



Community Redevelopment Authority (CRA)

**Wednesday, August 15, 2012
Regular Meeting Packet**

Board Members:

Michelle Fitzke

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, August 15, 2012
Regular Meeting

Item A1

Agenda

Staff Contact: Chad Nabity

AGENDA
Wednesday August 15, 2012
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 July 11, 2012 & July 31, 2012 Meetings.
3. Approval of Financial Reports.
4. Approval of Bills.
5. Review of Committed Projects and CRA Properties.
6. Consideration of Redevelopment contract for 709 & 715 W 18th St., Greg Baker.
7. Discussion concerning Purchase/Sale of Real Estate of property.
8. Approve Resolution or Resolutions to Purchase/Sell Real Estate.
9. Directors Report
10. Adjournment

Next Meeting September 12, 2012

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



Community Redevelopment Authority (CRA)

**Wednesday, August 15, 2012
Regular Meeting**

Item B1

July 11, 2012 & July 31, 2012 Meeting Minutes

Staff Contact: Chad Nabity

OFFICIAL PROCEEDINGS

MINUTES OF COMMUNITY REDEVELOPMENT AUTHORITY MEETING OF July 11, 2012

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 July 11, 2012 at City Hall 100 E First Street. Notice of the meeting was given in the July 3, 2012 Grand Island Independent.

1. CALL TO ORDER. Chairman Barry Sandstrom called the meeting to order at 4:02 p.m. The following members were present: Glen Murray and Tom Gdowski. Also present were; Director, Chad Nabity; Secretary, Rose Woods; Council Liaison, Vaughn Minton; Finance Director, Jaye Monter; Legal Counsel, Duane Burns; Todd Enck, Roger Bullington (Members Michelle Fitzke and Sue Pirnie were absent).

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 June 13, 2012 meeting was made by Murray and seconded by Gdowski. Upon roll call vote all present voted aye. Motion carried unanimously.
3. APPROVAL OF FINANCIAL REPORTS. Monter reviewed the financial reports for the period of June 1, 2012 through June 31, 2012. Motion was made by Gdowski and seconded by Murray 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 Sandstrom. Motion made by Gdowski and seconded by Murray to approve the bills in the amount of \$98,787.89. Upon roll call vote all present voted aye. Motion carried unanimously to approve the payment of bills totaling \$98,787.89.
5. REVIEW OF COMMITTED PROJECTS & CRA PROPERTY. Nabity reviewed the Committed Projects. Larry Fowle would be submitting a bill to the CRA next month for his micro blight study. Chief Industries is continuing their demo and cleanup of the old co-op. Fonner Park first installment has been approved for payment. All inspections have been signed off by the Grand Island Building Department. YMCA is continuing their work on the roof. The Grand Façade is almost done and will be

sending a bill in the next few months. The Chocolate Bar is Willmar Reality is complete.

6. MEMORANDUM OF UNDERSTANDING WITH CHIEF INDUSTRIES.
RE: FORMER AURORA COOP PROPERTY.

At the April CRA meeting Chief Industries was awarded a grant of \$100,000 to help pay for the demolition of the buildings on the Aurora Coop property. The CRA was interested in the possibility of getting that money back in the event that TIF is used on this property and Chief was agreeable. A Memorandum of Understanding was approved subject to negotiating minor changes. That MOU has been changed significantly, including the addition of a signature line for the Mayor (subject to Council Approval); to insure that all parties are aware of what is proposed. If the MOU is not signed the grant that CRA awarded will still be paid to Chief upon completion of the project. If the MOU is approved it does not commit the City or the CRA to using TIF for the project but it does make the costs for demolition, site clearance and the installation of public utilities that will or may occur prior to an application for TIF eligible for reimbursement. The CRA will have some possibility of getting all or a portion of the Grant for demolition back.

A motion for approval of the Memo of Understanding with Chief Industries RE: Former Aurora Coop was made by Murray and seconded by Gdowski. Upon roll call vote all present voted aye. Motion carried unanimously.

7. CONSIDERATION OF RESOLUTION 138.

Consideration of a Resolution to forward a Site Specific redevelopment plan to the Hall County Regional Planning Commission for 125 N Carey Street. The CRA received a TIF application and staff has prepared a Site Specific redevelopment plan (the "Plan"), for redevelopment of an area within city limits of the City of Grand Island, Hall County, Nebraska. A MOTION to approve Resolution No. 138.

A motion for approval of Resolution No. 138 to forward the Site Specific Redevelopment Plan to the Hall County Regional Planning Commission for 125 N Carey was made by Gdowski and seconded by Murray. Upon roll call vote all present voted aye. Motion carried unanimously.

8. CONSIDERATION OF RESOLUTION 139.

Consideration of a Resolution of intent to enter into a Site Specific Redevelopment Contract & Approval of related actions 30 day notice to City Council for 125 N Carey Street. A MOTION to approve Resolution No. 139.

A motion for approval of Resolution No. 139 to forward the Site Specific Redevelopment Plan to the City Council for 125 N Carey was made by

Gdowski and seconded by Murray. Upon roll call vote all present voted aye. Motion carried unanimously.

9. DISCUSSION ABOUT OLD CITY HALL.

There was no discussion with PROCON. They needed to submit a formal letter to the CRA to discuss the possible sale of the Old City Hall 3rd Floor.

10. BUDGET

Review of 2012-2013 Budget. Monter reviewed the budget numbers. The budget will be cleaned up and brought forth at the next meeting.

11. DIRECTORS REPORT.

There will be two blight studies.

12. ADJOURNMENT.

Sandstrom adjourned the meeting at 4:55 p.m.

The next meeting is scheduled for July 31, 2012 at 4:00 p.m.

Respectfully submitted
Chad Nabity
Director

OFFICIAL PROCEEDINGS

MINUTES OF COMMUNITY REDEVELOPMENT AUTHORITY MEETING OF July 31, 2012

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 July 31, 2012 at City Hall 100 E First Street. Notice of the meeting was given in the July 24, 2012 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: Sue Pirnie, Glen Murray and Tom Gdowski. Also present were; Director, Chad Nabity; Secretary, Rose Woods; Council Liaison, Vaughn Minton; Finance Director, Jaye Monter; Legal Counsel, Duane Burns; KC Hehnke, Bruce (Member Michelle Fitzke was absent).

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. This was pulled from the Agenda as minutes were not provided in the packets which were mailed out. Meeting minutes from July 11, 2012 and July 31, 2012 will be approved at the August 15, 2012 meeting.

3. CONSIDERATION OF RESOLUTION 140.
Consideration of a Resolution to forward a Site Specific redevelopment plan to the Hall County Regional Planning Commission for 2300 N Webb Road. The CRA received a TIF application and staff has prepared a Site Specific redevelopment plan (the "Plan"), for redevelopment of an area within city limits of the City of Grand Island, Hall County, Nebraska.

Nabity and Bruce Shriner both briefly spoke about the purpose of the TIF request for 2300 N Webb Road.

A motion for approval of Resolution No. 140 to forward the Site Specific Redevelopment Plan to the Hall County Regional Planning Commission for 2300 N Webb Road was made by Murray and seconded by Pirnie. Upon roll call vote all present voted aye. Motion carried unanimously.

4. CONSIDERATION OF RESOLUTION 141.

Consideration of a Resolution of intent to enter into a Site Specific Redevelopment Contract & Approval of related actions 30 day notice to City Council for 2300 N Webb Road.

A motion for approval of Resolution No. 141 to forward the Site Specific Redevelopment Plan to the City Council for 2300 N Webb Road was made by Murray and seconded by Pirnie. Upon roll call vote all present voted aye. Motion carried unanimously.

5. CONSIDERATION OF RESOLUTION 142.

KC Hehnke provided a letter to the CRA regarding the plans to sell the third floor of the former City Hall building located at 208 N Pine.

A motion for approval of Resolution No. 142 to approve the sale of the 3rd floor of the building located at 208 N Pine was made by Gdowski and seconded by Murray. Upon roll call vote Murray, Pirnie and Gdowski voted aye and Sandstrom abstained. Motion carried unanimously.

6. CONSIDERATION OF RESOLUTION 143.

Review of 2012-2013 Budget. Monter reviewed the budget and how the Lincoln Pool bond was raised due to the increase in costs. A motion to approve the 2012-2013 Budget as presented was made by Gdowski and seconded by Murray. Upon roll call vote all present voted aye. Motion carried unanimously.

7. ADJOURN TO EXECUTICE SESSION TO DISCUSS NEGOTIATIONS.
NONE

8. APPROVE RESOLUTION OR RESOLUTIONS TO PURCHASE/SELL PROPERTY.
NONE

9. DIRECTORS REPORT.

10. ADJOURNMENT.

Sandstrom adjourned the meeting at 4:45 p.m.

The next meeting is scheduled for August 15, 2012 at 4:00 p.m.

Respectfully submitted
Chad Nabity
Director



Community Redevelopment Authority (CRA)

Wednesday, August 15, 2012
Regular Meeting

Item C1

Financial Reports

Staff Contact: Chad Nabity

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2012

	MONTH ENDED JULY 2012	2011-2012 YEAR TO DATE	2012 BUDGET	REMAINING BALANCE
CONSOLIDATED				
Beginning Cash	801,585	923,823	923,823	593,514
REVENUE:				
Property Taxes - CRA	8,200	346,755	437,618	90,863
Property Taxes - Lincoln Pool	1,528	102,878	201,787	98,909
Property Taxes -TIF's	41,198	358,227	318,406	(39,821)
Loan Proceeds	-	-	-	-
Interest Income - CRA	14	4,370	8,000	3,630
Interest Income - TIF'S	13	657	-	-
Land Sales	-	1,532	70,000	68,468
Other Revenue - CRA	-	8,228	10,000	1,772
Other Revenue - TIF's	-	9,553	1,000	-
TOTAL REVENUE	50,954	832,201	1,046,811	223,820
TOTAL RESOURCES	852,539	1,756,023	1,970,634	817,334
EXPENSES				
Auditing & Accounting	-	4,025	5,000	975
Legal Services	105	1,496	10,000	8,505
Consulting Services	-	-	10,000	10,000
Contract Services	2,327	35,390	55,000	19,610
Printing & Binding	-	-	1,000	1,000
Other Professional Services	-	7,599	5,000	(2,599)
General Liability Insurance	-	-	250	250
Postage	29	258	200	(58)
Matching Grant	-	-	-	-
Legal Notices	16	1,800	800	(1,000)
Licenses & Fees	-	-	-	-
Travel & Training	-	161	1,000	839
Other Expenditures	-	-	500	500
Office Supplies	-	-	500	500
Supplies	-	-	300	300
Land	-	-	100,000	100,000
Bond Principal - Lincoln Pool	-	-	201,787	201,787
Façade Improvement	96,312	628,103	987,500	359,397
South Locust	-	-	-	-
Alleyway Improvement	-	-	-	-
Other Projects	-	-	111,000	111,000
Bond Principal	41,198	313,673	266,659	(47,014)
Bond Interest	-	50,965	50,747	(218)
Interest Expense	-	-	-	-
TOTAL EXPENSES	139,986	1,043,470	1,807,243	763,773
INCREASE(DECREASE) IN CASH	(89,031)	(211,269)	(760,432)	(539,953)
ENDING CASH	712,554	712,554	163,391	53,560
CRA CASH	558,109			
LINCOLN POOL CASH	102,878			
TIF CASH	51,567			
Total Cash	712,554			
CHECKING	347,312			
INVESTMENTS	365,241			
Total Cash	712,554			

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2012

	MONTH ENDED JULY 2012	2011-2012 YEAR TO DATE	2012 BUDGET	REMAINING BALANCE
CRA				
GENERAL OPERATIONS:				
Property Taxes - CRA	8,200	346,755	437,618	90,863
Property Taxes - Lincoln Pool	1,528	102,878	201,787	98,909
Interest Income	14	4,370	8,000	3,630
Land Sales	-	1,532	70,000	68,468
Other Revenue & Motor Vehicle Tax	-	8,228	10,000	1,772
TOTAL	9,743	463,764	727,405	263,641
GILI TRUST				
Property Taxes	-	32,019	32,890	871
Interest Income	-	511	-	-
Other Revenue	-	-	-	-
TOTAL	-	32,530	32,890	871
CHERRY PARK LTD II				
Property Taxes	-	64,641	59,180	-
Interest Income	13	137	-	-
Other Revenue	-	-	-	-
TOTAL	13	64,778	59,180	-
GENTLE DENTAL				
Property Taxes	-	161	4,202	4,041
Interest Income	0	1	-	-
Other Revenue	-	-	-	-
TOTAL	0	162	4,202	4,041
PROCON TIF				
Property Taxes	-	23,028	19,162	-
Interest Income	0	2	-	-
Other Revenue	-	233	-	-
TOTAL	0	23,263	19,162	-
WALNUT HOUSING PROJECT				
Property Taxes	-	65,147	74,472	9,325
Interest Income	-	6	-	-
Other Revenue	-	9,320	-	-
TOTAL	-	74,473	74,472	9,325
BRUNS PET GROOMING				
Property Taxes	-	13,170	11,000	-
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	-	13,170	11,000	-
GIRARD VET CLINIC				
Property Taxes	-	14,037	14,000	-
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	-	14,037	14,000	-

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2012

	<u>MONTH ENDED JULY 2012</u>	<u>2011-2012 YEAR TO DATE</u>	<u>2012 BUDGET</u>	<u>REMAINING BALANCE</u>
GEDDES ST APTS-PROCON				
Property Taxes	-	28,591	30,000	1,409
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	-	28,591	30,000	1,409
SOUTHEAST CROSSING				
Property Taxes	-	8,674	14,000	5,326
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	-	8,674	14,000	5,326
Poplar Street Water				
Property Taxes	-	1,826	1,000	(826)
Interest Income	-	-	-	-
Other Revenue	-	-	1,000	1,000
TOTAL	-	1,826	2,000	174
CASEY'S @ FIVE POINTS				
Property Taxes	-	8,670	15,000	6,330
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	-	8,670	15,000	6,330
SOUTH POINTE HOTEL PROJECT				
Property Taxes	41,198	85,341	22,000	-
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	41,198	85,341	22,000	-
TODD ENCK PROJECT				
Property Taxes	-	3,126	5,500	2,374
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	-	3,126	5,500	2,374
JOHN SCHULTE CONSTRUCTION				
Property Taxes	-	4,449	3,000	-
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	-	4,449	3,000	-
PHARMACY PROPERTIES INC				
Property Taxes	-	5,347	8,000	2,653
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	-	5,347	8,000	2,653
KEN-RAY LLC				
Property Taxes	-	-	5,000	5,000
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	-	-	5,000	5,000

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2012

	MONTH ENDED JULY 2012	2011-2012 YEAR TO DATE	2012 BUDGET	REMAINING BALANCE
SKAGWAY				
Property Taxes	-	-	-	-
Interest Income	-	-	-	-
Other Revenue	-	-	-	-
TOTAL	-	-	-	-
TOTAL REVENUE	50,954	832,201	1,046,811	301,144
EXPENSES				
CRA				
GENERAL OPERATIONS:				
Auditing & Accounting	-	4,025	5,000	975
Legal Services	105	1,496	10,000	8,505
Consulting Services	-	-	10,000	10,000
Contract Services	2,327	35,390	55,000	19,610
Printing & Binding	-	-	1,000	1,000
Other Professional Services	-	7,599	5,000	(2,599)
General Liability Insurance	-	-	250	250
Postage	29	258	200	(58)
Matching Grant	-	-	-	-
Legal Notices	16	1,800	800	(1,000)
Licenses & Fees	-	-	-	-
Travel & Training	-	161	1,000	839
Other Expenditures	-	-	500	500
Office Supplies	-	-	500	500
Supplies	-	-	300	300
Land	-	-	100,000	100,000
Bond Principal - Lincoln Pool	-	-	201,787	201,787
PROJECTS				
Façade Improvement	96,312	628,103	987,500	359,397
South Locust	-	-	-	-
Alleyway Improvement	-	-	-	-
Other Projects	-	-	111,000	111,000
TOTAL CRA EXPENSES	98,788	678,832	1,489,837	811,005
GILI TRUST				
Bond Principal	-	33,066	31,627	(1,439)
Bond Interest	-	1,325	1,263	(62)
Other Expenditures	-	-	-	-
TOTAL GILI EXPENSES	-	34,390	32,890	(1,500)
CHERRY PARK LTD II				
Bond Principal	-	49,894	49,894	(0)
Bond Interest	-	9,286	9,286	0
TOTAL CHERRY PARK EXPENSES	-	59,180	59,180	-
GENTLE DENTAL				
Bond Principal	-	2,745	2,760	15
Bond Interest	-	1,457	1,442	(15)
TOTAL GENTLE DENTAL	-	4,202	4,202	(0)

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2012

	<u>MONTH ENDED</u> <u>JULY 2012</u>	<u>2011-2012</u> <u>YEAR TO DATE</u>	<u>2012</u> <u>BUDGET</u>	<u>REMAINING</u> <u>BALANCE</u>
PROCON TIF				
Bond Principal	-	11,641	11,782	141
Bond Interest	-	7,521	7,380	(141)
TOTAL PROCON TIF	-	19,162	19,162	0
WALNUT HOUSING PROJECT				
Bond Principal	-	43,096	43,096	(0)
Bond Interest	-	31,376	31,376	0
TOTAL WALNUT HOUSING	-	74,472	74,472	0
BRUNS PET GROOMING				
Bond Principal	-	13,170	11,000	(2,170)
Bond Interest	-	-	-	-
TOTAL BRUNS PET GROOMING	-	13,170	11,000	(2,170)
GIRARD VET CLINIC				
Bond Principal	-	14,037	14,000	(37)
Bond Interest	-	-	-	-
TOTAL GIRARD VET CLINIC	-	14,037	14,000	(37)
GEDDES ST APTS - PROCON				
Bond Principal	-	28,591	30,000	1,409
Bond Interest	-	-	-	-
TOTAL GEDDES ST APTS - PROCON	-	28,591	30,000	1,409
SOUTHEAST CROSSINGS				
Bond Principal	-	8,674	14,000	5,326
Bond Interest	-	-	-	-
TOTAL SOUTHEAST CROSSINGS	-	8,674	14,000	5,326
POPLAR STREET WATER				
Bond Principal	-	1,826	-	(1,826)
Bond Interest	-	-	-	-
Auditing & Accounting	-	-	-	-
Contract Services	-	-	-	-
TOTAL POPLAR STREET WATER	-	1,826	-	(1,826)

COMMUNITY REDEVELOPMENT AUTHORITY
FOR THE MONTH OF JULY 2012

	MONTH ENDED JULY 2012	2011-2012 YEAR TO DATE	2012 BUDGET	REMAINING BALANCE
CASEY'S @ FIVE POINTS				
Bond Principal	-	8,670	15,000	6,330
Bond Interest	-	-	-	-
TOTAL CASEY'S @ FIVE POINTS	-	8,670	15,000	6,330
SOUTH POINTE HOTEL PROJECT				
Bond Principal	41,198	85,341	22,000	(63,341)
Bond Interest	-	-	-	-
TOTAL SOUTH POINTE HOTEL PROJECT	41,198	85,341	22,000	(63,341)
TODD ENCK PROJECT				
Bond Principal	-	3,126	5,500	2,374
Bond Interest	-	-	-	-
TOTAL TODD ENCK PROJECT	-	3,126	5,500	2,374
JOHN SCHULTE CONSTRUCTION				
Bond Principal	-	4,449	3,000	(1,449)
Bond Interest	-	-	-	-
Auditing & Accounting	-	-	-	-
TOTAL JOHN SCHULTE CONSTRUCTION	-	4,449	3,000	(1,449)
PHARMACY PROPERTIES INC				
Bond Principal	-	5,347	8,000	2,653
Bond Interest	-	-	-	-
Auditing & Accounting	-	-	-	-
TOTAL PHARMACH PROPERTIES INC	-	5,347	8,000	2,653
KEN-RAY LLC				
Bond Principal	-	-	5,000	5,000
Bond Interest	-	-	-	-
Auditing & Accounting	-	-	-	-
TOTAL KEN-RAY LLC	-	-	5,000	5,000
SKAGWAY				
Bond Principal	-	-	-	-
Bond Interest	-	-	-	-
Auditing & Accounting	-	-	-	-
TOTAL SKAGWAY	-	-	-	-
TOTAL EXPENSES	139,986	1,043,470	1,807,243	763,773



Community Redevelopment Authority (CRA)

Wednesday, August 15, 2012
Regular Meeting

Item D1

August Bills

Staff Contact: Chad Nabity

15-Aug-12

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	\$ 3,827.99
Accounting	\$ 375.00
Officenet Inc.	
Postage	\$ 22.33
Lawnscape	\$ 64.00
Lawnscape	
Olssons	\$ 2,000.00
Larry Fowle	\$ 2,000.00
Grand Island Independent	\$ 31.04
Monthly & Redevelopment Plan Notices	
Mayer, Burns, Koenig & Janulewicz Legal Services	\$ 510.00

Total:

\$ 8,830.36



Community Redevelopment Authority (CRA)

Wednesday, August 15, 2012
Regular Meeting

Item E1

Committed Projects

Staff Contact: Chad Nabity

COMMITTED PROJECTS	TOTAL AMOUNT	2012 FISCAL YR	2013 FISCAL YR	2014 FISCAL YR	ESTIMATE D COMP
Downtown BID					
Grand Generation/YMCA	\$ 7,500.00		\$ 7,500.00		
Indv. Building Evaluations	\$ -	\$ -			
Historic Lighting Projects	\$ 30,000.00		\$ 30,000.00		
Total Downtown BID *	\$ -				Fall 2012
Larry Fowle/Micro Blight	\$ 2,000.00	\$ 2,000.00			Fall 2012
Chief Industries	\$ 100,000.00	\$ 100,000.00			Summer 2012
The Chocolate Bar	\$ 116,536.00		\$ 116,536.00		Spring 2013
3333 Ramada Rd - Howard Johnson	\$ 100,000.00	\$ 100,000.00			Fall 2012
Fonner Park **	\$ 96,311.50	\$ -	\$ 96,311.50		Spring 2012
YMCA	\$ 48,000.00	\$ 48,000.00			Summer 2012
2014 Wayside Horns (Custer/Blaine)	\$ 100,000.00			\$ 100,000.00	Winter 2014
The Grand Façade \$300,000 (\$100 over 3 fiscal yrs)	\$ 300,000.00	\$ 200,000.00	\$ 100,000.00		Spring 2012
Wilmar Realty LLC \$300,000 (\$100k over 3 fiscal yrs) ***	\$ 100,000.00		\$ 100,000.00		Fall 2012
Total Committed	\$ 1,000,347.50	\$ 450,000.00	\$ 450,347.50	\$ 100,000.00	

Façade Budget \$ Remaining	\$ 359,396.87	\$ 572,000.00
Other Projects	\$ 100,000.00	\$ 50,000.00
Land	\$ 100,000.00	\$ 20,000.00
 subtotal	\$ 559,396.87	\$ 642,000.00
Less committed	\$ (450,000.00)	\$ (450,347.50)
Balance remaining	\$ 109,396.87	\$ 191,652.50

CRA PROPERTIES

Address	Purchase Price	Purchase Date	Demo Cost	Status
408 E 2 nd St	\$4,869	11/11/2005	\$7,500	Surplus
3235 S Locust	\$450,000	4/2/2010	\$39,764	Surplus

April 30, 2012

* Downtown BID 8 has been paid for the POW Marker and for a part of the building evaluations.

** Fonner Park to be paid out over two years (project completed in Spring 2012).

*** Wilmar has been paid \$200,000 for their Façade grant (they have \$100,000 remaining).



Community Redevelopment Authority (CRA)

Wednesday, August 15, 2012
Regular Meeting

Item H1

Baker TIF Contract

Staff Contact: Chad Nabity

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____th day of _____, 2012, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”), and Baker Development, Inc., a Nebraska corporation (“Redeveloper”).

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the “City”), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended (collectively the “Act”), has designated an area in the City as blighted and substandard; and

WHEREAS, City and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a parcel in the blighted and substandard area;

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

“Act” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended, and acts amendatory thereof and supplemental thereto

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

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

“Governing Body” means the Mayor and City Council of the City.

“Holder” means the holders of TIF indebtedness issued by the Authority from time to time outstanding.

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

“Project” means the improvements to the Redevelopment Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“Project Cost Certification” means a statement prepared and signed by the Redeveloper verifying the Redeveloper has been legally obligated for the payment of Project Costs identified on Exhibit D

“Project Costs” means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103 (a) through (f), inclusive, of the Act as identified on Exhibit D.

“Redeveloper” means Baker Development, Inc., a Nebraska corporation.

“Redevelopment Area” means that certain real property situated in the City of Grand Island, Hall County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

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

“Redevelopment Plan” means the Amended Redevelopment Plan for the Redevelopment Area related to the Project, prepared by the Authority and approved by the City pursuant to the Act.

“Resolution” means the Resolution of the Authority, as supplemented from time to time, approving this Redevelopment Contract and the issuance of the TIF Indebtedness.

“TIF Indebtedness” means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues.

“TIF Revenues” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Authority pursuant to the Act.

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Authority.

The Authority makes the following representations and findings:

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

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

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

(d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening conditions of blight and substandard in the Redevelopment Area.

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

(2) Based on Representations made by the Redeveloper:

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

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

(iii) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.

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

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska corporation, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

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

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

(d) Any financial statements of the Redeveloper or its Members delivered to the Authority prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Authority.

(e) The Project would not be economically feasible without the use of tax increment financing.

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

(g) The Redeveloper is an accredited investor as that term is defined for purposes Regulation D, issued pursuant to the Securities Act of 1933, as amended.

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project: to wit: the property shown on attached Exhibit A, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2013.

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by

whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Project shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of TIF Indebtedness

Authority shall incur TIF Indebtedness in the form and principal amount and bearing interest and being subject to such terms and conditions as are specified on the attached exhibit C. No TIF Indebtedness will be issued until Redeveloper has (a) acquired fee title to the Redevelopment Area; (b) obtained financing commitments as described in Section 5.01; and (c) entered into a contract for construction of the Project. The Authority shall have no obligation to find a lender or investor to acquire the TIF Indebtedness, but rather shall issue the TIF Indebtedness to the Redeveloper upon payment of the principal amount thereof. The purchase price of the TIF Indebtedness may be offset against the Grant described in Section 3.04 hereof, in the sole discretion of the Authority.

The TIF Indebtedness issued pursuant to the provisions of this contract constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) 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 "Redevelopment Area" The TIF Indebtedness 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. The TIF Indebtedness shall not constitute an obligation of the State of Nebraska or of the City or the Authority (except for such receipts as have been pledged pursuant to Section 3.03) and neither the State or Nebraska, the Authority nor the City shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 3.03). Neither the members of the Authority's governing body nor any person executing the TIF Indebtedness shall be liable personally on the TIF Indebtedness by reason of the issuance thereof. The Authority's obligation to the holder of the TIF Indebtedness shall terminate, in all events no later than 15 years from the effective date set forth in Section 3.01 hereof.

Section 3.03 Pledge of TIF Revenues.

The Authority hereby pledges 100% of the annual TIF Revenues as security for the TIF Indebtedness.

Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit C, the Authority shall grant the following sums to the following entities, to wit: 100% to the Redeveloper for Project Costs.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the Redeveloper upon certification that the Redeveloper has incurred or is obligated to incur such Project Costs which include supporting documentation requested by Authority and shall, if requested by Redeveloper, be made in one or more advances.

Section 3.05 Creation of Fund.

The Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 above.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all infrastructure, improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

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

(c) Redeveloper shall pay, on execution hereof the sum of \$1,000 to the City of Grand Island for administrative expenses related to payment of the tax increment revenue.

Section 4.02 Cost Certification.

Redeveloper shall submit to Authority a certification of Project Costs, on or before the issuance of the TIF Indebtedness which shall contain detail and documentation showing the payment or obligation for payment of Project Costs specified on the attached Exhibit D in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

Section 4.03 Legal Costs.

Redeveloper shall pay the Authority the sum of \$1,250 for the costs incurred by the Authority associated with the issuance of the TIF Indebtedness. Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

Section 4.04 No Discrimination.

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

Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation [over and above the valuation thereof as the same existed on January 1, 2012] of the Redevelopment Project Area of One Hundred Fifty Eight Thousand Dollars (\$158,000) no later than no later than January 1, 2013. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will (1) file a protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than the sum of: (a) One Hundred Fifty Eight Thousand Dollars (\$158,000) and (b) the valuation of the Redevelopment Project Area as the same existed on January 1, 2012; (2) convey the Redevelopment Area or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor (3) allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding. Redeveloper shall pay the real property ad valorem taxes for the project for the year 2027 prior to January 1, 2028.

Section 4.07 Assignment or Conveyance.

Any assignment or conveyance of the any portion of the Redevelopment, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof Area by the Redeveloper shall be subject to the terms and

conditions of this Redevelopment Contract.

Section 4.08 Purchase of TIF Indebtedness.

The Redeveloper shall purchase the TIF Indebtedness at 100% of the principal amount thereof upon issuance of such debt. The Authority may provide that such purchase be offset against the grant provided in Section 3.04 hereof.

Section 4.09 Penal Bond.

The Developer shall execute a penal bond for the Project with good and sufficient surety to be approved by the Authority meeting the requirements of Section 18-2151, Reissue Revised Statutes of Nebraska, as amended, on or prior to its execution of this Contract.

Section 4.10 Immigration Status.

The Redeveloper agrees that any contractor for the Project shall be required to agree to use a federal immigration verification system (as defined in §4-114, R.S. Supp. 2009) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of §4-114, R.S. Supp. 2009.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project which shall include such other fees and expenses imposed by the Authority.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other,

proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform on in breach of its obligations.

Section 6.02 Additional Remedies of Authority

In the event that:

(a) The Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2013, or shall abandon construction work for any period of 90 days,

(b) The Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or

(c) There is, in violation of Section 4.08 of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

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

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

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

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Forced Delay Beyond Party's Control.

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

Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their officers, directors, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Authority on any TIF Indebtedness shall be limited solely to the payment of the TIF Revenues on the TIF Indebtedness. Specifically, but without limitation, neither the City nor Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Authority from, agrees that neither the City or Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever

pertaining to the Project.

The Redeveloper will indemnify and hold each of the City and Authority and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether on not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the County Register of Deeds in which the Redevelopment Area is located.

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Redevelopment Area. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 7.04 Third Party Enforcement,

The provisions of this Redevelopment Contract which obligate the Redeveloper shall inure to the benefit of the holder of the TIF Indebtedness, the Hall County Assessor, the City and the Authority, any of whom may, but are not obligated to enforce the terms of this Redevelopment Contract in a court of law.

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

ATTEST:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

Secretary

By: _____
Chairman

Baker Development, Inc.

By: _____
President

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

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

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, President of Baker Development, Inc., on behalf of the
corporation.

Notary Public

EXHIBIT A

Lots 2 and 3, Block 22, Schimmer's Addition to the City of Grand Island, Hall County, Nebraska.

A-I

EXHIBIT B

DESCRIPTION OF PROJECT

The acquisition of property located at 709 and 715 W 18th Street and the subsequent site preparation work, utility and engineering, landscaping and parking improvements necessary for constructing a duplex at the site.

B- 1

EXHIBIT C
TIF INDEBTEDNESS

1. Principal Amount: \$42,000.00 [annual payment amounts assumed are \$3,000.00]
2. Payments: Semi-annually or more frequent, with payments limited to annual incremental taxes revenues from the project.
3. Interest Rate: Zero percent (0.00%)
4. Maturity Date: On or before December 31, 2027.

C-1

EXHIBIT D

PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:

1. Redevelopment Area acquisition cost
2. Site demolition work and site preparation
3. Utility extensions, installation of gas, water, sewer and electrical lines and equipment
4. Underground and surface concrete, including parking.
5. Sidewalk rehabilitation

D-1