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

Regular Meeting
May 16, 2019
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 north 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 May 1, 2019 Meeting Minutes.
6. Changes to Redevelopment Contracts
   a) Approve changes to Redevelopment Contracts with Pivo, Inc., HVS, LLP and Original Equipment Co., and 26 Group, LLC.
7. Scooter's Drive Thru Coffee Kiosk Redevelopment Plan submitted by 1dash5 Enterprises, LLC
   a) Scooter's Drive Thru Coffee Kiosk Redevelopment Plan submitted by 1dash5 Enterprises, LLC
      i) Review Redevelopment Plan
      ii) Conduct Cost-Benefit Analysis of Redevelopment Plan
      iii) Review and approve Resolution to (i) approve Redevelopment Plan; (ii) confirm Cost-Benefit Analysis; (iii) forward Planning Commission recommendation to City Council; and (iv) forward and recommend approval of Redevelopment Plan to City Council.
      iv) Review and take action on Resolution approving Redevelopment Contract and authorizing TIF Note subject to Council approval of Redevelopment Plan.
8. Platte Valley Addition Improvements Redevelopment Plan submitted by Platte Valley Bank
   a) Platte Valley Addition Improvements Redevelopment Plan submitted by Platte Valley Bank
      i) Review Redevelopment Plan

ii) Conduct Cost-Benefit Analysis of Redevelopment Plan

iii) Review and approve Resolution to (i) approve Redevelopment Plan; (ii) confirm Cost-Benefit Analysis; (iii) forward Planning Commission recommendation to City Council; and (iv) forward and recommend approval of Redevelopment Plan to City Council.

iv) Review and take action on Resolution approving Redevelopment Contract and authorizing TIF Note subject to Council approval of Redevelopment Plan.

9. Aulicks Industries Office and Truck Shop Redevelopment Plan Modification

a) Review Aulick Industries Office and Truck Shop Redevelopment Plan Modification and forward to Planning Commission.

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

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

11. Adjournment.

City of Scottsbluff, Nebraska
Thursday, May 16, 2019
Regular Meeting

Item Min1

Approve May 1, 2019 Meeting Minutes.

Staff Contact:

City of Scottsbluff
Community Redevelopment Authority
May 1, 2019

A meeting of the Community Redevelopment Authority (CRA) was held on Wednesday, May 1, 2019 at 12:00p.m. at City Hall, 2525 Circle Drive, Scottsbluff, NE.

Notice of the meeting was published in the Star-Herald on April 26, 2019.

The meeting convened at 12:03 p.m. by Chairman Trumbull. Roll call was taken. The following committee members were present: Bill Trumbull, Robert Franco, and Cathy Eastman. Absent: Joanne Phillips, Bill Knapper. In attendance on behalf of the city were City Manager, Nathan Johnson, 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 for the public's review.

Chairman Trumbull asked if there were changes to the agenda and there were no changes

Motion by Eastman, second by Franco to approve the minutes from the March 27, 2019 meeting. "Yeas" Franco, Trumbull, Eastman "Nays" None, absent Phillips and Knapper.

Chairman Trumbull stated that the next agenda item was to review and take action on a resolution to approve the Redevelopment Contract and authorize TIF Note for HBP Expansion Project by Pivo, Inc.

Selzer disclosed a conflict informing the CRA that his firm provides representation in other matters to four of five out of the TIF applicants, specifically Platte Valley Bank, 1dash5, Pivo, Inc. and 26 Group, LLC. Selzer explained that his firm explains to the TIF applicants that his firm represents the City's interests on the TIF matters and the applicants can get separate representation if they wish. Selzer wanted the CRA to be aware of this and asked that if the CRA members had any questions to let him know.

Bill Knapper arrived at 12:05 p.m.

Selzer addressed and explained the group of projects and the process of reviewing the resolutions, contracts and TIF Notes for the three projects on the agenda including the HPB Project by Pivo, Inc., approved in December, the fuel station and convenience store project by 26 Group, LLC approved in March and Truck shop and office project by HVS, LLP and Original Equipment Co., d/b/a Aulick Industries, approved in April. The contract is to implement the plan that is written and allow city staff to administrate and issue the note and provide the financing. If the CRA has questions, Selzer would answer them regarding any of the projects specifically on the agenda and explained the process is essentially the same except for the amount of funding available through TIF and overall project cost.

Trumbull went over information included in the packet including the contract, TIF note and resolution for each of the projects. Selzer explained that the resolution authorizes the chairman to sign the contracts and to make any last minute changes or tie up loose ends so that there would not have to be another meeting called.

Chairman Trumbull asked if there were any questions about the resolution, contract or TIF note in regard to the HPB Expansion Project by Pivo, Inc. Motion by Franco, second by Knapper to approve the Redevelopment Contract, Resolution and TIF Note for the HPB Expansion Project by Pivo, Inc. "Yeas" Trumbull, Eastman, Knapper, Franco, "Nays" none, Absent, Phillips.

Chairman Trumbull moved on to the next item which is the Fuel Station and Convenience Store Project by 26 Group, LLC and noted that representatives for all of the projects were present at the meeting.

Motion by Eastman, second by Knapper to approve the Resolution, Redevelopment Contract and TIF Note for the Fuel Station and Convenience Store Project by 26 Group, LLC. “Yeas”, Trumbull, Eastman, Knapper, Franco, “Nays” none, Absent, Phillips.

Chairman Trumbull introduced the next agenda item which was Aulick Industries Truck Shop and Office Project by HVS, LLP and Original Equipment Co. d/b/a Aulick Industries. Selzer informed the CRA of the fact Aulick’s had purchased additional property behind the former Farm Credit Services building for truck storage and there may be some changes to the contract. Selzer’s recommendation is to approve the contract as is and later come back and amend the contract to include the recently purchased property.

Motion by Knapper, second by Eastman to approve the Resolution, Redevelopment Contract and TIF Note for Aulick Industries Truck Shop and Office Project by HVS, LLP and Original Equipment Co. d/b/a/ Aulick Industries. “Yeas” Eastman, Knapper, Franco, Trumbull, “Nays”, none, Absent, Phillips.

Chairman Trumbull introduced the next item on the agenda which was to review the preliminary Redevelopment Plan, conduct preliminary Cost Benefit Analysis and submit the Redevelopment Plan for Scooter’s Drive Thru Coffee Kiosk Project submitted by 1dash5 Enterprises, LLC.

Joanne Phillips arrived at 12:15 p.m.

Selzer informed the CRA that the project is located on the southeast corner of West Overland and Avenue I and will be a coffee kiosk similar to the Scooter’s located on Avenue B and Hwy 26. He reminded the CRA that they are not actually approving the plan but moving it forward to the Planning Commission for action. The TIF funds will be used for site acquisition, site preparation and other costs as allowable. Discussion was held regarding access and alley use. The developer explained that the only access to the drive thru would be off of Avenue I and will be located to the south of the intersection, out of the way of the intersection. There is a turning lane on Avenue I so traffic should not be impacted. Selzer explained the Cost Benefit Analysis and the shift in taxes and the impact on the taxing entities, the addition of employment, sales tax collection and the infill of a vacant lot within the city.

Motion by Eastman to refer the plan to the Planning Commission for the Scooter’s Drive Thru Coffee Kiosk Project submitted by 1dash5 Enterprises, LLC. “Yeas”, Eastman, Knapper, Franco, Phillips, Trumbull, “Nays”, none.

Motion by Knapper second by Phillips to approve the preliminary Cost Benefit Analysis for the Scooter’s Project. “Yeas” Knapper, Franco, Phillips, Trumbull, Eastman. “Nays”, none.

Chairman Trumbull declared a conflict of interest on the next item on the agenda which is the review the preliminary Redevelopment Plan for Platte Valley Addition Improvements Project submitted by Platte Valley Bank. Trumbull turned the meeting over to Vice-Chairman Phillips to conduct this portion of the meeting.

Selzer explained that the recent developments completed and in the process of being completed on the Platte Valley Bank Campus include the renovation of the building where FALCO was previously located which allowed Platte Valley Company’s operations to be moved to the former JG Elliott Building. All of these have been non-TIF improvements. The drainage which is from North to South on the campus has caused some issues on Platte Valley Drive, which runs from East to West on the campus and is a public street. Platte Valley Bank is asking for TIF funds to address the drainage problem and to install raised sidewalks for employees and customers to use while on the campus. They are also going to pave a parking lot on the southeast portion of the campus, which is not an allowable expense, but the lighting of the parking lot would be an allowable expense. The demolition of an asphalt parking lot and paving the lot is also in the future plan. Discussion was held regarding the cost of the project and no costs being shown on the documents. Selzer explained that he was working on figuring out the parcels and how to complete the costs and allowable TIF funds. The CRA asked what action could be taken without the numbers and Selzer answered just a positive recommendation to move the project to the Planning Commission and when it comes back to the CRA the numbers will be available. The CRA asked about the affordability of the project by the bank and how this would be perceived by the public. Additional discussion was held about the purpose of TIF and what it actually is. The purpose is to get projects completed without the use of general tax dollars to make improvements to public facilities. Discussion continued about a private company taking on improvements to a public street and how the condition of the street could be a problem for the city in the near future if the city does not improve the drainage in the area.

Motion by Knapper, second by Eastman to approve the conceptual plan and move it on to the Planning Commission. "Yeas" Franco, Phillips, Eastman, Knapper, "Nays" none, Abstain, Trumbull.

Selzer explained the Cost Benefit Analysis, effect on taxing entities, public improvements and cost of public improvements to the area including Platte Valley Drive and 13th Street, additional employment and no negative impact on surrounding businesses.

Motion by Eastman, second by Knapper to Approve the Cost Benefit Analysis. "Yeas" Phillips, Eastman, Knapper, Franco, "Nays", none, Abstain, Trumbull.

Chairman then went back to item 5b which is approval of the April 10, 2019 minutes. Motion by Knapper, second by Franco to approve the Minutes from the April 10, 2019 CRA Meeting. "Yeas", Trumbull, Knapper, Franco, Phillips, "Nays" none, Abstain, Eastman.

Lehl reported there has not been much movement on the East Overland Projects because of the cold and wet weather. Johnson informed the CRA the city has begun budget workshops and also union negotiations with three unions.

The next meeting date was set for Thursday, May 16th at noon.

Motion by Franco second by Eastman to adjourn the meeting "Yeas", Eastman, Knapper, Franco, Phillips, Trumbull.

____

Nathan Johnson

____

Starr Lehl

City of Scottsbluff, Nebraska

Thursday, May 16, 2019

Regular Meeting

Item Red Cont1

Approve changes to Redevelopment Contracts with Pivo, Inc., HVS, LLP and Original Equipment Co., and 26 Group, LLC.

Staff Contact: Starr Lehl

Uniform changes to Section 5 of Redevelopment Contracts (beginning with Section 5b):

b. Redeveloper shall complete the Project and install all required improvements, fixtures, equipment and furnishings necessary to operate the Project as set forth in the Plan. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to construct the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper. Redeveloper shall furnish to the City a Certificate of Completion upon full completion of the Project.

c. At any time, whether before or after commencement of the Project, the Authority may require any or all of the following:

   i. That any general contractor chosen by the Redeveloper or the Redeveloper itself obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations naming the Authority and/or City as additional insureds.

   ii. That any contractor chosen by the Redeveloper or the Redeveloper itself purchase and maintain property insurance upon the Project to the full insurable value thereof which insure against the perils of fire and extended coverage, includes “All Risk" insurance for physical loss or damage, and insures all stored materials.

   iii. That the contractor or the Redeveloper, as the case may be, furnish the Authority with a Certificate of Insurance evidencing policies as may required above and providing that the Authority be given prior written notice in the event of cancellation of or material change in any of any of the policies.

   iv. That the Redeveloper furnish or cause to be furnished to the Authority security consistent with policies established by the City for other development projects to guarantee the completion of the Public Improvements as set forth in the Plan. Any security furnished by the Redeveloper may be required to be up to the amount of the actual cost of the Public Improvements. It is contemplated that the Redeveloper will enter into one or more contracts for the construction of the Public Improvements. The actual cost of the Public Improvements will be determined by the provisions of such contract. If any required security furnished by the Redeveloper is a bond or letter of credit, the bond or letter of credit shall provide that upon demand by the Authority, the Authority shall be paid all sums which will enable the Authority to complete the Public Improvements. If security required by the Authority is insufficient to complete the Public Improvements, the Redeveloper will remain directly liable to the Authority for the balance. The Authority may, at its option, assess all or any part of the amounts owed for the Public Improvements and not covered by the bond or letter of credit and not paid for by Redeveloper.

   v. That the Redeveloper furnish or cause to be furnished to the Authority, a payment bond in the amount of the Public Improvements with a corporate surety authorized to do business in the State of Nebraska and approved by the Authority, conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper’s contractor, or his or her subcontractors with labor, materials, equipment, or supplies for the Public Improvements and indemnifying and saving harmless the Authority to the extent any payments under this Contract which the Authority may be required to make under law. The Authority may allow, in lieu of this surety bond, a cash bond in the amount determined by the Authority, to be held by the Authority for the purposes set forth in this subsection. The cash bond shall be refunded to the Redeveloper upon the completion of the applicable Public Improvements and the Authority's receipt of evidence, satisfactory to the Authority, that all persons having performed labor or furnished materials, equipment, or supplies for such Public Improvements have been fully paid.

d. Redeveloper shall pay all costs related to the redevelopment of the Site. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

e. The location, size and layout and actual construction of the Public Improvements shall be according to (i) plans and specifications approved in writing by the City in advance of commencement of construction, which approval will not be unreasonably withheld, (ii) all ordinances and codes adopted by the City, as in effect at the time that the Public Improvements are constructed, and (iii) any other agreement related to the Public Improvements between the Redeveloper and the City. This Contract shall not replace or supersede the need for the Redeveloper to obtain other agreements, consents, permits, licenses from the City related to the Public Improvements or other improvements as may be required by the City for the type of work to be performed.

f. The Redeveloper will purchase or arrange for the purchase of the Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants. The Authority and City shall have no obligation to provide for the sale of the Indebtedness by the Redeveloper.

g. The Redeveloper shall pay the Authority a fee to cover the Authority's expenses in Plan preparation and other arrangements in connection with the Project, this Contract, and the Indebtedness. The fees shall be as set forth on Schedule D and shall be paid to the Authority on the date of issuing the Indebtedness.

h. Prior to the completion of the Project, any loan proceeds obtained by the Redeveloper which are secured by mortgage, deed of trust, or other lien or encumbrance on the Site, or any portion thereof, shall be used solely for the costs and expenses associated with the development of the Site pursuant to the Plan, unless otherwise agreed to by the Authority in writing.

i. The Redeveloper shall retain copies of all documents and records associated with the Plan and Project received or generated by the Redeveloper and make such documents available to the City and Authority, upon request, for at least three years after the end of the last fiscal year in which ad valorem real estate taxes are divided for the Project.

City of Scottsbluff, Nebraska

Thursday, May 16, 2019

Regular Meeting

Item Scooter's1

Scooter’s Drive Thru Coffee Kiosk Redevelopment Plan submitted by 1dash5 Enterprises, LLC

Review Redevelopment Plan

Conduct Cost-Benefit Analysis of Redevelopment Plan

Review and approve Resolution to (i) approve Redevelopment Plan; (ii) confirm Cost-Benefit Analysis; (iii) forward Planning Commission recommendation to City Council; and (iv) forward and recommend approval of Redevelopment Plan to City Council.

Review and take action on Resolution approving Redevelopment Contract and authorizing TIF Note subject to Council approval of Redevelopment Plan.

Staff Contact: Starr Lehl

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN

Scooter's Drive Thru Coffee Kiosk
By: 1dash5 Enterprises, LLC

1. Introduction/Executive Summary

1dash5 Enterprises, 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"), pursuant to the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*

Under this Plan, the Redeveloper proposes to develop the "Project Site" (as defined below) into a Scooters Coffee Drive-thru kiosk. 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.

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

A. ***Boundaries of the Project Site:*** The Project Site is located at the southeast corner of West Overland and Avenue I. The legal description of the Project Site is:

Tracts 3 and 4, Graves Tracts, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT the West 17 fee of Tract 4 thereof.

Aerial maps of the Project Site are found in Attachment 1.

B. ***Land Acquisition:*** The Redeveloper plans on privately acquiring the Project Site as part of this Plan.

C. ***Land Uses, Land Coverage and Building Intensities:*** The Redeveloper intends to construct a Scooters Coffee Drive-thru kiosk. This will include an approximately 544 square foot building and an off-street parking lot and drive thru-area and landscaping. (See Attachment 3).

D. ***Existing Uses and Condition:*** The Project Site is currently vacant land (See Attachment 2). The Project Site is currently in the flood plain.

E. ***Site Plan:*** See Attachment 3 (Please Note: The Site Plan is preliminary).

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

G. ***Population Densities:*** The Plan does not contemplate a change in population densities around the Project Site. The Redeveloper expects an increase in use of the area by employees and customers of Scooters.

H. *Zoning Changes:* The Project Site is zoned as C-2 (Neighborhood Commercial), which includes drive-through restaurants, bakeries, and other similar retail and service establishments as permitted uses. Thus, no zoning changes are necessary.

I. *Additional Public Facilities and Utilities:* The Project will require sanitary sewer, water, electric and fiber optic utility connections.

J. *Street Layouts, Street Levels, and Grades:* No changes to street layouts and street levels are needed for this Plan. The Project Site is currently in the flood plain which will require significant costs for preparing the Project Site for construction; proper elevation and drainage issues will need to be addressed prior to construction on the Project Site.

K. *Ordinance and Building Code Changes:* No 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 Southwest District A principle of sustainable development for the Southwest District is to encourage infill development through mitigation of blighted properties and incentives. A principle of interconnection of neighborhoods and amenities for the Southwest District is to allow and encourage neighborhood commercial development at node intersections and corridors within walking distance to residential neighborhoods. The Redeveloper's Plan is consistent with the Comprehensive Plan.

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 in accordance with NEB. REV. STAT. § 18-2147. The amount of the available proceeds from tax increment financing ("TIF Revenues") is estimated at approximately $87,300.00, calculated as follows:

Current Assessed Value	$ 30,518.00
Estimated Value after Completion	$ 300,000.00
Increment Value	$ 269,482.00
Multiplied by approximate 2.16% levy	x .0216
Annual TIF Revenues Generated (Rounded)	$ 5,820.00
Multiplied by 15 years (Maximum Duration of TIF)	x 15
Estimated TIF Revenues Available:	$ 87,300.00

Note: The above figures are based on estimated values 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.

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 the Plan would not be economically feasible and would not occur in the blighted and substandard area without the use of tax increment financing. In light of the significant costs of site preparation due to the Project Site existing in the flood plain, as well other budgetary factors in building another kiosk in Scottsbluff, tax increment financing is critical in the Redeveloper's decision to proceed with the Project in the current Project Site.

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

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

Description	Estimated Cost
Site Acquisition	$ 57,000.00
Site Preparation/Drainage	$ 25,750.00
Civil Engineering	$ 5,000.00
Plan Preparation/Legal	$ 6,984.00
TOTAL	$ 94,734.00

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

B. Private Investment/Financing. The Redeveloper will make a substantial private investment in and obtain private financing for in the private improvements such as the building and personal property estimated at $345,000.00.

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.

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.

Dated:______________________

1dash5 Enterprises, LLC

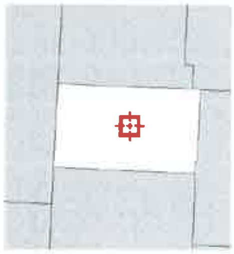
By:__________________________

Gary Rimington, President

Scooter's Drive Thru Coffee Kiosk Redevelopment Plan
Attachment 1
Aerial Maps of Project Site

Beacon™ Scotts Bluff County, NE

Overview



Legend

- Parcels
- Subdivisions
- Roads

Parcel ID 010331239
Sec/Twp/Rng 26/22/55
Property Address

Alternate ID n/a
Class n/a
Acreage n/a

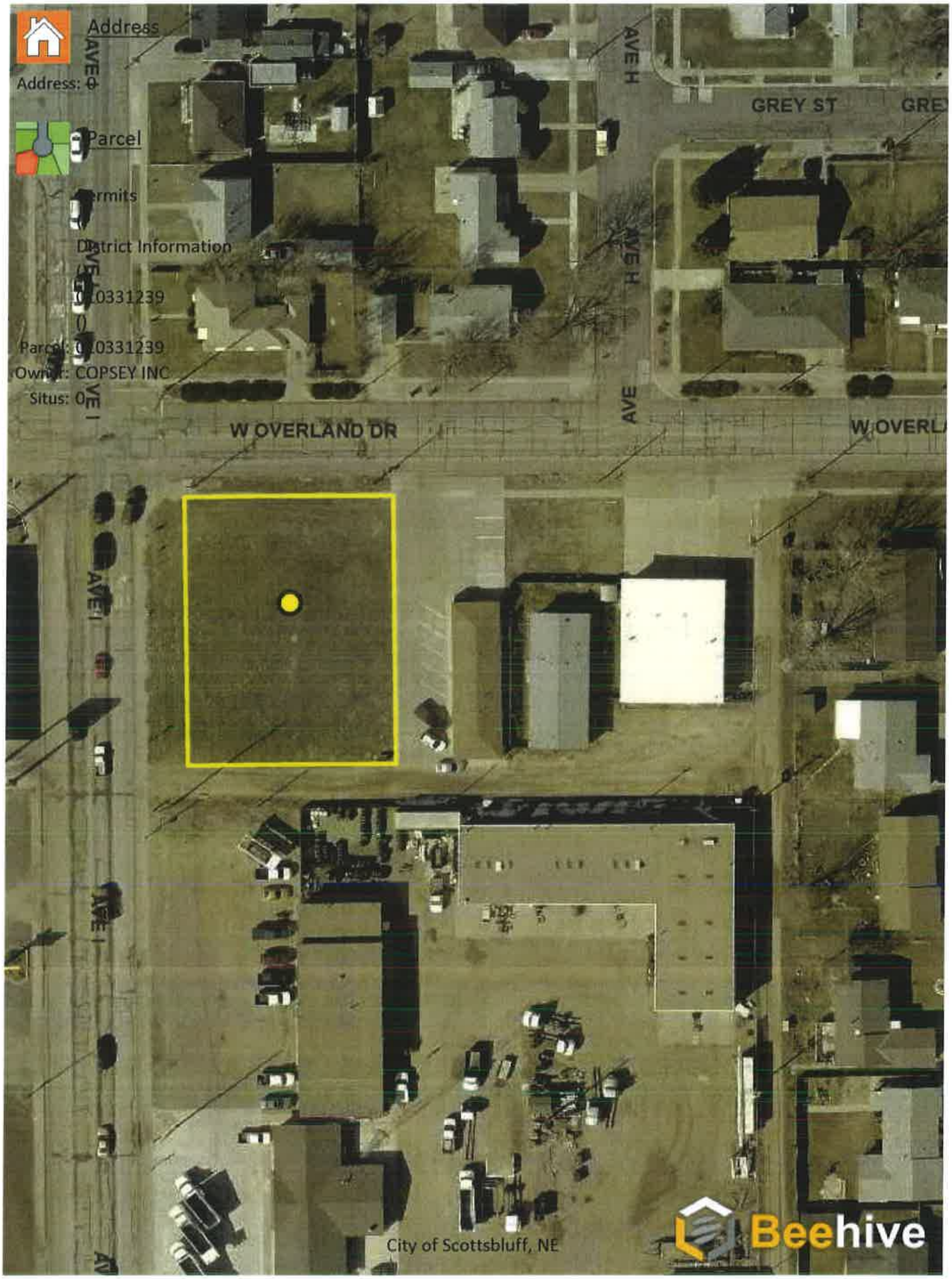
Owner Address COPSEY INC
& MONTY J COPSEY
2101 5TH AVE
SCOTTSBLUFF NE 69361

District n/a
Brief Tax Description LTS 3 & 4, EX W 17' OF LT 4, GRAVES ADD
(Note: Not to be used on legal documents)

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: 4/26/2019

Developed by Schneider GEOSPATIAL

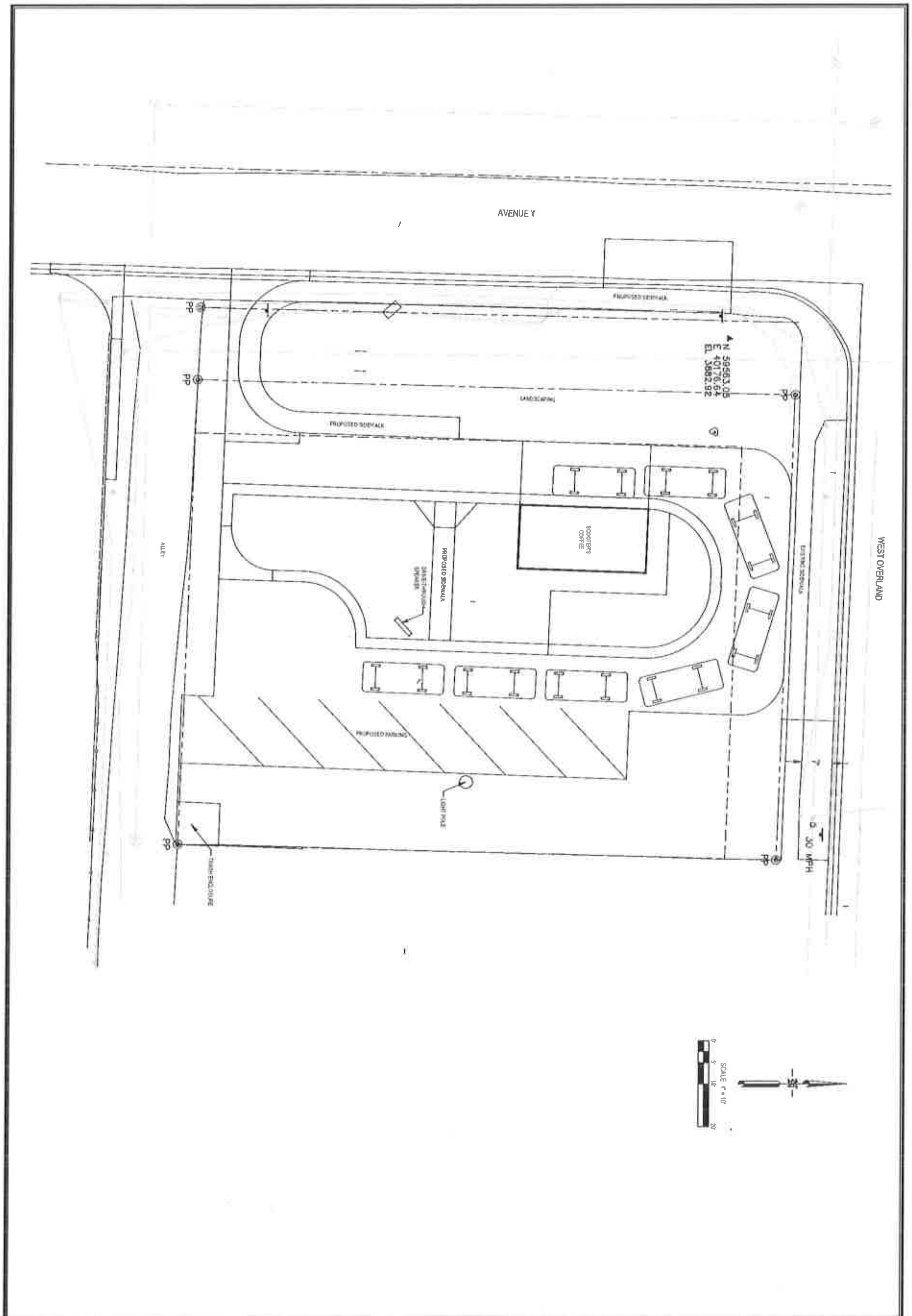

Address
Address: 0
Parcel
Permits
District Information
010331239
Parcel: 010331239
Owner: COPSEY INC
Situs: 0
GREY ST
AVE H
W OVERLAND DR
AVE I
City of Scottsbluff, NE
Beehive

Scooter's Drive Thru Coffee Kiosk Redevelopment Plan
Attachment 2
Street View of Project Site

Google

© 2019 Google

Scooter's Drive Thru Coffee Kiosk Redevelopment Plan
Attachment 3
Site Plan



Sheet No. C-2.00	Project 483-001-19 CAD File	Sheet Title: PROPOSED SITE PLAN Date Issued: May 2, 2019	Project Title: SCOOTER'S COFFEE West Overland & Avenue I - Scottsbluff, NE 1-5 Enterprises Scottsbluff, Nebraska	PRELIMINARY PLAN NOT TO BE USED FOR CONSTRUCTION

Baker & Associates Inc.
Engineers * Architects * Surveyors

Scooter's Drive Thru Coffee Kiosk Redevelopment Plan
Attachment 4
Cost Benefit Analysis

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN

Scooter's Drive Thru Coffee Kiosk
By: 1dash5 Enterprises, LLC

Cost Benefit Analysis

A. Tax Revenues and Tax Shifts Resulting from the Division of Taxes. Real estate taxes from the base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The base value of the Project Site is $30,518.00 which produces an annual real estate tax of approximately $634.12. The tax increment revenues created by the Project are estimated at approximately $5,280.00 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 will not be available to local taxing jurisdictions for up 15 years after the effective date of the division of taxes, or earlier if the TIF Revenues pay off the TIF Indebtedness early. 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, as set forth in the Redevelopment Plan.

B. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval. This Project will require water, sanitary sewer, electrical, and fiber optic connections to the Project Site. The Project Site is currently in the flood plain which will require significant costs for preparing the Project Site for construction; proper elevation and drainage issues will need to be addressed prior to construction on the Project Site. No additional local tax impacts, except those identified in section A above, will result from the Project.

C. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area. Employment will increase from zero employees to approximately 5 full-time employees on the Project Site as a result of the Project.

D. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area. No negative impacts on other employers and employees in the area are expected.

E. Impacts on Student Populations of School Districts within the City. No negative impacts on the student population at Scottsbluff Public Schools are expected.

F. Other Impacts.

- This Project will achieve the infill development of vacant land in in furtherance of the Comprehensive Plan.
- This Project will also result in an increase in sales taxes and utility revenue.
- The Redeveloper anticipates using local services when possible for banking, operational supplies, landscaping, and snow removal.

RESOLUTION 5-13

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan titled *Scooter's Drive Thru Coffee Kiosk* by 1dash5 Enterprises, LLC (the "Redevelopment Plan") has been submitted to the Planning Commission.

b. The Planning Commission has reviewed the Redevelopment Plan as to its conformity with the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan").

Resolved:

1. The Planning Commission finds that Redevelopment Plan conforms to the Comprehensive Plan and recommends approval of the Redevelopment Plan to the Scottsbluff Community Redevelopment Authority and City Council.

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

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

PASSED and APPROVED on May 13, 2019

PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA

By: ______________________
Chair

ATTEST:

By: ______________________
Recording Secretary

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Please Direct All Correspondence
To Scottsbluff Office

To: City of Scottsbluff Community Redevelopment Authority
From: John L. Selzer, Deputy City Attorney
Date: May 14, 2019
Re: Scooter's Drive Thru Kiosk Store Redevelopment Plan

Introduction: At your May 16, 2019 meeting, you will consider a resolution regarding the Redevelopment Plan for the Scooter's Drive Thru Coffee Kiosk Project submitted by 1dash5 Enterprises, 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 May 20, 2019. If the City Council approves the Plan, then the CRA and Redeveloper will enter into a redevelopment contract to implement the Plan.

Attached with this letter are: (1) the Plan; (2) a draft of the resolution you will consider on May 16, 2019; (3) the Planning Commission's resolution regarding the Plan, dated March 13, 2019; and (4) a proposed cost-benefit analysis for the Project. 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 located at the southeast corner of West Overland and Avenue I. The legal description of the Project Site is: Tracts 3 and 4, Graves Tracts, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT the West 17 fee of Tract 4 thereof.

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Southwest District. A principle of sustainable development for the Southwest District is to encourage infill development through mitigation of blighted properties and incentives. A principle of interconnection of neighborhoods and amenities for the Southwest District is to allow and encourage neighborhood commercial development at node intersections and corridors within walking distance to residential neighborhoods.

The Project Site is zoned as C-2 (Neighborhood Commercial), which includes drive-through restaurants, bakeries, and other similar retail and service establishments as permitted uses. Thus, no zoning changes are necessary.

The Planning Commission found that the Plan conforms to the Comprehensive 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.

Sincerely,
SIMMONS OLSEN LAW FIRM, P.C., L.L.O.

/s/ John L. Selzer

John L. Selzer

<u>CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN</u>
Scooter's Drive Thru Coffee Kiosk
By: 1dash5 Enterprises, LLC

<u>Cost Benefit Analysis</u>

A. Tax Revenues and Tax Shifts Resulting from the Division of Taxes. Real estate taxes from the base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The base value of the Project Site is $30,518.00 which produces an annual real estate tax of approximately $634.12. The tax increment revenues created by the Project are estimated at approximately $5,280.00 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 will not be available to local taxing jurisdictions for up 15 years after the effective date of the division of taxes, or earlier if the TIF Revenues pay off the TIF Indebtedness early. 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, as set forth in the Redevelopment Plan.

B. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval. This Project will require water, sanitary sewer, electrical, and fiber optic connections to the Project Site. The Project Site is currently in the flood plain which will require significant costs for preparing the Project Site for construction; proper elevation and drainage issues will need to be addressed prior to construction on the Project Site. No additional local tax impacts, except those identified in section A above, will result from the Project.

C. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area. Employment will increase from zero employees to approximately 5 full-time employees on the Project Site as a result of the Project.

D. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area. No negative impacts on other employers and employees in the area are expected.

E. Impacts on Student Populations of School Districts within the City. No negative impacts on the student population at Scottsbluff Public Schools are expected.

F. Other Impacts.

- This Project will achieve the infill development of vacant land in in furtherance of the Comprehensive Plan.
- This Project will also result in an increase in sales taxes and utility revenue.
- The Redeveloper anticipates using local services when possible for banking, operational supplies, landscaping, and snow removal.

Approved by the Scottsbluff Redevelopment Authority on May ____, 2019

____
Chair

Attest:

____
Secretary

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 *Scooter's Drive Thru Coffee Kiosk* project submitted by 1dash5 Enterprises, 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, 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 has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as set forth in this Resolution.

Resolved:

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

2. The CRA has conducted a cost benefit analysis for the project in accordance with 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 intends to privately acquire the project area for $57,000.00; (b) the estimated cost of preparing the project area for redevelopment is $25,750.00; (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 borrowing 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 along with the recommendation of the Planning Commission shall be forwarded to the City Council for its consideration when reviewing the Redevelopment Plan.

6. All prior resolutions of the 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 May ___, 2019

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF

ATTEST:

____
Chair

____
Secretary

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 1dash5 Enterprises, 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. After a positive recommendation by the Planning Commission of the City, the Authority and City Council approved and adopted the Redevelopment Plan ("Plan") submitted by the Redeveloper. The Plan is incorporated into this Redevelopment Contract by this reference.

C. This Redevelopment Contract has been prepared according to the Act in order to implement the Plan submitted by the Redeveloper.

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

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

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

a. "Contract" shall mean this Redevelopment Contract and all amendments, modifications, and extensions hereto.

b. "Holder(s)" means the registered owner or owners of the Indebtedness issued by the Authority.

c. "Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority pursuant to this Contract to provide financing for the Project Costs (as defined below) and secured in whole or in part by TIF Revenues (as defined below). The Indebtedness as initially issued by the Authority shall consist of the Authority's Tax Increment Financing Note to be issued on the terms described in Schedule C.

d. "Project" shall mean the Project as defined in the Plan.

e. "Project Costs" shall mean the costs for those activities described on Schedule B and reimbursable to Redeveloper under the Act. The amount of the Project Costs shall be the amount actually incurred by the Redeveloper for such activities, and the estimates set forth on Schedule B are provided for budgeting purposes only.

f. "Public Improvements" shall include, without limiting the generality of the description for public improvements, all improvements related to the Project required by the City to be completed, which may be on City property or in the City right of way, and/or relating to City services, utilities, or infrastructure.

g. "Resolution" shall mean any Resolution of the Authority authorizing the issuance of the Indebtedness and/or approving this Contract.

h. "Site" shall mean the real estate legally described on Schedule A together with all buildings, improvements and fixtures located thereon and portions of the adjacent public right of way and property 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 Nebraska 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, 2020 and the taxable base value is anticipated to be January 1, 2019. Provided, however, if there is no substantial increase in valuation between the 2019 and 2020 tax years, then, if allowed by law and upon the written request of the Redeveloper, the effective date of this provision shall be January 1, 2021 and the taxable base value shall be January 1, 2020. Said taxes shall be divided as follows:

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

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

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

b. Upon the request of the Redeveloper, the Authority shall file with the County Assessor a notice for dividing the ad valorem real estate tax on the Site as described in Section 18-2147(4) of the Act and consistent with the effective date as established in this Section 4.

c. The Authority shall authorize the issuance of the Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in Schedule C or as otherwise set forth in this Contract and the Resolution; provided, at all times the maximum amount of the Indebtedness shall be limited to the sum of all Project Costs incurred by the Redeveloper. No Indebtedness will be issued until Redeveloper has acquired fee title to the Site and become obligated for a portion of the Project Costs.

d. The Authority pledges 100% of the available annual TIF Revenues derived from the Site as security for and to provide payment of the Indebtedness as the same fall due. The Authority shall, to the extent funds are available from TIF Revenues, pay the Holder of the Indebtedness the TIF Revenues according to the terms of the Indebtedness and this Contract. Any shortfall in TIF Revenues to pay the Indebtedness for any reason whatsoever shall be borne entirely by the Redeveloper and Holder without recourse of any kind against the Authority or the City.

e. The Authority shall grant to the Redeveloper up to the amount of the Indebtedness to pay the Redeveloper for the Project Costs actually incurred by the Redeveloper, subject to the limitations set forth in this Contract. The Indebtedness and the grant shall not exceed the amount of Project Costs as certified pursuant to Section 6(a) of this Contract. The Authority shall have no obligation to provide grant funds from any source other than the funds actually received by the Authority for the purchase price paid to the Authority for the Indebtedness. Upon the request of the Redeveloper, the purchase price of the Indebtedness shall be offset against the grant described herein.

f. The Authority shall create a fund to collect and hold the TIF Revenues. Such fund shall be used for no other purpose other than to pay the Indebtedness.

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

a. Prior to the execution of this Contract, the Redeveloper shall deliver to the Authority 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 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: 1dash5 Enterprises, LLC
PO Box 2001
Scottsbluff, NE 69363-2001

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 ______________, 2019.

CITY OF SCOTTSBLUFF, NEBRASKA COMMUNITY REDEVELOPMENT AUTHORITY

____
William Trumbull, Chair

ATTEST:

____
Secretary

1dash5 Enterprises, LLC

By____________________________

Printed Name:___________________

Title:__________________________

STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF) ss.

The foregoing Redevelopment Contract was acknowledged before me this ____ day of __________________, 2019 by William Trumbull, the 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 __________________, 2019 by _________________ (name), ___________________ (title), on behalf of 1dash5 Enterprises, LLC, a Nebraska Limited Liability Company.

____
Notary Public

Schedule A

The Site

Tracts 3 and 4, Graves Tracts, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT the West 17 fee of Tract 4 thereof.

Schedule B

Estimated Project Costs

Description	Estimated Cost
Site Acquisition	$ 57,000.00
Site Preparation/Drainage	$ 25,750.00
Civil Engineering	$ 5,000.00
Plan Preparation/Legal	$ 6,984.00
TOTAL	$ 94,734.00

<u>Schedule C</u>
Indebtedness

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

<u>Schedule D</u>

Fee

1.	Processing Fee:	$6,984.00 (8% of estimated TIF Proceeds)
2.	Administrative Fee	(Included in Processing Fee)

RESOLUTION NO. CRA______________

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

Recitals:

a. According to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan for the *Scooter's Drive Thru Coffee Kiosk* project submitted by 1dash5 Enterprises, 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 Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan. The Planning Commission recommended approval of the Redevelopment Plan to the Authority and City Council.

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

d. The City Council is scheduled to hold a public hearing regarding and review and analyze the Redevelopment Plan, and consider the Redevelopment Plan for approval at its regular meeting scheduled for May 20, 2019.

d. The Authority and 1dash5 Enterprises, 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 (1dash5 Enterprises Drive Thru Coffee Kiosk)" (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, 2034 (or later date as set forth in the Contract), and shall bear interest in the amount of 6.5% 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 TRESURER IS PROHIBITED FROM REGISTERING THE OWNERSHIP OR TRANSFER OF OWNERSHIP OF THIS NOTE TO ANY PERSON WITHOUT RECIEPT OF AN EXECTUED INVESTOR LETTER AS REQUIRED UNDER THE TERMS OF SAID RESOLUTION.

TAX INCREMENT FINANCING NOTE (1dash5 Enterprises Drive Thru Coffee Kiosk)
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 (Not to Exceed $____________.)

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 June 15 and September 15 of each year, commencing June 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 ______________ 2019, 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 1dash5 Enterprises, LLC dated ______________________ (the "**Contract**"). This Note has been authorized the by the Authority to aid in financing a redevelopment project.

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 (1dash5 Enterprises Drive Thru Coffee Kiosk)
COMMUNITY REDEVELOPENT 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, May 16, 2019

Regular Meeting

Item Platte1

Platte Valley Addition Improvements Redevelopment Plan submitted by Platte Valley Bank

Review Redevelopment Plan

Conduct Cost-Benefit Analysis of Redevelopment Plan

Review and approve Resolution to (i) approve Redevelopment Plan; (ii) confirm Cost-Benefit Analysis; (iii) forward Planning Commission recommendation to City Council; and (iv) forward and recommend approval of Redevelopment Plan to City Council.

Review and take action on Resolution approving Redevelopment Contract and authorizing TIF Note subject to Council approval of Redevelopment Plan.

Staff Contact: **Starr Lehl**

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN
Platte Valley Addition Improvements Project
By: Platte Valley Bank

1. Introduction/Executive Summary

Platte Valley Bank (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"), pursuant to the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*

Platte Valley Bank, as Redeveloper, owns the "Project Site" which is generally described as the Platte Valley Addition located between 11th Avenue to the west, 13th Avenue to the east, Circle Drive to the north, and E. 20th Street to the south. Platte Valley Bank is a subsidiary of Platte Valley Financial Service Companies, Inc. ("PVC"). The Project Site is PVC's main campus.

PVC previously used a portion of the "Professional Center" on the corner of 11th Avenue and Circle Drive as a community room, but that space is now needed for PVC operations due to PVC's increased local employment. The Redeveloper is constructing a new building on the Project Site to serve as PVC's Community Center which will be available for a wide variety of community events, organization meetings, trainings, and other functions.

The improvements under this Plan are proposed to address the safety of employees, customers, and other pedestrians walking across and around Platte Valley Drive, which is a public street, due to increased use. The improvements under this Plan will also enhance drainage of the Project Site and provide for demolition of an existing substandard parking area outside of the new Community Center and Operations Center to prepare the site for improved parking.

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.

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

A. ***Boundaries of the Project Site:*** The Project Site is legally described as follows:

Lots 1, 2, and 4, Block 1 Platte Valley Addition and Lots A and B, Subdivision of Lot 3, Block 1, Platte Valley Addition, in the City of Scottsbluff, Scotts Bluff County, Nebraska.

Aerial maps of the Project Site are found in Attachment 1. Plats of the Project Site are found in Attachment 2.

B. ***Land Acquisition:*** The Redeveloper owns the Project Site, so no land acquisition is contemplated under this Plan.

C. ***Uses, Condition, Land Coverage, and Building Intensities:*** The Project Site is PVC's main campus. Land uses, condition, land coverage, and building intensities are as follows:

1. Lot 1 contains the Platte Valley Professional Center, which is a 14,082 square foot office building. Platte Valley Bank recently acquired the Professional Center. Previously, a portion of the Professional Center was used as offices of an accounting firm, a portion was used as a community room for PVC, and a portion was used as offices for PVC. In 2018, the Professional Center was renovated and 2,157 square feet of building space was added. Now, JG Elliott Insurance Company (a Platte Valley Company) and Platte Valley Bank's trust and brokerage services are located in the Professional Center.

2. Lot 2 contains Platte Valley Bank's main bank, which covers approximately 14,000 square feet of land.

3. Lot A contains a newly constructed building of approximately 4,000 square feet. The building is near completion and will be used as a Community Center for a wide variety of community events, organization meetings, trainings, and other functions. There is currently substandard asphalt parking south of the Community Center which will be demolished and resurfaced as part of this Plan. See Attachment 3. (The substandard asphalt parking mentioned above is located on Lot B, described below.)

4. Lot B contains an office building, which was previously JG Elliott Insurance Company's offices. The building is now used as PVC's Operations Center, which includes data processing, loan and deposit operations, the credit card department, the audit and compliance department, and other operational departments of the entire Platte Valley Companies. As mentioned above, the asphalt parking lot south of the Community Center adjoins the Operations Center parking area which will be demolished and resurfaced as part of this Plan. Platte Valley Bank's acquisition and expansion of the Professional Center (on Lot 1) and the construction of the Community Center (on Lot A) created the possibility for PVC to use of the building on Lot B as PVC's Operations Center. This was an important element in keeping these jobs in the community and accommodating further growth.

5. Lot 4 is currently gravel parking for PVC's employees. This lot will be paved and lighted as part of this Plan.

6. Platte Valley Drive is a public street which runs east/west through the Platte Valley Addition. 13th Avenue is a public street which runs north/south, along the east side of Lot 2. Storm water drainage on the Project Site is a current problem. Rain showers and other wet conditions create streams and standing water on Platte Valley Drive. This Plan will address the drainage problem. This Plan also contemplates raised crosswalks across and public sidewalks along Platte Valley Drive to enhance the safety of the increased number of employees, customers, and pedestrians crossing Platte Valley Drive.

D. ***Site Plan:*** See Attachment 4.

E. ***Demolition and Removal of Structures:*** No structures will be demolished as part of this Plan.

F. ***Population Densities:*** The Plan does not contemplate a change in population densities around the Project Site. The Plan contemplates, and seeks to address, issues related to the increased use of the Project Site by PVC employees and customers and the general public's use of the Community Room.

G. ***Zoning Changes:*** The Project Site is zoned as C-2 (Neighborhood Commercial), which includes banks and office and professional services as permitted uses. Thus, no zoning changes are necessary.

H. ***Additional Public Facilities and Utilities:*** The Project will require storm water drainage improvements, sidewalk improvements, and public street improvements as explained above. The Project also includes improved parking for PVC's Community Room which will be available for a wide variety of community events, organization meetings, trainings, and other functions.

I. ***Street Layouts, Street Levels, and Grades:*** No changes in street layouts and grades are contemplated under this Plan. Raised sidewalks will be added to Platte Valley Drive as explained above.

J. ***Ordinance and Building Code Changes:*** No 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 Northeast District and in the Highway 26 Commercial neighborhood. Themes of the Northeast District include major office opportunities in major arterials, strong civic groups, available resources, and civic events. A principle of interconnection includes enhanced employment centers set back from the highway and accessible from residential areas and main thoroughfares. The Highway 26 Commercial neighborhood contemplates daytime and nighttime activities, both personal and commercial vehicle use, formalized pedestrian facilities, and enforced aesthetic and landscaping standards. The Redeveloper's current use and improvement of the Project Site is consistent with the Comprehensive Plan.

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 in accordance with NEB. REV. STAT. § 18-2147. The amount of the available proceeds from tax increment financing ("TIF Revenues") is estimated at approximately $592,346.00, calculated as follows:

2018 Assessed Value (Base)	$7,135,402.00	
2019 Assessed Value (Yr 1)	$7,984,767.00	
Year 1 Increment	$ 849,365.00	
Multiplied by approximate 2.16% levy	x .0216	
Year 1 TIF Revenue (Rounded)		$ 18,346.00
Estimated Value after Completion	$9,040,415.00	
Year 2-15 Increment	$1,905,013.00	
Multiplied by approximate 2.16% levy	x .0216	
Yr 2-15 Annual TIF Revenue (Rounded)	$ 41,000.00	
Multiplied by 14 years	x 14	
Year 2-15 Total TIF Revenue (Rounded)		$ 574,000.00
Estimated TIF Revenues Available:		$ 592,346.00

Note: The above figures are based on estimated values 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.

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 would not occur in the blighted and substandard area without the use of tax increment financing. Tax increment financing is critical in the Redeveloper's decision to proceed with the drainage, public street improvements, raised sidewalks, and parking lot improvements contemplated by this Plan. These elements of the Plan would not be economically feasible without tax increment financing. The availability of tax increment financing to pay for these improvements has incentivized Redeveloper to proceed with these elements of the Project.

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

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

Description	Estimated Cost
Asphalt Demolition (Lot B)	$ 33,967.00
Concrete Demolition (Drainage Improvements Prep)	$ 18,500.00
Drainage Improvements	$ 79,000.00
Raised Crosswalk (Platte Valley Drive)	$ 65,250.00
Sidewalk/Curb & Gutter/Handicap Ramp (Platte Valley Drive)	$ 47,500.00
Lighting	$ 48,000.00
Engineering	$ 17,135.00
Plan Preparation/Legal	$ 10,000.00
TOTAL	$ 319,352.00

A proposed statutory Cost-Benefit Analysis of the Project is attached as Attachment 5.

B. *Private Investment/Financing.* The Redeveloper has made and is making a substantial private investment in and obtained private financing related to the Plan, estimated in the amount of $3,300,000.00.

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.

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.

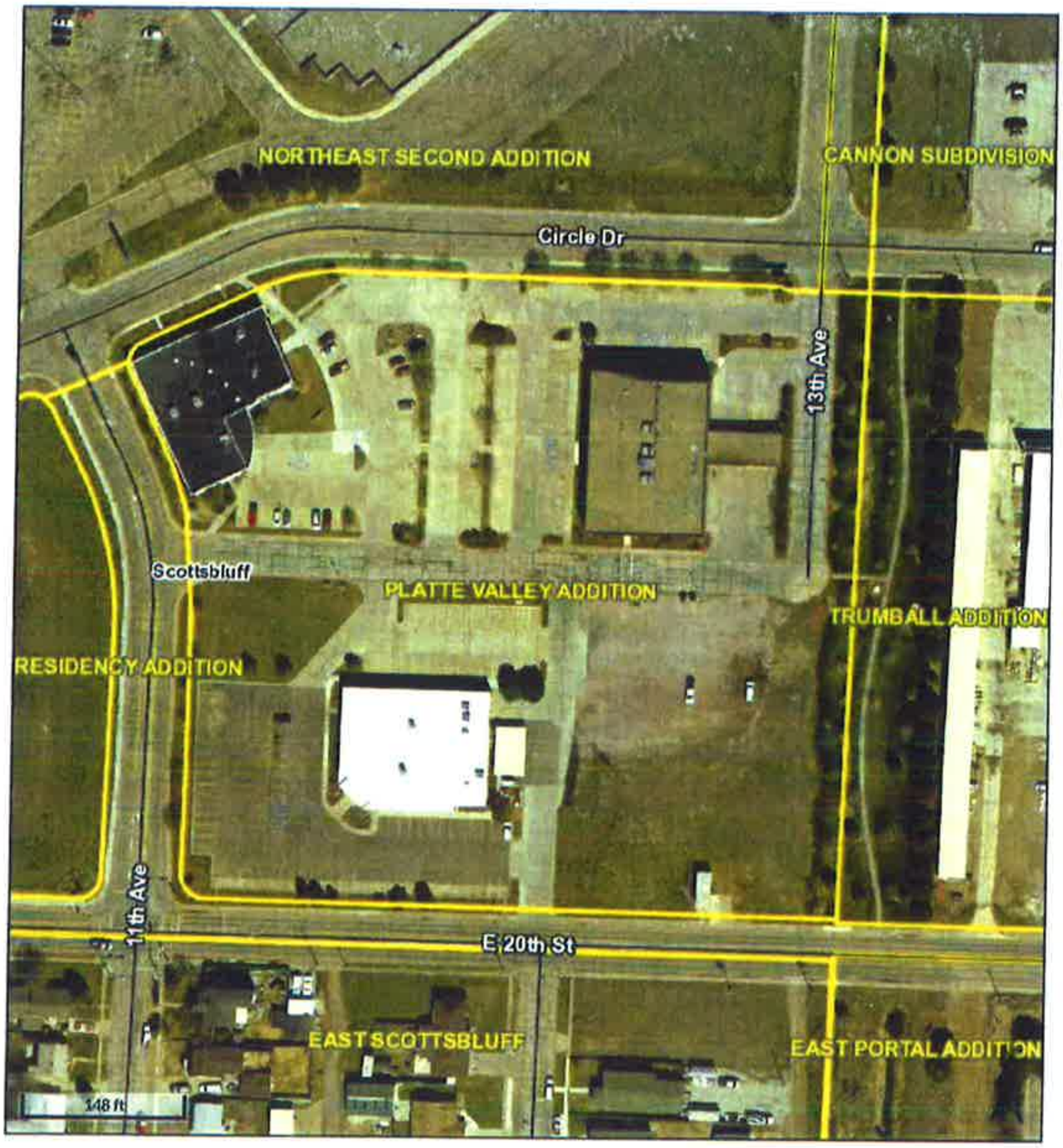
Dated: 5-9-19

Platte Valley Bank

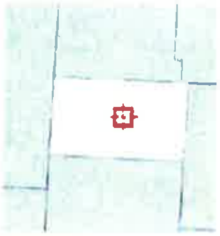
By: JA Miles
Jody Miles, Chief Financial Officer/Senior Vice President

Platte Valley Addition Improvements Redevelopment Plan
Attachment 1
Aerial Maps of Project Site

Beacon™ Scotts Bluff County, NE



Overview



Legend

Subdivisions

Roads

Date created: 4/29/2019

Developed by Schneider GEOSPATIAL

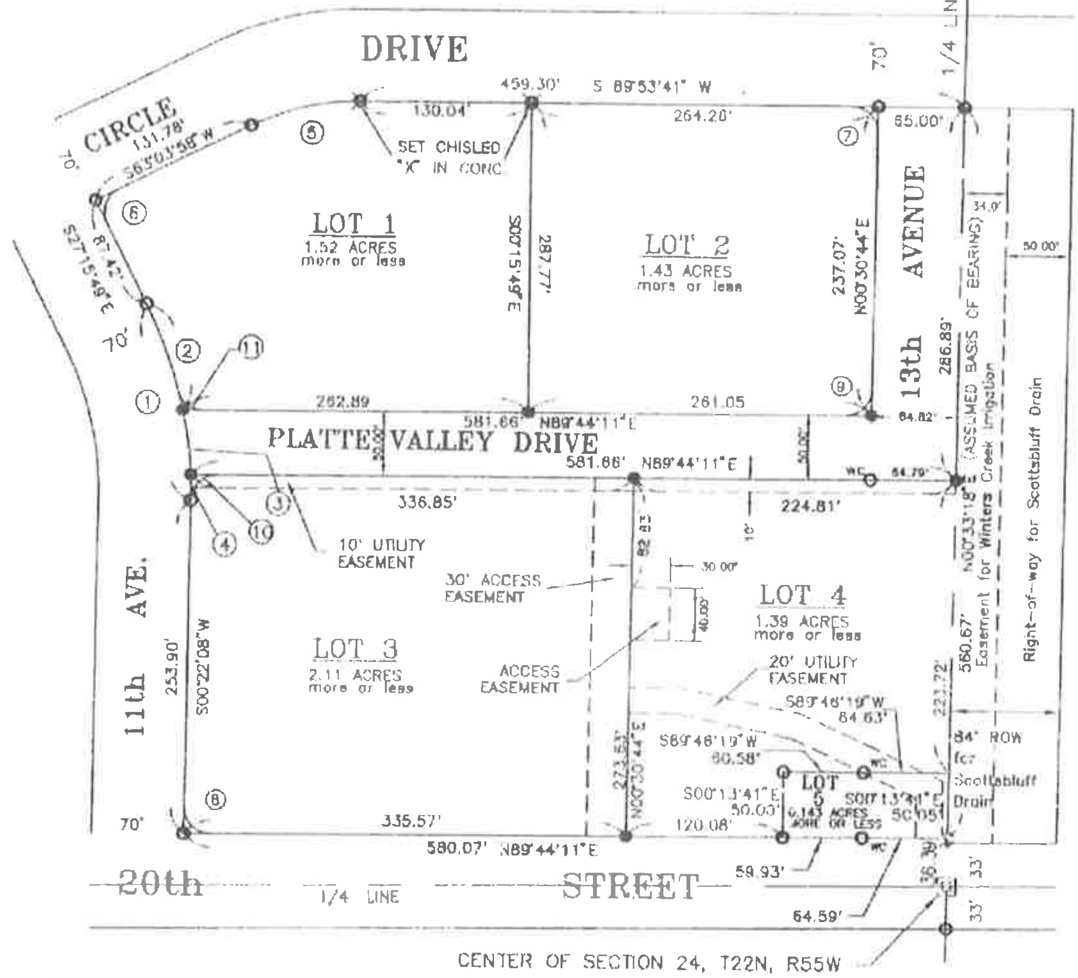

Reports
Select a report to run
Select...
Loading Report
Close Reports
Welcome back! The map layers menu is now located here
10TH AVE
CIRCLE DR
CIRCLE DR
CIRCLE DR
11TH AVE
13TH
PLATTE VALLEY DR
PLATTE VALLEY DR
11TH AVE
E 20TH ST
E 20TH ST
E 20TH ST
E 20TH ST
Beehive

Platte Valley Addition Improvements Redevelopment Plan
Attachment 2
Plats of Project Site

3904

FINAL PLAT OF
LOTS 1, 2, 3, 4 & 5
BLOCK 1, PLATTE VALLEY ADDITON
TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA

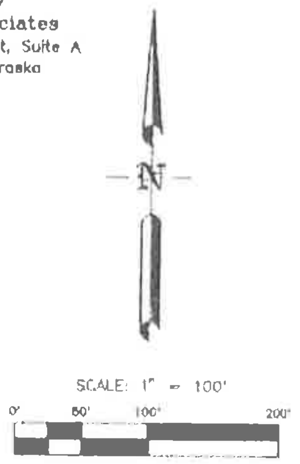
Owners:
Mr. Scobie I. Arnott,
Platte Valley National Bank – H. H. Kosman President
Kosman Inc. -- Jane D. Kosman President
City of Scottsbluff, Scotts Bluff County, Nebraska – Mark Harris, Mayor



LEGEND:

- O FOUND 5/8" REBAR
- ● SET 5/8" X 36" REBAR
- ⊠ FOUND CHISELED "X" IN CONCRETE
- WC WITNESS CORNER

Prepared by
Baker & Associates
120 East 16th Street, Suite A
Scottsbluff, Nebraska



CURVE DATA:

Curve	Δ	R	T	L
1	27°37'56"	325.05'	79.94'	156.76'
2	15°15'40"	325.05'	43.55'	86.58'
3	08°53'38"	325.05'	25.28'	50.46'
4	3°28'37"	325.05'	9.87'	19.73'
5	26°49'43"	184.65'	44.04'	86.46'
6	90°19'47"	20.00'	20.12'	31.53'
7	90°37'03"	20.00'	20.22'	31.63'
8	90°37'57"	20.00'	20.22'	31.64'
9	89°13'27"	20.00'	19.73'	31.15'
10	89°28'02"	20.00'	19.80'	31.22'
11	75°33'12"	20.00'	15.50'	26.37'

APRIL, 1996

Inst 2003 - 01719

RECORDED

NUM PAGES 2
DOC TAX ____ PD ___ CHG ___ RET ___
FEES 11.50 PD ___ CHG ___ RET ___
TOTAL
CK NUM ck 11.50 BY
BY
REC'D Baker & Associates

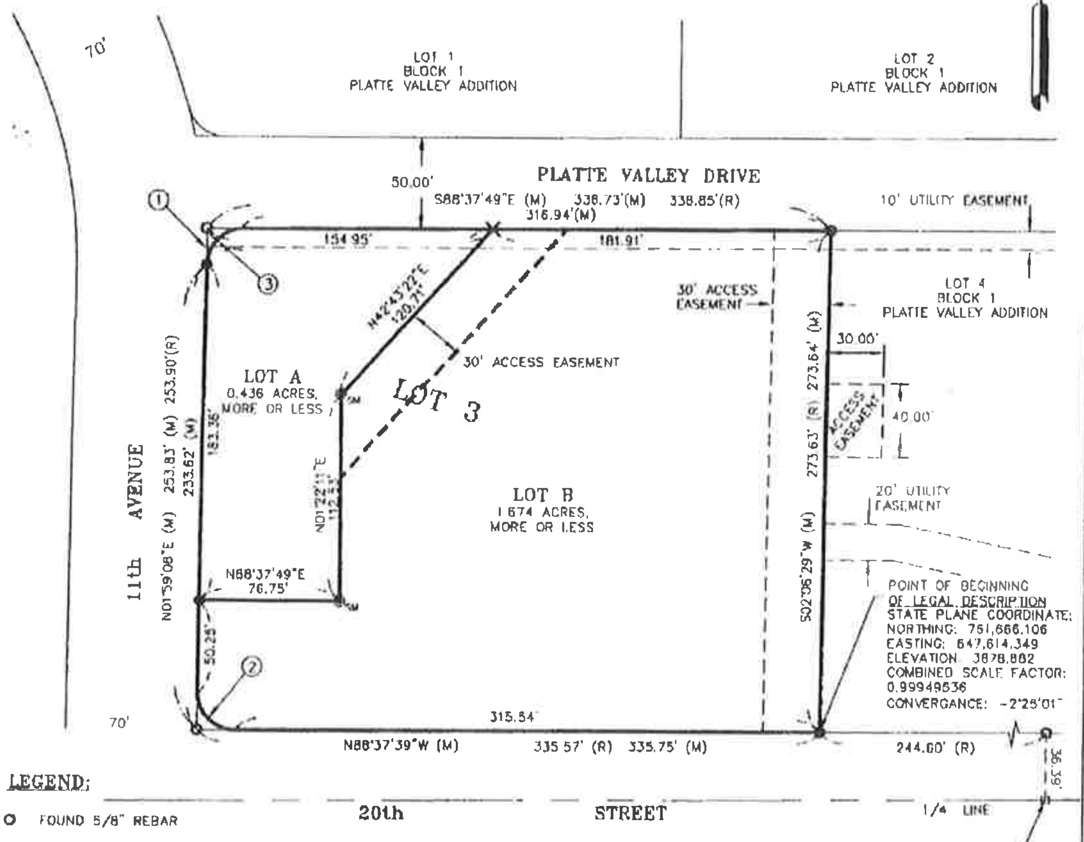
UNO INDEX
COMPUTER
PICTURED
IMAGED

10

PAGE 1 OF 2

FINAL PLAT OF LOTS A AND B, SUBDIVISION OF LOT 3, BLOCK 1, PLATTE VALLEY ADDITION

TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA



LEGEND:

- O FOUND 5/8" REBAR
- ● SET 3/4" X 36" REBAR
- ⊚SM SET "SURVEY MARK" NAIL
- X SET CHISELED 'X' IN CONCRETE

CURVE DATA:

(1)
Δ = 3°29'18"
R = 325.05'
T = 9.90'
L = 19.79'
Long Chord Bearing = N00°31'48"W
Long Chord Distance = 19.79'

(2)
Δ = 90°36'45"
R = 20.00'
T = 20.21'
L = 31.63'
Long Chord Bearing = N43°19'17"W
Long Chord Distance = 28.44'

(3)
Δ = 89°23'05"
R = 20.00'
T = 19.79'
L = 31.20'
Long Chord Bearing = N46°40'38"E
Long Chord Distance = 28.13'

AutoCAD File 204-012 REPLAT.DWG

Owner:
Platte Valley National Bank - H. H. Kosman President

Legal Description:

Lots A and B, Subdivision of Lot 3, Block 1, Platte Valley Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 4, Block 1, Platte Valley Addition, said point being the POINT OF BEGINNING of this description and being on the Northerly Right-of-way (ROW) line of 20th Street; thence N88°37'39"W on the said Northerly ROW line a distance of 315.54 feet; thence continuing on said Northerly ROW line 31.63 feet on a curve to the right, said curve having a radius of 20.00 feet, an included angle of 90°36'45", with a long chord bearing of N43°19'17"W for a distance of 28.44 feet, to a point on the Easterly ROW line of 11th Avenue; thence N01°59'08"E on said Easterly ROW line a distance of 233.62 feet; thence continuing on said Easterly ROW line 31.20 feet on a curve to the right, said curve having a radius of 20.00 feet, an included angle of 89°23'05", with a long chord bearing of N46°40'38"E for a distance of 28.13 feet, to a point on the Southerly ROW line of Platte Valley Drive; thence on said Southerly ROW line S88°37'49"E a distance of 316.94 feet to the Northwest corner of said Lot 4; thence on the Westerly line of said Lot 4 S02°08'29"W a distance of 273.84 feet to the point of beginning, containing 2.110 acres more or less.

SCALE: 1" = 60'

0' 30' 60' 120'

Prepared by
Baker & Associates, Inc.
Engineers Planners Consultants
Scottsbluff, Nebraska
January, 2003

Platte Valley Addition Improvements Redevelopment Plan
Attachment 3
Community Room Parking Lot

Platte Valley Addition Improvements Redevelopment Plan
Attachment 4
Site Plans

PROJECT: PLATTE VALLEY BANK
MAIN CAMPUS PARKING
LOT IMPROVEMENTS
REMOVAL PLAN

CLIENT: PLATTE VALLEY BANK

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

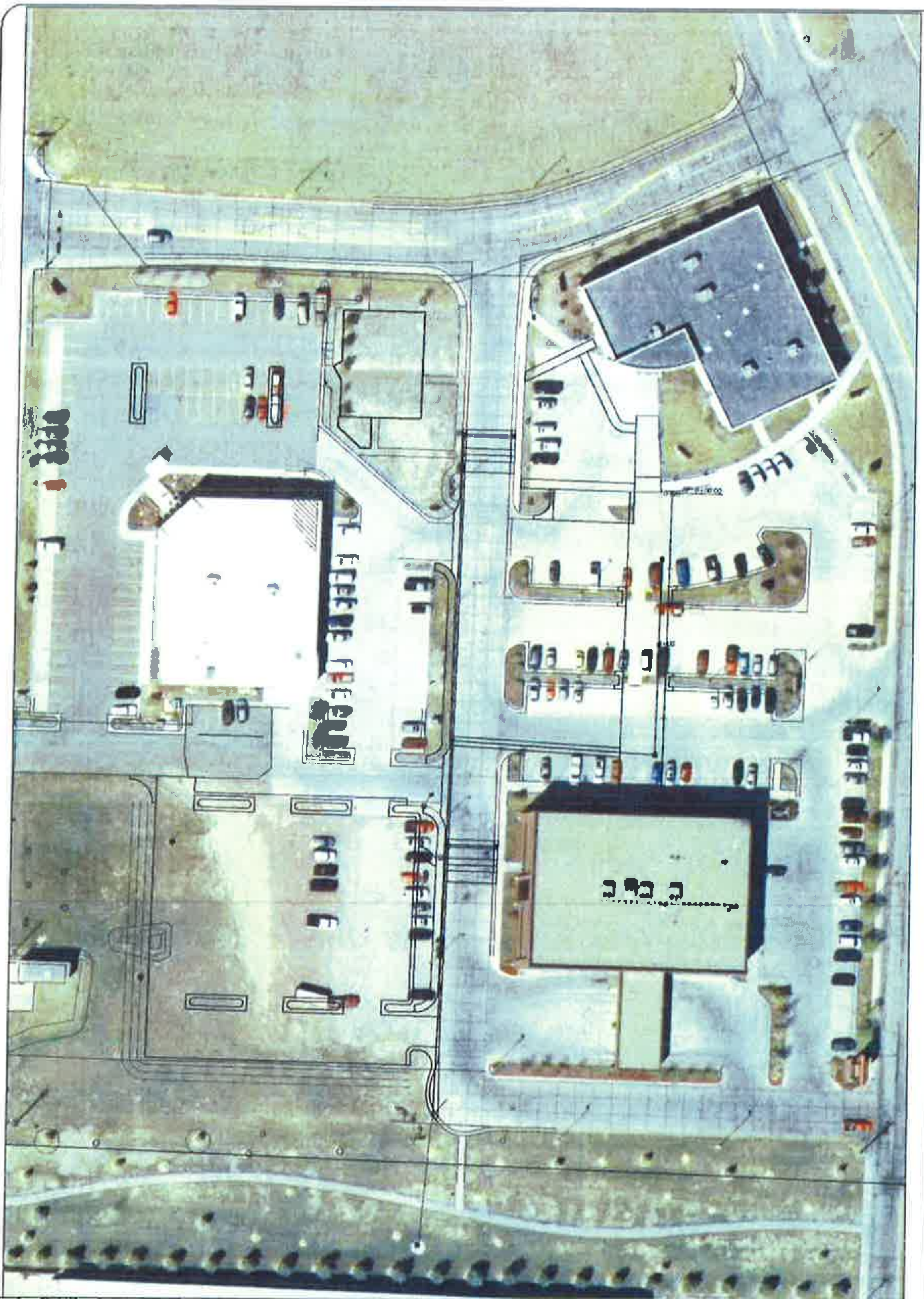
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT NUMBER: RM180332-00
PROJECT DATE: 03-26-19
PROJECT MGR: DJD
PROJECT TEAM: AV/GS

SEAL

DATE | REVISION

SHEET 1 OF 2
REM-1



PROJECT: PLATTE VALLEY BANK
MAIN CAMPUS PARKING
LOT IMPROVEMENTS
CONSTRUCTION PLAN

CLIENT: PLATTE VALLEY BANK

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT NUMBER: [illegible]
PROJECT DATE: 03-26-19
PROJECT MGR: D.J.D
PROJECT TEAM: A.V./C.S

SEAL

DATE: REVISION

SHEET 2 OF 2
C-1

Platte Valley Addition Improvements Redevelopment Plan
Attachment 5
Cost Benefit Analysis

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN

Platte Valley Addition Improvements Project
By: Platte Valley Bank

Cost Benefit Analysis

A. Tax Revenues and Tax Shifts Resulting from the Division of Taxes. Real estate taxes from the base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The base value of the Project Site is $7,135,402.00 which produces an annual real estate tax of approximately $148,264.38. The tax increment revenues created by the Project after final completion are estimated at approximately $41,000.00 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 will not be available to local taxing jurisdictions for up 15 years after the effective date of the division of taxes, or earlier if the TIF Revenues pay off the TIF Indebtedness early. 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, as set forth in the Redevelopment Plan.

B. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval. The Project includes storm water drainage improvements, sidewalk improvements, and public street improvements on and around Platte Valley Drive. The Project also includes improved parking for PVC's Community Room which will be available for a wide variety of community events, organization meetings, trainings, and other functions. No additional local tax impacts, except those identified in section A above, will result from the Project.

C. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area. The Redeveloper's improvements on the Project Site have assisted Platte Valley Companies in retaining locally its jobs in its Operations Center. Current employment on the Project Site is 139 employees and the improvements will allow for 10-15% growth.

D. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area. No negative impacts on other employers and employees in the area are expected.

E. Impacts on Student Populations of School Districts within the City. No negative impacts on the student population at Scottsbluff Public Schools are expected.

F. Other Impacts.

- The Plan will result in a Community Center for use by community organizations.
- The Redeveloper has used and is using local contractors for the redevelopment.
- The improvements will enhance pedestrian safety around the Project Site.

RESOLUTION 5-13

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan titled *Platte Valley Addition Improvements Project* by Platte Valley Bank (the "Redevelopment Plan") has been submitted to the Planning Commission.

b. The Planning Commission has reviewed the Redevelopment Plan as to its conformity with the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan").

Resolved:

1. The Planning Commission finds that Redevelopment Plan conforms to the Comprehensive Plan and recommends approval of the Redevelopment Plan to the Scottsbluff Community Redevelopment Authority and City Council.

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

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

PASSED and APPROVED on May 13, 2019

PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA

By: ______________________
Chair

ATTEST:

By: Gary Batt
Recording Secretary

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

Attorneys at Law

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Steven W. Olsen
Kent A. Hadenfeldt
John L. Selzer
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Jonathan C. Hunzeker*
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John A. Selzer, Of Counsel
Steven C. Smith, Of Counsel

Robert G. Simmons, Jr. (1918-1998)
John F. Simmons, Retired

ALLIANCE OFFICE
129 East 5th Street
Alliance, NE 69301
(308) 761-0474

Please Direct All Correspondence
To Scottsbluff Office

To: City of Scottsbluff Community Redevelopment Authority
From: John L. Selzer, Deputy City Attorney
Date: May 14, 2019
Re: Platte Valley Addition Improvements Project

Introduction: At your May 16, 2019 meeting, you will consider a resolution regarding the Redevelopment Plan for the Platte Valley Addition Improvements Project submitted by Platte Valley Bank (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 May 20, 2019. If the City Council approves the Plan, then the CRA and Redeveloper will enter into a redevelopment contract to implement the Plan.

Attached with this letter are: (1) the Plan; (2) a draft of the resolution you will consider on May 16, 2019; (3) the Planning Commission's resolution regarding the Plan, dated March 13, 2019; and (4) a proposed cost-benefit analysis for the Project. 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 legally described as follows: Lots 1, 2, and 4, Block 1 Platte Valley Addition and Lots A and B, Subdivision of Lot 3, Block 1, Platte Valley Addition, in the City of Scottsbluff, Scotts Bluff County, Nebraska.

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Northeast District and in the Highway 26 Commercial neighborhood. Themes of the Northeast District include major office opportunities in major arterials, strong civic groups, available resources, and civic events. A principle of interconnection includes enhanced employment centers set back from the highway and accessible from residential areas and main thoroughfares. The Highway 26 Commercial neighborhood contemplates daytime and nighttime activities, both personal and commercial vehicle use, formalized pedestrian facilities, and enforced aesthetic and landscaping standards.

The Project Site is zoned as C-2 (Neighborhood Commercial), which includes banks and office and professional services as permitted uses. Thus, no zoning changes are necessary.

The Planning Commission found that the Plan conforms to the Comprehensive 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 4 of the Plan.

Sincerely,
SIMMONS OLSEN LAW FIRM, P.C., L.L.O.

/s/ John L. Selzer

John L. Selzer

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN
Platte Valley Addition Improvements Project
By: Platte Valley Bank

Cost Benefit Analysis

A. Tax Revenues and Tax Shifts Resulting from the Division of Taxes. Real estate taxes from the base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The base value of the Project Site is $7,135,402.00 which produces an annual real estate tax of approximately $148,264.38. The tax increment revenues created by the Project after final completion are estimated at approximately $41,000.00 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 will not be available to local taxing jurisdictions for up 15 years after the effective date of the division of taxes, or earlier if the TIF Revenues pay off the TIF Indebtedness early. 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, as set forth in the Redevelopment Plan.

B. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval. The Project includes storm water drainage improvements, sidewalk improvements, and public street improvements on and around Platte Valley Drive. The Project also includes improved parking for PVC's Community Room which will be available for a wide variety of community events, organization meetings, trainings, and other functions. No additional local tax impacts, except those identified in section A above, will result from the Project.

C. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area. The Redeveloper's improvements on the Project Site have assisted Platte Valley Companies in retaining locally its jobs in its Operations Center. Current employment on the Project Site is 139 employees and the improvements will allow for 10-15% growth.

D. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area. No negative impacts on other employers and employees in the area are expected.

E. Impacts on Student Populations of School Districts within the City. No negative impacts on the student population at Scottsbluff Public Schools are expected.

F. Other Impacts.

- The Plan will result in a Community Center for use by community organizations.
- The Redeveloper has used and is using local contractors for the redevelopment.
- The improvements will enhance pedestrian safety around the Project Site.

.

Approved by the Scottsbluff Redevelopment Authority on May ____, 2019

____
Vice-Chair

Attest:
____
Secretary

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 *Platte Valley Addition Improvements* project submitted by Platte Valley Bank (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, 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 has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as set forth in this Resolution.

Resolved:

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

2. The CRA has conducted a cost benefit analysis for the project in accordance with 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 Vice 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 owns the project area so no property acquisition is contemplated under the Plan; (b) the estimated cost of preparing the project area for redevelopment is $52,467.00, which entails concrete and asphalt demolition to prepare the project area for the improvements contemplated under the Plan; (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 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 along with the recommendation of the Planning Commission shall be forwarded to the City Council for its consideration when reviewing the Redevelopment Plan.

6. All prior resolutions of the 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 May ___, 2019

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF

ATTEST:

____
Vice Chair

____
Secretary

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 Platte Valley Bank, a Nebraska State Banking Corporation ("Redeveloper").

RECITALS

A. The City Council of the City of Scottsbluff ("City Council" and "City" respectively) has declared the Site (as defined below) blighted and substandard as defined in the Nebraska Community Development Law, NEB REV. STAT. § 18-2101 et seq, (the "Act").

B. After a positive recommendation by the Planning Commission of the City, the Authority and City Council approved and adopted the Redevelopment Plan ("Plan") submitted by the Redeveloper. The Plan is incorporated into this Redevelopment Contract by this reference.

C. This Redevelopment Contract has been prepared according to the Act in order to implement the Plan submitted by the Redeveloper.

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

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

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

a. "Contract" shall mean this Redevelopment Contract and all amendments, modifications, and extensions hereto.

b. "Holder(s)" means the registered owner or owners of the Indebtedness issued by the Authority.

c. "Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority pursuant to this Contract to provide financing for the Project Costs (as defined below) and secured in whole or in part by TIF Revenues (as defined below). The Indebtedness as initially issued by the Authority shall consist of the Authority's Tax Increment Financing Note to be issued on the terms described in Schedule C.

d. "Project" shall mean the Project as defined in the Plan.

e. "Project Costs" shall mean the costs for those activities described on Schedule B and reimbursable to Redeveloper under the Act. The amount of the Project Costs shall be the amount actually incurred by the Redeveloper for such activities, and the estimates set forth on Schedule B are provided for budgeting purposes only.

f. "Public Improvements" shall include, without limiting the generality of the description for public improvements, all improvements related to the Project required by the City to be completed, which may be on City property or in the City right of way, and/or relating to City services, utilities, or infrastructure.

g. "Resolution" shall mean any Resolution of the Authority authorizing the issuance of the Indebtedness and/or approving this Contract.

h. "Site" shall mean the real estate legally described on Schedule A together with all buildings, improvements and fixtures located thereon and portions of the adjacent public right of way and property 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 State Banking Corporation duly organized and existing under the laws of the State of Nebraska.

b. The execution and delivery of this Contract and the consummation of the transactions contemplated under this Contract will not conflict with or constitute a breach of or default under any contract to which Redeveloper is a party or by which it is bound.

c. There is no litigation pending and to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the Project or this Contract.

d. The Project as set forth in the Plan would not be economically feasible or occur in the project area without tax increment financing.

e. The Redeveloper shall only use funds granted by the Authority for the purposes set forth in the Act.

f. Redeveloper acknowledges that interest on the Indebtedness is not tax-exempt interest under state or Federal law.

g. Redeveloper acknowledges and represents that it has been advised that the Indebtedness, including any note or bond, is not registered under the Securities Act of 1933, as amended, and that the Authority is not presently required to register under Section 12 of the Securities and Exchange Act of 1934. The Redeveloper therefore recognizes that if and when the Redeveloper may wish to sell or resell the Indebtedness as held by it there may not be any available current business and financial information about the Authority or the Project. Further, the Redeveloper realizes that no trading market presently exists or is ever expected to exist for the Indebtedness. The Redeveloper understands that it may need to bear the risks of an investment in the Indebtedness for an indefinite period of time, since any sale prior to maturity of the Indebtedness may not be possible or may be at a price below that which the Redeveloper is paying for the Indebtedness.

h. The Redeveloper has conducted its own investigation and has undertaken the responsibility to verify the accuracy and completeness and truth of any statement made or omitted to be made concerning any of the material facts relating to the Indebtedness and the Project and transactions relating thereto.

i. The Redeveloper is acquiring the Indebtedness for its own account for investment and not with a view for resale or distribution, except that the Redeveloper may assign the Indebtedness to the Redeveloper's lender, provided that such lender shall first acknowledge the Redeveloper's investor related representations substantially the same as set forth in Section 3 of this Contract. The Redeveloper has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Indebtedness, has financial resources sufficient to sustain the risks related to holding the Indebtedness, and is aware of the intended use of the proceeds and the risks involved therein.

j. The Redeveloper has been offered an opportunity to ask questions of and receive answers from the Authority and the officers of the Authority concerning the terms and conditions of the Indebtedness and to obtain any additional information on the status of the Project and to obtain any additional financial information and documentation necessary to supplement or clarify the information provided to the Redeveloper.

k. The Redeveloper understands the liability of the Authority and City shall be limited to the TIF Revenues received by the Authority with respect to the Project available to pay the Indebtedness and the Redeveloper shall look exclusively thereto for the payment on the Indebtedness.

l. The Redeveloper acknowledges that the Indebtedness has been set based on estimates and assumptions including expectations as to the completion of construction and valuations suggested by the Redeveloper, which may alter substantially and materially, and/or certain costs of the Project to be incurred by the Redeveloper, and that tax increment revenues may be altered or eliminated entirely based on future decisions of the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions.

m. The Redeveloper acknowledges that the Indebtedness is being purchased in a direct private placement negotiated between the Authority and the Redeveloper in which no broker, dealer, or municipal securities dealer has participated and is therefore not subject to any of the requirements of Rule 15c2-12 of the Securities and Exchange Commission requiring the providing of certain information upon issuance and certain additional information on a periodic basis.

n. The Redeveloper understands that THE INDEBTEDNESS IS A LIMITED OBLIGATION OF THE AUTHORITY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THIS CONTRACT.

o. The Indebtedness does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Authority or City and does not impose any general liability upon the Authority or City. No official of the Authority or City nor any person executing the Indebtedness shall be liable personally by reason of its issuance.

4. Obligations of the Authority: In addition to the Authority's other obligations set forth in this Contract, the Authority shall perform the following obligations.

a. In accordance with Section 18-2147 of the Act, the Authority provides that any ad valorem real estate tax on the Site, for the benefit of any public body be divided for a period of fifteen (15) years after the effective date of this provision, which date shall be determined as follows: The effective date of this provision shall be January 1, 2019 and the taxable base value is anticipated to be January 1, 2018. Provided, however, if there is no substantial increase in valuation between the 2018 and 2019 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, 2020 and the taxable base value shall be January 1, 2019. 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 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: Platte Valley Bank
1212 Circle Drive
Scottsbluff, NE 69361

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

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

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

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

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

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

[THE NEXT PAGE IS THE SIGNATURE PAGE]

Executed this ____ day of ______________, 2019.

CITY OF SCOTTSBLUFF, NEBRASKA COMMUNITY REDEVELOPMENT AUTHORITY

____
Joanne Phillips, Vice Chair

ATTEST:

____
Secretary

Platte Valley Bank

By____________________________

Printed Name:___________________

Title:__________________________

STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF) ss.

The foregoing Redevelopment Contract was acknowledged before me this ____ day of __________________, 2019 by Joanne Phillips, the Vice 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 __________________, 2019 by _________________ (name), ___________________ (title), on behalf of Platte Valley Bank, a Nebraska State Banking Corporation.

____
Notary Public

Schedule A
The Site

Lots 1, 2, and 4, Block 1 Platte Valley Addition and Lots A and B, Subdivision of Lot 3, Block 1, Platte Valley Addition, in the City of Scottsbluff, Scotts Bluff County, Nebraska.

Schedule B
Estimated Project Costs

Description	Estimated Cost
Asphalt Demolition (Lot B)	$ 33,967.00
Concrete Demolition (Drainage Improvements Prep)	$ 18,500.00
Drainage Improvements	$ 79,000.00
Raised Crosswalk (Platte Valley Drive)	$ 65,250.00
Sidewalk/Curb & Gutter/Handicap Ramp (Platte Valley Drive)	$ 47,500.00
Lighting	$ 48,000.00
Engineering	$ 17,135.00
Plan Preparation/Legal	$ 10,000.00
TOTAL	$ 319,352.00

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, 2033 (or December 31, 2034 depending on the effective date as set forth in Section 4).
4.	Payments:	Semi-Annually on June 15 and December 15 of each year, with payments limited to TIF Revenues received.
5.	Date of Issuance:	At Redeveloper’s request as agreed to by the Authority, but subject to the terms of the Contract.

Schedule D
Fee

1. Processing Fee: $5,000.00
2. Administrative Fee $5,000.00

RESOLUTION NO. CRA______________

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

Recitals:

a. According to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan for the *Platte Valley Addition Improvements* project submitted by Platte Valley Bank (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 Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan. The Planning Commission recommended approval of the Redevelopment Plan to the Authority and City Council.

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

d. The City Council is scheduled to hold a public hearing regarding and review and analyze the Redevelopment Plan, and consider the Redevelopment Plan for approval at its regular meeting scheduled for May 20, 2019.

d. The Authority and Platte Valley Bank (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 Vice 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 Vice Chair may make changes and amendments to the Contract and take all actions and execute all documents which the Vice 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 (Platte Valley Addition Improvements)" (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 Vice 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, 2033 (or later date as set forth in the Contract), and shall bear interest in the amount of 6.5% 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 Vice 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

____
Vice 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 TRESURER IS PROHIBITED FROM REGISTERING THE OWNERSHIP OR TRANSFER OF OWNERSHIP OF THIS NOTE TO ANY PERSON WITHOUT RECIEPT OF AN EXECTUED INVESTOR LETTER AS REQUIRED UNDER THE TERMS OF SAID RESOLUTION.

**TAX INCREMENT FINANCING NOTE (Platte Valley Addition Improvements)
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 (Not to Exceed $____________.)

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 June 15 and September 15 of each year, commencing June 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 ______________ 2019, 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 Platte Valley Bank dated ______________________ (the "**Contract**"). This Note has been authorized the by the Authority to aid in financing a redevelopment project.

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 Vice 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)
Vice Chair

By: (manual signature)
Secretary

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SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT
TAX INCREMENT FINANCING NOTE (Platte Valley Addition Improvements)
COMMUNITY REDEVELOPENT 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, May 16, 2019

Regular Meeting

Item Aulick1

Review Aulick Industries Office and Truck Shop Redevelopment Plan Modification and forward to Planning Commission.

Staff Contact: Starr Lehl

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN MODIFICATION

Aulick Industries Office and Truck Shop
By: AKAJRV 314, LLC (successor in interest to HVS, LLP) and
Original Equipment Co. d/b/a Aulick Industries

1. Introduction/Executive Summary

AKAJRV 314, LLC (successor in interest to HVS, LLP) and Original Equipment Co. d/b/a Aulick Industries (together, the "Redeveloper") submit this Redevelopment Plan Modification ("Modification") 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"), pursuant to the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*

This Modification modifies the Redevelopment Plan ("Plan") submitted by Redeveloper which was approved by the City on April 15, 2019.

The Plan stated that "The Redeveloper may wish to modify this Plan in the event additional property can be acquired related to this redevelopment." The Modification provides for additional site acquisition and lighting on the additional site to be paid for by tax increment financing. The additional site will be used for trailer parking and other equipment storage, which will allow for the property clearance, redevelopment, and use of the existing Project Site as Redevelopers' Office and Truck Shop.

This Modification addresses the modifications to the original Plan. This Modification shall be interpreted to supplement, not supersede, the original Plan.

2. Supplemented Statutory Elements

A. ***Boundaries of the Project Site:*** The Project Site is located at 709 W. South Beltline Highway, Scottsbluff, Nebraska and adjacent property to the northeast. The legal description of the Project Site is:

> Block 3, Marvin Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT that part deeded to the State of Nebraska in Deed Book 152, Page 293 of the records of Scotts Bluff County, Nebraska.
>
> And
>
> Lot 3, Block and all of Block 4, Panhandle Cooperative Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska (the "added area")

Aerial maps of the added area to the Project Site are attached as Attachment 1.

B. ***Land Acquisition:*** AKAJRV 314, LLC will privately acquire the added area as part of this Plan.

C. ***Land Uses:*** The added area will be used for trailer parking and other equipment storage, which will allow for the property clearance, redevelopment, and use of the existing Project Site as Redevelopers' Office and Truck Shop. Privacy fencing and lighting will also be constructed on the added area for security purposes and to accommodate surrounding landowners.

D. ***Existing Uses and Condition:*** The added area is currently vacant, unused land.

E. ***Zoning Changes:*** Lot 3, Block 3 of the added area is zoned PBC (Planned Business Center). Block 4 of the added area is zoned as C-2 (Neighborhood and Retail Commercial) which incudes equipment rental and sales yard. The added area is adjacent to the original Project Site, which is zoned as C-3. Thus, rezoning the added area to C-3 to be consistent with the entire Project Site may be necessary during implementation of this Plan. The Redeveloper understands that rezoning is subject to the necessary processes and approvals by the City.

F. ***Project Costs:*** Below are the portions of the project, and estimated costs, which the Redeveloper proposes to be paid for with TIF Revenues (additional estimates are being obtained for lighting in the added area):

Description	Estimated Cost
Site Acquisition (added area):	$ 200,000.00
Site Preparation	
Compacted Fill	$ 66,000.00
Demolition	
Site Concrete	$ 91,000.00
Storm Drain	$ 8,000.00
Building	$ 30,000.00
Storm Drain Construction	$ 16,000.00
Sanitary Lines	$ 20,000.00
Water Service	$ 7,200.00
Lighting	$ 96,000.00
Landscaping Highway ROW	$ 30,000.00
Geo Tech/Civil Engineering	$ 45,000.00
Plan Preparation/Legal	$ 10,000.00
TOTAL	$ 619,200.00

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.

Dated:________________________

AKAJRV 314, LLC

By:__________________________________

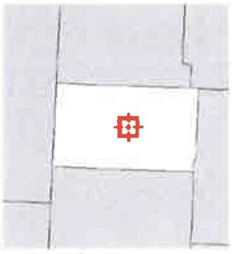
Original Equipment Co. d/b/a Aulick Industries

By:__________________________________

Aulick Industries Office and Truck Shop Redevelopment Plan Modification
Attachment 1
Aerial Maps of Added Area to Project Site

Beacon™ Scotts Bluff County, NE

Overview



Legend

- Parcels
- Subdivisions
- Roads

Parcel ID	010248161	**Alternate ID**	n/a	**Owner Address**	PANHANDLE COOP ASSN
Sec/Twp/Rng	26/22/55	**Class**	n/a		401 S BELTLINE HIGHWAY
Property Address		**Acreage**	n/a		SCOTTSBLUFF NE 69361
District	n/a				
Brief Tax Description	LT 3, BLK 3, PANHANDLE COOPERATIVE SUB				
	(Note: Not to be used on legal documents)				

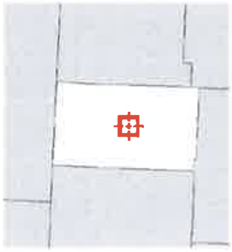
DISCLAIMER: This map measurement's and all associated data are approximate and not to be used for any official purposes. Scotts Bluff County assumes no liability associated with the use or misuse of this information.

Date created: 5/13/2019

Developed by Schneider GEOSPATIAL

Beacon™ Scotts Bluff County, NE

Overview



Legend

- Parcels
- Subdivisions
- Roads

Parcel ID	010248188	**Alternate ID**	n/a	**Owner Address**	PANHANDLE COOP ASSN
Sec/Twp/Rng	26/22/55	**Class**	n/a		401 S BELTLINE HIGHWAY
Property Address		**Acreage**	n/a		SCOTTSBLUFF NE 69361

District n/a

Brief Tax Description BLK 4, PANHANDLE COOPERATIVE SUB
(Note: Not to be used on legal documents)

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: 5/15/2019

Developed by Schneider GEOSPATIAL

City of Scottsbluff, Nebraska
Thursday, May 16, 2019
Regular Meeting

Item 1

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

Staff Contact: