

Wednesday, May 14, 2014 Regular Meeting Packet

Board Members:

Michelle Fitzke

Tom Gdowski

Barry Sandstrom

Sue Pirnie

Glen Murray

4:00 PM

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.



Wednesday, May 14, 2014 Regular Meeting

Item A1

Agenda

AGENDA Wednesday, May 14, 2014 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 April 16, 2014 Meeting.
- 3. Approval of Financial Reports.
- 4. Approval of Bills.
- 5. Review of Committed Projects and CRA Properties.
- Discuss, Review and Consider Approval of a request by Chuyen Ngo, manager of Stratford Plaza, LLC to sell the Howard Johnson Hotel property located at 3333 Ramada Road to Southeast Crossings, LLC owned by Ray O'Connor.
- 7. Consider awarding a contract for consulting services to Marvin Planning Consultants to conduct a blighted and substandard study on property including and around the Grand Island Veterans home, between Broadwell Avenue and Webb Road south of Airport Road/US Highway 281.
- 8. Discussion concerning Purchase/Sale of Real Estate of property.
- 9. Approve Resolution or Resolutions to Purchase/Sell Real Estate.
- 10. Directors Report
- 11. Adjournment

Next Meeting June 11, 2014

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



Wednesday, May 14, 2014 Regular Meeting

Item B1

Meeting Minutes

OFFICIAL PROCEEDINGS

MINUTES OF COMMUNITY REDEVELOPMENT AUTHORITY MEETING OF April 16, 2014

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 April 16, 2014 at City Hall 100 E First Street. Notice of the meeting was given in the April 9, 2014 Grand Island Independent.

1. <u>CALL TO ORDER.</u> Chairman Barry Sandstrom called the meeting to order at 4:00 p.m. The following members were present: Sue Pirnie, Michelle Fitzke, Tom Gdowski and Glen Murray. Also present were; Director, Chad Nabity; Secretary, Rose Rhoads; Council Liaison, Vaughn Minton; Legal Counsel Duane Burns. Marv Webb and Adam Miller.

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 March 12, 2014 meeting was made by Gdowski and seconded by Murray. Upon roll call vote all present voted aye. Motion carried unanimously.
- 3. <u>APPROVAL OF FINANCIAL REPORTS.</u> Nabity reviewed the financial reports for the period of March 1, 2014 through March 31, 2014. Motion was made by Gdowski 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 Murray and seconded by Fitzke to approve the bills in the amount of \$7564.71. Upon roll call vote all present voted aye. Motion carried unanimously to approve the payment of bills totaling \$7564.71
- 5. <u>REVIEW OF COMMITTED PROJECTS & CRA PROPERTY.</u>
 Nabity reviewed the Committed Projects.
- 6. <u>CONSIDERATION OF REDEVELOPMENT CONTRACT.</u> The Grand Island Area Habitat for Humanity, (the "Developer") has proposed to redevelop an area within the city limits of the City of Grand Island at 8th & Superior Street. The CRA passed resolution 168 notifying City Council of

their intent to enter into a redevelopment contract at their meeting on February 12, 2014. The Hall County Regional Planning Commission met on March 5, 2014, and passed Resolution 2014-04 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 2014-68 at their meeting on March 25, 2014. Nabity explained to the board the contract with Habitat for Humanity. A motion was made by Pirnie and seconded by Murray to approve the contract and Resolution 171. Upon roll call vote all present voted aye. Motion carried.

7. CONSIDERATION OF REDEVELOPMENT CONTRACT. Heritage Hospitality Inc., (the "Developer") has proposed to redevelop an area within the city limits of the City of Grand Island at 3051 S Locust. The CRA passed resolution 170 notifying City Council of their intent to enter into a redevelopment contract at their meeting on February 12, 2014. The Hall County Regional Planning Commission met on March 5, 2014, and passed Resolution 2014-05 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 2014-69 at their meeting on March 25, 2014. Nabity reviewed the contract with the board. A motion to approve the contract and Resolution 172 was made by Fitzke and seconded by Pirnie. Upon roll call vote, Murray, Fitzke and Pirnie voted aye and Sandstrom and Gdowksi abstained due to potential conflicts of interest. Motion carried.

8. CONSIDERATION OF RESOLUTION 173.

Consideration of a Resolution to forward a Site Specific redevelopment plan to the Hall County Regional Planning Commission for 217 N Locust. 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 explained this was a request to enter into a TIF contract for Tower 217 that included the redevelopment of the current property; approval of Resolution 173 would forward the Redevelopment Plan to the Hall County Planning Commission. A motion to approve Resolution 173 was made by Murray and seconded by Gdowski. Upon roll call all present voted aye. Motion carried.

9. CONSIDERATION OF RESOLUTION 174.

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 217 N Locust. Nabity explained this was a request to enter into a TIF contract for Tower 217 that included the redevelopment of the current property; approval of Resolution 174 would forward the TIF contract request to the City Council. A motion to approve Resolution 174 was made by Murray and seconded by Gdowski. Upon roll call all present voted aye. Motion carried.

10. <u>FAÇADE REQUEST.</u>

Adam Miller and Jama Obermiller have requested funding under the façade development program to assist with façade improvements at 707 N Eddy St. The anticipated cost of the façade project is \$83,766 with a total cost of \$281,277 including \$63,000 of developer investment to the building. Marv Webb spoke in favor of the façade funding form the Tire store located at 707 N Eddy. The board discussed reducing the amount of the façade grant to \$55,620. With further thought and discussion the board agreed to fund the façade project in the amount of \$81,012. A motion was made by Gdowski to approve the requested amount of \$81,012 and seconded by Pirnie. Upon roll call all present voted aye. Motion carried.

- 11. <u>DISCUSSION CONCERNING PURCHASE/SALE OF REAL ESTATE OF PROPERTY.</u> None
- 12. <u>APPROVE RESOLUTION OR RESOLUTIONS TO PURCHASE/SELL REAL ESTATE. None</u>
- 13. DIRECTIORS REPORT.
- 14. <u>ADJORNMENT.</u> Sandstrom adjourned the meeting at 4:50 p.m.

The next meeting is scheduled for May 14, 2014 at 4:00 p.m.

Respectfully submitted Chad Nabity Director



Wednesday, May 14, 2014 Regular Meeting

Item C1

Financial Reports

COMOVIDATE	MONTH ENDED <u>APRIL 2014</u>	2013-2014 YEAR TO DATE	2014 <u>BUDGET</u>	REMAINING BALANCE	% OF BUDGET <u>USED</u>
CONSOLIDATED Beginning Cash	288,965	414,485	414,485		
Dog.iiiiiig Cabi	200,705	717,703	717,700		
REVENUE:					
Property Taxes - CRA	4,672	118,447	474,384	355,937	24.97%
Property Taxes - Lincoln Pool	23,557	50,675	195,000	144,325	25.99%
Property Taxes -TIF's	3,858	97,642	575,124	477,482	16.98%
Loan Income (Poplar Street Water Line)	-	-	5,000	5,000	0.00%
Interest Income - CRA	7	61	1,000	939	6.13%
Interest Income - TIF'S	0	24	-	•	
Land Sales	**	-	100,000	100,000	0.00%
Other Revenue - CRA	6,000	6,099	22,000	15,901	27.72%
Other Revenue - TIF's	-	4,515	-	-	
TOTAL REVENUE	38,094	277,462	1,372,508	1,099,585	20.22%
TOTAL RECOIDER	227.050	(01.04)	1.507.002	1 000 505	-
TOTAL RESOURCES	327,059	691,946	1,786,993	1,099,585	•
EXPENSES					
Auditing & Accounting	25	25	5,000	4,975	0.50%
Legal Services	-	450	3,000	2,550	15.00%
Consulting Services	-	-	10,000	10,000	0.00%
Contract Services	3,638	29,053	65,000	35,947	44.70%
Printing & Binding	•	-	1,000	1,000	0.00%
Other Professional Services	-	8,072	16,000	7,928	50.45%
General Liability Insurance	-	-	250	250	0.00%
Postage	_	136	200	64	67.96%
Legal Notices	44	139	2,500	2,361	5.56%
Travel & Training	-	-	1,000	1,000	0.00%
Office Supplies	-	_	300	300	0.00%
Supplies	<u> </u>		300	300	0.00%
Land	-	-	80,000	80,000	0.00%
Bond Principal - Lincoln Pool	-	170,000	170,000	-	100.00%
Bond Interest	_	12,084	23,828	11,744	
Façade Improvement	-		200,000	200,000	0.00%
Lincoln Pool Project		-	170,000	170,000	0.00%
Blank Project	-	. -		-	
Other Projects	-	-	265,000	265,000	0.00%
Bond Principal-TIF's	4,215	87,225	541,944	454,719	16.09%
Bond Interest-TIF's	-	17,727	33,179	15,452	53.43%
Other Expenditures	-	47,373	-	-	
Interest Expense	-	-	-	-	
TOTAL EXPENSES	7,921	372,808	1,588,501	1,263,590	23.47%
INCREASE(DECREASE) IN CASH	30,173	(95,347)	(215,993)		
ENDING CASH	319,138	319,138	198,492	*	
CDA CASH	10/ 850				
CRA CASH	186,752				
Lincoln Pool Tax Income Balance TIF CASH	132,386				
Total Cash	319,138				

	MONTH ENDED <u>APRIL 2014</u>	2013-2014 YEAR TO DATE	2014 BUDGET	REMAINING BALANCE	% OF BUDGET <u>USED</u>
CRA					
GENERAL OPERATIONS:					
Property Taxes - CRA	4,672	118,447	474,384	355,937	24.97%
Property Taxes - Lincoln Pool	23,557	50,675	195,000	144,325	25.99%
Interest Income	7	61	1,000	939	6.13%
Loan Income (Poplar Street Water Line)	-	-	5,000	5,000	0.00%
Land Sales		-	100,000	100,000	0.00%
Other Revenue & Motor Vehicle Tax	6,000	6,099	22,000	15,901	27.72%
TOTAL	34,236	175,282	797,384	622,102	21.98%
CHERRY PARK LTD II					
Property Taxes	-	28,803	29,588	785	97.35%
Interest Income	-	22	-	-	
TOTAL	-	28,825	29,588	785	97.42%
GENTLE DENTAL					
Property Taxes	-	70	4,202	4,132	1.68%
Interest Income	0	0	-	-	
TOTAL	0	71	4,202	4,132	1.68%
PROCON TIF					
Property Taxes	-	9,647	19,162	9,515	50.35%
Interest Income	0	0	-	-	
TOTAL	0	9,648	19,162	9,515	50.35%
WALNUT HOUSING PROJECT					
Property Taxes	-	33,722	74,472	40,750	45.28%
Interest Income	0	1	-	-	
Other Revenue	-	4,515	-	-	
TOTAL	0	38,237	74,472	40,750	51.34%
BRUNS PET GROOMING					
Property Taxes	-	6,817	13,500	6,683	50.50%
TOTAL	-	6,817	13,500	6,683	50.50%
GIRARD VET CLINIC					
Property Taxes	-	146	14,500	14,354	1.01%
TOTAL	•	146	14,500	14,354	1.01%
GEDDES ST APTS-PROCON					
Property Taxes	-	415	30,000	29,585	1.38%
TOTAL	-	415	30,000	29,585	1.38%
SOUTHEAST CROSSING					
Property Taxes	-	2,132	12,000	9,868	17.76%
TOTAL	-	2,132	12,000	9,868	17.76%
	• • • • • • • • • • • • • • • • • • • •				

	MONTH ENDED APRIL 2014	2013-2014 YEAR TO DATE	2014 BUDGET	REMAINING BALANCE	% OF BUDGET <u>USED</u>
Poplar Street Water Property Taxes	_	99	2,500	2,401	3.95%
TOTAL	-	99	2,500	2,401	3.95%
CASEY'S @ FIVE POINTS Property Taxes	-	133	10,000	9,867	1.33%
TOTAL	-	133	10,000	9,867	1.33%
SOUTH POINTE HOTEL PROJECT Property Taxes	-	1,290	90,000	88,710	1.43%
TOTAL	-	1,290	90,000	88,710	1.43%
TODD ENCK PROJECT Property Taxes	-	91	3,200	3,109	2.86%
TOTAL		91	3,200	3,109	2.86%
SKAGWAY Property Taxes	-	9,117	55,000	45,883	16.58%
TOTAL	-	9,117	55,000	45,883	16.58%
JOHN SCHULTE CONSTRUCTION Property Taxes	-	75	6,000	5,925	1.26%
TOTAL	-	75	6,000	5,925	1.26%
PHARMACY PROPERTIES INC Property Taxes		156	11,000	10,844	1.42%
TOTAL	-	156	11,000	10,844	1.42%
KEN-RAY LLC Property Taxes	÷	544	34,000	33,456	1.60%
TOTAL		544	34,000	33,456	1.60%
COUNTY FUND 8598 Property Taxes	-	42	-	-	0.00%
TOTAL	<u> </u>	42	-	-	0.00%
GORDMAN GRAND ISLAND Property Taxes	3,858	3,977	-	-	0.00%
TOTAL	3,858	3,977	-	-	0.00%
BAKER DEVELOPMENT INC Property Taxes	-	6	-	-	0.00%
TOTAL	-	6	-		0.00%
BAKER DEVELOPMENT INC Property Taxes	-	357	•	-	0.00%

	MONTH ENDED APRIL 2014	2013-2014 YEAR TO DATE	2014 <u>BUDGET</u>	REMAINING BALANCE	% OF BUDGET USED
TOTAL	-	357	-	-	0.00%
FUTURE TIF'S					
Property Taxes	-	-	-	-	
Interest Income	-	-	-	-	
Other Revenue	-	-	-	-	
TOTAL	-	*	-	-	
TOTAL REVENUE	38,094	277,462	1,372,508	1,103,966	20.22%

	MONTH ENDED APRIL 2014	2013-2014 YEAR TO DATE	2014 <u>BUDGET</u>	REMAINING BALANCE	% OF BUDGET <u>USED</u>
EXPENSES					
CRA					
GENERAL OPERATIONS:	25	25	£ 000	4.075	0.500/
Auditing & Accounting	25	25 450	5,000 3,000	4,975 2,550	0.50% 15.00%
Legal Services Contract Services	3,638	29,053	65,000	2,330 35,947	44.70%
Printing & Binding	3,036	29,033	1,000	1,000	0.00%
Other Professional Services	-	8,072	16,000	7,928	50.45%
Postage	_	136	200	64	67.96%
Matching Grant	-		-	-	
Legal Notices	44	139	2,500	2,361	5.56%
Licenses & Fees	-	525	-	-	0.000/
Travel & Training	-	-	1,000	1,000	0.00%
Other Expenditures	-	-	-	-	
Office Supplies	-	-	300 300	300 300	0.00%
Supplies Land	-	-	80,000	80,000	0.00%
Bond Principal - Lincoln Pool	_	170,000	170,000	00,000	100.00%
Bond Interest - Lincoln Pool	-	12,084	23,828	11,744	100.0070
Bolla Microst - Elifcolli 1 001		12,001	20,020	12,	
PROJECTS					
Façade Improvement	-	-	200,000	200,000	0.00%
Building Improvement	-	-	170,000	170,000	0.00%
Alleyway Improvement	₹	=	265.000	265 000	0.00%
Other Projects	-	-	265,000	265,000	0.00%
TOTAL CRA EXPENSES	3,707	220,484	1,013,378	793,419	21.76%
CHERRY PARK LTD II					
Bond Principal	-	29,496	28,486	-	103.55%
Other Expenditures		47,373	-	-	
TOTAL CHERRY PARK EXPENSES	-	78,007	29,588	-	263.65%
					-
GENTLE DENTAL					
Legal Services		-	-	-	
PROCON TIF					
Legal Services		-	-	-	
Interest Expense		-	-	-	
Licenses & Fees		-	-	-	
Other Expenditures		-	-	÷	#1 000/
Bond Interest	-	3,019	5,807	2,788	51.98%
WALNUT HOUSING PROJECT					
Legal Services		_	_	-	
Bond Principal	-	24,196	49,209	25,013	49.17%
Bond Interest	_	13,039	25,263	12,224	51.61%
Other Expenditures		. =	,	-	
		-	-	-	40.000/
TOTAL WALNUT HOUSING	-	37,236	74,472	37,236	50.00%
BRUNS PET GROOMING					
Bond Principal	-	6,817	13,500	6,683	50.50%
Bond Interest	-	-	-	-	
MOMAL BRIDG BET CROSS TAKE		/ 018	12 500	((02	£0 £00/
TOTAL BRUNS PET GROOMING		6,817	13,500	6,683	50.50%

	MONTH ENDED <u>APRIL 2014</u>	2013-2014 YEAR TO DATE	2014 <u>BUDGET</u>	REMAINING BALANCE	% OF BUDGET <u>USED</u>
GIRARD VET CLINIC					
Bond Principal Bond Interest	-	146 -	14,500	14,354	1.01%
TOTAL GIRARD VET CLINIC	-	146	14,500	14,354	1.01%
GEDDES ST APTS - PROCON					
Bond Principal Bond Interest	-	415	30,000	29,585	1.38%
TOTAL GEDDES ST APTS - PROCON	-	415	30,000	29,585	1.38%
SOUTHEAST CROSSINGS					
Bond Principal	-	2,132	12,000	9,868	17.76%
Bond Interest	-	·-	_	-	
POPLAR STREET WATER					
Bond Principal	-	99	2,500	2,401	3.95%
Bond Interest	-	-	-	-	
Auditing & Accounting	-	-	-	-	
Contract Services	-	-	•	•	
TOTAL POPLAR STREET WATER	-	99	2,500	2,401	3.95%
CASEY'S @ FIVE POINTS					
Bond Principal	_	133	10,000	9,867	1.33%
Bond Interest	-	-	-	•	
TOTAL CASEY'S @ FIVE POINTS		133	10,000	9,867	1.33%
SOUTH POINTE HOTEL PROJECT					
Bond Principal	_	1,290	90,000	88,710	1.43%
Bond Interest	-	´-	-	· -	
TOTAL SOUTH POINTE HOTEL PROJECT	-	1,290	90,000	88,710	1.43%
TODD ENCK PROJECT					
Bond Principal	-	91	3,200	3,109	2.86%
Bond Interest			-	2 100	2.0/0/
TOTAL TODD ENCK PROJECT	**	91	3,200	3,109	2.86%
SKAGWAY					
Bond Principal	-	9,117	55,000	45,883	16.58%
Bond Interest	-	-	-	-	
Auditing & Accounting TOTAL SKAGWAY	-	9,117	55,000	45,883	16.58%
TOTAL SKAGWAT		9,117	33,000	+5,665	10.3676
JOHN SCHULTE CONSTRUCTION					
Bond Principal	-	75	6,000	5,925	1.26%
Bond Interest	-	-	-	-	
Auditing & Accounting TOTAL JOHN SCHULTE CONSTRUCTION	-	75	6,000	5,925	1.26%
151115 JOHN DONOLLE COMMINGOROM				-,	

	MONTH ENDED APRIL 2014	2013-2014 YEAR TO DATE	2014 <u>BUDGET</u>	REMAINING BALANCE	% OF BUDGET <u>USED</u>
PHARMACY PROPERTIES INC					
Bond Principal	-	156	11,000	10,844	1.42%
Bond Interest	₩	-	-	-	
Auditing & Accounting		-	-	-	
TOTAL PHARMACH PROPERTIES INC	-	156	11,000	10,844	1.42%
KEN-RAY LLC					
Bond Principal	-	544	34,000	33,456	1.60%
Bond Interest	-	-	-	-	
Auditing & Accounting		_	-	-	
TOTAL KEN-RAY LLC	-	544	34,000	33,456	1.60%
COUNTY FUND #8598					
Bond Principal	•	42	-	(42)	
Bond Interest	-	-	-	-	
Auditing & Accounting	-	-	-	-	
TOTAL COUNTY FUND #8598	-	42	-	(42)	
GORDMAN GRAND ISLAND					
Bond Principal	3,858	3,977	-	(3,977)	
Bond Interest	-	-	-	-	
Auditing & Accounting	-	-	-	-	
TOTAL GORDMAN GRAND ISLAND	3,858	3,977	_	(3,977)	
BAKER DEVELOPMENT INC					
Bond Principal	-	6	-	(6)	
Bond Interest	-	-	-	-	
Auditing & Accounting	-	-	•	-	
TOTAL BAKER DEVELOPMENT INC	-	6	-	(6)	
STRATFORD PLAZA LLC					
Bond Principal	357	357	-	(357)	
Bond Interest	-	-	-	-	
Auditing & Accounting	-	-	-	-	
TOTAL STRATFORD PLAZA LLC	357	357	-	(357)	
FUTURE TIF'S					
Bond Principal		-	-	-	
Bond Interest	-	-	-	-	
Auditing & Accounting	-	-	-	-	
TOTAL BLANK			-	-	
TOTAL EXPENSES	7,921	372,808	1,588,501	1,268,976	



Wednesday, May 14, 2014 Regular Meeting

Item D1

Bills

14-May-14

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	Heritage Hospitality, Inc TIF	\$ 3,206.18 \$ 1,000.00 \$ 30.14
Lawnscape		\$ 35.00
Grand Island Independent	monthly notices	\$ 32.02
TIF Pass Thrus		
Token Properties Skagway - Five Points J & D Schulte Casey's General Store Geddes St Apt Bruns Girard Southeast Crossing South Pointe Hotel Todd Enck	Platte Valley State Bank Wilmar Realty,LLC Plate Enterprises, LLC Casey's General Store Home Federal Five Points Bank Heritage Bank Home Federal Platte Valley State Bank Platte Valley State Bank	\$ 42.42 \$ 9,904.41 \$ 75.36 \$ 133.30 \$ 415.44 \$ 6,756.27 \$ 4,885.45 \$ 6,185.04 \$ 43,056.12 \$ 91.38
Ken-Ray LLC Pharmacy Properties Poplar St Gordman Grand Island Baker Development Inc	Ken-Ray LLC Five Points Bank CRA First National Bank Baker Development Inc	\$ 35,791.77 \$ 5,215.48 \$ 326.68 \$ 119.19 \$ 187.80

Stratford Plaza LLC \$ 356.62

Wells Fargo Bond Interest - Lincoln Pool \$ 11,743.75

Mayer, Burns, Koenig & Janulewicz Legal Services \$ 150.00

Total: \$ 356.62



Wednesday, May 14, 2014 Regular Meeting

Item E1

Committed Projects

COMMITTED PROJECTS	1	TAL OUNT	20 YR	14 FISCAL	201 YR	5 FISCAL	201 YR	6 FISCAL	ESTIMATED COMP
Downtown BID									
Historic Lighting Projects	\$	30,000.00	\$	30,000.00					2014
2222 W 2nd St - Ryan Waind		\$92,608.00	\$	46,304.00	\$	46,304.00			2014
Housing Study (EDC)	\$	10,000.00	\$	10,000.00					2014
Downtown Kaufman -Cummings Plaza	\$	50,000.00	\$	50,000.00		<u></u>			Fall 2014
Miller Tire - 707 N Eddy - Adam Miller	\$	81,012.00	\$	81,012.00					2014
Tower 217 (Amos Investment & Development)	\$	291,581.00	\$	97,193.67	\$	97,193.67	\$	97,193.67	
Total Committed	\$	555,201,00	\$	314,509.67	\$	143,497,67	\$	97.193.67	

 Façade Budget \$ Remaining
 \$ 200,000.00

 Other Projects
 \$ 265,000.00

 Land - Budget \$ Remaining
 \$ 80,000.00

 Land Sales
 (\$100,000.00)

 Subtotal
 \$ 445,000.00

 Less committed
 (\$314,509.67)

 Balance remaining
 \$ 130,490.33

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, 2014



Wednesday, May 14, 2014 Regular Meeting

Item X1

TIF Special Request



May 6, 2014

Community Redevelopment Authority Attn: Chad Nabity PO Box 1968 Grand Island. NE 68802

Re: CRA/Stratford Plaza, LLC Redevelopment Contract

Dear Mr. Nabity:

Stratford Plaza, LLC has entered into an agreement with Southeast Crossings, LLC (owned by Ray O'Connor) to sell the hotel property located at 3333 Ramada Road, Grand Island, Nebraska, legally described as part of Lot 11, Woodland Second Subdivision. Closing is tentatively scheduled for May 14, 2014. Pursuant to the parties' agreement and subject to approval from the CRA, Stratford will retain the benefit of the TIF bond and will continue to receive all TIF payments until the end of the term of the redevelopment contract or until the TIF benefit has been exhausted. I am requesting CRA approve this transaction and my retention of the TIF benefit. Please place this item on the agenda of the next CRA meeting and contact Ron Depue, my attorney, and me concerning the meeting date and time. Thank you for your consideration.

Sincerely yours,

STRATFORD PLAZA, LLC

Chuyen Ngo, Manager

c/c Ronald S. Depue

3333 Ramada Road / Grand Island, NE 68801/Phone (308) 384-5150 • Fax (308) 384-6551



Wednesday, May 14, 2014 Regular Meeting

Item X2

Contract Award

CONTRACT FOR SERVICES

Grand Island, Nebraska Area 16 Blight and Substandard Study



This agreement between the Grand Island CRA (GICRA) and Marvin Planning Consultants (MPC) is hereby entered into this _____ day of May, 2014. This agreement shall consist of this document and such other drawings; conditions and stipulations as shall be mutually agreed to and attached hereto.

The purpose of this agreement is for the project entitled Grand Island Area 16 Blight Study (see Exhibit "A"). A scope of services to be performed under this agreement is contained in Section 1. Such work shall begin upon signing of this document and is estimated to be continuous until either party terminates said agreement.

SECTION 1 - Scope of Services

- **A. MPC** shall provide the following services to GICRA:
 - See Attachment 1

MPC may combine reports listed above in order to facilitate review and comment. Additional services may be performed by MPC at the direction of GICRA and with modification to the contract amount in Section 2. Such services shall be mutually agreed to and attached to this document.

The standard of care for all professional services performed or furnished by MPC under this Agreement will be the care and skill ordinarily used by members of the MPC's profession practicing under similar conditions at the same time and in the same locality. MPC makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with services provided.

All documents prepared or furnished by MPC pursuant to this Agreement are instruments of service developed exclusively for use of GICRA, and MPC shall retain an ownership and property interest therein. Other reuse of any such documents by GICRA shall be at GICRA's sole risk; and GICRA agrees to indemnify, and hold MPC harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by GICRA or by others acting through GICRA.

B. GICRA shall provide the following:

- 1. A project manager as a direct liaison with MPC to provide instruction and direction on behalf of GICRA.
- 2. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract.
- 3. Reasonable assistance in contacting residents and agencies, scheduling activities and distributing information about the project.
- 4. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by MPC (including obtaining advice of an attorney and other consultants as GICRA deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 5. Give prompt written notice to MPC whenever GICRA observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MPC services, or any defect or nonconformance in MPC's services or in the work of any Subconsultant.
- 6. MPC shall be entitled to use and rely upon all such information and services provided by GICRA or others in performing services under this Agreement.

SECTION 2 - Contract Sum and Payment

The GICRA shall pay MPC a fixed fee of \$8,750.00 for the performance of the scope of services in Section 1. Fee breakdown shall be per the submitted proposal.

GICRA shall be billed monthly for services performed. All Invoices not paid within 30 days will be increased at the rate of 1.0% per month from said day; except as stated below. In addition, MPC may, after giving seven (7) days written notice to GICRA, suspend services under this Agreement until MPC has been paid in full all amounts due for services, expenses, and other related charges.

Additional services as may be agreed to and as may be added to Section 1.A above shall be billed in accordance with the agreement or addendum authorizing such service.

SECTION 3 - General Considerations

A. Controlling Law

This Agreement is to be governed by the law of the State of Nebraska.

B. Successors and Assigns

Neither party shall assign, sublet, or transfer its rights, interests or obligations under this Agreement without the express written consent of the other party.

C. Unless expressly provided otherwise in this Agreement:

- Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by MPC to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than GICRA and MPC.
- 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit on GICRA and MPC and not for the benefit of any other party.

D. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notice shall be effective upon the date of receipt.

E. Severability and Waiver

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GICRA and MPC, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

F.

Termination of Contract

Exhibit "A"

