

## Wednesday, September 9, 2015 Regular Meeting Packet

### **Board Members:**

Tom Gdowski

Glen Murray

**Sue Pirnie** 

**Barry Sandstrom** 

Glenn Wilson

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, September 9, 2015 Regular Meeting

Item A1

Agenda

**Staff Contact: Chad Nabity** 

#### REGIONAL PLANNING COMMISSION

# AGENDA AND NOTICE OF MEETING Wednesday, September 2, 2015 6:00 p.m. City Hall Council Chambers — Grand Island

1. Call to Order.

This is a public meeting subject to the open meetings laws of the State of Nebraska. The requirements for an open meeting are posted on the wall in this room and anyone who would like to find out what those are is welcome to read through them.

- 2. Minutes of August 12, 2015.
- 3. Request Time to Speak.
- **4. Public Hearing Rezone -** A request to rezone property from CD Commercial Development Zone to Amended CD Commercial Development Zone, located north of State Street and east of US Hwy 281, in Grand Island, in Hall County, Nebraska. (C-24-2015GI)
- Public Hearing Concerning an amendment to the redevelopment plan for CRA, Area 2, for a Site Specific Redevelopment Plan for 1607 S Locust St., in Grand Island, Hall County, Nebraska. Resolution No. 2015-06. (C-25-2015GI)

#### **Consent Agenda**

- **6. Final Plat Park-View 6**<sup>th</sup> **Subdivision** located south of Pioneer Blvd and east of Blaine Street, in the City of Grand Island, in Hall County, consisting of 2 lots and 2.6234 acres.
- **7. Grand Island Mall Eighteenth Subdivision** located west of Webb Rd in the City of Grand Island, in Hall County, consisting of 6 lots and 16.43 acres.
- 8. Next Meeting October 7, 2015
- 9. Adjourn

PLEASE NOTE: This meeting is open to the public, and a current agenda is on file at the office of the Regional Planning Commission, located on the second floor of City Hall in Grand Island, Nebraska.



### Wednesday, September 9, 2015 Regular Meeting

Item B1

**Meeting Minutes** 

**Staff Contact: Chad Nabity** 



# THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, GRAND ISLAND, WOOD RIVER AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA

#### Minutes for August 12, 2015

The meeting of the Regional Planning Commission was held Wednesday, August 12, 2015 in the Council Chambers - City Hall – Grand Island, Nebraska. Notice of this meeting appeared in the "Grand Island Independent" July 25, 2015.

Present: Pat O'Neill Carla Maurer

Karen Bredthauer Terry Connick Les Ruge Greg Robb

Dean Sears

Absent: Richard Heckman, Julie Connelly, Dean Kjar, Mark Haskins, Jerry

Huismann,

Other:

Staff: Chad Nabity, Rose Rhoads

Press:

#### 1. Call to order.

Chairman O'Neill called the meeting to order at 6:00 p.m.

O'Neill stated that this was a public meeting subject to the open meetings laws of the State of Nebraska. He noted that the requirements for an open meeting are posted on the wall in the room and easily accessible to anyone who may be interested in reading them.

#### 2. Minutes of July 1, 2015 meeting.

A motion was made by Bredthauer and seconded by Ruge to approve the Minutes of the July 1, 2015 meeting.

The motion carried with 7 members present and 7 voting in favor (O'Neill, Ruge, Connick, Maurer, Robb, Bredthauer and Sears) and no member abstaining.

#### 3. Request Time to Speak.

Ray O'Connor 611 Fleetwood Rd, Grand Island, item 4; Ron Depue, 308 N Locust St., Grand Island, item 4; Keith Marvin, 457 O Street, David City, item 4; Jeff Palik 201 E 2<sup>nd</sup> St., Grand Island, item 5.

4. Public Hearing – Proposed Blight Study Area 18 – located between Webb Road on the west, Blaine Street and Custer Avenue on the east, U.S. Highway 30 on the north and 2nd street on the South. Substandard and Blight Study as prepared by Marvin Planning Consultants entitled "Grand Island NE, Blighted and Substandard Study Area 18". This area as defined by the study will be referred to as Community Redevelopment Authority (CRA) Area 18. The study as prepared and submitted indicates that this property could be considered substandard and blighted. This only includes property that is located within the municipal limits of Grand Island. The study as presented shows that this property meets the criteria to be declared blighted and substandard of its own accord.

O'Neill opened the Public Hearing.

Nabity reviewed the Blight Study.

The blighted and substandard criteria included more than half of the buildings in the area being more than 40 years old and in deteriorating condition, a lack of sidewalks, challenging lot sizes brought out primarily because of the Union Pacific Railroad line that bisects the study area, a stagnant population, and lots of standing water and drainage problems.

It was the drainage problems and shallow utilities that the commission really focused on because they create challenges for any type of redevelopment or new development. The land is very flat with little to no outlet for storm water.

"There are some complications here that ... if there's any redevelopment done, it may take some additional engineering to do, which is another potential reason why this area could be looked at as being blighted and substandard," said Keith Marvin of Marvin Planning Consultants.

Depue said his client has a redevelopment intent, but it can't be fully determined until a blighted and substandard designation is made.

Grand Island developer Ray O'Connor, a member of the Grow Grand Island strategic planning committee, spoke in favor of the blighted and substandard designation. "My concern is the entrance to the community," O'Connor told the commission. "I don't think we've given much consideration to this area."

While the city has developed the South Locust Street entrance and made improvements from the airport and along east Highway 30, little has been done along the west Highway 30 corridor, he said. "I want our community to look good and this would be another avenue ... to put together a real plan to enhance the appearance of Highway 30, old Highway 30, as we come in," O'Connor said.

Ruge said he believed some type of public intervention was needed to help the beautification of the Highway 30 area. His motion to support the blighted and substandard designation passed, but generated a bigger discussion about the impact that improper drainage has on an area.

Commission Chairman Pat O'Neill has raised questions about a water retention cell near Nelson Furniture that has no outlet for storm water. Planning Director Chad Nabity said the furniture store currently owns that water retention cell, but the city will be taking it over in attempts to resolve more drainage issues in that area.

O'Neill closed the Public Hearing.

A motion was made by Ruge and seconded by Bredthauer to approve the proposed Blight Study Area 18. The motion carried with 7 members voting in favor (Bredthauer, Connick, O'Neill, Ruge, Maurer, Robb and Sears) and no member abstaining.

#### **Consent Agenda**

**5.** Preliminary Plat – Wildwood Business Park Subdivision – located north of Wildwood Drive and west of Blaine Street, in the 2 mile jurisdiction of the City of Grand Island, in Hall County, Nebraska, consisting of 276.016 acres and (34 Lots).

Final Plat – Wildwood Business Park Subdivision – located north of Wildwood Drive and west of Blaine Street, in the 2 mile jurisdiction of the City of Grand Island, in Hall County, Nebraska, consisting of 30.796 acres and (10 Lots).

- **6. Final Plat Bolanos Subdivision** located south of 4<sup>th</sup> Street and east of Plum Street, in the City of Grand Island, in Hall County, Nebraska, consisting of 2.831 acres and (2 Lots).
- 7. Final Plat Cottonwood Corner Subdivision located north of White Cloud Rd and east of 90<sup>th</sup> Road, in Hall County, Nebraska, consisting of 5.6484 acres and (2 Lots).
- **8.** Final Plat Codner Subdivision located north of Rainforth Road and east of Bluff Center Road, in Hall County, Nebraska, consisting of 4.6013 acres and (1 Lot).
- **9.** Final Plat C.A.A.P. East Railroad Second Subdivision located north of Old Potash Hwy and west of Alda Road, in Hall County, Nebraska, consisting of 4.6234 acres and (1 Lot).
- **10. Final Plat –Cargill Second Subdivision** located north of 1<sup>st</sup> Street and east of 150<sup>th</sup> in the City of Wood River, in Hall County, Nebraska, consisting of 113.77 acres and (2

Lots).

A motion was made by Haskins and seconded by Bredthauer to approve the consent agenda. The motion carried with 10 members present and 10 voting in favor (O'Neill, Ruge, Maurer, Robb, Kjar, Bredthauer, Huismann, Connick, Haskins and Sears) and no member abstaining.

#### 11. Next Meeting September 2, 2015

12.	Adjourn
	Chairman Pat O'Neill adjourned the meeting at 6:42 p.m.
	Leslie Ruge, Secretary
Ву	Rose Rhoads



### Wednesday, September 9, 2015 Regular Meeting

Item C1

**Financials** 

**Staff Contact: Chad Nabity** 

	MONTH ENDED  August-15 YI	2014-2015 EAR TO DATE	2015 BUDGET	REMAINING BALANCE	% OF BUDGET <u>USED</u>
CONSOLIDATED	057.554				
Beginning Cash	857,554				
REVENUE:					
Property Taxes - CRA	9,949	390,830	493,195	102,365	79.24%
Property Taxes - Lincoln Pool	2,447	132,843	198,050	65,207	67.08%
Property Taxes -TIF's	8,112	1,084,688	1,321,092	254,499	82.11%
Interest Income - CRA	10	97	1,000	903	9.69%
Interest Income - TIF'S	0	4	-	54	
Land Sales	<b>9</b> €	-	100,000	100,000	0.00%
Other Revenue - CRA	·=	123,464	128,000	4,536	96.46%
Other Revenue - TIF's	2 <b>4</b> 5	1,732	-	-	
TOTAL REVENUE	20,518	1,733,659	2,241,337	527,509	77.35%
TOTAL RESOURCES	878,072	1,733,659	2,241,337	527,509	
EXPENSES					
Auditing & Accounting	19	5,358	5,000	<b>3</b> 5	107.16%
Legal Services	105	1,470	3,000	1,530	49.00%
Consulting Services		84)	5,000	5,000	0.00%
Contract Services	8,176	52,044	65,000	12,956	80.07%
Printing & Binding	84	-	1,000	1,000	0.00%
Other Professional Services	324	8,279	16,000	7,721	51.74%
General Liability Insurance	0.00	-	250	250	0.00%
Postage	() <del>=</del> )	277	200	152	138.63%
Life Safety	759	3 <b>5</b> 3	200,000	200,000	= <=0/
Legal Notices	35	192	2,500	2,308	7.67%
Licenses & Fees	3.55	525	1.000	1,000	0.00%
Travel & Training		•	1,000	1,000	0.0076
Other Expenditures		381	300	-	126.95%
Office Supplies Supplies	-	201	300	300	0.00%
Land		80,015	200,000	119,985	40.01%
Bond Principal - Lincoln Pool	(*)	175,000	175,000	250	100.00%
Bond Interest	(( <del></del> )	23,050	23,050	-	
Façade Improvement	357	952	200,000	200,000	0.00%
Building Improvement	50,000	233,629	216,000	127	108.16%
Blank Project	3 <u>₩</u>	<b>2</b>	:	323	
Other Projects	¥ <u>€</u>	**	175,000	175,000	0.00%
Bond Principal-TIF's	7 mil	1,062,171	1,290,022	218,686	82.34%
Bond Interest-TIF's	S#I	16,147	31,070	15,705	
Interest Expense	9 <b>(#</b> .)		. €	3.42	
TOTAL EXPENSES	58,335	1,658,537	2,609,692	961,442	63.55%
INCREASE(DECREASE) IN CASH	(37,817)	75,122	(368,355)		
ENDING CASH	819,737	75,122	(368,355)	190	
CRA CASH Lincoln Pool Tax Income Balance TIF CASH Total Cash	603,463 195,844 20,430 819,737				

	MONTH ENDED <u>August-15</u>	2014-2015 YEAR TO DATE	2015 <u>BUDGET</u>	REMAINING BALANCE	% OF BUDGET <u>USED</u>
CRA GENERAL OPERATIONS:					
Property Taxes - CRA	9,949	390,830	493,195	102,365	79.24%
Property Taxes - Lincoln Pool	2,447	132,843	198,050	65,207	67.08%
Interest Income	10	97	1,000	903	9.69%
Land Sales		<b>表</b> 0	100,000	100,000	0.00%
Other Revenue & Motor Vehicle Tax		123,464	128,000	4,536	96.46%
TOTAL	12,407	647,235	920,245	273,010	70.33%
GENTLE DENTAL		4 041			
Property Taxes Interest Income	0	4,841 2		Ī	
interest medite	U	2	-	-	
TOTAL	0	4,843		ž.	
PROCON TIF					
Property Taxes		23,018	19,162	ä	120.12%
Interest Income	0	1	7		
TOTAL	0	23,019	19,162		120.13%
					**
WALNUT HOUSING PROJECT		67.022	74 472	6,550	91.20%
Property Taxes Interest Income		67,922 1	74,472	0,550	91.2070
Other Revenue		1,732		-	
TOTAL	· · · · · · · · · · · · · · · · · · ·	69,655	74,472	6,550	93.53%
BRUNS PET GROOMING Property Taxes		7,177	13,500	6,323	53.16%
TOTAL	·	7,177	13,500	6,323	53.16%
					-
GIRARD VET CLINIC		5,190	14,500	9,310	35.79%
Property Taxes		3,190	14,500	9,510	33.7970
TOTAL	(E)	5,190	14,500	9,310	35.79%
GEDDES ST APTS-PROCON					
Property Taxes		14,726	30,000	15,274	49.09%
TOTAL	2 X	14,726	30,000	15,274	49.09%
SOUTHEAST CROSSING Property Taxes		8,980	15,000	6,020	59.87%
TOTAL		8,980	15,000	6,020	59.87%
	(======================================				
POPLAR STREET WATER Property Taxes	413	8,950	6,000	=	149.17%
TOTAL	413	8,950	6,000		149.17%
CASEY'S @ FIVE POINTS Property Taxes		4,725	10,000	5,275	47.25%

	MONTH ENDED August-15	2014-2015 YEAR TO DATE	2015 BUDGET	REMAINING BALANCE	% OF BUDGET <u>USED</u>
TOTAL		4,725	10,000	5,275	47.25%
SOUTH POINTE HOTEL PROJECT Property Taxes		45,738	90,000	44,262	50.82%
TOTAL	/ <del>-</del> *	45,738	90,000	44,262	50.82%
TODD ENCK PROJECT Property Taxes		3,140	6,000	2,860	52.33%
TOTAL	·	3,140	6,000	2,860	52.33%
SKAGWAY					
Property Taxes		760,258	750,000	*	101.37%
TOTAL		760,258	750,000	-	101.37%
JOHN SCHULTE CONSTRUCTION Property Taxes		2,671	6,000	3,329	44.52%
TOTAL	-	2,671	6,000	3,329	44.52%
PHARMACY PROPERTIES INC Property Taxes		5,540	11,000	5,460	50.37%
TOTAL		5,540	11,000	5,460	50.37%
KEN-RAY LLC Property Taxes		37,418	34,000	*	110.05%
TOTAL		37,418	34,000	÷	110.05%
COUNTY FUND 8598 Property Taxes		1,504	1,458	¥	0.00%
TOTAL	(2)	1,504	1,458	2	0.00%
GORDMAN GRAND ISLAND Property Taxes	3,968	8,195	40,000	31,805	0.00%
TOTAL	3,968	8,195	40,000	31,805	0.00%
BAKER DEVELOPMENT INC Property Taxes		1,958	3,000	1,042	0.00%
TOTAL	<u>3</u>	1,958	3,000	1,042	0.00%
STRATFORD PLAZA INC Property Taxes		12,641	35,000	22,359	0.00%
TOTAL	-	12,641	35,000	22,359	0.00%
COPPER CREEK	, <del></del>				
Property Taxes		15,085	-	槽	0.00%
TOTAL		15,085			0.00%

MONTH ENDED August-15	2014-2015 YEAR TO DATE	2015 <u>BUDGET</u>	REMAINING BALANCE	% OF BUDGET <u>USED</u>
	<b>.</b> ₹0	162,000	162,000	0.00%
		162,000	162,000	
[ <b>b</b> ]	3,010	<u>8</u>	(3,010)	
	3,010		(3,010)	<del>-</del>
149	307	-	(307)	
149	307	-	(307)	
语处	1,502		(1,502)	
X	1,502	2	(1,502)	
(a)	4,063	¥	(4,063)	
-	4,063	*	(4,063)	
e i	27,969	π.	(27,969)	
:	27,969		(27,969)	
3,582	7,277	÷	(7,277)	
3,582	7,277	2	(7,277)	
*	884	-	(884)	
S	884	π	(884)	
20,518	1,733,659	2,241,337	527,509	77.35%
19 105 8,176	5,358 1,470 - 52,044 - 8,279 - 277	5,000 3,000 5,000 65,000 1,000 16,000 250 200	1,530 5,000 12,956 1,000 7,721 250	107.16% 49.00% 0.00% 80.07% 0.00% 51.74% 0.00% 138.63% 0.00%
	August-15	August-15 YEAR TO DATE  -	August-15         YEAR TO DATE         BUDGET           -         -         162,000           -         -         162,000           -         -         162,000           -         -         3,010         -           -         -         3,010         -           -         1,502         -         -           -         1,502         -         -           -         1,502         -         -           -         4,063         -         -           -         27,969         -         -           -         27,969         -         -           -         27,969         -         -           -         884         -         -           -         884         -         -           -         884         -         -           -         884         -         -           -         884         -         -           -         884         -         -           -         5,000         -         -           8,176         52,044         65,000           -	August-15         YEAR TO DATE         BUDGET         BALANCE           -         -         162,000         162,000           -         -         162,000         162,000           -         3,010         -         (3,010)           -         3,010         -         (3,010)           149         307         -         (307)           -         1,502         -         (1,502)           -         1,502         -         (1,502)           -         4,063         -         (4,063)           -         27,969         -         (27,969)           -         27,969         -         (27,969)           -         27,969         -         (7,277)           -         884         -         (884)           -         884         -         (884)           -         884         -         (884)           -         884         -         (884)           -         884         -         (884)           -         884         -         (884)           -         -         5,000         5,000           -         -

Legal Notices	MONTH ENDED  August-15 35	YEAR TO DATE 192	2015 BUDGET 2,500	<b>BALANCE</b> 2,308	% OF BUDGET USED 7.67%
Licenses & Fees Travel & Training		525 -	1,000	1,000	0.00%
Office Supplies Supplies		381	300 300	300	0.00%
Land		80,015	200,000	119,985	40.01%
Bond Principal - Lincoln Pool Bond Interest - Lincoln Pool		175,000 23,050	175,000 23,050	54 ≧	100.00%
Bold melest - Elicom Fooi		23,030	23,030	<del>.</del>	
PROJECTS Façade Improvement		2	200,000	200,000	0.00%
Building Improvement	50,000	233,629	216,000	200,000	0.00%
Other Projects		<u>=</u>	175,000	175,000	0.00%
TOTAL CRA EXPENSES	58,335	580,220	1,288,600	727,051	45.03%
GENTLE DENTAL					
Bond Principal Bond Interest		3,420 782		= =	
TOTAL GENTLE DENTAL	<del>2</del> 6	4,202		-	
PROCON TIF					
Bond Principal Bond Interest		14,306 4,856	13,355 5,807	951	107.12% 83.63%
	S				
TOTAL PROCON TIF		19,162	19,162	951	100.00%
WALNUT HOUSING PROJECT					
Bond Principal Bond Interest		63,963 10,509	49,209 25,263	14,754	129.98% 41.60%
	2				
TOTAL WALNUT HOUSING	· · · · · · · · · · · · · · · · · · ·	74,472	74,472	14,754	100.00%
BRUNS PET GROOMING Bond Principal		7,177	13,500	6,323	53.16%
TOTAL BRUNS PET GROOMING	*	7,177	13,500	6,323	53.16%
GIRARD VET CLINIC					
Bond Principal		5,190	14,500	9,310	35.79%
TOTAL GIRARD VET CLINIC		5,190	14,500	9,310	35.79%
GEDDES ST APTS - PROCON Bond Principal		14,726	30,000	15,274	49.09%
TOTAL GEDDES ST APTS - PROCON		14,726	30,000	15,274	49.09%
TOTAL GLDDESST ATTS-TROCON	-	14,720		13,214	47.0770
SOUTHEAST CROSSINGS Bond Principal		8,980	15,000	6,020	59.87%
TOTAL SOUTHEAST CROSSINGS	·	8,980	15,000	6,020	59.87%
POPLAR STREET WATER					
Bond Principal		8,123	6,000	8	135.39%
TOTAL POPLAR STREET WATER		8,123	6,000		135.39%
TOTAL OF EAR OTHER WATER		0,123	0,000		

	MONTH ENDED <u>August-15</u>	2014-2015 YEAR TO DATE	2015 <u>BUDGET</u>	REMAINING BALANCE	% OF BUDGET <u>USED</u>
CASEY'S @ FIVE POINTS Bond Principal		4,725	10,000	5,275	47.25%
TOTAL CASEY'S @ FIVE POINTS	? <del>-</del>	4,725	10,000	5,275	47.25%
SOUTH POINTE HOTEL PROJECT Bond Principal		45,738	90,000	44,262	50.82%
TOTAL SOUTH POINTE HOTEL PROJECT	X	45,738	90,000	44,262	50.82%
TODD ENCK PROJECT Bond Principal TOTAL TODD ENCK PROJECT		3,239 3,239	6,000 6,000	2,761 2,761	53.99% 53.99%
SKAGWAY Bond Principal TOTAL SKAGWAY		760,258 760,258	750,000 750,000		101.37% 101.37%
JOHN SCHULTE CONSTRUCTION Bond Principal TOTAL JOHN SCHULTE CONSTRUCITON		2,671 2,671	6,000 6,000	3,329 3,329	44.52% 44.52%
PHARMACY PROPERTIES INC Bond Principal TOTAL PHARMACH PROPERTIES INC	-	5,540 5,540	11,000	5,460 5,460	50.37% 50.37%
KEN-RAY LLC Bond Principal TOTAL KEN-RAY LLC		37,418 37,418	34,000 34,000	()等: ()表:	110.05% 110.05%
COUNTY FUND #8598 Bond Principal TOTAL COUNTY FUND #8598		1,504 1,504	1,458 1,458	(46) (46)	
GORDMAN GRAND ISLAND Bond Principal TOTAL GORDMAN GRAND ISLAND		4,227 4,227	40,000 40,000	35,773 35,773	
BAKER DEVELOPMENT INC Bond Principal TOTAL BAKER DEVELOPMENT INC		1,958 1,958	3,000 3,000	1,042 1,042	
STRATFORD PLAZA LLC Bond Principal TOTAL STRATFORD PLAZA LLC		12,641 12,641	35,000 35,000	22,359 22,359	
COPPER CREEK Bond Principal TOTAL COPPER CREEK		15,085 15,085	ě	<u>18</u>	
CHIEF INDUSTRIES AURORA COOP Bond Principal TOTAL CHIEF IND AURORA COOP		3,010 3,010		(3,010)	
TOKEN PROPERTIES KIMBALL STREET Bond Principal	-	158		(158)	

	MONTH ENDED August-15	2014-2015 YEAR TO DATE	2015 BUDGET	REMAINING BALANCE	% OF BUDGET USED
TOTAL TOKEN PROPERTIES KIMBALL ST	August-13	158	DUDGET	(158)	<u> </u>
GI HABITAT FOR HUMANITY					
Bond Principal	:#0	1,502		(1,502)	
TOTAL BLANK		1,502		(1,502)	
AUTO ONE INC					
Bond Principal	100	4,063		(4,063)	
TOTAL AUTO ONE INC	<b>3</b>	4,063		(4,063)	
EIG GRAND ISLAND					
Bond Principal	120	27,969		(27,969)	
TOTAL BLANK	48	27,969		(27,969)	
TOKEN PROPERTIES CARY STREET					
Bond Principal		3,695		(3,695)	
TOTAL TOKEN PROPERTIES CARY ST		3,695		(3,695)	
WENN HOUSING PROJECT					
Bond Principal		884		(884)	
TOTAL WENN HOUSING PROJECT	39	884		(884)	
FUTURE TIF'S					
Bond Principal		-	162,000	162,000	
Bond Interest			102,000	102,000	
Auditing & Accounting		= <u>u</u>		#	
TOTAL FUTURE TIF'S			162,000	162,000	
TOTAL EXPENSES	58,335	1,658,537	2,609,692	1,020,617	3
- C	= 00,000	1,000,007	-,,	-11117	

CITY OF GRAND ISLAND
BALANCE SHEET FOR 2015 11 COMMUNITY REDEVELOPMENT AUTHOR / 09/01/2015 08:34 briansc FUND: 900

FUND: 900 COMMUNITY	COMMUNITY	Y REDEVELOPMENT	AUTHOR	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS	006 006 006	11110 111120 11305 14100	OPERATING CASH COUNTY TREASURER CASH PROPERTY TAXES RECEIVABLE NOTES RECEIVABLE LAND	-37,816.67	801,165.29 99,683.76 64,118.00 456,155.71 495,354.28
	E.	TOTAL ASSETS			1,916,477.04
LIABILITIES	006 006 006	22100 22400 22900 25315	LONG TERM DEBT OTHER LONG TERM DEBT ACCRUED INTEREST PAYABLE DEFERRED REVENUE-PROPERY TAX	0000	-427,150.65 -1,630,000.00 -6,850.52 -57,679.00
	E.	TOTAL LIABILITIES	55	00	-2,121,680.17
FUND BALANCE	0066	39107 39110 39112 39120 39130 39140 39500	BUDGETARY FUND BAL - UNRESERVD INVESTMENT IN FIXED ASSETS FUND BALANCE-BONDS UNRESTRICTED FUND BALANCE ESTIMATED EXPENUES ESTIMATED EXPENUES ESTIMATED EXPENSES REVENUE CONTROL EXPENDITURE CONTROL	.00 .00 .00 .00 .00 .20,518.43 58,335.10	368,355.00 -495,354.28 1,600,994.94 -843,884.99 2,241,337.00 -2,609,692.00 -1,715,089.79 1,658,537.25
	., .	TOTAL FUND BALANCE	NCE . ETHIN BALANCE	37,816.67	205,203.13
	, -		A TINI KA DANCE	/. 3 3 X /. Y	



## Wednesday, September 9, 2015 Regular Meeting

Item D1

**Bills** 

**Staff Contact: Chad Nabity** 

9-Sep-15

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 \$ 31.86

Lawnscape 408 E 2nd St \$ 70.00

Grand Island Independent \$ 16.01
Waind Properties, LLC 2222 W 2nd St \$ 92,608.00
Downtown GI Business Imp Dist 2224 W 3rd \$ 10,000.00
J Elizabeth Façade \$ 69,400.00

**TIF Bond Payments** 

TIF Pass Thrus

Mayer, Burns, Koenig & Janulewicz Legal Services \$ 180.00

Total:

\$ 172,305.87



### Wednesday, September 9, 2015 Regular Meeting

Item E1

**Committed Projects** 

**Staff Contact: Chad Nabity** 

COMMITTED PROJECTS	TOTAL AMOUNT	2015 FISCAL YR	2016 FISCAL YR	2017 FISCAL YR	ESTIMATED COMP
Gene McCloud - 2603 S Locust	\$94,490.00		\$94,490.00		2016
Federation of Labor - Ziller	\$ 60,000.00		\$ 60,000.00		
rederation of Labor - Ziller	\$ 60,000.00		\$ 60,000.00		2016
J Elizabeth LLC	\$ 69,440.00	\$ 69,440.00			2015
2222 W 2nd St - Ryan Waind	\$ 92,608.00	\$ 92,608.00			2015
Downtown BID	\$ 10,000.00	\$ 10,000.00			2015
Tower 217 (Amos Investment	\$ 291,581.00 \$ -	\$ 99,482.00	\$ 99,482.00		2017
	·				
Total Committed	\$ 618,119.00	\$ 271,530.00	\$ 253,972.00	\$ -	

FIRE & LIFE SAFETY GRANT	TOTAL AMOUNT	2015 FISCAL YR	2016 FISCAL YR	 ESTIMATED COMP
Federation of Labor - Tom Ziller	\$115,000		\$ 115,000.00	2016
Total Commited F&L Safety Grant	\$115,000		\$ 115,000.00	

Life Safety Budget \$ \$200,000.00

Remaining

Façade Budget \$ Remaining \$ 200,000.00

Other Projects \$ 175,000.00

Land - Budget \$ Remaining \$ 119,984.95

**Land Sales** 

 subtotal
 (\$100,000.00)

 \$ 594,984.95

 Less committed
 \$ 271,530.00

 Balance remaining
 \$323,454.95

CRA PROPERTIES					
Address	Purchase Price	Purchase Date	Demo Cost	Sta	tus
408 E 2 <sup>nd</sup> St	\$4,869	11/11/2005	\$7,500	Sur	plus
3235 S Locust	\$450,000	4/2/2010	\$39,764	Sur	plus
604-612 W 3rd	\$80,000	6/10/2015		Sur	rolus

August 31, 2015



### Wednesday, September 9, 2015 Regular Meeting

Item F1

2311 S Locust St

**Staff Contact: Chad Nabity** 

Island Inn.



## **Facade Improvement Program Application**

Proje	ect Redeveloper Information	
I.	Applicant Name: MMY Hospi tality LL	<u>C</u>
	Address: 2311 S Cocust	
	Telephone No.: 316 640 7525	
	Contact: Mike Bhalt	
II.	Legal Street Address of Project Site: 2311 S Lo Cust	
III.	Zoning of Project Site:	
IV.	Current and Contemplated Use of Project:	
v.	Present Ownership of Project Site: MMY Hosbitally	
VI.	Proposed Project: Describe in detail; attach plans and specifications:  Facacle - Exferior Paint Curb Ap	pral
	- LED extenor lights (Trivoio)  - En trance lobby breakfast (F  - Signage (attached)  - Trim / Shutler (attached)  - Exterior paint (attached)	nvoice)
VII.	Estimated Project Costs	
	Acquisition Costs:	
	A. Land \$	
	B. Building \$	

	Construction Costs:
	A. Renovation or Building Costs Attributable
	to Façade Improvements (attach detail):
	B. Other Construction Costs: (match) \$ 28 225
VIII.	Source of Financing:
	A. Developer Equity: \$
	B. Commercial Bank Loan: \$
	C. Historic Tax Credits:
	D. Tax Increment Assistance:
	E. Other (Describe)
IX.	Name & Address of Architect, Engineer and General Contractor:
	Webb & Co Architects, Grand Fsland NE
	- Masting Tile & wood
	- Sign
	Please see alfach ment
Х.	Project Construction Schedule:
	A. Construction Start Date: Jan 2015
	B. Construction Completion Date: Jan 2015
Finan	ing Request Information
I.	Describe Amount and Purpose for Which Façade Improvement Program Funds are Requested:
	Request \$ 56 900 for tacade Improvement
	Regnest \$ 28 225 Las match.

Thumllel

Exterior curb ap, lobby, entrance

	l Gap and Necessity for use of Façade Improvement Progra
Funds or Proposed Project:	to alfached
Trease	Ass posal
Application of Grant Funds:	
X'	Grant to Redeveloper; or Interest Rate Buy-Down

Post Office Box 1968

Grand Island, Nebraska 68802-1968

Phone: 308 385-5240

Fax: 308 385-5423

Email: cnabity@grand-island.com

Dated: 29th June 2015

To:

Chad Nabity, AICP Director, Planning Department

And CRA Board members

#### RE- Island Inn Grand Island NE

Dear Chad and CRA Members:

Currently **Island Inn Grand Island NE** is top rated Independent Hotel in Grand Island NE. Please review our proposal for **Island Inn Grand Island NE**.

We have enjoyed a great relationship with <u>Grand Island CIty</u> and look forward to collaborating on this proposal. Our vision is to provide ensuring good customer service and the delivery of optimum returns through development/remodeling, operational efficiencies and opportunities.

**Key Highlights:** 

 40 Years' experience of owing and running the business hands on with Civil, Industrial & Mechanical Engineering Background

Thanks for your time and the review and for creating exceptional business environment for everyone to thrive!!

Manish(Mike) Bhatt & Yogeshbhai (Yogi) Bhakta

### **CURRENT STATUS**

### Welcome to Island Inn

We have owned and managed the Island Inn since last year. Our mission is to provide a comfortable, clean, well maintained Inn at an affordable price. We take pride in our 24 hour knowledgeable desk clerks and good housekeepers.

### **Top Amenities**

Internet services, LCD TVs, WIFI

### Accomodation / Features

All rooms are non-smoking All rooms - no pets allowed

44 guest rooms
20 guest rooms at door parking
Our rooms with 1 king bed have a recliner
Our rooms with 1 queen bed have a recliner
Our rooms with 2 beds - have 2 queen beds or 2 long boy beds.
All rooms have LCD TV's

Free Grand Island Independent newspaper
Free local calls
Free high speed internet
Free breakfast rolls in the lobby from 6 am to 10 am
Free coffee, hot tea and hot chocolate in the lobby from 5 am to 10 pm

Each room has a refrigerator, hair dryer, phone with data port, tub and shower combination, remote color expanded cable TV (71 channels - HBO - ESPN), clock radio

Fax and copier service in office.

Iron and ironing board available at the office.

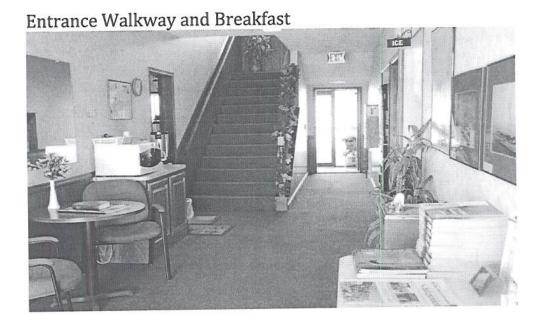
#### **EXECUTIVE SUMMARY**

This Hotel has exceptional and experienced Staff and a well maintained Property. Yet we continue to strive for growth in this business friendly environment in Grand Island, NE.

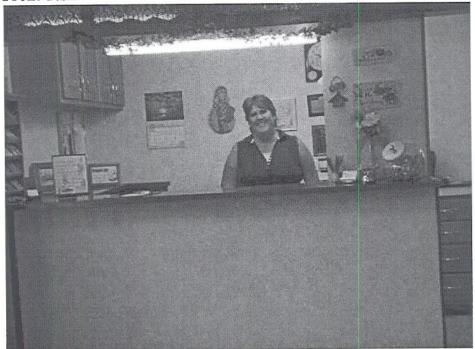
#### **About Grand Island NE**

Grand Island, Nebraska — a community with strong ties to our history and an even stronger focus on our future. Grand Island is the fourth largest city in Nebraska; and has a rich history reflected today in the stability of the community and the outstanding quality of life for its residents.

#### **Old Hotel Pictures**

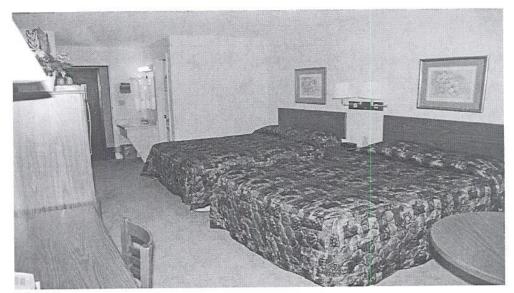


Front desk





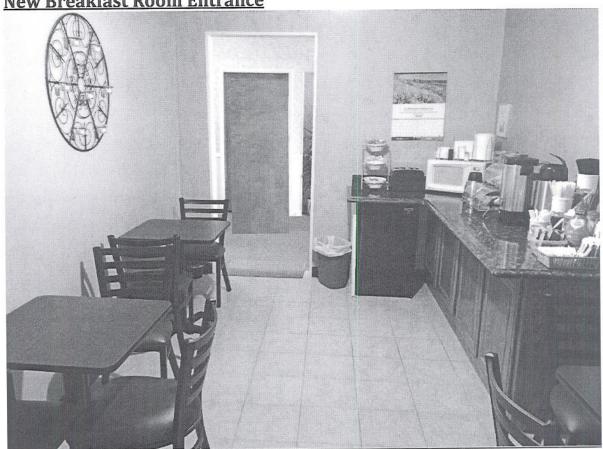




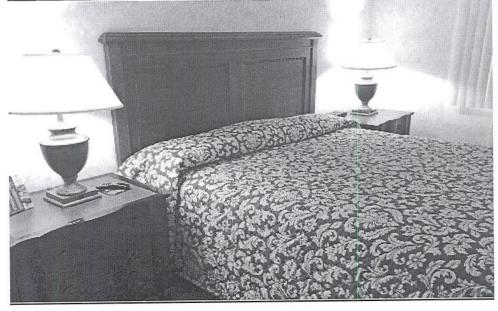
Old Room

### SOME WORK ALREADY COMPLETED .Please see pictures below

New Breakfast Room Entrance



New Beds and Décor





Front Entrances and Stairs and railing



## **ISLAND INN Proposal**

### Plan for Remodeling and Cost associated:

Timeline to complete the project from start to finish 4-5 months

## <u>A) Owner Investment Amount</u> (Completed & Qualify for Match)

- Exteriors Office Entrance, Front Desk and Breakfast area \$25500
  - a. Lobby Tiles, Granite, new desk
  - b. Breakfast Shelves, Granite, Tiles and Carpets
  - c. Entry Doors Easy access
  - d. Labor demolition and installations
- 2. Energy saving bulbs (exterior) \$2725
  - a. Exterior Flood Light 8 New ones LED -Roof points
  - b. Exterior lights walkways next to each door LED
  - c. Labor and wiring and welding where applicable

TOTAL Owner Investment Amount (Completed & Qualify for Match) = \$28225

# B) CRA FAÇADE APPLICATION AMOUNT (NOT DONE & ELIGIBLE)

- 3. Exterior Painting the building based on Architect drawings for curb appeal (includes all sides) \$28000
  - a. Power Wash
  - b. Caulk
  - c. Paint Doors
  - d. Paint Walls
- 4. Exterior Grill-\$3000
  - a. PTAC Grills on the outside exteriors
- 5. LED Color display \$14000
  - a. Exterior Columns LED Color Signage
  - b. Entry and Exit signs
  - c. Incl labor and material
- 6. PVC Exterior Casing and Vinyl Shutters \$ 11900
  - a. EXTERIOR SHUTTER AND TRIMS-
  - b. TRIMS 20 LOCATIONS
  - c. PVC Exterior Casing (3 TO 4 ") on Window in a Brick Wall
  - d. SHUTTER 20 LOCATIONS
  - e. Hang Vinyl Shutters on Brick Veneer
  - f. Drilling masonry and vinyl materials

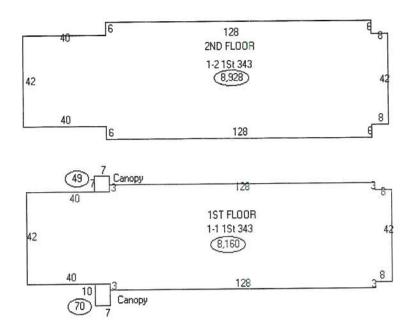
TOTAL CRA FAÇADE APPLICATION AMOUNT (NOT DONE & ELIGIBLE) = \$56900

# C) Remodeling Work Done but NOT Qualified in CRA application

Replace and Upgrade all 44 rooms' furniture's/carpets \$ 70000

TOTAL AMOUNT NOT QUALIFIED = \$ 70000

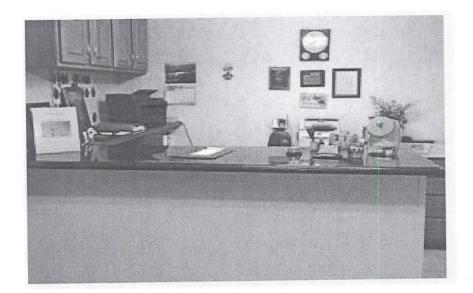
# **Property Sketch**



# Examples for Window and Shuter



## Front Desk with Granite and Tiles



745 FRANLIN AVE HASTINGS NE

# INVOICE

DATE: JUNE 17, 2015

TO:

Island Inn Grand Island NE FOR: FRONT DESK ENTRANCE ETC

DESCRIPTION	HOURS	RATE	AMOUNT
FRONT DESK LOBBY ENTRANCE AND PAINT FRONT DESK ENTRY DOORS FRONDESK GRILLS FRONT DESK LOBBY AND BREAKFAST (SHELVES AND GRANITE TOPS and carpet and tiles FRONT DESK GRANITE DESKTOPS Remove carpets from stairs Cleanings dirt and glue etc Install New Carpets Handrails	NA	NA	25500
		TOTAL	25500

Checks payable to HATSINGS TILE AND WOOD

745 FRANLIN AVE HASTINGS NE INVOICE

**DATE: JUNE 3, 2015** 

TO:

Island Inn

Grand Island NE

FOR:

Lights

DESCRIPTION	HOURS	RATE	AMOUNT
EXTERIOR FLOOD LIGHTS and EXTERIOR DOOR LIGHTS- flat rate (INCLUDES LABOR and Material)			
<ol> <li>Energy saving bulbs (exterior)         <ul> <li>Exterior Flood Light 8 New ones LED –</li> <li>Roof points</li> <li>Exterior lights walkways next to each door - LED</li> <li>Labor and wiring and welding where applicable</li> </ul> </li> </ol>			2725
Includes taxes			
		TOTAL	2725

Make all checks payable to HASTINGS TILE AND WOOD Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

745 FRANLIN AVE HASTINGS NE Quote

**DATE: JUNE 6, 2015** 

TO: Island Inn Grand Island NE

DESCRIPTION	HOURS	RATE	AMOUNT
INSTALL EXTERIOR SHUTTER AND TRIMS- (INCLUDES LABOR AND MATERIAL)  EXTERIOR INSTALL TRIMS 20 LOCATIONS  PVC Exterior Casing (3 TO 4 ") on Window in a Brick Wall  EXTERIOR INSTALL SHUTTER 20 LOCATIONS  Hang Vinyl Shutters on Brick Veneer MIN 12"  Drilling masonry and vinyl materials			11900
Includes taxes		TOTAL	11900

Make all checks payable to HASTINGS TILE AND WOOD Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

#### Contractor

North Dakota

# **ESTIMATE**

DATE: JUNE 9, 2015

TO: Island Inn

Grand Island NE

FOR: SIGNAGE

DESCRIPTION	HOURS	RATE	AMOUNT
(INCLUDES LABOR AND MATERIAL)  1. LED Color display a. LED Color Signage b. Entry and Exit signs  PROGRAMMABLE OUTDOOR FULL COLOR LED SIGN 60" X 72" P16 MM LED DISPLAY			14000
Includes taxes			14000

Make all checks payable to Contractor Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

745 FRANLIN AVE HASTINGS NE QUOTE

DATE: JUNE 6, 2015

TO:

Island Inn Grand Island NE FOR:

Exterior Grills

DESCRIPTION	HOURS	RATE	AMOUNT
Replace EXTERIOR Grills— (INCLUDES LABOR AND MATERIAL			
PTAC Grills on the outside exteriors			3000
	8		
Includes taxes			1/4/200
	-	TOTAL	3000

Make all checks payable to HASTINGS TILE AND WOOD Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

745 FRANLIN AVE HASTINGS NE



**DATE: JUNE 27, 2015** 

TO: Island Inn Grand Island NE

DESCRIPTION	HOURS	RATE	AMOUNT
(Includes labor and paint and material)  1. Exterior - Painting the building (includes all sides )  a. Power Wash  b. Caulk  c. Paint Doors  d. Paint Walls	NA	NA	28000
		TOTAL	28000

Checks payable to HASTINGS TILE AND WOOD Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.



# Community Redevelopment Authority (CRA)

# Wednesday, September 9, 2015 Regular Meeting

Item F2

3021 S Locust St

**Staff Contact: Chad Nabity** 



# Facade Improvement Program Application

Projec	t Redeveloper Information
I.	Applicant Name: RIGI HOSPI Fally LLC
	Address: 3021 South Locust St grand Island
	Telephone No.: (316) 640 7525 Mile Cell
	Contact: Milce Bhatt
II.	Legal Street Address of Project Site: 3021 5 Locust St.
III.	Zoning of Project Site: B 2
	n- 1-1
IV.	Current and Contemplated Use of Project:
2.,	· ·
v.	Present Ownership of Project Site: RIGI Hospitality LLC
VI.	Proposed Project: Describe in detail; attach plans and specifications:
	Install NEW Facade/Exterior Paint (See bid)
	Intall LED extresión (see invoia)
	no notel entrance (see hid)
	Do Frant break fast room, (obby etc (see bid)
	no extens light LED light
	Do exterior walkeway doors windows accessibility
	(see bid
	Please see affached invoices
VII.	Estimated Project Costs
	Acquisition Costs:
	A. Land \$
	B. Building \$

	Construction Costs:	
	A. Renovation or Building Costs Attributable	A server as a large con-
	to Façade Improvements (attach detail):	s 130450
	B. Other Construction Costs: (matching)	\$ 49325
VIII.	Source of Financing:	
	A. Developer Equity:	\$
	B. Commercial Bank Loan:	\$
	C. Historic Tax Credits:	\$
	D. Tax Increment Assistance:	\$
	E. Other (Describe)	\$
	w	
IX.	Name & Address of Architect, Engineer and General Contractor:  Webb & Co Architects, G	rand Island NE
	Hasting Tile & wood Laci Construction	
	ABVI Contracts	
	Please see Fro	ices & Quotes.
Х.	Project Construction Schedule:	
	A. Construction Start Date: July 2015	
	B. Construction Completion Date: Jan 2016	
Finan	cing Request Information	
I,	Describe Amount and Purpose for Which Façade Improvement Pr Requesting Facacle Timb Progra Requesting Match for work Com	
	For Front deale exterior Curb abbrals 1	Vew Signs Canoby etc.

Architect Costs, stair wells etc

				Façade Improvement Progr
Funds or Proposed	i Project:			
	See	altach	ed	Proposal
				. 1
	and the second s	a.p. (1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1		

Post Office Box 1968

Grand Island, Nebraska 68802-1968

Phone: 308 385-5240

Fax: 308 385-5423

Email: cnabity@grand-island.com

Dated: 30th June 2015

To:

Chad Nabity, AICP
Director, Planning Department

And CRA Board members

# RE- Remodeling Regency Inn of America Grand Island NE

Dear Chad and CRA Members:

It's a pleasure to work with your team of outstanding professionals. Please review our proposal for **Regency Inn of America Grand Island NE**. This proposal is based on solid background, with more than 40 years solid aggregate experience in owning and running hospitality businesses.

We have enjoyed a great relationship with <u>Grand Island CIty</u> and look forward to collaborating on this proposal. Our vision is to provide ensuring good customer service and the delivery of optimum returns through development/remodeling, operational efficiencies and opportunities.

### **Key Highlights:**

 40 Years' experience of owing and running the business hands on with Civil, Industrial & Mechanical Engineering Background

Thanks for your time and the review and for creating exceptional business environment for everyone to thrive!!

Manish(Mike) Bhatt & Yogeshbhai (Yogi) Bhakta

REGENCY INN GRAND ISLAND

#### CURRENT STATUS

# Regency Inn Of America

Offering free Wi-Fi and a cable TV with HBO in every room, this motel is 2 km from Fonner Park in Grand Island, Nebraska. A complimentary continental breakfast is provided each morning. A microwave and a refrigerator are included in every room at Regency Inn of America. Each air-conditioned room features an alarm clock.

A launderette is available to all guests of Grand Island Regency Inn of America.

#### **Top Amenities**

- Internet services, LCD TVs
- Pets allowed
- Free parking

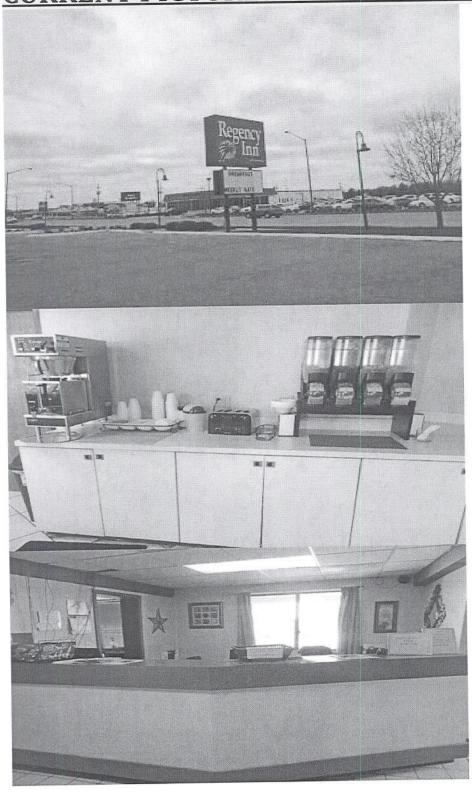
#### **EXECUTIVE SUMMARY**

This Hotel will get better under new Management and Exceptional Staff. There is a tremendous potential for growth due to its location and business friendly environment in Grand Island, NE.

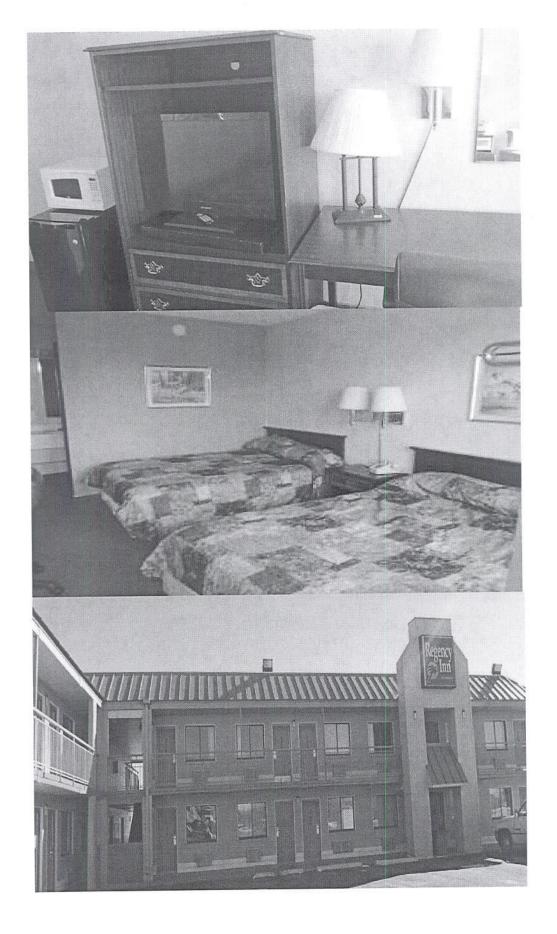
#### **About Grand Island NE**

Grand Island, Nebraska — a community with strong ties to our history and an even stronger focus on our future. Grand Island is the fourth largest city in Nebraska; and has a rich history reflected today in the stability of the community and the outstanding quality of life for its residents.

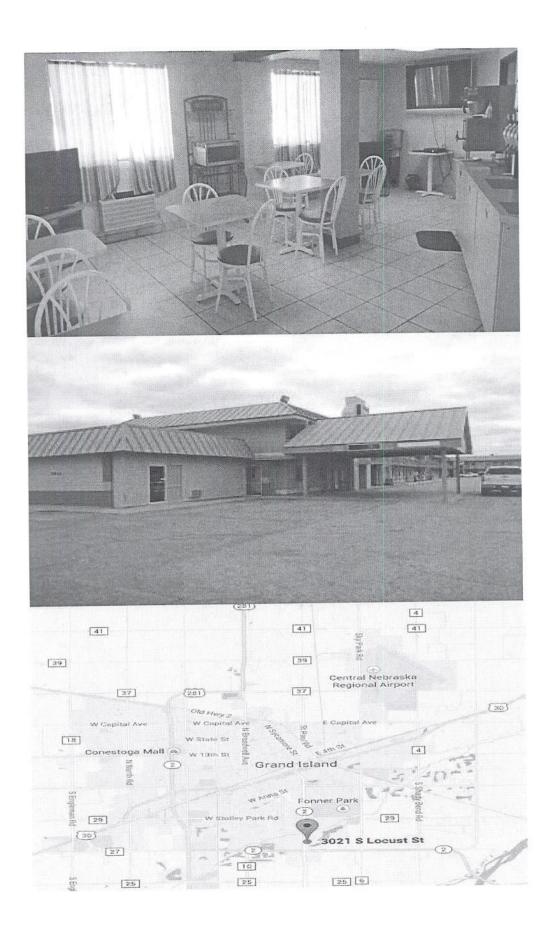
# **CURRENT PICTURES OF REGENCY INN**



REGENCY INN GRAND ISLAND



REGENCY INN GRAND ISLAND



REGENCY INN GRAND ISLAND

# **REGENCY INN Proposal**

#### Action plan for Remodeling and Cost associated:

Timeline to complete the project from start to finish 3-5 months

# A) Owner Investment Amount (Completed & Qualify for Match)

- 1. Exteriors Office Entrance, Front Desk and Breakfast area \$34500
  - a. Entry Doors Installation, Easy access
  - b. Lobby Tiles, Granite, new desk with Mosaic
  - c. Breakfast Shelves, Granite, Tiles and Carpets
  - d. Labor demolition and installations
- 2. Energy saving bulbs (exterior) \$5925
  - a. Exterior Flood Light 12 New ones LED -Roof points
  - b. Exterior lights walkways next to each door LED
  - c. Labor and wiring and welding where applicable
- 3. Stairwells all sections of building \$8900
  - a. Remove carpets from stairs
  - b. Cleanings dirt and glue etc
  - c. Install Metal plates on Steps
  - d. Welding
  - e. Non slip resistant paint of steps and handrails

TOTAL Owner Investment Amount (Completed & Qualify for Match) = \$49325

6

# B) CRA FAÇADE APPLICATION AMOUNT (NOT DONE & ELIGIBLE)

- Exterior Painting the building (includes all sides North/Side/East) for Curb Appeal \$30,000
  - a. Pillars/Columns
  - b. Steel Handrails
  - c. Doors/Walls
  - d. New shades of color for look that is warm and inviting. Check Drawings
  - e. Canopy
- Exterior Redesign Walkways (all sides) First and Second floor Balcony \$46000
  - a. Remove old carpet from the walkway
  - b. Remove dirt and glue etc
  - c. Commercial Concrete work (ranges from 0.5 to 6 inches)
  - d. Epoxy for non-slip & exterior match
  - e. Ramps for ADA access
- 6. Exterior \$6000
  - a. PTAC Grills on the outside exteriors
- 7. Brand New Signs and LED Color display \$25000
  - a. Exterior Columns –Name Change Signage (Americas Best value Inn & Suites)
  - b. Exterior Columns LED Color Signage
  - c. Entry and Exit ABVI signs
- 8. Exterior Parking Lot \$23450
  - a. Lot upgrade for Heavy Duty Vehicles
  - b. Entrances and Exit Points from Locust Street

TOTAL CRA FAÇADE APPLICATION AMOUNT (NOT DONE & ELIGIBLE) = \$130450

REGENCY INN GRAND ISLAND

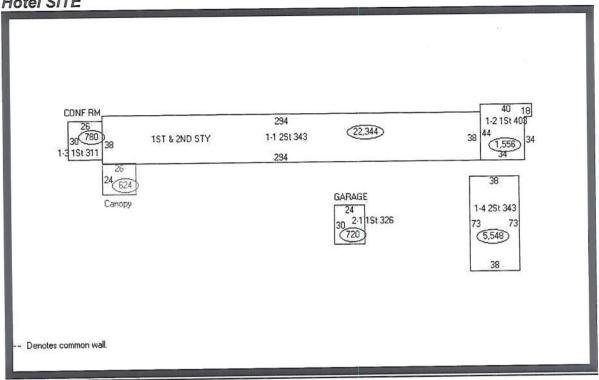
# C) Remodeling Work Done but NOT Qualified in CRA application

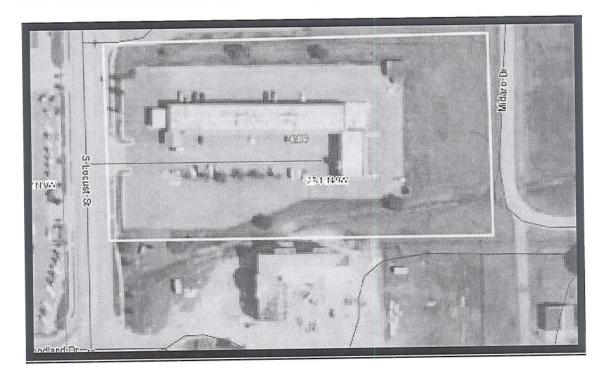
Replace and Upgrade all 105 rooms furnitures \$ 88000 Interior paint all Rooms \$29800 Misc Pool and Laundry rooms repairs \$14000

TOTAL AMOUNT NOT QUALIFIED = \$ 121000

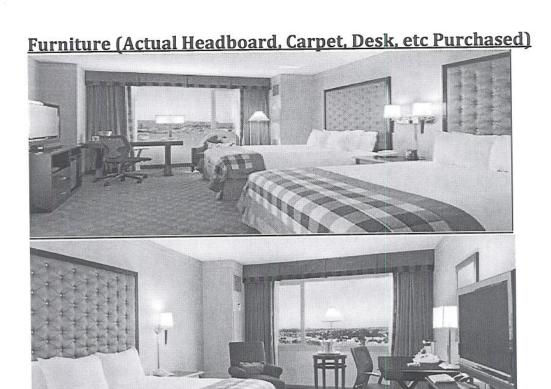
8

#### Hotel SITE





REGENCY INN GRAND ISLAND



<u>Example Only - One of the many Proposed Building Exterior Color</u> <u>Entrance Lobby, Front Desk Area etc</u>



11

745 FRANLIN AVE HASTINGS NE Quote

DATE: JULY 18, 2015

TO:

Regency Inn Grand Island NE FOR:

Exterior Building Paint

DESCRIPTION	HOURS	RATE	AMOUNT
EXTERIOR BUILDING PAINT – flat rate (INCLUDES LABOR, Boom lift, Sherwin Williams Paint, Power wash, Caulking, door paint, trims, rails )  Exterior - Painting the building (includes all sides North/Side/East)  a. Pillars/Columns  b. Steel Handrails  c. Doors/Walls  d. Canopy			30000
Color will be picked by Customer/Architect Drawings  Includes taxes			e
Iliciuues taxes			

Make all checks payable to HASTINGS TILE AND WOOD Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

745 FRANLIN AVE HASTINGS NE QUOTE

**DATE: JUNE 6, 2015** 

TO:

Regency Inn Grand Island NE FOR:

**Exterior Grills** 

DESCRIPTION	HOURS	RATE	AMOUNT
Replace EXTERIOR Grills— (INCLUDES LABOR AND MATERIAL  a. PTAC Grills on the outside exteriors			6000
Includes taxes		TOTAL	6000

Make all checks payable to HASTINGS TILE AND WOOD Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

745 FRANLIN AVE HASTINGS NE INVOICE

**DATE: JUNE 6, 2015** 

TO:

Regency Inn Grand Island NE FOR: Lights

DESCRIPTION	HOURS	RATE	AMOUNT
EXTERIOR FLOOD LIGHTS and EXTERIOR DOOR LIGHTS— flat rate INCLUDES LABOR and Material)  Energy saving bulbs (exterior)  a. Exterior Flood Light 12 New ones LED— Roof points  b. Exterior lights walkways next to each door— LED  c. Labor and wiring and welding where applicable			5925
Includes taxes			

Make all checks payable to HASTINGS TILE AND WOOD Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

745 FRANLIN AVE HASTINGS NE QUOTE

DATE: JUNE 27, 2015

TO:

STAIRCASE

Regency Inn Grand Island NE

DESCRIPTION	HOURS	RATE	AMOUNT
( Material and Labor)  1. Exterior - Parking Lot  a. Lot upgrade for Heavy Duty Vehicles  b. Entrances and Exit Points from Locust Street where new Signs go  c. Front Desk/Canopy at Guest Check in	NA	NA	23450
		TOTAL	23450

Checks payable to HASTINGS TILE AND WOOD Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

745 FRANLIN AVE HASTINGS NE

Grand Island NE

# INVOICE

**DATE: JUNE 17, 2015** 

TO:

FOR: FRONT DESK ENTRANCE ETC Regency Inn

DESCRIPTION	HOURS	RATE	AMOUNT
<ol> <li>Exteriors - Office Entrance, Front Desk and Breakfast area         <ul> <li>a. Entry Doors Installation, Easy access</li> <li>b. Lobby - Tiles, Granite, new desk with Mosaic</li> <li>c. Breakfast - Shelves, Granite, Tiles and Carpets</li> </ul> </li> <li>Labor - demolition and installations</li> </ol>	NA	NA	34500
		TOTAL	34500

Checks payable to HATSINGS TILE AND WOOD Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

#### **AMERICA BEST VALUE INN Contractor**

North Dakota

# **ESTIMATE**

**DATE: JUNE 6, 2015** 

TO:

Regency Inn Grand Island NE FOR: SIGNAGE

DESCRIPTION	HOURS	RATE	AMOUNT
Order and Install ABVI Signs—  (INCLUDES LABOR AND MATERIAL)  1. Brand New Signs and LED Color display  a. Exterior Columns –Name Change Signage  (Americas Best value Inn & Suites)  b. Exterior Columns - LED Color Signage  c. Entry and Exit ABVI signs			25000
PROGRAMMABLE OUTDOOR FULL COLOR LED SIGN 80" X 72" P16 MM LED DISPLAY			
Includes taxes		TOTAL	25000

Make all checks payable to AMERICA BEST VALUE INN Contractor Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

745 FRANLIN AVE HASTINGS NE

# INVOICE

DATE: JUNE 27, 2015

TO:

STAIRCASE

Regency Inn Grand Island NE

DESCRIPTION	HOURS	RATE	AMOUNT
( Material and Labor)  1. Stairwells all sections of building \$8900  a. Remove carpets from stairs  b. Cleanings dirt and glue etc  c. Install Metal plates on Steps  d. Welding  e. Non slip resistant paint of steps and handrails	NA	NA	8900
		TOTAL	8900

Checks payable to HASTINGS TILE AND WOOD Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

# **ESTIMATE**

DATE: JULY 15, 2015

TO: Regency Inn Grand Island NE

DESCRIPTION	HOURS	RATE	AMOUNT
Exterior Walkways - Redesign Walkways (all sides) First and Second floor Balcony \$46000  a. Remove old carpet from the walkway b. Remove dirt and glue etc c. Commercial Concrete work (ranges from 0.5 to 6 inches) d. Epoxy for non-slip & exterior match e. Ramps for ADA access	NA	NA	46000
		TOTAL	46000

Checks payable to LACI Construction

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.



# Community Redevelopment Authority (CRA)

# Wednesday, September 9, 2015 Regular Meeting

Item F3

1607 S Locust St

**Staff Contact: Chad Nabity** 



## **Facade Improvement Program Application**

#### **Project Redeveloper Information**

I. Applicant Name: Bosselman Real Estate, LLC

Address: 3123 W. Stolley Park Road, PO Box 4905, Grand Island, NE 68802-4905

<u>Telephone:</u> 308-382-5501 ext. 147

Contact: Gus Patsios

II. Legal Street Address of Project Site: 1607 South Locust Street, Grand Island, NE

III. Zoning of Project Site: Blighted 03 Commercial Parcel #400130572

IV. <u>Current and Contemplated Use of Project:</u> Former Skagway grocery store which closed operations on May 7, 2015. Renovation and development of existing building for relocation of Bosselman corporate headquarters class "A" office space

V. Present Ownership of Project Site: Grand Island Associates LLC

An Illinois LTD Liability Co. 16619 S. Manchester Rd. Tinley Park, IL. 60477

VI. Proposed Project: Describe in detail; attach plans and specifications: The former Skagway building located at 1607 South Locust Street is comprised of 10.11 acres with 73,313 square feet under roof. The existing building is brick parameter with steel internal structure. Bosselman Real Estate, LLC proposes a complete renovation of the existing Skagway building including exterior windows, new façade, paint, roof, HVAC, interior demolition, site beautification and construction to convert the structure to a class A, state-of-the-art corporate office. The current façade will be completely removed and replaced with new branding to include Bosselman signage, awnings, paint, lighting, windows and water feature. Exterior amenities will include secure parking with site lighting, new asphalt overlay and landscaping. (see attached elevation drawings)

#### VII. Estimated Project Costs

#### **Acquisition Costs:**

A. Land \$ 578,000 B. Building \$1,122,000

#### **Construction Costs:**

A. Renovation or Building Costs Attributable to Façade Improvements

\$ 528,037

B. Other Construction Costs: Remaining project costs estimated at \$8,451,963 million dollars

#### VIII. Source of Financing:

A. Developer Equity:

B. Commercial Bank Loan:

C. Historic Tax Credits:

D. Tax Increment Assistance:

E. Other (Describe)

\$ 2.00 million

\$ 7.23 million

\$ N/A

\$ 0

\$ 0

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

Architect: Ryan Sterns

Hewgley and Associates

702 S. Bailey

North Platte, NE 69101

308-534-4983

General Contractor: Matt Krieser

Bosselman Administrative Services, Inc. 3123 W. Stolley Park Road, PO Box 4905

Grand Island, NE 68802 308-382-5501 ext. 170

#### X. Project Construction Schedule:

A. Construction Start Date: 10/15/2015
 B. Construction Completion Date: 10/1/2016

#### **Financing Request Information**

I. Describe Amount and Purpose for Which Façade Improvement Program Funds are Requested: Bosselman Real Estate, LLC is requesting \$300,000 in façade improvement program funds for the engineering, design, demolition, renovation, and facade installation for the new corporate headquarters of the Bosselman Retail Companies. Façade includes north and west sides of the existing structure. A new electronic monument sign would be constructed along south locust street

II. Statement Identifying Financial Gap and Necessity for use of Façade Improvement Program Funds or Proposed Project:

Project Line Items Projected Cost

Demolition of current façade	\$25,325.00	
Substructure for new façade	\$63,820.00	
New façade expense	\$266,509.00	
New façade installation	\$93,278.00	
Design of new façade	\$22,446.00	
Engineering of new façade	\$8,159.00	
Monument Signage	\$48,500.00	
TOTAL	\$528,037.00	

## III. Application of Grant Funds: Grant to Redeveloper

Northeast Side Facade



Northwest Side Facade



Northwest Front Facade



West Front Facade

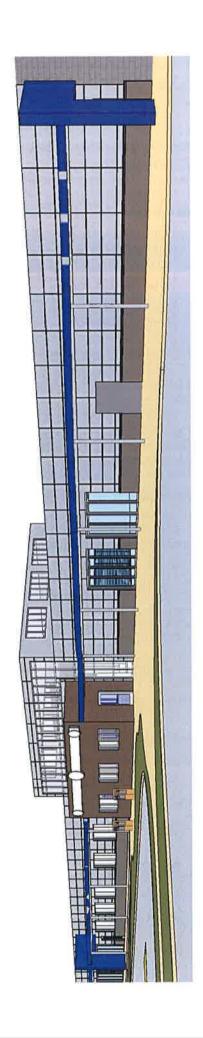


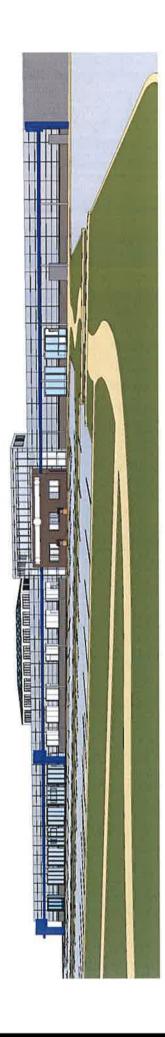
South Locust Monument Sign (example)

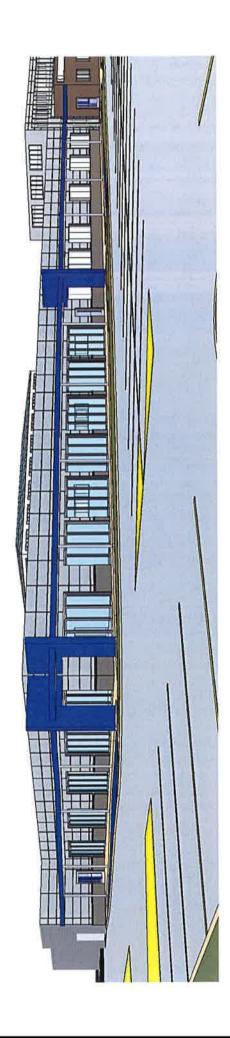


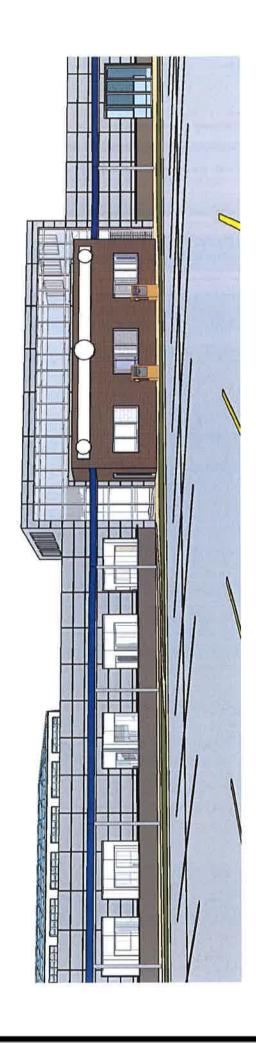
Skagway South













## Wednesday, September 9, 2015 Regular Meeting

Item F4

116 E 3rd St



### **Façade Improvement Program Application**

### **Project Redeveloper Information**

I.	Applicant Name: Wing Properties	
	Address: 120 East 3 <sup>rd</sup> St.	
	Telephone No.: (308) 398-2500	
	Contact: Dean Pegg	
II.	Legal Street Address of Project Site: 116 East 3rd	
III.	Zoning of Project Site: Commercial	
IV.	Current and Contemplated Use Of Project: Clothing Store	
V.	Present Ownership of Project Site: Wing Properties	
VI.	Proposed Project: Describe in detail; attach plans and specifications:  See Attached	
		-
VI.	Estimated Project Costs:	
	Acquisition Costs:	
	A. Land	\$
	B. Building	\$ 90,000

	Construction Costs:		
	A. Renovation or Building Costs Attributable		
	to Façade Improvements (attach detail):	\$ 68,132	
	B. Other Construction Costs:	\$ 65,000	
VIII.	Source of Financing:		
	A. Developer Equity:	\$ 223,132	
	B. Commercial Bank Loan:	\$	
	C. Historic Tax Credits	\$	
	D. Tax Increment Assistance:	\$	
	E. Other (Describe:)	\$	
IX.	Name, Address of Architect, Engineer and General Contractor:		
	General Contractor: Amos Anson, Empire Development, PO Box 1665 Grand Island NE 68802 308-390-455  Architect: Marv Webb, AIA, Webb and Company Architects, Inc. 387 North Walnut Grand Island NE 68801		
	Admitted. Many Webb, AdA, Webb and Company Admitteds, Inc. 367	TOTAL Wallite Grand Island IVE 00001	
X.	Project Construction Schedule:		
	A. Construction Start Date: <u>Upon CRA Façade A</u>	approval	
	B. Construction Completion Date: 2015		
	-		
FINA	NCING REQUEST INFORMATION		
$\mathbf{I}_*$	Describe Amount and Purpose for Which Façade	Improvement Program funds is	
	Requested: The amount of Façade dollars being asked for is \$68,132. These funds		
	will be used to renovate the front of the east buildi	ing of the former Williamson's	
	Interior building.		

Statement Identifying Financi	ial Gap and Necessity for use of Façade
	for Proposed Project: The new tenant (Sprites
	outh Locust St. The new space will need to be
	om the other buildings to comply with today's
	e ADA and life safety improvements are very
	the façade of the building, thus the costly
renovation.	
Application of Grant Funds:	
Application of Grant Funds:	
Application of Grant Funds:	Grant to Redeveloper; or

Post Office Box 1968

Grand Island, Nebraska 68802-1968

Phone: 308 385-5240

Fax: 308 385-5423

Email: cnabity@grand-island.com

Permits/ Interest	\$1,400
Carpentry	\$10,180
Demo	\$2,600
Materials	\$10,496
Architect	\$1,500
Signage	\$1,500
Tile	\$3,500
Glass	\$25,600
O&P	\$11,355
Total	\$68,132



## Wednesday, September 9, 2015 Regular Meeting

Item F5

110-114 E 3rd St



## **Façade Improvement Program Application**

### **Project Redeveloper Information**

I.	Applicant Name: Wing Properties	
Address: 120 East 3 <sup>rd</sup> St		
	Telephone No.: (308) 398-2500	
	Contact: Dean Pegg	
II.	Legal Street Address of Project Site: 110-114 East 3rd	
III.	Zoning of Project Site: Commercial	
IV.	Current and Contemplated Use Of Project: Main retail, 2 <sup>nd</sup> office a residential	and/or
V.	Present Ownership of Project Site: Wing Properties	
VI.	Proposed Project: Describe in detail; attach plans and specification.  The main floor store fronts will be divided into smaller and thereforented retail spots. The upper floors will be renovated to accommon combination of residential and office space, or be fully used for eight purpose.	ore more easily
VI.	Estimated Project Costs:	
	Acquisition Costs:	
	A. Land	\$
	B. Building	\$135,000

	Construction Costs:		
	A. Renovation or Building Costs Attributable		
	to Façade Improvements (attach detail):	\$ 167,016	
	B. Other Construction Costs:	\$ 400,000 +	
VIII.	Source of Financing:		
	A. Developer Equity:	\$ 302,016	
	B. Commercial Bank Loan:	\$400,000 +	
	C. Historic Tax Credits	\$	
	D. Tax Increment Assistance:	\$	
	E. Other (Describe:)	\$	
IX.	Name, Address of Architect, Engineer and General Contra	ootor:	
171,	General Contractor: Amos Anson, Empire Development, PO Box 1665 Grand Isla		
	Architect: Marv Webb, AIA, Webb and Company Architects, Inc. 387 North Walnut Grand Island NE 68801		
	1	=1	
X.	Project Construction Schedule:		
	A. Construction Start Date: Q1 2016		
	B. Construction Completion Date: <u>Q4 2016</u>	_	
FINA	NCING REQUEST INFORMATION		
I.	Describe Amount and Purpose for Which Façade Improve	ement Program funds is	
	Requested: The amount of Façade dollars being asked for	is \$167,016. These	
	funds will be used to renovate the front of the west and ce	nter building of the	
	former Williamson's Interior building.		

• •	ial Gap and Necessity for use of Façade for Proposed Project: As with the first application
	e ADA compliant and be separated from the o
1 100 100 100 100 100 100 100 100 100 1	ay's fire codes. The combination of the ADA
	costly and will necessitate removing the faça
	renovation. In addition, this phase of the proje
require substantially more car	pital investment due to the upper level renova
Application of Grant Funds:	
Application of Grant Funds:	
Application of Grant Funds:	Grant to Redeveloper; or

Post Office Box 1968

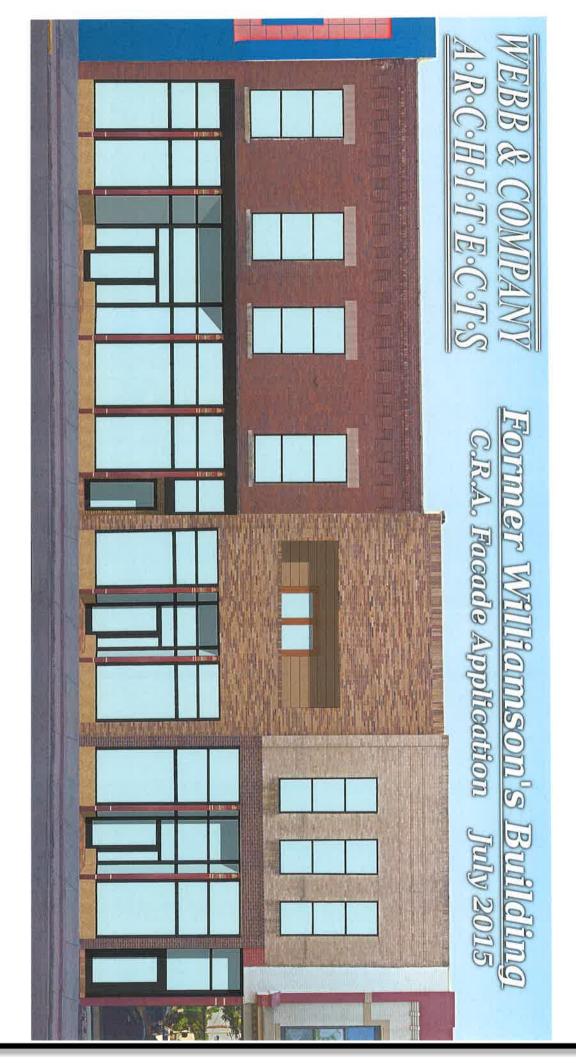
Grand Island, Nebraska 68802-1968

Phone: 308 385-5240

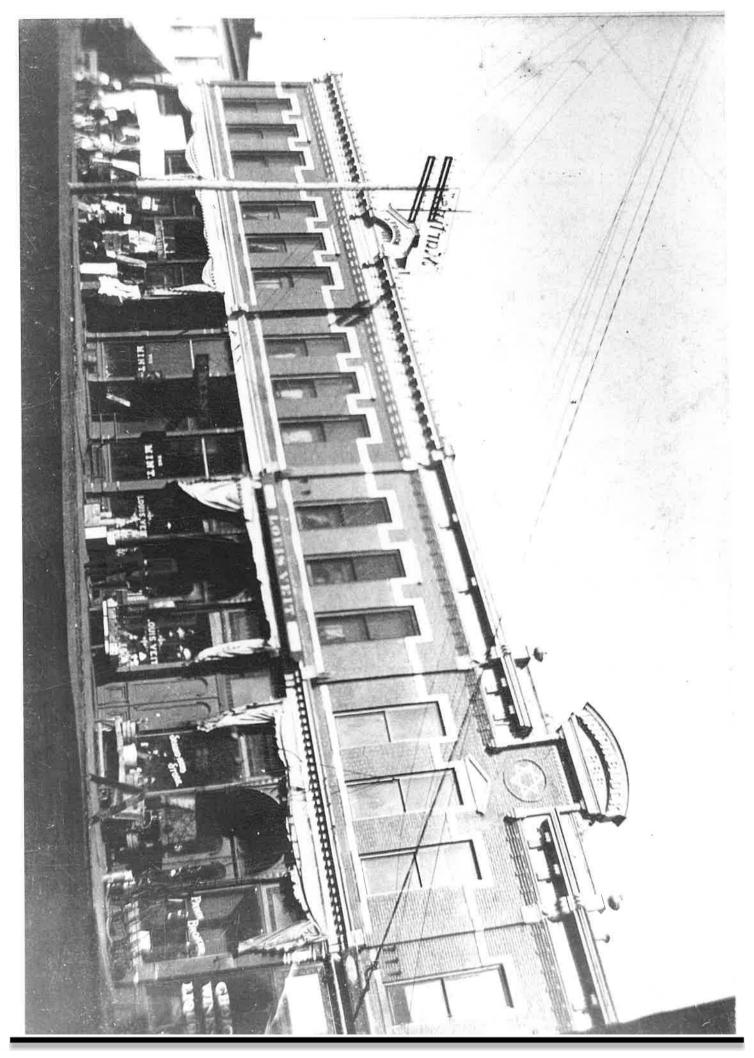
Fax: 308 385-5423

Email: cnabity@grand-island.com

Permits/ Interest	\$2,300
Carpentry	\$22,160
Demo	\$5,200
Materials	\$25,570
Architect	\$750
Signage	\$2,500
Tile	\$7,900
Glass	\$72,800
O&P	\$27,836
Total	\$167,016









## Wednesday, September 9, 2015 Regular Meeting

Item F6

1201 S Locust St

#### CRA Façade Improvement Program Application August 14, 2015

#### Project Redeveloper Information

I. Applicant Name: Zoul Properties as agent for Three Circle Irrigation, Inc

Address: 404 S. Webb Road

Telephone No.: 308-382-4247

Contact: Zachary Z. Zoul; zacharyzoul@hospitalityadvisorsgroup.com

- II. Legal Street Address of Project Site: 1201 South Locust Street. Fonner View Center
- III. Zoning of Project Site: B2 General Business. Arterial Commercial Overlay
- IV. Current and Contemplated Use of Project: Fonner View Center –Retail Center
- V. Present Ownership of Project Site: Three Circle Irrigation, Inc
- VI. Proposed Project: Describe in detail; attach plans and specifications:

The Fonner View Center is located at one of the most prominent and heavily trafficked areas in Grand Island and one of the primary intersections along the South Locust corridor. It is adjacent to Fonner Park, the Nebraska State Fair, and the Island Oasis Water Park. As one of the original remaining commercial structures on South Locust Street, it has long been a mainstay commercial center with its landmark giant size Steer. The façade is aged, dated, and substandard. It dates back almost 40 years.

The proposed Façade Improvement Project consists of a complete overhaul of the west and north exterior elevations of the Center consisting of Two Phases. The "SketchUp" design drawing shows the completion of both Phases I & II.

**Phase I** includes removing all the sloped wood roof shingles, replace with metal roof panels and a metal front fascia with matching gutters. Also the columns will have a cultured stone base and a "carpenter style" tapered column cover (HardiPanel) up to the underside of the existing beam. The existing wainscot brick wall will be covered with the same cultured stone. This Phase I will include raising the roof pediment 12". This will include adding a stepped and arched pediment at various locations along the roof edge with a new stucco finish. Some of the existing large tenant signs will stay in place, like Texas T-Bone restaurant.

**Phase II** includes a new metal channel with a neon tube to provide color accent at the edge of the raised roof pediment. The existing wall siding will be changed to the "HardiPanel" horizontal siding. The existing soffit will be replaced with new "Rollex" aluminum soffit

CRA Façade Application – Fonner View Center

Page 1 of 4

material. These design upgrades will enhance the public façade of the Fonner View Center and make an over improvement of the South Locust Business Neighborhood.

#### VII. Estimated Project Costs

**Acquisition Costs:** 

A. Land \$0

B. Building \$300,000.00

**Construction Costs:** 

A. Renovation or Building Costs Attributable

to Façade Improvements (attach detail): \$ 100,000.00

B. Other Construction Costs: \$200,000.00

VIII. Source of Financing:

A. Developer Equity \$210,000.00

B. Commercial Bank Loan: \$0

C. Historic Tax Credits \$0

D. Tax Increment Financing \$0

E. Other (Describe: Façade Improvement Grant) \$90,000.00

#### IX. Name and Address of Architect, Engineer and General Contractor:

Architect:

Marvin Webb, AIA Webb & Company Architects, Inc 387 North Walnut Street Grand Island, Nebraska 68801 308-381-8013 wcaarch@hamilton.net

General Contractor:

Todd Enck

T.C. Enck Builders

Grand Island, Nebraska

308-380-1041 tenck@tcenck.com

CRA Façade Application – Fonner View Center

Page 2 of 4

#### X. Project Construction Schedule:

A. Construction Start Date: 10/15/15

B. Construction Completion Date: 12/31/15

#### Financing Request Information

- I. Describe Amount and Purpose for which Façade Improvement Funds are requested: The Fonner View Center is requesting grant funds in the amount of \$100,000 to enable the designed façade improvements to be undertaken.
- II. Statement Identifying Financial Gap and Necessity for use of Façade Improvement Program for Proposed Project:

The Fonner View Center is one of the oldest and largest retail commercial centers along the South Locust Street corridor. Due to the age and condition of the building, the Owner has reinvested significant funds in the Center in recent years including roof repair, HVAC replacements in most of the units, new floor coverings, wall coverings, electrical upgrades, and plumbing upgrades. The façade is a product of the original building design and its current configuration and design dates back to 1980. This is one of the last large scale properties and buildings along the South Locust Corridor which has not been rehabilitated. The age of the building has required the Owner to focus on interior infrastructure improvements. This has not allowed funding for façade improvements.

The appearance and overall condition of the façade gives the Center the appearance of being substandard and blighted despite housing quality retail spaces. This has made it difficult to attract two tenants. There are currently two vacant spaces in the Center each consisting of 4,000 square feet. Recent discussions with prospective tenants have resulted in an ability to lease the spaces assuming an upgrade of the façade. Façade improvements are also integral to retaining the existing tenants.

The Center has experienced rate and occupancy strains associated with the ongoing migration of businesses, especially general merchandise and restaurants to the west Grand Island retail corridor. The improvement of the Center's façade is viewed as critical to retaining existing businesses and attracting new tenants to the vacant spaces.

Of all of the buildings along the South Locust Corridor, the Fonner View Center is seen as having the greatest need to an overhaul. Renovating the façade as proposed with reinvigorate the Center and give it new life as an attractive and viable retail Center.

III. Application of Grand Funds: \$90,000 Grant to the Redeveloper; or

n/a Interest Rate Buy-down.

CRA Façade Application – Fonner View Center

Page 3 of 4

#### Fonner View Center Renovation Project

#### **Construction Costs:**

Interior	units floo	or coverings	\$25,000
IIIIGHOI	umis mod	n coverings	\$\alpha \cdot \cdo

Interior units wall coverings \$15,000

HVAC Replacements \$50,000

Exterior Vestibule Construction \$10,000

Parking Lot \$50,000

Plumbing and Kitchen Renovations \$50,000

Façade Improvements – Phase I \$100,000











## Wednesday, September 9, 2015 Regular Meeting

Item H1

**TIF Contract** 

#### REDEVELOPMENT CONTRACT

THIS REDEVELOPMENT CONTRACT (the "Contract") is entered into between the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA**, ("Authority"), and **BOSSELMAN REAL ESTATE, LLC**, a Nebraska limited liability company and its successors and assigns ("Redeveloper").

#### **RECITALS**

- A. The City has undertaken a program for the redevelopment of blighted and substandard areas in the City of Grand Island, Nebraska. As part of that program the City has prepared and approved the City of Grand Island Redevelopment Plan Amendment for the Grand Island CRA Area 2 ("Redevelopment Plan"), a copy of which is on file in the Office of the City Clerk of the City ("City Clerk"). The Redevelopment Plan has been adopted in compliance with the Nebraska Community Development Law codified at *Neb. Rev. Stat* §§18-2101 through 18-2154 (the "Act").
- B. The Redevelopment Plan calls for the Authority to support Redeveloper's acquisition and redevelopment efforts on real estate to be acquired by the Redeveloper which is legally described on <u>Exhibit "A"</u> attached hereto and incorporated herein by this reference ("Redeveloper Property").
- C. The Redevelopment Project area incorporates all of the Redeveloper Property as shown on Exhibit "A" attached hereto and incorporated herein by this reference ("Project Site").
- D. Neb. Rev. Stat. § 18-2103(12) (Reissue 2012) authorizes the Authority to carry out plans for a program of acquisition, and rehabilitation of buildings and other improvements in connection with redevelopment of the Project Site and to pay for the same from TIF Proceeds (as defined herein). The Redeveloper intends to utilize the TIF Proceeds from the Project Site to pay for the Project Site acquisition, planning, rehabilitation and other Redevelopment Project Costs.
- E. *Neb. Rev. Stat.* § 18-2107 (Reissue 2012) authorizes the Authority to enter into contracts with redevelopers of property containing covenants and conditions regarding the use of such property as the Authority may deem necessary to prevent the recurrence of substandard and blighted areas.
- F. Redeveloper is willing to enter into this Contract and implement a three phase redevelopment of the Project Site. As part of the first phase, the Redeveloper intends to invest approximately Nine Million Two Hundred Sixty Six Thousand Dollars (\$9,266,000) in the redevelopment of the Project site which includes. Phase one will result in the acquisition of the Project Site, planning for redevelopment, utility extension and revision and rehabilitation of structures in the construction of a multi-function building which will include corporate offices as generally shown on the Site Plan attached hereto as Exhibit "B" ("Phase 1"). As part of phase two of the redevelopment the Redeveloper intends to construct a hotel with convention and meeting room areas with an additional investment of approximately Nine Million Two Hundred Thirty Thousand Dollars (\$9,230,000) ("Phase 2"). As part of phase three of the redevelopment the Redeveloper intends to construct a commercial office building with an

additional investment of approximately One Million One Hundred Fifty Thousand Dollars (\$1,150,000) ("Phase 3"). The acquisition and construction are sometimes referred to as the "Private Improvements".

- G. In order to help remove blight and substandard conditions and improve conditions in an economically underutilized area, the Authority is willing to enter into this Contract and to utilize TIF Proceeds to fund the partial cost of Project Site acquisition in order to induce the Redeveloper to undertake the Private Improvements as set forth in Paragraph 13 below ("Private Improvements").
- H. The Private Improvements on the Project Site comprise the three phase Redevelopment Project and are collectively known as the "Redevelopment Project Improvements". The costs of the Redevelopment Project Improvements are collectively known as the "Redevelopment Project Costs" and are shown on the Sources and Uses of Funds in Exhibit "C", which is attached hereto and incorporated herein by this reference. The Authority and Redeveloper agree that assistance with the cost of Project Site acquisition, planning and rehabilitation is deemed essential to the rehabilitation of the Project Site for a multi-unit retail development and related uses and the Redevelopment Project would not be economically feasible without it.
- I. The Authority is willing to support the above described redevelopment of the Project Site in accordance with the Redevelopment Project; provided that, Redeveloper is willing to agree to covenants and conditions regarding compulsory maintenance and upkeep of the Private Improvements to prevent a recurrence of substandard and blighted conditions.
- J. In accordance with §18-2147 of the Act and the terms of the Resolution approving this Redevelopment Contract and providing for the issuance of the TIF Note described herein, (the "Resolution"), the Authority hereby provides that any ad valorem tax on the Project Site for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision, which shall be January 1, 2017. Said taxes shall be divided as follows:
  - That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the Redevelopment Project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and
  - That portion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the County Assessor and County

Treasurer and all ad valorem taxes upon taxable real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

Said provision is hereinafter referred to as the "Ad Valorem Tax Provision."

- K. Neb. Rev. Stat. §18-2107 and §18-2150 (Reissue 2012) authorize the Authority to contract with private parties in order to accomplish acquisition and redevelopment of the Project Site in accordance with the Redevelopment Plan. In order to fund said acquisition and redevelopment of the Project Site, the Authority intends to issue tax increment financing indebtedness instrument or instruments in taxable series (the "TIF Note/s") to be repaid with the tax increment revenues generated under the Ad Valorem Tax Provision ("TIF Tax Revenues").
- L. The Authority and Redeveloper desire to enter into this Contract to implement the Redevelopment Project for the above purposes and in accordance with the Redevelopment Plan.
- M. The Authority and Redeveloper mutually agree that the redevelopment of the Project Site is in the vital and best interest of the City and is in furtherance of the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable laws and requirements under which the Redevelopment Plan has been undertaken.

NOW, THEREFORE, in consideration of the above recitals which are hereby made part of this Contract and of the mutual covenants contained herein the parties do agree as follows:

- 1. <u>Design Documents.</u> Redeveloper will prepare a preliminary exterior Schematic Concept Design Plan (hereinafter "Design Documents") for the Project Site and the same shall be submitted to and reviewed by the City. Redeveloper shall submit any material changes in the Design Documents as approved to the City for review and approval.
- 2. <u>Construction Documents.</u> The Redeveloper shall prepare or cause to be prepared, at Redeveloper's expense, detailed final construction plans and specifications for the Redevelopment Project Improvements on the Project Site (hereinafter "Construction Documents"). Redeveloper shall submit such Construction Documents for the Private Improvements to the City for review and approval; provided that review and approval shall be limited to the design and type of materials to be used for the facade of the Private Improvements and to assure the Private Improvements meet the City's design standards. The City shall approve or reject the Construction Documents for the Private Improvements within ten (10) days after receipt thereof.
- 3. Construction of Redevelopment Project Improvements; Construction of Private Improvements. The Redeveloper shall at its own cost and expense, construct the Private Improvements substantially in conformance with the Design Documents. Redeveloper agrees to use commercially reasonable efforts to substantially complete construction of the Private Improvements, as provided for in Paragraph 9 below and to pay in a timely manner Redeveloper's contractor, its subcontractors who performed labor or applied materials performed or used in the prosecution of the Private Improvements as provided for in Paragraph 5 below. Promptly after completion of the Private Improvements for each phase and promptly after the Redeveloper provides the Authority the proper documentation that Redeveloper's subcontractors who performed labor or applied materials performed or used in the prosecution of such Private Improvements have been properly paid in accordance with all the provisions of this Contract, the

Authority shall, upon request by the Redeveloper, furnish a Certificate of Completion for the applicable phase, the form of which is shown on <a href="Exhibit" D">Exhibit "D"</a>, which is attached hereto and incorporated herein by this reference ("Certificate of Completion"). Such certification by the Authority shall be a conclusive determination of satisfaction of the requirements and covenants in this Contract with respect to the obligations of Redeveloper to construct its Private Improvements for the applicable phase. Each Certificate of Completion shall be recorded by the Authority in the office of the Register of Deeds for Hall County, Nebraska. If the Authority shall refuse or fail to provide the certification in accordance with the provisions of this paragraph after being requested to do so by Redeveloper, the Authority shall, within fifteen (15) days after written request by Redeveloper, provide Redeveloper with a written statement indicating in what respect Redeveloper has failed to complete its Private Improvements subject to each such certification in accordance with the provisions of this Contract and what measures or acts will be necessary, in the opinion of the Authority, for Redeveloper to take or perform in order to obtain such certification. As used herein, the term "completion" shall mean substantial completion of the Private Improvements or a phase thereof, as applicable, so that they may be reasonably used for their intended purposes.

- 4. <u>Cost Certification</u>. The Redeveloper shall submit authentic documentation to the Authority on approved forms or format for payment of any expenses related to site acquisition and other Redevelopment Project Costs. The Redeveloper shall timely submit a copy of the signed closing statement for the acquisition of the Project Site, or proof of payment for such site concurrently with the request for payment of Site Acquisition costs. The parties acknowledge that the site acquisition costs will exceed the TIF Proceeds of the TIF Note.
- 5. Penal Bond and Insurance. Pursuant to *Neb. Rev. Stat.* §18-2151, Redeveloper shall furnish or cause to be furnished to the Authority, prior to commencement of construction of the Redevelopment Project Improvements, a penal bond in an amount of Twenty Five Thousand and No/100 Dollars (\$25,000) with a corporate surety authorized to do business in the State of Nebraska. Such penal bond shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor, its subcontractors who performed labor or applied materials performed or used in the prosecution of the Private Improvements. Proof of such penal bond shall be supplied to the Authority prior to the start of construction of the Redevelopment Project Improvements.

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

6. <u>Indemnification.</u> Redeveloper agrees to indemnify, defend and hold the City and the Authority harmless from any and all sums, costs, expenses, damages, claims, judgments, settlements, litigation costs, attorney and professional fees contracted, incurred or paid by the

Authority, to the extent the same results from a failure of Redeveloper, its contractor or subcontractors to make payments of all amounts lawfully due to all persons who performed labor or applied materials performed or used in construction of the Redevelopment Project Improvements.

- 7. <u>Duty to Maintain Improvements.</u> Redeveloper shall, following construction, operate the Private Improvements in a safe and sanitary manner and shall take all action necessary to maintain, in good order, condition and state of repair, all interior and exterior portions of all buildings located upon the Redeveloper Property, including the routine preventive maintenance of the building and its service facilities such as the wiring, plumbing, heating and air conditioning systems, interior insect treatment, and all glass including plate glass, exterior doors and automatic doors.
- 8. <u>Construction Administration.</u> Redeveloper shall be responsible for all components of the Redevelopment Project Improvements, including construction management, coordination of contractors and regulatory permitting and other requirements. The Redeveloper will be solely responsible for payment of all construction costs attributable to the Redevelopment Project Improvements regardless of any expectation for reimbursement hereunder.
- 9. <u>Timing of Construction.</u> Redeveloper will use commercially reasonable efforts to complete Phase 1 of the Private Improvements within eighteen (18) months following the Authority's execution of this Contract, to complete Phase 2 of the Private Improvements within twenty-four (24) months following the Authority's execution of this Redevelopment Contract and to complete Phase 3 of the Private Improvements within thirty-six (36) months following the Authority's execution of this Redevelopment Contract (each period subject to any excusable delay permitted by Paragraph 25 hereof).
- 10. Payment of Funds. In order to support redevelopment of the Project Site and as an inducement for the Redeveloper to construct the Redevelopment Project Improvements, the Authority agrees, to the extent allowed by law and then only to the extent funds are lawfully available from the issuance of the TIF Notes ("TIF Proceeds") as shown in Exhibit "C", to fund the costs of the Private Improvements in the total amount of the TIF Proceeds less the Authority's costs identified in Paragraph 13. Redeveloper shall submit authentic and satisfactory documentation to the Authority to verify the costs of the Project Site acquisition before any TIF Proceeds will be expended.
- Issuance of Redeveloper Purchased TIF Note. The Authority shall issue a series 11. of TIF Notes, from time to time, in a taxable series, the total principal amount of such taxable series of TIF Notes not to exceed Six Million Five Hundred Fifty Two Thousand and no/100 Dollars (\$6,552,000). The form of each TIF Note shall be in substantially the form shown on attached Exhibit "E", for net funds available ("TIF Note") to be purchased by Redeveloper ("TIF Note Purchaser"), in a written form acceptable to Authority's attorney, and receive Note Proceeds from the TIF Note Purchaser in said amount. The Authority and Redeveloper agree that the purchase price of the TIF Note and Grant provided in Paragraph 12 may, at the election of the Authority may be offset. The Authority shall have the complete authority to determine the timing of issuing the TIF Note and all the other necessary details of the TIF Note. Redeveloper may assign the TIF Note to a licensed banking institution, but Redeveloper may not sell, transfer, assign or otherwise hypothecate the TIF Note without express written consent of the Authority. Such consent shall not be unreasonably withheld. This restriction shall survive closing and delivery of the said notes. In any event, no assignment shall be approved without prior receipt of an investor letter from the transferee in a form acceptable to legal counsel for the Authority.

No TIF Note shall be issued until the Redeveloper has entered into a binding contract for the acquisition of the Project Site and has entered into a construction contract for commencement of construction of the Private Improvements.

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

- (a) There shall be submitted to the Authority a grant disbursement request (the "Disbursement Request"), executed by the City Planning Director and an authorized representative of the Redeveloper, (i) certifying that a portion of the Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.
- (b) If the costs requested for reimbursement under the Disbursement Request are currently reimbursable under  $\underline{Exhibit\ C}$  of this Redevelopment Contract and the Act, the Authority shall evidence such allocation in writing and inform the owner of the Notes of any amounts allocated to the Notes.
- (c) Upon notification from the Authority as described above, the Authority shall make a grant to Redeveloper in the amount of the approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Notes. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Notes proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Notes. The aggregate amount deposited into the Project Fund from proceeds of the Notes shall not exceed \$6,552,000.00.
- 12. <u>Use of TIF Proceeds</u>. The TIF Proceeds from TIF Note shall be granted to the Redeveloper and be used to fund the costs of set forth on Exhibit "C".
- 13. Valuation of Property Within the Redevelopment Project Site. The Authority intends to use the Ad Valorem Tax Provision to generate tax increment financing funds which shall be used to finance the payment of debt service on the TIF Note to fund the Private Improvements in accordance with this Redevelopment Contract. The tax increment is to be derived from the increased valuation, determined in the manner provided for in Article 8, Section 12 of the Constitution of the State of Nebraska and the Act which will be attributable to the redevelopment contemplated under this Contract and within the Project Area. The TIF Tax Revenues which are to be used to pay debt service on the TIF Note will be derived from the increased valuation from redeveloping the Redeveloper Property as provided in this Contract. Redeveloper specifically acknowledges that any protest of the valuation of all or any portion of the Project Area by any party, or a reduction in assessed valuation of all or any portion of the Project Area shall reduce the TIF Tax Revenues available for payment on TIF Note. The Redeveloper specifically acknowledges, as the TIF Note Purchaser, that it bears the entire risk of any reduction in assessed valuation.
- 14. <u>Debt Service for TIF Notes.</u> The Authority shall, to the extent allowed by law, and then only to the extent funds are lawfully available from TIF Tax Revenues generated by the Project Site pay the TIF Note Purchaser the principal and interest of the TIF Notes. Any debt

service on the TIF Notes to be paid from TIF Tax Revenues shall not constitute a general obligation or debt of the City or Authority. Neither the City or Authority shall be liable or be required to reimburse Redeveloper for any costs incurred by Redeveloper in the event this Contract is not approved for any reason, including for reasons alleged to be the fault of the City or Authority. Any excess TIF Tax Revenues resulting from the Ad Valorem Tax Provision on the Project Site not needed or required to pay the TIF Note Purchaser shall be expended by the Authority or returned to the applicable taxing authorities as provided in the Community Development Law. Any shortfall in anticipated TIF funds from the Ad Valorem Tax Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Project Site, shall be borne entirely by the Redeveloper without recourse of any kind against the Authority or the City. The Authority hereby irrevocably pledges the TIF Tax Revenues generated by the Project Site to the payment of the TIF Notes. The Authority shall create a special fund to collect and hold the TIF Tax Revenues. Such special fund shall be used for no purpose other than to pay the principal and interest price of the respective TIF Notes. Real Property taxes for the year 2031 on the Project Site shall be paid by the Redeveloper on or before December 31, 2031 and such payment shall be considered TIF Tax Revenues (less any administrative cost authorized to be withheld by the Hall County Treasurer) and shall be used for payment on the TIF Note.

- 15. Payment of Authority Costs. The Redeveloper shall pay the sum of \$35,000 to the Authority or their Attorney for reimbursement of legal fees incurred by the Authority related to the redevelopment project and issuance of the TIF Notes. The Redeveloper acknowledges the attorney for the Authority is not providing legal representation to the Redeveloper. The Redeveloper shall also pay the sum of \$1,000 to the Authority for reimbursement of costs associated the City of Grand Island making payments and accounting for the TIF Notes issued with this contract.
- 16. <u>Restriction on Transfer.</u> Redeveloper will not, for a period of fifteen (15) years after the effective date hereof or so long as any TIF Note remains outstanding whichever period of time is shorter (the "Tax Increment Period"), convey the Redeveloper Property or any portion thereof to any entity which will result in such property being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions, unless required to do so by applicable law, including, without limitation, in connection with a condemnation.
- 17. Financing Creating Encumbrances Restricted. Prior to completion of Phase 1 or Phase 2, as applicable, of the Private Improvements, neither Redeveloper, nor any successors in interest with respect to the applicable portion of the Redeveloper Property, shall engage in any financing or any other transaction creating any mortgage upon the uncompleted phase of the Redeveloper Property, whether by express contract or operation of law, or suffer any encumbrance or lien to be made on or attached to any of such uncompleted phase of the Redeveloper Property, except for the purposes of obtaining funds only to the extent necessary to acquire such property, or design, construct, maintain, repair, replace and insure the Private Improvements, or to refinance said amounts. Redeveloper, or any successor in interest shall notify the Authority in advance of any financing secured by mortgage that it proposes to enter into with respect to Redeveloper Property, and shall promptly notify the Authority of any mortgage that has been created on or attached to the Redeveloper Property whether by voluntary act of Redeveloper or otherwise. Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to any of the Redeveloper Property and which is contested by Redeveloper, then Redeveloper may defend against such encumbrance or lien, provided that a sufficient Note or security is posted with the Authority, to permit Redeveloper to avoid or prevent foreclosure of such encumbrance or lien. In addition,

Redeveloper agrees that prior to completion of a phase of the Private Improvements; any loan proceeds secured by any interest in the applicable Redeveloper Property for such uncompleted phase shall be used solely for the payment of costs and expenses related to the development of the Private Improvements for that phase.

- a. In the event that any foreclosure of any mortgage, deed of trust or other encumbrance should occur prior to the furnishing of a Certificate of Completion for a particular phase or at any time when any casualty damage to the Private Improvements has occurred and has not been fully restored, any party who obtains title to any portion of the Redeveloper Property from or through Redeveloper or the holder of any mortgage or any other purchaser at foreclosure sale shall be obligated to commence construction or reconstruction within three (3) months from the date of acquisition of title by said party and to complete construction or restoration within twenty-four (24) months from the date of such acquisition or, in lieu thereof, the holder of any mortgage or any other purchaser at foreclose sale shall pay to the Authority the amount necessary to fully retire the TIF Note within three (3) months from the date of acquisition of title.
- b. Whenever the Authority shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Contract, the Authority shall at the same time forward a copy of such notice or demand to each holder of any mortgage at the last address of such holder as shown in the records of the Register of Deeds of Hall County.
- c. If thirty (30) days after any notice or demand with respect to any breach or default, such breach or default remains uncured, each such holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage.
- d. The rights and obligations of this Contract relating to mortgages of any portion of the Redeveloper Property shall apply to any other type of encumbrance on any of the Redeveloper Property, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.
- Damage or Destruction of Private Improvements. During the construction period and prior to issuance of the Certificate of Completion, Redeveloper agrees to keep its construction areas, including completed operations areas, insured against loss or damage by fire, and such other risks, casualties, and hazards as are customarily covered by builders' risk or extended coverage policies in an amount not less than the replacement value but allowing for reasonable coinsurance clauses and deductibles. In the event of any insured damage or destruction, Redeveloper agrees to restore the Private Improvements to their prior condition within twelve (12) months from the date of the damage or destruction, and shall diligently pursue the same to completion. In the event Redeveloper fails to restore the same for any reason, Redeveloper shall pay to the Authority the amount of TIF Tax Revenues received by the City in the preceding year times the number of years remaining in the Tax Increment Period. During the Tax Increment Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore their respective Private Improvements to their prior condition within twelve (12) months from the date of the damage or destruction, diligently pursuing the same to

completion.

- 19. <u>Condemnation.</u> If during the Tax Increment Period, all or any portion of the Redeveloper Property is condemned by a condemning authority other than the City, and the condemning authority or its successor in interest would not be obligated to pay real estate taxes upon that portion condemned, the Authority shall be entitled to claim against the condemner an interest in the property equal to the present value of the pro rata share of tax increment indebtedness outstanding as of the date of taking.
- 20. <u>Representations.</u> Redeveloper represents and agrees that its undertakings, pursuant to this Contract, have been, are, and will be, for the purpose of redevelopment of Redeveloper Property and not for speculation in land holding.
- 21. <u>Restrictions on Assignments of Rights or Obligations.</u> Redeveloper represents and agrees that prior to completion of the Private Improvements for a phase there shall be no sale or transfer of the Redeveloper Property for that phase or assignment of Redeveloper's rights or obligations under this Contract with respect to such phase to any party without the prior written approval of the Authority (which shall not be unreasonably withheld, conditioned, or delayed), other than leases, mortgages and involuntary transfers by reason of death, insolvency, or incompetence. The Authority shall be entitled to require, as conditions to any required approval, that:
  - a. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Authority, necessary and adequate to fulfill the obligations undertaken in this Contract by Redeveloper; and
  - b. Any proposed transferee, by instrument satisfactory to the Authority and in form recordable in the Office of the Register of Deeds, shall for itself and its successors and assigns and for the benefit of the Authority, have expressly assumed all of the obligations of Redeveloper under this Contract; and
  - c. Copies of the documents addressing items (a) and (b) shall be submitted to the Authority for review, not less than ten (10) days prior a regularly scheduled meeting of the Authority and not less than less than ten (10) days prior to the proposed transfer. If the transfer or any of the documentation in connection therewith is disapproved by the Authority, its disapproval and reasons therefore shall be indicated to Redeveloper in writing.
    - 22. Representations and Warranties of Parties.
      - a. Redeveloper represents and warrants to Authority as follows:
      - i. Organization; Power; Good Standing. Redeveloper is a limited liability company duly organized and validly existing in good standing under the laws of Nebraska. Redeveloper is qualified to do business in the State of Nebraska and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into this Contract and perform the obligations hereunder.
      - ii. Authority Relative to Contract. This Contract has been duly executed and delivered by Redeveloper and constitutes a legal, valid and binding obligation of Redeveloper, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

- iii. Effect of Contract. The execution, delivery and performance of this Contract by Redeveloper has been duly authorized by all necessary action by Redeveloper and except as provided in this Contract will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to Redeveloper, and will not violate any instrument, contract, order, judgment, decree, statute, regulation, or any other restriction of any kind to which Redeveloper is a party.
  - b. Authority represents and warrants to Redeveloper as follows:
- i. Authority Relative to Contract. This Contract has been duly executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.
- ii. Effect of Contract. The execution, delivery and performance of this Contract by Authority have been duly authorized by all necessary action by the Authority and except as provided in this Contract will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to the Authority, and will not violate any instrument, contract, order, judgment, decree, statute, regulation, or any other restriction of any kind to which the Authority is a party.
- 23. <u>Remedies.</u> Except as otherwise provided in this Contract, in the event of any default in performance of this Contract by the Authority or Redeveloper, the party in default shall, upon written notice from the other, proceed immediately to cure or remedy such default within thirty (30) days after receipt of notice. However, if the default cannot, in the exercise of reasonable diligence, be cured within thirty (30) days, then the defaulting party shall commence efforts to cure and shall diligently continue to cure the default. If the default is not cured, the non-defaulting parties may institute any proceedings which may be necessary to cure and remedy the default.
- 24. <u>Waiver.</u> The parties shall have the right to institute actions or proceedings as they may deem necessary to enforce this Contract. Any delay in instituting any action or otherwise asserting rights under this Contract shall not operate as a waiver of rights or limit rights in any way.
- 25. Delay in Performance For Causes Beyond Control of Party. The parties or their successors or assigns shall not be in default of their obligations for delay in performance due to causes beyond their reasonable control and without their fault, including but not limited to acts of God, acts of the public enemy, acts of the federal or state government or subdivisions thereof, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of labor or materials, or delays of contractors, or subcontractors due to such causes. As it relates to Phase 1, this paragraph shall not apply to any delay in performance due to economic downturn or any other condition or cause that is primarily of a financial nature. Provided, however, as this paragraph relates to Phase 2, the parties shall not be deemed in default due to adverse market conditions, the Redeveloper's inability to secure reasonably acceptable financing or tenants for the development of Phase 2 despite the Redeveloper's commercially reasonable efforts. The purpose and intent of this section is that in the event of the occurrence of any such delay, the

time for performance of the obligations of either party with respect to construction of improvements shall be extended for the period of delay. However, in order to obtain the benefit of the provisions of this section, the party seeking the benefit shall within twenty (20) days after the beginning of the delay of performance notify the other party in writing of the cause and the reasonably expected length of delay.

- 26. <u>Contract to Pay Taxes.</u> Redeveloper agrees to pay all real property taxes levied upon the Redeveloper Property and Private Improvements prior to the time the taxes become delinquent. The contractual obligation by Redeveloper to pay such taxes prior to delinquency shall cease upon expiration of the Tax Increment Period, but the Authority in no way waives the statutory obligation to continue to pay real estate taxes. This provision shall not be deemed a waiver of the right to protest or contest the valuation of the lots or improvements for tax purposes, except as such right is otherwise restricted by this Contract.
- 27. <u>Rights and Remedies Cumulative.</u> The rights and remedies of the parties to this Contract shall be cumulative and the exercise by either party of anyone or more remedies shall not preclude the exercise by it of any other remedies for any other default or breach by the other party. A waiver of any right of either party conferred by this Contract shall be effective only if in writing and only to the extent specified in writing.
- 28. <u>Authority Representatives Not Individually Liable</u>. No official or employee of the Authority shall be personally liable to Redeveloper or any successors in interest due to any default or breach by the Authority under the terms of this Contract.
- 29. <u>Notices and Demands.</u> A notice under this Contract by a party to the other party shall be deemed delivered on the date it is postmarked, sent postage prepaid, certified or registered mail, or delivered personally to Bosselman Real Estate, LLC, at 3123 West Stolley Park Road, PO Box 4905, Grand Island, NE 68802-4905; and to the Authority at Community Redevelopment Authority of Grand Island P.O. Box 1968, Grand Island, NE, 68802-1968, Attention: Regional Planning Director, with a copy to Michael L. Bacon, Bacon and Vinton, LLP, Post Office Box 208, Gothenburg, NE 69138, or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this section.
- 30. <u>Access to Project Site.</u> During construction of the Private Improvements, Redeveloper shall permit the representatives of the Authority to enter all areas of the Redeveloper Property and at any and all reasonable times, as the Authority may deem necessary for the purposes of inspection of work being performed in connection with the construction of the facility.
- 31. <u>Provisions Run With the Land.</u> This Contract shall run with the Redeveloper Property and shall inure to and bind the parties and their successors in interest. This Redevelopment Contract or a Memorandum hereof shall be recorded, by the Authority, with the Register of Deeds of Hall County, Nebraska, against the Redeveloper Property at the Redeveloper's expense.
- 32. <u>Headings.</u> Headings of the sections of this Contract are inserted for convenience only and shall be disregarded in interpreting any of its provisions.
- 33. <u>Severance and Governing Law.</u> Invalidation of any provision of this Contract by judgment or court order shall not affect any other provisions which shall remain in full force and effect. This Contract shall be construed and governed by the laws of Nebraska.
- 34. <u>Expiration of Contract.</u> Unless otherwise stated herein, this Contract shall expire upon expiration of the Tax Increment Period, or retirement in full of the TIF Notes, whichever first occurs; provided the Authority and Redeveloper agree to execute any release necessary to be filed

of record to evidence such expiration or termination, unless otherwise stated herein.

- 35. <u>Interpretations.</u> Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Contract, but shall be interpreted according to the application of rules of interpretation of contracts generally.
- 36. <u>Counterparts.</u> This Contract may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.
- 37. <u>Nondiscrimination</u>. Redeveloper, its successors and transferees agree that, as long as the TIF Note is outstanding, it will not discriminate against any person or group of persons on account of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, its successors and transferees, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance, and further agrees to require that its contractor and subcontractors shall agree to conform to said requirements. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project. For purposes of this paragraph, discrimination shall mean discrimination as defined by the laws of the United States and the State of Nebraska.
- 38. <u>Audit and Review.</u> Redeveloper shall be subject to audit by the Authority and shall make available to the Authority or its designee copies of all financial and performance related records and materials germane to this Contract. The Authority shall cooperate and make available to the Redeveloper or its agent copies of all financial and performance related records and materials germane to the Project Account and the TIF Proceeds.
- 39. <u>Evidence of Financial Ability of Redeveloper</u>. The Authority acknowledges that the Redeveloper has previously provided to the Authority, on a confidential and privileged basis, evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of the Redeveloper in connection with the Project Site.
- 40. <u>Effective Date</u>. For purposes of determining the effective date as stated in *Neb. Rev. Stat.* §18-2147, the effective date of this Contract shall be January 1, 2017. The parties acknowledge that the rehabilitation contemplated hereby will extend substantially into the 2017 calendar year. For all other purposes, this Contract shall be effective on the date the last party hereto executes this Contract
- 41. <u>Immigration Requirement.</u> The Redeveloper agrees that any contractor for the Project shall be required to agree to use a federal immigration verification system (as defined in Nebraska Revised Statute §4-114) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of Nebraska Revised Statute §4-114.
- 42. <u>Relocation Expenses.</u> The Redeveloper agrees to indemnify and hold the City and the Authority harmless from any and all liability to the extent resulting from the Redeveloper's failure to make payments of all amounts lawfully due to all persons, firms, or organizations under any city, state or federal relocation laws or regulation in connection with the Project Site. The terms of this section shall survive any termination of this Contract.

[The remainder of this page is intentionally left blank]

Executed by <b>Authority</b> this	day of September, 2015.
	COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA
ATTEST:	Chair or Vice Chair
Secretary	
STATE OF NEBRASKA ) ) ss. COUNTY OF HALL )	
The foregoing instrument was acknowled 2015, by Chair (or Authority of the City of Grand Island, Nebraska.	dged before me thisday of, Vice Chair) of the Community Redevelopment
	Notary Public

Executed by <b>Redeveloper</b> this	day of	, 2015
		AN REAL ESTATE, LLC, a nited liability company
	By: Manager	
STATE OF) ss.		
COUNTY OF)		
The foregoing instrument was ackno		
2015, by, the Managlimited liability company, on behalf of the li	imited liability com	pany.
	Notary Pub	lic

### Exhibit "A"

REDEVELOPER PROPERTY		
Lot One of Fonner Fourth Subdivision to the City of Grand Island, Hall County, Nebraska.		
Bosselman Real Estate, LLC		

# Exhibit "B" PROJECT SITE PLAN

### Exhibit "C"

### **USES AND SOURCES OF FUNDS**

# PUBLIC IMPROVEMENTS AND ELIGIBLE PRIVATE IMPROVEMENTS - USES OF FUNDS-

**Project Sources and Uses.** Use of Funds.

[Insert from Redevelopment Plan]

#### Exhibit "D"

# CERTIFICATE OF COMPLETION OF PRIVATE IMPROVEMENTS

KNOW ALL PEOPLE BY THESE PRESENTS: That the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereinafter called "Authority", hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Grand Island, Hall County, Nebraska, to wit ("Redeveloper Property"):

Lot One of Fonner Fourth Subdivision to the City of Grand Island, Hall County, Nebraska.

have been so CONTRAC the COMM ISLAND, N ("Redevelop	atisfactorily completed in accordance T with Bosselman Real Estate, L. MUNITY REDEVELOPMENT NEBRASKA, and Bosselman Reaper"), said Contract with an effort	ted upon the above-described Redeveloper Property ce with the requirements of the REDEVELOPMENT LC, dated ("Contract") by and between AUTHORITY OF THE CITY OF GRAND al Estate, LLC, a Nebraska limited liability company ective date of January 1, 2017, and recorded as the office of the Register of Deeds for Hall County,
defined in the with the Con	he Contract) to the above-described ntract.	asive determination that the Private Improvements (as d Redeveloper Property are presently in conformance ority and Redeveloper have executed this instrument, 201.
ATTEST:	· *** <b>9</b>	COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA
Secretary		By:

STATE OF NEBRASKA )	
COUNTY OF HALL )	
The foregoing instrument was acknown 201_,, Chair of the Island, Nebraska, on behalf of the Authority.	wledged before me thisday of, Redevelopment Authority of the City of Grand
	"Redeveloper"
	Bosselman Real Estate, LLC, a Nebraska limited liability company qualified to do business in the state of Nebraska
	By: Manager
STATE OF) ss. COUNTY OF)	
The foregoing instrument was acknowledged, by, the Mannebraska limited liability company, on behalf	ledged before me this day of, nager of <b>Bosselman Real Estate</b> , <b>LLC</b> , a of the limited liability company.

### Exhibit "E"

### (FORM OF NOTE)

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

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

# TAX INCREMENT DEVELOPMENT REVENUE NOTE (BOSSELMAN REAL ESTATE PROJECT), SERIES 2015

Total of Series of Notes not to exceed \$6,552,000.00 (subject to reduction as described herein)			
Date of <u>Maturity</u>	Rate of <u>Interest</u>		
<b>December 31, 2031</b>	0.0%		
SELMAN REAL ESTATE, LL	.C		
SCHEDULE 1 ATTACHED H	ERETO		
REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.			
IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Note to be signed by the manual signature of the Chairman of the Authority, countersigned by the manual signature of the Secretary of the Authority, and the City's corporate seal imprinted hereon.			
	REDEVELOPMENT OF THE CITY OF GRAND RASKA		
[S E A L]  By:Chairman			
	Date of Maturity  December 31, 2031  SELMAN REAL ESTATE, LL  SCHEDULE 1 ATTACHED H  CBY MADE TO THE FURTE FOLLOWING PAGES, WHICE SHAVE THE SAME EFFE  EREOF, THE COMMUNITY OF GRAND ISLAND, NEBBure of the Authority, and the COMMUNITY AUTHORITY OF ISLAND, NEBBURE SERVICE COMMUNITY AUTHORITY OF ISLAND, NEBBURE OF THE COMMUNITY AUTHORITY OF THE COM		

By:		
-	Secretary	

The COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA (the "Authority") acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the "Registrar"), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in Schedule 1 at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2018, by check or draft mailed to the Registered Owner hereof as shown on the Note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such Note registration books. The principal of this Note and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. \_\_\_\_\_\_ duly passed and adopted by the Authority on \_\_\_\_\_\_ 2015, as from time to time amended and supplemented (the "Resolution").

# THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. [THE MAXIMUM PRINCIPAL AMOUNT OF THIS SERIES OF NOTES IS \$6,552,000.]

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

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

The principal of and interest hereon shall not be payable from the general funds of the City nor the Authority nor shall this Note constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution. This Note is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Note in accordance with the provisions of this Resolution.

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

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

thereof.

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

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

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

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

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

[The remainder of this page intentionally left blank]

### (FORM OF ASSIGNMENT)

#### **ASSIGNMENT**

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

Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee	
<b>G</b>	er, and hereby irrevocably constitutes and appoints hin Note on the Note register kept by the Registrar for substitution in the premises.
Dated:	
Dutcu.	NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.  Signature Guaranteed By:
	Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)  By: Title:

[The remainder of this page intentionally left blank]

### SCHEDULE 1

#### TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

### COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA FAMOS REDEVELOPMENT PROJECT TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES R-1 2015

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



# Community Redevelopment Authority (CRA)

### Wednesday, September 9, 2015 Regular Meeting

Item H2

**TIF Request** 

**Staff Contact: Chad Nabity** 



# BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

#### **Project Redeveloper Information**

Business Name: Hatchery Holdings, LLC

Operational Site Address: SW Corner of Blaine and Schimmer Drive, Grand

Island, NE 68801

Contact: Peter Mumm Managing Director Hendrix-ISA, LLC 5953 Frase Court Fall Creek, WI, 54742 Cell: 937-935-6713

Business/Admin Office Address:

5800 Merle Hay Road, Suite 14

**PO Box 394** 

Johnston, IA 50131

Contact: Todd Carlson - Phone: (515)253-0943 Ext 136, Fax No: (515)253-0942

#### Brief Description of Applicant's Business:

Development, Construction and Operation of a Hatchery facility that will produce approx. 24,000,000 day old chicks per year. The chicks will be sold to egg producing layer operations regionally, including sales in the states of Nebraska, Iowa, Missouri, South Dakota, Colorado and Minnesota. There will be 6-8 related

breeder operations in the Grand Island area to support the hatchery operations. The operation will include a vaccination department/area to vaccinate the chicks with the appropriate governmental/industry approved vaccinations. There will be approximately 50 employees at the hatchery location.

Present Ownership Proposed Project Site: Owned by Grand Island Economic

**Development Corporation** 

Approximately 20 acres in the NE ¼ of Section 5 Township 10 N Range 9 W of the 6<sup>th</sup> PM in Hall County Nebraska.

### **Proposed Project:**

- 20 acre site
- 60,000 sq/ft building including 5,400 sq/ft of office/support space
- Slab on grade construction with steel frame, bar joist for roof support, exterior interlocking insulated foam panels with Kynar finish
- Approx 8,000 S.Y. of roadway/parking access, 6,000 S.Y. of concrete at dock areas & 240'x420' of asphalt parking area

If Property is to be Subdivided, Show Division Planned:

• Sub-division/Platting in process. Will forward upon receipt.

#### VI. Estimated Project Costs:

#### **Acquisition Costs:**

A. Land \$1,600,000

B. Building \$0

#### Construction Costs:

A. Renovation or Building Costs: \$10,034,177

B. On-Site Improvements:

1. Utilities to Building \$136,313

	2. Grading	\$ 174,000
	3. Site Preparation	\$ 84,000
	4. On Site Drainage Facilities	\$ 25,000
	5. Parking Lots	\$ 314,687
	6. Signage	\$ 5,000
	7. Parking Lot Lighting	\$ 20,000
	8. Landscaping	\$ 20,000
	9. Tap Fees	\$ 25,000
C. 1	Hatchery Equipment	\$ 6,000,000
Sot	<u>ft Costs:</u>	
A.	Architectural & Engineering Fees:	\$ 350,000
B.	Financing Fees:	\$ 540,000
C.	Legal/Developer/Audit Fees:	\$ 280,000
D.	Contingency Reserves:	\$ 360,000
E.	Other (Please Specify)	\$ 0
ТО	TAL	\$19,998,177
Total Estir	nated Market Value at Completion:	\$ 21,000,000
Source of l	Financing:	
A.	Developer Equity:	\$ 4,875,647
B.	Commercial Bank Loan:	\$ 12,243,217
Tax	x Credits:	
	1. N.I.F.A.	\$ 0
	2. Historic Tax Credits	\$ 0
D.	Industrial Revenue Bonds:	\$ 0
E.	Tax Increment Assistance – Site Funding:	\$ 2,674,313
F.	Nebraska Sites Building Development Fund	\$ 125,000

Name,	Address, Phone & Fax Numbers of Architect, Engineer and General Contractor: Architect:
	TBD
	Engineer:
	Civil – TBD
	Mechanical - TBD
	General Contractor:
	Henning Companies, LLC
	5800 Merle Hay Road, Suite 14
	Johnston, IA 50131
	Phone: (515) 253-0943
	Fax: (515) 253-0942
	ted Real Estate Taxes on Project Site Upon Completion of Project:  Dave – please insert calculation here based on details above.
	Current Valuation \$220,000 Current Taxes \$4805
	Expected Valuation \$11,600,000 Expected Taxes \$253,330
	Annual Taxes \$253,330 Less Base \$4805 Expected Increment \$248,525
Project	Construction Schedule:
	Construction Start Date: October 15, 2015
	Construction Completion Date: September 15, 2016
XII. P	lease Attach Construction Pro Forma
	In process will forward upon completion

XIII. Please Attach Annual Income & Expense Pro Forma

New entity, currently under development by Hatchery operating entity

#### TAX INCREMENT FINANCING REQUEST INFORMATION

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

Requesting a 15 year deferral of taxes on the property – based on the current assessed value of the property vs the improved value of the property.

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

The support of the Nebraska Sites and Building Development Fund will bridge the current financing/equity gap to get the project started yet this fall. We are requesting a \$175,000 award to allow us to start the project per the sources/uses gap that exists at this point. \$125,000 of this will be available for building and \$50,000 will be available for training.

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

- Mr. Rand Fisher, President
   Iowa Area Development Group
   2700 Westtown Parkway, Suite 425
   West Des Moines, IA 50256
   rfisher@iadg.com, (515)223-4743
- Mr. Rob Cleveland, Director Economic Development Indiana Michigan Power
   recleveland@aep.com
   (260)408-3453

Ms. Kathy Bantz, Mayor
 City of Montpelier Indiana
 300 West Huntington Street
 Montpelier, IN 47359
 mayorbantz@montpeliercity.net
 (765)728-6500

- IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.
  - \* Not applicable, new entity.

Post Office Box 1968

Grand Island, Nebraska 68802-1968

Phone: 308 385-5240

Fax: 308 385-5423

Email: cnabity@grand-island.com

### Redevelopment Plan Amendment Grand Island CRA Area 7 September 2015

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 7 within the city, pursuant to the Nebraska Community Development Law (the "Act") and provide for the financing of an industrial project in Area 7.

# **Executive Summary: Project Description**

THE ACQUISITION OF PROPERTY AT THE SOUTHWEST CORNER OF SCHIMMER ROAD AND BLAINE STREET (APPROXIMATELY 20 ACRES) AND THE SUBSEQUENT SITE WORK, GRADING, DRAINAGE IMPROVEMENTS, UTILITY IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR CONSTRUCTING A COMMERCIAL BUILDING TO BE USED AS A COMMERCIAL CHICKEN HATCHERY AT THIS LOCATION.

The use of Tax Increment Financing (TIF) to aid in the acquisition of property, necessary site work including drainage, and installation of public utilities and utility connections necessary to develop this site. The use of TIF for this project was proposed by the Grand Island Area Economic Development Corporation (GIAEDC) in their proposal to bring this project to Grand Island. This project developer is willing to locate this business in Grand Island provided TIF is available to support the project.

The acquisition, site work and construction of all improvements will be paid for by the developer based on their agreements with GIAEDC. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and other necessary expenditures. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2017 towards the allowable costs and associated financing for the acquisition and site work.

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

Property Description (the "Redevelopment Project Area")

This property is located west of Blaine Street south of Schimmer Drive in southern Grand Island, the attached map identifies the subject property and the surrounding land uses:

• **Legal Description** Exact description to be provided later but 20 acres more or less consisting generally of either the N ½ or E ½ of NE ¼ of the NE ¼ of

CN August 2015

Section 5, Township 10 North, Range 9 west of the 6<sup>th</sup> P.M. in Grand Island, Hall County, Nebraska.

Based on the proposal the tax increment will be captured for the tax years the payments for which become delinquent in years 2018 through 2031 inclusive.

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

#### Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be set with the signed contract estimated now to be January 1, 2017. Said taxes shall be divided as follows:

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on August 28, 2007.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

# 2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to acquire the necessary property and provide the necessary site work for the construction of a permitted use on this property.

### 3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]

#### a. Land Acquisition:

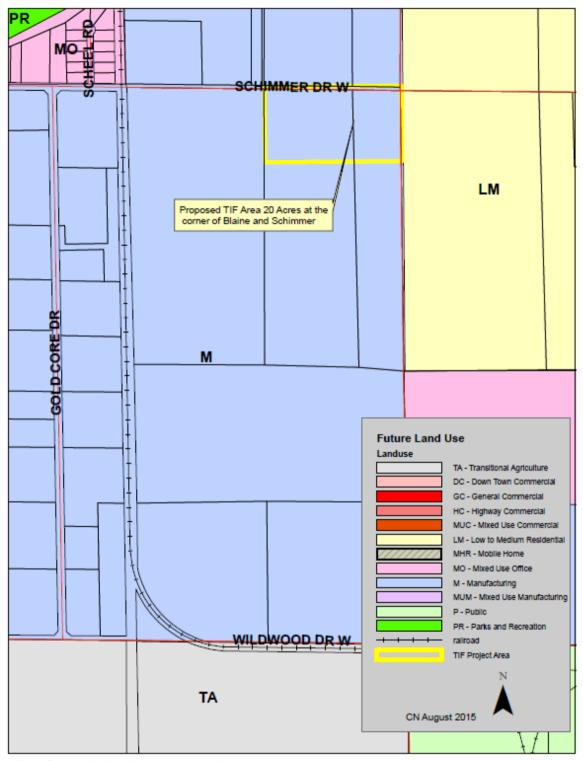
This Redevelopment Plan for Area 7 provides for real property acquisition. There is no proposed acquisition by the authority. The applicant will be acquiring the property from the current owner.

#### b. Demolition and Removal of Structures:

The project to be implemented with this plan will not require demolition of any existing structures.

#### c. Future Land Use Plan

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



City of Grand Island Future Land Use Map

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

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

#### e. Site Coverage and Intensity of Use

The developer is proposing to acquire property and build a 60,000 square foot building to be used as a chicken hatchery to supply chickens for egg production in the surrounding agricultural zoning districts in Hall County and the surrounding counties. [§18-2103(b) and §18-2111]

#### f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Connections for water and sewer will have to be extended to serve the proposed future development.

Adequate electric utility infrastructure is available to support this development.

No other utilities would be impacted by the development.

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

- 4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This amendment does not provide for acquisition of any residences and therefore, no relocation is contemplated. [§18-2103.02]
- 5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]

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

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

The developer is proposing to purchase this property for redevelopment for \$1,600,000 provided that TIF is available for the project as defined. The cost of property acquisition is being included as a TIF eligible expense. Costs for site preparation, grading and drainage structures, utility extensions and connection fees, of \$444,313 and planning and legal costs of \$630,000 are included as TIF eligible expenses. It is estimated based on the proposed increased valuation of the project of \$11,600,000 will result in \$3,728,000 of increment generated over a 15 year period.

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

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

The developer and GIAEDC will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$2,674,313 for the project from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. It is expected that TIF revenues shall be made available to repay the original debt after January 1, 2018 through December 2032 depending on the final building schedule and contract date.

#### c. Statement of feasible method of relocating displaced families.

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

#### 7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs,

promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This development, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of the property for manufacturing purposes consistent with the intent of the Comprehensive Plan. This property was purchased by the GIAEDC in 2006 for the purpose of encouraging industrial development. The City and the GIAEDC have invested substantial funds in extending infrastructure to serve this property for manufacturing purposes. New manufacturing development will raise property values and encourage further development of this property.

#### 8. Time Frame for Development

Development of this project is anticipated to be completed between October of 2015 and September of 2016. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year.

#### 9. Justification of Project

The property is located at the northeast corner of the property referred to variously as Platte Valley Industrial Park East (PVIP East) and more recently as Wildwood Business Park south of Schimmer Drive and west of Blaine Street. A community development block grant of \$935,000 from the Nebraska Department of Economic Development was used to pay for a portion of the paving of Blaine Street and the installation of sanitary sewer and water lines adjacent to the site. The use of those funds obligates the City and the GIAEDC to recruit businesses that will create at least 37 jobs 51% of which are to be "held by" or "made available to" people that are currently considered low to moderate income. This project as proposed would fulfill the job creation requirements of that grant.

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

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

**Project Sources and Uses.** Approximately \$2,674,300 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. The total private investment on this project is the total of the costs not eligible for is TIF \$17,003,687. This \$2,674,300 investment by the Authority and the people of Grand Island will leverage \$17,003,687 in private sector financing and investment; a private investment of \$6.35 for every TIF dollar investment.

Use of Funds. Phase 1				
Description	Eligible for TIF Funds	Private Funds	Total	
Site Acquisition	\$1,600,000		\$1,600,000	
Utilities/On Site				
Improvements	\$444,313	359,687	\$804,000	
Legal Private	\$250,000		\$250,000	
Legal CRA Cost	\$30,000		\$30,000	
Fees <sup>1</sup>	\$1,600		\$1,600	
Architecture	\$350,000		\$350,000	
Building Construction				
Costs		\$10,034,000	\$10,034,000	
Soft Costs		\$610,000	\$610,000	
Personal Property		\$6,000,000	\$6,000,000	
TOTALS	\$2,675,913	\$17,003,687	\$19,679,600	

**Tax Revenue**. The property to be redeveloped has a January 1, 2015, valuation of approximately \$220,000 according to the Hall County Assessor's Office. Based on the 2014 levy this would result in a real property tax of approximately \$4,804. It is anticipated that the assessed value will increase by almost \$11,400,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$248,525 annually resulting in \$3,728,000 of increment over the 15 year period. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2015 assessed value:	\$ 220,000
Estimated value after completion	\$ 11,600,000
Increment value	\$ 11,380,000
Annual TIF generated (estimated)	\$ 248,525
TIF bond issue	\$ 2,674,313

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

The redevelopment project area currently has an estimated valuation of \$220,000. The proposed redevelopment and commercial construction at this location will result in an additional \$11,380,000 of taxable valuation based on valuations of similar properties. No tax shifts are anticipated from the project. The project creates additional valuation

that will support taxing entities long after the project is paid off. The project will not add any tax burdens to taxing entities. Therefore no tax shifts will occur.

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

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

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

This project will not negatively impact employers or employees in the area directly. It is anticipated that this project will create 50 additional jobs more than half of which will be available to people currently considered low to moderate income meeting the job creation component of the Community Development Block Grant that was used to extend utilities to the property and pave Blaine Street. The increase in available jobs may result in further tightening of the job market.

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

No major impacts are anticipated outside of the city or immediate area to total employment from this project. The satellite farming operations that will be raising chickens for egg production will stabilize and diversify the ag sector. There may be an increase in employment in the construction sector during construction of this project and the outlying facilities that will support this plant.

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

This project will serve as a catalyst project developing a 20 acre parcel within the Platte Valley Industrial Park East. This project will meet the obligations the City and the GIAEDC have for job creation as part of the CDBG grant that was used to install utilities across the property and pave Blaine Street. This project will diversify the ag employment sector into new production that is not currently found in central Nebraska, specifically egg and chicken production.

#### **Time Frame for Development**

Development of this project is anticipated to be completed during between October 2015 and September of 2016. The date of TIF will be established with the approved contract

but it is anticipated that he base tax year should be calculated on the value of the property as of January 1, 2016. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$2,674,313 the projected amount of the eligible expenses for this project. Based on the purchase price of the property and estimates of the expenses of renovation activities and associated engineering fees, the developer will spend more than \$2,674,313 on TIF eligible activities.

#### See Attached Site Plan

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

#### **RESOLUTION NO. 204**

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 7, from Hatchery Holdings, LLC, (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 7;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this _	day of _	, 2015.
		COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA.
ATTEOT.		By Chairperson
ATTEST:		
Secretary		

Hatchery Holdings, LLC

Exhibit 1		
Attach a copy of the Redevelopment Contract		
Hatchery Holdings, LLC		

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

#### **RESOLUTION NO. 205**

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this _	day of, 2015.
	COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA.
ATTEST:	By Chairperson
Secretary	

Hatchery Holdings, LLC

### EXHIBIT 1

REDEVELOPMENT PLAN AMENDMENT

Hatchery Holdings, LLC