The report may include any recommendations of the Property Tax Administrator as to what other information should be included in the report from the cities so as to facilitate analysis of the uses, purposes, and effectiveness of tax-increment financing and the process for its implementation or to streamline the reporting process provided for in this section to eliminate unnecessary paperwork.

Sec. 14. Section 18–2117.02, Revised Statutes Cumulative Supplement, 2018, is amended to read:

<< NE ST § 18–2117.02 >>

18–2117.02.

On or before May 1 of each year, each authority, or such other division or department of the city as designated by the governing body, shall compile information regarding the approval and progress of redevelopment projects

that are financed in whole or in part through the division of taxes as provided in section 18–2147 and report such information to the governing body of the city and to the governing body of each county, school district, community college area, educational service unit, and natural resources district whose property taxes are affected by such division of taxes. The report shall include, but not be limited to, the following information:

(1) The total number of redevelopment projects within the city that have been financed in whole or in part through the division of taxes as provided in section 18–2147;

(2) The total estimated project costs for all such redevelopment projects;

(3) A comparison between the initial projected valuation of property included in each such redevelopment project as described in the redevelopment contract **or, for redevelopment projects approved using an expedited review under section 11 of this act, in the redevelopment plan** and the assessed value of the property included in each such redevelopment project as of January 1 of the year of the report;

(4) The number of such redevelopment projects for which financing has been paid in full during the previous calendar year and for which taxes are no longer being divided pursuant to section 18–2147;

(5) The number of such redevelopment projects approved by the governing body in the previous calendar year;

(6) Information specific to each such redevelopment project approved by the governing body in the previous calendar year, including the project area, project type, amount of financing approved, and total estimated project costs; and

(7) The percentage of the city that has been designated as blighted.

Sec. 15. Section 18–2147, Revised Statutes Cumulative Supplement, 2018, is amended to read:

<< NE ST § 18–2147 >>

18–2147.

(1) Any redevelopment plan as originally approved or as later modified pursuant to section 18–2117 may contain a provision that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project for the benefit of any public body shall be divided, for **the applicable** ~~a~~ period **described in subsection (3) of this section** ~~not to exceed fifteen years after the effective date as identified in the project redevelopment contract or in the resolution of the authority authorizing the issuance of bonds pursuant to section 18–2124~~ , as follows:

(a) That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body. When there is not a redevelopment project valuation on a parcel or parcels, the county assessor shall determine the redevelopment project valuation based upon the fair market valuation of the parcel or parcels as of January 1 of the year prior to the year that the ad valorem taxes are to be divided. The county assessor shall provide written notice of the redevelopment project valuation to the authority as defined in section 18–2103 and the owner. The authority or owner may protest the valuation to the county board of equalization within thirty days after the date of the valuation notice. All provisions of section 77–1502 except dates for filing of a protest, the period for hearing protests, and the date for mailing notice of the county board of equalization's decision are applicable to any protest filed pursuant to this section. The county board of equalization shall decide any protest filed pursuant to this section within thirty days after the filing of the protest. The county clerk shall mail a copy of the decision made by the county board of equalization on protests pursuant to this section to the authority or owner within seven days after the

board's decision. Any decision of the county board of equalization may be appealed to the Tax Equalization and Review Commission, in accordance with section 77–5013, within thirty days after the date of the decision;

(b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract**,** ~~or~~ bond resolution, **or redevelopment plan, as applicable,** in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in such a redevelopment project shall be paid into the funds of the respective public bodies**. An authority may use a single fund for purposes of this subdivision for all redevelopment projects or may use a separate fund for each redevelopment project**; and

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

(2) To the extent that a redevelopment plan authorizes the division of ad valorem taxes levied upon only a portion of the real property included in such redevelopment plan, any improvements funded by such division of taxes shall be related to the redevelopment plan that authorized such division of taxes.

(3)(a) For redevelopment plans that receive an expedited review under section 11 of this act, ad valorem taxes shall be divided for a period not to exceed ten years after the effective date as identified in the redevelopment plan.

(b) For all other redevelopment plans, ad valorem taxes shall be divided for a period not to exceed fifteen years after the effective date as identified in the project redevelopment contract or in the resolution of the authority authorizing the issuance of bonds pursuant to section 18–2124.

(4) ~~(3)~~ The effective date of a provision dividing ad valorem taxes as provided in subsection **(3)** ~~(1)~~ of this section shall not occur until such time as the real property in the redevelopment project is within the corporate boundaries of the city. This subsection shall not apply to a redevelopment project involving a formerly used defense site as authorized in section 18–2123.01.

(5) ~~(4)~~ Beginning August 1, 2006, all notices of the provision for dividing ad valorem taxes shall be sent by the authority to the county assessor on forms prescribed by the Property Tax Administrator. The notice shall be sent to the county assessor on or before August 1 of the year of the effective date of the provision. Failure to satisfy the notice requirement of this section shall result in the taxes, for all taxable years affected by the failure to give notice of the effective date of the provision, remaining undivided and being paid into the funds for each public body receiving property taxes generated by the property in the redevelopment project. However, the redevelopment project valuation for the remaining division of ad valorem taxes in accordance with subdivisions (1)(a) and (b) of this section shall be the last certified valuation for the taxable year prior to the effective date of the provision to divide the taxes for the remaining portion of the **ten-year or** fifteen-year period pursuant to subsection **(3)** ~~(1)~~ of this section.

Sec. 16. Section 77–1704.01, Reissue Revised Statutes of Nebraska, is amended to read:

<< NE ST § 77–1704.01 >>

77–1704.01.

(1) The county treasurer shall include with each tax notice to every taxpayer and with each receipt provided to a taxpayer the following information:

(a) The total amount of aid from state sources appropriated to the county and each city, village, and school district in the county;

(b) The net amount of property taxes to be levied by the county and each city, village, school district, and learning community in the county;

(c) For real property, the amount of taxes reflected on the statement that are levied by the county, city, village, school district, learning community, and other subdivisions for the tax year and for the immediately past year on the same parcel;

(d) For real property that has its taxes divided under section 18–2147 as part of a redevelopment project under the Community Development Law, the amount of taxes reflected on the statement that are allocated to the county, city, village, school district, learning community, and other subdivisions, the amount of taxes reflected on the statement that are allocated to the redevelopment project, and a statement explaining that taxes on the real property have been divided as part of a redevelopment project under the Community Development Law ~~for a period not to exceed fifteen years~~ ; and

(e) For taxes levied for fiscal year 2017–18 on real property within a learning community, statements explaining that the school district levies for learning community member districts are increasing, in part, as a result of the expiration of the learning community common levies, the proceeds of which were distributed directly to school districts, and that the remaining learning community levies fund activities of the learning community.

(2) The necessary form for furnishing the information required by subdivisions (1)(a), (b), and (e) of this section shall be prescribed by the Department of Revenue. The necessary information required by subdivision (1)(a) of this section shall be furnished to the county treasurer by the Department of Revenue prior to October 1 of each year. The form prescribed by the Department of Revenue shall contain the following statement:

THE AMOUNT OF STATE FUNDS SHOWN ABOVE WOULD HAVE BEEN ADDITIONAL PROPERTY TAXES IF NOT ALLOCATED TO THE COUNTY, CITY, VILLAGE, AND SCHOOL DISTRICT BY THE LEGISLATURE.

Sec. 17. Original sections 18–2108, 18–2110, 18–2111, 18–2112, 18–2114, 18–2117, and 77–1704.01, Reissue Revised Statutes of Nebraska, sections 18–2109, 18–2113, 18–2115, 18–2116, 18–2117.01, 18–2117.02, and 18–2147, Revised Statutes Cumulative Supplement, 2018, and section 18–2101, Revised Statutes Supplement, 2019, are repealed.

End of Document

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City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item 1

(Information Only)

Staff Contact: Starr Lehl

City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item 1

(Information Only)

Staff Contact: Starr Lehl

City of Scottsbluff, Nebraska

Thursday, November 12, 2020

Regular Meeting

Item 1

Following passage of a motion to enter into executive session, presiding officer must state purpose of executive session.

Staff Contact:

City of Scottsbluff, Nebraska
Thursday, November 12, 2020
Regular Meeting

Item 1

Set next meeting date.

Staff Contact: