



Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018
Regular Meeting Packet**

Board Members:

Tom Gdowski - Chairman

Glen Murray – Vice Chairman

Sue Pirnie

Glenn Wilson

Krae Dutoit

**4:00 PM
City Hall**

Call to Order

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.

DIRECTOR COMMUNICATION

This is an opportunity for the Director to comment on current events, activities, and issues of interest to the commission.



Community Redevelopment Authority (CRA)

Wednesday, August 8, 2018
Regular Meeting

Item A1

Agenda

Staff Contact:



AGENDA
Wednesday, August 8, 2018
4 p.m.
Grand Island City Hall

Open Meetings Notifications

1. Call to Order
This is a public meeting subject to the open meetings laws of the State of Nebraska. The requirements for an open meeting are posted on the wall in this room and anyone that wants to find out what those are is welcome to read through them. The CRA may vote to go into Closed Session on any Agenda Item as allowed by State Law.
2. Approval of Minutes of July 18, 2018, Meeting.
3. Review of Financials.
4. Approval of Bills.
5. Review of Committed Projects and CRA Properties.
6. Redevelopment Contract for Central Nebraska Truck Wash Inc. authorizing the use of Tax Increment Financing to aid in the development of a cattle pot and truck wash at 2008 and 2030 East U.S. Highway 30.
 - a. Consideration of Resolution 276-
7. Redevelopment Plan Amendment for CRA Area # 2 southwest corner of Locust Street and U.S. Highway 34 – Grand Island Hotel LLC.
 - a. Consideration of Resolution 277- Forward a Redevelopment Plan Amendment to the Hall County Regional Planning Commission for redevelopment of property located south and west of the intersection of U.S. Highway 34 and Locust Street for a hotel – Grand Island Hotel LLC.
 - b. Consideration of Resolution 278- Resolution of Intent to enter into a Site Specific Redevelopment Contract and Approval of related actions 30-day notice

to city council for redevelopment of property located south and west of the intersection of U.S. Highway 34 and Locust Street for a hotel – Grand Island Hotel LLC.

8. Fire and Life Safety Grant Request 411 W Third Street (Sears Building)- Patrick O'Neill
9. Consideration approving Resolution 279 to enter into an interlocal agreement with the City of Grand Island for the purpose of creating an administrative entity to oversee and manage funds generated with an additional ½ cent sales tax if approved by the voters of Grand Island.
10. Consideration of request from the Downtown Business Improvement District to form a committee to determine the feasibility of purchasing downtown properties for redevelopment.
11. Discussion on proposed Orchard Subdivision project in northeast Grand Island with developer Fred Hoppe.
12. Consideration of approval of the 2018-2019 fiscal year budget for the CRA.
13. Director's Report
14. Adjournment

Next Meeting September 12, 2018

COMMUNITY REDEVELOPMENT AUTHORITY
AGENDA MEMORANDUM

4 p.m. Wednesday, August 8, 2018

1. CALL TO ORDER. The meeting will be called to order by Chairman Tom Gdowski. This is a public meeting subject to the open meetings laws of the State of Nebraska. The requirements for an open meeting are posted on the wall in this room and anyone that wants to find out what those are is welcome to read through them.
2. APPROVAL OF MINUTES. The minutes of the Community Redevelopment Authority meeting July 18, 2018 are submitted for approval. A MOTION is in order.
3. APPROVAL OF FINANCIAL REPORTS. Financial reports for the period of July 1 through July 31, 2018 are submitted for approval. A MOTION is in order.
4. APPROVAL OF BILLS. Payment of bills in the amount of \$7,565,13 is submitted for approval. A MOTION is in order.
5. REVIEW OF COMMITTED PROJECTS AND CRA PROPERTIES.
6. REDEVELOPMENT CONTRACT FOR A CATTLE POT AND TRUCK WASH AT 2008 AND 2030 E. U.S. HIGHWAY 30 – CENTRAL NEBRASKA TRUCK WASH INC. The Grand Island City Council approved a resolution on July 24, 2018 for an amendment to the redevelopment plan for CRA Area 21 and Phase 2 of the Copper Creek development. Based on the approved redevelopment plan the CRA may enter into a redevelopment contract to support the redevelopment of the site at 2008 and 2030 E. U.S. Highway 30 as a cattle pot and truck wash. A MOTION to approve the contract and Resolution 276 is in order.
7. REDEVELOPMENT PLAN AMENDMENT CRA AREA 2 SOUTHWEST CORNER OF LOCUST AND U.S. HIGHWAY 34–EBRASKA TRUCK WASH INC. Concerning an amendment to the redevelopment plan for CRA Area No. 2 to allow for redevelopment of a portion of the vacant property southwest of Locust and U.S. Highway 34 for a 79 room hotel. This property has been subject to at least one other TIF project 2 years ago that was not brought to the final phases of approval. This corner has been vacant for more than 10 years and is on one of the primary entrances to the community. The CRA may forward the plan to the Regional Planning Commission for review and to the Grand Island City Council to give 30-day notice of a potential development contract. A MOTION to approve Resolution 277 (forward to

Regional Planning Commission) and Resolution 278 (30-day intent notice to city council) is in order.

8. FIRE AND LIFE SAFETY GRANT REQUEST 411 W. THIRD STREET (SEARS BUILDING) PATRICK O'NEILL. Patrick O'Neill (business name undetermined) is proposing to redevelop 411 W. Third (the 2nd story end of the Sears Building) to include four, two-plus bedroom apartments on the upper level of the building. The Life Safety grant allows up to \$15,000 per one-bedroom unit on an upper story and up to \$20,000 per two-plus bedroom unit. The maximum grant allowed on this request would be \$80,000. A total of \$55,000 is left in the 2018 Life Safety grant funding line there is also \$78,500 in other projects that could be used to cover the balance or the CRA could set aside \$25,000 of the funding available next year toward this project as it will not be paid out until the 2019 fiscal year. A MOTION is in order.
9. CONSIDERATION APPROVING A RESOLUTION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF GRAND ISLAND FOR THE PURPOSE OF CREATING AN ADMINISTRATIVE ENTITY TO OVERSEE AND MANAGE FUNDS GENERATED WITH AN ADDITIONAL ½ CENT SALES TAX IF APPROVED BY THE VOTERS OF GRAND ISLAND. As part of the enabling legislation the additional ½ cent sales tax for capital expenditures and infrastructure, the City must enter into an interlocal agreement with another political subdivision for the purpose of creating an oversight committee for the projects and funding associated with the tax. Other communities that have used this funding mechanism have used their CRA as that entity. The Grand Island CRA passed a similar resolution prior to the 2016 sales tax vote. In the event that the tax is not approved the entity will not be formed. A MOTION to approve Resolution 279 is in order.
10. CONSIDERATION OF A RESQUEST FROM THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT TO FORM A COMMITTEE TO DETERMINE THE FEASIBILITY OF PURCHASING DOWNTOWN PROPERTIES FOR REDEVELOPMENT Included in the packet is a request from the Downtown BID regarding the purchase and redevelopment of properties in the downtown area. The Fire and Life safety grants will end during the 2019 fiscal year and this may be a direction that the CRA wants to move in furthering the redevelopment opportunities downtown.
11. BUDGET. Review of 2018-2019 CRA budget. A MOTION is in order.
12. DIRECTOR'S REPORT.
13. ADJOURNMENT.

Chad Nabity
Director



Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018
Regular Meeting**

Item B1

Minutes of July 18, 2018 Meeting

Staff Contact:

OFFICIAL PROCEEDINGS

MINUTES OF COMMUNITY REDEVELOPMENT AUTHORITY MEETING OF July 18th, 2018

Pursuant to due call and notice thereof, a Meeting of the Community Redevelopment Authority of the City of Grand Island, Nebraska was conducted on July 18th, 2018 at City Hall, 100 E. First Street. Notice of the meeting was given in the July 14th, 2018 Grand Island Independent.

1. CALL TO ORDER.

Chairman Tom Gdowski called the meeting to order at 4:00 p.m. The following members were present: Tom Gdowski, Glen Murray, Krae Dutiot, Sue Pirnie and Glenn Wilson. Also present were: Director Chad Nabity, Planning Technician Rashad Moxey, Planning Administrative Assistant Norma Hernandez, Brian Schultz from the Grand Island Finance Department, and Finance Director Patrick Brown.

Gdowski stated this was a public meeting subject to the open meeting laws of the State of Nebraska. He noted that the requirements for an open meeting were posted on the table easily accessible to anyone who would like to read through them.

2. APPROVAL OF MINUTES.

A motion for approval of the Minutes for the *June 13, 2018* meeting was made by Murray and seconded by Dutiot. Upon roll call vote, all present voted aye. Motion carried 4-0. CRA member Glenn Wilson was absent for this portion of the meeting.

3. APPROVAL OF FINANCIAL REPORTS.

Brian Schultz reviewed the financials from June 1st, 2018 to June 30th, 2018. A motion for approval of the financial reports was made by Dutiot and seconded by Pirnie. Upon roll call vote, all present voted aye. Motion carried 4-0. CRA member Glenn Wilson was absent for this portion of the meeting.

4. APPROVAL OF BILLS.

The bills were reviewed by Gdowski. A motion was made by Pirnie and seconded by Dutiot to approve the bills in the amount of \$147,154.19. Upon roll call vote, all present voted aye. Motion carried 4-0. CRA member Glenn Wilson was absent for this portion of the meeting.

5. REVIEW OF COMMITTED PROJECTS & CRA PROPERTY.

The committed projects and CRA properties were reviewed by Nabity. Nabity explained that the Hedde Building project is expected to move. He went on to state that the Mendez project has submitted bills without proof of payment, explaining that the CRA cannot pay out until the proper paperwork has been submitted. Othy's Place has previously been waiting on a glass block to be install, and that there was no updates on the project. Nabity went on to explain that he spoke with Cindy Jonson about the S Locust/Fonner Park BID about the South Locust/Fonner Park BID project and she stated that it was completed, but have not received any bills to date. Nabity noted that Urban Island/Kinkaiders is in progress working on façade and life safety, and expects to have the façade done before the September meeting. Nabity explained that both the Nielson project and Peaceful Root project with not be paid out at the end of fiscal year budget but may be paid out in October the beginning of a new budget. The Take flight project is in progress and is near completion and is expected to be paid out at the beginning of the next fiscal year. Nabity stated that he expects to bring forth at the next meeting an application for assistant with upper story residential apartments within the Sears Building at the August meeting. Nabity explained that the majority of the Façade grant for this fiscal year will be paid out before the end of the year. Nabity noted that the CRA sold the property on 2nd street and purchased access to South Locust Street from the Nebraska Department of Transportation. Nabity went on to say that the old Ron's Transmission lot is expected to close shortly as the developers are still moving forward with their plans.

6. REDEVELOPMENT PALN AMENDMENT for CRA #21 at 2008 and 2030 EAST U.S. HIGHWAY 30 NEBRASKA TRUCK WASH INC.

- A. Consideration of Resolution 275- Approve and Forward a Redevelopment Plan Amendment to the Grand Island City Council for the development of a Truck Wash at 2008 and 2030 East U.S. Highway 30 lots 1 and 2 of Bosselman Brothers Second Subdivision – Central Nebraska Truck Wash Inc.

Nabity explained that the Regional Planning Commission passed Resolution 2018-10 finding that this redevelopment plan and proposed project are consistent with the Grand Island Comprehensive Development Plan. Nabity went onto state that the project is expected to cost approximately 1.8 million dollars and the developers are requesting 849,420 dollars in Tax Increment Financing. It is estimated that that with generate 565,000 dollars in funding for the project and is expected to use a 15 year note with a 5% interest. Nabity explain that this application was the first to use the new requirements of LB874.

CRA member Wilson asked if an analysis was done to determine how many trucks would use the services provided a day. Representative of the Truck wash explained

that the location of the truck wash is important due to the fact that it is located near a facility that has a high traffic volume of trucks and it is expected to gain customers from it because the nears truck trailer washout of this nature is located in a different city. Wilson then asked about the sewer capacity in the area Nabity note that sewer is available and that the benefit of this development is that it adds an additional \$180,000 of revenue to the city.

A motion was made by Murray and seconded by Wilson to approve Resolution 275 for the approval and forwarding of the Redevelopment Plan Amendment to the Grand Island City Council for the development of a Truck Wash at 2008 and 2030 East U.S. Highway 30 lots 1 and 2 of Bosselman Brothers Second Subdivision – Central Nebraska Truck Wash Inc. Upon roll call vote all, voted aye. Motion carried 5-0.

7. DIRECTOR'S REPORT

Nabity noted that LB874 went into effect during the day of the meeting. He explained that the new bill will required a report on TIF being used and completed, Nabity also stated that this process is something that was already been done by staff and that it just needs to be revised and completed to the specification of LB874.

Nabity went onto talk about the upcoming 2018-2019 CRA fiscal year budget. He went onto explain that the projected budget is 686,000 dollars from the CRA tax levy. Nabity noted that some projects are already committed and is expected to have approximately 150,000 dollars available to program. He also explained that all the funds budgeted for façade for the 2019 year are expected to be used.

8. ADJOURNMENT.

Murray adjourned the meeting at 5:02 p.m.

The next meeting is scheduled for 4 p.m., *Wednesday, August 8th, 2018.*

Respectfully submitted
Norma Hernandez
Administrative Assistant



Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018
Regular Meeting**

Item C1

Review of Financial Reports for July 1 to July 31, 2018

Staff Contact:

**COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2018**

	MONTH ENDED	2017-2018	2018	REMAINING	% OF BUDGET
	<u>July-18</u>	<u>YEAR TO DATE</u>	<u>BUDGET</u>	<u>BALANCE</u>	<u>USED</u>
CONSOLIDATED					
Beginning Cash	553,298		1,092,980		
REVENUE:					
Property Taxes - CRA	8,090	358,998	472,191	113,193	76.03%
Property Taxes - Lincoln Pool	1,195	112,597	198,050	85,453	56.85%
Property Taxes - TIF's	65,290	1,179,296	1,850,874	1,022,866	63.72%
Loan Income (Poplar Street Water Line)	-	-	10,500	10,500	0.00%
Interest Income - CRA	10	123	300	177	40.87%
Interest Income - TIF'S	1	14	-	-	#DIV/0!
Land Sales	-	14,122	100,000	85,878	14.12%
Other Revenue - CRA	100,981	116,132	130,000	13,868	89.33%
Other Revenue - TIF's	-	14,837	-	-	#DIV/0!
TOTAL REVENUE	175,567	1,796,119	2,761,915	1,331,936	65.03%
TOTAL RESOURCES	728,865	1,796,119	3,854,895	1,331,936	
EXPENSES					
Auditing & Accounting	4,625	4,625	5,000	375	92.50%
Legal Services	-	645	3,000	2,355	21.50%
Consulting Services	-	-	5,000	5,000	0.00%
Contract Services	5,616	40,147	75,000	34,853	53.53%
Printing & Binding	-	-	1,000	1,000	0.00%
Other Professional Services	-	5,146	16,000	10,854	32.16%
General Liability Insurance	-	-	250	250	0.00%
Postage	-	-	200	200	0.00%
Life Safety	-	175,000	200,000	25,000	87.50%
Legal Notices	52	309	500	191	61.83%
Travel & Training	-	-	1,000	1,000	0.00%
Other Expenditures	-	-	-	-	#DIV/0!
Office Supplies	-	-	1,000	1,000	0.00%
Supplies	-	-	300	300	0.00%
Land	-	39,000	200,000	161,000	19.50%
Bond Principal - Lincoln Pool	-	175,000	175,000	-	100.00%
Bond Interest	-	19,769	20,863	1,094	94.76%
Façade Improvement	-	-	350,000	350,000	0.00%
Building Improvement	-	406,716	554,732	148,016	73.32%
Other Projects	-	-	150,000	150,000	0.00%
Bond Principal-TIF's	136,860	1,197,337	1,882,874	1,882,874	63.59%
Bond Interest-TIF's	-	11,968	-	-	#DIV/0!
Interest Expense	-	-	-	-	#DIV/0!
TOTAL EXPENSES	147,154	2,076,411	3,641,719	2,775,363	57.02%
INCREASE(DECREASE) IN CASH	28,413	(280,292)	(879,804)		
ENDING CASH	581,711	(280,292)	213,176	-	
CRA CASH	384,302				
Lincoln Pool Tax Income Balance	166,861				
TIF CASH	30,548				
Total Cash	581,711				

**COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2018**

	MONTH ENDED <u>July-18</u>	2017-2018 <u>YEAR TO DATE</u>	2018 <u>BUDGET</u>	REMAINING <u>BALANCE</u>	% OF BUDGET <u>USED</u>
GENERAL OPERATIONS:					
Property Taxes - CRA	8,090	358,998	472,191	113,193	76.03%
Property Taxes - Lincoln Pool	1,195	112,597	198,050	85,453	56.85%
Interest Income	10	123	300	177	40.87%
Loan Income (Poplar Street Water Line)		-	10,500	10,500	0.00%
Land Sales		14,122	100,000	85,878	14.12%
Other Revenue & Motor Vehicle Tax	100,981	116,132	130,000	13,868	89.33%
TOTAL	110,276	601,972	911,041	309,069	66.08%
GENTLE DENTAL					
Property Taxes		-	-	-	#DIV/0!
Interest Income		1	-	-	#DIV/0!
TOTAL	-	1	-	-	#DIV/0!
PROCON TIF					
Property Taxes		27,242	-	-	#DIV/0!
Interest Income	1	8	-	-	#DIV/0!
TOTAL	1	27,250	-	-	#DIV/0!
WALNUT HOUSING PROJECT					
Property Taxes		49,434	-	-	#DIV/0!
Interest Income	1	6	-	-	#DIV/0!
Other Revenue		14,837	-	-	#DIV/0!
TOTAL	1	64,277	-	-	#DIV/0!
BRUNS PET GROOMING					
Property Taxes		14,481	-	-	#DIV/0!
TOTAL	-	14,481	-	-	#DIV/0!
GIRARD VET CLINIC					
Property Taxes		10,771	-	-	#DIV/0!
TOTAL	-	10,771	-	-	#DIV/0!
GEDDES ST APTS-PROCON					
Property Taxes		15,018	-	-	#DIV/0!
TOTAL	-	15,018	-	-	#DIV/0!
SOUTHEAST CROSSING					
Property Taxes		9,358	-	-	#DIV/0!
TOTAL	-	9,358	-	-	#DIV/0!
POPLAR STREET WATER					
Property Taxes	460	13,559	-	-	#DIV/0!
TOTAL	460	13,559	-	-	#DIV/0!
CASEY'S @ FIVE POINTS					
Property Taxes		7,567	-	-	#DIV/0!
TOTAL	-	7,567	-	-	#DIV/0!
SOUTH POINTE HOTEL PROJECT					
Property Taxes		45,063	-	-	#DIV/0!
TOTAL	-	45,063	-	-	#DIV/0!

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2018

	<u>MONTH ENDED</u> <u>July-18</u>	<u>2017-2018</u> <u>YEAR TO DATE</u>	<u>2018</u> <u>BUDGET</u>	<u>REMAINING</u> <u>BALANCE</u>	<u>% OF BUDGET</u> <u>USED</u>
TODD ENCK PROJECT					
Property Taxes		3,464	-	-	#DIV/0!
TOTAL	-	3,464	-	-	#DIV/0!
JOHN SCHULTE CONSTRUCTION					
Property Taxes		7,186	-	-	#DIV/0!
TOTAL	-	7,186	-	-	#DIV/0!
PHARMACY PROPERTIES INC					
Property Taxes		6,367	-	-	#DIV/0!
TOTAL	-	6,367	-	-	#DIV/0!
KEN-RAY LLC					
Property Taxes		47,003	-	-	#DIV/0!
TOTAL	-	47,003	-	-	#DIV/0!
TOKEN PROPERTIES RUBY					
Property Taxes		1,584	-	-	#DIV/0!
TOTAL	-	1,584	-	-	#DIV/0!
GORDMAN GRAND ISLAND					
Property Taxes		28,667	-	-	#DIV/0!
TOTAL	-	28,667	-	-	#DIV/0!
BAKER DEVELOPMENT INC					
Property Taxes		1,919	-	-	#DIV/0!
TOTAL	-	1,919	-	-	#DIV/0!
STRATFORD PLAZA INC					
Property Taxes		17,758	-	-	#DIV/0!
TOTAL	-	17,758	-	-	#DIV/0!
COPPER CREEK 2013 HOUSES					
Property Taxes		44,847	-	-	#DIV/0!
TOTAL	-	44,847	-	-	#DIV/0!
FUTURE TIF'S					
Property Taxes	-	-	1,850,874	1,850,874	0.00%
TOTAL	-	-	1,850,874	1,850,874	-
CHIEF INDUSTRIES AURORA COOP					
Property Taxes		19,492	-	(19,492)	#DIV/0!
TOTAL	-	19,492	-	(19,492)	#DIV/0!
TOKEN PROPERTIES KIMBALL ST					
Property Taxes		2,654	-	(2,654)	#DIV/0!
TOTAL	-	2,654	-	(2,654)	#DIV/0!
GI HABITAT OF HUMANITY					
Property Taxes		2,215	-	(2,215)	#DIV/0!
TOTAL	-	2,215	-	(2,215)	#DIV/0!

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2018

	<u>MONTH ENDED</u> <u>July-18</u>	<u>2017-2018</u> <u>YEAR TO DATE</u>	<u>2018</u> <u>BUDGET</u>	<u>REMAINING</u> <u>BALANCE</u>	<u>% OF BUDGET</u> <u>USED</u>
AUTO ONE INC					
Property Taxes		12,445	-	(12,445)	#DIV/0!
TOTAL	-	12,445	-	(12,445)	#DIV/0!
EIG GRAND ISLAND					
Property Taxes		38,439	-	(38,439)	#DIV/0!
TOTAL	-	38,439	-	(38,439)	#DIV/0!
TOKEN PROPERTIES CARY ST					
Property Taxes		8,482	-	(8,482)	#DIV/0!
TOTAL	-	8,482	-	(8,482)	#DIV/0!
WENN HOUSING PROJECT					
Property Taxes		2,330	-	(2,330)	#DIV/0!
TOTAL	-	2,330	-	(2,330)	#DIV/0!
COPPER CREEK 2014 HOUSES					
Property Taxes	889	153,296	-	(153,296)	#DIV/0!
TOTAL	889	153,296	-	(153,296)	#DIV/0!
TC ENCK BUILDERS					
Property Taxes		2,197	-	(2,197)	#DIV/0!
TOTAL	-	2,197	-	(2,197)	#DIV/0!
SUPER MARKET DEVELOPERS					
Property Taxes		126,267	-	(126,267)	#DIV/0!
TOTAL	-	126,267	-	(126,267)	#DIV/0!
MAINSTAY SUITES					
Property Taxes	63,629	96,838	-	(96,838)	#DIV/0!
TOTAL	63,629	96,838	-	(96,838)	#DIV/0!
TOWER 217					
Property Taxes		20,676	-	(20,676)	#DIV/0!
TOTAL	-	20,676	-	(20,676)	#DIV/0!
COPPER CREEK 2015 HOUSES					
Property Taxes	311	127,265	-	(127,265)	#DIV/0!
TOTAL	311	127,265	-	(127,265)	#DIV/0!
NORTHWEST COMMONS					
Property Taxes		143,713	-	(143,713)	#DIV/0!
TOTAL	-	143,713	-	(143,713)	#DIV/0!
HABITAT - 8TH & SUPERIOR					
Property Taxes		5,062	-	(5,062)	#DIV/0!
TOTAL	-	5,062	-	(5,062)	#DIV/0!
KAUFMAN BUILDING					
Property Taxes		6,897	-	(6,897)	#DIV/0!
TOTAL	-	6,897	-	(6,897)	#DIV/0!

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2018

	MONTH ENDED <u>July-18</u>	2017-2018 <u>YEAR TO DATE</u>	2018 <u>BUDGET</u>	REMAINING <u>BALANCE</u>	% OF BUDGET <u>USED</u>
TALON APARTMENTS					
Property Taxes		58,113		(58,113)	#DIV/0!
TOTAL	-	58,113	-	(58,113)	#DIV/0!
VICTORY PLACE					
Property Taxes		1,625		(1,625)	
TOTAL	-	1,625	-	(1,625)	#DIV/0!
TOTAL REVENUE	175,567	1,796,119	2,761,915	1,403,634	65.03%

**COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2018**

	MONTH ENDED	2017-2018	2018	REMAINING	% OF BUDGET
	<u>July-18</u>	<u>YEAR TO DATE</u>	<u>BUDGET</u>	<u>BALANCE</u>	<u>USED</u>
EXPENSES					
CRA					
GENERAL OPERATIONS:					
Auditing & Accounting	4,625	4,625	5,000	375	92.50%
Legal Services		645	3,000	2,355	21.50%
Consulting Services		-	5,000	5,000	0.00%
Contract Services	5,616	40,147	75,000	34,853	53.53%
Printing & Binding		-	1,000	1,000	0.00%
Other Professional Services		5,146	16,000	10,854	32.16%
General Liability Insurance		-	250	250	0.00%
Postage		-	200	200	0.00%
Lifesafety Grant		175,000	200,000	25,000	87.50%
Legal Notices	52	309	500	191	61.83%
Licenses & Fees		750	-	-	#DIV/0!
Travel & Training		-	1,000	1,000	0.00%
Office Supplies		-	1,000	1,000	0.00%
Supplies		-	300	300	0.00%
Land		39,000	200,000	161,000	19.50%
Bond Principal - Lincoln Pool		175,000	175,000	-	100.00%
Bond Interest - Lincoln Pool		19,769	20,863	1,094	94.76%
PROJECTS					
Façade Improvement		-	350,000	350,000	0.00%
Building Improvement		406,716	554,732	148,016	0.00%
Other Projects		-	150,000	150,000	0.00%
TOTAL CRA EXPENSES	10,294	867,106	1,758,845	892,489	49.30%
GENTLE DENTAL					
Bond Principal		1,753	-	-	#DIV/0!
Bond Interest		41	-	-	#DIV/0!
TOTAL GENTLE DENTAL	-	1,793	-	-	#DIV/0!
PROCON TIF					
Bond Principal		27,595	-	-	#DIV/0!
Bond Interest		1,613	-	-	#DIV/0!
TOTAL PROCON TIF	-	29,208	-	-	#DIV/0!
WALNUT HOUSING PROJECT					
Bond Principal		64,158	-	-	#DIV/0!
Bond Interest		10,314	-	-	#DIV/0!
TOTAL	-	74,472	-	-	#DIV/0!
BRUNS PET GROOMING					
Bond Principal		14,481	-	-	#DIV/0!
TOTAL	-	14,481	-	-	#DIV/0!
GIRARD VET CLINIC					
Bond Principal	5,270	10,771	-	-	#DIV/0!
TOTAL	5,270	10,771	-	-	#DIV/0!
GEDDES ST APTS - PROCON					
Bond Principal		15,018	-	-	#DIV/0!
TOTAL	-	15,018	-	-	#DIV/0!

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2018

	<u>MONTH ENDED</u> <u>July-18</u>	<u>2017-2018</u> <u>YEAR TO DATE</u>	<u>2018</u> <u>BUDGET</u>	<u>REMAINING</u> <u>BALANCE</u>	<u>% OF BUDGET</u> <u>USED</u>
SOUTHEAST CROSSINGS					
Bond Principal		9,358	-	-	#DIV/0!
TOTAL	-	9,358	-	-	#DIV/0!
POPLAR STREET WATER					
Bond Principal	503	13,529	-	-	#DIV/0!
TOTAL	503	13,529	-	-	#DIV/0!
CASEY'S @ FIVE POINTS					
Bond Principal		7,567	-	-	#DIV/0!
TOTAL	-	7,567	-	-	#DIV/0!
SOUTH POINTE HOTEL PROJECT					
Bond Principal		45,063	-	-	#DIV/0!
TOTAL	-	45,063	-	-	#DIV/0!
TODD ENCK PROJECT					
Bond Principal		3,464	-	-	#DIV/0!
TOTAL	-	3,464	-	-	#DIV/0!
JOHN SCHULTE CONSTRUCTION					
Bond Principal	3,516	7,186	-	-	#DIV/0!
TOTAL	3,516	7,186	-	-	#DIV/0!
PHARMACY PROPERTIES INC					
Bond Principal		6,367	-	-	#DIV/0!
TOTAL	-	6,367	-	-	#DIV/0!
KEN-RAY LLC					
Bond Principal		47,003	-	-	#DIV/0!
TOTAL	-	47,003	-	-	#DIV/0!
TOKEN PROPERTIES RUBY					
Bond Principal		1,584	-	-	#DIV/0!
TOTAL	-	1,584	-	-	#DIV/0!
GORDMAN GRAND ISLAND					
Bond Principal	26,513	28,667	-	-	#DIV/0!
TOTAL	26,513	28,667	-	-	#DIV/0!
BAKER DEVELOPMENT INC					
Bond Principal	1,775	1,919	-	-	#DIV/0!
TOTAL	1,775	1,919	-	-	#DIV/0!
STRATFORD PLAZA LLC					
Bond Principal		17,758	-	-	#DIV/0!
TOTAL	-	17,758	-	-	#DIV/0!
COPPER CREEK 2013 HOUSES					
Bond Principal	1,965	43,179	-	-	#DIV/0!
TOTAL	1,965	43,179	-	-	#DIV/0!

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2018

	<u>MONTH ENDED</u> <u>July-18</u>	<u>2017-2018</u> <u>YEAR TO DATE</u>	<u>2018</u> <u>BUDGET</u>	<u>REMAINING</u> <u>BALANCE</u>	<u>% OF BUDGET</u> <u>USED</u>
CHIEF INDUSTRIES AURORA COOP					
Bond Principal	18,027	19,492	-	-	#DIV/0!
TOTAL	18,027	19,492	-	-	#DIV/0!
TOKEN PROPERTIES KIMBALL STREET					
Bond Principal		2,654	-	-	#DIV/0!
TOTAL	-	2,654	-	-	#DIV/0!
GI HABITAT FOR HUMANITY					
Bond Principal		2,215	-	-	#DIV/0!
TOTAL	-	2,215	-	-	#DIV/0!
AUTO ONE INC					
Bond Principal	6,248	12,445	-	-	#DIV/0!
TOTAL	6,248	12,445	-	-	#DIV/0!
EIG GRAND ISLAND					
Bond Principal		38,439	-	-	#DIV/0!
TOTAL	-	38,439	-	-	#DIV/0!
TOKEN PROPERTIES CARY STREET					
Bond Principal		8,482	-	-	#DIV/0!
TOTAL	-	8,482	-	-	#DIV/0!
WENN HOUSING PROJECT					
Bond Principal	2,155	2,330	-	-	#DIV/0!
TOTAL	2,155	2,330	-	-	#DIV/0!
COPPER CREEK 2014 HOUSES					
Bond Principal	4,609	156,299	-	-	#DIV/0!
TOTAL	4,609	156,299	-	-	#DIV/0!
TC ENCK BUILDERS					
Bond Principal		2,412	-	-	#DIV/0!
TOTAL	-	2,412	-	-	#DIV/0!
SUPER MARKET DEVELOPERS					
Bond Principal		126,267	-	-	#DIV/0!
TOTAL	-	126,267	-	-	#DIV/0!
MAINSTAY SUITES					
Bond Principal	63,629	96,838	-	-	#DIV/0!
TOTAL	63,629	96,838	-	-	#DIV/0!
TOWER 217					
Bond Principal		20,676	-	-	#DIV/0!
TOTAL	-	20,676	-	-	#DIV/0!
COPPER CREEK 2015 HOUSES					
Bond Principal	2,650	126,957	-	-	#DIV/0!
TOTAL	2,650	126,957	-	-	#DIV/0!

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2018

	MONTH ENDED <u>July-18</u>	2017-2018 <u>YEAR TO DATE</u>	2018 <u>BUDGET</u>	REMAINING <u>BALANCE</u>	% OF BUDGET <u>USED</u>
NORTHWEST COMMONS					
Bond Principal		143,713	-	-	#DIV/0!
TOTAL	-	143,713		-	#DIV/0!
HABITAT - 8TH & SUPERIOR					
Bond Principal		5,062	-	-	#DIV/0!
TOTAL	-	5,062		-	#DIV/0!
KAUFMAN BUILDING					
Bond Principal		6,897	-	-	#DIV/0!
TOTAL	-	6,897		-	#DIV/0!
TALON APARTMENTS					
Bond Principal		58,113	-	-	#DIV/0!
TOTAL	-	58,113		-	#DIV/0!
VICTORY PLACE					
Bond Principal		1,625	-	-	#DIV/0!
TOTAL	-	1,625		-	#DIV/0!
FUTURE TIF'S					
Bond Principal	-	-	1,882,874	1,882,874	0.00%
TOTAL	-	-	1,882,874	1,882,874	0.00%
TOTAL EXPENSES	147,154	2,076,411	3,641,719	2,775,363	57.02%



Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018
Regular Meeting**

Item D1

Approval of Bills

Staff Contact:



3-Aug-18

TO: Community Redevelopment Authority Board Members

FROM: Chad Nabity, Planning Department Director

RE: Bills Submitted for Payment

The following bills have been submitted to the Community Redevelopment Authority Treasurer for preparation of payment.

Business Improvement District	3235 S. Locust	\$	3,888.21
City of Grand Island Administration Fees	City Finance	\$	3,484.43
Grand Island Independent	notice	\$	17.49
Lawnscape	South Locust lot	\$	175.00

Total:		\$	<u>7,565.13</u>
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Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018
Regular Meeting**

Item E1

Review of Committed Projects and CRA Properties

Staff Contact:

COMMITTED PROJECTS	REMAINING GRANT AMOUNT	2018 FISCAL YR	2019 FISCAL YR	2020 FISCAL YR	ESTIMATED COMP
Hedde Building 201-205 W. 3rd (10-18-17)	\$ 300,000.00		\$ 200,000.00	\$ 100,000.00	Spring 2020
Mendez - Personal Auto (12-13-17)	\$ 100,000.00	\$ 100,000.00			Summer 2018
Othy's Place - 724 W. 3rd - Lindell (10/12/16)	\$ 26,961.00		\$ 26,961.00		2017 sign, 2018 façade
					\$34,899.18 paid March 15, 2017
South Locust/Fonner Park BID (7/13/16)	\$ 30,000.00	\$ 30,000.00			Spring 2018
Urban Island/Kinkaider 320-322 N. Pine (10-18-17) (façade)	\$ 168,677.00		\$ 168,677.00		Spring 2018
Urban Island/Kinkaider 320-322 N. Pine (10-18-17) other LS	\$ 15,000.00		\$ 15,000.00		Summer 2018
Total Committed	\$ 640,638.00	\$ 130,000.00	\$ 410,638.00	\$ 100,000.00	
FIRE & LIFE SAFETY GRANT	TOTAL AMOUNT	2018 FISCAL YR	2019 FISCAL YR	2020 FISCAL YR	ESTIMATED COMP
201-203 W. 3rd St. Anson (8/24/16)	\$ 240,000.00		\$ 240,000.00		2018
Neilsen 207 W. 3rd	\$ 20,000.00		\$ 20,000.00		Fall 2018
Peaceful Root - 112 W. 2nd St. (1/11/17)	\$ 50,000.00		\$ 50,000.00		2018
Urban Island/Kinkaider 320-322 N. Pine (10-18-17)	\$ 90,000.00		\$ 90,000.00		Summer 2018
Take Flight 209 W. 3rd (11-8-17)	\$ 35,000.00		\$ 35,000.00		Fall 2018
Total Committed F&L Safety Grant	\$ 435,000.00	\$ -	\$ 435,000.00	\$ -	

	BUDGET	COMMITTED	LEFT
Life Safety Budgeted 2018	\$ 200,000.00	\$ 145,000.00	\$ 55,000.00
Façade Budgeted 2018	\$ 350,000.00	\$ 350,000.00	\$ -
Other Projects 2018 Budgeted	\$ 150,000.00	\$ 71,500.00	\$ 78,500.00
Land - Budgeted 2018	\$ 200,000.00	\$ 39,500.00	\$ 160,500.00
Land Sales Budgeted 2018	\$ (100,000.00)	\$ (14,121.87)	\$ (85,878.13)
subtotal		\$ 591,878.13	\$ 208,121.87
Less committed		(\$130,000.00)	(\$845,638.00)
Balance remaining		\$ 461,878.13	\$ (637,516.13)

CRA PROPERTIES

Address	Purchase Price	Purchase Date	Demo Cost	Status
3235 S Locust	\$450,000	4/2/2010	\$39,764	Surplus
604-612 W 3rd	\$80,000	6/10/2015		Under Contract

July 31, 2018



Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018
Regular Meeting**

Item G1

**Fire and Life Safety Grant Request 411 W Third Street (Sears
Building)**

Staff Contact:



Fire and Life Safety Grant Program Application

Project Redeveloper Information

I. Applicant Name:

TBD C/O Patrick O'Neill

Address: PO Box 290 Alda, NE 68810

Telephone No.: 308-384-1690

Contact: Pat O'Neill

II. Legal Street Address of Project Site:

411 West Third Street (Second Story)

III. Present Ownership of Project Site: Grand Island Entrepreneurial

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

Proposed Number of Upper Story 1 Bedroom Units 0

Proposed Number of Upper Story 2+ Bedroom Units 4

Other Info:

The second floor will be remodeled into four two-bedroom apartments and an exercise room. A balcony is planned to be added on the north side pending city approval.

V. Building Details

A. Actual Purchase Price	\$ 77,000.00
B. Assessed Value of Property	\$ TBD pending condo
C. When Acquired	August 2018
D. Number of Floors	2
E. Square Footage of Building	6,400 SF
F. Current Use of Building	

Current use of building is vacant. We intend to split the second floor through a condo agreement
the main floor will be remodeled by others for business office use.

VI. Construction Costs

A. Total Estimated Renovation or Building Costs	\$ 700,000.00
B. Estimated Cost of Life Safety Improvements:	
Fire Sprinklers	\$ 26,000.00
Exiting	\$ 30,000.00
Electric Upgrades	\$ 56,000.00
Water Upgrades for Sprinklers	\$ 0.00
C. Other Construction Costs:	
First Floor Renovation	\$ 40,000.00
Second Floor Renovation	\$ 440,000.00
Third Floor Renovation	\$ NA
Fourth Floor Renovation	\$ NA
Basement Renovation	\$ NA
Roof	\$ NA
Heating and AC	\$ 48,000.00
Façade Improvements/Maintenance	\$ 60,000.00
Other Construction Costs	

VII. Source of Financing:

Developer Equity:	\$ 82,000 .00
Commercial Bank Loan:	\$ 350,000.00
Historic Tax Credits:	\$ 0.00
Tax Increment Financing:	\$ 148,000.00
Low Income Tax Credits	\$ 0.00
Other (Describe <u>Life Safety Grant, Facade improvement</u>)	\$ <u>120,000.00</u>

VIII. Name & Address of Architect, Engineer and General Contractor:

Structural Engineering by Mike Spelenik - Olsen and Associates 201 East Second Street Grand Island, NE

IX. Project Construction Schedule:

A. Construction Start Date: September 15, 2018

B. Construction Completion Date: April 30, 2019

Grant Notes:

The CRA may grant up to \$20,000 per new upper story 2+bedroom unit and \$15,000 per new upper story 1 bedroom unit. The final amount will be determined upon approval of the grant and is at the discretion of the CRA. Applications for this program may be submitted up to for the next fiscal year (Beginning October 1) on or after July 1. Applications will be considered in the order received. Only complete applications will be considered for approval. Applications must be submitted at least 30 days prior to the meeting during which they will be considered for approval.

Post Office Box 1968
Grand Island, Nebraska 68802-1968
Phone: 308 385-5240
Fax: 308 385-5423
Email: cnability@grand-island.com

INTERIOR RENOVATIONS TO 411 W. 3RD STREET GRAND ISLAND, NEBRASKA

GENERAL ABBREVIATIONS

A	
AB	ANCHOR BOLT
A/C	AIR CONDITIONER
ACC	ACCESS(IBLE) (ORIES)
ACCOUS	ACOUSTICAL
ADDL	ADDITIONAL
ADJ	ADJUSTABLE
ADJC	ADJACENT
A/E	ARCHITECT/ENGINEER
AFF	ABOVE FINISH FLOOR
AL	ALUMINUM
ALT	ALTERNATE
ANC	ANCHOR(AGE)
APPROX	APPROXIMATE(LY)
ARCH	ARCHITECT
AUTO	AUTOMATIC
AVG	AVERAGE
B	
BD	BOARD
BITUM	BITUMINOUS
BLDG	BUILDING
BLE	BRICK LEDGE ELEVATION
BLK	BLOCK(ING)
BM	BEAM
ROT	BOTTOM
BRDG	BRIDGING
BRG	BEARING
BRKT	BRACKET
BTW	BETWEEN
BW	BOTH WAYS
C	
C	CHANNEL
C/C	CENTER TO CENTER
CAB	CABINET
CB	CHALKBOARD
CEN	CENT(ER) (TRAL)
CG	CORNER GUARDS
CHAM	CHAMFER
CI	CAST IRON
CNTR	COUNTER
COL	COLUMN
COMP	COMPOSITE
CONC	CONCRETE
CONF	CONFERENCE
COND	CONDITION
CONN	CONNECTION
CONT	CONTINU(E) (OUS) (ATION)

C	
CONTR	CONTRACT(OR)
CORR	CORRIDOR
CTSK	COUNTER(SINK) (SUNK)
CTR	CENTER
CUH	CABINET UNIT HEATER
CLO	CLOSET
CLR	CLEAR(ANCE)
CJ	CONTROL/CONSTRUCTION JOINT
CLG	CEILING
D	
D	DEEP, DEPTH, DATA OUTLET
D AND E	DRILL, AND EPOXY GROUT
DBE	DECK BEARING ELEVATION
DBL	DOUBLE
DEG	DEGREE(S)
DEMO	DEMO(LISH) (LITION)
DEPT	DEPARTMENT
DET	DETAIL
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIAG	DIAGONAL
DIF	DIFFEREN(CE) (TIAL)
DIFR	DIFFUSER
DIM	DIMENSION
DN	DOWN
DO	DOOR OPENING
DOC	DOCUMENT(S)
DOOR	DOOR
DS	DOWNSPOUT
DSP	DRY STANDPIPE
DWG(S)	DRAWING(S)
DWL	DOWEL (REBAR)
DWR	DRAWER
E	
E	EAST, EASTING
EA	EACH
EF	EACH FACE
EJ	EXPANSION JOINT
EL	ELEVATION
ELC	ELECTRICAL
ELEV	ELEVATOR
EQ	EQUAL
EQUIP	EQUIPMENT
EW	EACH WAY
EW	ELECTRIC WATER COOLER
EX	EXAMPLE

E	
EXC	EXCAVAT(E) (ED) (ION)
EXCL	EXCLUD(E) (ED) (ING)
EXCP	EXCEPT
EXH	EXHAUST
EXST	EXISTING
EXPO	EXPOSED
EXP	EXPAN(D) (SION)
EXT	EXTERIOR
F	
F/F	FACE TO FACE
FAB	FABRICAT(E) (ED) (OR)
FAS	FASTEN(ED) (ER)
FC(S)	FACE(S)
FD	FLOOR DRAIN
FND	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FIN	FINISH
FL	FLOOR
FLASH	FLASHING
FLEX	FLEXIBLE
FLG	FLANGE
FLR	FLOOR(ING)
FOW	FACE OF WALL
FR	FRAME
FT	FOOT OR FEET
FTG	FOOTING
FURR	FURR(ED) (ING)
FUT	FUTURE
G	
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR OR GYPSUM BOARD
GC	GENERAL CONTRACTOR
GENL	GENERAL
GFI	GROUND FAULT CIRCUIT INTERRUPTER
GL	GLASS
GLB	GLUE LAMINATED BEAM
GND	GROUND
GR	GRADE
GRL	GRILLE
GRV	GRAVITY ROOF VENTILATOR
GYP	GYPSUM

H	
H	HIGH, HEIGHT
HB	HOSE BIB
HC	HOLLOW CORE
HCP	HANDICAP
HD	HEAVY DUTY
HDR	HEADER
HDWD	HARDWOOD
HDWE	HARDWARE
HM	HOLLOW METAL
HO	HOLD OPEN
HORIZ	HORIZONTAL
HR	HOUR
HTR	HEATER
HVAC	HEATING/ VENTILATING/ AIR CONDITIONING
I	
ID	INSIDE DIAMETER/DIMENSION/ IDENTIFICATION
IF	INSIDE FACE
IN	INCH(ES)
INCL	INCLU(DE) (DED) (DING) (SIVE)
INFO	INFORMATION
INSUL	INSULAT(E) (ED) (ION)
INT	INTERIOR
J	
JAN	JANITOR
JBE	JOIST BEARING ELEVATION
JC	JANITOR CLOSET
JST	JOIST
JT	JOINT
K	
K	KIP (1000 POUNDS)
KIT	KITCHEN
KO	KNOCK OUT
L	
LAB	LABORATORY
LAM	LAMINATE
LAV	LAVATORY
LKR	LOCKER
LT	LIGHT

M	
MAS	MASONRY
MAX	MAXIMUM
MECH	MECHANICAL
MET	METAL
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MTD	MOUNTED
MTL	METAL
N	
N	NORTH
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
O	
OBS	OBSOLETE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OFF	OFFICE
OPNG	OPENING
OPT	OPTIONAL
OPP	OPPOSITE
ORD	OVERFLOW ROOF DRAIN
OS	OVERFLOW SCUPPER
P	
PL	PLATE
PLAM	PLASTIC LAMINATE
PLWD	PLYWOOD
PR	PAIR
PREFIN	PREFINISHED
PTN	PARTITION
R	
R	RISER
RAD	RADIUS
REINF	REINFORCE (D) (ING)
REQ'D	REQUIRED
RM	ROOM
RO	ROUGH OPENING

S	
S	SOUTH
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SPEC	SPECIFICATIONS
T	
TEMP	TEMPORARY
TC	TOP OF CURB
T & G	TONGUE AND GROOVE
THK	THICK
TOM	TOP OF MASONRY
TOS	TOP OF STEEL
TPD	TOILET PAPER DISPENSER
TR	TREAD
TV	TELEVISION
U	
UNO	UNLESS NOTED OTHERWISE
UR	URINAL
UTIL	UTILITY
V	
VB	VAPOR BARRIER
VERT	VERTICAL
VEST	VESTIBULE
W	
W	WIDE, WIDTH, WEST
WP	WITH WATERPROOF
WT	WEIGHT
SPECIAL SYMBOLS	
—	AND
—	ANGLE
—	AT
—	CENTERLINE
—	PLATE LINE
—	POUND / NUMBER
—	DIAMETER / ROUND

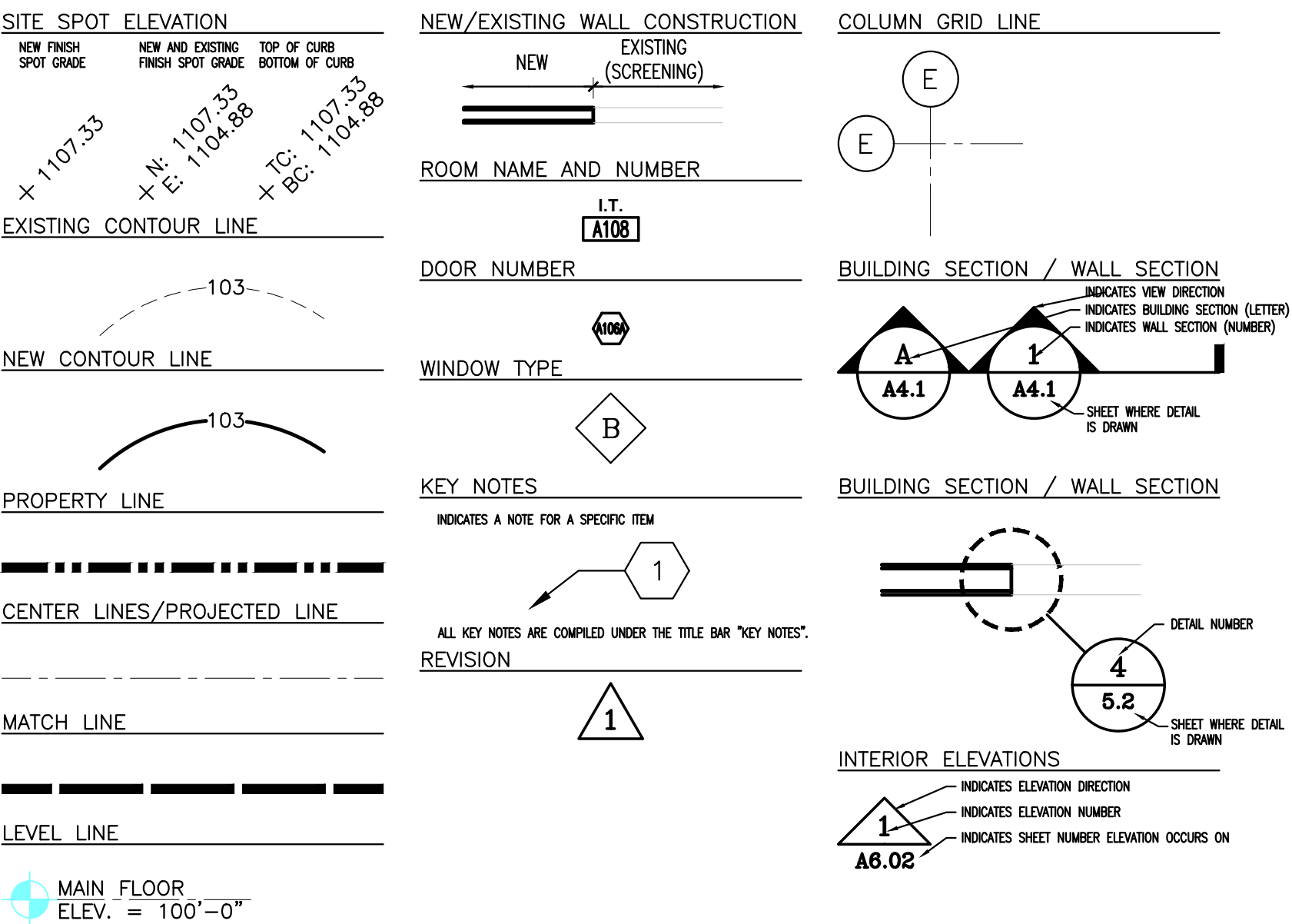
SHEET INDEX

T0.01	TITLE SHEET
ADA	ADA INFORMATION
D.01	SECOND FLOOR DEMOLITION PLAN
AC1.01	SECOND FLOOR CODE PLAN
A1.01	SECOND FLOOR COMPOSITE PLAN
A1.02	SECOND FLOOR PLAN AREA 'A' & DOOR SCHEDULE
A1.03	SECOND FLOOR PLAN AREA 'B', WINDOW SCHEDULE, & STAIR SECTION

PROFESSIONAL SEAL

PROGRESS PRINT
NOT FOR
CONSTRUCTION
07-09-2018

GRAPHIC SYMBOLS



MATERIAL INDICATIONS

CONCRETE	PLYWOOD	BATT INSUL.	STONE	BRICK
WOOD STUDS	WOOD BLOCKING	RIGID INSUL.	EARTH	PLASTER
METAL STUDS	CERAMIC TILE	CMU (STD. WT.)	GRAVEL/SAND FILL	GYPSUM BOARD
FINISH WOOD	ACOUSTICAL PANEL	CMU (LT. WT)	METAL SECTION	METAL (LARGE SCALE)

GENERAL NOTES

- ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, IT IS THE PROJECT LEADS RESPONSIBILITY TO VERIFY THE ACCURACY OF ALL DETAILS AND DIMENSIONS.
- THESE DRAWINGS ARE INTENDED TO CONFORM TO GENERALLY ACCEPTED BUILDING PRACTICES; HOWEVER, STATE AND LOCAL CODES VARY WIDELY AND ALL FEDERAL, STATE, AND LOCAL CODES, ORDINANCES, REGULATIONS, ETC. SHALL BE CONSIDERED AS PART OF THE SPECIFICATIONS OF THIS BUILDING, AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DESCRIBED, OR IMPLIED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL APPLICABLE BUILDING CODE REQUIREMENTS ARE BEING MET.
- DO NOT SCALE DRAWINGS, USE ONLY THE PRINTED DIMENSIONS.
- VERIFY WITH THE WINDOW MANUFACTURER ALL WINDOW SIZES AND APPLICABLE EGRESS REQUIREMENTS.
- ALL DIMENSIONS ARE TAKEN FROM/TO FINISHED FACE OR TO THE OUTSIDE OF MASONRY.
- DUE TO COORDINATION WITH FRAMING AND MECHANICAL INSTALLATIONS, FINAL DIMENSIONS MAY VARY SLIGHTLY FROM DIMENSIONS AS SHOWN ON CONSTRUCTION DRAWINGS.
- THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCEPT, INCLUDING THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL SYSTEM. STRUCTURAL INTEGRITY OF THIS BUILDING IS SUBJECT TO REVIEW BY A QUALIFIED STRUCTURAL ENGINEER. AS A SCOPE DOCUMENTS, THESE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS FOR CONSTRUCTION.
- CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK, VERIFY ALL EXISTING CONDITIONS PRIOR TO THE START OF CONSTRUCTION, AND NOTIFY THE DESIGNER IMMEDIATELY OF ANY CONFLICTS OR FIELD CONDITIONS WHICH REQUIRE ALTERATION OF THESE PLANS PRIOR TO PROCEEDING WITH THE WORK. IN THE EVENT OF DIMENSIONAL DISCREPANCIES IN THE PLANS, THE FLOOR PLANS SHALL GOVERN.
- THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR/CLIENTS SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE 68810

SHEET TITLE: TITLE SHEET

DRAWN BY:
SPOTANSKI

PLAN DATE:
07-09-2018

PLOT DATE:
07-09-2018

SHEET:

T0.01

Spotanski Creative Building Design & Drafting, LLC
724 W. 3rd St. #4, Grand Island, NE 68801
(508) 850-8186 info@spotanski-dd.com

PROFESSIONAL SEAL

STACY J. SPOTANSKI

"Providing affordable, creative design services to the community. We are committed to the highest quality of work and client satisfaction."

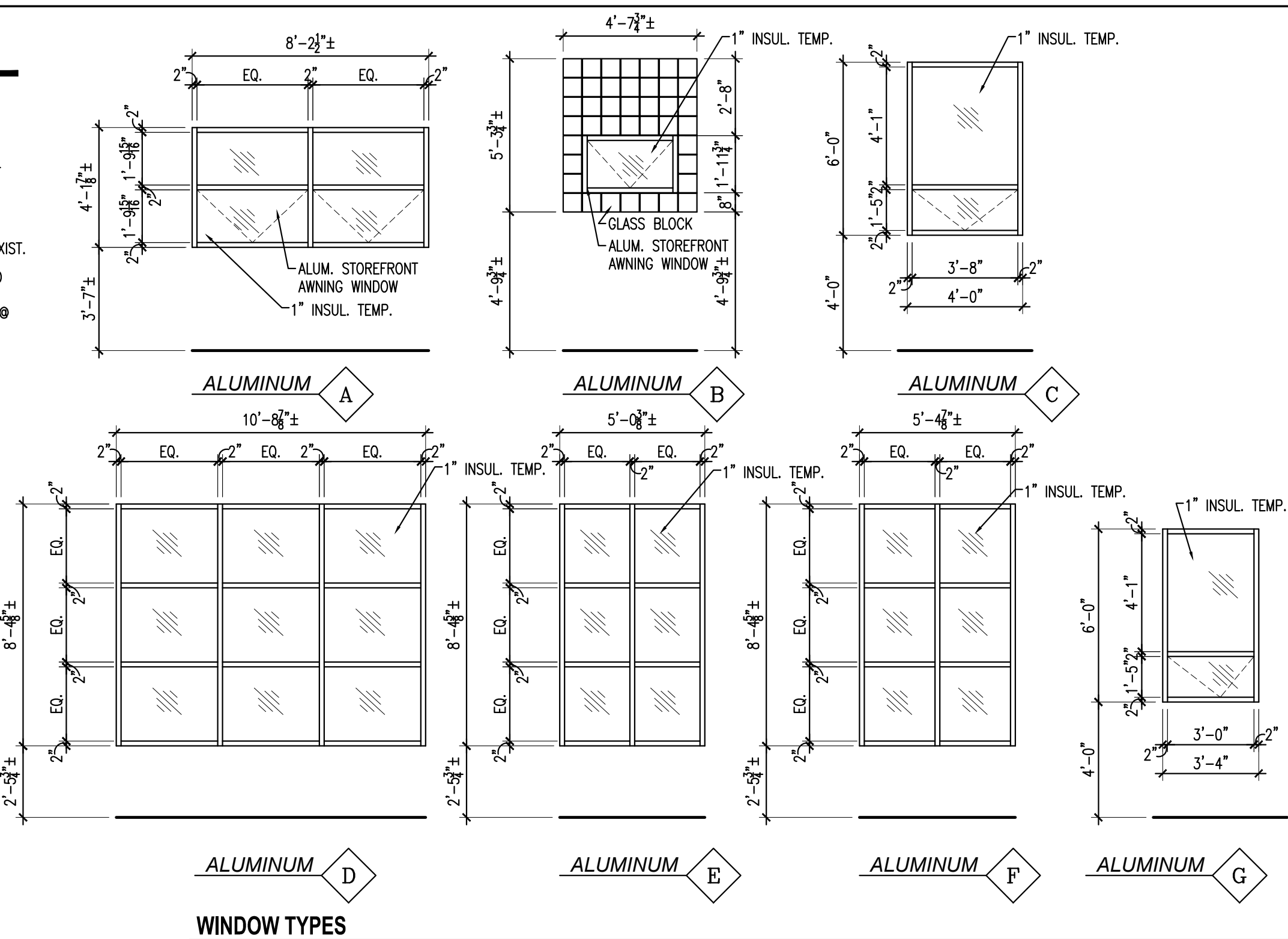
SPOTANSKI CREATIVE BUILDING DESIGN & DRAFTING, LLC
724 W. 3RD ST. #4, GRAND ISLAND, NE 68801
(508) 850-8186 info@spotanski-dd.com

DATE:

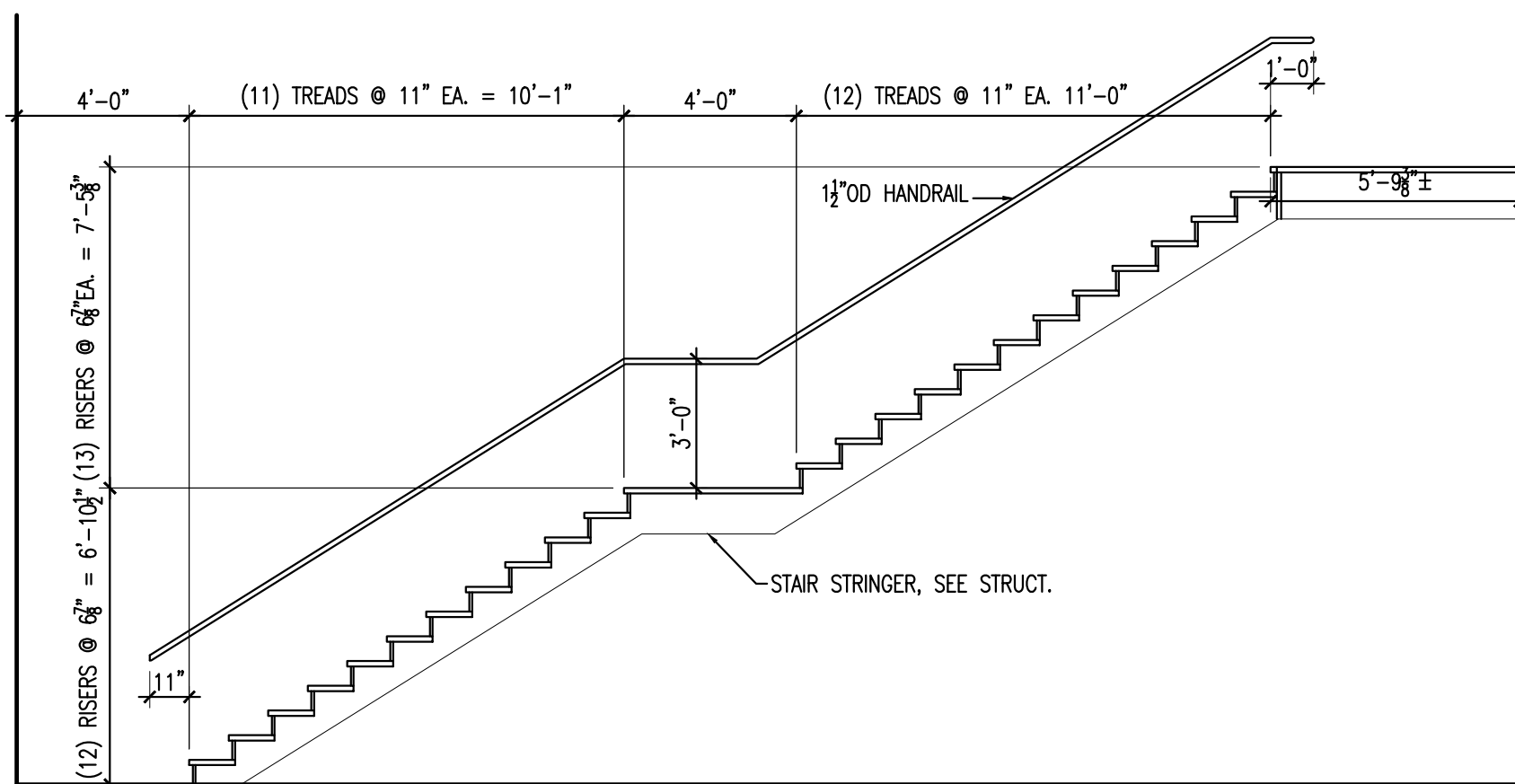
REVISION:



- ① NEW STEEL DECK, SEE STRUCT.
- ② NEW STEEL GUARDRAIL
- ③ LINE OF 5/8" F.C. GYP. BD. @ EA. SIDE OF 2x4 STUDS @ 16" O.C. @ FIRST FLOOR.
- ④ NEW STEEL DOOR & FRAME, - SEE SCHEDULE.
- ⑤ NEW MASONRY WALL INFILL, CONST. TO MATCH EXIST.
- ⑥ NEW 3/4" PLYWD. FLOOR SHEATHING OVER WOOD FLOOR JOIST. -SEE STRUCT.
- ⑦ 5/8" F.C. GYP. BD. @ EA. SIDE OF 2x4 STUDS @ 16" O.C. @ SECOND FLOOR.



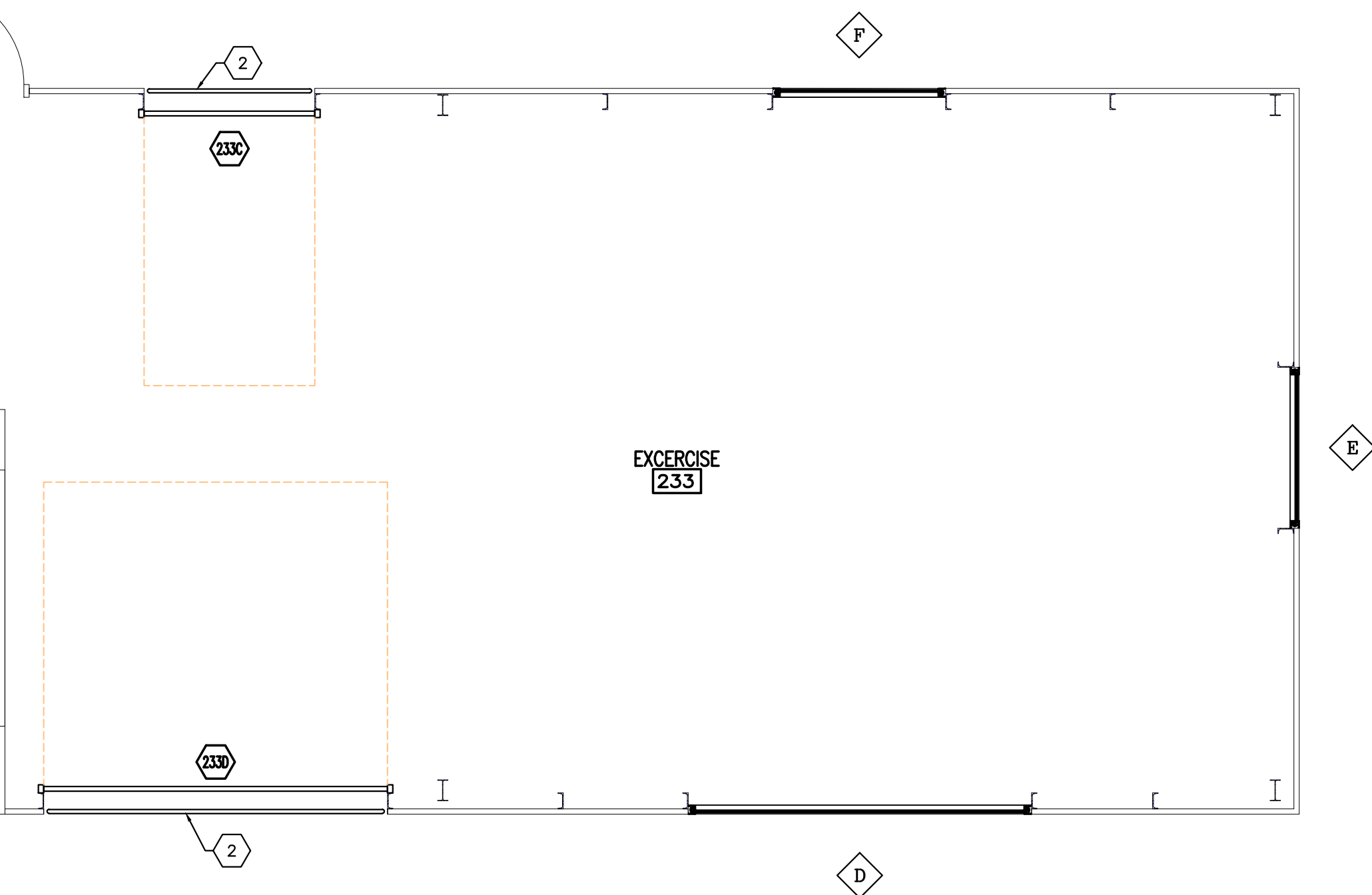
WINDOW TYPES



STAIR SECTION

FLOOR PLAN GENERAL NOTES

1. CONTR. TO INSTALL NEW 5/8" TYPE 'X' GYP. BD. CEILING IN ALL NEW APARTMENT/CORRIDOR/STAIR AREAS.



GENERAL NOTES

1. ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, IT IS THE PROJECT LEADS RESPONSIBILITY TO VERIFY THE ACCURACY OF ALL DETAILS AND DIMENSIONS.
2. THE DRAWINGS ARE INTENDED TO CONFORM TO GENERALLY ACCEPTED BUILDING PRACTICES; HOWEVER, STATE AND LOCAL CODES VARY WIDELY AND ALL FEDERAL, STATE, AND LOCAL CODES, ORDINANCES, REGULATIONS, ETC. SHALL BE CONSIDERED AS PART OF THE SPECIFICATIONS OF THIS BUILDING, AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DEPICTED, OR IMPLIED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL APPLICABLE BUILDING CODE REQUIREMENTS ARE BEING MET.
3. DO NOT SCALE DRAWINGS, USE ONLY THE PRINTED DIMENSIONS.
4. VERIFY WITH THE WINDOW MANUFACTURER ALL WINDOW SIZES AND APPLICABLE EGRESS REQUIREMENTS.
5. ALL DIMENSIONS ARE TAKEN FROM/TO FINISHED FACE OR TO THE OUTSIDE OF MASONRY.
6. DUE TO COORDINATION WITH FRAMING AND MECHANICAL INSTALLATIONS, FINAL DIMENSIONS MAY VARY SLIGHTLY FROM DIMENSIONS AS SHOWN ON CONSTRUCTION DRAWINGS.
7. THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCEPT INCLUDING THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL SYSTEM. STRUCTURAL INTEGRITY OF THIS BUILDING IS SUBJECT TO REVIEW BY A QUALIFIED STRUCTURAL ENGINEER. AS A SCOPE DOCUMENTS, THESE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS FOR CONSTRUCTION.
8. CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK, VERIFY ALL EXISTING CONDITIONS PRIOR TO THE START OF CONSTRUCTION, AND NOTIFY THE DESIGNER IMMEDIATELY OF ANY CONFLICTS OR FIELD CONDITIONS WHICH REQUIRE ALTERATION OF THESE PLANS PRIOR TO PROCEEDING WITH THE WORK. THE DESIGNER WILL CORRECT ANY DISCREPANCIES IN THE PLANS, THE FLOOR PLANS SHALL GOVERN.
9. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR/CLIENTS SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR,

REVISION:	DATE:

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Providing affordable, creative designs using a one-on-one approach to achieve ultimate client satisfaction.

Spotanski
★ **Creative Building Design
& Drafting, LLC**
724 W. Heddie St. #4, Grand Island, NE 68801
(308) 850-8186 stacyspotanski@charter.net

STACY J. SPOTANSKI

OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE. 68810

SHEET TITLE: ENLARGED FLOOR PLAN AREA "B",
WINDOW SCHEDULE, & STAIR SECTION

PROJECT DESCRIPTION:
411 W. 3RD STREET
GRAND ISLAND, NE.

DRAWN BY:
SPOTANSKI

PLAN DATE:
07-09-2018

PLOT DATE:
07-09-2018

SHEET:

A1.03

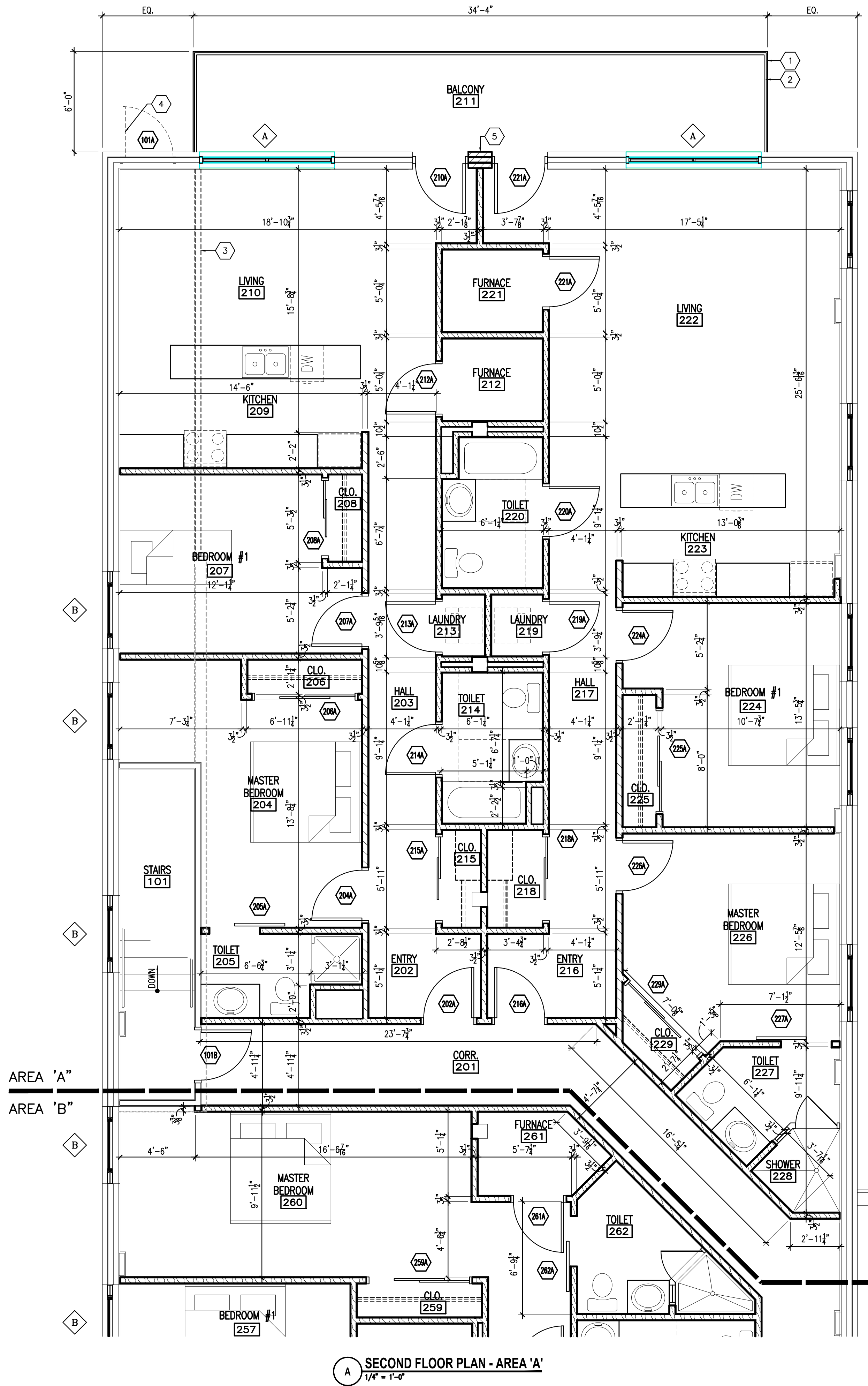
Page 31 / 160

FLOOR PLAN GENERAL NOTES

1. CONTR. TO INSTALL NEW 5/8" TYPE 'X' GYP. BD. CEILING IN ALL NEW APARTMENT/CORRIDOR/STAIR AREAS.

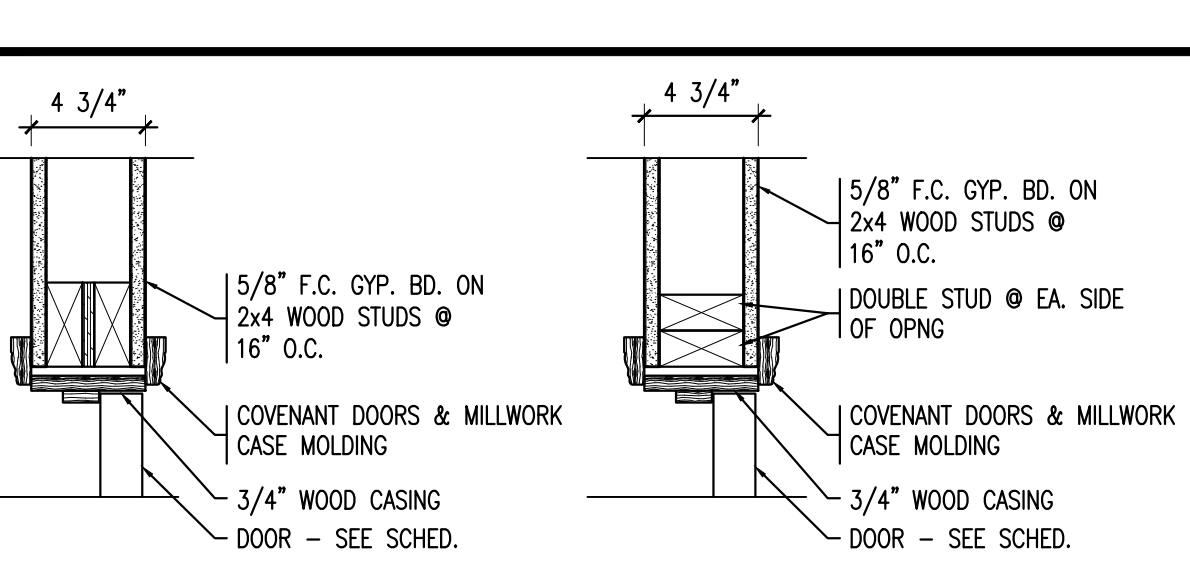
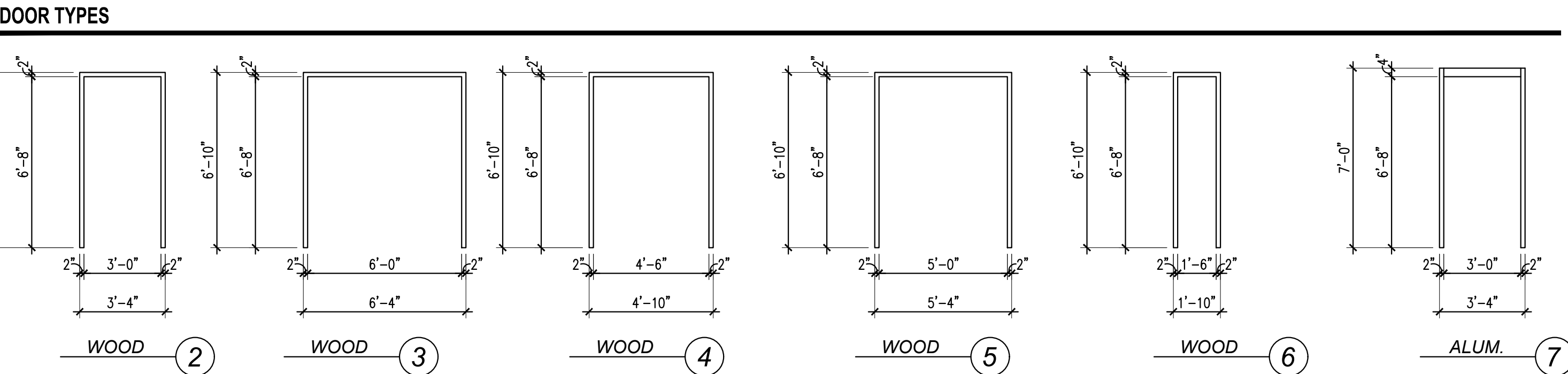
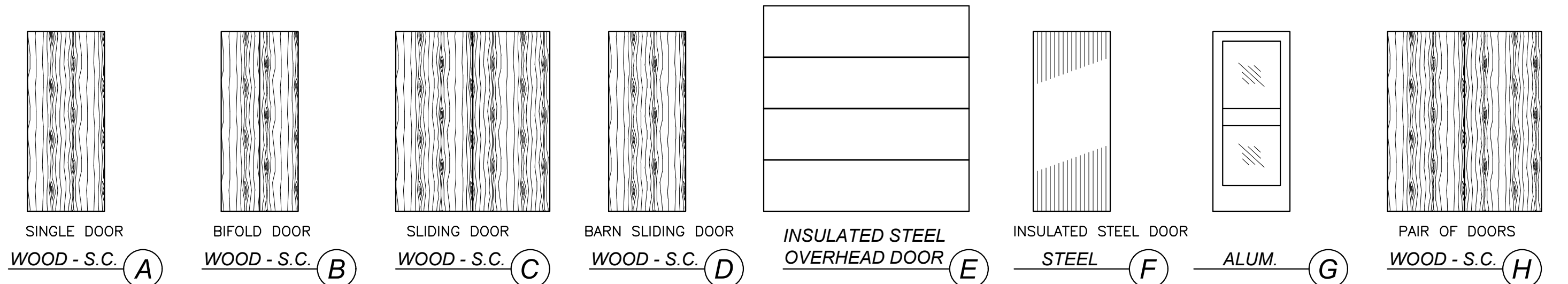
FLOOR PLAN KEYNOTES

- 1 NEW STEEL DECK, SEE STRUCT.
2 NEW STEEL GUARDRAIL.
3 5/8" F.C. GYP. BD. @ EA. SIDE OF 2x4 STUDS @ 16" O.C. @ FIRST FLOOR.
4 NEW STEEL DOOR & FRAME, - SEE SCHEDULE.
5 NEW MASONRY WALL INFILL, CONST. TO MATCH EXIST.



SECOND FLOOR PLAN - AREA 'A'
1/4" = 1'-0"

DOOR SCHEDULE																			
DOOR NO.	DOOR					FRAME					FIRE LABEL	GLAZING	REMARKS	HARDWARE GROUP					
	SIZE			MAT'L	TYPE	MAT'L	TYPE	DETAIL											
	WIDTH	HEIGHT	THICKNESS					HEAD	JAMB	SILL									
101A	3'-0"	6'-8"	1 3/4"	STEEL	F	STEEL	1	—	—	—									
101B	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		60 MIN.								
202A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		20 MIN.								
204A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
205A	3'-0"	6'-8"	1 3/4"	WOOD	D	WOOD	—	—	—										
206A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
207A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
208A	4'-6"	6'-8"	1 3/4"	WOOD	A	WOOD	4	1	2										
210A	3'-0"	6'-8"	1 3/4"	ALUM.	G	ALUM.	7	—	—			1" INSUL. TEMP.							
212A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
213A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
214A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
215A	5'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	5	1	2										
216A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		20 MIN.								
218A	5'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	5	1	2										
219A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
220A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
221A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
221A	3'-0"	6'-8"	1 3/4"	ALUM.	G	ALUM.	7	—	—			1" INSUL. TEMP.							
224A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
225A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
226A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
227A	3'-0"	6'-8"	1 3/4"	WOOD	D	WOOD	—	1	2										
229A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
230A	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	—	—	—										
232A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		60 MIN.								
233A	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	—									
233B	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	—									
233C	5'-4"±	8'-4"±	—	STEEL	E	—	—	—	—										
233D	10'-9"±	8'-4"±	—	STEEL	E	—	—	—	—										
235A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		60 MIN.								
236A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		20 MIN.								
237A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
239A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
240A	4'-6"	6'-8"	1 3/4"	WOOD	H	WOOD	4	1	2										
241A	4'-8"	6'-8"	1 3/4"	WOOD	D	WOOD	—	1	2										
242A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
243A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
244A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
248A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
249A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
250A	1'-6"	6'-8"	1 3/4"	WOOD	A	WOOD	6	1	2										
251A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
252A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
253A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2		20 MIN.								
257A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
258A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
259A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
260A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
261A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
262A	3'-0"	6'-8"	1 3/4"	WOOD	D	WOOD	—	1	2										
263A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
264A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
265A	4'-6"	6'-8"	1 3/4"	WOOD	C	WOOD	4	1	2										
—	—	—	1 3/4"	WOOD	—	—	—	1	2										



1 HEAD DETAIL
1 1/2\"/>

2 JAMB DETAIL
1 1/2\"/>

GENERAL NOTES

1. ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, IT IS THE PROJECT LEADS RESPONSIBILITY TO VERIFY THE ACCURACY OF ALL DETAILS AND DIMENSIONS.
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DATE: _____

REVISION: _____

SPOTANSKI Creative Building Design & Drafting, LLC
724 W. Hesse St. #4, Grand Island, NE 68801
(531) 850-8186 info@spotanski.com

OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE 68810

SHEET TITLE: ENLARGED FLOOR PLAN AREA 'A' & DOOR SCHEDULE

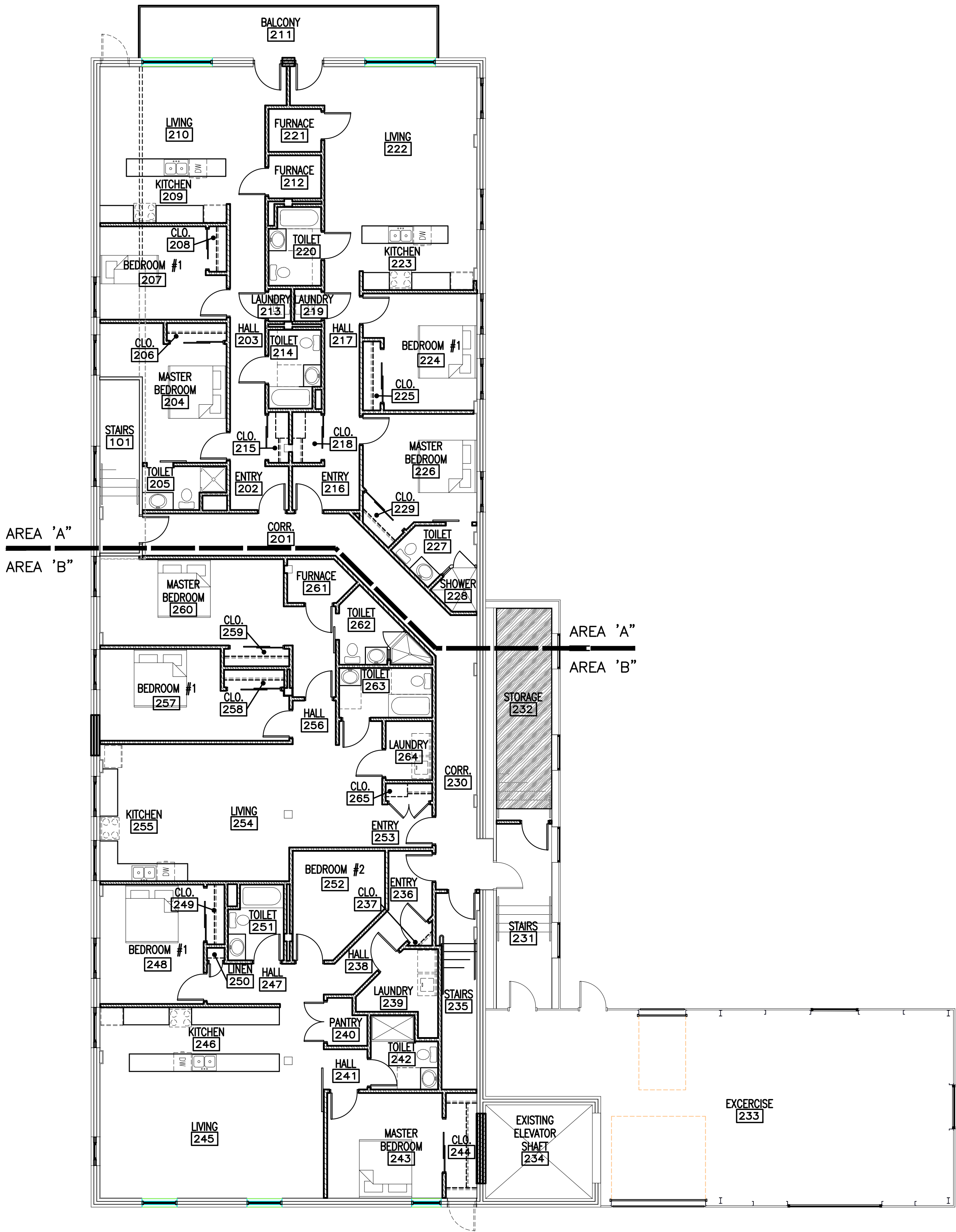
PROJECT DESCRIPTION:
411 W. 3RD STREET
GRAND ISLAND, NE.

DRAWN BY: SPOTANSKI

PLAN DATE: 07-09-2018

PLOT DATE: 07-09-2018

SHEET: A1.02



↑ SECOND FLOOR COMPOSITE PLAN
1/8" = 1'-0"

GENERAL NOTES

- 1. ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, IT IS THE PROJECT LEADS RESPONSIBILITY TO VERIFY THE ACCURACY OF ALL DETAILS AND DIMENSIONS.
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PROFESSIONAL SEAL

PROGRESS PRINT
NOT FOR
CONSTRUCTION
07-09-2018

DATE:	
REVISION:	

Spotanski Creative Building Design & Drafting, LLC

724 W. Hedge St., 4th, Grand Island, NE 68801
(508) 850-8186 info@spotanski.com

STACY J. SPOTANSKI

PROGRESS PRINT
NOT FOR CONSTRUCTION
07-09-2018

OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE 68810

SHEET TITLE: SECOND FLOOR COMPOSITE PLAN

PROJECT DESCRIPTION:
411 W. 3RD STREET
GRAND ISLAND, NE.

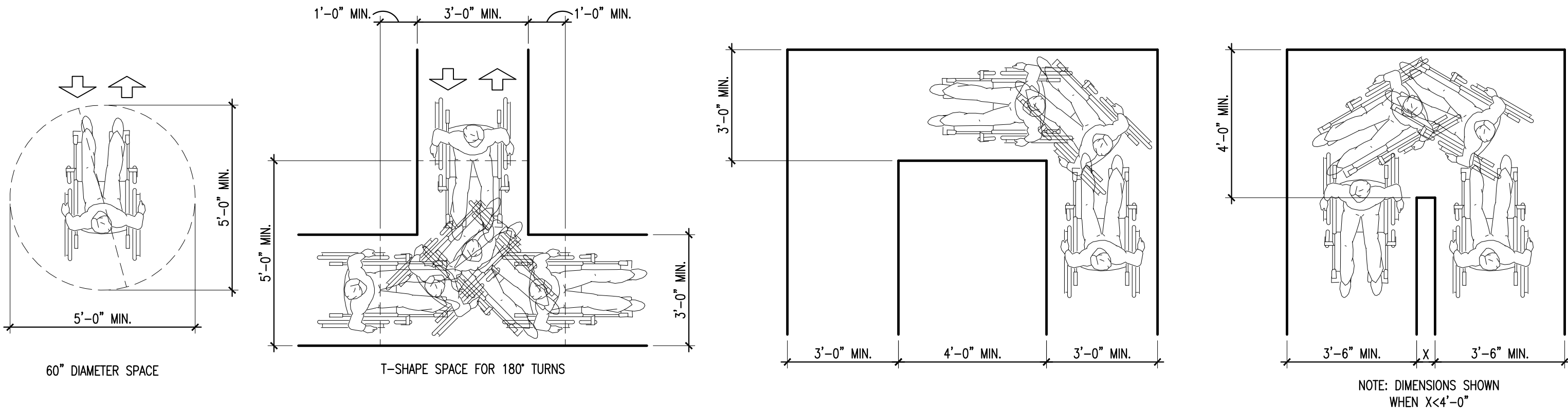
DRAWN BY: SPOTANSKI

PLAN DATE: 07-09-2018

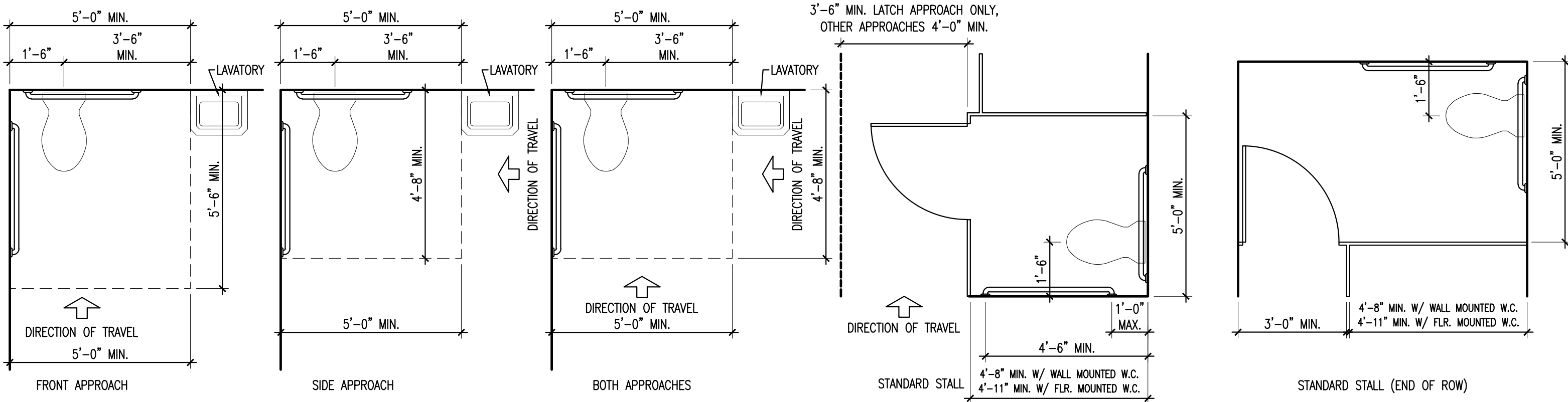
PLOT DATE: 07-09-2018

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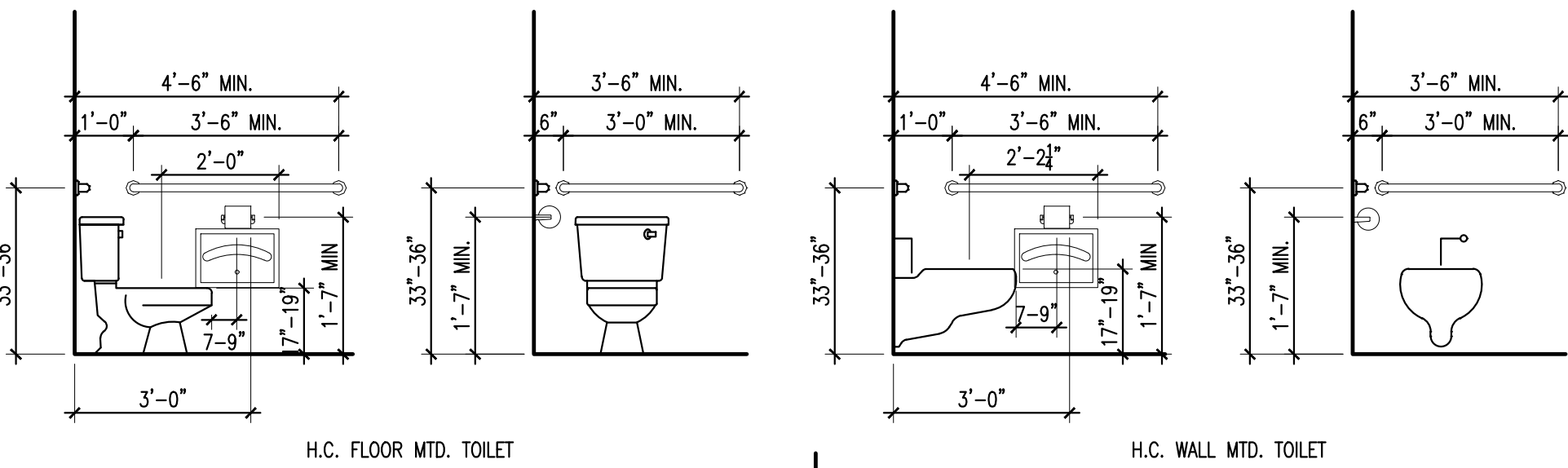
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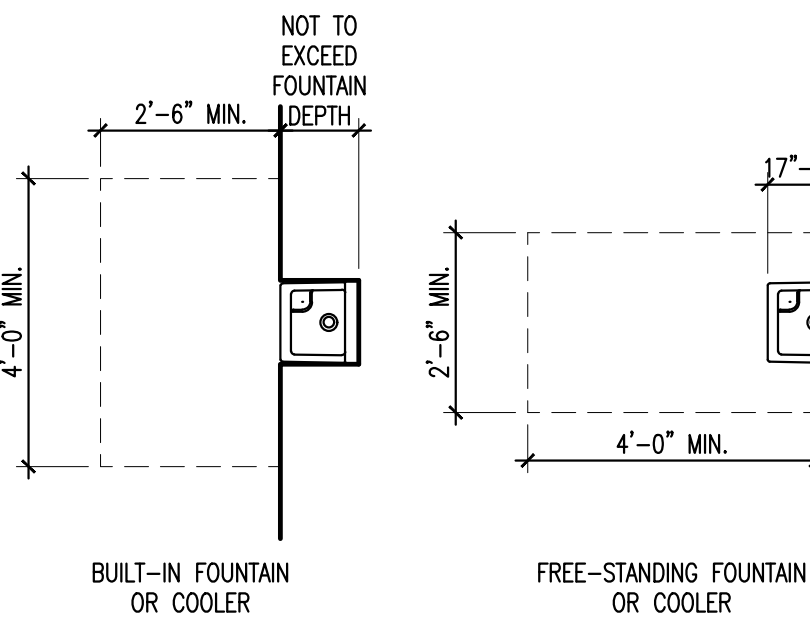
ACCESSIBLE ROUTE



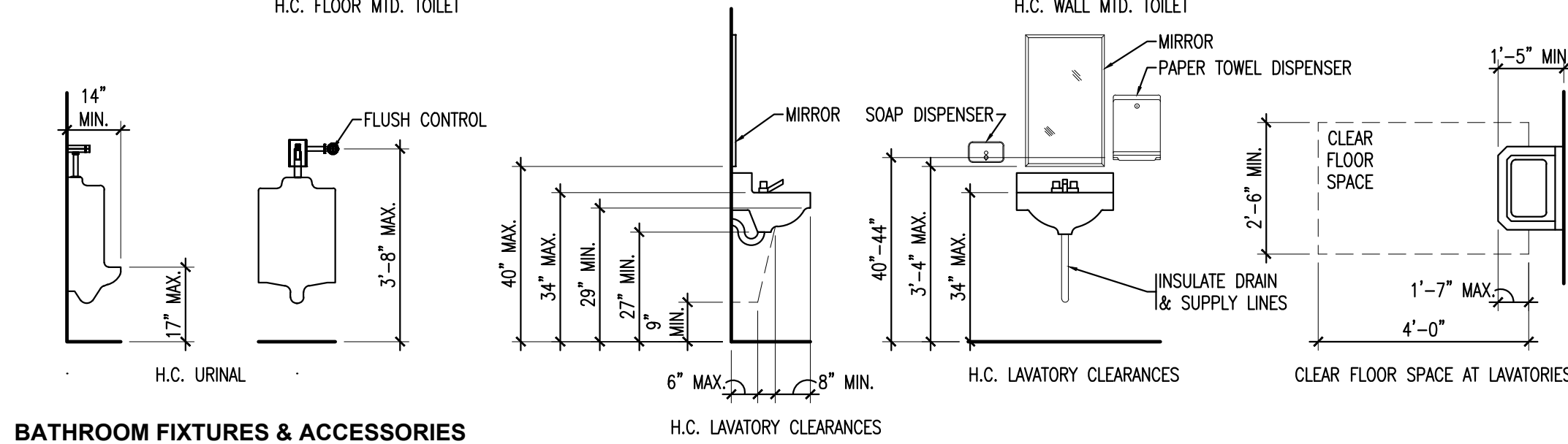
SINGLE TOILET REQUIREMENTS



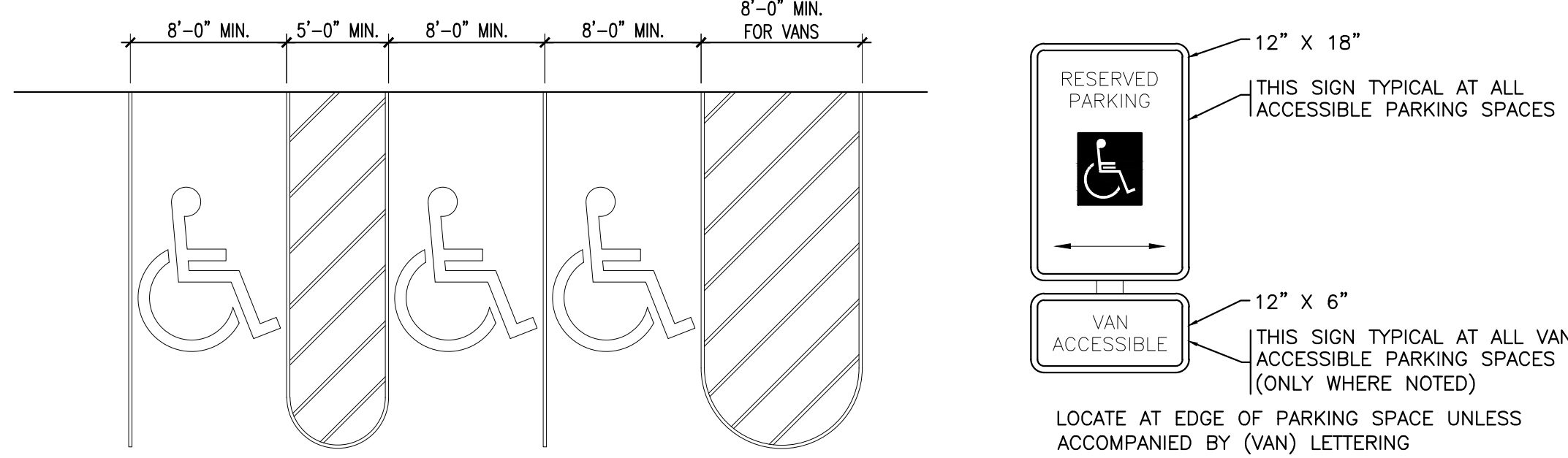
TOILET STALL REQUIREMENTS



DRINKING FOUNTAINS

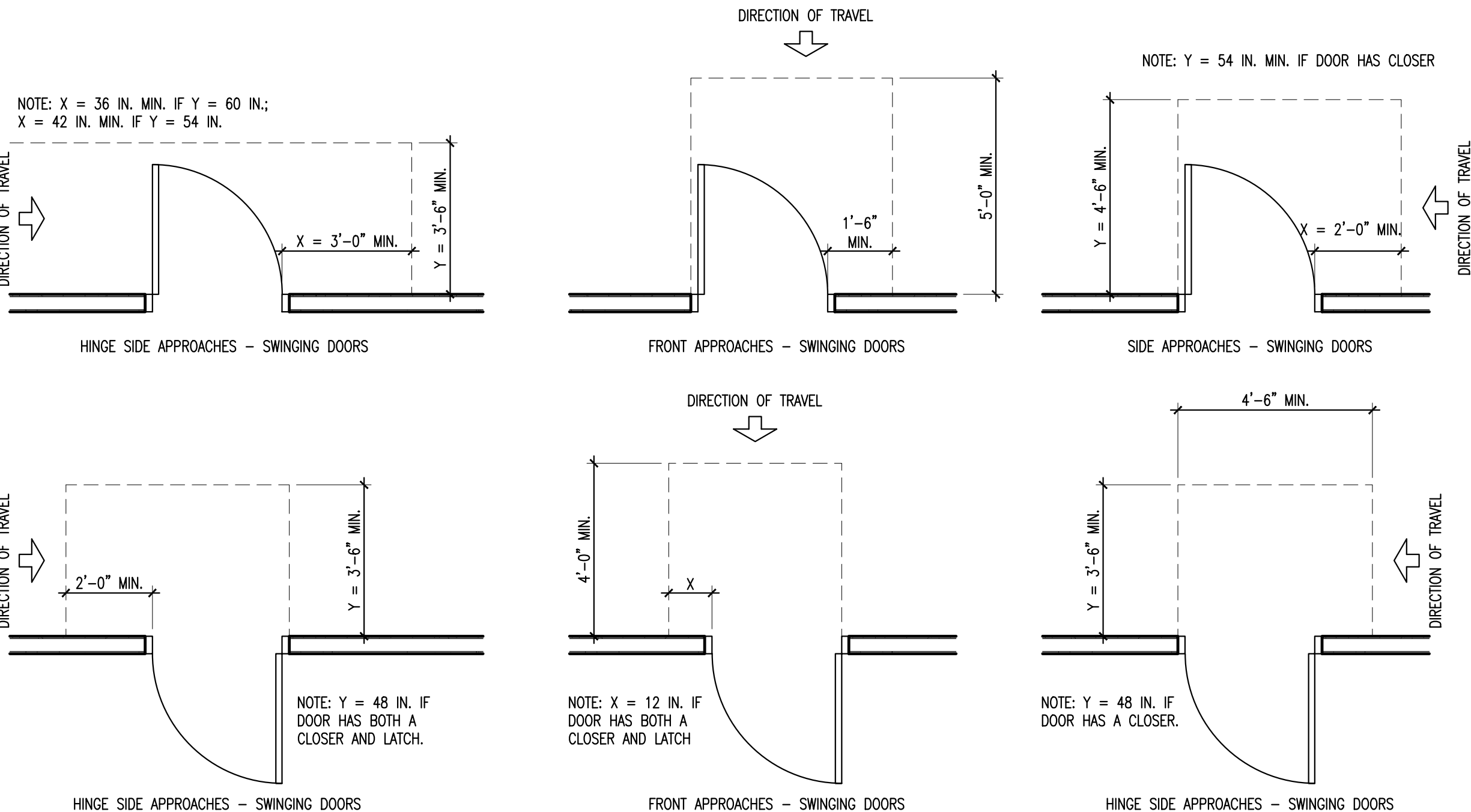


BATHROOM FIXTURES & ACCESSORIES

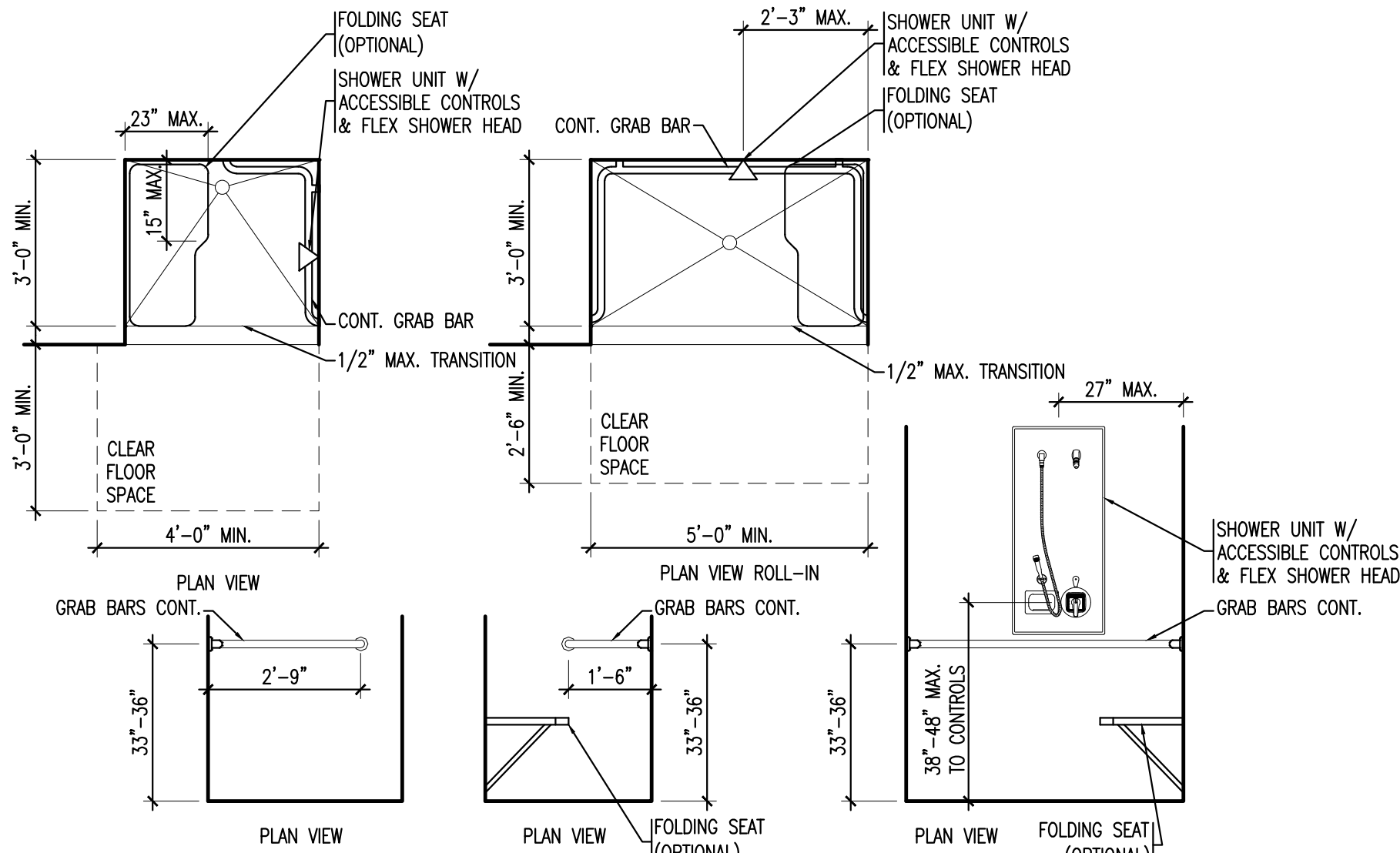


PARKING SPACES

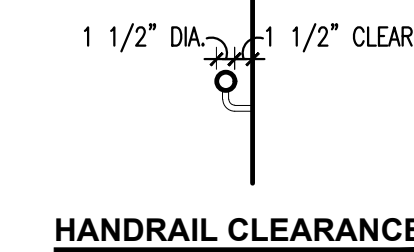
OUTDOOR SIGNAGE



MANEUVERING CLEARANCES AT DOORS



ACCESSIBLE SHOWER



HANDRAIL CLEARANCE

GENERAL NOTES

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PROFESSIONAL SEAL

PROGRESS PRINT
NOT FOR
CONSTRUCTION
07-09-2018

DATE:	
REVISION:	

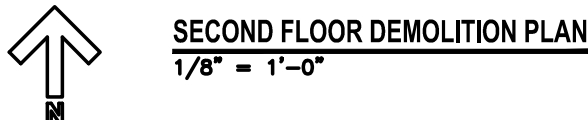
Spotanski Creative Building Design & Drafting, LLC
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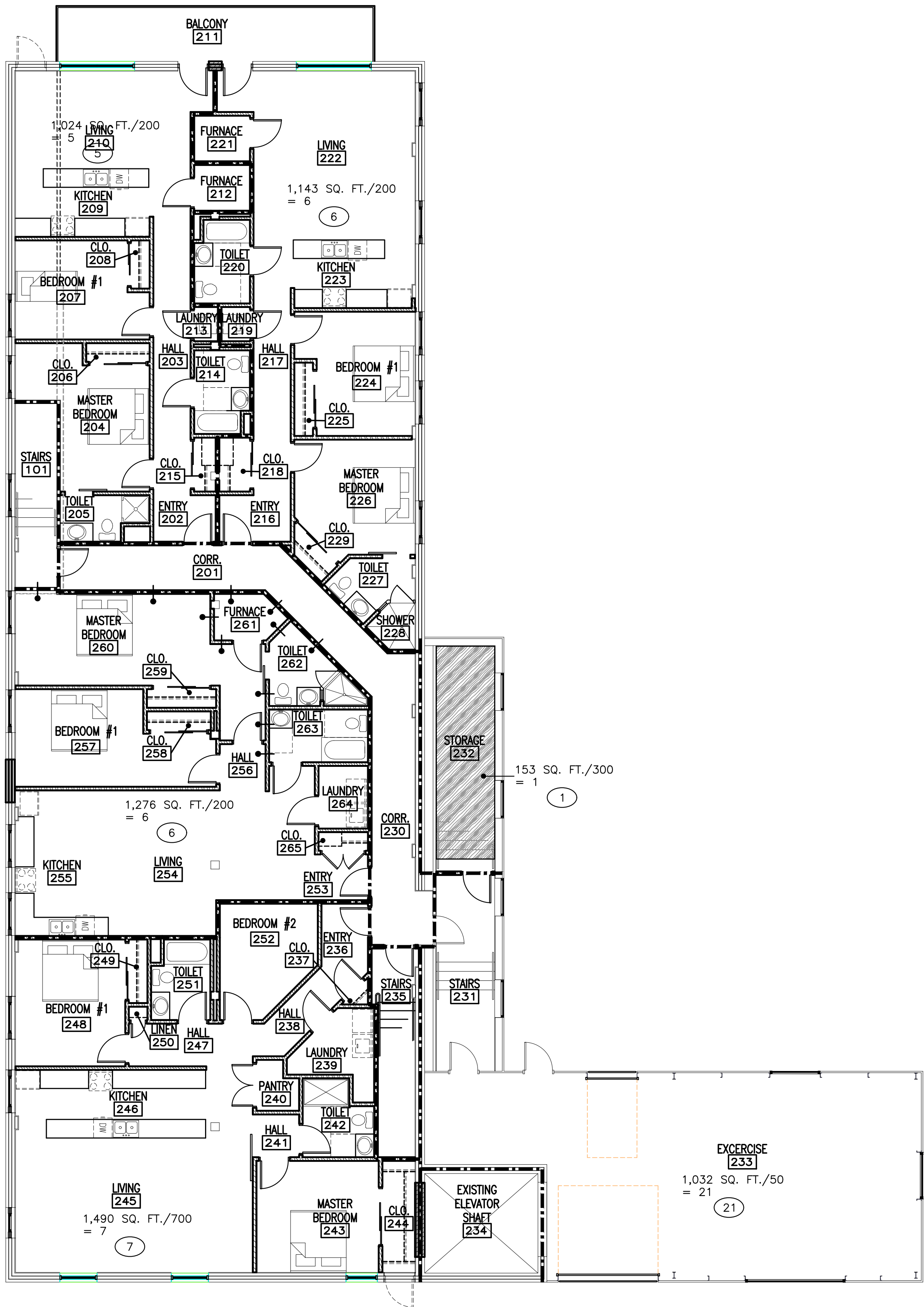
OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE 68810

SHEET TITLE: ADA INFORMATION
PROJECT DESCRIPTION:
411 W. 3RD STREET
GRAND ISLAND, NE.

DRAWN BY: SPOTANSKI
PLAN DATE: 07-09-2018
PLOT DATE: 07-09-2018
SHEET:

ADA





SECOND FLOOR CODE PLAN
1/8" = 1'-0"

PROJECT INFORMATION

INTERNATIONAL BUILDING CODE (IBC) 2012
EXISTING BUILDING:
BASEMENT FLOOR USE: GROUP S (STORAGE)
FIRST FLOOR USE: GROUP B (BUSINESS)
GROUP M (MERCANTILE)
SECOND FLOOR USE: GROUP R-2 (RESIDENTIAL)
LIFE SAFETY CODE (NFPA 101)
OCCUPANCY:
BASEMENT FLOOR USE: EXISTING STORAGE
FIRST FLOOR USE: EXISTING MERCANTILE
EXISTING BUSINESS
SECOND FLOOR USE: NEW APARTMENT

2010 AMERICANS WITH DISABILITIES ACT

CONSTRUCTION TYPE:
EXISTING BUILDING: V-B
BUILDING HEIGHTS & AREAS:
(SEE CODE REVIEW FLOOR PLAN FOR HEIGHT & AREA CALCULATIONS)

SMOKE COMPARTMENTS:
REQUIREMENTS OF NFPA 14.3.7.1 DO NOT APPLY PER EXCEPTION (2);
BUILDING SHALL BE PROTECTED THROUGHOUT BY A SUPERVISED
AUTOMATIC SPRINKLER SYSTEM (NFPA 14.3.7.2)
PER NFPA 13.

RATING REQUIREMENTS:
PRIMARY STRUCTURAL FRAME: 0 HR
BEARING WALLS: 0 HR
NON BEARING WALLS: 0 HR
FLOOR CONSTRUCTION: 0 HR
ROOF CONSTRUCTION: 0 HR

HAZARDOUS AREA SEPARATION/ PROTECTED BY 1hr. FIRE BARRIER
(NFPA 14.3.2.1):
1. LAUNDRIES
2. FURNACE ROOM

CORRIDOR WALL FIRE RESISTANCE (NFPA 14.3.6):
FIRE-RATING NOT REQUIRED AS BUILDING IS SPRINKLERED PER NFPA
13. CORRIDOR WALLS TO BE SMOKE PARTITIONS.

INTERIOR FINISH REQUIREMENTS:
(IBC - TABLE 803.5)

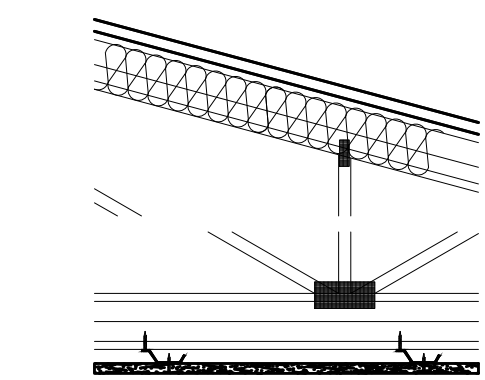
BUSINESS:
INTERIOR EXIT STAIRWAYS: CLASS B
EXIT ACCESS STAIRWAYS AND EXIT ACCESS
RAMPS: B
ROOMS AND ENCLOSED SPACES: C

MERCANTILE:
INTERIOR EXIT STAIRWAYS: CLASS B
EXIT ACCESS STAIRWAYS AND EXIT ACCESS
RAMPS: B
ROOMS AND ENCLOSED SPACES: C

RESIDENTIAL:
INTERIOR EXIT STAIRWAYS: CLASS B
EXIT ACCESS STAIRWAYS AND EXIT ACCESS
RAMPS: B
ROOMS AND ENCLOSED SPACES: C

FIRE PROTECTION SYSTEMS:
(IBC - CHAPTER 9)
1. THE BUILDING WILL BE PROTECTED THROUGHOUT BY AN APPROVED,
SUPERVISED AUTOMATIC SPRINKLER SYSTEM.
2. PORTABLE FIRE EXTINGUISHERS SHALL BE LOCATED PER THE IBC &
NFPA.
3. A MANUAL FIRE ALARM SYSTEM WILL BE PROVIDED.

OCCUPANT LOAD:
(SEE CODE REVIEW FLOOR PLAN FOR OCCUPANT LOADS)



SYSTEM DESCRIPTION

ROOF CEILING ASSEMBLY UL P531
-EXISTING ROOF SYSTEM: EXISTING PLYWOOD SHEATHING
-GLASS FIBER INSULATION BATTS AND BLANKETS OR LOOSE
FILL MATERIALS
-EXISTING CHORD WOOD TRUSSES TO REMAIN
-USG DGL DRYWALL SUSPENSION SYSTEM
-5/8" TYPE "X" GYP. BD.

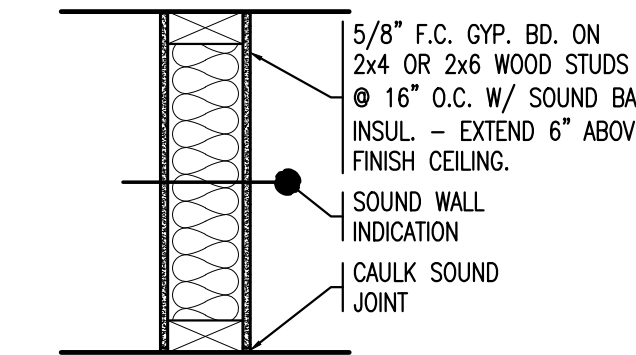
C CEILING DETAIL
1 1/2" = 1'-0"

GENERAL NOTES

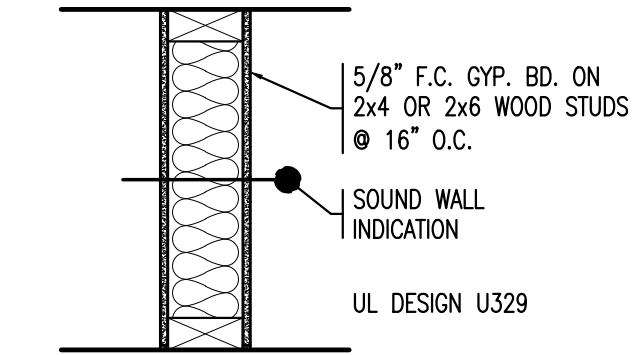
- ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, IT IS THE PROJECT LEADS RESPONSIBILITY TO VERIFY THE ACCURACY OF ALL DETAILS AND DIMENSIONS.
- THESE DRAWINGS ARE INTENDED TO CONFORM TO GENERALLY ACCEPTED BUILDING PRACTICES; HOWEVER, STATE AND LOCAL CODES VARY WIDELY AND ALL FEDERAL, STATE, AND LOCAL CODES, ORDINANCES, REGULATIONS, ETC. SHALL BE CONSIDERED AS PART OF THE SPECIFICATIONS OF THIS BUILDING, AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DESCRIBED, OR IMPLIED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL APPLICABLE BUILDING CODE REQUIREMENTS ARE BEING MET.
- DO NOT SCALE DRAWINGS, USE ONLY THE PRINTED DIMENSIONS.
- VERIFY WITH THE WINDOW MANUFACTURER ALL WINDOW SIZES AND APPLICABLE EGRESS REQUIREMENTS.
- ALL DIMENSIONS ARE TAKEN FROM/TO FINISHED FACE OR TO THE OUTSIDE OF MASONRY.
- DUE TO COORDINATION WITH FRAMING AND MECHANICAL INSTALLATIONS, FINAL DIMENSIONS MAY VARY SLIGHTLY FROM DIMENSIONS AS SHOWN ON CONSTRUCTION DRAWINGS.
- THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCEPT, INCLUDING THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL SYSTEM. STRUCTURAL INTEGRITY OF THIS BUILDING IS SUBJECT TO REVIEW BY A QUALIFIED STRUCTURAL ENGINEER. AS A SCOPE DOCUMENTS, THESE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS FOR CONSTRUCTION.
- CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK, VERIFY ALL EXISTING CONDITIONS PRIOR TO THE START OF CONSTRUCTION, AND NOTIFY THE DESIGNER IMMEDIATELY OF ANY CONFLICTS OR FIELD CONDITIONS WHICH REQUIRE ALTERATION OF THESE PLANS PRIOR TO PROCEEDING WITH THE WORK. IN THE EVENT OF DIMENSIONAL DISCREPANCIES IN THE PLANS, THE FLOOR PLANS SHALL GOVERN.
- THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR/CLIENTS SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

GENERAL LEGEND

- INDICATES SOUND WALL CONSTRUCTION
- SMOKE PARTITIONS
- 1-HOUR RATED CONSTRUCTION
- 3-HOUR RATED CONSTRUCTION



A SOUND WALL DETAIL
1 1/2" = 1'-0"



B 1-HR. FIRE WALL DETAIL
1 1/2" = 1'-0"

PROFESSIONAL SEAL

PROGRESS PRINT
NOT FOR
CONSTRUCTION
07-09-2018

DATE:	
REVISION:	

Spotanski Creative Building Design & Drafting, LLC
724 W. Hedge St., 4th Floor, Grand Island, NE 68801
(508) 850-8186 info@spotanski.com

Stacy J. Spotanski

OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE: 68810

SHEET TITLE: SECOND FLOOR CODE PLAN
PROJECT DESCRIPTION:
4111 W. 3RD STREET
GRAND ISLAND, NE.

DRAWN BY: SPOTANSKI
PLAN DATE: 07-09-2018
PLOT DATE: 07-09-2018
SHEET:

AC1.01



Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018
Regular Meeting**

Item H1

Redevelopment Contract for Central Nebraska Truck Wash Inc.

Staff Contact:

**Redevelopment Plan Amendment
Grand Island CRA Area 21
June 2018**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 21 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 18.

Executive Summary:

Project Description

THE REDEVELOPMENT OF PROPERTY LOCATED BETWEEN U.S. HIGHWAY 30 AND THE UNION PACIFIC RAILROAD TRACKS EAST OF STUHR ROAD (LOTS 1 AND 2 OF BOSSELMAN BROTHERS SECOND SUBDIVISION). CENTRAL NEBRASKA TRUCK WASH, INC., INTENDS TO CONSTRUCT A NEW CATTLE POT AND TRUCK WASH FACILITY AT THIS LOCATION, INCLUDING DEMOLITION OF AN EXISTING STRUCTURE ON THE SITE IN PREPARATION FOR REDEVELOPMENT AND NECESSARY INFRASTRUCTURE AND GRADING IMPROVEMENTS.

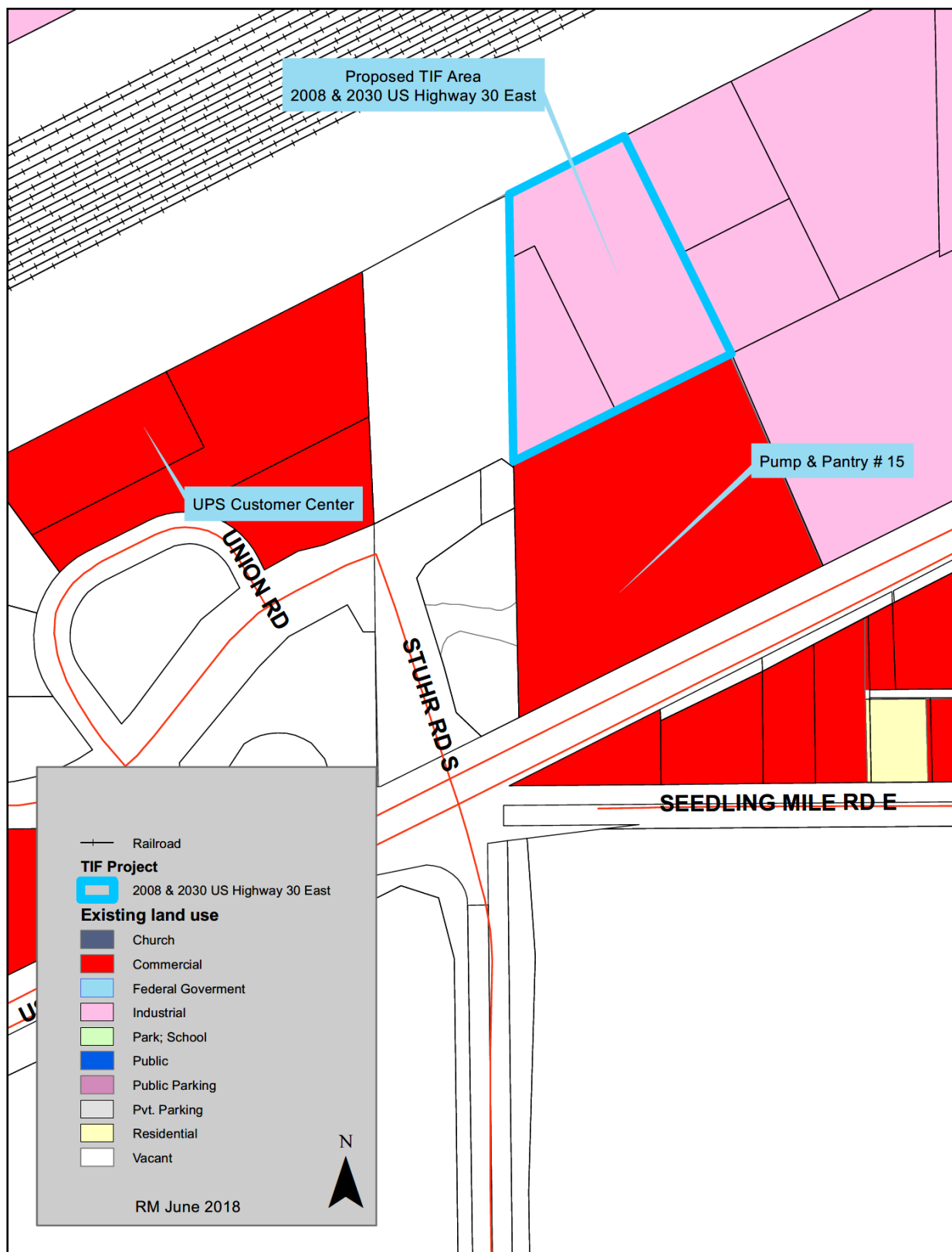
The use of Tax Increment Financing to aid in demolition, site clearance, and necessary infrastructure, grading improvements and private roadways to redevelop 2030 and 2008 E. U.S. Highway 30 (Lots 1 and 2 of Bosselman Brothers Second Subdivision in the City of Grand Island). The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in the construction of a new cattle pot and truck wash at this location. The developer has indicated that this development would not be considered for at this location without the use of TIF.

Central Nebraska Truck Wash Inc owns the subject property and will- operate in conjunction with Midwest Express, Inc., a Grand Island based trucking company providing transportation services to JBS and other Grand Island and regional manufacturers. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2019 (should this be 1/1/19?) towards the allowable costs.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the “Redevelopment Project Area”)

2030 and 2008 E. U.S. Highway 30

Legal Descriptions: Lots 1 and 2 of Bosselman Brothers Second Subdivision in the City of Grand Island)



Existing Land Use and Subject Property

This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment will be captured for up to 15 tax years the payments for which become delinquent in years 2020 through 2034 inclusive or as otherwise dictated by the contract.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of a new cattle pot and truck wash facility at this location as permitted in the M2 Heavy Manufacturing Zoning District.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation 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 tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on February 14, 2017.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (26) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on July 11, 2018 and passed Resolution 2018-10 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(26) (b)]

a. Land Acquisition:

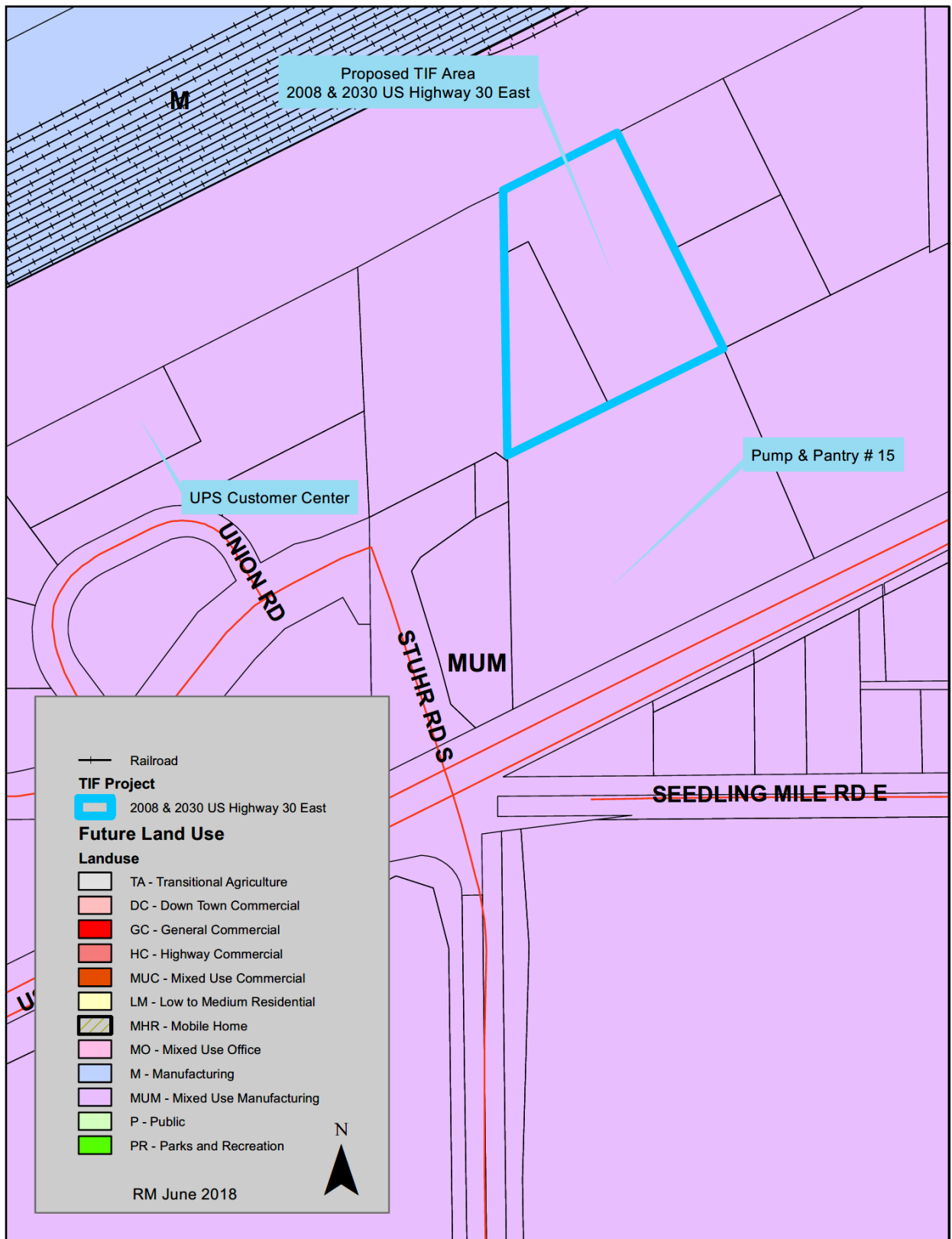
This Redevelopment Plan for Area 18 does not anticipate real property acquisition by the developer. This property was acquired by the developer to support their trucking company in 2015 for \$568,000. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

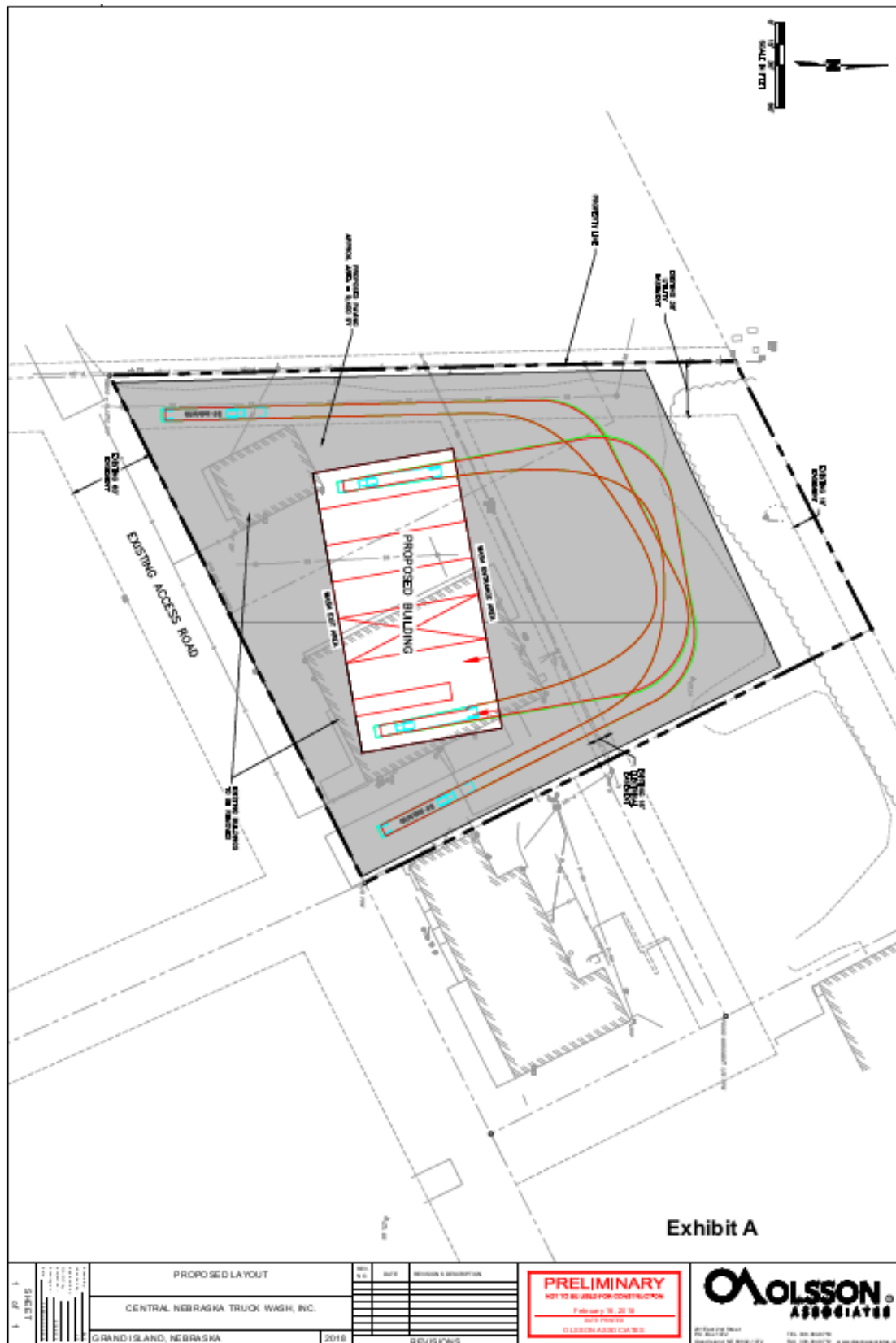
The project to be implemented with this plan provides for the demolition and removal of the existing structures and concrete on the property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. This property is in private ownership and surrounding properties are planned for mixed use manufacturing. The property south of Old Highway 30 is owned by the Union Pacific Rail Road. [§18-2103(26) (b) and §18-2111] A site plan of the area after redevelopment is also attached as Exhibit A. [§18-2111(5)]



City of Grand Island Future Land Use Map



Proposed Site Plan as developed.

Floor Plan of Proposed Building

Exhibit A

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.

The area is zoned M2 Heavy Manufacturing zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(26)(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to build on the site within the constraints allowed by the current zoning district. The M2 zoning district allows for up to 65% of each lot to be covered with buildings. The proposed cattle pot and truck wash will cover approximately 20,000 square feet or 16.4% of the lot. [§18-2103(26)(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. No new services are anticipated with this development. However, the Redeveloper will install new gas, sewer, water and electrical lines to the new buildings. Those improvements will be on site and not impact the city's main lines. . [§18-2103(26)(b) and §18-2111]

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. No individuals or families will be relocated due to this development. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA has any interest in this property.

6. Section 18-2114 of the Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The developer purchased this property in 2015 for \$568,000. This purchase price is a TIF eligible expense due to changes in the state statutes in during the 2018 legislative session. Demolition of the existing buildings is estimated at \$58,609 and is a TIF eligible expense. Site preparation including grading, dirt work, and paving of private road ways to serve the cattle pot and truck wash is estimated at \$967,769. Architecture, engineering planning, survey, legal expenses and fees for the project are estimated at \$86,512. Utility connections and extensions are estimated to cost \$166,170 and are a TIF eligible expense. The total of eligible expenses for this project is \$ 1,848,060.

No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

b. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$849,240 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2020 through December 2034. The developer will use the TIF Note to secure debt financing in the amount of \$596,524 with \$849,240 to be paid to the note holder during the term of the financing.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of blighted conditions including demolition of obsolete building and reuse/redevelopment of property within the City Limits.

8. Time Frame for Development

Development of this project is anticipated to be completed between August of 2018 and December of 2019. Excess valuation should be available for this project for 15 years beginning with the 2020 tax year.

9. Justification of Project

Demolition, extension of utilities and substantial site grading are necessary to facilitate rebuilding at this site. The redevelopment of this property by Central Nebraska Truck Wash Inc. will result in greater investment by the company in their Grand Island location and will expand their fulltime employee base within the community. The proposed use as a cattle pot (trailer washout) meets a community need to serve the JBS Plant located on the south side of U.S. Highway 30 and the trucking community supported by that facility.

10. Cost Benefit Analysis Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately \$849,240 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$4,243,375 in private sector financing and investment; a private investment of \$5.00 for every TIF dollar invested.

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Acquisition	\$ 568,000		\$568,000
Demolition	\$58,609		\$58,609
Site Preparation and Paving	\$41,287	\$926,482	\$967,769
Utilities			
Sewer, Water, Electric	\$166,170		\$166,170
Telecommunications		\$5,316	\$5,316
Arch/Engineering/Planning/Legals/Fees		\$86,512	\$86,512
Building Costs		\$3,112,565	\$3,112,565
Permits	\$15,174		\$15,174
Construction Interest		\$112,500	
TOTALS	\$849,240	\$4,243,375	\$5,092,615

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2018 valuation of approximately \$491,539. Based on the 2017 levy this would result in a real property tax of approximately \$10,640. It is anticipated that the assessed value will increase by \$2,615,615 upon full completion, as a result of the site redevelopment. This

development will result in an estimated tax increase of over \$56,616 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2018 assessed value:	\$ 491,539
Estimated value after completion	\$ 3,107,154
Increment value	\$ 2,615,615
Annual TIF generated (estimated)	\$ 56,616
TIF bond issue	\$ 849,240

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

The redevelopment project area currently has an estimated valuation of \$491,539. The proposed redevelopment will create additional valuation of \$2,615,615. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

This plan provides extension of utilities from the lot to the mains. No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be negatively impacted by this development.

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

This will have minimal impact on employers or employees within the redevelopment project area. It will create the opportunity for additional employees within the Grand Island area.

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

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area. The Grand Island labor market is tight but this will create additional full time jobs in the regions. This will allow a local company to expand in our community.

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

One of the direct results of this project will be the cattle pot or trailer washout. Because of the JBS facility just south of U.S. Highway 30 there is a real and immediate need for a place that livestock haulers can clean out their trailer before getting back on the road. This particular location is close to the JBS plant but not in a highly visible location. It is ideally suited for a use that is needed to support one of the largest employers in Grand Island and the region.

Time Frame for Development

Development of this project is anticipated to be completed between August of 2018 and December of 2019. The base tax year should be calculated on the value of the property as of January 1, 2018. Excess valuation should be available for this project for 15 years beginning in 2019 with taxes due in 2020. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$849,520 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the project the developer will spend more than \$1,848,000 on TIF eligible activities.

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA**

RESOLUTION NO. 276

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, TAX INCREMENT DEVELOPMENT REVENUE NOTE OR OTHER OBLIGATION, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$849,240 FOR THE PURPOSE OF (1) PAYING THE COSTS OF ACQUIRING, DEMOLISHING, CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE AUTHORITY'S CENTRAL NEBRASKA TRUCK WASH, INC., REDEVELOPMENT PROJECT AREA, SPECIFICALLY INCLUDING SITE PURCHASE, PREPARATION, DEMOLITION, REHABILITATION, UTILITY EXTENSION AND (2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE NOTE OR OTHER OBLIGATION; PLEDGING CERTAIN TAX REVENUE AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF THE NOTE OR OTHER OBLIGATION TO SUCH TAX REVENUES; CREATING AND ESTABLISHING FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO EXERCISE HIS OR HER INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF THE NOTE OR OTHER OBLIGATION NOT SPECIFIED HEREIN; APPROVING A REDEVELOPMENT CONTRACT AND REDEVELOPMENT PLAN; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

BE IT RESOLVED BY THE MEMBERS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. The Members of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “**Authority**”) hereby find and determine as follows:

(a) The City of Grand Island, Nebraska (the “**City**”), pursuant to the Plan Resolution (hereinafter defined), approved the City of Grand Island Redevelopment Area #21 Plan Amendment June 2018 (the “**Redevelopment Plan**”) under and pursuant to which the Authority shall undertake from time to time to redevelop and rehabilitate the Redevelopment Area (hereinafter defined).

(b) Pursuant to the Redevelopment Plan, the Authority has previously obligated itself and/or will hereafter obligate itself to provide a portion of the financing to acquire, construct, reconstruct, improve, extend, rehabilitate, install, equip, furnish and complete, at the cost and expense of the Redeveloper, a

Central Nebraska Truck Wash

portion of the improvements (as defined in the Redevelopment Contract hereinafter identified) in the Redevelopment Area (the “**Project Costs**”), including, without limitation) the cost of acquiring, constructing, reconstructing, improving, extending, rehabilitating, installing, and completing the acquisition of the Project Site (as defined in the Redevelopment Contract), (collectively, the “**Project**”), as more fully described in the Redevelopment Contract (hereinafter defined).

(c) The Authority is authorized by the Redevelopment Law (hereinafter defined) to issue tax allocation notes for the purpose of paying the costs and expenses of the Project, the principal of which is payable from certain tax revenues as set forth in the Redevelopment Law.

(d) In order to provide funds to pay a portion of the costs of the Project, it is necessary, desirable, advisable, and in the best interest of the Authority for the Authority to issue a Tax Increment Development Revenue Note or other obligation in a principal amount not to exceed \$849,240 (the “**Note**”).

(e) The Authority has conducted a Cost Benefit Analysis of the Redevelopment Project, as required by the Redevelopment Law.

(f) The Authority has determined that the Redevelopment Plan is feasible and in conformity with the general plan for the development of the city as a whole and is in conformity with the legislative declarations and determination set forth in the Redevelopment Law, in that the Redeveloper has provided information showing that it has the capacity to complete the project and that the same is feasible with the grant provided pursuant to the Redevelopment Contract and the Redevelopment Project described in the Redevelopment Plan complies with the Zoning Regulations for the Redevelopment Project Area.

(g) The Authority has documented and finds that (i) the redevelopment project in the Plan would not be economically feasible without the use of tax-increment financing, (ii) the redevelopment project would not occur in the Community Redevelopment Area without the use of tax-increment financing, and (iii) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by the redevelopment project. Documentation of economic feasibility has been provided by the Redeveloper’s lender indicating that loan funds would not be provided for project financing without a grant described in the Redevelopment Contract

(h) All conditions, acts and things required to exist or to be done precedent to the issuance of the Note do exist and have been done as required by law.

ARTICLE II

CERTAIN DEFINITIONS; COMPUTATIONS; CERTIFICATES AND OPINIONS; ORDERS AND DIRECTIONS

Section 2.1. Definitions of Special Terms. Unless the context clearly indicates some other meaning or may otherwise require, and in addition to those terms defined elsewhere herein, the terms defined in this **Section 2.1** shall, for all purposes of this Resolution, any Resolution or other instrument amendatory hereof or supplemental hereto, instrument or document herein or therein mentioned, have the meanings specified herein, with the following definitions to be equally applicable to both the singular and plural forms of any terms defined herein:

“Authority” means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

“City” means the City of Grand Island, Nebraska.

“Project Costs” means the redevelopment project costs (as defined in the Redevelopment Contract) in the Redevelopment Area, the costs of which are eligible to be paid from the proceeds of the Note.

“Assessor” means the Assessor of Hall County, Nebraska.

“Note” means the Central Nebraska Truck Wash, Inc., Redevelopment Project Tax Increment Development Revenue Note of the Authority, in a principal amount not to exceed \$849,240, issued pursuant to this Resolution, and shall include any note, including refunding note, interim certificate, debenture, or other obligation issued pursuant to the Redevelopment Law. At the option of the Owner of the Note, the titular designation of such Note may be revised to state note, interim certificate, debenture, obligation, or such other designation as is appropriate.

“Secretary” means the Secretary of the Authority.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of the Note issued and Outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the records maintained by the Registrar as provided in this Resolution.

“Date of Original Issue” means the date the Note is initially issued, which shall be the date of the first allocation of principal on the Note as further described in **Section 3.2**.

“Debt Service” means, as of any particular date of computation, and with respect to any period, the amount to be paid or set aside as of such date or such period for the payment of the principal on the Note.

“Escrow Obligations” means (a) Government Obligations, (b) certificates of deposit issued by a bank or trust company which are (1) fully insured by the Federal Deposit Insurance Corporation or similar corporation chartered by the United States or (2) secured by a pledge of any Government Obligations having an aggregate market value, exclusive of accrued interest, equal at least to the principal amount of the certificates so secured, which security is held in a custody account by a custodian satisfactory to the Registrar, or (c)(1) evidences of a direct ownership in future interest or principal on Government Obligations, which Government Obligations are held in a custody account by a custodian satisfactory to the Registrar pursuant to the terms of a custody agreement in form and substance acceptable to the Registrar and (2) obligations issued by any state of the United States or any political subdivision, public instrumentality or public authority of any state, which obligations are fully secured by and payable solely from Government Obligations, which Government Obligations are held pursuant to an agreement in form and substance acceptable to the Registrar and, in any such case, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to make the payment secured thereby.

“Finance Director” means the Treasurer/Finance Director or Acting Treasurer/Finance Director, as the case may be, of the City.

“Fiscal Year” means the twelve-month period established by the City or provided by law from time to time as its fiscal year.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Improvements” means the improvements to be constructed, reconstructed, acquired, improved, extended, rehabilitated, installed, equipped, furnished and completed in the Project Area in accordance with the Redevelopment Plan, including, but not limited to, the improvements constituting the Project (as defined in the Redevelopment Contract).

“Payment Date” means June 1 and December 1 of each year any Note is outstanding, commencing on the first Payment Date following the Date of Original Issue.

“Chairman” means the Chairman of the Authority.

“Outstanding” means when used with reference to any Note, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution except:

- (a) Notes theretofore canceled by the Registrar or delivered to the Registrar for cancellation;
- (b) Notes which are deemed to have been paid in accordance with **Section 10.1** hereof;
- (c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 3.9** hereof; and
- (d) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“Owner” means the person(s) identified as the owner(s) of the Note from time to time, as indicated on the books of registry maintained by the Registrar.

“Plan Resolution” means, Resolution No. _____ of the City, together with any other resolution providing for an amendment to the Redevelopment Plan.

“Project Area” means the area identified and referred to as the Project Site in the Redevelopment Contract.

“Record Date” means, for each Payment Date, the 15th day immediately preceding such Payment Date.

“Redeveloper” means the Redeveloper as defined in the Redevelopment Contract responsible for constructing, reconstructing, acquiring, improving, extending, rehabilitating, installing, equipping, furnishing and completing the Project.

“Redeveloper Note” means any Note that is owned by the Redeveloper according to the records of the Registrar.

“Redevelopment Contract” means the City of Grand Island Redevelopment Contract Central Nebraska Truck Wash, Inc., Redevelopment Project, dated the date of its execution, between the Authority, and Central Nebraska Truck Wash, Inc., a Nebraska corporation, relating to the Project.

“Redevelopment Area” means the community redevelopment area described, defined or otherwise identified or referred to in the Redevelopment Plan.

“Redevelopment Law” means Article VIII, Section 12 of the Constitution of the State and Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“Redevelopment Plan” means the “City of Grand Island Redevelopment Plan Amendment for Redevelopment Area #21 June 2018” passed, adopted and approved by the City pursuant to the Plan Resolution, and shall include any amendment of such Redevelopment Plan heretofore or hereafter made by the City pursuant to law.

“Refunding Notes” means the notes authorized to be issued pursuant to **Article V**.

“Registrar” means the Treasurer of the City of Grand Island, Nebraska, in its capacity as registrar and paying agent for the Note.

“Resolution” means this Resolution as from time to time amended or supplemented.

“Revenue” means the Tax Revenue.

“Special Fund” means the fund by that name created in **Section 7.1**.

“State” means the State of Nebraska.

“Tax Revenue” means, with respect to the Project Area, (a) those tax revenues referred to (1) in the last sentence of the first paragraph of Article VIII, Section 12 of the Constitution of the State and (2) in Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, and (b) all payments made in lieu thereof.

“Treasurer” means the Treasurer of Hall County, Nebraska.

Section 2.2. Definitions of General Terms. Unless the context clearly indicates otherwise or may otherwise require, in this Resolution words importing persons include firms, partnerships, associations, limited liability companies, corporations (public and private), public bodies and natural persons, and also include executors, administrators, trustees, receivers or other representatives.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Resolution as a whole and not to any particular section or subdivision thereof.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution: (a) references to Articles, Sections and other subdivisions, whether by number or letter or otherwise, are to the respective or corresponding Articles, Sections or subdivisions of this Resolution as such Articles, Sections, or subdivisions may be amended or supplemented from time to time; and (b) the word “heretofore” means before the time of passage of this Resolution, and the word “hereafter” means after the time of passage of this Resolution.

Section 2.3. Computations. Unless the facts shall then be otherwise, all computations required for the purposes of this Resolution shall be made on the assumption that the principal on the Note shall be paid as and when the same become due.

Section 2.4. Certificates, Opinions and Reports. Except as otherwise specifically provided in this Resolution, each certificate, opinion or report with respect to compliance with a condition or covenant provided for in this Resolution shall include: (a) a statement that the person making such certificate, opinion or report has read the pertinent provisions of this Resolution to which such covenant or condition relates; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate, opinion or report are based; (c) a statement that, in the opinion of such person, he has made such examination and investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; (d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with; and (e) an identification of any certificates, opinions or reports or other sources or assumptions relied on in such certificate, opinion or report.

Section 2.5. Evidence of Action by the Authority. Except as otherwise specifically provided in this Resolution, any request, direction, command, order, notice, certificate or other instrument of, by or from the City or the Authority shall be effective and binding upon the Authority, respectively, for the purposes of this Resolution if signed by the Chairman, the Vice Chairman, the Secretary, the Treasurer, the Finance Director, the Planning Director or by any other person or persons authorized to execute the same by statute, or by a resolution of the City or the Authority, respectively.

ARTICLE III

AUTHORIZATION AND ISSUANCE OF THE NOTE; GENERAL TERMS AND PROVISIONS

Section 3.1. Authorization of Note. Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of acquiring, constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the Project, and (b) the costs of issuing the Note, the Authority shall issue the Note in a principal amount not to exceed \$849,240. The Note shall be designated as "Community Redevelopment Authority of the City of Grand Island, Nebraska, Central Nebraska Truck Wash, Inc., Redevelopment Project Tax Increment Development Revenue Note," shall have an appropriate series designation as determined by the Finance Director, shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than the December 31, 2035, and shall bear interest at an annual rate of 0.00%. The Note shall be issued as a single Note as further described in **Section 3.2**.

The Note is a special, limited obligation of the Authority payable solely from the Revenue and the amounts on deposit in the funds and accounts established by this Resolution. The Note shall not in any event be a debt of the Authority (except to the extent of the Revenue and other money pledged under this Resolution), the State, nor any of its political subdivisions, and neither the Authority (except to the extent of the Revenue and other money pledged under this Resolution), the City, the State nor any of its political subdivisions is liable in respect thereof, nor in any event shall the principal of or interest on the Note be payable from any source other than the Revenue and other money pledged under this Resolution. 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. Neither any official of the Authority nor any person executing the Note shall be liable personally on the Note by reason of its issuance. The validity of the Note is not and shall not be dependent upon the completion of the Project or upon the performance of any obligation relative to the Project.

The Revenue and the amounts on deposit in the funds and accounts established by this Resolution are hereby pledged and assigned for the payment of the Note, and shall be used for no other purpose than to

pay the principal of or interest on the Note, except as may be otherwise expressly authorized in this Resolution. The Note shall not constitute a debt of the Authority or the City within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Authority, and neither the Authority nor the City shall not be liable for the payment thereof out of any money of the Authority or the City other than the Tax Revenue and the other funds referred to herein.

Nothing in this Resolution shall preclude the payment of the Note from (a) the proceeds of future notes issued pursuant to law or (b) any other legally available funds. Nothing in this Resolution shall prevent the City or the Authority from making advances of its own funds howsoever derived to any of the uses and purposes mentioned in this Resolution.

Section 3.2. Details of Note; Authority of Finance Director.

(a) The Note shall be dated the Date of Original Issue and shall be issued to the purchaser thereof, as the Owner, in installments. The Note shall be delivered on the earlier of allocation of the maximum principal amount of the Note or upon the issuance of a certificate of occupancy of the building constituting the Project. The Note shall be issued as a single Note.

(b) Proceeds of the Note may be advanced and disbursed in the manner set forth below:

(1) There shall be submitted to the Finance Director a disbursement request in a form acceptable to the Finance Director (the “**Disbursement Request**”), executed by the City’s Planning Director and an authorized representative of the Redeveloper, (A) certifying that a portion of the Project has been substantially completed and (B) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(2) The Finance Director shall evidence such allocation in writing and inform the Owner of the Note of any amounts allocated to the Note.

(3) Such amounts shall be deemed proceeds of the Note and the Finance Director shall inform the Registrar in writing of the date and amount of such allocation. The Registrar shall keep and maintain a record of the amounts allocated to the note pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on the Note and its records maintained for the Note. The aggregate amount endorsed as the Principal amount Advanced on the Note shall not exceed \$849,240.

The Authority shall have no obligation to pay any Disbursement Request unless such request has been properly approved as described above, and proceeds of the Note have been deposited by the Owner of the Note (if other than the Redeveloper) into the Project Fund.

The records maintained by the Registrar as to principal amount advanced and principal amounts paid on the Note shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

(c) The Note shall be dated the Date of Original Issue, which shall be the initial date of a allocation of the Note.

(d) As of the Date of Original Issue of the Note, there shall be delivered to the Registrar the following:

(1) A signed investor's letter in a form acceptable to the Finance Director and Note Counsel; and

(2) Such additional certificates and other documents as the special counsel for the Authority may require.

(e) The note shall bear zero percent interest on the Cumulative Outstanding Principal Amount of the Note from the Date of Original Issue.

(f) The principal of the Note shall be payable in any coin or currency of the United States of America from all funds held by the which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payments on the Note due prior to maturity or earlier redemption and payment of any principal upon redemption price to maturity shall be made by check mailed by the Registrar on each Interest Payment Date to the Owners, at the Owners' address as it appears on the books of registry maintained by the Registrar on the Record Date. The principal of the Note due at maturity or upon earlier redemption shall be payable upon presentation and surrender of the Note to the Registrar. When any portion of the Note shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease on the principal amount of such Note so redeemed from and after the date of redemption thereof.

(g) The Note shall be executed by the manual signatures of the Chairman and Secretary of the Authority. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if s/he had remained in office until such delivery, and the Note may be signed by such persons as at the actual time of the execution of such Note shall be the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

(i) The Finance Director is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (1) the Date of Original Issue, the principal amount of the Note in accordance with **Section 3.2(a)**, (2) the maturity date of the Note, which shall be not later than December 31, 2035, (3) the initial Payment Date and (4) any other term of the Note not otherwise specifically fixed by the provisions of this Resolution.

(j) Any Note issued upon transfer or exchange of any other Note shall be dated as of the Date of Original Issue.

(k) The Note shall be issued to such Owner as shall be mutually agreed between the Redeveloper and the Finance Director for a price equal to 100% of the principal amount thereof. No Note shall be delivered to any Owner unless the Authority shall have received from the Owner thereof such documents as may be required by the Finance Director to demonstrate compliance with all applicable laws, including without limitation compliance with **Section 3.6** hereof. The Authority may impose such restrictions on the transfer of any Note as may be required to ensure compliance with all requirements relating to any such transfer.

Section 3.3. Form of Note Generally. The Note shall be issued in registered form. The Note shall be in substantially the form set forth in **Article IX**, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and with such additional changes as the Finance Director may deem necessary or appropriate. The Note may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 3.4. Appointment of Registrar. The Finance Director is hereby appointed the registrar and paying agent for the Note. The Registrar shall specify its acceptance of the duties, obligations and trusts imposed upon it by the provisions of this Resolution by a written instrument deposited with the Authority prior to the Date of Original Issue of the initial Note. The Authority reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and the Note in its possession to the successor Registrar and shall deliver the note register to the successor Registrar. The Registrar 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 Registrar.

Section 3.5. Exchange of Note. Any Note, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Owner thereof, be exchanged for another Note in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate. The Authority shall make provision for the exchange of the Note at the principal office of the Registrar.

Section 3.6. Negotiability, Registration and Transfer of Note. The Registrar shall keep books for the registration and registration of transfer of the Note as provided in this Resolution. The transfer of the Note may be registered only upon the books kept for the registration and registration of transfer of the Note upon (a) surrender thereof to the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar and (b) evidence acceptable to the Authority that the assignee is a bank or a qualified institutional buyer as defined in Rule 144A promulgated by the Securities and Exchange Commission. Prior to any transfer and assignment, the Owner will obtain and provide to the Authority, an investor's letter in form and substance satisfactory to the Authority evidencing compliance with the provisions of all federal and state securities laws, and will deposit with the Authority an amount to cover all reasonable costs incurred by the Authority, including legal fees, of accomplishing such transfer. A transfer of any Note may be prohibited by the Authority if (1) a default then exists under the Redevelopment Contract, (2) the assessed valuation of the Redeveloper Property (as defined in the Redevelopment Contract) is less than \$2,500,000, or (3) a protest of the valuation of the Redeveloper Property is ongoing. Upon any such registration of transfer the Authority shall execute and deliver in exchange for such Note a new Note, registered in the name of the transferee, in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

In all cases in which any Note shall be exchanged or a transfer of a Note shall be registered hereunder, the Authority shall execute at the earliest practicable time execute and deliver a Note in accordance with the provisions of this Resolution. The Note surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. Neither the Authority nor the Registrar shall make a charge for the first such exchange or registration of transfer of any Note by any Owner. The Authority or the Registrar, or both, may make a charge for shipping, printing and out-of-pocket costs for every subsequent exchange or registration of transfer of such Note sufficient to reimburse it or them for any and all costs required to be paid with respect to such exchange or registration of transfer. Neither the Authority nor the Registrar shall be required to make any such exchange or registration of transfer of any Note during the period between a Record Date and the corresponding Interest Payment Date.

Section 3.7. Ownership of Note. As to any Note, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on such Note shall be made only to or upon the order of the Owner

thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 3.8. Disposition and Destruction of Note. The Note, upon surrender to the Registrar for final payment, whether at maturity or upon earlier redemption, shall be canceled upon such payment by the Registrar and, upon written request of the Finance Director, be destroyed.

Section 3.9. Mutilated, Lost, Stolen or Destroyed Note. If any Note becomes mutilated or is lost, stolen or destroyed, the Authority shall execute and deliver a new Note of like date and tenor as the Note mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Authority. In the case of any lost, stolen or destroyed Note, there first shall be furnished to the Authority evidence of such loss, theft or destruction satisfactory to the Authority, together with indemnity to the Authority satisfactory to the Authority. If any such Note has matured, is about to mature or has been called for redemption, instead of delivering a substitute Note, the Authority may pay the same without surrender thereof. Upon the issuance of any substitute Note, the Authority may require the payment of an amount by the Owner sufficient to reimburse the Authority for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 3.10. Non-presentment of Note. If any Note is not presented for payment when the principal thereof becomes due and payable as therein and herein provided, whether at the stated maturity thereof or call for optional or mandatory redemption or otherwise, if funds sufficient to pay such Note have been made available to the Registrar all liability of the Authority to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Resolution or on, or with respect to, said Note. If any Note is not presented for payment within five years following the date when such Note becomes due, the Registrar shall repay to the Authority the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority, and the Registered Owner thereof shall be entitled to look only to the Authority for payment, and then only to the extent of the amount so repaid to it by the Registrar, and the Authority shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE IV

REDEMPTION OF NOTE

Section 4.1. Redemption of Note. The Note is subject to redemption at the option of the Authority prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Authority shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 4.2. Redemption Procedures. The Finance Director is hereby authorized, without further action of the Council, to call all or any portion of the principal of the Note for payment and redemption prior to maturity on such date as the Finance Director shall determine, and shall deposit sufficient funds in the Debt Service Account from the Surplus Account to pay the principal being redeemed plus the accrued interest thereon to the date fixed for redemption. The Finance Director may effect partial redemptions of any Note without notice to the Owner and without presentation and surrender of such Note, but total redemption of any Note may only be effected with notice to the Owner and upon presentation and surrender

of such Note to the Registrar. Notice of a total redemption of any Note shall be sent by the Registrar by first-class mail not less than five days prior to the date fixed for redemption to the Owner's address appearing on the books of registry maintained by the Registrar and indicate (a) the title and designation of the Note, (b) the redemption date, and (c) a recitation that the entire principal balance of such Note plus all accrued interest thereon is being called for redemption on the applicable redemption date.

Section 4.3. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of any Note, the principal amount of such Note actually Outstanding from time to time shall be determined and maintained by the Registrar. The Registrar shall make a notation in the books of registry maintained for each Note indicating the original principal advance of such Note as determined in accordance with **Section 3.2** and make such additional notations as are required to reflect any additional principal advances or redemptions of such Note from time to time, including on the Table of Cumulative Outstanding Principal Amount attached to each Note if it is presented to the Registrar for that purpose. Any Owner may examine the books of registry maintained by the Registrar upon request, and the Registrar shall grant such request as soon as reasonably practicable. Any failure of the Registrar to record a principal advance or a redemption on the Table of Cumulative Outstanding Principal Amount shall not affect the Cumulative Outstanding Principal Amount shown on the records of the Registrar.

ARTICLE V

REFUNDING NOTES

Section 5.1. Refunding Notes. Refunding Notes may be issued at any time at the direction of the Finance Director for the purpose of refunding (including by purchase) any Note or any portion thereof, including amounts to pay principal to the date of maturity or redemption (or purchase) and the expenses of issuing the Refunding Notes and of effecting such refunding; provided that the Debt Service on all notes to be outstanding after the issuance of the Refunding Notes shall not be greater in any Fiscal Year than would have been the Debt Service in such Fiscal Year were such refunding not to occur.

ARTICLE VI

EFFECTIVE DATE OF PROJECT; PLEDGE OF REVENUE

Section 6.1. Effective Date of Project. For purposes of Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, the effective date of the Project shall be determined as set forth in the Redevelopment Contract. The Planning Director is hereby directed to notify the Assessor of the effective date of the Project on the form prescribed by the Property Tax Administrator.

Section 6.2. Collection of Revenue; Pledge of Revenue. As provided for in the Redevelopment Plan, and pursuant to the provisions of the Redevelopment Law, for the period contemplated thereby, the Tax Revenue collected in the Project Area shall be allocated to and, when collected, paid into the Special Fund under the terms of this Resolution to pay the principal on the Note. When the Note has been paid in accordance with this Resolution, the Redevelopment Plan and the Redevelopment Contract, the Tax Revenue shall be applied as provided for in the Redevelopment Law.

The Revenue is hereby allocated and pledged in its entirety to the payment of the principal on the Note and to the payment of the Project Costs (including the Project), until the principal on the Note has been paid (or until money for that purpose has been irrevocably set aside), and the Revenue shall be applied solely to the payment of the principal on the Note. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner and shall be irrevocable.

Section 6.3. Potential Insufficiency of Revenue. Neither the Authority nor the City makes any representations, covenants, or warranties to the Owner that the Revenue will be sufficient to pay the principal of or interest on the Note. Payment of the principal of and interest on the Note is limited solely and exclusively to the Revenue pledged under the terms of this Resolution, and is not payable from any other source whatsoever.

ARTICLE VII

CREATION OF FUNDS AND ACCOUNTS; PAYMENTS THEREFROM

Section 7.1. Creation of Funds and Account. There is hereby created and established by the Authority the following funds and accounts which funds shall be held by the Finance Director of the City separate and apart from all other funds and moneys of the Authority and the City under her control a special trust fund called the “Central Nebraska Truck Wash, Inc., Redevelopment Project Tax Increment Special Fund” (the “**Special Fund**”).

So long as the Note remains unpaid, the money in the foregoing fund and accounts shall be used for no purpose other than those required or permitted by this Resolution, any Resolution supplemental to or amendatory of this Resolution and the Redevelopment Law.

Section 7.2. Special Fund. All of the Revenue shall be deposited into the Special Fund. The Revenue accumulated in the Special Fund shall be used and applied on the Business Day prior to each Payment Date (a) to make any payments to the Authority as may be required under the Redevelopment Contract and (b) to pay principal on the Note to the extent of any money then remaining the Special Fund on such Payment Date. Money in the Special Fund shall be used solely for the purposes described in this **Section 7.2.** All Revenues received through and including December 31, 2035 shall be used solely for the payments required by this **Section 7.2.**

ARTICLE VIII

COVENANTS OF THE AUTHORITY

So long as the Note is outstanding and unpaid, the Authority will (through its proper officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Resolution or in the Note, including the following covenants and agreements for the benefit of the Owner which are necessary, convenient and desirable to secure the Note and will tend to make them more marketable; provided, however, that such covenants do not require either the City or the Authority to expend any money other than the Revenue nor violate the provisions of State law with respect to tax revenue allocation.

Section 8.1. No Priority. The Authority covenants and agrees that it will not issue any obligations the principal of or interest on which is payable from the Revenue which have, or purport to have, any lien

upon the Revenue prior or superior to or in parity with the lien of the Note; provided, however, that nothing in this Resolution shall prevent the Authority from issuing and selling notes or other obligations which have, or purport to have, any lien upon the Revenue which is junior to the Note and the Debt Service thereon, or from issuing and selling notes or other obligations which are payable in whole or in part from sources other than the Revenue.

Section 8.2. To Pay Principal of the Note. The Authority will duly and punctually pay or cause to be paid solely from the Revenue the principal of the Note on the dates and at the places and in the manner provided in the Note according to the true intent and meaning thereof and hereof, and will faithfully do and perform and fully observe and keep any and all covenants, undertakings, stipulations and provisions contained in the Note and in this Resolution.

Section 8.4. Books of Account; Financial Statements. The Authority covenants and agrees that it will at all times keep, or cause to be kept, proper and current books of account (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the Revenue and other funds relating to the Project.

Section 8.5. Eminent Domain Proceeds. The Authority covenants and agrees that should all or any part of the Project be taken by eminent domain or other proceedings authorized by law for any public or other use under which the property will be exempt from ad valorem taxation, the net proceeds realized by the Authority therefrom shall constitute Project Revenue and shall be deposited into the Special Fund and used for the purposes and in the manner described in **Section 7.2**.

Section 8.6. Protection of Security. The Authority is duly authorized under all applicable laws to create and issue the Note and to adopt this Resolution and to pledge the Revenue in the manner and to the extent provided in this Resolution. The Revenue so pledged is and will be free and clear of any pledge, lien, charge, security interest or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Resolution, except as otherwise expressly provided herein, and all corporate action on the part of the Authority to that end has been duly and validly taken. The Note is and will be a valid obligation of the Authority in accordance with its terms and the terms of this Resolution. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and security interest granted with respect to the Revenue pledged under this Resolution and all the rights of the Owner under this Resolution against all claims and demands of all persons whomsoever.

ARTICLE IX

FORM OF NOTE

Section 9.1. Form of Note. The Note shall be in substantially the following form:

(FORM OF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS NOTE MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE IS A BANK OR A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION AND THE OWNER HAS OBTAINED AND PROVIDED TO THE AUTHORITY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AUTHORITY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE

SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AUTHORITY MAY REQUIRE.

THIS NOTE MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN SECTION 3.6 OF RESOLUTION NO. _____ OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

CENTRAL NEBRASKA TRUCK WASH, INC., REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2018

No. R-1

Up to \$849,240
(subject to reduction as described herein)

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 2035

0.00%

REGISTERED OWNER: Central Nebraska Truck Wash, Inc.

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Note to be signed by the manual signature of the Chairman of the Authority, countersigned by the manual signature of the Secretary of the Authority.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2021, by check or draft mailed to the Registered Owner hereof as shown on the note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable payment date occurs, at such Owner’s address as it appears on such note registration books. The principal of this Note is payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

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, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____, 2018, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$849,240.

This Note has been issued by the Authority for the purpose of financing the costs of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing certain improvements within the area identified and referred to as the City of Grand Island Redevelopment Plan Amendment for Redevelopment Area #21 June 2018, (Central Nebraska Truck Wash, Inc., Project) which is more specifically described in the Resolution, and to carry out the Authority’s corporate purposes and powers in connection therewith.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Note, the nature and extent of the security thereby created, the terms and conditions under which this Note has been issued, the rights and remedies of the Registered Owner of this Note, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Note, the Registered Owner assents to all of the provisions of the Resolution.

This Note is a special limited obligation of the Authority payable as to principal solely from and is secured solely by the Tax Revenue (as defined in the Resolution) pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Tax Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of Hall County, Nebraska to the City in accordance with law.

The principal hereon shall not be payable from the general funds of the City nor 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. 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 and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Tax Revenues and other funds pledged under the Resolution, which Tax Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Note in accordance with the provisions of this Resolution.

The Registrar may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Note then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Registrar 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.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Tax Revenue pledged to the payment of the principal on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Authority and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Note is subject to redemption prior to maturity, at the option of the Authority, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Note is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Note, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Note so redeemed shall become due and payable and if money for the payment of the portion of the Note so redeemed shall be held for the purpose of such payment by the Registrar.

This Note is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Authority and the

Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This note is being issued as a registered note without coupons. This note is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note have happened, do exist and have been performed in regular and due time, form and manner; that this Note does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Note as provided in this Resolution.

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the note register kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within note in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____
Title: _____

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SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
CENTRAL NEBRASKA TRUCK WASH, INC., REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2018**

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

ARTICLE X

**DEFEASANCE; MONEY HELD FOR PAYMENT OF
DEFEASED NOTE**

Section 10.1. Discharge of Liens and Pledges; Note No Longer Outstanding Hereunder. The obligations of the Authority under this Resolution, including any Resolutions, resolutions or other proceedings supplemental hereto, and the liens, pledges, charges, trusts, assignments, covenants and agreements of the Authority herein or therein made or provided for, shall be fully discharged and satisfied as to the Note or any portion thereof, and the Note or any portion thereof shall no longer be deemed to be outstanding hereunder and thereunder,

(a) when the any Note or portion thereof shall have been canceled, or shall have been surrendered for cancellation or is subject to cancellation, or shall have been purchased from money in any of the funds held under this Resolution, or

(b) if the Note or portion thereof is not canceled or surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal of the Note or any portion

thereof, plus interest on such principal to the due date thereof, either (1) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Registrar for the Note, in trust and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Escrow Obligations maturing as to principal in such amount and at such times as will insure the availability of sufficient money to make such payment.

Provided that, with respect to any total redemption of any Note, notice of redemption shall have been duly given or provision satisfactory to the Registrar shall have been made therefor, or waiver of such notice, satisfactory in form, shall have been filed with the Registrar.

At such time as any Note or portion thereof shall no longer be outstanding hereunder, and, except for the purposes of any such payment from such money or such Escrow Obligations, such Note or portion thereof shall no longer be secured by or entitled to the benefits of this Resolution.

Any such money so deposited with the Registrar for any Note or portion thereof as provided in this **Section 10.1** may at the direction of the Finance Director also be invested and reinvested in Escrow Obligations, maturing in the amounts and times as hereinbefore set forth. All income from all Escrow Obligations in the hands of the Registrar which is not required for the payment of such Note or portion thereof with respect to which such money shall have been so deposited, shall be paid to the Authority and deposited in the Special Fund as and when realized and collected for use and application as is other money deposited in that fund.

Anything in this Resolution to the contrary notwithstanding, if money or Escrow Obligations have been deposited or set aside with the Registrar pursuant to this **Section 10.1** for the payment of any Note and such Note shall not have in fact been actually paid in full, no amendment to the provisions of this **Section 10.1** shall be valid as to or binding upon the Owner thereof without the consent of such Owner.

Section 10.2. Certain Limitations After Due Date. If sufficient money or Escrow Obligations shall have been deposited in accordance with the terms hereof with the Registrar in trust for the purpose of paying the Notes or any portion thereof when the same becomes due, whether at maturity or upon earlier redemption, all liability of the Authority for such payment shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such money or Escrow Obligations, without liability to the Owners, in trust for the benefit of the Owners, who thereafter shall be restricted exclusively to such money or Escrow Obligations for any claim for such payment of whatsoever nature on his part.

Notwithstanding the provisions of the preceding paragraph of this **Section 10.2**, money or Escrow Obligations held by the Registrar in trust for the payment and discharge of the principal of on any Note which remain unclaimed for five years after the date on which such payment shall have become due and payable, either because the Notes shall have reached their maturity date or because the entire principal balance of the Notes shall have been called for redemption, if such money was held by the Registrar or such paying agent at such date, or for five years after the date of deposit of such money, if deposited with the Registrar after the date when such Note became due and payable, shall, at the written request of the Authority be repaid by the Registrar to the Authority as the Authority's property and free from the trust created by this Resolution, and the Registrar shall thereupon be released and discharged with respect thereto, and the Owner thereof shall look only to the Authority for the payment thereof.

ARTICLE XI

AMENDING AND SUPPLEMENTING OF RESOLUTION

Section 11.1. Amending and Supplementing of Resolution Without Consent of Owner. The Authority may at any time without the consent or concurrence of the Owner of the Note adopt a resolution amendatory hereof or supplemental hereto if the provisions of such supplemental Resolution do not materially adversely affect the rights of the Owner of the Note, for any one or more of the following purposes:

(a) To make any changes or corrections in this Resolution as to which the Authority shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(b) To add additional covenants and agreements of the Authority for the purpose of further securing payment of the Note;

(c) To surrender any right, power or privilege reserved to or conferred upon the Authority by the terms of this Resolution;

(d) To confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution; and

(e) To grant to or confer upon the Owner of the Note any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon them.

The Authority shall not adopt any supplemental Resolution authorized by the foregoing provisions of this **Section 11.1** unless in the opinion of counsel the adoption of such supplemental Resolution is permitted by the foregoing provisions of this **Section 11.1** and the provisions of such supplemental Resolution do not materially and adversely affect the rights of the Owner of the Note.

Section 11.2. Amending and Supplementing of Resolution with Consent of Owner. With the consent of the Owners of the Note, the Authority from time to time and at any time may adopt a resolution amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Resolution, or modifying or amending the rights and obligations of the Authority under this Resolution, or modifying or amending in any manner the rights of the Owner of the Note; provided, however, that, without the specific consent of the Owner of the Note, no supplemental Resolution amending or supplementing the provisions hereof shall: (a) change the fixed maturity date for the payment or the terms of the redemption thereof, or reduce the principal amount of the Note or the rate of interest thereon or the Redemption Price payable upon the redemption or prepayment thereof; (b) authorize the creation of any pledge of the Tax Revenues and other money and securities pledged hereunder, prior, superior or equal to the pledge of and lien and charge thereon created herein for the payment of the Note except to the extent provided in **Articles III** and **V**; or (c) deprive the Owner of the Note in any material respect of the security afforded by this Resolution. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Owner\ of the Note of the adoption of any supplemental Resolution authorized by the provisions of **Section 11.1**.

It shall not be necessary that the consents of the Owner of the Note approve the particular form of wording of the proposed amendment or supplement or of the proposed supplemental Resolution effecting such amendment or supplement, but it shall be sufficient if such consents approve the substance of the proposed amendment or supplement. After the Owner of the Note shall have filed its consent to the amending or supplementing hereof pursuant to this Section, the Authority may adopt such supplemental Resolution.

Section 11.3. Effectiveness of Supplemental Resolution. Upon the adoption (pursuant to this **Article XI** and applicable law) by the Authority of any supplemental Resolution amending or supplementing the provisions of this Resolution or upon such later date as may be specified in such supplemental Resolution, (a) this Resolution and the Note shall be modified and amended in accordance with such supplemental Resolution, (b) the respective rights, limitations of rights, obligations, duties and immunities under this Resolution and the Owner of the Note shall thereafter be determined, exercised and enforced under this Resolution subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental Resolution shall be a part of the terms and conditions of the Note and of this Resolution for any and all purposes.

ARTICLE XII

MISCELLANEOUS

Section 12.1. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Authority hereby (a) authorizes and directs the Chairman, Finance Director, Secretary, Planning Director and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the Authority and such other actions as they, or any of them, in consultation with Special Counsel, the Owner and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Finance Director the right, power and authority to exercise his independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Note not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Note. The execution and delivery by the Finance Director or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the Authority's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Authority and the authorization, approval and ratification by the Authority of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Finance Director and all other officers, officials, employees and agents of the Authority, including without limitation the expenditure of funds and the selection, appointment and employment of Special Counsel and financial advisors and agents, in connection with issuance and sale of the Note, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 12.2. Proceedings Constitute Contract; Enforcement Thereof. The provisions of this Resolution shall constitute a contract between the Authority and the Owner and the provisions thereof shall be enforceable by the Owner by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the issuance and delivery of any Note, this Resolution and any supplemental Resolution shall not be repealable, but shall be subject to modification or amendment to the extent and in the manner provided in this Resolution, but to no greater extent and in no other manner.

Section 12.3. Benefits of Resolution Limited to the Authority and the Owner. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or should be construed to confer upon or give to any person other than the Authority and the Owner of the Note any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Authority and the Owner from time to time of the Note as herein and therein provided.

Section 12.4. No Personal Liability. No officer or employee of the Authority shall be individually or personally liable for the payment of the principal of or interest on the Note. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 12.5. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Resolution requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Resolution the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 12.6. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the City, the Authority or the Registrar to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Note, but the Owner of the Note shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 12.7. Law and Place of Enforcement of this Resolution. The Resolution shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State except to the extent necessary

for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 12.8. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 12.9. Repeal of Inconsistent Resolution. Any Resolution of the City, or the Authority and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 12.10. Publication and Effectiveness of this Resolution. This Resolution shall take effect and be in full force from and after its passage by the Community Redevelopment Authority of the City.

Section 12.11 Authority to Execute Redevelopment Contract and Approve Plan. The Chairman and Secretary are authorized and directed to execute the Redevelopment Contract, in the form presented with such changes as the Chairman, in his discretion deems proper. The Plan is approved and adopted.

PASSED AND ADOPTED: _____, 2018.

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA**

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Secretary

Central Nebraska Truck Wash, Inc.

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the 8th day of August, 2018, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), and Central Nebraska Truck Wash, Inc., a Nebraska corporation ("Redeveloper").

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the "Act"), has designated an area within the City as blighted and substandard;

WHEREAS, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan amendment entitled " Redevelopment Plan Amendment Grand Island CRA Area #21 June 2018" (the "Redevelopment Plan");

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of lots and lands located in a blighted and substandard area;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

Central Nebraska Truck Wash, Inc.

"Authority" means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

"City" means the City of Grand Island, Nebraska.

"Governing Body" means the Mayor and City Council of the City.

"Holder(s)" means the registered owner or owners of Indebtedness issued by the Authority from time to time outstanding.

"Indebtedness" means any notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority pursuant to the Resolution and Article III hereof to provide financing for a portion of the Project Costs and secured in whole or in part by TIF Revenues. The Indebtedness as initially issued by the Authority shall consist of the Authority's Tax Increment Development Revenue Note (Central Nebraska Truck Wash Redevelopment Project), Series 2018, to be issued in an amount not to exceed \$849,240 in substantially the form set forth on Exhibit C and purchased by the Redeveloper as set forth in Section 3.04 of this Redevelopment Contract.

"Liquidated Damages Amount" means the amounts to be repaid to Authority by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

"Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto.

"Project Cost Certification" means a statement prepared and signed by the Redeveloper verifying the Redeveloper has become legally obligated for, or has paid the Project Costs identified on Exhibit D.

"Project Costs" means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103(12)(a) through (f), inclusive, including the providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit D. Project Costs shall include, but not be limited to demolition, site preparation, private roadways, planning and engineering expenditures, all improvements related to Project public infrastructure costs, utility extensions and costs of the Authority for legal and plan preparation, all as described in Section 3.04 of this Redevelopment Contract.

"Redeveloper" means Central Nebraska Truck Wash, Inc., a Nebraska corporation.

"Redevelopment Project Area" means that certain real property situated in the City of Grand Island, Hall County, Nebraska which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

Central Nebraska Truck Wash, Inc.

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the Project, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

"Redevelopment Contract" means this redevelopment contract between the Authority and Redeveloper with respect to the Project.

"Redevelopment Plan" means the Redevelopment Plan Amendment (also defined in the recitals hereto) for the Redevelopment Project Area related to the Project, as attached hereto as Exhibit B, prepared by the Authority, approved by the City and adopted by the Authority pursuant to the Act.

"Resolution" means the Resolution of the Authority authorizing the issuance of the Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

"TIF Revenues" means incremental ad valorem taxes generated on the Redevelopment Project Property by the Project which are to be allocated to and paid to the Authority pursuant to the Act.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase "at any time" shall be construed as meaning at any time or from time to time.

(c) The word "including" shall be construed as meaning "including, but not limited to."

(d) The words "will" and "shall" shall each be construed as mandatory.

(e) The words "herein," "hereof," "hereunder", "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

Central Nebraska Truck Wash, Inc.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings of Authority.

The Authority makes the following findings:

(a) The Authority is a duly organized and validly existing community Redevelopment Authority under the Act.

(b) The Redevelopment Plan has been duly approved by the City and adopted by the Authority pursuant to Sections 18-2109 through 18-2117 of the Act.

(c) The Authority deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project is expected to achieve the public purposes of the Act by among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and other purposes set forth in the Act.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on representations made by the Redeveloper and information provided to the Authority:

(i) the Project would not be economically feasible without the use of tax-increment financing, and

(ii) the Project would not occur in the Redevelopment Project Area without the use of tax-increment financing, and

(iii) the Redeveloper's lender has provided written documentation that required funding to complete the Project is conditioned on receipt of a grant in the amount of \$849,240.

(f) The Authority has determined 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 by the

Central Nebraska Truck Wash, Inc.

Authority and have been found to be in the long-term best interest of the community impacted by the Project.

(g) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

(h) The Authority has conducted a Cost Benefit Analysis of the project as a part of the Redevelopment Plan Amendment and has made the same available to public inspection at the office of the City Planning Department in City Hall in Grand Island, Nebraska.

(i) The Redevelopment Plan Amendment is determined to be feasible and consistent with the City's general plan for development and as this commercial project is allowed by the general plan and zoning regulations for the Project Area adopted by the City.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska corporation having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Authority a certificate of good standing, a certified copy of the Redeveloper's by-laws and a certified copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature

Central Nebraska Truck Wash, Inc.

upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

(d) The Project would not be economically feasible without the use of tax increment financing. The Redeveloper does not have sufficient capital to complete the Project without a loan. Redeveloper's Lender has conditioned the required loan on receipt of a grant in the amount of \$849,240 from the Authority.

(e) The Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on any Lot or Lots located in the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date (the "Effective Date"), as described in Section 18-2147 (1) of the Act, which Effective Date shall be the January 1, 2019. Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax on the real estate located in the Redevelopment Project Area 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) of the Redevelopment Project Area 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 tax on real property in the Redevelopment Project Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "Note Fund") 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 taxes upon real property in such Phase shall be paid into the funds of the respective public bodies.

Central Nebraska Truck Wash, Inc.

Section 3.02 Issuance of Indebtedness

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 the Resolution and this Redevelopment Contract; provided, at all times the maximum amount of the Indebtedness shall be limited to the lesser of (i) the stated face amount of the Indebtedness, or (ii) the sum of all Project Costs incurred by the Redeveloper as set forth on Exhibit D. No Indebtedness will be issued until Redeveloper has acquired fee title to the Redevelopment Project Property and become obligated for construction of the additions and improvements forming a part of the Project as described in the Plan.

Prior to October 1, 2018, the Authority shall issue one Tax Increment Development Revenue Note, in one taxable series, in a maximum principal amount of Eight Hundred Forty Nine Thousand Two Hundred Forty and no/100 Dollars (\$849,240), in substantially the form shown on the attached Exhibit C ("TIF Note"), for net funds available to be purchased by Redeveloper ("TIF Note Purchaser"), in a written form acceptable to Authority's attorney, and receive Note proceeds from the TIF Note Purchaser in said amount. At the option of the Authority, the Authority shall make a grant to Redeveloper in such amount, and such grant shall offset TIF Note Purchaser's obligation to purchase the TIF Note. Subject to the terms of this Agreement and the Resolution, the Authority's Treasurer on behalf of the Authority shall have the authority to determine the timing of issuing the Indebtedness and all the other necessary details of the Indebtedness.

The Redeveloper agrees to purchase 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 (including any pledgee thereof). Neither the Authority nor the City shall have any obligation to provide for the sale of the Indebtedness. It is the sole responsibility of the Redeveloper to effect the sale of the Indebtedness by purchasing the Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution. Redeveloper acknowledges that it is its understanding and the Authority's understanding that interest on the Indebtedness will be includable in gross income for federal income tax purposes and subject to Nebraska State income taxation.

Section 3.03 Pledge of Revenues.

Under the terms of the Resolution, the Authority pledges 100% of the available annual TIF Revenues derived from the Redevelopment Project Property as security for and to provide payment of the Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for the Indebtedness in accordance with the terms of the Resolution).

Section 3.04 Purchase and Pledge of Indebtedness/Grant of Net Proceeds of Indebtedness.

The Redeveloper has agreed to purchase the Indebtedness from the Authority for a price equal to the principal amount thereof, payable as provided in Section 3.02 and this Section 3.04. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the

Central Nebraska Truck Wash, Inc.

Redeveloper is to receive a grant sufficient to pay the costs of site acquisition, demolition and rehabilitation expenditures, all improvements related to Project public infrastructure costs, site preparation costs, utility extensions and costs of the Authority for legal and plan preparation including those items described on Exhibit D (the "Project Costs"), in the aggregate maximum amount not to exceed \$849,240. Notwithstanding the foregoing, the aggregate amount of the Indebtedness and the grant shall not exceed the amount of Project Costs as certified pursuant to Section 4.02 of this Redevelopment Contract. Such grant shall be made to the Redeveloper upon certification of Project Costs as set forth herein and in the Resolution, and payment purchase of the Indebtedness as provided in Section 3.02, unless Redeveloper elects to offset the payment of the purchase of the Indebtedness with the grant proceeds as provided herein and in the Resolution. The Authority shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05 Creation of Funds.

In the Resolution, the Authority has provided for the creation of the following funds and accounts which funds shall be held by the Authority separate and apart from all other funds and moneys of the Authority and the City:

(a) a special trust fund called the "Central Nebraska Truck Wash Redevelopment Project Note Fund" (the "Note Fund"). All of the TIF Revenues shall be deposited into the Note Fund. The TIF Revenues accumulated in the Note Fund shall be used and applied on the Business Day prior to each Interest Payment Date (i) to make any payments to the City or the Authority as may be required under the Redevelopment Contract and (ii) to pay principal of or interest on the Note to the extent of any money then remaining the Note Fund on such Interest Payment Date. Money in the Note Fund shall be used solely for the purposes described herein and in the Resolution. All Revenues received through and including December 31, 2035 shall be used solely for the payments required herein and by the Resolution; and

(b) a special trust fund called the "Central Nebraska Truck Wash Redevelopment Project Fund" (the "Project Fund") The Authority shall disburse any money on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for the Project Costs in each case within 5 Business Days after completion of the steps set forth herein and in the Resolution. If a sufficient amount to pay a properly completed Disbursement Request (as defined in Section 4.02) is not in the Project Fund at the time of the receipt by the Authority of such request, the Authority shall notify the owner of the Note and such owner may deposit an amount sufficient to pay such request with the Authority for such payment. As set forth in the Resolution, if the Redeveloper is the owner of the Note and the Redeveloper so elects, the Authority shall make a grant to Redeveloper in the amount of an approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Note.

Central Nebraska Truck Wash, Inc.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Note; Insurance.

(a) Redeveloper will acquire the Project, demolish and rehabilitate structures on the site, prepare the site for redevelopment, install all required utilities and improvements in the public right-of-way in accordance with the plans and specifications provided to the Authority. Redeveloper will coordinate with the City for the City's design and construction required for the installation of all public infrastructure improvements and right-of-way improvements. The Redeveloper shall provide and pay for infrastructure installation.

Redeveloper shall pay for the costs of site acquisition, site preparation, demolition and rehabilitation, utility extension, public infrastructure and costs of the Authority as set forth on Exhibit D, from the grant provided in Section 3.04 hereof. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip 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 with respect to construction of the Project. Such reports shall include actual expenditures incurred as described on Exhibit D.

(b) Any general contractor chosen by the Redeveloper shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act or as is otherwise required by law. The City, the Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include 'All Risk' insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Authority and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.

(c) Notwithstanding any provision herein to the contrary, in the event Redeveloper has not acquired fee simple title to the Redevelopment Project Area on or before December 1, 2018, this Redevelopment Contract shall be null and void and of no force or effect effective as of the date of execution hereof, and neither party shall have any liability or obligation to the other party with respect hereto.

(d) The Redeveloper shall provide a payment and performance bond from a bond company doing business in the state of Nebraska in the total amount of all Redevelopment Project Costs or such other amount as shall be approved by the Authority. The City and Authority shall be named as beneficiaries under such bond.

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Section 4.02 Cost Certification & Disbursement of Note Proceeds.

Proceeds of the Note may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Authority a grant disbursement request (the "Disbursement Request"), executed by the Director of the City's Planning Department and an authorized representative of the Redeveloper, (i) certifying that a portion of the Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(b) If the costs requested for reimbursement under the Disbursement Request are currently reimbursable under Exhibit D of this Redevelopment Contract and the Community Redevelopment Law, the Authority shall evidence such allocation in writing and inform the owner of the Note of any amounts allocated to the Note.

(c) Upon notification from the Authority as described in Section 4.02(b), deposits to the accounts in the Project Fund may be made from time to time from funds received by the Authority from the owner of the Note (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written Disbursement Requests as described herein. Such amounts shall be proceeds of the Note and the Treasurer of the Authority shall inform the Registrar (as defined in the Note Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the Note, the Authority shall make a grant to Redeveloper in the amount of the approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Note. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Note proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Note. The aggregate amount deposited into the Project Fund from proceeds of the Note shall not exceed \$849,240.

Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself its successors and assigns that it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Authority. Such consent shall not be unreasonably withheld. Redeveloper

Central Nebraska Truck Wash, Inc.

agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

Section 4.50 Payment of Authority Costs.

Redeveloper shall pay to the Authority the following sums upon execution hereof:

- a. \$3,500 for legal expenses of Authority
- b. \$1,000 for City and Authority administrative accounting of incremental tax payments.

**ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

Section 5.01 Financing

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area and the Redevelopment Project Property which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the Indebtedness and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

**ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION**

Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Authority shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in Article III hereof and by complying with the obligations of all Redevelopment Contract Amendments.

Central Nebraska Truck Wash, Inc.

Section 6.02 Additional Remedies of Authority

In the event that (each such event an "event of default"):

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the Project Costs on or before October 1, 2018, or shall abandon construction work related to the Project Costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather,

(b) the Redeveloper, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; and

(c) there is a violation of any other provision of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 90 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority given to the Redeveloper.

Interest shall accrue on the Liquidated Damages Amount at the rate of three percent (3%) per annum and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Redevelopment Project Property and the Project.

Redeveloper, on or before contracting for work included within the Project Costs, shall furnish to the Authority copies of labor and materials payment bonds and performance bonds for each contract entered into by Redeveloper related to Project Costs. Each such bond shall show the Authority and the City as well as the Redeveloper as beneficiary of any such bond, as and to the extent commercially obtainable (as determined in the discretion of the Authority). In addition, the Redeveloper shall provide a penal bond with good and sufficient surety to be approved by the Authority, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to Project Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Authority to the extent of any payments in

Central Nebraska Truck Wash, Inc.

connection with the carrying out of such contracts which the Authority may be required to make under the law.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area or any part thereof for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their respective elected officials, officers, directors, appointed officials, employees, attorneys, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth Article III hereof and payment of TIF Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Authority from, agrees that neither the City nor Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

Central Nebraska Truck Wash, Inc.

The Redeveloper will indemnify and hold each of the City and Authority and their respective elected officials, directors, officers, appointed officials, attorneys, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract may be recorded in the office of the Register of Deeds of Hall County, Nebraska.

Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03 Binding Effect: Amendment, Assignment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound. The Redeveloper may assign its rights and obligations to a controlled entity which shall be bound by all the terms hereof.

Section 7.04 Effective Date and Implementation of Redevelopment Contract.

This Agreement is in full force and effect from and after the date of execution hereof by both the Redeveloper and the Authority.

Section 7.05 Notices to Parties.

Notices to Parties shall be mailed by U. S. Mail to the following addresses:

Redeveloper:

Central Nebraska Truck Wash, Inc.

2110 East Highway 30

Grand Island, NE 68801

Central Nebraska Truck Wash, Inc.

Authority and City:
Director
Grand Island Community Redevelopment Authority
Hall County Regional Planning Department
100 E 1st Street
P.O. Box 1968
Grand Island, NE 68802

IN WITNESS WHEREOF, City and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

Secretary

By: _____
Chairman

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of 2018, by _____ and _____, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

Notary Public

Central Nebraska Truck Wash, Inc.

Central Nebraska Truck Wash, Inc.

By: _____
President

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, President of Central Nebraska Truck Wash, Inc., on behalf of the corporation.

Notary Public

Central Nebraska Truck Wash, Inc.

EXHIBIT A
DESCRIPTION OF REDEVELOPMENT AREA

Lots One and Two, Bosselman Brothers Second Subdivision to the City of Grand Island, Hall County, Nebraska.

Central Nebraska Truck Wash, Inc.

EXHIBIT B
REDEVELOPMENT PLAN

[Attach copy of Redevelopment Plan Amendment]

Central Nebraska Truck Wash, Inc.

EXHIBIT C

(FORM OF NOTE)

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE NOTE
(CENTRAL NEBRASKA TRUCK WASH REDEVELOPMENT PROJECT), SERIES
2018

No. R-1

Up to \$849,240
(subject to reduction as described herein)

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 2035

0.0%

REGISTERED OWNER: Central Nebraska Truck Wash, Inc.

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Note to be signed by the manual signature of the Chairman of the Authority, countersigned by the manual signature of the Secretary of the Authority, and the City's corporate seal imprinted hereon.

Central Nebraska Truck Wash, Inc.

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA**

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2021, by check or draft mailed to the Registered Owner hereof as shown on the Note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such Note registration books. The principal of this Note and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

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, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____ 2018, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$849,240.

This Note is a special limited obligation of the Authority payable as to principal and interest solely from and is secured solely by the Revenue (as defined in the Resolution) and certain

Central Nebraska Truck Wash, Inc.

other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of Hall County, Nebraska to the City in accordance with law.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Note, the nature and extent of the security thereby created, the terms and conditions under which this Note has been issued, the rights and remedies of the Registered Owner of this Note, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Note, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor 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. 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 and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Note in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Note then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee 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.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Revenue and other money and securities pledged to the payment of the principal

Central Nebraska Truck Wash, Inc.

of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Authority and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Note is subject to redemption prior to maturity, at the option of the Authority, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Note is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Note, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Note so redeemed shall become due and payable and if money for the payment of the portion of the Note so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Note is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Authority and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This Note is being issued as fully a registered Note without coupons. This Note is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note have happened, do exist and have been performed in regular and due time, form and manner; that this Note does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Note as provided in this Resolution.

Central Nebraska Truck Wash, Inc.

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Note on the Note register kept by the Registrar for
the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment
must correspond with the name of the
Registered Owner as it appears upon the
face of the within Note in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR
240.17 Ad-15)

By: _____
Title: _____

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Central Nebraska Truck Wash, Inc.

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
CENTRAL NEBRASKA TRUCK WASH REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2018**

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

Central Nebraska Truck Wash, Inc.

Exhibit D
Project Costs

Redevelopment Project Costs

1. Site Acquisition	\$568,000
2. Demolition	\$ 58,609
3. Site preparation and road paving	\$ 41,287
4. Utility extension	\$166,170
5. Permits	<u>\$ 15,174</u>
Total	\$849,240

Central Nebraska Truck Wash, Inc.



Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018
Regular Meeting**

Item H2

**Redevelopment Plan for CRA Area #2 Southwest Corner of Locust
and U.S. Highway 34-Grand Island Hotel LLC**

Staff Contact:

**Redevelopment Plan Amendment
Grand Island CRA Area 2
August 2018**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 2 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific housing related project in Area 2.

**Executive Summary:
Project Description**

THE ACQUISITION OF PROPERTY AT 3400 S LOCUST STREET AND THE SUBSEQUENT SITE WORK, UTILITY IMPROVEMENTS, STREET IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR DEVELOPMENT OF THIS PROPERTY INTO FOUR COMMERCIAL LOTS INTENDED FOR A 79 ROOM COMFORT INN SUITES AND THREE COMMERCIAL LOTS.

The use of Tax Increment Financing (TIF) to aid in the acquisition of property, necessary site work and installation of public utilities and utility connections and street and drainage improvements necessary to develop this site. The use of TIF makes it feasible to complete the proposed project within the timeline presented. This project would not be considered at this time and location without the use of TIF. Financing for the project is contingent on TIF

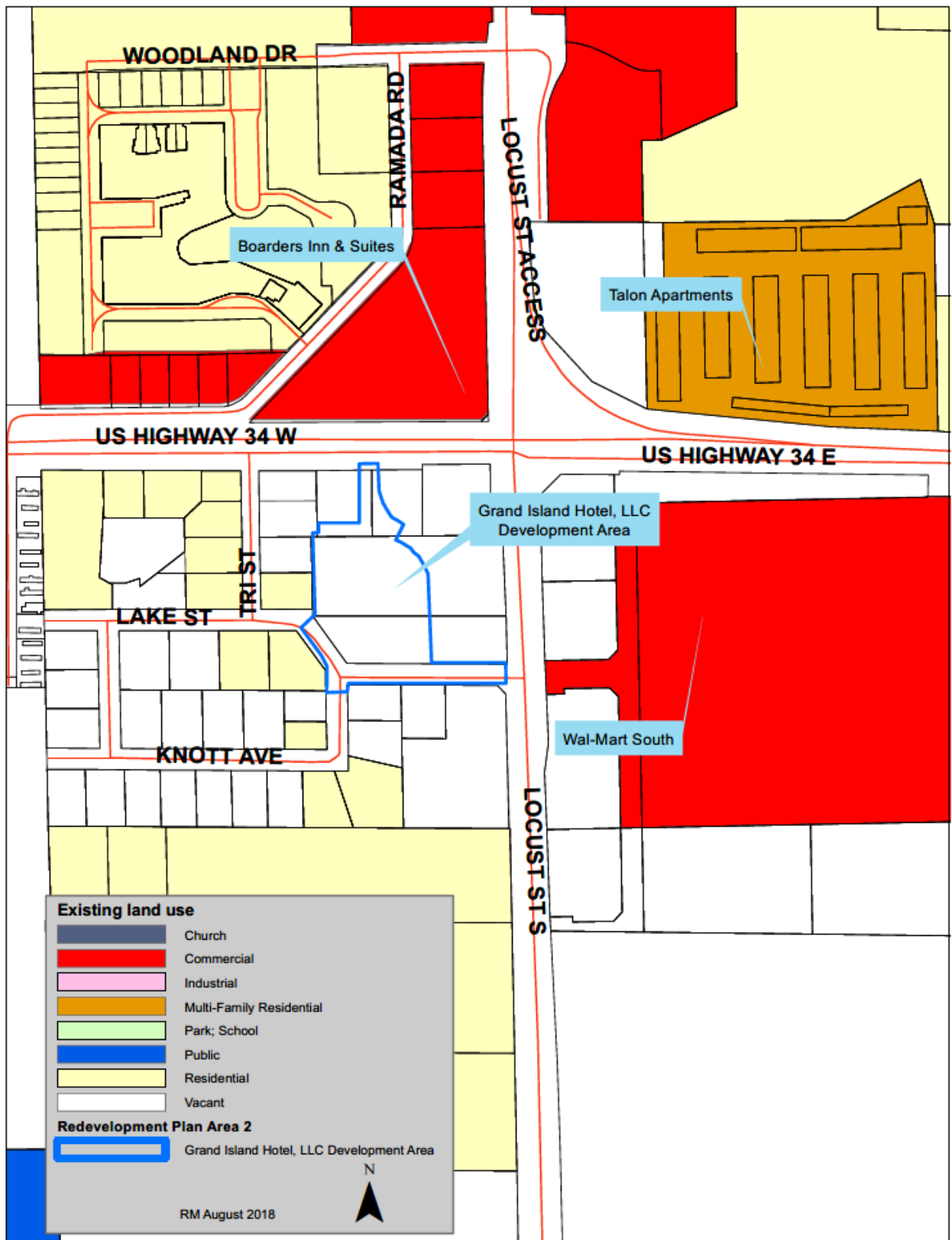
The acquisition, site work and construction of all improvements will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2020 towards the allowable costs and associated financing for the acquisition and site work.

TAX INCREMENT FINANCING TO PAY FOR THE ACQUISITION OF THE PROPERTY AND RELATED SITE WORK WILL COME FROM THE FOLLOWING REAL PROPERTY:

Property Description (the “Redevelopment Project Area”)

This property is located between Locust Street on the east and Tri Street on the west and between Lake Street on the south and U.S. Highway 34 (Husker Highway) on the north in southern Grand Island, the attached map identifies the subject property and the surrounding land uses:

- **Legal Description To Be Added**



This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment will be captured for up to 15 tax years the payments for which become delinquent in years 2020 through 2034 inclusive or as otherwise dictated by the contract.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of new commercial space on this property.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on any Lot or Lots located in the Redevelopment Project Area identified from time to time by the Redeveloper (such Lot or Lots being referred to herein as a "Phase") as identified in a written notice from the Redeveloper to the Authority (each, a "Redevelopment Contract Amendment Notice") for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract Amendment Notice and reflected in a Redevelopment Contract Amendment, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation 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 tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on September 13, 1999.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (26) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to acquire the necessary property and provide the necessary site work, utilities and street improvements needed for the construction of a permitted use on this property. *The Hall County Regional Planning Commission held a public hearing at their meeting on _____ and passed Resolution 2018-?? confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.*

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(26) (b)]

a. Land Acquisition:

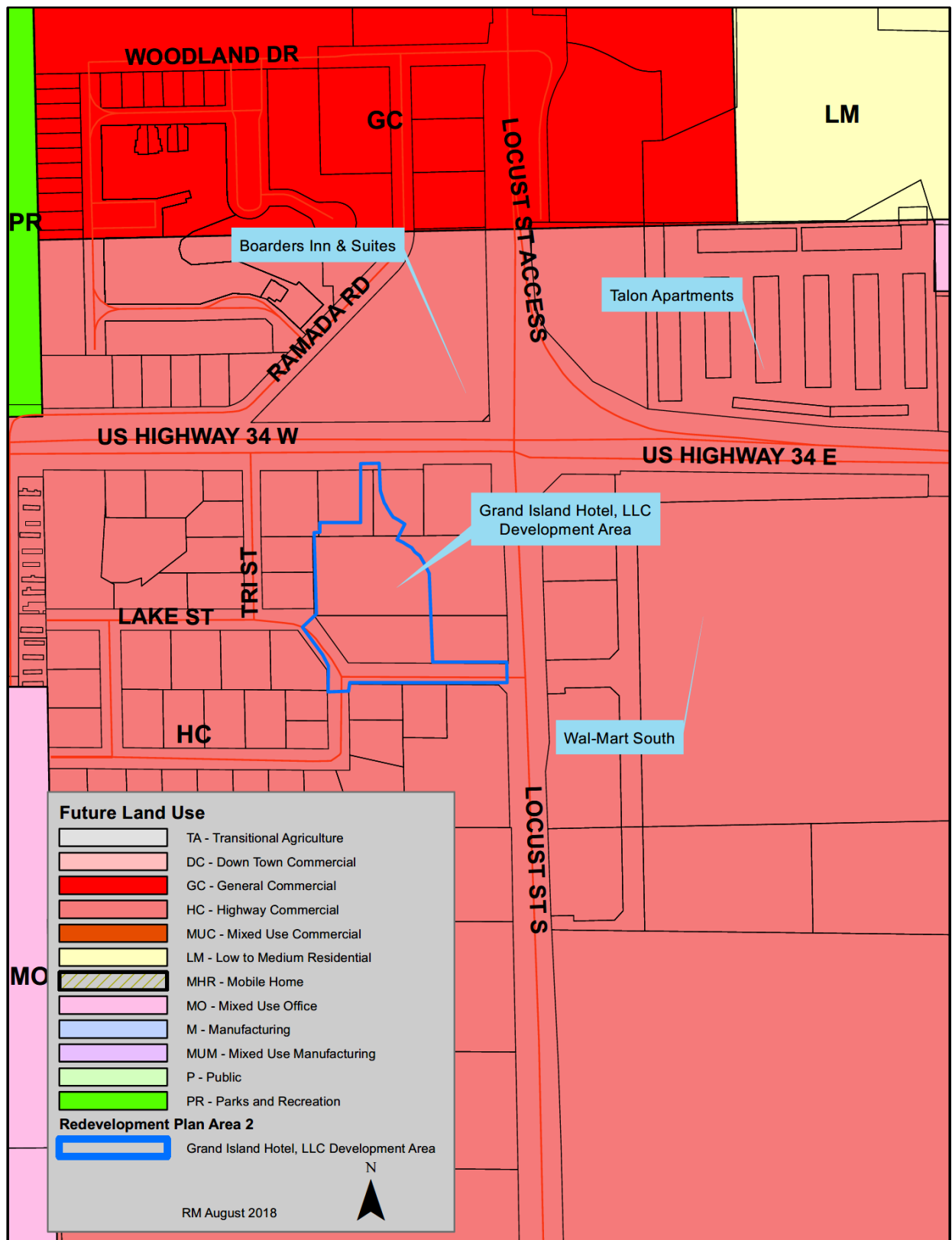
The Redevelopment Plan for Area 2 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. The applicant will be acquiring the property from the current owner. It is further anticipated that the owner will sell a portions of this property to other entities for further development..

b. Demolition and Removal of Structures:

The project to be implemented with this plan will not require demolition of any existing structures. Structures on this site were demolished more than 10 years ago and the property has been sitting undeveloped since that time.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for commercial development. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.

The area is zoned B2 General Business zone. No zoning changes are necessary though the owners may wish to rezone this to a commercial development zone to facilitate the development of the property. No changes are anticipated in street layouts or grades. Lake Street will be paved at least as far as the intersection with Knott Avenue. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to build a 79 room hotel one lot at the southwest corner of the property. A three other lots with frontage onto U.S. Highway 34 and Locust Street will also be created and made available for sale. The proposed development will be limited to either the 50% building coverage allowed in the CD zone or 65% coverage allowed in the B2 zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Connections for water and sewer will have to be extended to serve these lots.

The developer will be responsible for replacing any sidewalks damaged during construction of the project.

No other utilities would be impacted by the development. [§18-2103(b) and §18-2111]

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This amendment does not provide for acquisition of any residences and therefore, no relocation is contemplated. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]

6. Section 18-2114 of the Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The developer is proposing to purchase this property for redevelopment for \$656,000 provided that TIF is available for the project as defined. The cost of property acquisition

is being included as a TIF eligible expense. Costs for site preparation including, grading and fill is estimated at \$171,000. Utility extensions, storm water, sewer electrical and water are estimated at \$315,700, Building plans and engineering are expected to cost \$153,090. The cost to pave Lake Street and the private drive from U.S. Highway 34 is \$432,119. An additional \$59,022 of expenses for legal work, fees and financial tracking of this project are also included as eligible expenses for a total maximum TIF request of \$1,824,179. It is estimated based on the proposed increased valuation to \$6,097,813 will result in \$1,920,000 of increment generated over a 15 year period. This project should pay off prior to the end of the 15 year bond period..

No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

b. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of not less than \$1,824,179 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest according to the approved contract. Based on current estimates this \$1,824,179 of TIF will generate \$1,281,538 to be invested in the project.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of vacant property at this location. This lot is surrounded located at a major intersection is south east Grand Island. The property has been within a blighted area for more than 20 years and has been vacant for more than 10 years without development. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project is anticipated to be completed between October of 2018 and December of 2019. Excess valuation should be available for this project for 15 years beginning with the 2020 tax year.

9. Justification of Project

This is infill development in an area with all city services available. It was anticipated by many that this area of the community would flourish after the Locust Street interchange from I-80 opened and Wal-Mart built at one corner of this intersection in 2004. Since that that time there has been very little change in the area. Proposed projects like this one and the housing project to the north and east area likely to spur the development that was expected 12 years ago.

10. Cost Benefit Analysis Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Grand Island has analyzed the costs and benefits of the proposed Wild Bills Fun Center Project, including:

Project Sources and Uses. A minimum of \$1,824,179 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$6,236,000 in private sector financing and investment; a private investment of \$3.41 for every TIF dollar investment. It is estimated this will pay off in slightly less than 15 years.

Use of Funds. Description	Source of Funds		
	TIF Funds	Private Funds	Total
Site Acquisition	\$656,000		\$656,000
Site preparation/Dirt Work	\$171,000		\$171,000
Paving Lake Street and Private Drive	\$432,119		\$432,119
Utilities, Storm, Sewer, Water, Parking Lot Drive Lanes	\$315,700		\$315,700
Permitting	\$37,248		\$37,248
Financing Fees and Closing Cost SBA Loan	\$50,922	\$174,079	\$225,000
Legal and Plan	\$8,100		\$8,100
Architecture/Engineering/Permitting	\$153,090		\$153,090
Building Costs		\$5,011,995	\$5,011,995
Franchise Fees		\$45,000	\$45,000
Insurance During Development		\$35,000	\$35,000
Personal Property		\$970,000	\$970,000
TOTALS	\$1,824,179	\$6,236,074	\$8,060,252

Tax Revenue. The property to be redeveloped is has a January 1, 2018, valuation of approximately \$184,087. Based on the 2017 levy this would result in a real property tax of approximately \$3,985. It is anticipated that the assessed value will increase by \$5,913,726 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$128,006 annually resulting in approximately \$1,920,000 of increment over the 15 year period. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2015 assessed value:	\$ 184,087
Estimated value after completion	\$ 6,097,813
Increment value	\$ 5,913,726
Annual TIF generated (estimated)	\$ 128,006
TIF bond issue	\$ 1,824,179

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

The redevelopment project area currently has an estimated valuation of \$184,087. The proposed extension improvements at this location will result in at least an additional \$5,913,726 of taxable valuation based on the Hall County Assessor's office evaluation of the project. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off. The project will not add any tax burdens to taxing entities. Therefore no tax shifts will occur.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be impacted by this development.

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

The proposed uses at this site would compete for entry level and part time positions along with similar travel and entertainment type businesses located in and locating in the City.

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

This is a new hotel along the entrance to Grand Island and the Nebraska State Fair Grounds. This additional hotel will increase the number of rooms available in Grand Island and may result in lower occupancy rates for older hotels in the region. The Grand Island City Council and CRA have approved several TIF project that include building or renovating hotels in the area including some hotels neighboring this property, Mainstay Suites, Best Western and Borders Hotel to the north all received TIF to facilitate their projects.. Two of the hotel projects that have been approved, one on Locust Street and State Fair Boulevard and one at U.S. Highway 34 and U.S. Highway 281 have not been built yet.

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

This project including a hotel for transient population and visitors to the region and 3 commercial lots for sale is unlikely to create any direct increase in cost for schools in the the area.

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

This project will utilize a piece of property in the Grand Island City Limits that has been vacant for at least more than 10 years. This corner was included in one of the original blight studies for the City of Grand Island because of the development that was located here and because it is a highly visible entrance corner. These facilities will complement Fonner Park, the State Fair Grounds, Heartland Event Center, Island Oasis, and similar civic tourist draws.

Time Frame for Development

Development of this project is anticipated to be completed during between March 2019 and February of 2020. The base tax year should be calculated on the value of the property as of January 1, 2019. Partial excess valuation should be available for this project for 15 years beginning with the 2020 tax year with the full valuation available for the 2021 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years. Based on the purchase price of the property and estimates of the expenses of utilities, streets and site preparation activities and associated engineering/design fees, the developer will spend upwards of \$1,824,179 on TIF eligible activities. The full amount of TIF generated over a 15 year period would be \$1,920,000 so this request will pay off slightly before the end of the 15 year period with no additional increases in valuation or tax levies.

BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: **Grand Island Hotel, LLC**

Address: **3436 South Locust Street, Grand Island, NE 68801**

Telephone No.: **(701) 799-2019**

Fax No.:

Contact: **Milo Graff**

Brief Description of Applicant's Business: **Ownership and operation of a commercial hotel located in the vicinity of Locust Street and US Highway 34 in Grand Island, Nebraska.**

Present Ownership Proposed Project Site: **R2S2, LLC**

Proposed Project: Building square footage, size of property, description of buildings – materials, etc. Please attach site plan, if available.

The primary project site is located in the vicinity of South Locust Street and US Highway 34 on the southwest corner in Grand Island, Nebraska (tracts included in the NE1/4 of Section 33 Township 11, Range 9 in Hall County, Nebraska). A four-story, 79 room Comfort Inn hotel with indoor pool and parking lot will be erected with all necessary land leveling and site work. The exterior finish will consist of stone, stucco, and brick. Access to the facility will be from west off of South Locust Street on Lake Street, then north to the facility by way of a private drive. (see site plan Exhibit A).

If Property is to be Subdivided, Show Division Planned: **N/A**

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 656,000
B. Building	\$ -
C. Furniture Fixtures & Equipment	\$ 970,000

Construction Costs:

A. Renovation or Building Costs:	\$ 4,970,145
B. On-Site Improvements:	\$ 951,469

Soft Costs:

A. Architectural & Engineering Fees:	\$ 153,090
B. Financing Fees:	\$ 225,000
C. Legal/Developer/Audit Fees (included in misc.):	\$ 8,100
D. Contingency Reserves (included in misc.):	\$ -
E. Other (Please Specify) – Building Permit	\$ 27,936
Franchise Fees	\$ 45,000
Miscellaneous	\$ 53,512
TOTAL	\$ 8,060,252

Total Estimated Market Value at Completion per assessor: \$ 5,441,813

Source of Financing:

A. Developer Equity:	\$ 600,000
B. Commercial Bank Loan:	\$ 6,178,714

Tax Credits:

1. N.I.F.A.	\$ -
2. Historic Tax Credits	\$ -
D. Industrial Revenue Bonds:	\$ -
E. Tax Increment Assistance (See Note 1):	\$ 1,281,538
F. Other	\$ _____
	\$ 8,060,252

Note 1: TIF requested at zero percent lending rate is \$1,824,178. Amount referenced in item E above is principal only portion after applying a 5% lending rate on a 15-year term note with monthly payments (interest component is \$542,640).

Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

Architect: ICON Architectural Group, LLC
3187 Bluestem Drive, Suite 2
West Fargo, ND 58078
(701) 364-4007

Engineer: Olsson Associates
201 East 2nd Street
Grand Island, NE 68801
(308) 384-8750

General Contractor: Cardinal Construction, LLC
401 West Pine Street
Doniphan, NE 68832
(402) 845-2075

Estimated Real Estate Taxes on Project Site Upon Completion of Project:
(Please Show Calculations)
\$131,990 (See Exhibit B for detailed calculation)

Project Construction Schedule: Contingent on TIF approval

Construction Start Date: March, 2019

Construction Completion Date: January – February, 2020

If Phased Project:

_____ Year	_____ % Complete
_____ Year	_____ % Complete
_____ Year	_____ % Complete

XII. Please Attach Construction Pro Forma (see Exhibit C)

XIII. Please Attach Annual Income & Expense Pro Forma (see Exhibit D)

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

Describe Amount and Purpose for Which Tax Increment Financing is Requested:

\$1,824,178 of tax increment financing (based on a 0% lending rate) is being requested to assist in the construction of four-story, 79 room Comfort Inn hotel with indoor swimming pool in the vicinity of southwest corner of US Highway 34 and South Locust Street in Grand Island, Nebraska to be operated 7 days a week. The project involves the construction of a new building along with concrete and paving work for the foundation as well as all necessary roadways for traffic access to the facility. All necessary water and sewer hookups will be made to connect to the city water supply.

The hotel is expected to create 10 full-time and 15 part-time new jobs paying aggregate wages of approximately \$520,000 plus benefits. All said, the TIF funds will enable the project to be undertaken, resulting in vast improvements to the condition of the current location, the creation of new jobs, and an expanded sales tax base from new customers created by increased traffic flow through the area which should also benefit neighboring businesses.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project:

Tax increment financing is an integral and essential component to project completion which is contingent upon receipt of the expected tax increment assistance. Feasibility is dependent on TIF funds that will enable the creation of adequate economics in operating the facility at a competitive rate in the specified area (See also Exhibit E for capitalization rate analysis).

Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone, and fax numbers for each:

See Exhibit F

XIV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.

N/A – applicant is a new legal entity

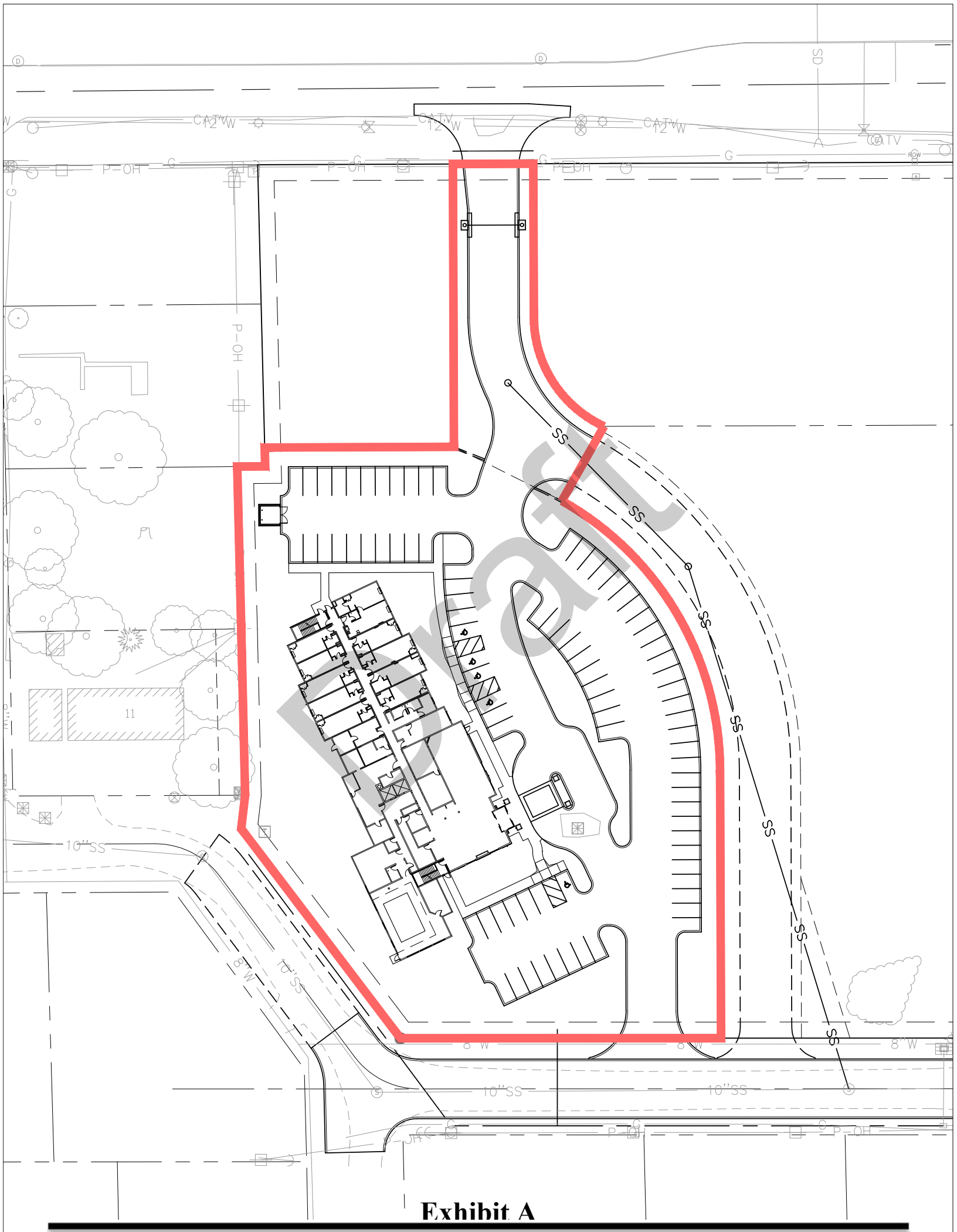
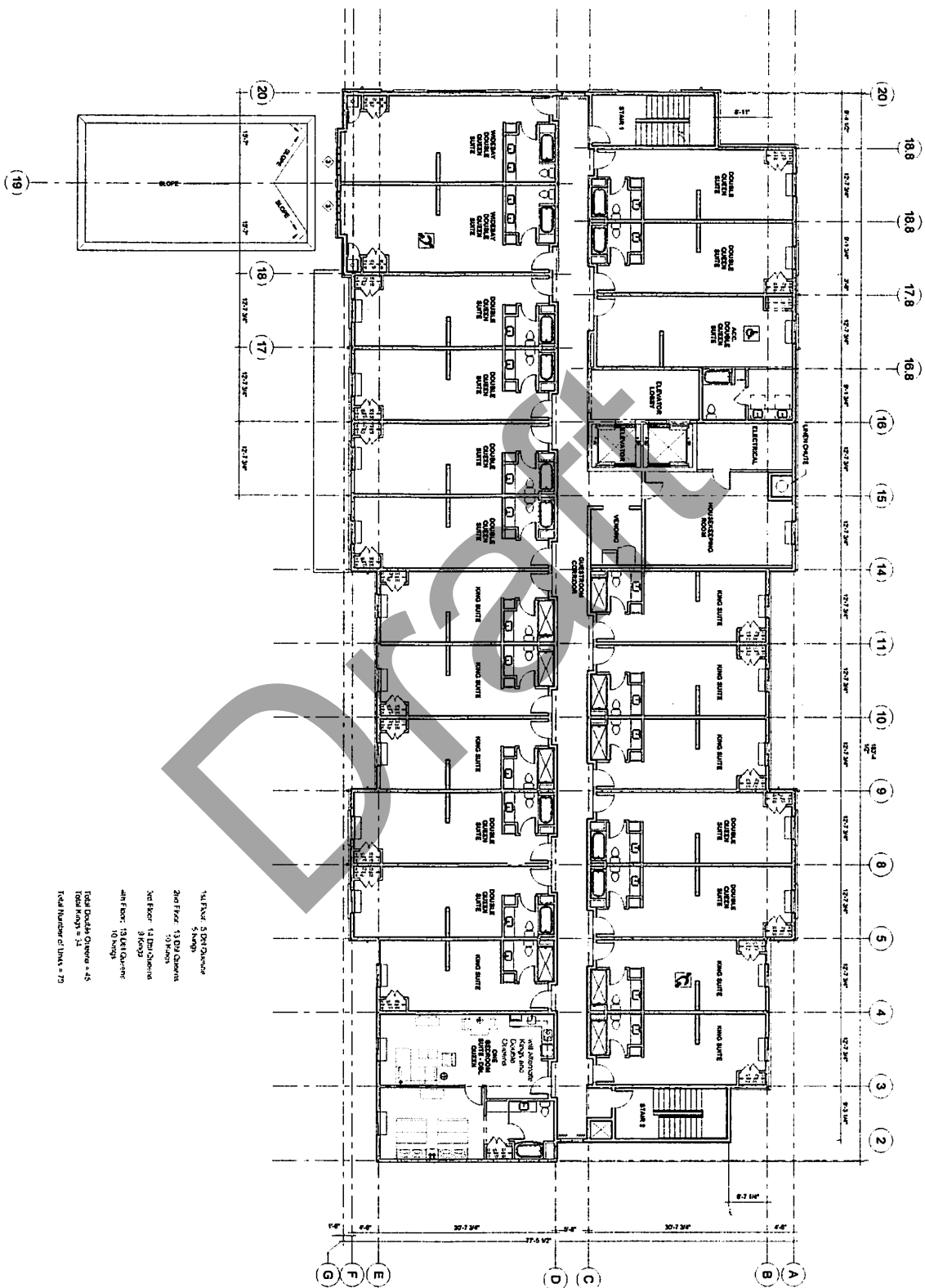


Exhibit A



Comfort Suites
3-Story, 83 Units

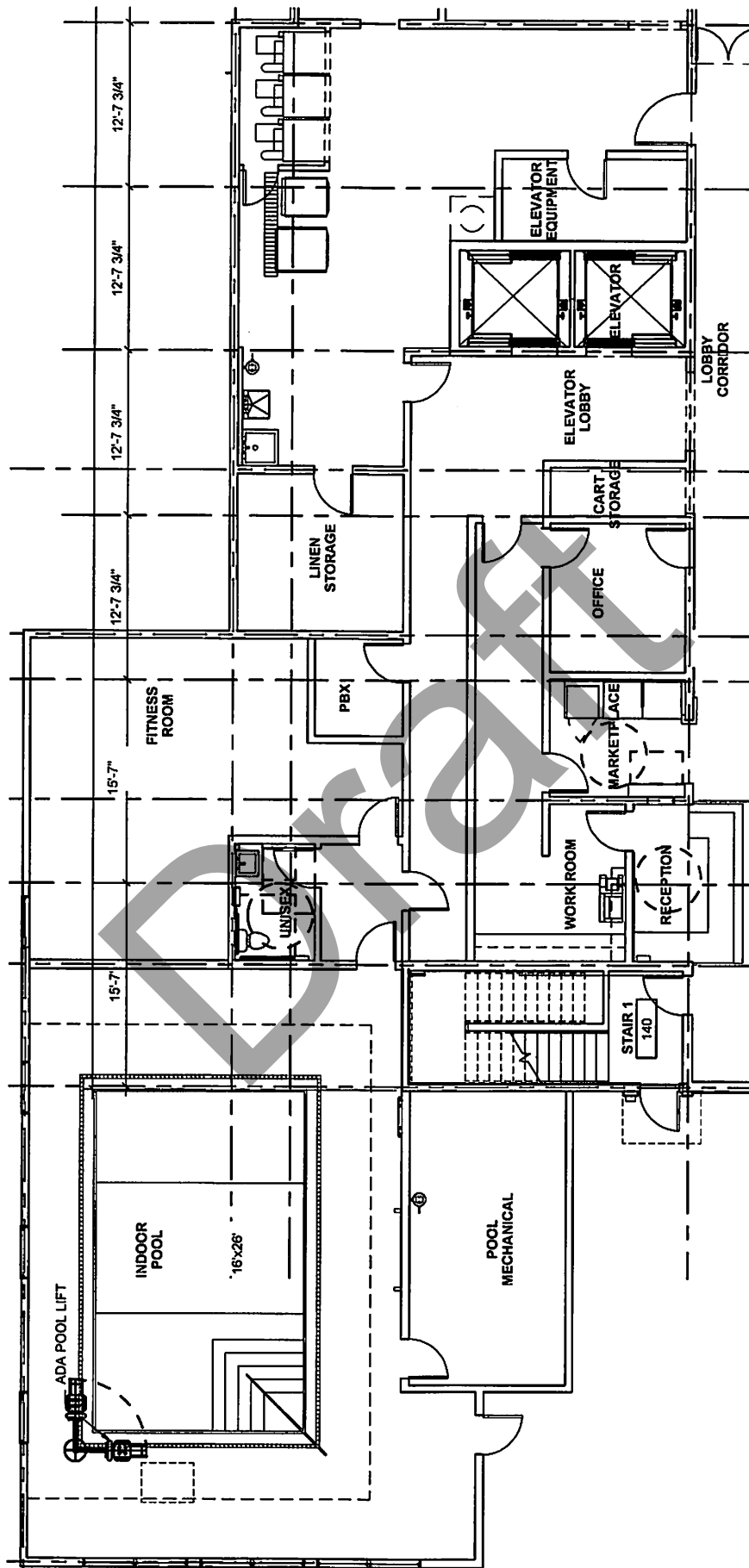
Drawn
 No. Descr

By
 Date

Revised By

Date

NOT
 CONSTI



Comfort Inn, LLC
Tax Increment Financing Request
Estimated Real Estate Taxes on Project Site Upon Completion of Project

Existing Assessed Value and Real Estate Tax on Project Site

Parcel Number	Assessed Value (2017)			Taxes	Sq Feet	Mil Rate
	Improvements	Land	Total			
400149206	-	161,735	161,735	3,501	92,420	2.1645408%
400149117	-	221,359	221,359	4,791	126,491	2.1645472%
Before subdivision	-	383,094	383,094	8,292	218,911	
Subdivided Sq Ft	105,192	105,192	105,192	105,192		
Divided by total existing	218,911	218,911	218,911	218,911		
Ratio	0.480526	0.480526	0.480526	0.480526		
Estimated subdivision	-	184,087	184,087	3,985		

Estimated Real Estate Taxes on Project Site Upon Completion of Project

	2017 Assessment	Note 1 Limitation
2017 taxes assessed on site prior to project commencement	3,985	
Divided by base assessed value	184,087	
Estimated tax rate	2.164550%	
Proposed assessed value	6,097,813	
Estimated annual real estate tax after project completion	131,990	
Less existing annual real estate tax	(3,985)	
Estimated increase in annual real estate tax	128,006	121,612
Requested TIF assistance at zero percent lending rate	15 1,920,084	15 1,824,178

Principal debt service at indicated rate		Rate	Principal	Principal
With annual note payments	PVA	5.00%	1,328,654	1,262,290
With monthly note payments	PVA	5.00%	1,348,915	1,281,538

Notes:

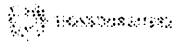
- 1.) This column represents requested financing in the event the tax increment over 15 years exceeds actual qualified TIF costs. Requested TIF assistance is limited to qualified costs.

Exhibit B

HALL COUNTY ASSESSOR'S OFFICE



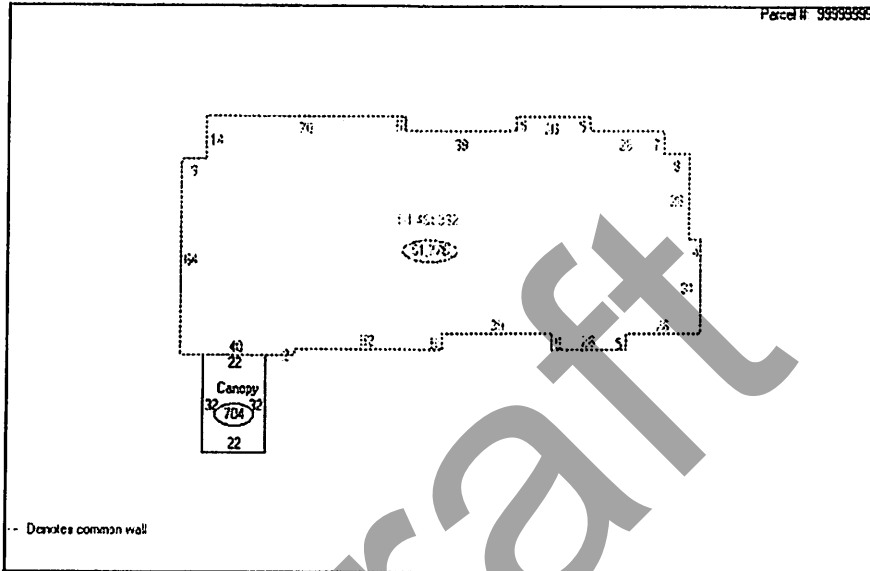
Commercial Property Record Card -Inactive Record



Data Provided By: KRISTI WOLD County Assessor. Printed on 04/13/2018 at 10:24:45A

Parcel Information		Ownership Information	
Parcel Number	999999999	Current Owner	
Map Number		Address	
Situs		City St. Zip	
Legal		Cadastral #	

Property Data		Number of Units	
Neighborhood	635	Unit Value	
Lot Width		Adjustment	
Lot Depth		Lot Value	
Units Buildable			
Value Method	SF		



Building Data													
Bldg.	Sec.	Code	Description	Year	Cts.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func. RCNLD
1	1	332	HOTEL	2018	C	300	40	51,776	542	4	10	4,873,675	4,873,675
1			PAVING, CONCRETE	2018				43,255				181,238	181,238
1			SPRINK SYS WET PIP	2018				51,776				122,191	122,191
1			SWIM POOL, COM	2018				416				22,323	22,323
1			ELEV, ELEC, PASSNG	2018				2				220,200	220,200
1			SINGLE LIGHT	2018				10				8,465	8,465
1			CANOPY, ROOF/SLAB	2018				704				13,721	13,721

Cost Approach From Marshall & Swift				Potential Gross Income			
Total Building Area	51,776					Contract	Market
Total Building RCN	4,873,675	Vacancy & Collection Loss					
Total Refinements	568,138	Effective Income					
Total Replacement Cost New	5,441,813	Total Expenses					
Total Phys. & Func. Depreciation		Net Operating Income					
RCN Less Phys. & Func.	5,441,813	Capitalization Rate					
Economic Depreciation		Income Approach					
Accrued Economic depreciation		Final Value Reconciliation					5,441,813
Total RCN Less Depreciation	5,441,813						Land 656,000
Additional Lump Sums							Total 6,097,813
Land Value							
Total Cost Value	5,441,813						
Value Per Res Unit							
Value Per Sq. Ft.	105.10						

*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

**Grand Island Hotel, LLC
Project Cost Summary**

Description	Amount	TIF
		Qualified (Q) Non-Qualified (NQ)
TIF qualified Cardinal Construction, LLC costs	804,198.00	Q
TIF non-qualified Cardinal Construction, LLC costs	5,011,995.00	NQ
Subtotal Cardinal Construction, LLC costs	5,816,193.00	
Additional Lake Street paving and storm sewer costs	71,918.60	Q
Additional public sanitary sewer costs	79,950.00	Q
ICON Architectural Group, LLC costs	131,895.00	Q
Olsson Associates costs	21,195.00	Q
Land	656,000.00	Q
Furniture, fixtures, and equipment	970,000.00	NQ
Franchise fees	45,000.00	NQ
Development period insurance	35,000.00	NQ
Legal	8,100.00	Q
TIF qualified bank and SBA interest and closing costs	50,921.50	Q
TIF non-qualified bank and SBA interest and closing costs	174,078.50	NQ
Total project costs	8,060,251.60	
 Total TIF qualified costs (Q)	1,824,178.10	
Total TIF non-qualified costs (NQ)	6,236,073.50	
Total project costs	8,060,251.60	

Exhibit C

Cardinal Construction LLC

401 W. Pine St.
Doniphan, NE 68832

Estimate

Date	Estimate #
3/20/2018	647

Name / Address
Comfort Suites Lake St Grand Island, NE 68801

Project	
Description	Total
Cardinal Const. Proposes to provide jobsight supervision and consultation on construction of new Comfort Suites hotel in Grand Island, NE. Estimated costs of project include the following:	0.00
1.BUILDING PERMIT***	27,936.00 Q
2.FIRE INSPECTION FEES AND PLAN REVIEW***	9,312.00 Q
3.DUMPSTERS AND DISPOSAL	7,000.00 NQ
4.PORTABLE TOILET	2,200.00 NQ
5.DIRTWORK, COMPACTION, FOOTINGS, AND FLATWORK \$831,900	
*Dirt work and site prep	171,000.00 Q
*Footings	47,880.00 NQ
*Building floor	62,016.00 NQ
*Private driving lanes through parking area***	142,500.00 Q
*Parking, curb, and gutter	47,500.00 NQ
*Street and driveway***	360,200.00 Q
6.FRAMING, WINDOWS, COMMERCIAL ENTRY SYSTEMS, AND ROOF MEMBRANE \$1,085,850.00	
*Framing materials	484,000.00 NQ
*Windows	40,000.00 NQ
*Commercial glass and glass entry systems	34,200.00 NQ
*Exterior doors	5,700.00 NQ
*Roof membrane, foam, and parapet wall caps	145,350.00 NQ
*Framing labor and equipment	376,200.00 NQ
7.EXTERIOR FINISH INCL. STONE, STUCCO, AND BRICK	478,000.00 NQ
8.ELECTRICAL AND TELECOM \$513,000.00	
Total	
Office: 402-845-2075 Fax: 402-845-2175	

Cardinal Construction LLC

401 W. Pine St.
Doniphan, NE 68832

Estimate

Date	Estimate #
3/20/2018	647

Name / Address
Comfort Suites Lake St Grand Island, NE 68801

Project	
Description	Total
*Labor and materials for electrical rough in and finish	449,250.00
*Telecom***	37,500.00
*Electrical utility hook-ups***	26,250.00
*(2) Street lights and electrical for north driveway.***	10,000.00
9.PLUMBING \$604,000.00	
*Labor and materials for plumbing rough in and finish	547,000.00
*Sanitary sewer hook-up***	38,190.00
*Water hook-up***	18,810.00
10.HVAC	513,000.00
11.SPRINKLERS AND FIRE ALARMS	171,000.00
12.INSULATION, RESILIENT CHANNEL, DRYWALL, PAINT, AND PAPER \$541,500.00	0.00
*Insulation	136,800.00
*Resilient channel	17,100.00
*Drywall supply, hang, and finish	239,400.00
*Paint and paper	148,200.00
13.INTERIOR FINISH INCL. DOORS, TRIM, VANITIES, COUNTERTOPS, AND SHOWER PANEL INSTALLATION \$475,380.00	0.00
*Interior doors	136,800.00
*Door hardware	39,900.00
*Vanities	59,280.00
*Front counter and cabinetry	68,400.00
*Labor to install doors, door hardware, cabinetry, bathroom countertops, vanities, and shower panels, and finish	171,000.00
14.LAWN, LANDSCAPE, AND SPRINKLERS	68,400.00
Total	
Office: 402-845-2075 Fax: 402-845-2175	

Cardinal Construction LLC

401 W. Pine St.
Doniphan, NE 68832

Estimate

Date	Estimate #
3/20/2018	647

Name / Address
Comfort Suites Lake St Grand Island, NE 68801

Project	
Description	Total
15.POOL AND EQUIPMENT	114,000.00 NQ
16.FLOORING (INSTALLATION ONLY) \$107,699.00	0.00
*Tile install including thinset	77,520.00 NQ
*Carpet install	30,179.00 NQ
17.GYPCRETE	57,720.00 NQ
18.ELEVATORS AND EQUIPMENT	199,500.00 NQ
~~~~~ CHANGE ORDER ~~~~~ July 26, 2018 > Added 1 Notes. (+\$10,000.00) Total change to estimate +\$10,000.00 ~~~~~	
<b>Total</b>	
	\$5,816,193.00

Office: 402-845-2075  
Fax: 402-845-2175

Total TIF qualified costs (Q)	\$ 804,198
Total TIF non-qualified costs (NQ)	<u>\$5,011,995</u>
Total costs	\$5,816,193

ADDITIONAL LAKE STREET PAVING AND STORM SEWER (KNOTT NW)				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
6" CONCRETE PAVEMENT W/INTEGRAL CURB	S.Y.	556	\$35.00	\$19,460.00
SUBGRADE PREPARATION	S.Y.	556	\$2.00	\$1,112.00
CURB INLET	EA.	2	\$4,000.00	\$8,000.00
STORM SEWER MANHOLE	EA.	1	\$4,000.00	\$4,000.00
18" STORM SEWER PIPE	L.F.	315	\$50.00	\$15,750.00
EARTHWORK	L.S.	1	\$7,000.00	\$7,000.00
SUBTOTAL				\$55,322.00
30% CONTINGENCY & ENGINEERING				\$16,596.60
TOTAL CONSTRUCTION COST				\$71,918.60

PUBLIC SANITARY SEWER				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
8" SANITARY SEWER	L.F.	500	\$45.00	\$22,500.00
SANITARY SEWER MANHOLE	EA.	2	\$10,000.00	\$20,000.00
CONVERT MANHOLE TO OUTSIDE DROP MANHOLE	EA.	1	\$6,000.00	\$6,000.00
8"X6" SERVICE WYE	EA.	4	\$300.00	\$1,200.00
6" SANITARY SEWER SERVICE	L.F.	80	\$35.00	\$2,800.00
DEWATERING	L.F.	100	\$90.00	\$9,000.00
SUBTOTAL				\$61,500.00
30% CONTINGENCY & ENGINEERING				\$18,450.00
TOTAL CONSTRUCTION COST				\$79,950.00

All costs listed above are TIF qualified costs

## Exhibit C

**Exhibit D**  
**Annual Income & Expense Pro Forma**

**GRAND ISLAND HOTEL, LLC**

**PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING  
SCENARIOS DETAILED IN NOTE A – CASH BASIS**

**Twelve Months Ending After Project Completion**

Draft

## CONTENTS

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT	4
PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A – CASH BASIS	5
SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS	6

## INTRODUCTION

The projection in this illustration presents the entity's, Grand Island Hotel, LLC's, projected receipts and disbursements under the hypothetical assumptions in Note A on the cash basis for the twelve months ending after project completion.

Draft

## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To Management of  
Grand Island Hotel, LLC  
Grand Island, NE

Management is responsible for the accompanying projection of Grand Island Hotel, LLC, which comprise projected statements of receipts and disbursements under various tax increment financing scenarios detailed in Note A – cash basis of Central Nebraska Truck Wash, Inc. (see introduction), for the twelve months ending after project completion, and the related summaries of significant assumptions in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the projection nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this projection.

Even if the tax increment financing (TIF) scenarios outlined occurred, the projected results may not be achieved, as there will usually be differences between the projection and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit substantially all disclosures and the summary of significant accounting policies required by the guidelines for presentation of a projection established by the AICPA other than those related to the significant assumptions. If the omitted disclosures and accounting policies were included in the projection, they might influence the user's conclusions about Grand Island Hotel, LLC's net cash receipts and disbursements for the projection period. Accordingly, this projection is not designed for those who are not informed about such matters.

This accompanying projection and this report are intended solely for the information and use of Grand Island Hotel, LLC, the Grand Island Community Redevelopment Authority, the Grand Island City Council, and certain individuals and organizations involved in the tax increment financing application process and are not intended to be and should not be used by anyone other than these specified parties.

Grand Island, NE  
July 26, 2018

# GRAND ISLAND HOTEL, LLC

## PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A - CASH BASIS

### Twelve Months Ending After Project Completion

	With Tax Increment Financing	Without Tax Increment Financing
Gross Taxable Income:		
Room revenue	\$ 1,982,406	\$ 1,982,406
Tax increment financing (TIF) revenue	121,612	-
	<u>2,104,018</u>	<u>1,982,406</u>
Tax Deductions:		
Interest expense - TIF debt	62,740	-
Interest expense - Non-TIF debt	306,042	368,782
Employee compensation and benefits	520,000	520,000
Real estate tax (existing)	3,985	3,985
Real estate tax (TIF increment)	121,612	121,612
Real estate tax (increment in excess of allowed TIF qualified costs)	6,394	6,394
Royalties and travel commissions	230,000	230,000
Guest supplies	175,000	175,000
Water and sewer, and sanitation	9,000	9,000
Utilities (gas & electric)	72,250	72,250
Television, phone, and internet	28,000	28,000
Insurance	28,000	28,000
Repairs, maintenance, and snow removal	27,500	27,500
Bank charges and credit card fees	37,500	37,500
Office supplies	9,000	9,000
Travel	22,500	22,500
Professional service	10,000	10,000
Miscellaneous	-	-
Depreciation and amortization	403,412	403,412
	<u>2,072,935</u>	<u>2,072,935</u>
Taxable income (loss)	31,083	(90,529)
Adjustments to Arrive at Net Cash Receipts (Disbursements)		
Depreciation & amortization	403,412	403,412
Principal debt service - TIF	(58,872)	-
Principal debt service - Non-TIF	(127,400)	(186,272)
Member contribution (distribution):		
Estimated for Federal Income Tax benefit (expense)	(9,201)	26,797
Estimated for State Income Tax benefit (expense)	(1,701)	4,954
	<u>206,238</u>	<u>248,891</u>
Net cash receipts	<u>\$ 237,321</u>	<u>\$ 158,362</u>

See the summary of significant projection  
assumptions and the independent accountants' compilation report.  
Schroeder & Schreiner, P.C.



## **GRAND ISLAND HOTEL, LLC**

### **SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS**

#### **Twelve Months Ending After Project Completion**

##### **NOTE A – NATURE AND LIMITATION OF PROJECTIONS**

The accompanying projection presents, to the best of Grand Island Hotel, LLC's (GIH's) knowledge and belief, cash receipts and disbursements for the twelve months ending after project completion to be generated by a Comfort Inn hotel (e.g. "the project") located in Grand Island, Nebraska. Stated cash receipts and disbursements are intended to convey results of operations after the anticipated 2020 completion of the project assuming funding of the estimated construction and acquisition costs of \$8,060,252 both with, and in the absence of, tax increment financing assistance. The projection reflects their judgment as of July 26, 2018, the date of this projection, of the expected conditions and their expected course of action. Actual results are likely to differ from the projected results because events and circumstances frequently do not occur as expected. Those differences may be material. The assumptions disclosed herein are those that management believes are significant to the projections. The projected information was prepared for use in a tax increment financing request to the Grand Island Community Redevelopment Authority.

##### **NOTE B – BASIS OF ACCOUNTING**

The presentations of cash receipts and disbursements for the projection period and the twelve months ending after project completion portray results using the cash basis of accounting. The results of this basis differ from those using generally accepted accounting principles primarily because the cash basis does not recognize assets other than cash and the debt principal outstanding under the tax increment financing or construction or building loan(s).

##### **NOTE C – CASH RECEIPTS**

Grand Island Hotel, LLC is the owner and operating entity for a four-story, 79 room Comfort Inn hotel with an indoor pool and parking lot. Revenue has been determined based on the historical knowledge and experience of the company (and related parties) in the operation of similar facilities in the same locale. The projection assumes 55% occupancy of a 79 room hotel at \$125 per night for 365 days per year.

The projection includes two scenarios dependent on whether or not the tax increment financing (TIF) request is approved. In the event of TIF approval, GIH will receive additional TIF revenue from the County based on the anticipated increase in the assessed value generated by the proposed project and the additional real estate tax that increase will generate. Both the TIF financing and real estate taxes are subject to the final determination of assessed value.

##### **NOTE D – CASH DISBURSEMENTS**

Interest expense and principal debt service are based on the assumption that with the exception of any TIF financing assistance, the entire construction project will be financed through \$600,000 of capital contributions from the owners with additional debt incurred to cover the remaining anticipated construction and land acquisition costs.

See independent accountants' compilation report  
Schroeder & Schreiner, P.C.

## GRAND ISLAND, HOTEL, LLC

### SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS, Continued

#### Twelve Months Ending After Project Completion

##### NOTE D – CASH DISBURSEMENTS, Continued

TIF debt is based on an initial \$1,281,538 principal balance that can be serviced with the anticipated incremental real estate tax generated by the project. The loan is expected to have a 15-year term with scheduled monthly payments of \$10,134 (annual \$121,612) and an interest rate of approximately 5.0%.

The remaining construction and land acquisition costs, not funded through tax increment financing, will be satisfied with \$600,000 of additional capital contributions and \$6,178,714 of Small Business Association and bank debt for the residual obligation (approximately 37.5% SBA debt and 62.5% bank debt). All remaining non-TIF construction debt will have a 25-year term. All loans will have an annual interest rate of approximately 5.0%. Scenarios contemplating the denial of tax increment financing will assume bank debt replacing TIF financing at the same 15-year term and 5% annual interest rate as the equivalent TIF financing.

Projected real estate tax is expected to equal the current tax (for the 2017 year) plus additional tax generated by applying the current levy rate to the anticipated increase in assessed value to be generated by the construction project.

Projected costs for employee compensation and benefits (for 10 full-time and 15 part-time employees); water, sewer and utilities; insurance; waste removal; snow removal; repairs and maintenance; professional fees; and other costs are all based on the experience of GIH's members and the expected occupancy rate of hotel.

Projected member distributions to cover estimated individual income tax (or contributions to reflect estimated income tax benefits) are based on anticipated taxable pass-through income and the highest marginal Federal and State income tax rates of 37.0% and 6.84% respectively after applying a 20% deduction based on the tax law provisions expected to be in effect during the projection period. Although not a cash expenditure, estimated depreciation has been calculated and included in the projection to arrive at net taxable income used in determining these member distributions. Estimated capitalized costs are depreciated under either the straight line method for 39-year life building components; the 150 percent declining balance method for 15-year life paving and improvement components; the 200 percent declining balance method for 5-year life furniture, fixtures, and equipment; or the straight line amortization method for 15-year life intangibles.

See independent accountants' compilation report  
Schroeder & Schreiner, P.C.

**Comfort Inn, LLC  
Tax Increment Financing Application  
Capitalization Rate Analysis**

	<u>With Tax Increment Financing</u>	<u>Without Tax Increment Financing</u>
Net operating income	792,375	713,416
Divided by fair market value	6,046,459	6,046,459
Equals capitalization rate	13.10%	11.80%

**Exhibit E**

**Grand Island Hotel, LLC  
Tax Increment Financing Request  
Municipal and Corporate References**

<u>Name of Reference</u>	<u>Contact Person</u>	<u>Telephone Number</u>	<u>Fax Number</u>
Five Points Bank	Chad Sheffield	(308) 384-5350	
	Ron Depue	(308) 384-1635	(308) 384-1759
Central Nebraska Water Conditioning, Inc. dba Culligan Water	David Walker	(308) 382-7220	(308) 382-3353
Cash-Wa Distributing		(308) 237-3151	
Herman Plumbing		(308) 382-3760	

**Exhibit F**



MEMBER FDIC

July 6, 2018

Grand Island Hotel LLC  
Attn: Milo Graff and Eric Graff  
9909 Hollow Tree Dr  
Lincoln NE 68512

Dear Milo and Eric,

This is a letter of commitment that Five Points Bank will extend credit in connection with the construction of a hotel in Grand Island, Nebraska with a total approximate project cost of \$8,000,000. Based upon the financial information provided to date, Five Points Bank is willing to provide financing that will include, but not be limited to the following requirements:

1. The funding of any credit facility shall be subject to the receipt of approval of Tax Increment Financing in the approximate amount of \$1,650,000, by the Community Redevelopment Authority of the City of Grand Island, and the execution of redevelopment agreement committing such funding to the project by all appropriate parties;
2. The approval of all necessary local zoning officials or boards, the Grand Island City Council, and any other governmental agencies or entities which may have approval authority over an portion of the project; and
3. An SBA 504 approval with an Authorization for Debenture Guarantee; and
4. The finalization of a credit facility agreement in a form mutually acceptable to your firm and include such guarantees, pledges of collateral, and other security provisions as may be appropriate for the credit facility.

Please contact the undersigned with any questions. I can be reached at 308-389-8781 or [chad.sheffield@5pointsbank.com](mailto:chad.sheffield@5pointsbank.com).

Sincerely,

Chad Sheffield  
Vice President

**COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 277**

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY  
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED  
REDEVELOPMENT CONTRACT TO THE HALL COUNTY REGIONAL PLANNING  
COMMISSION FOR ITS RECOMMENDATION

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 8th day of August, 2018

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA.

By _____  
Chairperson

ATTEST:

_____  
Secretary

Grand Island Hotel LLC

**COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND,  
NEBRASKA**

**RESOLUTION NO. 278**

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT AFTER THE PASSAGE OF 30 DAYS AND OTHER MATTERS

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 2, from Grand Island Hotel LLC., (The "Developer") for redevelopment of property located south and west of the intersection of Locust Street and U.S. Highway 34, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 2;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

**Section 1.** In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

**Section 2.** The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 8th day of August, 2018.

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF GRAND  
ISLAND, NEBRASKA.

By _____  
Chairperson

ATTEST:

_____  
Secretary

Grand Island Hotel LLC



# Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018  
Regular Meeting**

## **Item K1**

### **2018 - 2019 Budget**

**Staff Contact:**



August 3, 2018

From: Chad Nabity, AICP Director

To: CRA Board

Re: 2018-2019 Budget

Enclosed you will find a draft of the 2018-2019 CRA Budget.

The 2018-2019 CRA Budget is presented with projected revenue from taxes of \$686,000 based on the tax levy used last year. For the 2017-18 fiscal year the CRA levy was lowered from 0.026 to 0.023. If the levy from last year is being retained this would generate about \$489,000 for CRA purposes which includes: grants, façade improvements, committed projects and staffing as well as \$197,000 for Lincoln Park Pool.

During the 2017-18 fiscal year the CRA made payments on over \$505,000 of projects carried over from the 2016-17 fiscal year and it is anticipated that we will make payments on over \$480,000 of commitments that were made during the 2017-18 fiscal year. This has reduced our available cash significantly but also reduced our committed projects and carryover for the 2018-2019 fiscal year.

Based on our end of year projections, if the CRA makes payments on commitments that are expected to come due before the end of the fiscal year, these have changed since the July meeting as the Urban Island Project payment of almost \$273,000 will be pushed into the next fiscal year our beginning cash budget for 2019 will be \$675,752. Projected revenues for 2019 are \$4,379,300. This includes over \$3,000,000 in TIF payments including a onetime payment on the bond for the Bosselman Pump & Pantry project at Old Potash and Webb Road. All of the TIF payments are pass through payments that will not be made if the money generated by those projects is not sent to the CRA. The revenues include \$489,000 from general property taxes an increase of 2% over last year and \$197,000 for the Lincoln Pool bonds and interest. Both the Life Safety Fund and Husker Harvest Days are expected to receive \$200,000 under other CRA Revenue. Land sales is projected at \$100,000. The CRA does only have one property at this time available, the Desert Rose property on South Locust.

At the beginning of the 2019 fiscal year it is expected that we will have about \$411,000 of façade projects approved by not paid out with payments expected in the 2018 fiscal year and \$515,000 of approve Life Safety Projects with \$200,000 of that due from the City of Grand Island General Fund after payment are made. We will begin the year with \$926,000 of carry over projects to be paid out in 2018-2019.

This is the last year of the five-year Life Safety Program for downtown. To date we have had twelve units completed of thirty-nine approved. We had an application for 4 more

units considered at the meeting today. We will need to budget \$200,000 in this line item along with \$100,000 of revenue from the City.

It appears that if the levy remains the same the CRA will have about \$515,000 available for to program for the 2018-2019 fiscal year. Operating expenses including salaries, taxes, legal notices etc... will require about \$90,000 and the \$200,000 for the life safety program \$225,000 for façade improvement, land purchase and other projects.

Last year the budget included \$350,000 for façade improvement and we made commitments of \$406,000 by shifting fund from the other project line. I would suggest that we budget \$200,000 in this line item and the CRA may want to consider increasing the match required for façade projects or placing a limit on the amount of money that a project can receive. We already have more projects waiting for funding than we can afford to fund even if we put the full CRA levy in this line item. I would recommend that we include \$25,000 in other projects to cover any special studies or other grants the CRA might want to undertake.

Due to the budget constraints and our current commitments I am not suggesting any money budgeted for land acquisition in the 2019 budget year.

We will also have to budget \$200,000 for Husker Harvest Days but that will be a pass through with money received from the City food and beverage tax fund and should have no real impact on the overall budget.

We are finalizing the projections on the TIF revenues and expenditures for the next year and those will be submitted for approval with offsetting revenues and expenditures in each TIF account. We are anticipating a final total on TIF Payments for the 2018 year to of about \$1,500,000. I intend to budget \$900,000 in any other TIF projects line to insure that we have authority to payout any new projects coming on line in the next year. We have done this for the past several years and finance creates an account for each new project as we begin to receive funds for the project. It generally takes between 2 and 3 years to start receiving the TIF funds generated by a project and is subject to when the project is complete and when the Assessor gets the project on the tax rolls.

**COMMUNITY REDEVELOPMENT AUTHORITY  
2019 BUDGET**

	<b><u>2018 BUDGET</u></b>	<b><u>2017-2018 YE Projected</u></b>	<b><u>2019 BUDGET</u></b>
<b>CONSOLIDATED</b>			
Beginning Cash	1,092,980	862,003	675,752
<b>REVENUE:</b>			
Property Taxes - CRA	472,191	465,000	489,000
Property Taxes - Lincoln Pool	198,050	198,050	197,000
Property Taxes -TIF's	1,827,558	1,500,000	2,400,000
Loan Income (Poplar Street Water Line)	10,500	13,500	14,000
Interest Income - CRA	300	21	300
Interest Income - TIF'S	23,316	23,316	
Land Sales	100,000	14,122	100,000
Other Revenue - CRA	130,000	116,000	430,000
Other Revenue - TIF's	-	14,000	749,000
<b>TOTAL REVENUE</b>	<b>2,749,338</b>	<b>2,344,009</b>	<b>4,379,300</b>
<b>TOTAL RESOURCES</b>	<b>3,842,318</b>	<b>3,206,012</b>	<b>5,055,052</b>
<b>EXPENSES</b>			
Auditing & Accounting	5,000	4,625	3,000
Legal Services	3,000	800	3,000
Consulting Services	5,000	-	5,000
Contract Services	75,000	50,000	75,000
Printing & Binding	1,000	-	1,000
Other Professional Services	16,000	5,150	16,000
General Liability Insurance	250	-	250
Postage	200	200	200
Life Safety	200,000	175,000	200,000
Legal Notices	500	400	500
Travel & Training	1,000	-	1,000
Other Expenditures	-	-	-
Office Supplies	1,000	-	1,000
Supplies	300	-	300
Land	200,000	39,000	-
Bond Principal - Lincoln Pool	175,000	175,000	180,000
Bond Interest	20,863	19,769	17,065
Husker Harvest Days Payment Year 1			200,000
Façade Improvement	350,000		200,000
Building Improvement	554,732	537,000	926,000
Other Projects	150,000	-	25,000
Bond Principal-TIF's	1,859,558	1,500,000	3,149,000
Bond Interest-TIF's	23,316	23,316	
Interest Expense	-	-	-
<b>TOTAL EXPENSES</b>	<b>3,641,719</b>	<b>2,530,260</b>	<b>5,003,315</b>
<b>INCREASE(DECREASE) IN CASH</b>	<b>(892,381)</b>	<b>(186,251)</b>	<b>(624,015)</b>
<b>ENDING CASH</b>	<b>200,599</b>	<b>675,752</b>	<b>51,737</b>



# Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018  
Regular Meeting**

## **Item X1**

**Consideration of an Interlocal Agreement with the City of Grand Island to create an administrative entity to oversee and manage additional sale tax funds**

**Staff Contact:**

August 1, 2018

From: Chad Nabity, AICP Director

To: CRA Board

Re: Interlocal Agreement with City of Grand Island

Enclosed you will find a draft of an interlocal agreement between the CRA and the City of Grand Island and a resolution to consider for approval of the agreement authorizing the Chair to sign the agreement. This is the same agreement that the CRA entered into with the City in 2016 prior to the last vote on an additional sales tax. The entity was not created when the voters chose not to approve the additional tax during the 2016 election.

The Grand Island City Council is considering placing an initiative on the November election ballot that would allow the city to increase the local option sales tax by ½ cent. This additional ½ cent is permitted if approved by the citizens of the city. It must be spent on infrastructure including but not limited to streets, water, sewer, gas, electrical, storm drainage, railroad extension and spurs, telecommunications, cable, fiber optic, satellite service, and airport expansion and upgrades.

As part of the enabling legislation allowing this additional tax the City must enter into an interlocal agreement with another political subdivision for the purposes of creating an oversight committee for the project and funding associated with the tax. The city of Fairbury has already implemented and approved the tax. They entered into an agreement with their community redevelopment authority. Legal counsel for the City Of Grand Island has recommended a similar approach for Grand Island.

The CRA is a logical choice for such an agreement as you are already concerned with redevelopment, development and infrastructure issues especially in the most vulnerable areas of the City.

If you approve the attached resolution you will be asked to form a Separate Administrative Entity. This will be formed by the Chair of the CRA or their designee and the Mayor of the City of Grand Island. The responsibilities of this committee are to:

- a. review the efforts of both the City and CRA to implement the public infrastructure goals of the Parties and any public infrastructure projects undertaken by the Parties or a Party
- b. establish a plan, including benchmarks, for long-term development of unified governance of public infrastructure projects between the City and CRA, and report to the City and CRA as the Parties request on the progress of meeting such benchmarks
- c. report to both the CRA and City Council as determined necessary by the Parties regarding the coordination of public infrastructure efforts

between the Parties

- d. suggest changes to the Economic Development Plan and/or the Redevelopment Plans to better effectuate the public infrastructure goals of such plans
- e. such other powers deemed by the Parties to be necessary and proper to be delegated to the Committee

**COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 279**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, (THE CRA) PERTAINING TO AN INTERLOCAL AGREEMENT WITH THE CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA, A MUNICIPAL CORPORATION (THE CITY).

WHEREAS, the City is responsible for providing for public infrastructure and public works for citizens of the community in its Community and Economic Redevelopment Plans; and public infrastructure includes but is not limited to streets, water mains, sanitary sewer lines, electrical lines, storm drainage, parks and other public spaces and sidewalks; and

WHEREAS, the CRA has the duty of approving funds for public infrastructure projects as a part of its responsibilities in carrying out the Redevelopment Plans; and

WHEREAS, there is a great deal of duplication between the City and the CRA in implementing the public infrastructure goals of the City and the CRA pursuant to the City's Redevelopment Plans; and

WHEREAS, the City has submitted to the CRA a proposed Interlocal Agreement under the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. for the purpose of creating a separate administrative entity relating to public infrastructure projects for coordinating the public infrastructure efforts of both parties; and

WHEREAS, the Chairperson and members of the CRA find and determine that it would be in the best interest of Community Redevelopment Authority of the City of Grand Island, Nebraska that it enter into the said Interlocal Agreement with the City of Grand Island, Nebraska.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Interlocal Agreement between the City of Grand Island, Nebraska and the Community Redevelopment Authority of the City of Grand Island, Nebraska for the purpose of creating a separate administrative entity relating to public infrastructure projects authorized by Neb. Rev. Stat. §13-801 et seq. be approved to provide coordination of public infrastructure efforts between the city and the CRA.

2. The chairperson and the director be authorized and directed to execute said Agreement on behalf of the Community Redevelopment Authority of the City of Grand Island, Nebraska.

PASSED AND APPROVED this ____ day of August, 2018.

COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA

By _____  
Chairperson

ATTEST:

_____  
Director



## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018, by and between THE CITY OF GRAND ISLAND, Hall County, Nebraska, a municipal corporation (the "City"), and THE CITY OF GRAND ISLAND COMMUNITY REDEVELOPMENT AUTHORITY (the "CRA"). The City and the CRA are individually referred to as "Party" and collectively as "the Parties."

WHEREAS, the City owns and is charged with constructing, operating, and maintaining various elements of public infrastructure projects within the City; and

WHEREAS, the City has identified in its Economic Development Plan public infrastructure and public works needs critical to realizing the City's community and economic development strategy, including but not limited to streets, water, sewer, gas, electrical, storm drainage, railroad extension and spurs, telecommunications, cable, fiber optic, satellite service, and airport expansion and upgrades; and

WHEREAS, the City and CRA jointly approved a General Redevelopment Plan for the City that identifies similar public infrastructure and public works needs critical to the success of the goals of the General Redevelopment Plan for the City, including but not limited to storm drainage; water and sewer mains; utility mains; street construction, resurfacing, and paving projects; parks and public spaces; and sidewalks; and

WHEREAS, the CRA is charged with approving funds for such public infrastructure projects as part of its statutory responsibilities in carrying out the General Redevelopment Plan; and

WHEREAS, the Parties find that there is considerable overlap in the goals of the City's Economic Development Plan and the General Redevelopment Plan, and that better coordination and long-term development of unified governance of public infrastructure projects between the City and CRA in implementing the public infrastructure goals of the General Redevelopment Plan and the Economic Development Plan would be beneficial to achieving the goals of the City and the CRA in providing for the public infrastructure needs of the City; and

WHEREAS, in 2016 the Parties approved an Interlocal Agreement (the "2016 Agreement") which was expressly dependent and contingent upon City's enactment of an ordinance imposing a Local Option Sales Tax of the City that exceeds one and one-half percent (1 ½%), and, therefore, said 2016 Agreement failed to take effect or commence and is null and void due to the failure of the stated contingency; and

WHEREAS, the Parties wish to enter into this Interlocal Agreement to accomplish the above-stated coordination; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Coordination of Public Infrastructure Efforts.** The Parties acknowledge that the City is authorized by law to provide the public infrastructure contemplated by this Agreement and in pursuance of the goals of the City's Economic Development Plan, and that the CRA is authorized by law to provide funding for public infrastructure projects contemplated by this Agreement in pursuance of the goals of the City's General Redevelopment Plan. The Parties agree that they will coordinate their respective efforts in implementing the public infrastructure goals of the City's General Redevelopment Plan and its Economic Development Plan through steps including, but not limited to:
  - a. creating a separate administrative entity relating to public infrastructure projects that will be tasked with reviewing the efforts of both the City and CRA to implement the public infrastructure goals of the Parties and any public infrastructure projects undertaken by the Parties or a Party;
  - b. tasking such separate administrative entity with establishing a plan, including benchmarks, for long-term development of unified governance of public infrastructure projects between the City and CRA;
  - c. tasking such separate administrative entity with reporting to both the CRA and City Council as determined necessary by the Parties regarding the coordination of public infrastructure efforts between the Parties;
  - d. tasking such separate administrative entity with suggesting changes to the Economic Development Plan and/or the General Redevelopment Plan to better effectuate the public infrastructure goals of such plans;
  - e. joint meetings of the CRA and City Council as determined necessary by the Parties regarding the coordination of public infrastructure efforts between the Parties; and
  - f. other action as deemed necessary by the Parties for the long-term development of unified governance of public infrastructure projects between the City and CRA.
2. **Public Infrastructure Projects.** The public infrastructure projects that may be subject to coordination between the Parties pursuant to this Agreement include, but shall not be limited to, public highways and bridges and municipal roads, streets, bridges, and sidewalks; solid waste management facilities; wastewater, storm water, and water treatment works and systems, water distribution facilities, and water resources projects, including, but not limited to, pumping stations, transmission lines, and mains and their appurtenances; hazardous waste disposal systems; resource recovery systems; airports; port facilities; buildings and capital equipment used in the operation of municipal government; convention and tourism facilities; redevelopment projects as defined in Neb. Rev. Stat. § 18-2103; mass transit and other transportation systems, including parking facilities; and equipment necessary for the provision of municipal services.

3. **Duration.** This Agreement shall be in force and effect, and shall be contingent upon, approval by the City's electorate at the November 2018 election and City's enactment of an ordinance imposing a Local Option Sales Tax of the City that exceeds one and one-half percent (1 ½%), and shall continue thereafter for such time as the Local Option Sales Tax of the City exceeds one and one-half percent (1 ½%), or until both Parties agree to terminate this Agreement. The value of any property jointly held by the Parties pursuant to this Agreement, if any, shall be divided equally between them upon termination of this Agreement.
4. **Separate Administrative Entity.** There is hereby created under this Agreement the Public Infrastructure Coordination Committee (the "Committee"). The Committee shall be comprised of the chairperson of the CRA or his or her designee, the Mayor of the City of Grand Island or his or her designee, and at least one other members of the City Council and at least one other member of the CRA as the Parties shall determine by mutual agreement, if any. The Committee shall be a separate administrative entity and a joint board, and not a separate legal or joint entity, for purposes of the Interlocal Cooperation Act and the Local Option Revenue Act. The powers delegated to the Committee shall be:
- a. review the efforts of both the City and CRA to implement the public infrastructure goals of the Parties and any public infrastructure projects undertaken by the Parties or a Party;
  - b. establish a plan, including benchmarks, for long-term development of unified governance of public infrastructure projects between the City and CRA, and report to the City and CRA as the Parties request on the progress of meeting such benchmarks;
  - c. report to both the CRA and City Council as determined necessary by the Parties regarding the coordination of public infrastructure efforts between the Parties;
  - d. suggest changes to the Economic Development Plan and/or the General Redevelopment Plan to better effectuate the public infrastructure goals of such plans; and
  - e. such other powers deemed by the Parties to be necessary and proper to be delegated to the Committee.

The Committee shall not have the powers to contract, sue or be sued, hire staff or employees, or create rules or regulations.

5. **Financing of the Cooperative Undertaking.** Financing of the cooperative undertaking under this Agreement shall include all sources of financing permitted by the Interlocal Cooperation Act and the Local Option Revenue Act. As public infrastructure projects are undertaken by either Party under the coordination of this Agreement, a budget for such

project shall be prepared and reported to the Committee and the Parties.

6. **Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Committee may acquire, hold, and dispose of real and personal property used in the cooperative undertaking under this Agreement only as directed by the Parties.
7. **Invalidity/Severability.** If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
8. **Authority to Bind.** Each of the signatories executing this Agreement acknowledges and represents that he or she has been authorized to execute this Agreement on behalf of the Party for whom he or she is signing, and has the legal authority to bind and commit such Party to the agreements set forth herein.
9. **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
10. **Recitals.** The recitals contained hereinabove are incorporated herein and made a part of this agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements, including the 2016 Agreement, between the Parties and/or their representatives concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

THE CITY OF GRAND ISLAND, NEBRASKA:

BY: _____  
Jeremy L. Jensen, Mayor

ATTEST:

_____  
RaNae Edwards, City Clerk

THE CITY OF GRAND ISLAND COMMUNITY  
REDEVELOPMENT AUTHORITY:

BY: _____  
_____, Chair

ATTEST:

_____  
Chad Nabity, Secretary

Page 5 of 5

8/3/18



# Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018  
Regular Meeting**

## **Item X2**

**Consideration of a Request from the Downtown Business Improvement District to form a committee to determine the feasibility of purchasing downtown properties for redevelopment.**

**Staff Contact:**



July 20, 2018

Community Redevelopment Authority (CRA)  
ATTN: Chairman Tom Gdowski, et. al.  
P.O. Box 1968 | Grand Island NE 68802-1968  
Phone: (308) 385-5444 ext. 210 | ChadN@grand-island.com

RE: Downtown Railside Property Acquisition Development

Board members and staff of the Community Redevelopment Authority (CRA),

I'm writing as the President of the Board of Directors of Grand Island's Downtown Business Improvement District (BID) to request your assistance in the acquisition of strategically important property in our in district to facilitate development within Blighted & Substandard Area #1.

Our BID has a history of partnering with the Community Redevelopment Authority (CRA) to reach goals our organization could not have otherwise reached on its own. Without the CRA, the BID could not have spurred development for Upper Level Housing (Life Safety) to incentivize the utilization of otherwise abandoned or underutilized second- and third-stories of buildings in our district. Without the CRA and its Facade improvement, many irreplaceable downtown buildings would have not been able to retain their historic faces.

But ultimately, if Railside is going to continue its momentum and have a meaningful hand in its continued development it must control strategic real estate. As it currently stands, the BID has neither the ability nor the resources to purchase and develop property in its own borders.

Our two organizations have dipped our toes into these waters together before. In July 2014 the BID sought the CRA's assistance in the acquisition of the lot at West 3rd & North Elm streets, comprised of 308 North Elm Street and 604-612 West 3rd Street(s), which formerly held the Ron's Transmission building until it was destroyed by fire in 2014. With that large and prominent lot left vacant, the BID request the CRA purchase it so that its future development could be ensured to further the rejuvenation of the BID and not become another parking lot or a new building that does not match the aesthetic and historic character of much of the 3rd Street, characteristics outlined by the BID Design Guidelines (adopted by the CRA in March 2018). In June 2015 the CRA purchased the lot on the condition that the BID maintain the lot and actively pursue development.

Since then, BID kept the former Ron's Transmission lot mowed and free of weeds, created and maintained a prominent sign soliciting development opportunities (right) and partnered with developers and development agencies (such as the Economic Development Corporation) to actively court developers, such as Kinkaider Brewery, Amur Finance (formerly Axis Capitol), and the Builders Development Corporation, among others. The lot has also been a prominent anchor on "Invest" tab of the BID's website, [arriverailside.com](http://arriverailside.com), under the "Available Properties" section.



After three of CRA/BID stewardship, the CRA approved the sale of the site to Primus Dental for its development of its clinic. This success is something the BID would like to replicate on a larger scale, in lieu of having the resources to purchase real estate on its own. The BID's Economic Development Committee has identified more than a dozen sites deemed of strategic importance for the further redevelopment of downtown "Railside." They range in size and scope, but for the purposes of this request its members have decided to focus on three sites for CRA consideration:

- 512 West 3rd Street: The So-called Metal Shed, which is contrary to the BID's Design Guidelines in numerous ways, detracting from the vibrancy of that block. A new one or two story building with commercial stores on the main floor would benefit the adjacent property owners and the Railside district in general.
- 123 East South Front Street: A building which has housed several bars, but most recently a church. Purchasing this site would avoid the repeated cycle of disinvestment in the building which only contributes to its dilapidation. This particular location would be good for a multi-unit apartment building or a light industrial type business.
- Large-Scale site acquisition, for a boutique or luxury hotel: Several locations would be suitable for a hotel in Railside. Among the potential sites are some of the district's largest parking lots, such as the old Dodge School lot and the Northwest of City Hall between it and the block that contains Chicken Coop the Coney Island. But another option would be to purchase properties on the block directly East/Northeast of Pioneer Park, between West 1st and 2nd streets, which contains the Relax Inn, and a cluster of multi-unit converted residences, among others buildings. With few large buildings available for redevelopment, it is time for Grand Island to think larger than redeveloping one Railside building at a time and thinking larger, as has been done in Hastings, Kearney, Lincoln and Omaha's historic downtowns.

Without the CRA's assistance, the BID could not achieve these ends with its own resources. I formally request that a small steering committee of your board members explore the acquisition of these three sites with a few BID representatives, and develop guidelines on how we could work together toward their positive development.

Thank you for your consideration,

Tom Ziller  
Board President,  
Downtown "Railside" Business Improvement District (BID)  
224 West 3rd Street  
PO Box 791





# Community Redevelopment Authority (CRA)

**Wednesday, August 8, 2018  
Regular Meeting**

## **Item X3**

**Discussion on Proposed Orchard Subdivision Project in northeast  
Grand Island with developer Fred Hoppe**

**Staff Contact:**

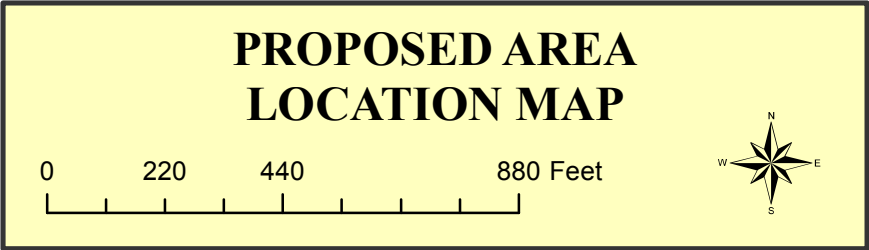
Study Area  
Figure 1: Study Area Map



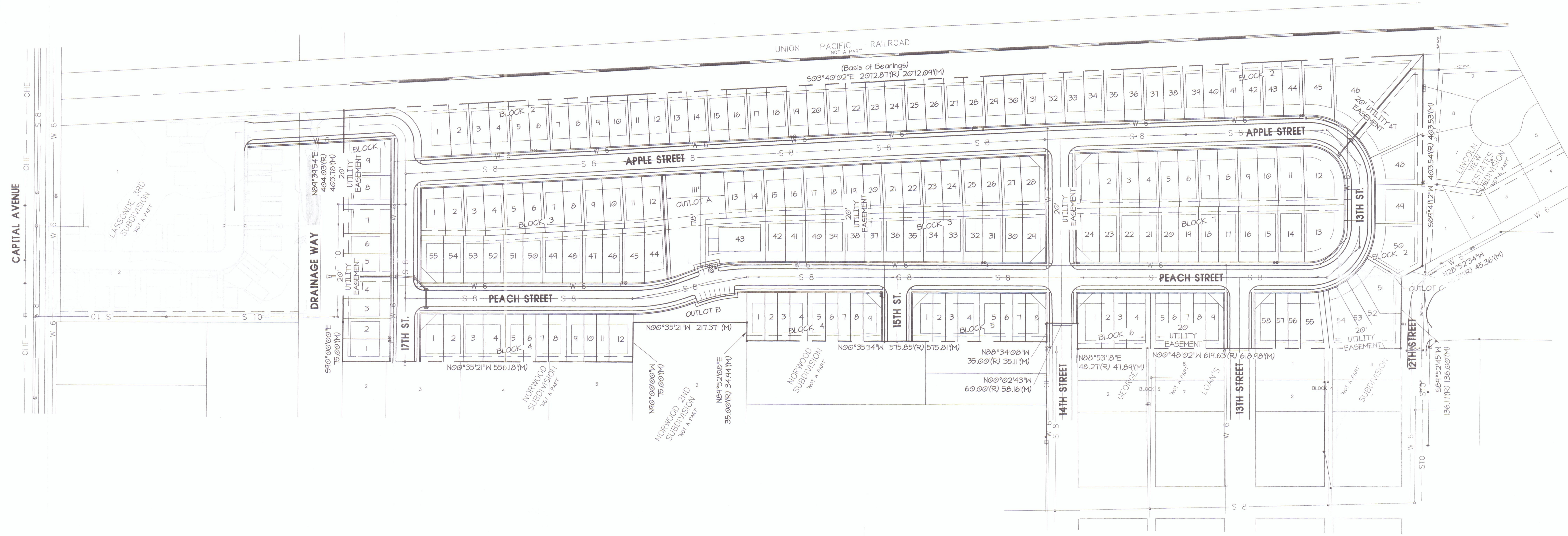
Source: Google Earth and Marvin Planning Consultants 2018  
Note: Lines and Aerial may not match.











OVERALL PRELIMINARY SITE/UTILITY PLAN  
SCALE: 1" = 100'

LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY, EXCEPT THE NORTHERLY 581.50 FEET THEREOF; THE EASTERLY 35.00 FEET OF LOT 8, NORKWOOD SUBDIVISION; AND THE EASTERLY 75.00' OF LOT 2, EXCEPT THE NORTH 05.00' NORKWOOD SUBDIVISION; AND THE EASTERLY 75.00' OF LOTS 3, 4 & 5, NORKWOOD SUBDIVISION; AND THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE.

SURVEYOR'S CERTIFICATE

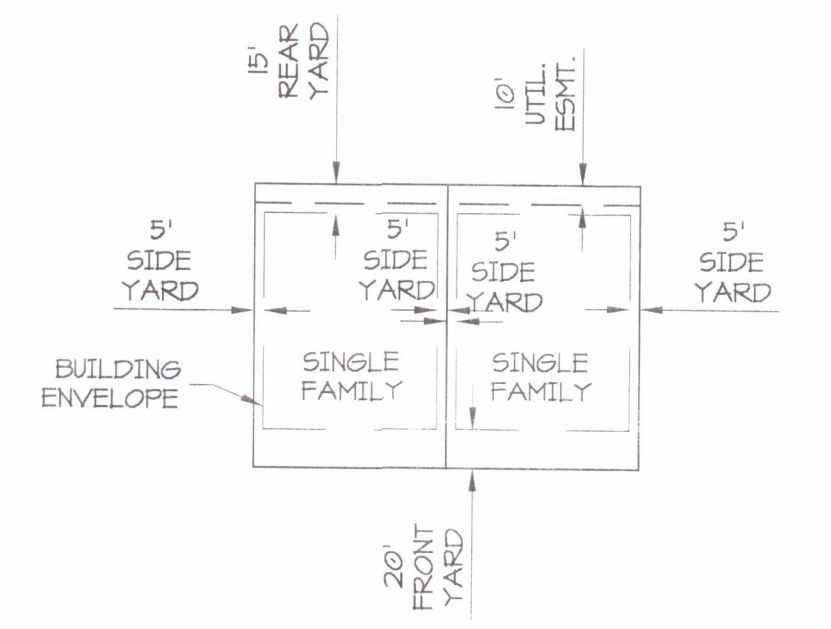
THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY, EXCEPT THE NORTHERLY 581.50 FEET THEREOF; THE EASTERLY 35.00 FEET OF LOT 8, NORKWOOD SUBDIVISION; AND THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 4, GEORGE LOAN'S SUBDIVISION, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE REFERENCED PARCEL; SAID CORNER ALSO BEING THE POINT OF BEGINNING;  
THENCE NORTHERLY ON AN ASSUMED BEARING OF N 00°48'02" W, 618.98' TO A FOUND 1" PIPE;  
THENCE EASTERLY N 88°53'18" E, 47.84' TO A FOUND 1" PIPE;  
THENCE NORTHERLY N 00°02'43" W, 58.16' TO A FOUND 1" PIPE;  
THENCE WESTERLY N 88°34'08" W, 35.11' TO A FOUND 1" PIPE;  
THENCE NORTHERLY N 00°35'34" W, 575.81' TO A FOUND 1" PIPE;  
THENCE EASTERLY N 84°52'08" E, 34.84', TO A FOUND 1" PIPE;  
THENCE NORTHERLY N 00°35'21" W, 217.31', TO A FOUND 1" PIPE;  
THENCE WESTERLY S 40°00'00" W, 75.00' TO A FOUND 1" PIPE;  
THENCE NORTHERLY N 00°35'21" W, 556.18' TO A FOUND 1" PIPE;  
THENCE EASTERLY S 40°00'00" E, 75.00' TO A FOUND 1" PIPE;  
THENCE CONTINUING EASTERLY N 84°39'54" E, 403.78' TO A POINT OF INTERSECTION ON THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, TO A FOUND 1" PIPE;  
THENCE SOUTHERLY S 03°40'02" E, ON SAID RIGHT-OF-WAY LINE, 2072.09' TO A FOUND 1" PIPE;  
THENCE WESTERLY S 84°41'12" W, 403.53' TO A FOUND 1" PIPE;  
THENCE NORTHERLY N 28°52'34" W, 45.36' TO A FOUND 1" PIPE;  
THENCE WESTERLY S 84°52'45" W, 136.00' TO THE POINT OF BEGINNING, CONTAINING A CALCULATED AREA OF 23.813 ACRES, MORE OR LESS.

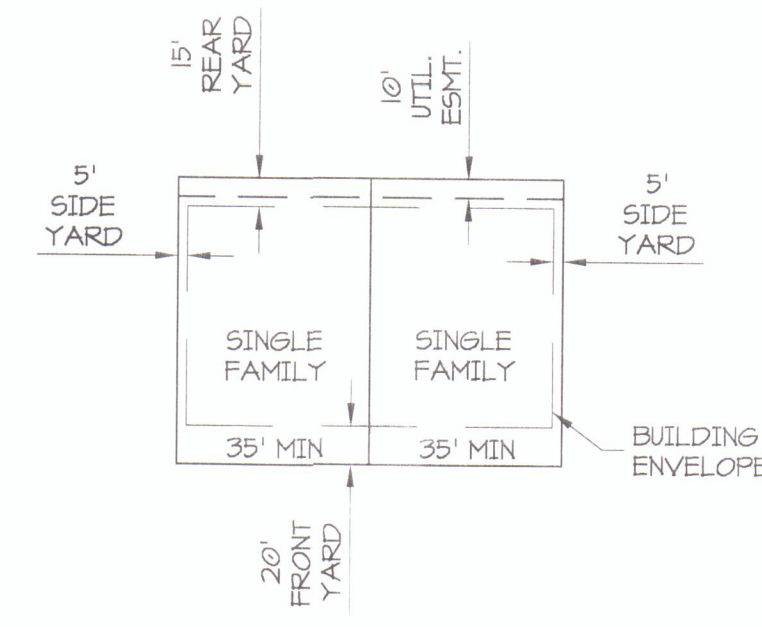
JAYME M. MALONE LS#440

GENERAL SITE NOTES

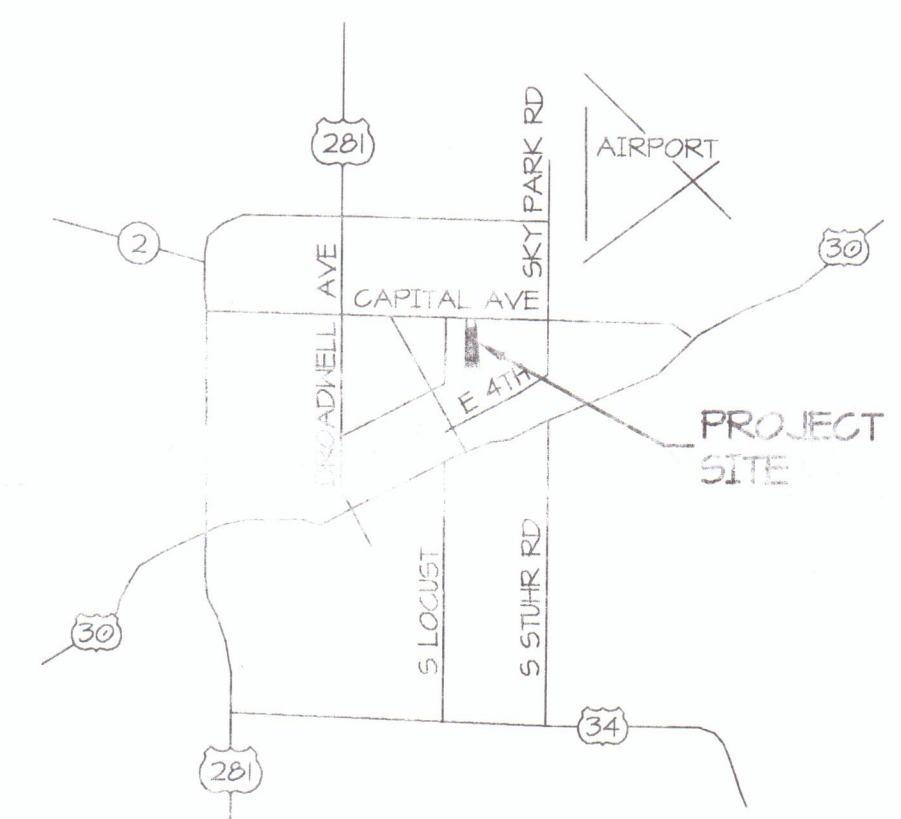
- 1. ELEVATIONS ARE NGVD 1929
- 2. LOT DIMENSIONS SHOWN ARE APPROXIMATE, AND MAY VARY 5 FEET. ALL CURVILINEAR DIMENSION SHOWN ARE CHORD LENGTHS, UNLESS OTHERWISE NOTED.
- 3. OUTLOTS 'A' AND 'C' TO HAVE A PEDESTRIAN ACCESS EASEMENT GRANTED TO THE CITY OF GRAND ISLAND.
- 4. ALL OTHER EASEMENTS SHALL BE GRANTED TO THE CITY OF GRAND ISLAND AS SHOWN.
- 5. EACH LOT WILL HAVE INDIVIDUAL SERVICE FOR WATER, SEWER, AND ELECTRICAL.
- 6. DEVELOPER RESERVES THE RIGHT TO CONSTRUCT ONE STRUCTURE CONSISTING OF TWO DWELLING UNITS ON ANY PAIR OF ADJACENT DETACHED SINGLE-FAMILY LOTS. IN WHICH CASE THE SIDE YARD REQUIREMENT SHALL BE REDUCED TO ZERO ON THE COMMON SIDE LOT LINE AS SHOWN IN THE TYPICAL ATTACHED SINGLE-FAMILY LOT LAYOUT.
- 7. OUTLOT 'B' IS RESERVED FOR FUTURE DEVELOPMENT.
- 8. A HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND SHALL PROVIDE THE MAINTENANCE OF OUTLOTS 'A', 'B', & 'C'.



DETACHED SINGLE FAMILY  
NO SCALE



ATTACHED SINGLE FAMILY  
NO SCALE

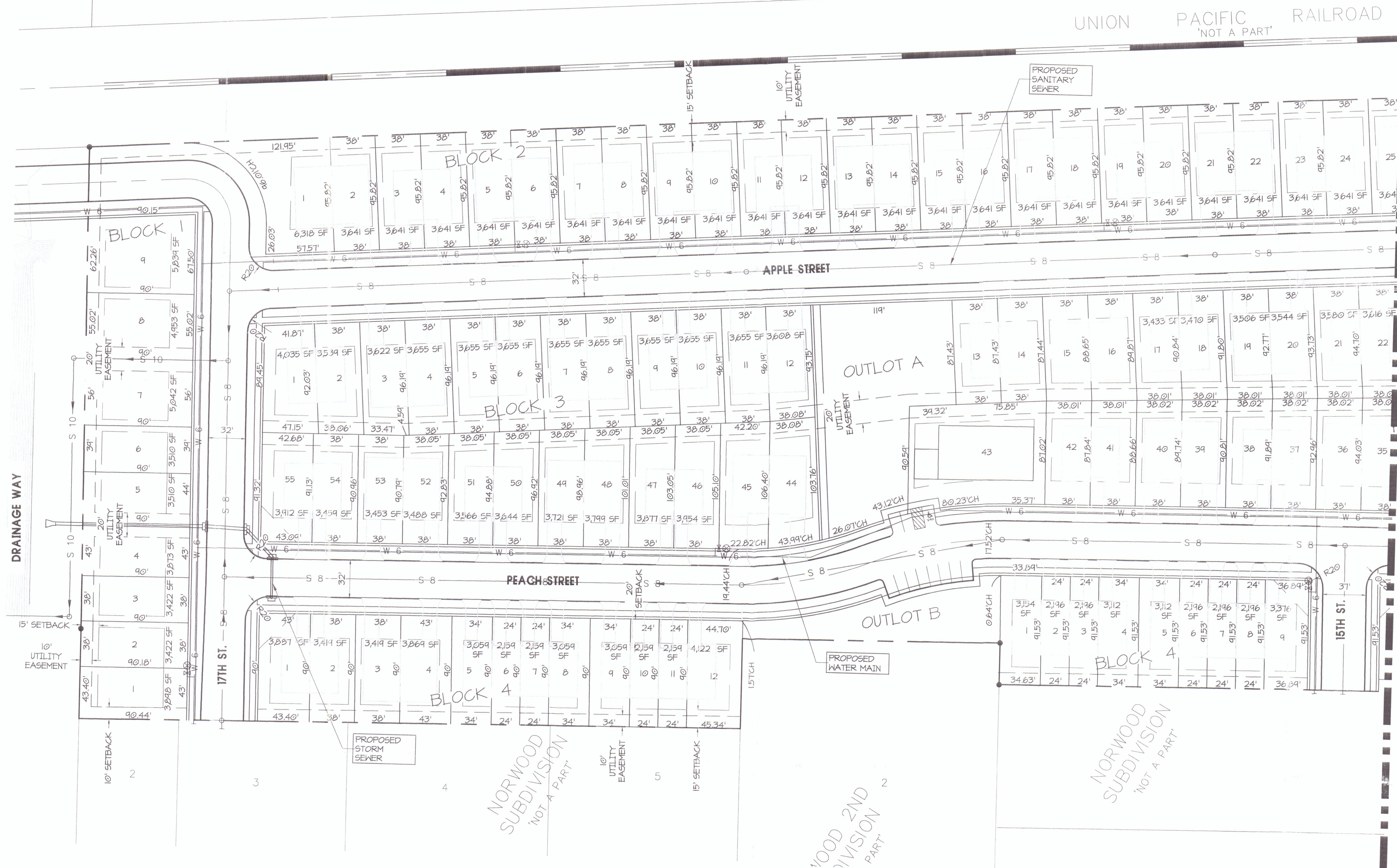


VICINITY MAP  
NO SCALE

THE ORCHARD SUBDIVISION  
PRELIMINARY STUDY  
GRAND ISLAND, NEBRASKA

Project Name: THE ORCHARD SUBDIVISION  
Project Number: 15-000001  
PROPOSED SITE PLAN  
Design Associates of Lincoln, Inc.  
ARCHITECTS • ENGINEERS • PLANNERS  
PERSHING SQUARE 1609 "N" STREET LINCOLN, NEBRASKA 68508  
Voice: 402-474-3000 office@daol.com Fax: 402-474-4049





PRELIMINARY SITE/UTILITY PLAN  
SCALE: 1" = 50'

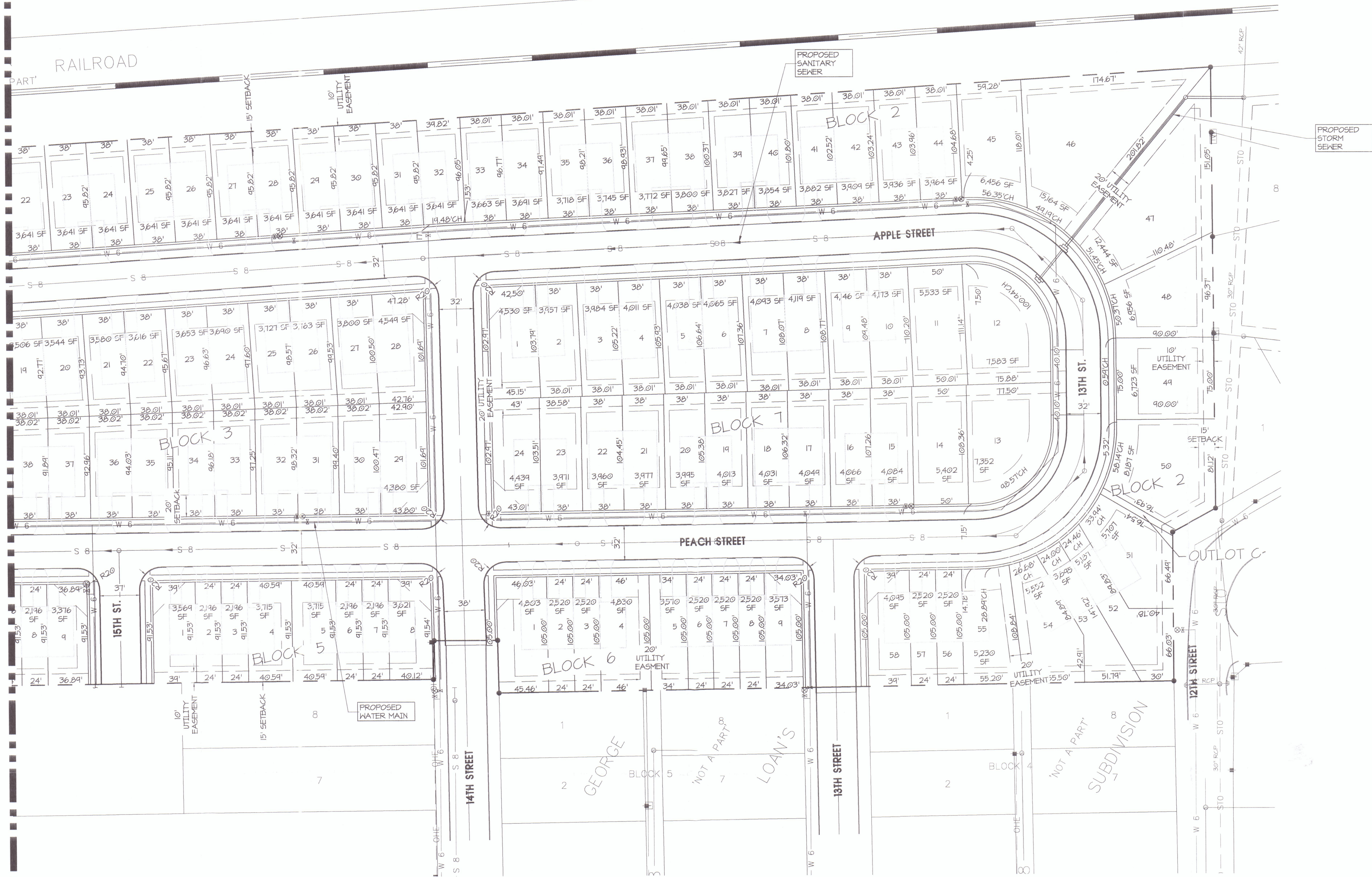
MATCHLINE SEE SHEET C-3

THE ORCHARD SUBDIVISION  
PRELIMINARY STUDY  
GRAND ISLAND, NEBRASKA

Design Associates  
of Lincoln, Inc.  
ARCHITECTS • ENGINEERS • PLANNERS  
PERSHING SQUARE 1609 "N" STREET LINCOLN NEBRASKA 68508  
Voice 402-474-3000 office@DAGLincoln.com Fax 402-474-4045



MATCHLINE SEE SHEET C-2



PRELIMINARY SITE/UTILITY PLAN  
SCALE: 1" = 50'

DATE: 12 JULY 2018  
REVISIONS:  
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THE ORCHARD SUBDIVISION  
PRELIMINARY STUDY  
GRAND ISLAND, NEBRASKA

PROJECT NO. 1601  
SHEET NO. 160  
PROPOSED  
SITE PLAN

Design Associates  
of Lincoln, Inc.  
ARCHITECTS • ENGINEERS • PLANNERS  
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