



Community Redevelopment Authority (CRA)

**Wednesday, April 21, 2010
Regular Meeting Packet**

Board Members:

Lee Elliott

Tom Gdowski

Barry Sandstrom

Sue Pirnie

Glen Murray

**4:00 PM
Grand Island City Hall
100 E 1st Street**

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, April 21, 2010
Regular Meeting

Item A1

Agenda

Staff Contact: Chad Nabity

AGENDA
Wednesday April 21, 2010
4:00 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.
2. Approval of Minutes of February 10, 2010 Meeting.
3. Approval of Financial Reports.
4. Approval of Bills.
5. Consideration of a Resolution to forward a redevelopment plan amendment to the Hall County Regional Planning Commission for 107 & 203 E Stolley Park Rd.
6. Consideration of a Resolution of intent to enter into a redevelopment contract for a project located at 107 & 203 E Stolley Park Rd.
7. Consideration of a Resolution to approve the Tax Increment Revenue Note of the Community Redevelopment Authority of the City of Grand Island, Nebraska (Poplar Street Project).
8. Consideration of proposals for demolition of property at 3225 South Locust
9. Review of Committed Projects and CRA Properties.
10. ADJOURN TO EXECUTIVE SESSION TO DISCUSS NEGOTIATIONS.

RETURN TO REGULAR SESSION

11. Approve Resolution or Resolutions to Purchase/Sell Property.
12. Directors Report
13. Adjournment

Next Meeting May 12, 2010

The CRA may go into closed session for any agenda item as allowed by state law.



Community Redevelopment Authority (CRA)

Wednesday, April 21, 2010
Regular Meeting

Item B1

Meeting Minutes

Staff Contact: Chad Nabity

OFFICIAL PROCEEDINGS

MINUTES OF COMMUNITY REDEVELOPMENT AUTHORITY MEETING OF February 10, 2010

Pursuant to due call and notice thereof, a Regular Meeting of the Community Redevelopment Authority of the City of Grand Island, Nebraska was conducted on February 10, 2010 at City Hall 100 E First Street. Notice of the meeting was given in the February 3, 2010 Grand Island Independent.

1. CALL TO ORDER Chairman Barry Sandstrom called the meeting to order at 4:05 p.m. The following members were present: Barry Sandstrom, Glen Murray and Tom Gdowski. Also present were; Director, Chad Nabity; Secretary, Rose Woods; Finance Director, Mary Lou Brown; Legal Council, Duane Burns; Terry Galloway, Almquist, Maltzahn, Galloway & Luth Certified Public Accountants; Marlan Ferguson, Grand Island Area Economic Development, joined in at 4:10 and Julia Westcoat joined in at 4:13 p.m.

Sandstrom 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 wall easily accessible to anyone who would like to read through them.

2. APPROVAL OF MINUTES. A motion for approval of the Minutes for the January 13, 2010 meeting, Gdowski made the motion to approve the January 13, 2010 meeting minutes. Motion was seconded by Murray. Upon roll call vote, all present voted aye. Motion carried unanimously.
3. APPROVAL OF FINANCIAL REPORTS. Brown reviewed the financial reports for the period of January 1, 2010 through January 31, 2010. She noted revenue in the amount of \$23,697 and expenses in the amount of \$3530 for the month. Total cash was \$1,436,804. Motion by Murray, seconded by Gdowski, to approve the financial reports. Upon roll call vote, all present voted aye. Motion carried unanimously.
4. APPROVAL OF BILLS. The bills were reviewed by Brown. Motion made by Gdowski and seconded by Murray to approve the bills in the amount of \$12,591.13. Upon roll call vote all present voted aye. Motion carried unanimously to approve the payment of bills totaling \$12,591.13.
5. AUDIT REPORT WITH TERRY GALLOWAY. Terry Galloway, of Almquist, Maltzahn, Galloway & Luth Certified Public Accountants, was present to

review the 2009 CRA Audit and to answer questions. Galloway gave a brief report of the Audit of the CRA. A motion was made by Gdowski to approve the receipt of the Audit, seconded by Murray. Upon roll call all present voted aye. Motion carried unanimously.

6. CONSIDERATION OF CONTRIBUTION REQUEST. Nabity explained the CRA has received a request for \$20,000 to assist the local complete count committee in their efforts to promote the 2010 Census. The advertising campaign is designed to reach all residents of Grand Island. It will however, concentrate on those people living in 4 geographical census tracts defined as hard to count by the U.S. Census; and on persons 60 years old and above, also a population defined as hard to count. The total budget for the advertising campaign is estimated at \$90,000 the funds would be granted to the Grand Island Chamber of Commerce Foundation and restricted to pay for production of advertising materials to be used in the campaign. The remaining funds are being raised through private donations. Ferguson also noted the importance of the 2010 Census and the different ways they plan to advertise to reach the population in the 4 census tracts that are hard to reach. If Grand Island's population reaches 50,000 they could qualify for additional monies from federal funding, which means Grand Island wouldn't have to compete for state dollars from other small cities such as Kearney and Wahoo. Additional discussion followed. A motion was made by Gdowski to approve the 2010 campaign request for \$20,000, seconded by Murray. Upon roll call vote two present voted aye and one member voted no. Motion carried.
7. CONSIDERATION OF REDEVELOPMENT CONTRACT 423 W 4TH ST. Pharmacy Properties, LLC, Mike Hamik, (the "Developer") had proposed to redevelop an area within the city limits of the City of Grand Island at 423 W 4th Street. The CRA passed resolution 108 notifying City Council of their intent to enter into a redevelopment contract at their meeting on December 14, 2009. The Hall County Regional Planning Commission met on January 6, 2010, and passed Resolution 2010-03 finding that this plan amendment is consistent with the comprehensive development plan for the City of Grand Island. The Grand Island City Council passed Resolution 2010-29 approving the redevelopment plan at their meeting on January 26, 2010. Motion was made by Murray and seconded by Gdowski. Upon roll call vote all present voted aye. Motion varied unanimously to approve the Redevelopment Contract for 423 W 4th Street.
8. CONSIDERATION OF A REDEVELOPMENT AGREEMENT "BUCKET" TIF. The City of Grand Island and the CRA have agreed to enter in to an agreement to install 8" water main between 9th Street and 12th Street along the east side of Poplar Street and necessary water service taps to support existing and anticipated development. The CRA has estimated the project to bit at 130,000, with an additional \$1,000 provided to the City of Grand

Island Accounting services and \$5,000 for the contract with Mike Bacon, providing assistance with the Bucket TIF. The City has proposed to redevelop an area within the city limits of the City of Grand Island, located at 9th Street and 12th Street along the east side of Poplar Street. The CRA passed resolution 107 notifying City Council of their intent to enter into a redevelopment contract at their meeting on December 14, 2009. The Hall County Regional Planning Commission met on January 6, 2010, and passed Resolution 2010-02 finding that this plan amendment is consistent with the comprehensive development plan for the City of Grand Island. The Grand Island City Council passed Resolution 2010-28 approving the redevelopment plan at their meeting on January 26, 2010. Motion was made by Gdowski and seconded by Murray to approve an interlocal agreement with the City of Grand Island for the installation of the water line. Upon roll call vote all present voted aye. Motion carried unanimously to approve the interlocal agreement with the City of Grand Island for the installation of the water line between 9th and 12th Streets along the east side of Poplar Street.

9. REVIEW OF COMMITTED PROJECTS AND CRA PROPERTIES. Nabity briefly reviewed the committed projects; Gdowski asked that Warshauer be removed from the list. Burns noted Warshauer would need a letter that gave him a 30 days notice regarding the CRA's intent to withdrawal funds. Nabity said the "Bucket" TIF would move forward and he hoped the closing on the 3235 S Locust project would be at the end of March.
10. ADJOURN TO EXECUTIVE SESSION TO DISCUSS NEGOTIATIONS. Gdowski made a motion to enter into executive session to discuss negotiations at 5:03 p.m., seconded by Murray. Upon roll call vote all present voted aye, motion carried. Murray made a motion to exit executive session at 5:10 p.m. Upon roll call vote all present voted aye, motion carried.
11. APPROVE RESOLUTION TO PURCHASE/SELL PROPERTY. There were no resolutions to purchase or sell property.
12. DIRECTOR'S REPORT. Nabity told the board Ray O'Connor has spoke to him about a TIF project and the meeting for April will have to have a date change as Nabity will be out of town.
13. ADJOURNMENT. Chairman Sandstrom adjourned the meeting at 5:16 p.m.

The next meeting is scheduled for March 10, 2010 at 4:00 p.m.

Respectfully submitted
Chad Nabity
Director



Community Redevelopment Authority (CRA)

Wednesday, April 21, 2010
Regular Meeting

Item C1

Financial Reports

Staff Contact: Chad Nabity

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF MARCH 2010

CONSOLIDATED	MONTH ENDED MARCH 2010	2009 - 2010 YEAR TO DATE	2010 BUDGET	REMAINING BALANCE
Beginning Cash	1,413,552	1,547,542	1,547,542	
REVENUE:				
Property Taxes	21,007	181,169	662,843	481,674
Loan Proceeds	-	-	-	-
Interest Income	4,271	14,769	12,940	(1,829)
Land Sales	-	-	50,000	50,000
Other Revenue	-	8,529	-	(8,529)
TOTAL REVENUE	25,279	204,467	725,783	521,316
TOTAL RESOURCES	1,438,830	1,752,009	2,273,325	521,316
EXPENSES				
Auditing & Accounting	-	4,392	7,500	3,108
Legal Services	-	1,050	10,000	8,950
Consulting Services	-	-	10,000	10,000
Contract Services	-	13,796	40,000	26,204
Printing & Binding	-	-	1,000	1,000
Other Professional Services	-	-	5,000	5,000
General Liability Insurance	-	-	250	250
Postage	-	50	200	150
Matching Grant	-	-	-	-
Legal Notices	-	525	800	275
Licenses & Fees	-	-	-	-
Travel & Training	-	-	1,000	1,000
Other Expenditures	(50)	-	500	500
Office Supplies	-	-	500	500
Supplies	-	-	300	300
Land	-	10,000	100,000	90,000
Façade Improvement	-	165,540	539,950	374,410
South Locust	-	-	-	-
Alleyway Improvement	-	-	-	-
Other Projects	-	-	800,000	800,000
Bond Principal	1,184	80,388	161,611	81,223
Bond Interest	-	38,572	81,172	42,600
Interest Expense	-	-	-	-
TOTAL EXPENSES	1,134	314,313	1,759,783	1,445,470
INCREASE(DECREASE) IN CASH	24,144	(109,846)	513,542	
ENDING CASH	1,437,696	1,437,696	2,061,084	
LESS COMMITMENTS	1,116,725	1,334,909		
AVAILABLE CASH	320,971	102,787	2,061,084	-
CHECKING	718,479			
INVESTMENTS	719,216			
Total Cash	1,437,696			

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF MARCH 2010

	MONTH ENDED MARCH 2010	2009 - 2010 YEAR TO DATE	2010 BUDGET	REMAINING BALANCE
CRA				
GENERAL OPERATIONS:				
Property Taxes	15,602	129,434	425,000	295,566
Interest Income	4,258	14,534	8,000	(6,534)
Land Sales	-	-	50,000	50,000
Other Revenue & Motor Vehicle Tax	-	482	-	(482)
TOTAL	19,860	144,450	483,000	338,550
GILI TRUST				
Property Taxes	1,294	32,680	65,780	33,100
Interest Income	-	-	-	-
Other Revenue	-	8	-	(8)
TOTAL	1,294	32,688	65,780	33,092
CHERRY PARK LTD II				
Property Taxes	1,239	1,239	59,180	57,941
Interest Income	14	204	-	(204)
Other Revenue	-	-	-	-
TOTAL	1,252	1,442	59,180	57,738
GENTLE DENTAL				
Property Taxes	88	88	4,202	4,114
Interest Income	0	1	-	(1)
Other Revenue	-	-	-	-
TOTAL	88	89	4,202	4,113
PROCON TIF				
Property Taxes	352	8,919	19,162	10,243
Interest Income	-	5	-	(5)
Other Revenue	-	998	-	(998)
TOTAL	352	9,921	19,162	9,241
WALNUT HOUSING PROJECT				
Property Taxes	1,248	1,248	74,472	73,224
Interest Income	-	25	-	(25)
Other Revenue	-	7,041	-	(7,041)
TOTAL	1,248	8,315	74,472	66,157
BRUNS PET GROOMING				
Property Taxes	206	206	4,986	4,780
Interest Income	-	-	4,940	4,940
Other Revenue	-	-	-	-
TOTAL	206	206	9,926	9,720
GIRARD VET CLINIC				
Property Taxes	182	4,728	-	(4,728)
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	182	4,728	-	(4,728)
GEDDES ST APTS-PROCON				
Property Taxes	559	559	1,195	636
Interest Income	-	-	-	-
Other Revenue	-	-	-	-

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF MARCH 2010

	<u>MONTH ENDED</u> <u>MARCH 2010</u>	<u>2009 - 2010</u> <u>YEAR TO DATE</u>	<u>2010</u> <u>BUDGET</u>	<u>REMAINING</u> <u>BALANCE</u>
TOTAL	559	559	1,195	636
SOUTHEAST CROSSING				
Property Taxes	237	2,069	8,866	6,797
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	237	2,069	8,866	6,797
TOTAL REVENUE	25,279	204,467	725,783	521,316

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF MARCH 2010

	MONTH ENDED	2009 - 2010	2010	REMAINING
	<u>MARCH 2010</u>	<u>YEAR TO DATE</u>	<u>BUDGET</u>	<u>BALANCE</u>
EXPENSES				
CRA				
GENERAL OPERATIONS:				
Auditing & Accounting	-	4,392	7,500	3,108
Legal Services	-	1,050	10,000	8,950
Consulting Services	-	-	10,000	10,000
Contract Services	-	13,796	40,000	26,204
Printing & Binding	-	-	1,000	1,000
Other Professional Services	-	-	5,000	5,000
General Liability Insurance	-	-	250	250
Postage	-	50	200	150
Matching Grant	-	-	-	-
Legal Notices	-	525	800	275
Licenses & Fees	-	-	-	-
Travel & Training	-	-	1,000	1,000
Other Expenditures	(50)	-	500	500
Office Supplies	-	-	500	500
Supplies	-	-	300	300
Land	-	10,000	100,000	90,000
PROJECTS				
Façade Improvement	-	165,540	539,950	374,410
South Locust	-	-	-	-
Alleyway Improvement	-	-	-	-
Other Projects	-	-	800,000	800,000
TOTAL CRA EXPENSES	(50)	195,354	1,517,000	1,321,646
GILI TRUST				
Bond Principal	-	27,039	51,001	23,962
Bond Interest	-	5,851	14,779	8,928
Other Expenditures	-	-	-	-
TOTAL GILI EXPENSES	-	32,890	65,780	32,890
CHERRY PARK LTD II				
Bond Principal	-	21,025	39,729	18,704
Bond Interest	-	8,565	19,451	10,886
TOTAL CHERRY PARK EXPENSES	-	29,590	59,180	29,590
GENTLE DENTAL				
Bond Principal	-	1,175	2,276	1,101
Bond Interest	-	926	1,926	1,000
TOTAL GENTLE DENTAL	-	2,101	4,202	2,101
PROCON TIF				
Bond Principal	-	5,029	9,467	4,438
Bond Interest	-	4,552	9,695	5,143
TOTAL PROCON TIF	-	9,581	19,162	9,581
WALNUT HOUSING PROJECT				
Bond Principal	-	18,559	39,151	20,592
Bond Interest	-	18,677	35,321	16,644
TOTAL WALNUT HOUSING	-	37,236	74,472	37,236

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF MARCH 2010

	MONTH ENDED MARCH 2010	2009 - 2010 YEAR TO DATE	2010 BUDGET	REMAINING BALANCE
BRUNS PET GROOMING				
Bond Principal	206	206	4,986	4,780
Bond Interest	-	-	-	-
TOTAL BRUNS PET GROOMING	206	206	4,986	4,780
GIRARD VET CLINIC				
Bond Principal	182	4,728	4,940	212
Bond Interest	-	-	-	-
TOTAL GIRARD VET CLINIC	182	4,728	4,940	212
GEDDES ST APTS - PROCON				
Bond Principal	559	559	1,195	636
Bond Interest	-	-	-	-
TOTAL GEDDES ST APTS - PROCON	559	559	1,195	636
SOUTHEAST CROSSINGS				
Bond Principal	237	2,069	8,866	6,797
Bond Interest	-	-	-	-
TOTAL SOUTHEAST CROSSINGS	237	2,069	8,866	6,797
TOTAL EXPENSES	1,134	314,313	1,759,783	1,438,036



Community Redevelopment Authority (CRA)

Wednesday, April 21, 2010
Regular Meeting

Item D1

Bills

Staff Contact: Chad Nabity

21-Apr-10

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.

City of Grand Island		
Administration Fees		\$ 4,412.27
Accounting	April, May, June	\$ 375.00
Officenet Inc.		
Postage		\$ 45.43
Lawnscape	Snow removal	\$ 90.00
B2 Environmental Phase I	3235 S Locust	\$ 2,000.00
Poplar Street		
Mike Bacon	Bucket TIF	\$ 4,750.00
Accounting Services	City of GI	\$ 1,000.00
Grand Island Independent		\$ 13.63
Monthly & Redevelopment Plan Notices		
Mayer, Burns, Koenig & Janulewicz		\$ 600.00

Total:

\$ 13,286.33



Community Redevelopment Authority (CRA)

**Wednesday, April 21, 2010
Regular Meeting**

Item E1

Committed Projects

Staff Contact: Chad Nabity

COMMITTED PROJECTS	AMOUNT	ESTIMATED DUE DATE
BID 6 (Landscaping)	\$6217.74	Spring 2010
BID 6 (Conduit)	\$55,000	Spring 2010
Paul Warshauer (Masonic Temple)	\$17,700	Spring 2010
2010 Wayside Horns (Oak, Pine, Elm & Walnut)	\$140,000	Fall 2010
2012 Wayside Horns (Custer/Blaine)	\$100,000	Fall 2012
The Dock Façade	\$57,250	Spring 2010
T.R. Merchen Facade Tattered Book	\$154,557	Spring 2010
“Bucket” TIF 11 th & Poplar Streets	\$136,000	Summer 2010
3235 S Locust	\$450,000	Demolition Pending
Total Committed	\$1,116,724.74	

CRA PROPERTIES

Address	Purchase Price	Purchase Date	Demo Cost	Status
203 E 1 st St.	\$68,627	10-09-02	\$23,300	Surplus
217 E 1 st St	\$17,000	03-20-03	\$6,500	Surplus
408 E 2 nd St	\$4,869	11-11-05	\$7,500	Surplus
211 E 1 st	\$34,702	11-13-07	\$8,000	Surplus
3235 S Locust	\$450,000	?	?	

March 31, 2010



Community Redevelopment Authority (CRA)

Wednesday, April 21, 2010
Regular Meeting

Item H1

TIF Request

Staff Contact: Chad Nabity



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

- I. Business Name: Ken-Ray LLC.
Address: PO Box 139 Grand Island NE 68802-0139
Telephone No.: 308-381-2497 Fax No.: 308-381-1285
Contact: Raymond O'Connor
- II. Brief Description of Applicant's Business: Commercial Real Estate
Development

- III. Present Ownership Proposed Project Site: Ken-Ray LLC, A Nebraska Limited
Liability Company
- IV. Proposed Project: Building square footage, size of property, description of
buildings – materials, etc. Please attach site plan, if available.
Bld I - 17,500 SF Split-Faced Block and Brick – DryVit Exterior to match
existing 24,500 SF building on adjacent lot

V. If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ __222,238__
B. Building \$ __2/3 of land
Assessment by
Hall County

Construction Costs:

A. Renovation or Building Costs: \$ _1,715,000.00_
B. On-Site Improvements: \$ _145,937.00_

Soft Costs:

A. Architectural & Engineering Fees: \$ _Included in
Const cost
B. Financing Fees: \$ _204,000.00_
C. Legal/Developer/Audit Fees: \$ _20,000.00_
D. Contingency Reserves: \$ _____
E. Other (Please Specify) \$ _____
TOTAL \$ _____

VII. Total Estimated Market Value at Completion: \$ __1,017,000.00
Hall county
Assessor

VIII. Source of Financing:

A. Developer Equity: \$ __385,937.00_
B. Commercial Bank Loan: \$ _1,500,000.00_
C. Tax Credits:
1. N.I.F.A. \$ _____
2. Historic Tax Credits \$ _____
D. Industrial Revenue Bonds: \$ _____
E. Tax Increment Assistance: \$ _____

F. Other \$ _____

IX. Name, Address, Phone & Fax Numbers of Architect, Engineer and General

Contractor: _____

**X. Estimated Real Estate Taxes on Project Site Upon Completion of Project:
(Please Show Calculations)**

_____1017.000_____1475.000.00_____

___X___2.12562190___X___2.12562190_____

___=___21,617.56___=___31,352.90_____

XI. Project Construction Schedule:

A. Construction Start Date: _____May 2010_____

B. Construction Completion Date: _____November 2010_____

C. If Phased Project:

___12500 additional in 2015_ Year _____100_____ % Complete

_____ Year _____ % Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

_____ \$324,263.00 _____

_____21,617.56 x 15 years _____ Assist with land, utility and soft cost to
complete project _____

**II. Statement Identifying Financial Gap and Necessity for use of Tax Increment
Financing for Proposed Project: _____**

III. 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:

____ City of Grand Island, NE _____ City of Kearney NE

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

New Nebraska LLC formed in 2009 – Tax returns and financial statement for LLC not formulated.

Post Office Box 1486
Grand Island, Nebraska 68802-1486
Phone: 308 382-1920, ext. 20
Fax: 308 382-1154
Email: cjohnson@gichamber.com

Page No. 2 Of 9 Pages

Grand Island

CONCRETE

Page 3

Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
03 014	Demolition (Conc.)			\$ -		\$ -		\$ -	\$ -
03 001	Layout			\$ -		\$ -		\$ -	\$ -
03 002	Equipment Pads			\$ -		\$ -		\$ -	\$ -
02 161	Excavate Piers			\$ -		\$ -	\$ 35.00	\$ -	\$ -
02 162	Trenching			\$ -		\$ -	\$ 1.20	\$ -	\$ -
02 163	Backhoe Work			\$ -		\$ -	\$ 75.00	\$ -	\$ -
03 003	Footings			\$ -		\$ -		\$ -	\$ -
03 022	Grade Beam 8"		\$ 8.60	\$ -	\$ 10.00	\$ -		\$ -	\$ -
03 023	Grade Beam 12"		\$ 9.50	\$ -	\$ 6.50	\$ -		\$ -	\$ -
03 032	Grade Beam Cap		\$ 3.40	\$ -	\$ 4.00	\$ -		\$ -	\$ -
03 004	Piers		\$ 378.00	\$ -	\$ 100.00	\$ -		\$ -	\$ -
03 004	Endwall Piers		\$ 94.50	\$ -	\$ 100.00	\$ -		\$ -	\$ -
03 004	Corner Piers		\$ 45.00	\$ -	\$ 100.00	\$ -		\$ -	\$ -
03 005	Walls			\$ -		\$ -		\$ -	\$ -
03 007	Stoops	20		\$ -		\$ -	\$ 250.00	\$ 5,000.00	\$ 5,000.00
03 009	Mud Pits	0		\$ -		\$ -	\$ -	\$ -	\$ -
03 010	Trench Drains		\$ 30.00	\$ -	\$ 15.00	\$ -		\$ -	\$ -
03 011	Interior Curbs		\$ 1.72	\$ -	\$ 4.00	\$ -		\$ -	\$ -
03 012	Catch Basins			\$ -		\$ -		\$ -	\$ -
03 016	Guard Posts			\$ -	\$ 35.00	\$ -		\$ -	\$ -
03 017	Backplaster/Tar/Caulk			\$ -		\$ -		\$ -	\$ -
03 100	Footing Formwork		\$ 1.40	\$ -	\$ 1.25	\$ -		\$ -	\$ -
03 200	Footing Reinforcement		\$ 0.48	\$ -	\$ 0.25	\$ -		\$ -	\$ -
03 039	Perimeter Insulation		\$ 0.65	\$ -	\$ 0.20	\$ -	\$ 0.20	\$ -	\$ -
03 820	Backfill			\$ -		\$ -		\$ -	\$ -
	BUILDING #1	0		\$ -		\$ -	\$ 5.50	\$ -	\$ -
	BUILDING #2	0		\$ -		\$ -	\$ 5.50	\$ -	\$ -
	BUILDING #3	17500		\$ -		\$ -	\$ 6.00	\$ 105,000.00	\$ 105,000.00
	Total Footings			\$ -		\$ -		\$ 110,000.00	\$ 110,000.00
03 812	Fill Sand		\$ 6.50	\$ -	\$ 1.50	\$ -		\$ -	\$ -
03 031	Flatwork Floors 4"		\$ 1.50	\$ -	\$ 0.90	\$ -		\$ -	\$ -
03 032	Flatwork Floors 6"		\$ 1.95	\$ -	\$ 0.90	\$ -		\$ -	\$ -
03 840	Vapor Barrier			\$ -		\$ -		\$ -	\$ -
03 250	Accessories		\$ 0.15	\$ -		\$ -		\$ -	\$ -
03 100	Concrete Formwork		\$ 1.40	\$ -	\$ 1.25	\$ -		\$ -	\$ -
03 200	Mesh		\$ 0.12	\$ -	\$ 0.10	\$ -		\$ -	\$ -
03 370	Curing			\$ -		\$ -		\$ -	\$ -
03 400	Concrete/Asphalt Sawing	0		\$ -		\$ -	\$ 2.00	\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Total Flatwork			\$ -		\$ -		\$ -	\$ -
03 026	Second Deck Concrete	0		\$ -		\$ -	\$ -	\$ -	\$ -
03 033	Flexicore			\$ -		\$ -		\$ -	\$ -
03 400	Precast Concrete			\$ -		\$ -		\$ -	\$ -
03 600	Grout			\$ -		\$ -		\$ -	\$ -
	Total Precast			\$ -		\$ -		\$ -	\$ -
03 860	Rental Equip. (Conc.)			\$ -		\$ -		\$ -	\$ -
03 870	Concrete Subcontract			\$ -		\$ -		\$ -	\$ -
03 027	Concrete Pump Rental	0		\$ -		\$ -	\$ 1,200.00	\$ -	\$ -
03 880	Concrete Cylinder Tests			\$ -		\$ -		\$ -	\$ -
03 036	Mobilization (Conc.)	0		\$ -		\$ -	\$ -	\$ -	\$ -
03 037	Demobilization (Conc.)	0		\$ -		\$ -	\$ -	\$ -	\$ -
03 035	Travel Time (Conc.)			\$ -		\$ -		\$ -	\$ -
03 038	Job Cleanup (Conc.)			\$ -		\$ -		\$ -	\$ -
	Total Misc.			\$ -		\$ -		\$ -	\$ -
	Total Concrete		Total Costs	\$ -		\$ -		\$ 110,000.00	\$ 110,000.00

NOTES

MASONRY

Page 4

Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
04 001	Trash Enclosures	1		\$ -		\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
	MEDALLIONS	36	\$ 19.00	\$ 684.00		\$ -	\$ -	\$ -	\$ 684.00
	BUILDING #1 CMU/Brick	1		\$ -		\$ -	\$ 82,893.00	\$ 82,893.00	\$ 82,893.00
	BUILDING #2 CMU/Brick	0		\$ -		\$ -	\$ 70,578.00	\$ -	\$ -
	BUILDING #3 CMU/Brick	1		\$ -		\$ -	\$ 119,778.00	\$ 119,778.00	\$ 119,778.00
	BUILDING #1 PRECAST	0	\$ 7.75	\$ -		\$ -		\$ -	\$ -
	BUILDING #2 PRECAST	0	\$ 7.75	\$ -		\$ -		\$ -	\$ -
	BUILDING #3 PRECAST	371	\$ 7.75	\$ 2,875.25		\$ -		\$ -	\$ 2,875.25
			Total Costs	\$ 3,559.25		\$ -		\$ 205,171.00	\$ 208,730.25

NOTES

STRUCTURAL AND MISC. STEEL

Page 4

Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
05 050	Metal Fasteners			\$ -		\$ -		\$ -	\$ -
05 100	Unloading			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
05 106	Structural Steel	0	\$ 12.00	\$ -	\$ 4.00	\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Trash Enclosure Gates	2		\$ -		\$ -	\$ 800.00	\$ 1,600.00	\$ 1,600.00
	Stairway Labor			\$ -		\$ -		\$ -	\$ -
05 010	Misc. Metals			\$ -		\$ -		\$ -	\$ -
	Stairways	0	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	Guard Posts	0	\$ 82.00	\$ -		\$ -		\$ -	\$ -
05 105	Trench Drain Grate	0		\$ -	\$ 8.00	\$ -		\$ -	\$ -
05 501	Steel Grates			\$ -		\$ -		\$ -	\$ -
05 502	Hand Railing			\$ -		\$ -		\$ -	\$ -
05 503	Guard Railing	0	\$ 25.00	\$ -	\$ 5.00	\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
05 001	Mobilization (Bldg)			\$ -		\$ -	\$ 150.00	\$ -	\$ -
05 008	Demobilization (Bldg)			\$ -		\$ -	\$ 150.00	\$ -	\$ -
05 007	Travel Time (Bldg)			\$ -		\$ -		\$ -	\$ -
05 009	Job Clean-up (Bldg)			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ -		\$ -		\$ 1,600.00	\$ 1,600.00

NOTES

Estimate Sheet

Page No. 5 Of 9 Pages

PRE-ENGINEERED

Page 5

Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
05 002	Subcontracted	0		\$ -		\$ -	\$ -	\$ -	\$ -
05 090	BUILDING #1 STEEL ARROW	0	\$ -	\$ -		\$ -	\$ 2.75	\$ -	\$ -
01 830	BUILDING #2 STEEL ARROW	0	\$ -	\$ -		\$ -	\$ 2.75	\$ -	\$ -
05 101	BUILDING #3 STEEL ARROW	0	\$ -	\$ -	\$ -	\$ -	\$ 2.75	\$ -	\$ -
05 102	BUILDING #1 STEEL KULLEY	0	\$ 7.40	\$ -	\$ -	\$ -	\$ 2.75	\$ -	\$ -
05 091	BUILDING #2 STEEL KULLEY	0	\$ 7.87	\$ -	\$ -	\$ -	\$ 2.75	\$ -	\$ -
05 092	BUILDING #3 STEEL KULLEY	17500	\$ 6.16	\$ 107,800.00	\$ -	\$ -	\$ 2.75	\$ 48,125.00	\$ 155,925.00
05 093	Eave Overhang			\$ -	\$ 3.00	\$ -		\$ -	\$ -
05 094	Red Iron-Mansard			\$ -	\$ 4.00	\$ -		\$ -	\$ -
05 102	Red Iron-Overhang			\$ -	\$ 3.00	\$ -		\$ -	\$ -
05 003	Red Iron-Framed Opening			\$ -	\$ 100.00	\$ -		\$ -	\$ -
05 111	Bridge Cranes			\$ -		\$ -		\$ -	\$ -
05 107	Crane Beams			\$ -	\$ 3.00	\$ -		\$ -	\$ -
05 109	Crane Rails			\$ -	\$ 1.50	\$ -		\$ -	\$ -
05 112	Crane Electrical Bar			\$ -	\$ 1.00	\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
05 810	CS Roof			\$ -	\$ 0.25	\$ -		\$ -	\$ -
05 805	LTC Roof			\$ -	\$ 0.35	\$ -		\$ -	\$ -
05 710	MSC Roof (Mech. Seam.)			\$ -	\$ 0.35	\$ -		\$ -	\$ -
05 800	Expansion Control			\$ -		\$ -		\$ -	\$ -
05 815	Sheeting, Walls			\$ -	\$ 0.45	\$ -		\$ -	\$ -
05 835	Sheeting Mansard			\$ -	\$ 0.30	\$ -		\$ -	\$ -
05 835	Shtg, Mansard Backside			\$ -	\$ 0.50	\$ -		\$ -	\$ -
05 840	Flashing at Existing			\$ -	\$ 5.00	\$ -		\$ -	\$ -
05 845	Eave Height Change			\$ -	\$ 5.00	\$ -		\$ -	\$ -
05 850	Gutter			\$ -	\$ 1.50	\$ -		\$ -	\$ -
05 855	Downspouts			\$ -	\$ 25.00	\$ -		\$ -	\$ -
05 860	Smoke Curtains			\$ -		\$ -		\$ -	\$ -
05 865	Smoke Hatches			\$ -	\$ 100.00	\$ -		\$ -	\$ -
05 866	Sheeting, Canopy			\$ -		\$ -		\$ -	\$ -
05 867	Sheeting, Partition		\$ 2.00	\$ -	\$ 1.00	\$ -		\$ -	\$ -
05 868	Soffit		\$ 2.75	\$ -	\$ 2.00	\$ -		\$ -	\$ -
05 868	Aluminum Soffit			\$ -	\$ 0.35	\$ -		\$ -	\$ -
05 869	Liner			\$ -	\$ 0.35	\$ -		\$ -	\$ -
05 870	Trim			\$ -	\$ 2.50	\$ -		\$ -	\$ -
05 870	Mansard Trim			\$ -		\$ -		\$ -	\$ -
05 870	Aluminum Trim			\$ -	\$ 0.50	\$ -		\$ -	\$ -
05 600	Skylights			\$ -	\$ 0.50	\$ -		\$ -	\$ -
05 601	Sidelites			\$ -	\$ 1.00	\$ -		\$ -	\$ -
05 050	Fasteners			\$ -	\$ 1.00	\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
05 002	Subcontracted			\$ -		\$ -		\$ -	\$ -
05 802	Rental Equipment (Bldg)			\$ -		\$ -		\$ -	\$ -
05 801	Fall Protection Systems			\$ -		\$ -		\$ -	\$ -
05 001	Mobilization (Bldg)			\$ -	\$ 300.00	\$ -		\$ -	\$ -
05 008	Demobilization (Bldg)			\$ -	\$ 300.00	\$ -		\$ -	\$ -
05 007	Travel Time (Bldg)			\$ -		\$ -		\$ -	\$ -
05 009	Job Clean-up (Bldg)			\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ 107,800.00		\$ -		\$ 48,125.00	\$ 155,925.00
NOTES									

Page No. 6 Of 9 Pages

THERMAL/MOISTURE PROTECTION									Page 6
Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
05 885	6" Roof Insulation		\$ 0.507	\$ -		\$ -		\$ -	\$ -
05 886	4" Roof Insulation			\$ -		\$ -		\$ -	\$ -
			\$ 0.374	\$ -	\$ 0.10	\$ -		\$ -	\$ -
05 888	6" Wall Insulation			\$ -	\$ 0.10	\$ -		\$ -	\$ -
05 889	4" Wall Insulation	0	\$ 0.374	\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
05 891	Simple Saver - Roof	0	\$ 1.00	\$ -		\$ -	\$ 0.75	\$ -	\$ -
05 891	Simple Saver Roof Install			\$ -		\$ -	\$ 0.70	\$ -	\$ -
05 892	Simple Saver Walls			\$ -		\$ -		\$ -	\$ -
05 892	Simple Saver Wall Install			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
05 893	BUILDING #1 DURO-LAST			\$ -		\$ -	\$ 56,827.00	\$ -	\$ -
	BUILDING #2 DURO-LAST			\$ -		\$ -	\$ 46,266.00	\$ -	\$ -
	BUILDING #3 DURO-LAST			\$ -		\$ -	\$ 114,635.00	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -	\$ -
07 100	Masonry/EIFS Joints	2000		\$ -		\$ -	\$ 1.50	\$ 3,000.00	\$ 3,000.00
07 101	Spray Sealers			\$ -		\$ -		\$ -	\$ -
07 810	Concrete Joints	2000		\$ -		\$ -	\$ 1.50	\$ 3,000.00	\$ 3,000.00
				\$ -		\$ -		\$ -	\$ -
07 300	Shingles and Roof Tiles			\$ -		\$ -		\$ -	\$ -
07 500	Smoke Hatches			\$ -		\$ -		\$ -	\$ -
07 501	BUILDING #1 EPDM	0		\$ -		\$ -	\$ 53,950.00	\$ -	\$ -
07 600	BUILDING #2 EPDM	0		\$ -		\$ -	\$ 43,452.00	\$ -	\$ -
07 601	BUILDING #3 EPDM	1		\$ -		\$ -	\$ 104,637.00	\$ 104,637.00	\$ 104,637.00
07 700	Roof Specialties & Acc.			\$ -		\$ -		\$ -	\$ -
07 810	Joint Sealers	1		\$ -		\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
				\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ -		\$ -		\$ 112,637.00	\$ 112,637.00
NOTES									

Estimate Sheet

Page No. 7 Of 9 Pages

DOORS AND WINDOWS									Page 7
Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
08 100	Exterior Doors	10	\$ 950.00	\$ 9,500.00		\$ -		\$ -	\$ 9,500.00
08 100	Install Doors	10		\$ -	\$ -	\$ -	\$ 125.00	\$ 1,250.00	\$ 1,250.00
08 200	Interior Doors	0	\$ 850.00	\$ -		\$ -		\$ -	\$ -
08 300	Special Doors			\$ -		\$ -		\$ -	\$ -
08 400	Entrances & Storefronts	0		\$ -		\$ -	\$ -	\$ -	\$ -
08 500	Windows			\$ -		\$ -		\$ -	\$ -
08 700	Hardware			\$ -		\$ -		\$ -	\$ -
08 820	Overhead Doors	0		\$ -		\$ -	\$ -	\$ -	\$ -
08 835	Dock Equipment			\$ -		\$ -		\$ -	\$ -
	Soffit Access Doors	2	\$ 100.00	\$ 200.00		\$ -	\$ 50.00	\$ 100.00	\$ 300.00
				\$ -		\$ -		\$ -	\$ -
08 850	Coiling Doors	0		\$ -		\$ -	\$ -	\$ -	\$ -
	BUILDING #1 GLAZING	0		\$ -		\$ -	\$ 36,955.00	\$ -	\$ -
	BUILDING #2 GLAZING	0		\$ -		\$ -	\$ 32,125.00	\$ -	\$ -
	BUILDING #3 GLAZING	1		\$ -		\$ -	\$ 61,335.00	\$ 61,335.00	\$ 61,335.00
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ 9,700.00		\$ -		\$ 62,685.00	\$ 72,385.00
NOTES									

FINISHES									Page 7
Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
19 402	Gyp Systems	0		\$ -		\$ -	\$ -	\$ -	\$ -
		0		\$ -		\$ -	\$ -	\$ -	\$ -
09 100	Subcontract Painting	0		\$ -		\$ -	\$ -	\$ -	\$ -
09 800	Subcont Floor Covering	0		\$ -		\$ -	\$ 3.00	\$ -	\$ -
09 835	Suspended Ceiling	0		\$ -		\$ -	\$ 2.00	\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Floor Stain			\$ -		\$ -	\$ 2.50	\$ -	\$ -
	GYP			\$ -		\$ -		\$ -	\$ -
	BUILDING #1 STUD/EIFS	0		\$ -		\$ -	\$ 150,060.00	\$ -	\$ -
	BUILDING #2 STUD/EIFS	0		\$ -		\$ -	\$ 112,830.00	\$ -	\$ -
	BUILDING #3 STUD/EIFS	1		\$ -		\$ -	\$ 150,700.00	\$ 150,700.00	\$ 150,700.00
	BUILDING #1 PAINT	0		\$ -		\$ -	\$ 5,500.00	\$ -	\$ -
	BUILDING #2 PAINT	0		\$ -		\$ -	\$ 4,494.00	\$ -	\$ -
	BUILDING #3 PAINT	1		\$ -		\$ -	\$ 8,900.00	\$ 8,900.00	\$ 8,900.00
				\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ -		\$ -		\$ 159,600.00	\$ 159,600.00
NOTES									

Page No. 8 Of 9 Pages

[illegible]

Estimate Sheet

Page No. 9 Of 9 Pages

MECHANICAL								Page 8	
Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
15 301	Fire Sprinkler	0		\$ -		\$ -	\$ -	\$ -	\$ -
15 401	Plumbing	0		\$ -		\$ -	\$ -	\$ -	\$ -
15 501	Heat,Vent,Air Conditioning	0		\$ -		\$ -	\$ -	\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ -		\$ -		\$ -	\$ -
NOTES									

ELECTRICAL								Page 8	
Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
16 100	Electrical - Subcontract	0		\$ -		\$ -	\$ -	\$ -	\$ -
16 211	Fire Alarm			\$ -		\$ -		\$ -	\$ -
	Parking Lot Lighting			\$ -		\$ -		\$ -	\$ -
	Specialty Building Lights			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ -		\$ -		\$ -	\$ -
NOTES									

								Page 9	
			Total All Pages	\$ 121,059.25		\$ -		\$ 1,491,429.00	
Page 1	GENERAL REQUIREMENTS	\$ 635,861.00							
Page 2	SITWORK	\$ 155,750.00							
Page 3	CONCRETE	\$ 110,000.00							
Page 4	MASONRY	\$ 208,730.25							
Page 4	METAL & STRUCTURES	\$ 1,600.00							
Page 5	PRE-ENGINEERED	\$ 155,925.00							
Page 6	WOOD & PLASTICS	\$ -							
Page 6	THERM/MOIST PROTECT'N	\$ 112,637.00							
Page 7	DOORS & WINDOWS	\$ 72,385.00							
Page 7	FINISHES	\$ 159,600.00							
Page 8	SPECIALTIES	\$ -							
	EQUIPMENT	\$ -							
Page 8	MECHANICAL	\$ -							
Page 8	ELECTRICAL	\$ -							

TOTAL ALL PAGES				\$ 1,612,488.25
01 900	Sales Tax on Materials	0.07	\$ 8,474.15	\$ 1,620,962.40
01 001	Payroll Tax	0.38	\$ -	\$ 1,620,962.40
01 002	Overhead	0	\$ -	\$ 1,620,962.40
01 812	Gen. Liability Insurance	0.0065	\$ 10,536.26	\$ 1,631,498.65
SUBTOTAL				\$ 1,631,498.65

Consulting	0.05	\$ 81,574.93	\$ 1,713,073.59
TOTAL			\$ 1,713,073.59

01 820	Sales Commission	0.0000	\$ -	\$ 1,713,073.59
01 820	Est. Commission		\$ -	\$ 1,713,073.59
99 998	Sales Budget		\$ -	\$ 1,713,073.59
CONTRACT AMOUNT without builders risk				\$ 1,713,073.59

	Bldrs Risk Ins / month	0.00019	\$ 325.48	
01 811	Number of months	3	\$ 976.45	\$ 1,714,050.04
CONTRACT AMOUNT with builders risk				\$ 1,714,050.04

01 910	Sales Tax on Labor	Use Table		\$ 1,714,050.04
01 810	Performance Bond			\$ 1,714,050.04

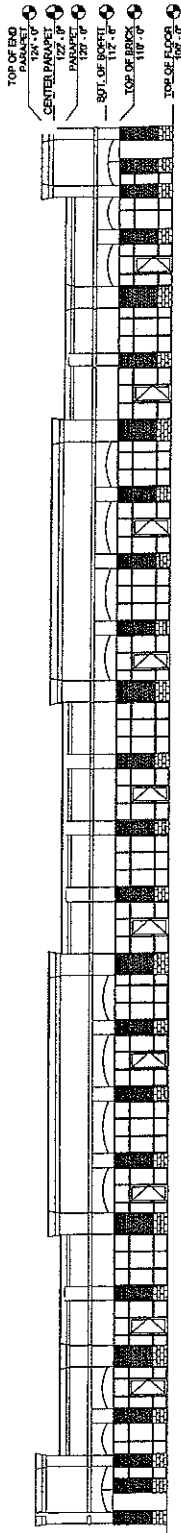
01 870	Architect & Engin. Fees			\$ 1,714,050.04
--------	-------------------------	--	--	-----------------

Cost Per SF \$97.95

month calculator for builders risk

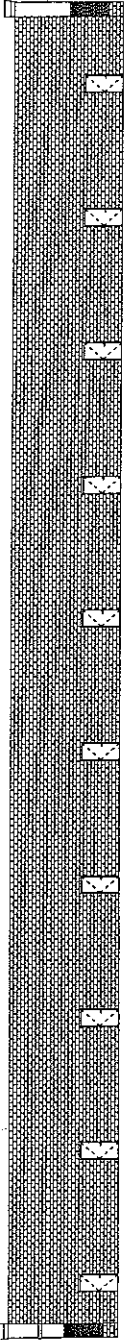
	months
\$0 to \$200,000	3
\$200,000 to \$400,000	4
\$400,000 to \$800,000	6
\$800,000 to \$1,500,000	8
\$1,500,000 to \$2,500,000	10

NOT FOR CONSTRUCTION



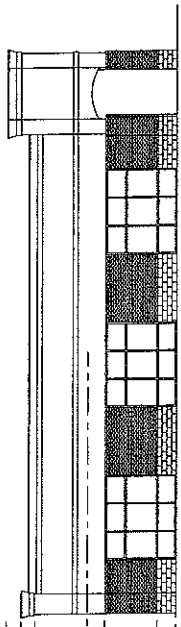
NORTH ELEVATION
30'-0"

TOP OF END
PARAPET
124'-0"
CENTER PARAPET
122'-0"
PARAPET
120'-0"
BOT. OF SOFFIT
118'-0"
TOP OF BRICK
116'-0"
BOT. OF STONE
114'-0"
TOP OF FLOOR
112'-0"

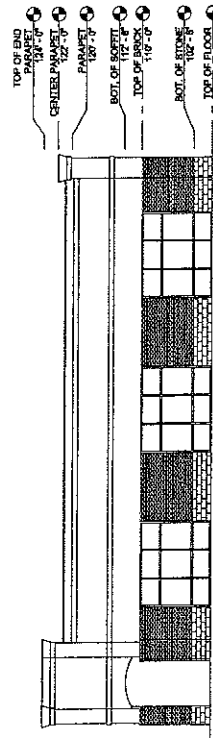


SOUTH ELEVATION
30'-0"

TOP OF END
PARAPET
124'-0"
CENTER PARAPET
122'-0"
PARAPET
120'-0"
BOT. OF SOFFIT
118'-0"
TOP OF BRICK
116'-0"
BOT. OF STONE
114'-0"
TOP OF FLOOR
112'-0"



EAST ELEVATION
30'-0"



WEST ELEVATION
30'-0"

NO.	REVISION	DATE

BUILDING #3 EXTERIOR ELEVATIONS

Exhibit A

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

TAX INCREMENT REVENUE NOTE OF THE COMMUNITY
REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA
(POPLAR STREET, PROJECT)
SERIES 2010 A

<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Final Maturity Date</u>
\$136,000.00	4.0%	December 31, 2024

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest at the rate of four percent [4.0 %] per annum on the unpaid balance. This Note is due and payable in full on December 31, 2024. This Note is subject to mandatory partial prepayment as provided in the Resolution of the Authority authorizing the issuance of this Note. The payment of principal due upon the final maturity is payable upon presentation and surrender of this Note to the Treasurer of said Authority, as Paying Agent and Registrar for said Authority, at the offices of the Community Redevelopment Authority of the City of Grand Island at City Hall, in Grand Island, Nebraska. The payments of mandatory partial redemption of principal on each payment date (other than at final payment) will be paid when due by a check or draft mailed by said Paying Agent and Registrar to the registered owner of this Note, as shown on the books or record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the payment date occurs, to such owner's address as shown on such books and records. Any payment of mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this Note on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

The Authority, however, reserves the right and option of prepaying principal of this Note, in whole or in part, from any available sources at any time at the principal amount thereof. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this Note at said registered owner's address in the manner provided in the resolution authorizing said Note. The principal of this Note shall be subject to mandatory redemptions made in part on any payment date from available funds without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the resolution authorizing this Note.

This Note is the single Note of its series of the total principal amount of One Hundred Thirty Six Thousand and no one hundredths Dollars (\$136,000.00) issued by the Authority for the purpose of paying the costs of redevelopment of certain real estate located in the City of Grand Island, as designated in that redevelopment plan recommended by the Authority and approved by the City Council of the City of Grand Island, Nebraska, (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2007, as amended, and has been duly authorized by resolution passed and approved by the governing body of the Authority (the "Resolution").

This Note constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project" (as defined in the Resolution). Pursuant to the Resolution and Section 18-2150, R.R.S. Neb. 2007, said portion of taxes has been pledged for the payment of this Note, both principal and interest as the same fall due or become subject to mandatory redemption. This Note shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Note shall not constitute an obligation of the State of Nebraska or of the City or Grand Island (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007) and neither the State or Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007). Neither the members of the Authority's governing body nor any person executing this Note shall be liable personally on this Note by reason of the issuance hereof.

This Note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Note for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the resolution authorizing the issuance of this Note. The Authority, the Paying Agent and Registrar and any other person may treat the person whose name this Note is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Note be overdue or not.

THIS NOTE, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, did happen and were done and performed in regular and due form and time as required by

law and that the indebtedness of said Authority, including this Note, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Chair and Secretary of the Community Redevelopment Authority of the City of Grand Island have caused this Note to be executed on behalf of said Authority by being signed by the Chair and Secretary and by causing the official seal of said Authority to be affixed hereto, all as of the date of issue shown above.

Delivered this 21st day of April, 2010.

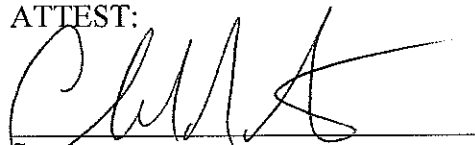
(SEAL)

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

:

By: 
Chair

ATTEST:


Secretary

PROVISION FOR REGISTRATION

The ownership of this Note shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority of the City of Grand Island, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Note may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar


Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
April 21, 2010	Grand Island Comm. Red. Authority	

Exhibit B

**Redevelopment Plan Amendment
Grand Island CRA Area #1
2009**

EXHIBIT C

DESCRIPTION OF PREMISES

Pledged with an effective date of January 1, 2010

RESOLUTION NO. 113

BE IT RESOLVED this 21st day of April, 2010, by the Community Redevelopment Authority of the City of Grand Island, (" Authority"), a Community Redevelopment Authority duly organized and existing within the State of Nebraska,

W I T N E S S E T H:

WHEREAS, the Authority is a duly organized and existing Community Redevelopment Authority, a body politic and corporate under the laws of the State of Nebraska; and

WHEREAS, the Authority is authorized by the Act (hereinafter defined) to issue and sell its revenue Note or other obligations for the purpose of providing money to pay or otherwise provide funds to pay costs of redevelopment projects and is further authorized to pledge the revenues as herein provided to secure the payment of principal, premium, if any, and interest on its obligations; and

WHEREAS, the Authority has determined it to be in the best interests of the Authority to issue its Note or other obligations for the purpose of making funds available for the construction and improvement of a redevelopment project of pursuant to a Redevelopment Plan Amendment for Grand Island CRA Area #1 (the "Redevelopment Plan"); and

WHEREAS, the Authority has made the necessary arrangements for financing a portion of the costs of the redevelopment project in part by issuing Community Development Revenue Note (Poplar Street Project), in the form of fully registered Note without coupons (the "Note" or "Series 2010 Note") of the Authority and for use of the proceeds of the Note in connection with the project, in amounts determined pursuant to Section 2.01 of this Resolution; and

WHEREAS, the issuance of the Note has been in all respects duly and validly authorized by the Members of the Authority pursuant to this resolution (the "Resolution"); and

WHEREAS, the Note is in substantially the form attached hereto as Exhibit A which is incorporated herein by this reference, with the necessary and appropriate variations, omissions and insertions as permitted or required by this Resolution.

NOW, THEREFORE, and it is expressly declared, that the Note shall be issued and delivered upon and subject to the terms, conditions, stipulations, uses and purposes as hereinafter expressed, that is to say:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Defined Terms.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Note Resolution, 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, 2007, as amended, known as the Community Development Law and acts amendatory thereof and supplemental thereto.

"Authorized Representative" means the person at the time designated to act on behalf of the City by written certificate furnished to the Noteholder and the Authority, containing the specimen signature of such person. Such certificate may designate an alternate or alternates.

"Authorized Issuer Representative" means the person at the time designated to act on behalf of the Authority by written certificate furnished to the City and the Noteholder containing the specimen signature of such person and signed on behalf of the Authority by its Chair or Vice Chair. Such certificate may designate an alternate or alternates.

"Noteholder" means the holders of the Note from time to time outstanding.

"Note" means the Authority's Community Development Revenue Note (Poplar Street Project) Series A.

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

"Closing" means the date of issuance of any Note, but not before April 30, 2010.

"Collateral" means all property pledged as security for the Noteholder pursuant to Section 5.01 of this Note Resolution.

"Debt Service Fund" means the fund created with the Paying Agent pursuant to Section 4.01 of this Resolution.

"Governing Body" means the Members of the Authority.

"Paying Agent" means the paying agent with respect to the Note appointed pursuant to Section 10.01 of this Resolution.

"Project" means the improvements to be constructed, as further described in Exhibit B attached hereto and incorporated herein by reference.

"Project Costs" means only costs or expenses incurred by City to implement the Project and related infrastructure costs, including water line and stub installation, including but not limited to costs of engineering, including reimbursement for any such costs, and cost of financing administration in the City of Grand Island, Hall County, Nebraska, pursuant to the Act and shall include costs of issuing the Note.

"Redevelopment Plan" means the Redevelopment Plan Amendment Grand Island CRA Area #1, a true and correct copy of is attached hereto and marked as Exhibit "B" and adopted in accordance with the Act, as amended from time to time.

"Registrar" means the registrar responsible for maintaining records of holders of the Note appointed pursuant to Section 10.01 of this Note Resolution.

"Resolution" means this Resolution of the Authority adopted on April 21, 2010, authorizing the issuance and sale of the Note, as the same may be amended, modified or supplemented by any amendments or modifications thereof.

"Tax Increment Revenues" means excess ad valorem taxes generated by the Project and Future Project Plans which are divided pursuant to section 18-2147 of the Act with effective dates established in the Redevelopment Plan as amended from time to time (Future Plan Amendments).

Section 1.02 Provisions as to Interpretation.

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

(a) This Resolution shall be interpreted in accordance with and governed by the laws of the State of Nebraska.

(b) Wherever in this Resolution 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.

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

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

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

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

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

(h) The captions to the sections of this Resolution 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.

Section 1.03 Exhibits.

The following Exhibits are attached to and by reference made a part of this Resolution:

(a) Exhibit A: Form of Series A Note.

(b) Exhibit B: Redevelopment Plan Amendment Grand Island CRA

Area #1.

(c) Exhibit C: Real Estate Pledged for January 1, 2010 Effective Date.

ARTICLE II

THE NOTE

Section 2.01 Form and Maturity of Note.

The Note to be issued pursuant to this Resolution shall be issued pursuant to the Act, including specifically but without limitation Sections 18-2124 et seq., shall be dated as of the date of their issuance, and shall be issued in one series designated "Community Redevelopment Authority of the City of Grand Island, Nebraska, Community Development Revenue Note (Poplar Street Project), Series A". The Note shall be substantially in the form and of the tenor as set forth in the form of the Note attached hereto as Exhibit A (Series A Note) with such appropriate variations, omissions and insertions as are permitted or required by this Resolution.

The Series A Note shall be issued in one series in the amount of \$136,000.00, and shall be dated as of the date of its issuance, which shall not occur prior

to April 21st, 2010. No other Series "A" Note shall be issued. The Series A Note shall finally mature on December 31, 2024. The Series A Note shall bear interest at the rate of four percent (4%) per annum from and after the date of issuance of such Note. The Series A Note shall be subject to mandatory partial redemption on each June 1 and December 1, (the "payment date") beginning in the year 2011 from Available Funds, as hereafter defined.

Principal on the Note shall be payable in such coin and currency of the United States of America as may be, on the respective dates of the payment thereof, legal tender for the payment of public and private debts at the principal office of the Paying Agent. Principal and interest will be paid by check or draft mailed to the Noteholder in whose name a Note is registered as of the 15th calendar day (whether or not a business day) next preceding the payment date at his address as it appears on the registration books of the Registrar.

The Note shall originally be issued as fully registered Note without coupon. Upon the written request of a Noteholder, and at its expense, Note may be surrendered to the Authority and the Authority shall deliver in exchange and substitution therefore new Note of like tenor, aggregating the then outstanding principal amount of the Note.

Section 2.02 Execution. Limited Obligation.

The Note shall be signed in the name and on behalf of the Authority by the manual or facsimile signature of the Chair or Vice Chair of the Authority and attested with the manual or facsimile signature of its Secretary. In the event that any of the officers who shall have signed and sealed the Note shall cease to be officers of the Authority before the Note shall have been issued and delivered, the Note may, nevertheless, be issued and delivered, and upon such issue and delivery shall be binding upon the Authority as though those officers who signed and sealed the same had continued to be such officers of the Authority. The Note may be signed and sealed on behalf of the Authority by such person who, at the actual date of execution of the Note, shall be the proper officer of the Authority, although at the date of the Note such person shall not have been such an officer of the Authority.

The Note shall not be a general obligation of the Authority, but only a limited obligation payable solely from the tax increment revenues pledged as security for the Note pursuant to the Redevelopment Plan or other financing documents (except to the extent paid out of monies attributable to income from the temporary investment of the proceeds of the Note) and shall be a valid claim of the registered owner thereof and otherwise secured for the payment of the Note and shall be used for no other purpose than to pay the principal and interest on the Note, except as may be otherwise expressly authorized by this Note Resolution.

Neither the Authority, the State of Nebraska, the City nor any other political subdivision of the State of Nebraska shall be obligated to pay the principal of the

Note or the interest thereon or other costs incident thereto except from the money pledged therefore. Neither the faith and credit nor the taxing power (except to the extent of ad valorem taxes pledged hereunder) of the Authority, the City, the State of Nebraska or any political subdivision of the State of Nebraska shall be pledged to the payment of the principal of the Note or the interest thereon or other costs incident thereto. The Note shall never constitute an indebtedness of the Authority or the City within the meaning of any state constitutional provision or statutory limitation, nor shall the Note or the interest thereon ever give rise to any pecuniary liability of the Authority or the City or a charge against its general credit or taxing powers.

Section 2.03 Registration and Authentication of Note.

The Note shall not be valid or obligatory for any purpose unless the Note shall have been authenticated by the manual signature of the Registrar.

Section 2.04A Delivery of Series A Note.

The Authority shall execute and deliver the Series A Note to the Noteholder which shall be the general fund of the Authority, on such date selected by the Authority but before April 21st, 2010 and not later than April 30th, 2010,

Section 2.05 Registration of Note.

Ownership of the Note shall at all times be registered as to principal and interest with the Registrar. Transfer of the Note may be made only by an assignment duly executed by the registered owner or by his registered assigns, or his legal representative or attorney, in such form as shall be reasonably satisfactory to the Registrar, who shall endorse such registration or transfer on the Note. No transfer of the Note shall be effective unless and until notice of such transfer shall be delivered in writing to the Registrar. The Registrar shall retain records showing all registrations, transfers and assignments of the Note. In the event of any such transfer, the Registrar shall require the payment by the person requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 2.06 Ownership of Note.

As to the Note the Authority and the Registrar, and their respective successors, each in its discretion, may deem and treat the person in whose name the Note for the time being shall be registered as the absolute owner thereof for all purposes, and neither the Authority nor the Registrar, nor their respective successors, shall be affected by any notice to the contrary. Payment of or on account of the principal on the Note shall be made only to or upon the order of such registered owner, but such registration may be changed as provided herein. All such payments shall be valid and effective to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

Section 2.07 Valid Obligation.

The Note executed, issued and delivered as in this Note Resolution provided shall be a valid special obligation of the Authority.

Section 2.08 Loss or Destruction of Note.

In case any Note shall become mutilated or be destroyed or lost, the Authority shall, if not then prohibited by law, cause to be executed and delivered a new Note of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and substitution for such lost Note, upon the Noteholder paying the reasonable expenses and charges of the Authority in connection therewith and, in the event the Note is destroyed or lost, the filing with the Issuer of evidence satisfactory to it that the Note was destroyed or lost, and furnishing the Authority with indemnifications satisfactory to the Authority.

Section 2.09 Transfer of the Note.

All transfers of the Note shall be upon the basis of a private placement and each proposed transferee registered owner shall furnish the Registrar with assurances in form satisfactory to the Registrar that such Note is being purchased for investment purposes only, without a view to redistribution and upon the independent credit judgment and investigation of the proposed transferee.

ARTICLE III

APPLICATION OF NOTE PROCEEDS

The proceeds of the Note shall be granted to the City and Authority, pursuant to the terms of the Redevelopment Plan upon receipt of such proceeds and used by the City and Authority to pay Project Costs pursuant to the Redevelopment Plan.

ARTICLE IV

PAYMENT OF NOTE

Section 4.01 Debt Service Fund.

There is hereby created and established a separate fund with the Paying Agent in the name of the Authority to be designated "Community Redevelopment Authority of the City of Grand Island, Nebraska, Community Development Revenue Note (Poplar Street Project), Debt Service Fund" into which the Authority shall make the following deposits:

- (a) Accrued interest, if any, received upon sale of the Note.
- (b) All Tax Increment Revenues received by the Authority with respect to the Project as described in the Redevelopment Contract;
- (c) All other monies received by the Authority when accompanied by directions that such monies are to be paid into the Debt Service Fund or used for purposes for which monies in the Debt Service Fund may be used; and
- (f) All other monies required to be deposited in the Debt Service Fund pursuant to any provision of the Redevelopment Contract, Future Plan Amendments or this Resolution.
- (g) All Tax Increment Revenues received by the Authority with respect to Future Redevelopment Plan Amendments with respect to the Project.

Section 4.02 Pledge of Debt Service Fund.

The monies and investments in the Debt Service Fund are hereby irrevocably pledged to and shall be used by the Authority from time to time, to the extent required, solely for the payment of the principal of, premium, if any, and interest on the Note.

Section 4.03 Funds Held in Trust or Secured.

All monies deposited in the Debt Service Fund under the provisions of this Resolution or the Redevelopment Contract or Future Plan Amendments shall be held in trust or fully secured by pledged assets and applied only in accordance with the provisions of this Resolution and the Redevelopment Contract, future Redevelopment Contracts and Future Plan Amendments and shall not be subject to a lien or attachment by any creditor of the Authority.

Section 4.04 Application of Funds.

If at any time the monies and investments in the Debt Service Fund shall not be sufficient to pay in full the principal, premium, if any, and interest on the Note as the same shall become due and payable (either by their terms or by acceleration of maturities under the provisions of this Note Resolution), such funds, together with any monies then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for herein or otherwise, shall be applied as follows:

FIRST: to the unpaid interest to the extent of Available Funds;
SECOND: to the payment of principal on the Series A Note.

Section 4.05 Redemption of Note Before Maturity.

(a) The Note is callable for redemption at any time in whole or in part, without premium, in the event the Authority wishes to prepay the Note.

(b) The Note is also callable for redemption in the event the registered owner thereof has declared the entire unpaid principal amount at the time outstanding to be payable due to a Event of Default as that term is defined in this Resolution, which shall have occurred and be continuing upon the conditions, in the manner and with the effect provided in this Resolution.

(c) The Note shall also be subject to mandatory partial redemption, without notice, on each interest payment date from all funds to be available in the Debt Service Fund, excluding amounts, if any, from investment earnings for such fund which the Authority shall be entitled to apply to administrative costs related to the Note, rounded down to the nearest one hundred dollars, after payment of all accrued but unpaid interest on each interest payment date (which funds are referred to in this Resolution as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each interest payment date and shall be remitted to the registered owner of the Note with interest payments. The Agent shall mark the Agent's records with respect to each mandatory partial principal prepayment made from Available Funds and it shall not be necessary for the registered owner to present the Note for notation of such prepayment. The records of the Agent shall govern as to any determination of the principal amount of the Note outstanding at anytime and the registered owner shall have the right to request information in writing from the Agent at any time as to the principal amount outstanding upon the Note.

Section 4.06 Redemption Date.

In the event the Note or any portion thereof are called for redemption or prepayment as provided in Section 4.05 of this Note Resolution, except for partial mandatory redemption, notice thereof will be given by registered or certified mail to the Noteholder not less than thirty (30) days prior to the date fixed for prepayment or redemption, specifying such date, the aggregate principal amount of the Note to be prepaid on such date and the amount of interest on such principal amount accrued to such date.

Section 4.07 Investment of Funds.

Monies on deposit to the credit of the Debt Service Fund shall be invested in (i) direct obligations of or obligations fully guaranteed by the United States of America or an Authority or instrumentality of the United States of America, (ii) fully insured certificates of deposit or time deposits of banks or trust companies. Obligations so purchased shall be deemed at all times a part of the Debt Service Fund, respectively.

Section 4.08 Disposition of Excess Funds.

Monies on deposit in the Debt Service Fund remaining after payment of principal and interest on the Note in full shall, immediately be paid to Authority and shall no longer be subject to this Resolution.

ARTICLE V

SECURITY FOR THE NOTE

Section 5.01 Pledge of Tax Increment Revenues as Security.

(a) In accordance with section 18-2147 of the Act, the Authority hereby adopts the Redevelopment Plan of the Authority by approving the Project and by providing that any ad valorem tax on real property in the Development Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in section 18-2147 of the Act. The effective date of this provision shall be January 1, 2010, as to the real estate described in Exhibit "C" to this resolution.

(b) In accordance with section 18-2150 of the Act, the Tax Increment Revenues are hereby pledged for payment of principal, premium, if any and interest on the Note. The City shall execute a notice providing for such pledge of taxes and shall file a copy of such notice with the Hall County Treasurer and Hall County Assessor.

ARTICLE VI

LEGAL AUTHORIZATION; FINDINGS

Section 6.01 Legal Authorization.

The Authority is a body politic and corporate under the laws of the State of Nebraska and is authorized under the Act to provide funds for the Project and construct public improvements related thereto, and to issue and sell its tax increment revenue notes such as the Note for the purpose, in the manner and upon the terms and conditions set forth in the Act and in this Resolution.

Section 6.02 Findings.

The Authority has heretofore determined, and does hereby determine, as follows:

(a) The Project financed by the Note is a qualified "redevelopment project" as defined the Act and has been approved as part of the Redevelopment Plan;

(b) The issuance of the Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act, by, among other things,

decreasing blighted and substandard conditions in the Redevelopment Area;

(c) The amounts necessary to acquire and construct the Project will be equal to or exceed the amount of the Note;

(d) The Redevelopment Contract is in full and complete compliance and conformity with all of the provisions of the Act

(e) The Redevelopment Project in the Plan would not be economically feasible without the use of tax-increment financing;

(f) The Redevelopment Project would not occur in the Community Redevelopment Area without the use of tax-increment financing; and

(g) The costs and benefits of the Redevelopment Project, including the 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.

(h) The Note will not constitute a debt of the Authority within the meaning of any constitutional or statutory limitation.

ARTICLE VII

AUTHORIZATION TO EXECUTE DOCUMENTS AND SELL NOTE

Section 7.01 Approval and Authorization of Documents.

The Redevelopment Plan in the form and content presented to the Authority on this date, is in all respects hereby approved, authorized and confirmed, and the execution thereof by Chair or Vice Chair of the Authority and the Secretary be and they are hereby authorized and ratified

Section 7.02 Authorization of Sale and Purchase of Note.

The issuance and sale of the Community Redevelopment Authority of the City of Grand Island, Nebraska, Community Development Revenue Note (Poplar Street, Project), of the form and content set forth in Exhibit A attached hereto, be and the same are in all respects hereby approved, authorized and confirmed, and the Chair of the Authority and the Secretary be and they are hereby authorized and directed to execute and deliver the same for and on behalf of the Authority to the general fund of the Authority, upon receipt of the purchase price therefore, and to deposit the proceeds thereon to be applied in the manner set forth in Articles III and IV hereof. The purchase

of the Note by the general fund of the Authority is expressly authorized hereby.

Section 7.03 Ratification of Actions Taken By the Authority.

The Authority hereby ratifies and approves all action taken and expenditures made by the Authority, if any, in connection with the Project based upon prior resolutions of the Authority.

Section 7.04 Authority to Execute and Deliver Additional Documents.

The Chair and Secretary of the Authority and other appropriate Authority officials are hereby authorized to execute and deliver for and on behalf of Issuer any and all additional certificates, documents or other papers and to perform all other acts as they may deem necessary or appropriate in order to implement and carry out the matters herein authorized and the implementation of the Project.

Section 7.05 Copies of Documents Presented to Authority Available for Inspection.

True and correct copies of all documents presented to the Authority and identified and referred to in this Resolution are on file in the main office of the Authority and are available for inspection by the general public during regular business hours.

ARTICLE VIII

PARTICULAR COVENANTS OF THE AUTHORITY

The Authority covenants and agrees, so long as the Note shall be outstanding and subject to the limitations on its obligations herein set forth, that:

Section 8.01 First Lien.

The lien on Tax Increment Revenues created by this Resolution is a first and prior lien and the Authority will take no actions which would subject the Tax Increment Revenues pledged hereunder or the rights, privileges and appurtenances thereto to any lien claim of any kind whether superior, equal or inferior to such lien of this Resolution.

Section 8.02 Payment of Note.

It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Note Resolution and in the Note executed and delivered there under; will pay the principal, premium, if any, and interest on the Note on the dates, at the places and in the manner prescribed in the Note in any coin or currency of the United States of America which, on the respective dates of payment

thereof, is legal tender for the payment of public and private debts; provided, however, that the principal, premium, if any, and interest on the Note and all other covenants, undertakings, stipulations, provisions and agreements contained in this Note Resolution, the Note and any other documents delivered in connection with any of the foregoing are not and shall not be deemed to (i) represent a debt or pledge the faith or credit of the Authority or the City or (ii) grant to the Noteholder directly, indirectly or contingently, any right to have the Authority or the City levy any taxes or appropriate any funds to the payment of principal or interest on the Note, such payment or other obligation to be made or satisfied solely and only out of the Tax Increment Revenues and from any other security pledged pursuant to this Resolution, the Guaranty or the Deed of Trust.

Section 8.03 Extensions of Payment of Note.

It will not directly or indirectly extend or assent to the extension of the due date of any installment of principal, premium, if any, on the Note, or of the maturity of the Note or any principal installment thereof, or the time of payment of any claims for interest thereon.

Section 8.04 Authority of the Issuer.

It is duly authorized under the Constitution and laws of the State of Nebraska to provide funds to construct and install the Project, to create and issue the Note and to make the covenants as herein provided. All necessary action and proceedings on its part to be taken for the creation and issuance of the Note and the execution and delivery of this Note Resolution have been duly and effectively taken and the Note in the hands of the Noteholder is and will be a valid and enforceable special obligation of the Authority in accordance with its terms.

Section 8.05 Further Assurances.

The Authority will execute or cause to be executed any and all further instruments that may reasonably be requested by the Noteholder and be authorized by law to perfect the pledge of an lien on the revenues and income of the Project granted in this Resolution, or intended so to be, or to vest in the Noteholder the right to receive and apply the same to the payment or protection and security of the Note.

Section 8.06 Proper Books and Records.

So long as the Note shall remain outstanding and unpaid, the Authority shall keep proper books and records in which full, true and correct entries will be made of all dealings and transactions relating to the ownership of the Project and the Note. Such books and records shall be open to inspection by the Noteholder.

Section 8.07 To Observe all Covenants and Terms - Limitations on Authority's Obligations.

It will not issue or permit to be issued the Note in any manner other than in accordance with the provisions of the Resolution, and will not suffer or permit any default to occur under this Resolution, but will faithfully observe and perform all the conditions, covenants and requirements hereof. Under the Act, the Authority has no obligation to levy taxes for or to make any advance or payment or to incur any expense or liability from its general funds in performing any of the conditions, covenants or requirements of the Note or this Resolution or to make any payments from any funds other than revenues and income of the Project or monies in the funds and accounts provided for in this Resolution.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default.

The following shall be "Events of Default" under this Note Resolution and the term "Event of Default" shall mean, whenever used in this Resolution, any one or more of the following events:

(a) If the Authority fails to pay any installment of principal on any Note when the same shall become due and payable (whether at maturity, on acceleration or otherwise) and such failure shall continue for a period of seven (7) business days after written notice thereof shall have been given to the Authority by the holder of the Note; or

(b) If any representation or warranty made by the Authority in this Resolution is or was, at the time it is made, false or misleading in any material respect.

Section 9.02 Remedies.

(a) Upon the occurrence of an Event of Default, the Holders of the Note may declare the entire unpaid principal of and accrued interest on such series of Note, and including all sums advanced hereunder to be forthwith due and payable. Upon such declaration, all outstanding Note of all Series, including principal and all interest thereof, shall be and become immediately due and payable without presentment, demand or further notice of any kind;

(b) Upon the occurrence and continuation of an Event of Default, or in case the principal of the Note shall have become due and payable, whether by lapse of time or by acceleration, then and in every such case the Noteholder may proceed to protect and enforce their rights by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein, or in the Note, or in aid of the execution of any power herein or therein granted, or for the enforcement of any other appropriate legal or equitable remedy;

Section 9.04 Waiver of Event of Default; Forbearance.

The Noteholder may waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of principal. No forbearance by the Noteholder in the exercise of any right or remedy hereunder shall affect the ability of the Noteholder to thereafter exercise any such right or remedy.

ARTICLE X

PAYING AGENT AND REGISTRAR

Section 10.01 Appointment of Paying Agent and Registrar.

The Authority hereby appoints the City Treasurer of the City of Grand Island, Nebraska, as Paying Agent and Registrar. The Paying Agent shall make all payments to Noteholder out of the Debt Service Fund as provided in Section 4.04 hereof. The Registrar shall maintain registration books of the holders of the Note.

Section 10.02 Reliance on Documents.

The Paying Agent and Registrar may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, note, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

Section 10.03 Liability.

The Paying Agent and Registrar shall not be liable for any error of judgment made in good faith by the Paying Agent and Registrar unless it shall be proved that the Paying Agent and Registrar was negligent in ascertaining the pertinent facts.

Section 10.04 Holding Note.

The Paying Agent and Registrar may acquire and hold, or become the pledgee of, any of the Note, and otherwise deal with the Authority or Poplar Street in the same manner and to the same extent and with like effect as though it were not Paying Agent and Registrar hereunder.

Section 10.05 Resignation.

The Paying Agent and Registrar may resign and be discharged by giving to the Authority and the Noteholder 30 days' notice in writing of such resignation, specifying a date when such resignation shall take effect. Such resignation shall take effect on the day specified in such notice, unless previously a successor paying agent and

note registrar shall have been appointed by the Noteholder as hereinafter provided, in which event such resignation shall take effect immediately on the appointment at any time for failure to perform its obligations set forth in this Resolution by an instrument or instruments in writing, appointing a successor to the Paying Agent and Registrar so removed, filed with the Paying Agent and Registrar and executed by the Noteholder.

Section 10.06 Appointment of Successor.

In case at any time the Paying Agent and Registrar shall resign or shall be removed or otherwise shall become incapable of acting, or shall be adjudged bankruptcy or insolvent, or if a receiver of the Paying Agent and Registrar or of its property shall be appointed, or if a public supervisory office shall take charge or control of the Paying Agent and Registrar or of its property or affairs, a vacancy shall forthwith and ipso facto be created in the office of such Paying Agent and Registrar hereunder, and a successor shall be appointed by the holders of the Series A Note hereby secured and then outstanding by an instrument or instruments in writing filed with the Paying Agent and Registrar and executed by such Noteholder, notification thereof being given to the Authority and Poplar Street. If no appointment of a successor Paying Agent and Registrar shall be made pursuant to the foregoing provisions of this paragraph within 30 days after vacancy shall have occurred in the office of Paying Agent and Registrar, the Authority shall serve as Paying Agent and Registrar until appointment of a successor.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Limitation of Rights.

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or in the Note is intended or shall be construed to give to any person other than the Authority and the Noteholder any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Authority and the Noteholder as herein provided.

Section 11.02 Supplemental Resolutions.

The Authority may, upon the request of and with the written consent of Poplar Street, and the Noteholder, pass and execute resolutions supplemental to this Resolution which shall not be inconsistent with the terms and provisions hereof.

Section 11.03 Severability.

If any provision of this Note Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any

other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 11.04 Immunity of Officers.

No recourse for the payment of any part of the principal of or interest on the Note or for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or ownership of the Note shall be had against any officer, member or agent of the Authority or the State of Nebraska, as such, all such liability to be expressly released and waived as a condition of and as a part of the consideration for the issue, sale and purchase of the Note.

Section 11.05 Incorporation of Act.

This Resolution does hereby incorporate by reference, the same as though fully set out herein, the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended.

Section 11.06 Prior Resolutions.

All resolutions, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflicts hereby repealed.

Section 11.07 Effective Date.

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

Section 11.08 Notices to Parties.

Any notice, demand, certificate, request, instrument or other communication authorized or required by this Resolution shall be in writing and shall be deemed to have been sufficiently given or filed for all purposes of this Resolution if and when mailed by registered mail, return receipt requested, postage prepaid, addressed as follows:

IF TO THE DEVELOPMENT
AUTHORITY:

Grand Island
Community Redevelopment Authority
Attention: City Clerk
100 E First Street,
P.O. Box 1968,
Grand Island, NE 68802-1968

IF TO THE PAYING AGENT AND REGISTRAR:

Grand Island City Treasurer
100 E First Street,
P.O. Box 1968,
Grand Island, NE 68802-1968

Section 11.09 Captions.

The captions or headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Resolution.

IN WITNESS WHEREOF, the undersigned hereby certify that the Members of the Community Redevelopment Authority of the City of Grand Island, Nebraska passed and adopted this Resolution, and caused these presents to be signed in its name and behalf by a majority of its Members and its official seal to be hereunto affixed, and to be attested by its Secretary, on the date first above written.

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

Chair

ATTEST:

Secretary

Exhibit A

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

TAX INCREMENT REVENUE NOTE OF THE COMMUNITY
REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA
(POPLAR STREET, PROJECT)
SERIES 2010 A

<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Final Maturity Date</u>
\$136,000.00	4.0%	December 31, 2024

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest at the rate of four percent [4.0 %] per annum on the unpaid balance. This Note is due and payable in full on December 31, 2024. This Note is subject to mandatory partial prepayment as provided in the Resolution of the Authority authorizing the issuance of this Note. The payment of principal due upon the final maturity is payable upon presentation and surrender of this Note to the Treasurer of said Authority, as Paying Agent and Registrar for said Authority, at the offices of the Community Redevelopment Authority of the City of Grand Island at City Hall, in Grand Island, Nebraska. The payments of mandatory partial redemption of principal on each payment date (other than at final payment) will be paid when due by a check or draft mailed by said Paying Agent and Registrar to the registered owner of this Note, as shown on the books or record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the payment date occurs, to such owner's address as shown on such books and records. Any payment of mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this Note on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

The Authority, however, reserves the right and option of prepaying principal of this Note, in whole or in part, from any available sources at any time at the principal amount thereof. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this Note at said registered owner's address in the manner provided in the resolution authorizing said Note. The principal of this Note shall be subject to mandatory redemptions made in part on any payment date from available funds without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the resolution authorizing this Note.

This Note is the single Note of its series of the total principal amount of One Hundred Thirty Six Thousand and no one hundredths Dollars (\$136,000.00) issued by the Authority for the purpose of paying the costs of redevelopment of certain real estate located in the City of Grand Island, as designated in that redevelopment plan recommended by the Authority and approved by the City Council of the City of Grand Island, Nebraska, (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2007, as amended, and has been duly authorized by resolution passed and approved by the governing body of the Authority (the "Resolution").

This Note constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project" (as defined in the Resolution). Pursuant to the Resolution and Section 18-2150, R.R.S. Neb. 2007, said portion of taxes has been pledged for the payment of this Note, both principal and interest as the same fall due or become subject to mandatory redemption. This Note shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Note shall not constitute an obligation of the State of Nebraska or of the City or Grand Island (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007) and neither the State or Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007). Neither the members of the Authority's governing body nor any person executing this Note shall be liable personally on this Note by reason of the issuance hereof.

This Note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Note for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the resolution authorizing the issuance of this Note. The Authority, the Paying Agent and Registrar and any other person may treat the person whose name this Note is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Note be overdue or not.

THIS NOTE, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, did happen and were done and performed in regular and due form and time as required by

law and that the indebtedness of said Authority, including this Note, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Chair and Secretary of the Community Redevelopment Authority of the City of Grand Island have caused this Note to be executed on behalf of said Authority by being signed by the Chair and Secretary and by causing the official seal of said Authority to be affixed hereto, all as of the date of issue shown above.

Delivered this 21st day of April, 2010.

(SEAL)

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

:

By: _____
Chair

ATTEST:

Secretary

PROVISION FOR REGISTRATION

The ownership of this Note shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority of the City of Grand Island, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Note may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
April _____, 2010	Grand Island Comm. Red. Authority	

Exhibit B

**Redevelopment Plan Amendment
Grand Island CRA Area #1
2009**

EXHIBIT C

DESCRIPTION OF PREMISES

Pledged with an effective date of January 1, 2010