

**RESOLUTION NO. 2022-2**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORFOLK, NEBRASKA, AUTHORIZING AND ADOPTING A PROGRAM FOR THE EXPEDITED REVIEW OF CERTAIN TAX INCREMENT FINANCING PROJECTS PURSUANT TO SECTION 18-2155 OF THE NEBRASKA COMMUNITY DEVELOPMENT LAW.**

WHEREAS, the Mayor and City Council of the City of Norfolk, Nebraska (the "Mayor and Council"), duly created the Community Development Agency of the City of Norfolk, Nebraska (the "Agency"), by ordinance for purposes of assisting with redevelopment of blighted and substandard real estate located within the City of Norfolk, Nebraska (the "City"); and to carry out all of the powers of a redevelopment authority provided for under the Nebraska Community Development Law, sections 18-2101, et seq., of the Nebraska Revised Statutes (the "Act"); and

WHEREAS, the Mayor and Council have designated certain portions of the City as blighted, substandard and eligible for redevelopment under the Act; and

WHEREAS, the City has in effect its comprehensive plan for the development of the City;

WHEREAS, section 18-2155 of the Act provides that the Mayor and Council may authorize an expedited review process for redevelopment plans setting forth redevelopment projects that meet certain criteria, as prescribed therein; and

WHEREAS, the Mayor and Council wish to authorize and adopt said expedited review process, in accordance with this Resolution and the Act.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council as follows:

Section 1. The Mayor and Council hereby authorize and adopt the processes providing for the expedited review (the "Expedited Review Process") of tax increment financing redevelopment plans for projects located within a blighted and substandard redevelopment area, and that meet the requirements under section 18-2155(2) of the Act, as may be amended or replaced (an "Eligible Plan").

Section 2. Applicants wishing to utilize the Expedited Review Process shall submit a redevelopment plan containing all required information under section 18-2155(3)(a) of the Act, as may be amended or replaced, on the form provided by the Nebraska Department of Economic Development, along with any building permit or other permits necessary to complete the redevelopment project set forth in the redevelopment plan (the "Redevelopment Project"), to the Finance Officer of the City, or his or her designee. An applicant must be the owner of record of the real property included within the redevelopment plan (the "Record Owner") to be eligible for the Expedited Review Process.

Section 3. The City shall charge a fee in an amount not to exceed the maximum allowable fee under section 18-2155 of the Act, as may be amended or replaced, upon the submission of a redevelopment plan for purposes of the Expedited Review Process.

Section 4. The Finance Officer of the City, or his or her designee, shall review each redevelopment plan submitted for purposes of the Expedited Review Process, and shall either: (i) submit the Eligible Plans that meet all necessary criteria under the Act to the Mayor and Council for review and

approval according to the Act; or (ii) reject any submissions which fail, in the reasonable and informed discretion of the reviewer, to meet the necessary criteria under section 18-2155(2) of the Act, and shall not be required to forward the same to the Mayor and Council. The reviewer shall be authorized to request from the Record Owner such information and documentation required, in the reviewer's reasonable discretion, to support the representations in the redevelopment plan, and a redevelopment plan shall not be considered submitted unless and until the Record Owner complies with the same, as applicable. If a redevelopment plan is rejected for failure to meet the criteria under section 18-2155(2) of the Act, the Record Owner may amend and resubmit the redevelopment plan in accordance therewith for reconsideration.

Section 5. Other than approval of an Eligible Plan by the Mayor and Council, the Agency, or its designee(s), shall oversee and administer the Expedited Review Process, and shall be authorized to adopt policies and procedures related to the same to the extent said policies and procedures are in conformance with the terms and intent of this Resolution and the Act.

Section 6. Following approval of an Eligible Plan by the Mayor and Council, the Agency shall issue a promissory note (the "Promissory Note") to the Record Owner. Such actions by the Agency shall be authorized by the Mayor and Council's approval of an Eligible Plan and may be undertaken administratively without the requirement for further consideration or approval by the Agency. The Promissory Note shall be executed on behalf of the Agency by the Chairperson (Mayor) and Secretary (City Clerk). Upon execution, the Promissory Note shall be registered by the City's Finance Officer, as the Agency's designated "Paying Agent", in the name of the Record Owner. The principal amount of the Promissory Note shall not exceed the excess ad valorem real estate taxes estimated to be generated by the Redevelopment Project, based upon the estimated increase in the assessed value of the area comprising the Redevelopment Project (the "TIF Revenues"), as set forth in the Eligible Plan, for a period of ten (10) years following the Record Owner's submission of the Eligible Plan to the Mayor and Council for approval. The Promissory Note shall bear an interest rate of 0.00 percent per annum. The terms of the Promissory Note shall be controlling and are incorporated as part of this Resolution. The Promissory Note shall be in substantially the following form:

**COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK, NEBRASKA,  
PROMISSORY NOTE FOR EXPEDITED REVIEW REDEVELOPMENT PROJECTS,  
AS AUTHORIZED BY NEBRASKA REV. STAT. § 18-2155**

( \_\_\_\_\_ Redevelopment Project)

\$ \_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED, the undersigned, Community Development Agency of the City of Norfolk, Nebraska (hereinafter known as "Agency"), promises to pay to the owner of record ("Holder"), designated on Schedule 1, attached hereto and incorporated herein, of the real property located within the City of Norfolk, Nebraska (the "City"), with an address of \_\_\_\_\_, and as legally described on Schedule 2 (the "Property"), attached hereto and incorporated herein, the principal sum of \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_), together with interest thereon at the rate of 0.00% per annum, in accordance with that certain Redevelopment Plan for the \_\_\_\_\_ Redevelopment Project, (the "Redevelopment Plan"), passed and approved by the Mayor and City Council of the City, on \_\_\_\_\_, 20\_\_, until the excess ad valorem real property taxes on the Property generated by the redevelopment project set forth in the Redevelopment Plan (the "Redevelopment Project") can no longer be divided for such purposes in accordance with sections 18-2147(3)(a) and 18-2155 of the Nebraska Community Development Law, sections 18-2101, et seq., of the Nebraska Revised Statutes (the "Act"), as may be amended or replaced, or until this Promissory Note is paid in full, whichever occurs first. The principal balance and interest thereon shall be due and payable on this Promissory Note on November 1 of each calendar year until maturity of this Promissory Note, beginning on January 1 of the year following the Agency's receipt of certification for the Redevelopment Project from the county assessor for Madison County, Nebraska, as required under section 18-2155(6) of the Act, to the extent any excess ad valorem taxes on the Property generated by the Redevelopment Project are collected by the Agency and available for the retirement of this debt at such time. Payments on this Promissory Note shall be paid by check or draft mailed to the Holder at the address provided in Schedule 1.

The entitlements of Holder under this Promissory Note shall attach to and run with the Property. Holder shall file a copy of this Promissory Note against the Property in the land records of Madison County, Nebraska, within thirty (30) days after issuance of this Promissory Note and shall provide the Agency with a file-stamped copy of the same. The Agency may, in its discretion, withhold payment on this Promissory Note until receipt of the foregoing. Upon any transfer of title to the Property from the party designated on Schedule 1 to any other party, the transferor or transferee shall immediately notify the Finance Officer of the City, as "Paying Agent", of such transfer, provide documentation that satisfactorily evidences such transfer and identifies the transferee to Paying Agent, and the transferor shall surrender this Promissory Note to Paying Agent for notation of the same on Schedule 1 hereto and reissuance to the transferee as the new Holder. If the transferor fails or refuses to surrender this Promissory Note to Paying Agent upon any such transfer, Paying Agent may declare the instrument held by the transferor void and reissue this Promissory Note to the transferee. Notwithstanding the foregoing, absent receipt by the Agency of the foregoing notice and materials evidencing transfer of the Property, the Agency shall treat the party designated as the owner of the Property on the tax rolls of Madison County, Nebraska, as of January 1 of the calendar year, as the Holder of this Promissory Note with respect to any payments made on this Promissory Note in such calendar year, irrespective of whether the Property is transferred during the period between January 1

and the date on which payment is made on this Promissory Note, of such calendar year. The provision of notice evidencing and effectuating a transfer occurring between such dates for the purposes of this Promissory Note shall be the sole and exclusive obligation of the transferor and/or transferee, as provided above, and said parties shall indemnify and hold harmless the Agency and the City from any and all claims, liabilities and damages arising from payments made on this Promissory Note to a prior owner of the Property, in a given calendar year, resulting from said parties' failure to adhere to the terms of this paragraph following a transfer in ownership of the Property occurring after January 1 of said calendar year. If the owner of record of the Property as of January 1 of a given calendar year is different than the party designated on Schedule 1 hereto, the Paying Agent shall so notify the party in possession of this Promissory Note in writing, and said party shall, within ten (10) days after receipt of such notice, forfeit this Promissory Note to the Paying Agent for notation of the same on Schedule 1 hereto and reissuance to the owner of record of the Property. If the party in possession fails or refuses to surrender this Promissory Note to Paying Agent within the time period prescribed above following receipt of notice, Paying Agent may declare the instrument held by the transferor void and reissue this Promissory Note to the owner of record of the Property.

Pursuant to the Redevelopment Plan, Holder's entitlements under this Promissory Note are contingent upon completion of the Redevelopment Project within two (2) years after approval of the Redevelopment Plan by the Mayor and City Council of the City. In the event the Redevelopment Project is not completed within such time period, as evidenced by the certification received by the Agency from the county assessor for Madison County, Nebraska, required under section 18-2155(6) of the Act, as may be amended or replaced, this Promissory Note shall be void ab initio, and of no legal force or effect.

The Agency may prepay the principal amount outstanding in whole or in part, without penalty or the prior consent of the Holder. In the event the monies collected and held in that special fund established under Section 18-2147 of the Act are insufficient to pay in full all amounts due and owing after all excess ad valorem taxes generated by the Redevelopment Project, have been collected by the Agency and paid, in accordance with the terms of this Promissory Note, towards the retirement of the amounts due hereunder, then the Holder shall waive any unpaid portion of the principal and interest due hereon.

Demand, presentment, protest and notice of nonpayment under this Promissory Note are hereby waived.

AT ANY TIME, AND WITHOUT PRIOR NOTICE TO HOLDER, THE AGENCY SHALL HAVE THE OPTION OF PREPAYING IN WHOLE OR IN PART THE PRINCIPAL OF THIS PROMISSORY. A PORTION OF THE PRINCIPAL AMOUNT OF THIS PROMISSORY NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT OF THE AGENCY. THE HOLDER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH HOLDER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE AGENCY.

Pursuant to sections 18-2155, 18-2147, 18-2124 and 18-2150 of the Act, the excess ad valorem real property taxes derived from the Property have been pledged for the payment of this Promissory Note, both principal and interest as the same fall due or become subject to mandatory redemption. This Promissory Note shall not constitute a general obligation of the Agency and the Agency shall be

liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Promissory Note shall not constitute an obligation of the State of Nebraska, the Agency, or of the City (except for such receipts as have been pledged pursuant to the above-referenced sections of the Act) and neither the State of Nebraska, the Agency nor the City shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph). Neither the members of the Agency's governing body nor any person executing this Promissory Note shall be liable personally on this Promissory Note by reason of the issuance hereof.

Pursuant to section 18-2155 of the Act, the principal amount of this Promissory Note has been established based upon the estimated taxing rates and increase of incremental ad valorem real property taxes for the Property which are expected to result over a ten-year period following completion of the Redevelopment Project. The actual taxing rates and taxable valuations determined by the appropriate assessing officials may be materially different from such projected rate and assessment, resulting in the Agency's inability to pay the entire principal amount prior to maturity of this Promissory Note, without liability of the Agency or the City.

Interest on this Promissory Note shall be subject to taxation for both federal and Nebraska state income taxes, as and to the extent provided by law, and no information report shall be filed with the Internal Revenue Service under Section 149(e) of the Internal Revenue Code.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Promissory Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Promissory Note to the Agency or the Holder shall be in writing and shall be given by regular or electronic mail to the Holder or Agency, at such address as either party may designate by notice in writing.

This Promissory Note shall be governed by and construed in accordance with the Laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

IN WITNESS WHEREOF, the Chairperson (Mayor) and Secretary (City Clerk) of the Agency have caused this Promissory Note to be executed on behalf of the Agency, all as of the Dated Date shown below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COMMUNITY DEVELOPMENT AGENCY OF THE  
CITY OF NORFOLK, NEBRASKA

ATTEST:

By: (Sample – Do Not Sign)  
Chairperson (Mayor)

(Sample – Do Not Sign)  
Secretary (City Clerk)



**SCHEDULE 2**  
Legal Description of Property

Section 7. Any Redevelopment Project set forth via an Eligible Plan for utilization of the Expedited Review Process must be completed within two (2) years of the Mayor and Council's approval of the Eligible Plan, as evidenced by the certification received by the Agency from the county assessor for Madison County, Nebraska, as required under section 18-2155(6) of the Act, as may be amended or replaced (the "Assessor's Certification"). If the same does not occur within the time period prescribed above, the Promissory Note shall be void ab initio, and neither the Agency nor the City shall be obligated to remit the TIF Revenues to the Record Owner as payment on the Promissory Note. Upon receipt of the Assessor's Certification in conformance with section 18-2155(6) of the Act with respect to a Redevelopment Project, the Paying Agent shall be authorized to make payments on the Promissory Note related to such Redevelopment Project, in accordance with the terms of the Promissory Note and this Resolution.

Section 8. This Resolution sets forth January 1 of the year following receipt of the Assessor's Certification for a Redevelopment Project as the "effective date" (as defined in the Act) for such Redevelopment Project, after which TIF Revenues derived from the Redevelopment Project are to be apportioned pursuant to Section 18-2147 of the Act. As of and from and after the effective date, that portion of the TIF Revenues collected by the Agency which are attributable to valuation increases arising from the Redevelopment Project shall be held by the Paying Agent for application to payments on the Promissory Note.

Section 9. The entitlements under the Promissory Note shall attach to and run with the land described therein (as applicable, the "Property"). Record Owner shall be obligated to file a copy of the Promissory Note against the Property in the land records of Madison County, Nebraska, within thirty (30) days after issuance of the Promissory Note and shall provide the Agency with a file-stamped copy of the same. Paying Agent may, in its discretion, withhold payment on the Promissory Note until its receipt of the foregoing. Upon any transfer in title to the Property prior to maturity of the Promissory Note associated therewith, the transferor or transferee shall be obligated to immediately notify the Paying Agent of such transfer, provide documentation that satisfactorily evidences such transfer and identifies the transferee to Paying Agent, and the transferor shall surrender the Promissory Note to Paying Agent for notation of the same and reissuance to said transferee as the new Record Owner. If said transferor fails or refuses to surrender the Promissory Note to Paying Agent upon any such transfer, Paying Agent may declare the instrument held by the transferor void and reissue the Promissory Note to the transferee. Notwithstanding the foregoing, absent receipt by the Agency of the foregoing notice and materials evidencing transfer of the Property, the Agency shall treat the party designated as the owner of the Property on the tax rolls of Madison County, Nebraska, as of January 1 of the calendar year, as the holder of the Promissory Note with respect to any payments made on the Promissory Note in such calendar year, irrespective of whether the Property is transferred during the period between January 1 and the date on which payment is made on the Promissory Note, of such calendar year. The provision of notice evidencing and effectuating a transfer occurring between such dates for the purposes of the Promissory Note shall be the sole and exclusive obligation of the transferor and/or transferee, as provided above, and said parties shall be obligated to indemnify and hold harmless the Agency and the City, from any and all claims, liabilities and damages arising from payments made on the Promissory Note to a prior owner of the Property, in a given calendar year, resulting from said parties' failure to adhere to the terms of this paragraph following a transfer in ownership of the Property occurring after January 1 of



said calendar year. If the owner of record of the Property as of January 1 of a given calendar year is different than the party designated on the Promissory Note, the Paying Agent shall so notify the party in possession of the Promissory Note in writing, and said party shall, within ten (10) days after receipt of such notice, forfeit the Promissory Note to the Paying Agent for notation of the same on Promissory Note and reissuance to the owner of record of the Property. If the party in possession fails or refuses to surrender the Promissory Note to Paying Agent within the time period prescribed above following receipt of notice, Paying Agent may declare the instrument held by the transferor void and reissue the Promissory Note to the owner of record of the Property.

Section 10. If the date for payment of the interest or principal on the Promissory Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

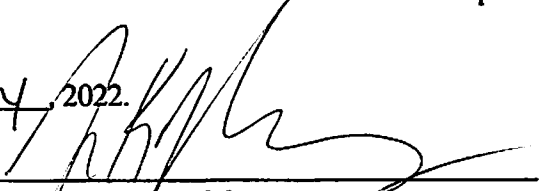
Section 11. Interest on the Promissory Note shall be subject to taxation for both federal and Nebraska state income taxes, as and to the extent provided by law, and no information report shall be filed with the Internal Revenue Service under Section 149(e) of the Internal Revenue Code.

Section 12. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution. If any provisions of this Resolution and/or the Promissory Note conflict with the terms of the Act, the terms of the Act shall supersede and control. To the extent any terms related to governance of the Expedited Review Process are not covered in this Resolution, such terms shall be governed by the applicable provisions of the Act.

Section 13. This Resolution shall be in force and take effect from and after its adoption as provided by law.

Passed and Approved this 18<sup>th</sup> day of January, 2022.

(SEAL)

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

