

Village of Dorchester Board of Trustees Minutes May 12, 2025

The regular meeting of the Village of Dorchester Board of Trustees was held Monday, May 12, 2025, at the Farmers Cooperative Meeting Room, and was called to order at 6:31 p.m. Chairperson Miller advised those present of the Open Meetings Act. Answering Roll Call were board members Matt Shaw, Tammie Lang, Nancy Tellez, and Chairperson Roger Miller. Nate Hitchins was excused. Also in attendance were Jen Kasl, Clerk-Treasurer; Dawn Zoubek, Deputy Clerk; Trent Roesler, Utilities Superintendent; Brent Kasl, Assistant Utilities Superintendent; Jerod Francis, Code Compliance; Shayne Huxoll, Olsson; and Atty. Connor Madsen, Hoffschneider Law. Advance Notice of the meeting was posted at the Dorchester US Post Office; First State Bank, NE; Village of Dorchester office and in *The Crete News*.

Motion by Miller, seconded by Lang, to approve Consent Agenda Items #1-#4. Motion carried (4-0-1). Sheriff's report given. B. Kasl gave the fire report. One member will be attending Fire School this upcoming Friday-Sunday. Cantrell Truck and Equipment Repair has been servicing all of the trucks. Hitchins arrived at 6:34 pm. Francis gave the code compliance report. Five nuisance letters were sent out and one zoning permit was approved.

Unfinished business: Discussion was held on the water and street infrastructure projects. Motion by Shaw, second by Tellez, to approve the advertisement of bids for street improvements. Motion carried. Bid letting will be June 5th at 2:00 pm at the office. Results of the surveys from the open house were discussed. Motion by Lang, second by Hitchins to table the WWAC well proposal until the July meeting. Motion carried. Roesler will check on putting Well #4 back online. Discussion held on camera quote. Only one quote received. Will discuss again when another quote is received. Discussion held on the revised GIS Locator quote. Motion by Lang, seconded by Shaw to approve the revised quote for the TX5 locator. Motion carried. Discussion was held on summer help. No applications have been received. Ad will be posted in the Crete News for 2 weeks and Lang will post on the SCC forum.

New business: Discussion was held on a proposed fencing project at the school. Project is approved but a representative will need to come to request funding from the village. Presentation of Resolution 2025-02 for Micro-TIF for discussion:

VILLAGE OF DORCHESTER, NEBRASKA RESOLUTION #2025-02 (Micro-TIF Program)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DORCHESTER, 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.

RECITALS

A. The Board of Trustees of the Village of Dorchester, Nebraska (the "Governing Body"), duly created the Community Development Agency of the Village of Dorchester, Nebraska (the "Agency"), by ordinance for purposes of assisting with redevelopment of blighted and substandard real estate located within the Village of Dorchester, Nebraska (the "Village"); and to carry out and effectuate the purposes and provisions of the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101, et seq., as amended (the "Act").

B. The Governing Body has designated certain portions of the Village as blighted, substandard and eligible for redevelopment under the Act.

- C. The Village has enacted and approved a comprehensive plan for the development of the Village.
- D. Section 18-2155 of the Act provides that the Governing Body may authorize an expedited review process for redevelopment plans setting forth redevelopment projects that meet certain criteria, as prescribed therein.
- E. The Governing Body wishes to authorize and adopt said expedited review process, in accordance with this Resolution and the Act.

NOW THEREFORE, BE IT RESOLVED by the Governing Body as follows:

Section 1. The Governing Body hereby authorizes and adopts 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(4)(a) of the Act, as may be amended or replaced, on the form provided by the Nebraska Department of Economic Development, to the Village Clerk, or his or her designee.

Section 3. The Village shall charge an application fee in an amount equal to the maximum allowable fee under Section 18-2155(4)(b) of the Act, as may be amended or replaced, upon the submission of a redevelopment plan for purposes of the Expedited Review Process. As of the date of this Resolution, the maximum allowable fee is fifty dollars (\$50.00).

Section 4. The Village Clerk, 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 Governing Body 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 requirements under Section 18-2155(2) of the Act, and shall not be required to forward the same to the Governing Body. The reviewer shall be authorized to request from the Applicant 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 Applicant complies with the same, as applicable. If a redevelopment plan is rejected for failure to meet the requirements under Section 18-2155(2) of the Act, the Applicant may amend and resubmit the redevelopment plan in accordance therewith for reconsideration.

Section 5. Other than approval of an Eligible Plan by the Governing Body, 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 Governing Body, the Agency shall issue a promissory note (the "Promissory Note") as permitted in Section 18-2155 of the Act. Such actions by the Agency shall be authorized by the Governing Body's approval of an Eligible Plan and may be undertaken administratively without the requirement for further consideration or approval by the Agency. Upon execution, the Promissory Note shall be registered by the Village's Treasurer, as the Agency's designated "Paying Agent", in the name of the holder. The principal amount of the Promissory Note shall not exceed the lesser of the agreed-upon costs of the Redevelopment Project or the amount of 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 fifteen (15) years. The Promissory Note shall bear an interest rate of zero percent (0%) 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 VILLAGE OF DORCHESTER, NEBRASKA,
PROMISSORY NOTE FOR EXPEDITED REVIEW REDEVELOPMENT PROJECTS,
AS AUTHORIZED BY NEB. REV. STAT. § 18-2155**

(_____ Redevelopment Project)

\$ _____, 20 _____

FOR VALUE RECEIVED, the undersigned, Community Development Agency of the Village of Dorchester, Nebraska (hereinafter known as "Agency"), promises to pay to the holder, designated on Schedule 1, attached hereto and incorporated herein ("Holder"), the principal sum of _____ and No/100 Dollars (\$ _____) together with interest thereon at the rate of 0% per annum, in accordance with that certain Redevelopment Plan for the _____ Redevelopment Project, (the "Redevelopment Plan"), passed and approved by the Board of Trustees of the Village of Dorchester, Nebraska (the "Village"), 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, Neb. Rev. Stat. §§ 18-2101, et seq., as may be amended or replaced (the "Act"), 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 1st of each calendar year until maturity of this Promissory Note, beginning on November 1st of the year following the effective date for the Redevelopment Project, 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.

Upon any transfer of this Promissory Note from the party designated on Schedule 1 to any other party as permitted under Section 18-2155 of the Act, the transferor or transferee shall immediately notify the Treasurer of the Village, 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.

The provision of notice evidencing and effectuating a transfer for the purposes of this Promissory Note shall be the obligation of the transferor and/or transferee, as provided above, and said parties shall indemnify and hold harmless the Agency and the Village from any and all claims, liabilities and damages arising from payments made on this Promissory Note to a prior Holder.

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 Board of Trustees of the Village. 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, required under Section 18-2155(7) 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 NOTE. 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 Village (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 Village 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 fifteen-year period. 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 Village.

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 and Secretary of the Agency have caused this Promissory Note to be executed on behalf of the Agency, all as of the date shown below.

Dated this ____ day of _____, 20 ____.

COMMUNITY DEVELOPMENT AGENCY
OF THE VILLAGE OF DORCHESTER,
NEBRASKA

ATTEST:

By: (Sample – Do Not Sign)
Chairperson

(Sample – Do Not Sign)
Secretary

SCHEDULE 1
Provision for Registration

The ownership of this Promissory Note shall be registered as to both principal and interest on the books and records of the Community Development Agency of the Village of Dorchester, Nebraska, kept by the Paying Agent identified in the foregoing Promissory Note, who shall make notation of such registration in the registration blank below, and the transfer of this Promissory Note shall occur in the manner set forth in the Promissory Note, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent.

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

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 Governing Body's approval of the Eligible Plan, as evidenced by the certification received by the Agency from the county assessor for Saline County,

Nebraska, as required under Section 18-2155(7) 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 Village shall be obligated to remit the TIF Revenues to the Applicant as payment on the Promissory Note. Upon receipt of the Assessor's Certification in conformance with Section 18-2155(7) 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.

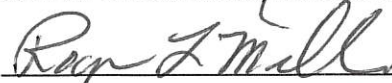
Section 8. This Resolution sets forth January 1st of the year of the valuation increase due to the improvements made in connection with the Redevelopment Project as the "effective date" (as defined in the Act) for such Redevelopment Project, after which TIF Revenues derived from the Redevelopment Project are to be apportioned pursuant to Section 18-2147 of the Act. As of, 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. 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 10. This Resolution shall be in force and take effect from and after its adoption as provided by law.

PASSED AND APPROVED as of May 12, 2025.

VILLAGE OF DORCHESTER, NEBRASKA


By: 
Chairperson

ATTEST: _____
Village Clerk

4911-1640-8634, v. 1

Motion by Shaw, seconded by Hitchins to approve Resolution 2025-02. Motion carried. Discussion held on the Saline County Rural Fire MFO renewal contract. Motion by Lang, seconded by Shaw to approve the contract. Motion carried. Consideration and discussion of the Cyber Policy Renewal quote. Motion by Miller, seconded by Hitchins to approve the quote. Motion carried. Consideration and discussion of quote for a generator for Well #5. Item to be added to budget for the next several years.

Motion by Shaw, seconded by Hitchins, to adjourn the meeting. Motion carried. Meeting adjourned at 7:45 p.m. Next regular meeting will be **Monday, June 9, 2025 at 6:30 pm at the Farmers Cooperative Meeting Room.**

Signed Chairman: 
Clerk - Treasurer: 