

## Community Redevelopment Authority (CRA)

### Wednesday, June 26, 2013 Regular Meeting Packet

#### **Board Members:**

Michelle Fitzke

Tom Gdowski

**Barry Sandstrom** 

**Sue Pirnie** 

Glen Murray

4:00 PM City Hall 100 E First St

#### 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, June 26, 2013 Regular Meeting

Item A1

Agenda

**Staff Contact: Chad Nabity** 

# AGENDA Wednesday, June 26, 2013 4:00 p.m. Grand Island City Hall

**Open Meetings Notifications** 

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 May 29, 2013 Meeting.
- 3. Approval of Financial Reports.
- 4. Approval of Bills.
- 5. Review of Committed Projects and CRA Properties.
- 6. Consideration of contract modification for 2018-2020 Blake St and 233-235 Darr Ave. for Todd Enck. Resolution No. 164.
- 7. Grant request for KERJAC Inc. (Kerry & Jayne Cole), for 811 W 4th St.
- 8. Budget 2013-2014.
- 9. Discussion concerning Purchase/Sale of Real Estate of property.
- 10. Approve Resolution or Resolutions to Purchase/Sell Real Estate.
- 11. Directors Report
- 12. Adjournment

Next Meeting July 10, 2013

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



### Community Redevelopment Authority (CRA)

Wednesday, June 26, 2013 Regular Meeting

Item B1

**Meeting Minutes** 

**Staff Contact: Chad Nabity** 

#### OFFICIAL PROCEEDINGS

#### MINUTES OF COMMUNITY REDEVELOPMENT AUTHORITY MEETING OF May 29, 2013

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 May 29, 2013 at City Hall 100 E First Street. Notice of the meeting was given in the May 22, 2013 Grand Island Independent.

 CALL TO ORDER. Chairman Barry Sandstrom called the meeting to order at 4:03 p.m. The following members were present: Sue Pirnie and Glen Murray. Also present were; Director, Chad Nabity; Secretary, Rose Rhoads; Council Liaison, Vaughn Minton; Legal Counsel, Duane Burns; Todd Enck, Ray O'Connor, Sean O'Connor, Ron DuPue and Denise McGovern-Gallagher.

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. <u>APPROVAL OF MINUTES.</u> A motion for approval of Minutes for the April 10, 2013 meeting was made by Pirnie and seconded by Murray. Upon roll call vote all present voted aye. Motion carried unanimously.
- 3. <u>APPROVAL OF FINANCIAL REPORTS.</u> Sandstrom reviewed the financial reports for the period of April 1, 2013 through April 30, 2013. Motion was made by Murray and seconded by Pirnie to approve the financial reports. Upon roll call vote all present voted aye. Motion carried unanimously.
- 4. <u>APPROVAL OF BILLS.</u> The bills were reviewed by Sandstrom. Motion made by Pirnie and seconded by Murray to approve the bills in the amount of \$339,013.68. Upon roll call vote all present voted aye. Motion carried unanimously to approve the payment of bills totaling \$339,013.68.
- 5. REVIEW OF COMMITTED PROJECTS & CRA PROPERTY. Nabity reviewed the Committed Projects.

Item #11 was moved up on the agenda per Todd Enck's request.

6. CONSIDERATION OF RESOLUTION 163.
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 Token Properties, LLC. A MOTION to approve Resolution No. 163. Motion was made by Murray and seconded by Pirnie to approve the Resolution No. 163. Upon roll call vote all present voted aye. Motion carried unanimously.

7. CONSIDERATION OF REDEVELOPMENT CONTRACT. Chief Industries, LLC, (the "Developer") has proposed to redevelop an area within the city limits of the City of Grand Island at 1119 S Adams. The CRA passed resolution 157 notifying City Council of their intent to enter into a redevelopment contract at their meeting on March 13, 2013. The Hall County Regional Planning Commission met on April 3, 2013, and passed Resolution 2013-04 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 2013-124 at their meeting on April 9, 2013. A MOTION to approve the attached resolution is in order No 158. Motion was made by Pirnie and seconded by Murray to approve the Resolution 158. Upon roll call vote all present voted aye. Motion carried unanimously.

#### 8. CONSIDERATION OF RESOLUTION 159.

Consideration of a Resolution to forward a Site Specific redevelopment plan to the Hall County Regional Planning Commission for 2422 N Wheeler Ave. 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. 159. Motion was made by Murray and seconded by Pirnie to approve the Resolution 159. Upon roll call vote all present voted aye. Motion carried unanimously.

#### 9. CONSIDERATION OF RESOLUTION 160.

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 2422 N Wheeler Ave. A MOTION to approve Resolution No. 160. Motion was made by Murray and seconded by Pirnie to approve the Resolution 160. Upon roll call vote all present voted aye. Motion carried unanimously.

#### 10. CONSIDERATION OF RESOLUTION 161.

Consideration of a Resolution to forward a Site Specific redevelopment plan to the Hall County Regional Planning Commission for Copper Creek Estates. 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. 161. Motion was made by Murray and seconded by Pirnie to approve the Resolution 161. Upon roll call vote all present voted aye. Motion carried unanimously.

#### 11. CONSIDERATION OF RESOLUTION 162.

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 Copper Creek Estates. A MOTION to approve Resolution No. 162. Motion was made by Pirnie and seconded by Murray to approve the Resolution 162. Upon roll call vote all present voted aye. Motion carried unanimously.

#### 12. 2013 HOUSING STUDY

Consideration of a grant request for the 2013 Grand Island housing study. Motion was made by Murray to approve the grant for \$10,000 and was seconded by Pirnie to approve the grant request for \$10,000. Upon roll call vote all present voted aye. Motion carried unanimously.

- 13. ADJOURN TO EXECUTICE SESSION TO DISCUSS NEGOTIATIONS.
- 14. <u>APPROVE RESOLUTION OR RESOLUTIONS TO PURCHASE/SELL</u> PROPERTY.
- 15. DIRECTORS REPORT.

#### 16. ADJOURNMENT.

Sandstrom adjourned the meeting at 5:20 p.m.

The next meeting is scheduled for June (a date yet to be decided) 2013 at 4:00 p.m.

Respectfully submitted Chad Nabity Director



### Community Redevelopment Authority (CRA)

Wednesday, June 26, 2013 Regular Meeting

Item C1

**Financial Reports** 

**Staff Contact: Chad Nabity** 

	MONTH ENDED MAY 2013	2012-2013 YEAR TO DATE	2013 BUDGET	REMAINING BALANCE	% OF BUDGET <u>USED</u>
CONSOLIDATED					
Beginning Cash	491,865	186,509	186,509		
REVENUE:					
Property Taxes - CRA	138,122	271,080	446,578	175,498	60.70%
Property Taxes - Lincoln Pool	55,862	107,008	207,859	100,851	51.48%
Property Taxes -TIF's	144,814	239,503	438,016	198,513	54.68%
Loan Proceeds (Lincoln Pool)	-	1,800,000	1,800,000	-	100.00%
Loan Income (Poplar Street Water Line)	-	1,594	5,000	3,406	31.88%
Interest Income - CRA	20	283	1,000	717	28.34%
Interest Income - TIF'S	9	100	-	-	
Land Sales	-	-	100,000	100,000	0.00%
Other Revenue - CRA	337	22,837	22,000	-	103.80%
Other Revenue - TIF's	-	5,365	-	•	
TOTAL DEVENIUS	220.164	2 447 770	2.020.452	£70.00£	. 01.048/
TOTAL REVENUE	339,164	2,447,770	3,020,453	578,985	81.04%
TOTAL RESOURCES	831,028	2,634,279	3,206,962	578,985	•
EVBENCEC					
EXPENSES Auditing & Accounting		1 <i>5 005</i>	5,000		301.50%
Auditing & Accounting	•	15,075	•	2.055	
Legal Services	-	945	3,000	2,055	31.50%
Consulting Services		-	10,000	10,000	0.00%
Contract Services	3,028	37,547	55,000	17,453	68.27%
Printing & Binding	-	7.210	1,000	1,000	0.00%
Other Professional Services	-	7,210	16,000	8,790	45.06%
General Liability Insurance	-	-	250	250	0.00%
Postage	50	246	200	-	123.20%
Matching Grant		1.500		-	(2.0.50)
Legal Notices	1,055	1,599	2,500	901	63.95%
Licenses & Fees	-	-	-	-	0.000/
Travel & Training	-	-	1,000	1,000	0.00%
Other Expenditures	-	-	-	-	
Office Supplies	-	-	300	300	0.00%
Supplies	-	-	300	300	0.00%
Land	•	-	20,000	20,000	0.00%
Bond Principal - Lincoln Pool	-	-	207,859	207,859	0.00%
Fiscal Agent Fees/ Bond Costs	-	525	-	-	
Façade Improvement	-	271,049	572,000	300,951	47.39%
Lincoln Pool Project	192,491	1,558,937	1,800,000	241,063	86.61%
Blank Project	•	•	-	-	
Other Projects	-	=	50,000	50,000	0.00%
Bond Principal	142,391	227,217	396,335	169,118	57.33%
Bond Interest	-	21,915	41,681	19,766	52.58%
Interest Expense	-	-	-	•	
TOTAL EXPENSES	339,014	2,142,265	3,182,425	1,050,807	67.32%
INCREASE(DECREASE) IN CASH	150	305,505	(161,972)		
ENDING CASH	492,014	492,014	24,537		
		<i>,</i>	- 7 7		
CRA CASH	148,433				
Lincoln Pool Tax Income Balance	226,408				
LINCOLN POOL Bond Account	60,617				
TIF CASH	56,557				
Total Cash	492,014				

	MONTH ENDED MAY 2013	2012-2013 YEAR TO DATE	2013 BUDGET	REMAINING BALANCE	% OF BUDGET <u>USED</u>
CRA					
GENERAL OPERATIONS:	120 120	251 000	111 570	155 400	(0.700/
Property Taxes - CRA	138,122 55,862	271,080	446,578	175,498 100,851	60.70% 51.48%
Property Taxes - Lincoln Pool Interest Income	20	107,008 283	207,859 1,000	717	28.34%
Loan Income (Poplar Street Water Line)	-	1,594	5,000	3,406	31.88%
Land Sales	_	-	100,000	100,000	0.00%
Bond Proceeds Lincoln Pool	-	1,800,000	1,800,000	-	100.00%
Other Revenue & Motor Vehicle Tax	337	22,837	22,000	-	103.80%
TOTAL	194,340	2,202,803	2,582,437	380,472	85.30%
CHERRY PARK LTD II					
Property Taxes	956	33,802	59,180	25,378	57.12%
Interest Income	9	95	-	-	
Other Revenue	-	-	-	-	
TOTAL	964	33,897	59,180	25,378	57.28%
GENTLE DENTAL					
Property Taxes	76	153	4,202	4,049	3.63%
Interest Income	0	0	-	-	
Other Revenue	-	-	-	-	
TOTAL	76	153	4,202	4,049	3.65%
PROCON TIF					
Property Taxes	-	306	19,162	18,856	1.60%
Interest Income	0	2	-	-	
Other Revenue	-	271	•	-	
TOTAL	0	579	19,162	18,856	3.02%
WALNUT HOUSING PROJECT					
Property Taxes	1,086	34,312	74,472	40,160	46.07%
Interest Income	0	3	-	-	
Other Revenue	-	5,094	-	-	
TOTAL	1,086	39,408	74,472	40,160	52.92%
BRUNS PET GROOMING					
Property Taxes	525	745	13,500	12,755	5.52%
Interest Income	-	-	-	-	
Other Revenue	-	-	-	-	
TOTAL	525	745	13,500	12,755	5.52%
GIRARD VET CLINIC					•
Property Taxes	4,942	5,100	14,500	9,400	35.18%
Interest Income	-	-	-	-	
Other Revenue	<u>-</u>	<u> </u>	-	<u> </u>	
TOTAL	4,942	5,100	14,500	9,400	35.18%

	MONTH ENDED MAY 2013	2012-2013 YEAR TO DATE	2013 BUDGET	REMAINING BALANCE	% OF BUDGET <u>USED</u>
GEDDES ST APTS-PROCON	450	901	30,000	29,099	3.00%
Property Taxes Interest Income	-	-		-	
Other Revenue	-	-	-	-	
TOTAL	450	901	30,000	29,099	3.00%
SOUTHEAST CROSSING					
Property Taxes	9,799	11,964	12,000	36	99.70%
Interest Income	-	-	-	-	
Other Revenue	-	-	-	-	
TOTAL	9,799	11,964	12,000	36	99.70%
Poplar Street Water				226	(2.76)
Property Taxes	-	1,594	2,500	906	63.76%
Interest Income Other Revenue	-	-		-	
Omer Revenue	_				
TOTAL	-	1,594	2,500	906	63.76%
CASEY'S @ FIVE POINTS					4.5 (20)
Property Taxes	144	4,567	10,000	5,433	45.67%
Interest Income Other Revenue	-	-	_	-	
Other Revenue					
TOTAL	144	4,567	10,000	5,433	45.67%
SOUTH POINTE HOTEL PROJECT			00.000	2.006	06 799/
Property Taxes	85,705	87,104	90,000	2,896	96.78%
Interest Income Other Revenue	-	-	-	-	
TOTAL	85,705	87,104	90,000	2,896	96.78%
			,		
TODD ENCK PROJECT	3,084	3,183	2,500	_	127.33%
Property Taxes Interest Income	-	-,	-	-	
Other Revenue	-	-	-	-	
TOTAL	3,084	3,183	2,500	-	127.33%
JOHN SCHULTE CONSTRUCTION					
Property Taxes	82	163	6,000	5,837	2.72%
Interest Income	-	•	-	-	
Other Revenue	-	-	-	-	
TOTAL	82	163	6,000	5,837	2.72%
PHARMACY PROPERTIES INC					
Property Taxes	5,276	5,445	11,000	5,555	49.50%
Interest Income	-	-	-	-	
Other Revenue	-	-	-	•	
TOTAL	5,276	5,445	11,000	5,555	49.50%
KEN-RAY LLC			•		
Property Taxes	22,144	38,919	34,000	•	114.47%
Interest Income	-	-	<u>.</u> -	-	
Other Revenue	-	<u>-</u>			
TOTAL	22,144	38,919	34,000		114.47%

	MONTH ENDED MAY 2013	2012-2013 YEAR TO DATE	2013 BUDGET	REMAINING BALANCE	% OF BUDGET <u>USED</u>
SKAGWAY					
Property Taxes	9,113	9,767	55,000	45,233	17.76%
Interest Income	-	-	-	-	
Other Revenue	-	-	-	-	
TOTAL	9,113	9,767	55,000	45,233	17.76%
COUNTY FUND 8598					
Property Taxes	1,432	1,478	_	(1,478)	
Interest Income	´-	·	-	-	
Other Revenue	-	-	-	-	
TOTAL	1,432	1,478	_	(1,478)	
TOTAL REVENUE	339,164	2,447,770	3,020,453	584,587	81.04%
TOTAL NEVENCE	337,104	2,111,7110	3,020,133	301,307	•
EXPENSES					
CRA					
GENERAL OPERATIONS:		15.075	£ 000		201 509/
Auditing & Accounting	-	15,075 945	5,000 3,000	2,055	301.50% 31.50%
Legal Services Consulting Services	<u>.</u>	7 <del>4</del> 3	10,000	10,000	0.00%
Contract Services	3,028	37,547	55,000	17,453	68.27%
Printing & Binding	3,020	57,5 <del>1</del> 7	1,000	1,000	0.00%
Other Professional Services	-	7,210	16,000	8,790	45.06%
General Liability Insurance	_	-,	250	250	0.00%
Postage	50	246	200	_	123.20%
Matching Grant	-	•	-		
Legal Notices	1,055	1,599	2,500	901	63.95%
Licenses & Fees	-	-	-	-	
Travel & Training	-	-	1,000	1,000	0.00%
Other Expenditures	-	-	-	-	#DIV/0!
Office Supplies	-	-	300	300	
Supplies	-	-	300	300	0.00%
Land	-	-	20,000	20,000	0.00%
Bond Principal - Lincoln Pool	-	525	207,859	207,859	0.00%
Fiscal Agent Fees/Bond Costs		323	-	-	
PROJECTS		Amr 0.10	##A 000	200.051	45 0007
Façade Improvement	-	271,049	572,000	300,951	47.39%
Lincoln Pool Project	192,491	1,558,937	1,800,000	241,063	86.61%
Alleyway Improvement Other Projects	-	- -	50,000	50,000	0.00%
TOTAL CRA EXPENSES	196,623	1,893,133	2,744,409	861,923	68.98%
CHERRY PARK LTD II		26,404	53,831	27,427	49.05%
Bond Principal Bond Interest	•	3,186	5,349	2,163	59.56%
Bond interest	-	5,180	5,549	2,165	37.3070
TOTAL CHERRY PARK EXPENSES	-	29,590	59,180	29,590	50.00%
GENTLE DENTAL					
Bond Principal	-	1,419	2,986	1,567	47.51%
Bond Interest	•	682	1,216	534	56.11%
TOTAL GENTLE DENTAL	-	2,101	4,202	2,101	50.00%

	MONTH ENDED MAY 2013	2012-2013 YEAR TO DATE	2013 BUDGET	REMAINING BALANCE	% OF BUDGET <u>USED</u>
PROCON TIF					
Bond Principal	-	6,126	12,467	6,341	49.14%
Bond Interest	-	3,455	6,695	3,240	51.60%
TOTAL PROCON TIF		9,581	19,162	9,581	50.00%
WALNUT HOUSING PROJECT					
Bond Principal	-	22,644	46,051	23,407	49.17%
Bond Interest	-	14,592	28,421	13,829	51.34%
TOTAL WALNUT HOUSING		37,236	74,472	37,236	50.00%
BRUNS PET GROOMING					
Bond Principal	219	439	13,500	13,061	3.25%
Bond Interest	-	-	-	-	
TOTAL BRUNS PET GROOMING	219	439	13,500	13,061	3.25%
GIRARD VET CLINIC					
Bond Principal	4,942	5,100	14,500	9,400	35.18%
Bond Interest		-	•	-	
TOTAL GIRARD VET CLINIC	4,942	5,100	14,500	9,400	35,18%
GEDDES ST APTS - PROCON					
Bond Principal	450	901	30,000	29,099	3.00%
Bond Interest	-	_	-	•	
TOTAL GEDDES ST APTS - PROCO	450	901	30,000	29,099	3.00%
SOUTHEAST CROSSINGS					
Bond Principal	9,462	11,627	12,000	373	96.89%
Bond Interest	-	-	-	•	
TOTAL SOUTHEAST CROSSINGS	9,462	11,627	12,000	373	96.89%
POPLAR STREET WATER					
Bond Principal	337	1,931	2,500	569	77.24%
Bond Interest	-	-	-	-	
Auditing & Accounting	-	-	-	-	
Contract Services	-	-	-	-	
TOTAL POPLAR STREET WATER	337	1,931	2,500	569	77.24%

	MONTH ENDED MAY 2013	2012-2013 YEAR TO DATE	2013 BUDGET	REMAINING BALANCE	% OF BUDGET USED
CASEY'S @ FIVE POINTS  Bond Principal  Bond Interest	144 -	4,567 -	10,000	5,433	45.67%
TOTAL CASEY'S @ FIVE POINTS	144	4,567	10,000	5,433	45.67%
SOUTH POINTE HOTEL PROJECT					
Bond Principal Bond Interest	85,705	87,104 -	90,000	2,896	96.78%
TOTAL SOUTH POINTE HOTEL PROJECT	85,705	87,104	90,000	2,896	96.78%
TODD ENCK PROJECT					
Bond Principal Bond Interest	3,084	3,183	2,500		127.33%
TOTAL TODD ENCK PROJECT	3,084	3,183	2,500	-	127.33%
JOHN SCHULTE CONSTRUCTION					
Bond Principal Bond Interest	82	163	6,000	5,837	2.72%
Auditing & Accounting	-	-	-	-	
TOTAL JOHN SCHULTE CONSTRU	82	163	6,000	5,837	2.72%
PHARMACY PROPERTIES INC					
Bond Principal	5,276	5,445	11,000	5,555	49.50%
Bond Interest Auditing & Accounting	-	-	-	•	
TOTAL PHARMACH PROPERTIES	5,276	5,445	11,000	5,555	49.50%
KEN-RAY LLC					
Bond Principal	22,144	38,919	34,000	•	114.47%
Bond Interest Auditing & Accounting	-	- -	-	-	
TOTAL KEN-RAY LLC	22,144	38,919	34,000	-	114.47%
SKAGWAY					
Bond Principal	9,113	9,767	55,000	45,233	17.76%
Bond Interest Auditing & Accounting	-	-	-	-	
TOTAL SKAGWAY	9,113	9,767	55,000	45,233	17.76%
COUNTY FUND #8598					
Bond Principal	1,432	1,478	-	(1,478)	
Bond Interest Auditing & Accounting	-	-	-	<del>-</del> -	
TOTAL COUNTY FUND #8598	1,432	1,478	MA .	(1,478)	
TOTAL EXPENSES	339,014	2,142,265	3,182,425	1,056,409	



### Community Redevelopment Authority (CRA)

Wednesday, June 26, 2013 Regular Meeting

Item D1

**Bills** 

**Staff Contact: Chad Nabity** 

#### 26-Jun-13

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
Accounting
Officenet Inc.
Postage

#### Lawnscape

Grand Island Independent monthly notices

JEO Consulting Lincoln Pool Hausmann Construction, INC Lincoln Pool

Highland Products Group Lincoln Pool/picnic tables Quality Signs & Desings, Inc Lincoln Pool/signage

Awards Plus Lincoln Pool/plaque

Johnny's Lock & Key Lincoln Pool/keys
Menards Lincoln Pool/freezer

J&P Wire Products

City of Grand Island Parks/Rec

Lincoln Pool/wire guard

Lincoln Pool/reinb/signs

BWJW Enterprise Inc Lincoln Pool/sod

BWJW Enterprise Inc Lincoln Pool/lawn irrigation

Jerry's Sheet Metal State Fair Sheep Barn

#### **TIF Pass Through**

Cherry Park
Walnut
Procon
Gentle Dental
Plate Enterprises LLC
Casey's General Store
Geddes St Apt
Bruns
CRA

Mayer, Burns, Koenig & Janulewicz Legal Services

#### Total:

\$ 2,946.00

\$ 7.65

\$ 64.00

\$ 16.01

\$ 5,263.05

\$ 109,432.00

\$ 1,956.65

\$ 1,500.00

\$ 317.00

\$ 150.50

\$ 152.00

\$ 140.00

\$ 95.25

\$ 2,475.00

\$ 12,134.28

\$ 96,311.50

\$ 29,590.00 \$ 37,235.90 \$ 9,580.96 \$ 2,101.00 \$ 4,924.18 \$ 4,354.77 \$ 13,572.22 \$ 6,614.64 \$ 2,996.58 \$ 195.00

\$ 344,126.14



### Community Redevelopment Authority (CRA)

Wednesday, June 26, 2013 Regular Meeting

Item E1

**Committed Projectes** 

**Staff Contact: Chad Nabity** 

COMMITTED PROJECTS	TOTAL AMOUNT	2013 FISCAL YR	2014 FISCAL YR	2015 FISCAL YR	ESTIMATED COMP
Downtown BID					
Historic Lighting Projects	\$ 30,000.00	\$ 30,000.00	\$ -		
Fonner Park **	\$ 96,311.50	\$ 96,311.50			Complete Final payment June
Housing Study (EDC)	\$10,000	\$10,000			
2014 Wayside Horns (Custer/ Blaine)	\$ 100,000.00		\$ 100,000.00	\$ -	Winter 2014
The Grand Façade \$300,000 (\$100 over 3 fiscal yrs)	\$ 100,000.00	\$ 100,000.00	\$ -		Complete Final Payment Spring
	\$ -				
Total Committed	\$ 336,311.50	\$ 236,311.50	\$ 100,000.00	\$ -	

 Façade Budget \$ Remaining
 \$ 300,951.00

 Other Projects
 \$ 50,000.00

 Land
 \$ 20,000.00

 subtotal
 \$ 370,951.00

 Less committed
 \$ (236,311.50)

 Balance remaining
 \$ 144,639.50

#### **CRA PROPERTIES**

Address	Purchase Price	Purchase Date	Demo Cost	Status
408 E 2 <sup>nd</sup> St	\$4,869	11/11/2005	\$7,500	Surplus
3235 S Locust	\$450,000	4/2/2010	\$39.764	Surplus

May 31, 2013



### Community Redevelopment Authority (CRA)

Wednesday, June 26, 2013 Regular Meeting

Item G1

**Grant Request** 

**Staff Contact: Chad Nabity** 

#### CRA Committee Members,

Thank you in advance for reviewing this request. My name is Jayne Cole and my husband is Kerry Cole, the two persons who make up KERJAC Inc., a newly formed Corporation. We formed KERJAC, Inc. for the purpose of buying and growing a business here in Grand Island.

Just a bit of back round. Kerry and I have been married for 20 years this August and have raised a blended family of 8 children. We have been blessed with amazing children who are all grown, the youngest of which started college this past year. Our children, have between them, given us 10 beautiful grandchildren. Kerry is a newly retired 38 year member of the Grand Island Police Department and I have been an employee of the City for 11 years now, the first 9 as a Code Enforcement Officer and the last two as a 911 Dispatcher. We did our best to make a difference, not only with our employment but in sharing time with our children. We have coached our way through soccer, Little League baseball and for many years in Girls softball. Through our employment and as parents we have worked to improve the quality of life in our town.

While Kerry's retirement offers a much anticipated life of leisurely activities, we have been presented an opportunity to fulfill a long time talked about dream. Our dream, while initially fanciful in nature, was to own and operate a billiards center. We have a shared interest and a love for the game of pool. We play leagues, participate in local tournaments and travel to out-of-town, as well as out-of-state tournaments. We, and many of our children, have participated in the Cornhusker State Games; marching in the opening ceremonies parade, carrying the banner and sharing an experience with hundreds of other athletes. We have traveled to Deadwood South Dakota to play in the "Deadwood Shootout". All the while staying in hotels, experiencing local restaurants, seeing the sights. These are events that we look forward to. While competition is the nature of the sport, friendships and shared memories are the reward.

The timing is such that current bar owners, Tom and Wanetta Gibson of Gibby's Pool Hall, are ready to retire. They have helped to keep and grow the sport, providing a venue for leagues and tournaments that drew players from all over Nebraska, as well as from Kansas, Iowa, Colorado, and South Dakota. We see this as a wonderful opening. Gibby's is located at 811 W 4<sup>th</sup>. A part of Gibby's is the Ilanda Ballroom, a small piece of Grand Island's rich downtown history. As with many older buildings in Grand Island, it is not considered to be in the best area of town; we tend to disagree. We see this area as the north entrance to the "Downtown Experience".

While Grand Island may not need another "bar" it does need a family friendly entertainment establishment. It does need more jobs and more outside revenue coming in. What we envision, is not so much a bar but a billiards center. It will be enjoyed by all ages. To be a place that has structured youth activity is goal we have set for ourselves. Maybe you are familiar with the Cornhusker State Games; they are the state wide competition of numerous sporting activities, which includes billiards, held in Lincoln each July. What you are probably not aware of is that

the Director for the billiards sporting events is a Grand Island resident and is one of the many people who are on board in helping us create a place that will provide, good food, a safe environment, and events for youth, novices, more experienced players and masters, in the sport of billiards.

We will create "Stix Billiards Center" and to our knowledge it will be the largest between Lincoln and Denver. With that size comes the ability to hold large draw tournaments. Large draw tournaments mean large numbers of out of town person, staying in hotels, bringing family, shopping, eating and generating dollars for our community.

To make all these things come about will take money. We will be buying the existing building and parking lot, adding a new kitchen, a dining area, a new handicapped unisex bathroom, new carpeting, paint, and lighting at a total of roughly 220,000 dollars. We will also have to do many other things to bring the building into code. We will have to completely update the electrical, granting the city a small pad of land (20x20) to place a pad so that we can place a 400 amp transformer, run lines underground and fix the non-compliant existing wiring inside at a price of nearly 40,000 dollars. The last major hurdle that we have come upon is to bring the building into fire safety code. We will need to install a fire sprinkler system; the system alone will cost between 70,000 and 85,000 dollars. We will also need to run a 4" waterline from the city pipe on Clark Street to the building at an additional cost of 15,000. This building is currently valued at 124,000 dollars. To add a sprinkler system that is nearly ¾ the value of the existing building will make any financing difficult. Insuring the building is still a hurdle we will need to address. We will be putting up approximately 200,000 for this venture ourselves and getting a business loan for additional costs. Any assistance that the CRA can provide may make this a still attainable situation, without any assistance this venture may come to a halt.

Sincerely,	
Kerry Cole	Jayne Cole

Again thank you for reviewing this request and for your time.



### Community Redevelopment Authority (CRA)

Wednesday, June 26, 2013 Regular Meeting

Item J1

**Todd Enck Resolution** 

**Staff Contact: Chad Nabity** 

#### **RESOLUTION NO 164**

BE IT RESOLVED this	day of	, 2013, by the Comn	nunity
Redevelopment Authority of t	the City of Grand	Island, (" Authority"), a G	Community
Redevelopment Authority dul	y organized and e	existing within the State o	f Nebraska,

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

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 to Todd Enck, an individual (the "Redeveloper") for the purpose of refunding a redevelopment project obligation pursuant to a Redevelopment Contract and a Redevelopment Contract in amendment thereof; 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 (Todd Enck, Project), in the form of fully registered Note without coupons (the "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, 2012, as amended, known as the Community Development Law and acts amendatory thereof and supplemental thereto.

"Authorized Issuer Representative" means the person at the time designated to act on behalf of the Authority.

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

"Note" means the Authority's Community Development Revenue Note (Todd Enck Project).

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

"Closing" means the date of issuance of any Note.

"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.

"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 June \_\_\_\_, 2013, 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 Contract as amended from time to time

#### <u>Section 1.02</u> <u>Provisions as to Interpretation</u>.

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 Note.

(b) Exhibit B: Reserved.

(c) Exhibit C: Real Estate Pledged for January 1, 2009 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 (Todd Enck Project). 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 (Note) with such appropriate variations, omissions and insertions as are permitted or required by this Resolution.

The Note shall be issued in the amount of \$46,869.97, and shall be dated as of the date of its issuance. No other Note related to this redevelopment project shall be issued. The Note shall finally mature on December 31, 2023. The Note shall bear interest at the rate of zero percent (0.0%) per annum from and after the date of issuance of such Note. The Note shall be subject to mandatory partial redemption on each June 1 and December 1, (the "payment date") beginning in the year 2013 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 Note.

The Authority shall execute and deliver the Note to the Noteholder which shall be Todd Enck, on such date selected by the Authority in exchange for the grant provided in the redevelopment contract between Todd Enck and the Authority, for purposes of refunding an obligation set forth in a redevelopment contract.

#### 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 provided 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 Redeveloper pursuant to the terms of the Redevelopment Contract amending an original Redevelopment contract.

#### 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 (Todd Enck, 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

#### 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, if any, to the extent of Available Funds; SECOND: to the payment of principal on the 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 shall also be subject to mandatory partial redemption, without notice, on each June 1 and December 1, ("Payment Date") beginning June 1, 2013, from all funds 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 (which funds are referred to in this Resolution as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each payment date and shall be remitted to the registered owner of the Note. 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, if any, 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, if any, on the Note in full shall, immediately be paid to Authority and shall no longer are subject to this Resolution.

#### Section 4.09 Cancellation on Due Date.

Regardless of the whether the Note is paid in full as of the due date, the obligation of the Authority to pay the principal and interest, if any, under the Note shall terminate in all respects on the due date and the Note shall be deemed cancelled in full on such date.

#### 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, 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, 2009, 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 Authority 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 a redevelopment project in a an area declared blighted and substandard, 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 or refinanced 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 related to the Redevelopment Contract has been previously approved by the Authority.

#### 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 (Todd Enck, 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 Todd Enck, 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 price of the Note shall be offset against the grant as provided in Article III hereof.

#### 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.

### <u>Section 8.07</u> <u>To Observe all Covenants and Terms - Limitations on Authority's Obligations.</u>

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

#### PAYING AGENT AND REGISTRAR

#### Section 9.01 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 9.02 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 9.03 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 9.04 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 Todd Enck in the same manner and to the same extent and with like effect as though it were not Paying Agent and Registrar hereunder.

#### Section 9.05 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 9.06 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 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 Todd Enck. 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 X

#### **MISCELLANEOUS**

#### Section 10.01 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 10.02 Supplemental Resolutions.

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

#### Section 10.03 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 10.04 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 10.05 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, 2012, as amended.

#### Section 10.06 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 10.07 Effective Date.

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

#### Section 10.08 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 REDEVELOPMENT 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 10.09 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.

Secretary	
ATTEST:	
	Chair
	GRAND ISLAND, NEBRASKA
	COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF

#### Exhibit A

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (1933 ACT) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT HERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND (THE AUTHORITY) PRIOR TO SUCH TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AN OPINION OF COUNSEL, SATISFACTORY TO THE AUTHORITY TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REOUIRED.

#### UNITED STATES OF AMERICA STATE OF NEBRASKA COUNTY OF HALL

TAX INCREMENT REVENUE NOTE OF THE COMMUNITY
AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA
(TODD ENCK PROJECT)

Principal Amount \$46,869.97

Interest Rate Per Annum 0.00%

Final Maturity Date December 31, 2023

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 holder hereof, 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 zero percent [0.00%] per annum on the unpaid balance. This Note is due and payable in full on December 31, 2023. This Note shall also be subject to mandatory partial redemption, without notice, on each June 1 and December 1, ("Payment Date") beginning June 1, 2013, from all funds available in the Debt Service Fund established by the Grand Island City Treasurer for the tax increment revenues pledged to payment of this Note, rounded down to the nearest one hundred dollars (which funds are referred to in this Note as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each payment date and shall be remitted to the registered owner of the 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.

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. The principal of this Note shall be subject to mandatory redemptions made in part on any payment date, as set forth in this Note, from available funds without any requirement for notice.

This Note is the single Note in the total principal amount of Forty Six Thousand Eight Hundred Sixty Nine and ninety seven one hundredths Dollars (\$46,869.97) 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, 2012, 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)(b) of Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project" (as defined in the Redevelopment Contract). Pursuant to Section 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this Note, as the same 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. 2012) and neither the State or Nebraska nor the City of Grand Island shall be liable for the payment thereof (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2012). 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 established by the Authority. 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 MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS ESTABLISHED BY THE AUTHORITY.

If the day for payment of the principal of 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.

THE PRINCIPAL AND INTEREST DUE ON THIS NOTE SHALL BE REDUCED TO ZERO AFTER ALL AVAILABLE FUNDS PLEDGED TO THIS NOTE HAVE BEEN PAID TO THE HOLDER HEREOF REGARDLESS OF WHETHER SUCH PAYMENTS ARE SUFFICIENT TO AMORTIZE THE ORIGINAL PRINCIPAL AND INTEREST HEREON. "AVAILABLE FUNDS" IN THIS REGARD SHALL MEAN ALL INCREMENTAL AD VALOREM TAXES RELATED TO THE PROJECT WHICH BECOME DELINQUENT PRIOR TO JANUARY 1, 2023.

IN WITNESS WHEREOF, the Chair and Secretary of the Community Redevelopment

3	sused this Note to be executed on behalf of said ecretary and by causing the official seal of said of issue shown above.
Delivered thisth day of	, 2013.
	COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA
	By:
ATTEST:	
Secretary	

Grand Island

#### 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 Register
June, 2013	Grand Island Community Redevelopment Authority	

Exhibit B Reserved

#### EXHIBIT C

# DESCRIPTION OF PREMISES Pledged with an effective date of January 1, 2009



## Community Redevelopment Authority (CRA)

Wednesday, June 26, 2013 Regular Meeting

Item K1

**Budget** 

**Staff Contact: Chad Nabity** 

_	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Forecasted	2014 Budget
CONSOLIDATED Beginning Cash	952,497	1,236,622	1,547,542	985,902	923,823	186,509	186,509	292,358
REVENUE: Property Taxes-CRA	491,044	487,610	442,832	421,109	464,412	446,578	437,618	472,500
Property Taxes-Lincoln Pool	-		-	-	154,234	207,859	201,787	195,000
Property Taxes-TIF's	257,199	267,523	205,341	312,136	404,016	432,667	332,998	408,424
Loan Proceeds					-	-	-	-
Motor Vehicle Tax Interest Income-CRA	2,557 41,561	2,434 14,889	2,156 19,804	1,872 2,403	2,658 4,667	1,000	2,000	1,000
Interest Income - TIF's	954	741	334	217	165	5,349	2,000	-
Loan Income (Poplar Street Water Line)							1,800	5,000
Land Sales	-	47,335	-	30,000	-	100,000	-	100,000
Bond Proceeds - Lincoln Pool Other Revenue	1,300	6,525	10,000	10,500	12,552	1,800,000 22,000	1,800,000 12,000	22,000
Other Revenue - TIF's	13,304	15,514	12,361	12,143	10,064	-	-	-
TOTAL REVENUE	807,920	842,571	692,826	790,379	1,052,768	3,015,453	2,788,203	1,203,924
TOTAL RESOURCES	1,760,417	2,079,193	***MAKE SURE ' 2,240,368	THESE TOTALS 1,776,281	5 MATCH THE TO 1,976,591	OTAL EXPENS 3,201,962	ES IN THE BOT 2,974,713	1,496,282
TOTAL RESOURCES	1,700,117	2,077,173	2,210,300	1,770,201	1,570,551	3,201,702	2,771,713	1,170,202
EXPENSES	<b>7</b> 000	7.00		4.000	4.005	# 00C	4.000	# 00C
Auditing & Accounting Legal Services	5,000 2,143	7,601 4,829	5,392 3,060	4,998 2,389	4,025 2,187	5,000 3,000	4,000 3,000	5,000 3,000
Consulting Services	2,143	-	3,000	2,389	2,167	10,000	5,000	10,000
Contract Services	34,362	26,122	174,875	78,795	44,428	55,000	55,000	55,000
Printing & Binding	568	-	-	-	-	1,000	-	1,000
Other Professional Services	4,113	-	-	6,393	7,599	5,000	250	5,000 250
General Liability Insurance Postage	142	159	202	712	328	250 200	200	200
Legal Notices	828	750	613	881	1,979	2,500	1,500	2,500
Licenses & Fees	-	-	-	-	-	-	-	-
Travel & Training	-	-	-	- 94	161	1,000	200	1,000
Other Expenditures Office Supplies	106	38	328	746	796 -	300	300	300
Supplies	-	-	-	-	-	300	-	300
Land	33,090	129	448,720	2,002	-	20,000	-	100,000
Façade Improvement-to be applied for	207,871	241,793	354,015	442,155	1,146,639	120,000	117,000	150,000
Lincoln Pool Bond Proceeds pay out Other Projects	-	2,858	-	-	180,658	1,800,000 50,000	1,800,000	200,000
Property Taxes South Locust Project		2,000	-			11,000	11,000	11,000
2nd Street BID			-	-	-	-	-	-
Outstanding Façade Improvement Grants Railroad Horns			-			318,000	200,000	-
Other Committed Projects			-			134,000	152,000	40,000
Property Management			-			-		-
Bond Payment /Fees						207,859	-	207,859
Debt-Lincoln Pool						-	-	170,000
Lincoln Pool Principal Bond Payment Lincoln Pool Interest Bond Payment								170,000 23,828
Bond Principal-TIF's	145,498	161,935	199,617	255,618	350,317	396,334	291,223	375,244
Bond Interest-TIF's	93,076	85,445	74,453	63,170	50,965	41,682	41,682	33,180
TOTAL EXPENSES	526,796	531,658	1,261,276	857,952	1,790,082 MATCH THE TO	3,182,425	2,682,355	1,394,660
INCREASE(DECREASE) IN CASH	281,124	310,912	(568,451)	(67,572)	(737,314)	(166,972)	105,848	(190,736)
ENDING CASH	1,233,621	1,547,534	979,091	918,329	186,509	19,538	292,358	101,622
LESS COMMITMENTS	1,233,621	1,547,534	979,091	918,329	186,509	19,538	292,358	101,622
AVAILABLE CASH	1,233,621	1,547,554	979,091	918,329	186,509	19,538	292,338	101,622
CRA CASH LINCOLN POOL CASH	1,141,841 -	1,449,393	937,028	870,571	152,203 (26,424)	(222,628) 181,435	(151,688) 383,222	(343,597) 384,394
TIF CASH	91,781	98,141	42,063	47,758	60,730	60,731	60,824	60,824
TOTAL CASH	1,233,621	1,547,534	979,091	918,329	186,509	19,538	292,358	101,622
CHECKING	783,621	637,868	514,467	565,896	186,509			
INVESTMENTS	450,000	909,674	471,435	352,433	-			
Total Cash	1,233,621	1,547,542	985,902	918,329	186,509		-	-

_	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Forecasted	2014 Budget
CRA				REVEN	UES			
GENERAL OPERATIONS: 01								
Property Taxes	491,044	487,610	442,832	421,109	464,412	446,578	437,618	472,500
Property Taxes-Lincoln Pool Levy					154,234	207,859	201,787	195,000
Motor Vehicle Tax	2,557	2,434	2,156	1,872	2,658			
Interest Income	41,561	14,889	19,804	2,403	4,667	1,000	2,000	1,000
Loan Income (Poplar Street Water Line)						5,000	1,800	5,000
Land Sales	-	47,335	-	30,000		100,000	-	100,000
Bond Proceeds Lincoln Pool						1,800,000	1,800,000	
Other Revenue & Motor Vehicle Tax	1,300	6,525	10,000	10,500	12,552	22,000	12,000	22,000
TOTAL	536,463	558,792	474,791	465,884	638,523	2,582,437	2,455,205	795,500
GILI TRUST-07								
Property Taxes	66,410	65,817	65,694	66,223	32,019			
Interest Income	548		-	12	-		-	
Other Revenue	560	277	8		511			
TOTAL	67,518	66,094	65,702	66,235	32,530	-	-	-
CHERRY PARK LTD II-08							Yolanda Rayb Last year for thi	
Property Taxes	62,743	91,836	32,832	63,374	64,641	53,831	59,180	29,588
Interest Income	251	497	301	186	157	5,349	-	
Other Revenue		-	-					
TOTAL	62,994	92,334	33,133	63,561	64,797	59,180	59,180	29,588
GENTLE DENTAL-09								
Property Taxes	3,497	4,427	4,479	4,512	4,659	4,202	4,202	4,202
Interest Income	3,477	1	2	2	1	-,202	-,202	-,202
Other Revenue	947	2,610	-	-	-			
TOTAL	4,447	7,037	4,481	4,514	4,660	4,202	4,202	4,202
_	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	<u> </u>	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	·	<u> </u>
PROCON TIF-10								
Property Taxes	18,138	17,925	17,972	18,163	27,675	19,162	19,162	19,162
Interest Income	53	36	5	4	2	-	-	-
Other Revenue	972	232	1,172	1,555	233			
TOTAL	19,163	18,193	19,148	19,722	27,910	19,162	19,162	19,162
WALNUT HOUSING PROJECT-11								
Property Taxes	93,632	62,942	33,089	63,871	65,147	74,472	74,472	74,472
Interest Income	100	207	26	13	6	-	· -	-
Other Revenue	10,825	12,395	11,180	10,588	9,320			
TOTAL	104,557	75,544	44,296	74,471	74,473	74,472	74,472	74,472
DRING DET CROOMING 12								
BRUNS PET GROOMING-12	0.526	0.575	10.502	6 707	10.667	12 500	12.755	12 500
Property Taxes Interest Income	9,536	9,575	10,502	6,727	19,667	13,500	12,755	13,500
TOTAL	9,536	9,575	10,502	6,727	19,667	13,500	12,755	13,500
	7,550	7,515	10,502	0,727	17,007	13,300	12,133	13,300

_	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Forecasted	2014 Budget
GIRAD VET CLINIC-13 Property Taxes	3,242	4,940	13,855	350	18,736	14,500	14,037	14,500
Interest Income TOTAL	3,242	4,940	13,855	350	18,736	14,500	14,037	14,500
GEDDES ST APTS - PROCON-14								
Property Taxes		1,195	14,809	29,185	41,923	30,000	29,099	30,000
Interest Income TOTAL	-	1,195	14,809	29,185	41,923	30,000	29,099	30,000
SOUTHEAST CROSSINGS-15								
Property Taxes Interest Income	-	8,866	12,109	12,200	12,616	12,000	8,674	12,000
TOTAL	-	8,866	12,109	12,200	12,616	12,000	8,674	12,000
POPLAR STREET WATER-16								
Property Taxes Interest Income	-	-	-	-	2,052	2,500	1,826	2,500
Other Revenue					2,052	2,500	1,826	2.500
TOTAL	-	-	-	-	2,032	2,300	1,820	2,500
CASEY'S FIVE POINTS-17 Property Taxes	-			4,429	8,670	10,000	8,670	10,000
Interest Income TOTAL CASEY'S FIVE POINTS			-	4,429	8,670	10,000	8,670	10,000
<del>-</del>			-	4,427	8,070	10,000	8,070	10,000
SOUTHPOINTE HOTEL-18 Property Taxes	-	-	-	41,479	85,341	90,000	88,000	90,000
Interest Income TOTAL SOUTHPOINTE HOTEL	-	-	-	41,479	- 85,341	90,000	88,000	90,000
<del>-</del>				11,172	00,011	70,000	00,000	70,000
TODD ENCK-19 Property Taxes	-	-	-	1,622	6,059	2,500	3,126	2,500
Interest Income TOTAL TC ENCK	-	-	-	1,622	6,059	2,500	3,126	2,500
SKAGWAY - 20				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	.,,,,,,	7		,
Property Taxes	-	-	-	-	-	55,000	-	55,000
Interest Income TOTAL SKAGWAY - 20	-	-	-	-	<u>-</u> -	55,000	-	55,000
JOHN SCHULTE CONSTRUCTION-21								
Property Taxes	-	-	-	-	4,449	6,000	4,448	6,000
Interest Income TOTAL JOHN SCHULTE CONSTRUCTION	-	-	-	-	4,449	6,000	4,448	6,000
PHARMACY PROPERTIES INC-22								
Property Taxes Interest Income	-	-	-	-	10,363	11,000	5,347	11,000
TOTAL PHARMACY PROPERTIES INC	-	-	-	-	10,363	11,000	5,347	11,000
KEN-RAY LLC-23								
Property Taxes Interest Income	-	-	-	-	-	34,000	-	34,000
TOTAL KEN-RAY LLC	-	-	-	-	-	34,000	-	34,000
COUNTY FUND #8598								
Property Taxes Interest Income	<del>-</del>	<u>-</u>	-	<u>-</u>	-	<u>-</u>	<u>-</u>	<del>-</del>
TOTAL COUNTY FUND #8598	-	-	-	-	-	-	-	-
ARNOLD WENN-Duplex 13th & Huston-NEW Property Taxes	2013-2014	_	_	_	_	_	_	_
Interest Income	- -	- -	<u>-</u>	<u>-</u>	<u>-</u> -	<del>-</del>	- -	
TOTAL ARNOLD WENN	-	-	-	-	-	-	-	-
TOKEN PROPERTIES LLC -Duplex N Rub Property Taxes	oy-NEW 2013-2014	_	_	_	_	_	_	_
Interest Income	-	-	-	-	-	-	-	
TOTAL TOKEN PROPERTIES LLC	-		-	-	-	-	-	

<u>.</u>	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Forecasted	2014 Budget
STRATFORD PLAZA-HOWARD JOHNSON	N-NEW 2013-2014							
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL STRATFORD PLAZA	-	-	-	-	-	-	-	-
EIG GRAND ISLAND LLC-STATE STREE	T-NEW 2013-2014							
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL EIG GRAND ISLAND LLC	-	-	-	-	-	-	-	-
BAKER DEVELOPMENT-NEW 2013-2014								
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL BAKER DEVELOPMENT	-	-	-	-	-	-	-	_
TOKEN PROPERTIES LLC (CAREY ST	Γ) -NEW 2013-2014							
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL TOKEN PROPERTIES LLC(C.	-	-	-	-	-	-	-	-
GORDMAN GRAND ISLAND LLC-NEW	2013-2014							
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL GORDMAN GRAND ISLAND I	-	-	-	-	-	-	-	-
TOKEN PROPERTIES LLC (KIMBALL	ST)-NEW 2013-20	014						
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL TOKEN PROPERTIES LLC (K	-	-	-	-	-	-	-	-
AUTO GROUP-PINE ST & S LOCUST-NEW 201	13-2014							
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL AUTO GROUP	-	-	-	-	-	-	-	-
HABITAT (ST PAUL RD)-NEW 2013-201	14							
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL HABITAT	-	-	-	-	-	-	-	=
CHIEF FABRICATION(ADAMS ST)-NE	CW 2013-2014							
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL CHIEF FABRICATION	-	-	-	-	-	-	-	-
PRIDON LLC-NEW 2013-2014								
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL PRIDON LLC	-	-	-	-	-	-	-	_
COPPER CREEK-NEW 2013-2014								
Property Taxes Interest Income	-	-	-	-	-	-	-	-
TOTAL COPPER CREEK	-	-	-	-	-	-	-	-
TOTAL REVENUE	807,920	842,571	692,826	790,379	1,052,768	3,020,453	2,788,203	1,203,924

_	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Forecasted	2014 Budget
EXPENSES				EXPEN	SES			
CRA								
GENERAL OPERATIONS: 01								
Auditing & Accounting	5,000	7,601	4,392	3,998	4,025	5,000	4,000	5,000
Legal Services	2,143	4,829	3,060	2,389	2,187	3,000	3,000	3,000
Consulting Services		-	-	-	-	10,000	5,000	10,000
Contract Services	34,362	26,122	84,977	40,666	44,428	55,000	55,000	55,000
Printing & Binding	568	-	-	-	- 7.500	1,000	-	1,000
Other Professional Services	4,113	-	-	6,393	7,599	5,000 250	250	5,000 250
General Liability Insurance Postsge	142	159	202	712	328	200	200	200
Legal Notices	828	750	613	881	1,979	2,500	1,500	2,500
Licenses & Fees	-	-	-	-	1,777	2,300	-	2,300
Travel & Training	_	_	_	_	161	1,000	200	1,000
Other Expenditures	_	-	_	94	796	-	-	-
Office Supplies	106	38	328	746	-	300	300	300
Supplies	-	-	-	-	-	300	-	300
Land	33,090	129	448,720	2,002	-	20,000	-	100,000
						-	-	-
DEBT						-	-	-
Bond Payments/Fees						207,859	-	207,859
Lincoln Pool Principal Bond Payment								170,000
Lincoln Pool Interest Bond Payment								23,828
Payment to City-Lincoln Pool engineering fees						-		-
PROJECTS: 05						-	-	-
Façade Improvement	207,871	241,793	354,015	442,155	1,146,639	120,000	117,000	150,000
Lincoln Pool Construction From Bond Proce	-	-	-		180,658	1,800,000	1,800,000	
2nd Street BID	-	-	-			219,000	200,000	-
Outstanding Façade Improvement Grants Railroad Horns	-	-	-			318,000	200,000	
Other Committed Projects	-	-	-			134,000	152,000	40,000
Other Projects	_	2,858	_	_		50,000	132,000	200,000
Property Taxes BID Fees	_	2,030	_	_		11,000	11,000	11,000
Property Management	_	-	_	-		-	-	-
TOTAL CRA OPERATING EXPENSES	288,221	284,279	896,308	500,035	1,388,800	2,744,409	2,349,450	986,237
CH LTDUCT 07								
GILI TRUST-07 Bond Principal	47,159	51,009	55,158	59,654	33,066		Yolanda Rayburn:	
Bond Interest	18,622	14,779	10,622	6,126	1,325	-	Paid In Full	
Other Expenditures	-	14,777	10,022	0,120	1,323			
TOTAL GILI EXPENSES	65,781	65,788	65,780	65,780	34,390	_	_	
	,	55,,55	55,755	55,,55	2 1,2 2			
CHERRY PARK LTD II-08								
Bond Principal	36,824	39,729	42,864	46,245	49,894	53,831	53,831	28,486
Bond Interest TOTAL CHERRY PARK EXPENSES	22,356 59,180	19,451 59,180	16,316 59,180	12,935 59,180	9,286 59,180	5,349 59,180	5,349 59,180	1,102 29,588
TOTAL CHERRY PARK EXPENSES	59,180	59,180	59,180	59,180	59,180	59,180	59,180	29,388
GENTLE DENTAL-09								
Bond Principal	2,082	2,236	2,395	2,566	2,745	2,986	2,986	3,195
Bond Interest	2,120	1,966	1,807	1,636	1,457	1,216	1,216	1,007
TOTAL GENTLE DENTAL	4,202	4,202	4,202	4,202	4,202	4,202	4,202	4,202
PROCON TIF-10								
Bond Principal	10,601	9,064	10,183	10,829	11,641	12,467	12,467	13,355
Bond Interest	8,560	10,098	8,979	8,333	7,521	6,695	6,695	5,807
TOTAL PROCON TIF	19,162	19,162	19,162	19,162	19,162	19,162	19,162	19,162
WALNUT HOUSING PROJECT-11								
Bond Principal	33,055	35,321	37,743	40,331	43,096	46,051	46,051	49,209
Bond Interest	41,417	39,151	36,729	34,141	31,376	28,421	28,421	25,263
TOTAL WALNUT HOUSING PROJEC	74,472	74,472	74,472	74,472	74,472	74,472	74,472	74,472
	, –	, =	, –	, =	, =	, 2	,=	,

_	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Forecasted	2014 Budget
BRUNS PET GROOMING-12 Bond Principal	9,536	9,575	10,502	6,727	19,667	13,500	13,170	13,500
Bond Interest TOTAL BRUNS PET GROOMING	9,536	9,575	10,502	6,727	19,667	13,500	13,170	13,500
GIRARD VET CLINIC-13 Bond Principal Bond Interest	6,242	4,940	13,855	350	18,736	14,500	14,037	14,500
TOTAL GIRARD VET CLINIC	6,242	4,940	13,855	350	18,736	14,500	14,037	14,500
GEDDES ST APTS - PROCON-14 Bond Principal Bond Interest	<del>-</del>	1,195	14,809	29,185	41,923	30,000	28,591	30,000
TOTAL GEDDES ST APTS - PROCON_	-	1,195	14,809	29,185	41,923	30,000	28,591	30,000
SOUTHEAST CROSSINGS-15 Bond Principal Bond Interest	-	8,866	12,109	12,200	12,616	12,000	8,674	12,000
TOTAL SOUTHEAST CROSSINGS	-	8,866	12,109	12,200	12,616	12,000	8,674	12,000
POPLAR STREET WATER-16 Auditing & Accounting Contract Services Bond Principal	- - -	- -	1,000 89,899 -	38,129 -	2,052	2,500	- 1,826	2,500
Bond Interest TOTAL POPLAR STREET WATER	-	-	90,899	38,129	2,052	2,500	1,826	2,500
CASEY'S FIVE POINTS-17 Bond Principal	<u> </u>	<u> </u>	90,699	4,429	8,670	10,000	8,670	10,000
Bond Interest TOTAL CASEY'S FIVE POINTS	-	-		4,429	8,670	10,000	8,670	10,000
SOUTHPOINTE HOTEL-18 Bond Principal Bond Interest	-	_	_	41,479	85,341	90,000	88,000	90,000
TOTAL SOUTHPOINTE HOTEL	-	-	-	41,479	85,341	90,000	88,000	90,000
TODD ENCK PROJECT - 19 Bond Principal Bond Interest	<del>-</del>	-	-	1,622	6,059 -	2,500	3,126	2,500
TOTAL TODD ENCK PROJECT	-	-	-	1,622	6,059	2,500	3,126	2,500
SKAGWAY - 20 Auditing & Accounting Bond Principal Bond Interest	- - -	-	-	1,000	- - -	55,000		55,000
TOTAL SKAGWAY	-	-	-	1,000	-	55,000	-	55,000
JOHN SCHULTE CONSTRUCTION-21 Bond Principal Bond Interest	- -	- -	- -	- -	4,449 -	6,000	4,448	6,000
TOTAL JOHN SCHULTE CONSTRUCTION	-	-	-	-	4,449	6,000	4,448	6,000
PHARMACY PROPERTIES INC-22 Bond Principal Bond Interest	- -		- -	-	10,363	11,000	5,347	11,000
TOTAL PHARMACY PROPERTIES INC	-	-	-	-	10,363	11,000	5,347	11,000
KEN-RAY LLC-23 Bond Principal Bond Interest	- -	-	- -	-	-	34,000	-	34,000
TOTAL KEN-RAY LLC	-	-	-	-	-	34,000	-	34,000
COUNTY FUND #8598  Bond Principal  Bond Interest  TOTAL COUNTY FUND #8598	- -	- -	- - -	- -	- - -		- -	-
ARNOLD WENN-Duplex 13th & Huston-NEW	2013 2014	-	-	-	-	-	-	
Bond Principal Bond Interest	- -	-	-	-	-		-	-
TOTAL ARNOLD WENN	-	-	-	-	-	-	-	
TOKEN PROPERTIES LLC-Duplex N Ruby-P Bond Principal Bond Interest	NEW 2013-2014 - -	- -	- -	- -	- -		-	-

	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Forecasted	2014 Budget
TOTAL TOKEN PROPERTIES LLC	-	-	-	-	-	-	-	-
STRATFORD PLAZA LLC (HOWARD Bond Principal Bond Interest	JOHNSONS)- No -	ew 2013-2014 -	-	-	-		-	-
TOTAL STRATFORD PLAZA	-	-	-	-	-	-	-	_
EIG GRAND ISLAND LLC-STATE ST - No Bond Principal Bond Interest TOTAL EIG GRAND ISLAND LLC	ew 2013-2014 - -	- -	- -	- -	- -	_	-	<u>-</u>
BAKER DEVELOPMENT - New 2013-20 Bond Principal Bond Interest	)14 -	-	-	-	-		-	-
TOTAL BAKER DEVELOPMENT	-	-	-	-	-	-	-	-
TOKEN PROPERTIES LLC (CAREY S' Bond Principal Bond Interest	- -	-	- -	- -	<del>-</del> -		-	-
TOTAL TOKEN PROPERTIES LLC	-	-	-	-	=	-	-	-
GORDMAN GRAND ISLAND - New 201 Bond Principal Bond Interest TOTAL GORDMAN GRAND ISLAND	3-2014 - -	- -	- -	- -	- -		-	-
•	CT) Nov. 2012	2014	-	-	-	-	-	
TOKEN PROPERTIES LLC(KIMBALL Bond Principal Bond Interest	- New 2013-	-	-	-	-		-	-
TOTAL TOKEN PROPERTIES LLC	-	-	-	-	=	-	-	
AUTO GROUP-PINE ST & LOCUST - New 20 Bond Principal Bond Interest	)13-2014 - -	-	-	-	-		-	-
TOTAL AUTO GROUP	-	-	-	-	-	-	-	_
HABITAT (ST PAUL RD) - New 2013-20 Bond Principal Bond Interest	- -	-	-	-	-		-	-
TOTAL HABITAT	-	-	-	-	-	-	-	-
CHIEF FABRICATION-ADAMS ST - New Bond Principal Bond Interest	2013-2014	- -	- -	- -	- -		-	-
TOTAL CHIEF FABRICATION	-	-	-	-	-	-	-	-
PRIDON LLC - New 2013-2014 Bond Principal Bond Interest	- -	<u>-</u>	-	<u>-</u>	<u>-</u>		-	-
TOTAL PRIDON LLC	-	-	-	-	-	-	-	-
COPPER CREEK - New 2013-2014 Bond Principal Bond Interest	-	-	-	-	-		-	-
TOTAL COPPER CREEK	-	-	-	-	-	-	-	_
Blank TIFF - New 2013-2014 Bond Principal Bond Interest	-	-	-	-	-		-	-
TOTAL BLANK TIF	-	-	-	-	-	-	-	
Blank TIFF - New 2013-2014 Bond Principal	-	-	-	-	-		-	-
Bond Interest TOTAL BLANK TIF	-	-	-	-	-	-	-	<u> </u>
Blank TIFF - New 2013-2014 Bond Principal	-	-	-	-	-		-	-
Bond Interest TOTAL BLANK TIF	-	-	-	-	-	_		
Blank TIFF - New 2013-2014 Bond Principal	-	-	-	-	-		-	-
Bond Interest TOTAL BLANK TIF	-	-			-	-	-	-

2008 2009 2010 2011 2012 2013 2013 2014 Actual Actual Actual Budget Forecasted Budget Actual Actual 1,394,660 TOTAL EXPENSES 526,796 531,658 1,261,276 857,952 1,790,082 3,182,425 2,682,355