

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

Regular Meeting
October 10, 2018
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. 5. Minutes
 - a) Approve the Minutes of the September 14, 2018 Meeting.
6. 6. East Overland Facade Grant Program
 - a) Review Changes to East Overland Facade Grant Program.
7. 7. Scottsbluff Infrastructure Agency Interlocal Cooperation Agreement with the City of Scottsbluff
 - a) Review and Approve Agreement.
8. 8. Staff Reports
 - a) Report
9. 9. Other Business
 - a) Business
10. Closed Session (to consider any of the above matters, where a Closed Session is appropriate). Following passage of motion to enter into executive session, presiding officer must state purpose.
 - a) Executive Session if necessary.
11. Adjournment.

City of Scottsbluff, Nebraska
Wednesday, October 10, 2018
Regular Meeting

Item 1

Approve the Minutes of the September 14, 2018 Meeting.

Staff Contact: Starr Lehl

City of Scottsbluff
Community Redevelopment Authority
September 14, 2018

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

Notice of the meeting was published in the Star-Herald on September 11, 2018.

The meeting convened at 12:00 p.m. by Chairman Trumbull. Roll call was taken. The following committee members were present: Bill Trumbull, William Knapper, Cathy Eastman, Robert Franco, Absent, Joanne Phillips. In attendance on behalf of the city were City Manager, Nathan Johnson and Economic Development Director, Starr Lehl and legal counsel, John Selzer.

Chairman Trumbull called the meeting to order at 12:06 p.m. and informed those in attendance that a copy of the Nebraska Open meeting s 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 Knapper, second by Franco to approve the minutes from the August 1, 2018 meeting. "Yeas" Knapper, Franco, Trumbull, Eastman. "Nays", none, absent Phillips.

Chairman Trumbull stated the reason for the meeting was to wrap up the East Overland Project and reported that there has been a significant change to the East Overland Corridor because of the program. Economic Development Director Lehl reported all receipts had now been turned in from the last three applicants and the final amounts would appear on the claims for the upcoming city council meeting on September 17th. Lehl also reported over a million dollars had been spent by property owners matched with the city's \$153,000 and the return on investment was better than originally expected and far exceeded original plans. City Manager Johnson mention one of the applicants, El Molcajete had gone above and beyond with improvements to the inside of their building and also had some much needed HVAC work done on the property. Chairman Trumbull felt that the program needed to get better/more publicity and thanked Lehl for her work on the project. Lehl said she would write a news release and get it out to the media.

Chairman Trumbull said he would like to get input from the CRA members about the East Overland Program and how it could be improved if the opportunity arose to repeat the program. Trumbull opened the floor for comments regarding the program. Franco commented that the fact the funds are to be "matching" funds and the property owner has financial responsibilities as well and to do a better job educating property owners what is expected of them. Chairman Trumbull would like to see an announcement about the program and at that time relay to the applicants that the city requires legitimate bids for the work to be done and establish a timeline to monitor the projects requiring progress reports and updates on the projects. Lehl recommended that there be a timeline to apply to allow the members to look at all of the applications at once and determine the applicants with the most viable and complete application. Franco also mentioned a contingency plan in the case applicants are unable to fulfill their obligation to ensure all of the money is spent on East Overland. City Manager Johnson reported there has been \$100,000 set aside in the pending upcoming budget for the East Overland Corridor and Lehl would be working on securing some matching money to be able to assist more property owners. Chairman Trumbull asked about implementing a demolition program with respect to some of the properties along the East Overland Corridor and how a program like that may look and how it could be implemented and also when the funds may become available. Lehl is to amend

the current East Overland Façade Improvement Grant Program Guidelines and Application and get the information to the CRA.

The next agenda item was an update on LB357 and Lehl reported that there is a citizen's group being headed up by Howard Olsen is working on some marketing materials in order to educate the public about the ballot issue in the upcoming election. Selzer explained the role of the CRA in the process and the interlocal agreement process. Johnson said the plan is to have a public meeting to educate citizens about the ballot measure on the fifth Monday, October 29th to be held at city hall or the library. Selzer told CRA members that the use of public funds is prohibited to promote and/or campaign to promote the ballot issue but they could support it individually if they so choose and be a part of the education process by attending public meetings and answering questions from the public. Johnson would like to have the interlocal agreement to the city council in time for the October 15th meeting, so the CRA would need to hold a meeting prior to that in order to review the agreement and forward on to city council for approval. A meeting date of October 10th was discussed and Lehl will get information out to the CRA members prior to the meeting. Additional discussion was held regarding the details of the LB357 ballot issue and what was included in the measure when it came to an aquatics center, pathway completion and street improvements.

Motion by Franco, second by Eastman to adjourn the meeting "Yeas", Eastman, Knapper, Franco, Trumbull. "Nays", none, absent, Phillips.

Nathan Johnson

Starr Lehl

City of Scottsbluff, Nebraska
Wednesday, October 10, 2018
Regular Meeting

Item 1

Review Changes to East Overland Facade Grant Program.

Staff Contact: Starr Lehl



CITY OF SCOTTSSLUFF

EAST OVERLAND FAÇADE IMPROVEMENT GRANT PROGRAM

The City of Scottsbluff has committed ~~\$153,500~~ \$100,000 to a program for façade improvements ~~in along~~ the East Overland ~~corridor business district~~. Grants will be available to all properties, residential and commercial, that are located along East Overland. The grant funds must be used to improve the appearance of the exterior of the property. Program guidelines are below:

1. Grant amount: Minimum grant amount is \$100, and maximum grant amount is \$10,000 per property.

2. Required cash match: The property owner is required to match every dollar of grant money with one dollar of their own funds. Grant funds must be spent on the exterior of the property.

~~Match~~ Matching funds may be spent on the exterior or the interior of the property.

Eligible improvements ~~improvements~~ that may be ~~funded~~ supported by grant funds or matching funds include, but are not limited to:

- | | | |
|------------------------|------------------------------|------------------|
| -Paint (exterior only) | -Roof Repairs | <u>- Siding</u> |
| -Masonry | -Sidewalk repair | <u>- Awnings</u> |
| -Signage | -Windows | <u>- Doors</u> |
| -Landscaping | <u>- Parking Lot Repairs</u> | |

Improvements that may be funded by match funds only include, but are not limited to:

- | | |
|--|---------------------------------|
| -Insulation/energy efficiency improvements | -Parking lot improvements |
| -Paint (interior or exterior) | -Electrical or plumbing repairs |

3. Application period will begin on November 15th and end on December 15th

4. Applicants must have bids or estimates for work to be done at the time of application.

5.3. Funds may not be spent until after an application is approved. Funds spent before approval is granted will not be reimbursed.

6.4. Applicant must keep all receipts for materials and work done and submit to the City in order to be reimbursed. Work must be completed and receipts submitted for reimbursement within 6 months of project approval. Applicants may apply for one 3 month extension if needed to complete the work. The Community Redevelopment Authority (CRA) has the discretion to extend the timeframe on a case by case basis due to extenuating circumstances within the current fiscal year.

7.5. Applications will be reviewed by staff and presented to the City's Community Redevelopment Authority at their monthly meetings. The CRA will make recommendation to the City Council, who has final say in approving projects.

8. Approved applicants must give monthly reports to the city regarding the progress of the project until completed.

~~6. Funds will be disbursed to all qualifying projects on a first come, first serve basis until all allocated funds have been spent. If funds remain after May 31, 2018, property owners may apply for a second grant on each property.~~

9. Application period will begin on November 15th and end on December 15th

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

East Overland Façade Improvement Program Application

Project Information

1. Applicant Name _____
Applicant Address _____
Telephone No. _____
Property Owner (if different than applicant) _____

2. Project Site Address _____

4. Land Use of Project (Circle one)

Residential

Restaurant

Retail

Service

Other (Please specify) _____

5. Utilities (Circle one) Gas Electric Both

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

7. Estimated Project Costs

Exterior Improvements (grant or matching funds) \$_____

Interior Improvements (matching funds only) \$_____

Total \$_____

Grant Funds Requested* \$_____

**Grant funds requested must not exceed matching funds or \$10,000, whichever is less*

**Bids or Estimates must be included at the time of application*

8. Person doing work (if different than applicant)_____

Address_____

Phone No._____

8. Project Construction Schedule (estimated)

Start Date _____

Completion Date _____

To be completed by Staff:

Zoning of Property_____

Square footage of building_____

City of Scottsbluff, Nebraska
Wednesday, October 10, 2018
Regular Meeting

Item 1

Review and Approve Agreement.

Staff Contact: Starr Lehl

SCOTTSSLUFF INFRASTRUCTURE AGENCY INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this “Agreement”) is made between the City of Scottsbluff, Nebraska (the “City”) and the Community Redevelopment Authority of the City of Scottsbluff (the “CRA”). The City and the CRA are collectively referred to as the “Members”. This Agreement establishes a separate legal entity which shall be known as the Scottsbluff Infrastructure Agency (the “Agency”).

Recitals:

a. The City is proposing to increase its municipal sales and use tax at a rate greater than one and one-half percent pursuant to §77-27,142(2) of the Nebraska Statutes (the “Additional Sales Tax”).

b. As per §77-27,142(3)(a), no such tax increase may be imposed unless the City is a party to an interlocal agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. (the “Act”) with a political subdivision within the municipality or the county in which the municipality is located, which interlocal agreement shall create a separate legal entity related to public infrastructure projects.

c. The CRA is a political subdivision within the City and is willing to enter into this Agreement with the City in order to create the Agency. The Members desire to enter into this Agreement for the purposes as provided for in this Agreement.

Agreement:

1. Purpose: The Agency is organized under and governed by the provisions of the Act. The purpose of this Agreement is as follows:

a. to provide for a means for the City and the CRA to gather information related to the impact of infrastructure improvements to municipal roads and streets such as Avenue B, East Overland, West Overland and 20th Street, storm water improvements, a new aquatics center and pathway projects, including Phase 1 and Phase 2 (collectively, the “Infrastructure Projects”) on needed updates to the City’s infrastructure and the removal and eradication of blight and substandard conditions in the City, and making recommendations to the City and the CRA related to such matters.

b. to make efficient use of the powers of the Members by enabling them to cooperate with each other on a basis of mutual advantage with respect to Infrastructure Projects.

c. to provide for the management and appropriate expenditure of funds allocated to the Agency by the City, utilizing a fiscal year budget commencing October 1 and terminating on September 30 of each succeeding year.

2. Effective Date and Duration: This Agreement shall be effective as of December 1, 2018, and shall continue in effect until terminated by the City; provided, however, the City shall not terminate this Agreement: (i) as long as the Additional Sales Tax is in effect, or (ii) until the payment in full of any bonds issued where the Additional Sales Tax is pledged for payment of such bonds and any refunding bonds.

3. Management: The Agency shall be governed by a Board (the “Board”) which shall be made up of five (5) members, as follows:

a. Three (3) of the Board members shall be appointed by the Mayor of the City with the approval of the City Council. The CRA shall appoint two (2) members. Each party may also appoint at least one alternate member to serve on a temporary basis as needed. Board members do not have to be members of the governing body of the respective Agencies, but up to two (2) of the Board members may be City Council Members. The members of the Board shall serve at the pleasure of the appointing party and shall serve until the member resigns or is replaced by the appointing entity.

b. The Board shall elect a Chairperson and a Vice-Chairperson from its members. The Chairperson shall preside at all meetings of the Board. The Vice-Chairperson shall act in the absence of the Chairperson. The Board shall also elect a Secretary, who is not required to be a member of the Board. In the event that the Agency is responsible for any funds, the City Finance Director shall act as Ex Officio Treasurer of the Board.

c. The Board shall meet at such time and place as specified by call of the Chairperson or any two members. The Board may, by resolution or bylaw provide for regular meeting times. The Board shall meet at least once per year. Notice of all meetings shall be given as provided for by Nebraska law for political subdivisions.

d. A majority of the Board, to include at least one member representing each Member, shall constitute a quorum to conduct business at any meeting. The affirmative vote of a majority of those present at a meeting at which a quorum is present, and including the affirmative vote of at least one Board member representing the City, shall be required for the Board to act.

4. Board Duties: The Board shall be responsible for governing the actions of the Agency and expenditures of any funds allocated to the Agency. For the purposes of §77-27,142(3) of the Nebraska Statutes, the Board shall be a separate administrative entity relating to the Infrastructure Projects, to include those made in blighted and substandard areas. The Board shall be responsible for evaluating and making recommendations for long term development of unified governance of the Infrastructure Projects, and at least every five (5) years review the performance of the Infrastructure Projects, including without limitation, the impact of such projects on the removal and eradication of blight and substandard conditions within the City, in addition to any other benchmarks periodically established by the Board or Nebraska Legislature.

The Agency and the Board shall have all powers as are provided for in the Act with respect to its purpose.

5. Funding of the Agency: It is not anticipated that the Agency will be funded initially. The City may, however, in the future fund the Agency from any legal funding source, as determined by the City.

6. Property: All Infrastructure Projects shall be the property of the City. Otherwise, all real and personal property ("Property") contributed to or acquired by the Agency shall be the property of the Agency unless conveyed by the Agency to one of the Members; provided, however, no property shall be conveyed to the CRA without the consent of the City. Upon termination of the Agency, all Property shall be distributed to the City, or as otherwise designated by the City.

7. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed given at the addresses shown below, when (i) personally delivered, (ii) sent by electronic mail to the authorized representative of a Member, (iii) sent by nationally-recognized courier service with proof of delivery, or (iv) sent by registered or certified United States mail, return receipt requested, postage prepaid. A Member may change its email address or mailing address by delivering notice to the other Party. A notice shall be consider effective upon receipt.

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69631
Att: City Manager

Community Redevelopment Authority
of the City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69631
Att: Chairperson

8. Miscellaneous:

a. This Agreement is binding upon and inures to the benefit of the Members and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any Member of its obligations under this Agreement. This Agreement shall not be assignable by either Member without the consent of the other party.

b. The provisions of this Agreement shall be severable. If any of the provisions of this Agreement, or the application of any provision to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions of or applications of this Agreement which can be given affect without the invalid provision or applications.

c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

e. This Agreement shall be construed according to the laws of Nebraska.

f. This Agreement contains the entire agreement of the Members. This Agreement may be amended only in writing signed by both of the Members.

City of Scottsbluff, Nebraska

By _____
Mayor

Attest:

City Clerk

Community Redevelopment Authority of the
City of Scottsbluff, Nebraska,

By: _____
Chairperson

City of Scottsbluff, Nebraska
Wednesday, October 10, 2018
Regular Meeting

Item 1

Report

Staff Contact: Starr Lehl

City of Scottsbluff, Nebraska
Wednesday, October 10, 2018
Regular Meeting

Item 1

Business

Staff Contact: Starr Lehl

City of Scottsbluff, Nebraska
Wednesday, October 10, 2018
Regular Meeting

Item 1

Executive Session if necessary.

Staff Contact: Starr Lehl