



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item E5

**Public Hearing on Redevelopment Plan for Property Located at
US Highway 34 and South Locust Street (Howard Johnson)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: February 14, 2012

Subject: Amendment to Redevelopment Plan for CRA Area #2

Item #'s: E-5 & I-2

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 1999, the Grand Island City Council declared property referred to as CRA Area #2 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

The developer intends to use Tax Increment Financing to aid in renovation of the convention center, hotel and restaurant at this site. The developer is trying to attract a national chain restaurant as an anchor to the convention center and hotel. This is Grand Island's largest convention space and in need of substantial renovation. This project would not be possible without the use of TIF. The property is located within Redevelopment Area #2 at 3333 Ramada Road in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on January 11, 2012 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on February 1st, 2012. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on February 1, 2012. The Planning Commission approved Resolution 2012-01 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment, the draft TIF contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #2 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits rehabilitation and redevelopment of the convention center, hotel and restaurant located on the property at 3333 Ramada Road. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$524,520 during this 15 year period.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve the resolution
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area #2
December 2011**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #2 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area #2.

**Executive Summary:
Project Description**

THE RENOVATION OF THE HOWARD JOHNOSONS CONVENTION CENTER, HOTEL AND RESTAURANT AT 3333 RAMADA ROAD AND THE SUBSEQUENT SITE WORK, UTILITY, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR THE RENOVATION AT THIS LOCATION.

The developer intends to use Tax Increment Financing to aid in renovation of the convention center, hotel and restaurant at this site. The developer is trying to attract a national chain restaurant as an anchor to the convention center and hotel. This is Grand Island’s largest convention space and in need of substantial renovation. This project would not be possible in an affordable manner without the use of TIF.

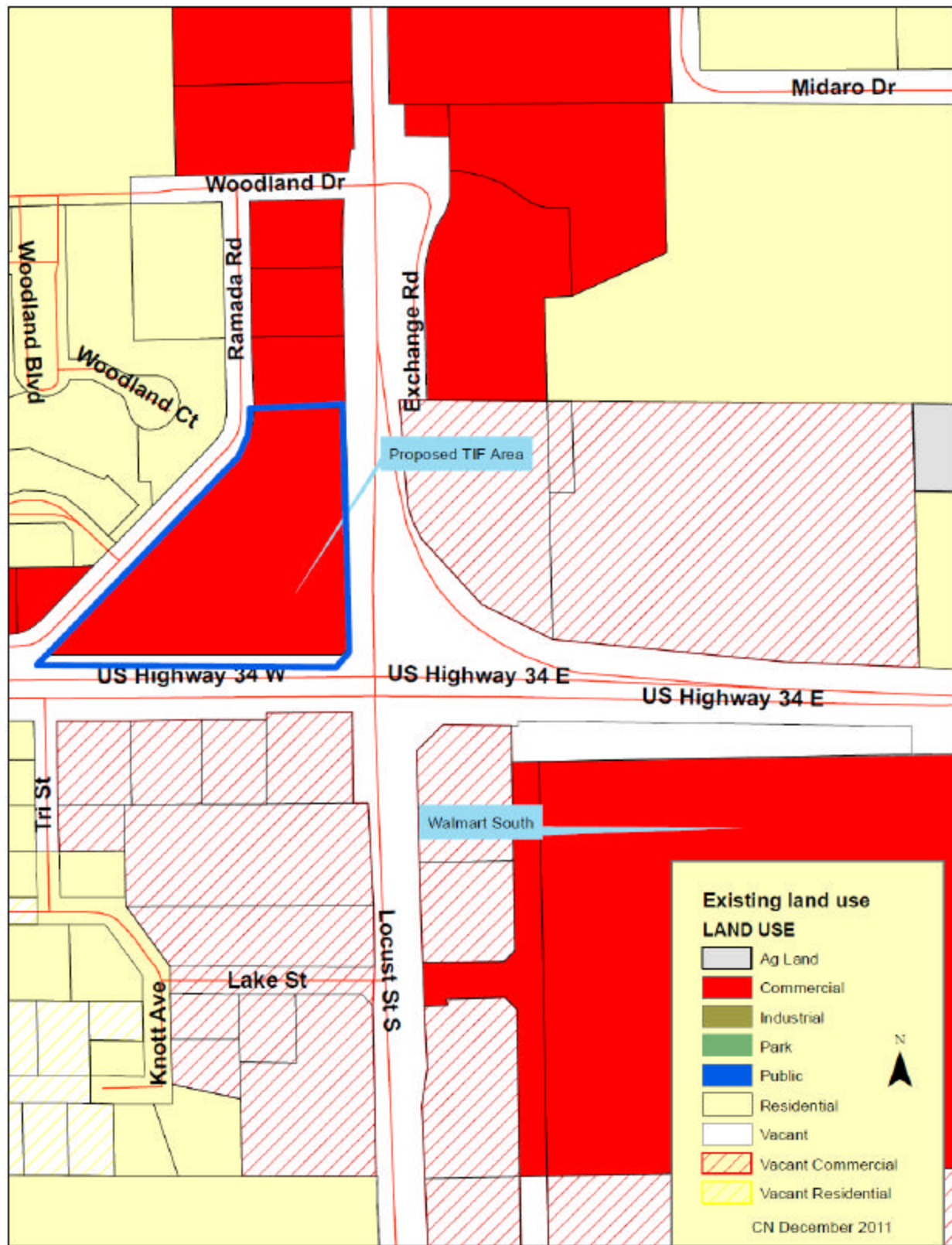
The site is owned by the developer. All site work, demolition and utilities will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2014 towards the allowable costs and associated financing for the acquisition and site work.

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

Property Description (the “Redevelopment Project Area”)

This property is located at the northwest corner of South Locust Avenue and U.S. Highway 34 (Husker Highway) in southern Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lot 11 of Woodland Second Subdivision, An Addition to the City of Grand Island, Hall County Nebraska excepting a therefrom a tract of land more particularly described in Deed recorded as Document No. 200007531.



The tax increment will be captured for the tax years the payments for which become delinquent in years 2014 through 2028 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 rehabilitation of the hotel convention center property and development of a national chain restaurant at this location.

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 January 1, 2014.

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 September 13, 1999. [§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 rehabilitate an existing conforming use on this property.

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

a. Land Acquisition:

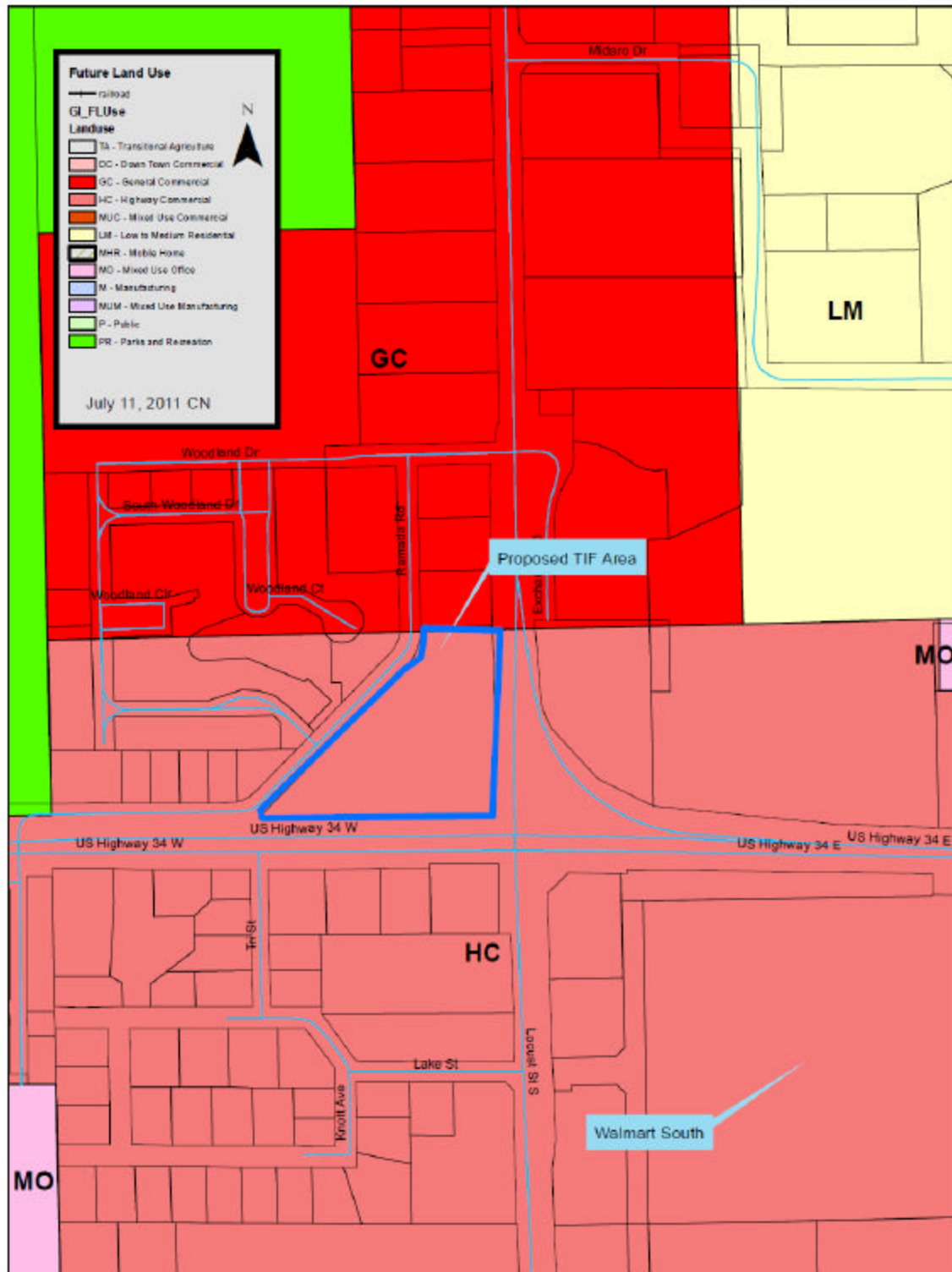
The Redevelopment Plan for Area #2 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority or the developer.

b. Demolition and Removal of Structures:

The project to be implemented with this plan amendment does not call for the demolition and removal 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 highway commercial 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 B2-AC General Business zone with an Arterial Commercial Overlay. 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. The proposed uses as a convention center, hotel and restaurant are permitted in the B2-AC zoning district. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing rehabilitate the existing structure a conforming structure and use in the B2-AC zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

This site has full service to municipal utilities. No utilities would be impacted by the development.

The developer will be responsible for replacing any sidewalks damaged during construction of the project.

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 property, owned by the developer is maintained as a convention center, hotel and restaurant. The proposed use of this property would continue as a convention center, hotel and restaurant. No individuals or families will be relocated as a result of this project.[§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 has owned the property for since 2001. The cost of property acquisition is not being included as a TIF eligible expense. Costs for rehabilitation of the existing

structure and parking improvements are estimated at \$1,077,000. Fees and reimbursement to the City and the CRA of \$6,500 are included as a TIF eligible expense.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$524,520 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. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2014 through December 31, 2028.

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 amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of and redevelopment of commercial lots. This will not significantly impact traffic on at the intersection of South Locust and U.S. Highway 34. Renovated commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between March 2012 and March of 2013. Excess valuation should be available for this project for 15 years beginning with the 2014 tax year.

9. Justification of Project

The South Locust Corridor is a major entrance for the City of Grand Island from Interstate 80. The Heartland Events Center, the State Fair Park and associated buildings and other attractions are all located along South Locust. The South Locust Business Improvement District and City of Grand Island have spent a considerable amount of money on landscaping and aesthetic treatments along this corridor. The City has codified those improvements as development occurs south of the U.S. 34 and Locust. The Grand Island CRA has invested more than \$500,000 in the property located on the east side of South Locust across from this project. This is a gateway to the community and for many people from outside the area is what they will use to judge our City. The opportunity to partner with owners of key building along this corridor as they redevelop and reinvest in their properties is important to making those favorable first impressions.

10. Cost Benefit Analysis 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.

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

The redevelopment project area currently has an estimated valuation of \$2,095,733. The proposed renovation of this facility will result in an estimated additional \$1,595,050 of taxable valuation based on an analysis by the Hall County Assessor's office. 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.

(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;

The proposed facility will provide jobs for persons employed by the contractors that will be involved with the project. It will result in a new national family restaurant along the South Locust corridor.

(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

This may create additional demand for service employees in the Grand Island area and could impact other hotels and restaurants.

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

This will improve the southern entrance into the City of Grand Island. The updates and upgrades to Grand Island's largest convention space will make Grand Island more competitive for meetings and conferences.

Time Frame for Development

Development of this project is anticipated to be completed during between March 1, 2012 and March 1 of 2013. The base tax year should be calculated on the value of the property as of January 1, 2012. Excess valuation should be available for this project for 15 years beginning in 2013. 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 \$524,520 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the cost of renovation, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend over \$1,000,000 of TIF eligible activities.

See Attached Building Plans



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

HOWARD JOHNSON RIVERSIDE INN AND CONFERENCE
CENTER (STRATFORD PLAZA LLC)

Address:

3333 RAMADA ROAD, GRAND ISLAND 68801

Telephone No.: 308-384-5150 Fax No.: 308-384-6551

Contact:

CHUYEN NGO, OWNER

Brief Description of Applicant's

Business: FULL SERVICE CONVENTION CENTER
HOTEL. SEE ATTACHED

Present Ownership Proposed Project Site: STRATFORD PLAZA, LLC

Proposed Project: Building square footage, size of property, description of
buildings – materials, etc. Please attach site plan, if
available.

SEE ATTACHED

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ —

B. Building \$ —

Construction Costs:

A. Renovation or Building Costs: \$ 1,202,782.80

B. On-Site Improvements: \$ 175,000.00

Soft Costs:

A. Architectural & Engineering Fees:

\$ 0

B. Financing Fees:

\$ 0

C. Legal/Developer/Audit Fees:

\$ 0

D. Contingency Reserves:

\$ 0

E. Other (Please Specify)

\$ 0

TOTAL \$ 1,377,782.80

Total Estimated Market Value at Completion:

\$ 3,690,783.00

Source of Financing: — SEE ATTACHED

A. Developer Equity:

\$ 100,000

B. Commercial Bank Loan:

\$ 877,782.80

Tax Credits:

1. N.I.F.A.

\$ —

2. Historic Tax Credits

\$ —

D. Industrial Revenue Bonds:

\$ —

E. Tax Increment Assistance:

\$ 524,520.00

F. Other — FACADE IMPROVEMENT ASSISTANCE \$ 100,000.00

— DENNY'S FRANCHISEE 300,000.00

Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

KILEY REYNOLDS, DESIGNER & GENERAL CONTRACTOR

IDEAL DIMENSIONS

5455 S. 82ND STREET

LINCOLN, NE 68516

402-440-4923

Estimated Real Estate Taxes on Project Site Upon Completion of Project: *

(Please Show Calculations)

BASE VALUATION: \$ 2,095,733

NEW ESTIMATED VALUE: \$ 3,690,783

EXCESS VALUE: \$ 1,595,050

ESTIMATED TAXES ON EXCESS: \$ 34,968.90

* PER LETTER FROM COUNTY ASSESSOR

Project Construction Schedule:

Construction Start Date:

3/1/12

Construction Completion Date:

7/1/12

If Phased Project:

_____ Year _____ %

Complete

_____ Year _____ %

Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma
(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

SEE ATTACHED

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

for Proposed Project: WITHOUT TAX INCREMENT FINANCING ASSISTANCE AS OUTLINED HEREIN, IT WILL NOT BE POSSIBLE TO PROCEED WITH THE IMPROVEMENTS, THE AGE AND CONDITION OF THE BUILDING AND THE MAGNITUDE OF THE RENOVATIONS REQUIRES REDEVELOPMENT ASSISTANCE TO REVITALIZE THE PROPERTY AND CONTRIBUTE TO THE ONGOING REVITALIZATION OF THE SOUTH LOCUST STREET CORRIDOR

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:

N/A

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

Post Office Box 1968
Grand Island, Nebraska 68802-1968
Phone: 308 385-5240
Fax: 308 385-5423
Email: cnabity@grand-island.com



Howard Johnson Riverside Inn and Conference Center
Grand Island, Nebraska

Hotel and Convention Center Renovation Project Summary

PROPERTY OVERVIEW

The Howard Johnson Riverside Inn and Convention Center is Grand Island's largest hotel property in terms of rooms, facilities, and area. The property comprises 182 guest rooms, 10,000 square feet of meeting, event, and reception space, a full service restaurant and lounge, and indoor pool and fitness center. Constructed in 1969 with an addition in 1983, the hotel is one of only two full service convention center hotels located within the City limits of Grand Island. It is the first hotel the traveling public encounters when exiting off of Interstate 80 at South Locust Street. As such, it is the "front door" of Grand Island along this increasingly busy corridor.

The property was purchased in December 2000 by Stratford Plaza LLC, a corporation owned by Chuyen and Pam Ngo. Over the course of the 1990's, the property had deteriorated. Since acquiring the property the owners have invested significant funds to repair building systems including plumbing and mechanical elements and have undertaken a substantial renovation of 145 of the guest rooms. Given the age of the facility and the abundance of needs, it has not been possible to address exterior building conditions and interior service elements including the restaurant, lounge, and convention center.

MARKET

The Hotel market in Grand Island has become increasingly competitive with the addition of six new hotels in the last five years, four of which have been opened in the last two years. The Fairfield Inn, Holiday Inn, Super 8, and Best Western hotels are all recent additions to the hotel inventory. In the case of Best Western, local assistance was provided in the form of tax increment financing. The addition of this significant rooms inventory has been a challenge for other hoteliers. On a positive note, the relocation of the Nebraska State Fair and the associated future opportunity to draw trade shows, exhibitions, and agricultural events to the new facilities as well as the use of other facilities at Fonner Park will strengthen the local economy by increased tourism and visitor traffic. It is understood, however, that the development of this additional visitor/tourism trade will be a building block process and will grow over a period of years.

SOUTH LOCUST STREET REVITALIZATION

After the 1980 tornado, the South Locust Street corridor deteriorated as buildings were shuttered and closed. Instead of rebuilding and reinvesting along South Locust Street,

many businesses in the 1980's and 1990's chose to relocate or otherwise invest along the growing Highway 281 corridor. The extent of the decline of South Locust Street was of increasing concern to local officials and business leaders for decades. In 1992, the City Council acted to request that the Nebraska Department of Roads proceed with the development process for an interchange at Interstate 80 and South Locust Street. At the same time, a Community Redevelopment Authority was formed. In 1997, the Community Redevelopment Authority created the South Locust Street Business Improvement District. The City Council provided for its formation and established a program of streetscaping improvements consisting of sidewalks, lighting, and landscaping. In 2006, the new interchange was opened. In 2010, the highway from the Interstate to Highway 34 was widened to four lanes.

Today, the South Locust Street corridor has been revitalized. Many businesses have renovated their facilities. Various dilapidated properties have been demolished including the former Desert Rose facility across the street from the Hotel. The Community Redevelopment Authority and the City Council has provided infrastructure assistance to a number of businesses along South Locust Street in the form of façade funding and tax increment financing. The corridor is now a significant “front door” for the community. With the addition of the Nebraska State Fair, the corridor is now a major point of entry for the community. It also serves as primary access to downtown Grand Island. The average daily traffic count on South Locust Street has substantially increased over the past ten years and is expected to continue to do so in the future. In 2011, the average daily traffic at South Locust Street and Highway 34 was 8,031.

Aside from the Wal Mart store, the Howard Johnson Riverside Inn and Convention Center is the first development that travelers heading north from Interstate 80 see when they enter Grand Island. The hotel has been a landmark at the corner of Highway 34 and South Locust Street for 42 years. The site is highly visible and as such is a prominent architectural element for the community.

With the demolition of the former Desert Rose facility, the development of Wal Mart, and available property at the northeast and southwest quadrants of the South Locust Street and Highway 34 corridors, there is the opportunity for significant redevelopment at this intersection. The Hotel is well positioned to lead this effort and stimulate other associated development with a renovation project intended to improve the aesthetics of the property, increase the taxable valuation, and create jobs and additional trade and economic growth.

HOTEL MARKET NICHE AND SERVICE

The Howard Johnson Riverside Inn and Convention Center is uniquely positioned to serve the community and its needs for lodging, dining, and meeting/event facilities at this key juncture in the growth of South Locust Street and the associated opportunities with the Nebraska State Fair facilities. The proximity of the Hotel to Fonner Park is important to the community's efforts to grow and develop the events business associated with the new facilities and to grow and develop tourism. Given the size of our hotel and its location, we are able to satisfy what will be a growing demand. The property also addresses the need for diversity in relation to price point. Unlike many of the other hotels, including new properties, our Hotel is positioned in the mid scale rate category and addresses the need of many travelers and groups for an affordable lodging, dining, and meeting/event property. The size and capacity of the property also enables it to serve growing market demands.

RENOVATION NEEDS

Despite the likelihood for continued growth along the South Locust Street corridor and the new commerce associated with the Nebraska State Fair facilities, the Hotel is faced with significant economic challenges given the size and age of the property. During the period of decline of the South Locust Street Corridor, needed reinvestment in the property was not undertaken. The condition of the property deteriorated. The present ownership has reinvested heavily in the property – \$1,000,000 to date - but assistance is needed to fully address important infrastructure needs including parking, drainage, façade, roof, and accessibility. Ownership is prepared to invest an additional \$1,377,782.80 and has secured financing for additional improvements. In order to proceed with the project, however, local assistance to support façade improvements, parking, accessibility, roof replacement in the amount of \$468,078.79, including \$100,000 in façade improvement assistance, is needed in order to proceed.

RENOVATION PROJECT SCOPE

Denny's Restaurant Seeks to locate on South Locust Street: The cornerstone of the Renovation Project is the addition of a Denny's Restaurant to the property. The decision by this large national franchise to locate in Grand Island on South Locust Street is a substantial vote of confidence in the corridor. There has not been a major development by a large national franchise on South Locust Street for decades. Over the course of the last 20 years, all major national franchise operators have chosen to locate in western Grand Island along Highway 281. Without some comparable developments on South Locust Street it will be difficult to both sustain recent successes as well as to meet future community needs. The development of a Denny's restaurant will be a major shot in the arm for South Locust Street and will accrue to the benefit of area residents and businesses by strengthening trade and economic activity including traffic, sales volume, tax base, and job creation.

Denny's will be open 24 hours a day, 365 days a year. The Restaurant is expected to employ 50 people, most of which will be full time. Denny's has 1,600 restaurants in the United States and is known for being affordable and family friendly. It serves breakfast, lunch and dinner daily.

The Denny's restaurant is proposed to be located in the current Garden Café restaurant space. Denny's will also, under a separate identity, operate a newly branded lounge. Liquor service will be available in both the Lounge and Restaurant. Full service catering will continue to be offered in the Convention Center.

Improvements Scope - \$1,377,782.80: Ownership is prepared to invest heavily in the renovation of the Hotel to consist of the following improvements:

Denny's Restaurant Improvements - \$495,874.80: This improvement consist of complete renovation of the existing restaurant and lounge. The interior of the existing space will be largely demolished. A contemporary restaurant and lounge designed in accordance with Denny's interior décor standards will be constructed. A key element of this component of the project will be the construction of a new entrance tower and vestibule along the north elevation of the Hotel building. This will serve as a signature feature of the facility and will create a visible entrance monument from South Locust Street. It will also provide easy access and handicapped accessibility.

Hotel Exterior and Façade - \$187,000.00: Façade improvements will consist of the addition of a decorative molded roofline and exterior elevation improvements in the form of an EFIS (stucco) veneer finish along entrances and porte cochere to provide vertical accents.

Plumbing and Mechanical - \$105,000.00: Plumbing and Mechanical systems serving the restaurant, convention center venues, and common areas will be replaced and/or upgraded.

Lounge Interior Remodel - \$70,758.00: As referenced above with the Restaurant, the Lounge will be renovated including creating a one level floor elevation as opposed to the current sunken multi-level design. This will provide for handicapped accessibility and improved circulation and utilization.

Public Areas/Restroom Renovations - \$44,150.00: The existing public entrance foyer and Lobby restrooms will be renovated to serve the Hotel, restaurant, and lounge and will be improved to enhance handicapped accessibility and increased capacity.

Parking Lot Improvements - \$175,000.00: The existing parking lot will be improved in the form of an asphalt overlay. The repaved and restriped lot will provide parking to serve the new and expanded restaurant and lounge. An additional xx spaces will be created.

Denny's Restaurant Improvements - \$300,000.00: The existing restaurant and kitchen will be essentially gutted with new equipment, furniture, and fixtures. The kitchen will feature kitchen equipment and preparation and cooking areas for both the Restaurant and the convention center. Improvements will include new window, wall, and floor coverings.

Economic Stimulus to South Locust Street and City: This property is a prime candidate for the Façade Improvement Program and Tax Increment Financing assistance because:

- The strong brand name of Denny's will bring instant name recognition and more stability to the property immediately.
- The South Locust Street corridor's appearance has been enhanced in recent years including the removal of the former Desert Rose. This project will make a bold statement at the southerly entrance to the corridor.
- There is potential for development at the southwest quadrant of the southwest intersection of Highway 34 and South Locust Street.
- The hotel has the largest convention center space in Grand Island.
- There is strong potential to draw more events including those associated with the State Fair and others utilizing the Fairgrounds such as agricultural shows.
- Denny's is a national brand that is well recognized by both local residents and those travelling along Interstate 80.
- The existing restaurant will be completely renovated on the exterior and the interior.
- The roofline of the hotel facility will be completely renovated.
- The addition of a national branded restaurant on South Locust Street will make an important statement for future investment on the corridor at a

time where most of the new development has been on the Highway 281 corridor.

- It is important for the community to have full service hotels with convention center facilities at various price points.
- Other businesses along South Locust Street will benefit from the additional traffic and recognition resulting from Denny's. This will generate economic growth for the entire area.



Howard Johnson Riverside Inn and Conference Center
Grand Island, Nebraska

Construction and Financial Pro Forma

Construction/Improvement Costs

Denny's Exterior and Interior Renovation	495,874.80
Hotel Exterior and Façade Renovation	187,000.00
Plumbing and Mechanical	105,000.00
Lounge Remodel	70,758.00
Public Restroom Renovation	44,150.00
Parking Lot Paving	175,000.00
Denny's Kitchen Equipment/FFE	300,000.00
Total Construction/Improvement Cost	\$1,377,782.80

Funding Summary

Owner Additional Equity Injection	100,000.00
Bank Loan – Wells Fargo	877,782.80
Façade Improvement Assistance	100,000.00
Denny's Franchisee Investment	300,000.00
Total	1,377,782.80

Valuation Summary

Assessor's Current Market Value	2,095,733.00
Estimated Assessor's Market Value at Completion	3,690,783.00
Current Tax	42,845.50
Estimated Tax after Improvements	77,814.40
Assessor's Estimated Excess Tax after Improvements	34,968.90

HALL COUNTY ASSESSOR

**121 South Pine Street, Suite 1
Grand Island, NE 68801-6099**

Phone: (308) 385-5050 Fax: (308) 385-5059 TDD: (800) 833-7352

**Janet Pelland
Assessor**

**Shirlee Mudloff
Deputy Assessor**

November 17, 2011

Chuyen Ngo
Stratford Plaza LLC
3333 Ramada Rd
Grand Island, NE 68801

RE: Howard Johnson Riverside Inn TIF Project

I have been asked to prepare an estimate of value for the proposed Howard Johnson Riverside Inn TIF Project. The new estimated value for the project will be \$ 3,690,783. The base value of the project is \$2,095,733, leaving an excess value of \$ 1,595,050. The estimated taxes for the excess portion based on the current tax rate are \$ 34,968.90.

Take care to remember that these figures are estimates only and could change once the project is completed and we have done a physical inspection. If you need any further information, feel free to contact my office.

OFFICE OF THE HALL COUNTY ASSESSOR

Janet L. Pelland
Hall County Assessor



Howard Johnson Riverside Inn and Conference Center
Grand Island, Nebraska

Projected Income and Expense Pro Forma

Income

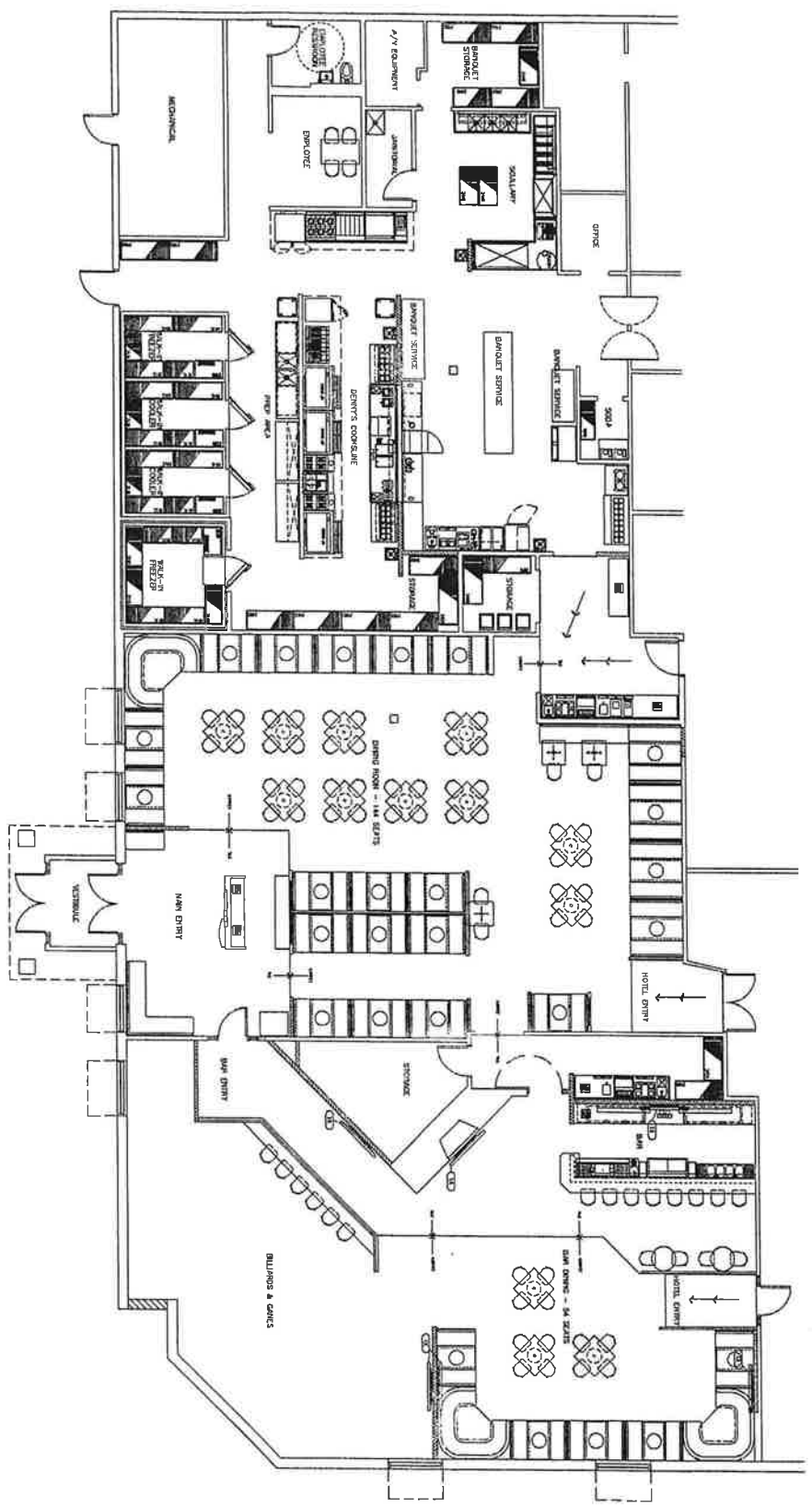
Room Revenue	1,800,000
Restaurant Lease	114,000
Other Income	50,000
Total Income	1,964,000

Expense

Wages	350,000
Payroll Taxes	35,000
Telephone	32,000
Operating/Guest Supplies	37,000
Cable Television	27,000
Guest Breakfast	50,000
Credit Card Processing	45,000
Taxes and Licenses	15,000
Computer Programs	20,000
Franchise Fees	135,000
Building Supplies	40,000
Plumbing/Heating	20,000
Furniture, Fixtures, Equip.	60,000
HVAC	22,000
Grounds	11,000
Electric Utility	100,000
Natural Gas	22,000
Water and Sewer	16,000
Property Tax	46,000
Insurance	39,000
Interest Expense	141,067
Depreciation	23,000
Management Fee	440,000
Other	127,000
Total	1,908,067

Attachment 'C'

FOOD SERVICE EQUIPMENT FLOOR PLAN - 198 TOTAL SEATS



FS-1

NO.	DESCRIPTION	DATE
1	1.00	1.00
2	2.00	2.00
3	3.00	3.00
4	4.00	4.00
5	5.00	5.00
6	6.00	6.00
7	7.00	7.00
8	8.00	8.00
9	9.00	9.00
10	10.00	10.00

PROJECT:
DENNY'S RESTAURANT
GRAND ISLAND, NE

RESTAURANT EQUIPMENT
FOOD SERVICE EQUIPMENT & FURNISHING DEALER
1001 SOUTH 20th AVE
DENVER, CO 80202
PHONE - 206-477-2525
TELEFAX - 206-477-2525
E-MAIL - jay@denvereq.com

NO.	DESCRIPTION	DATE
1	1.00	1.00
2	2.00	2.00
3	3.00	3.00
4	4.00	4.00
5	5.00	5.00
6	6.00	6.00
7	7.00	7.00
8	8.00	8.00
9	9.00	9.00
10	10.00	10.00

FLOOR PLAN:

The floor plan shows a building with the following dimensions and layout:

- Overall Dimensions:**
 - Top: 22'-0" (left), 99'-0" (middle), 6'-0" (right)
 - Right: 168'-0" (top), 396'-0" (bottom)
 - Bottom: 5'-0" (left), 5'-0" (middle), 12'-0" (right), 23'-0" (right), 13'-0" (right), 113'-0" (right), 4'-0" (right), 53'-0" (right), 4'-0" (right)
 - Left: 61'-0" (top), 134'-0" (middle), 5'-0" (bottom)
- Rooms and Features:**
 - Entrance:** Located at the top right, labeled "ENTRY".
 - Hallway:** A central hallway runs vertically through the middle of the plan.
 - Rooms:**
 - Top left: A room with a door labeled "A".
 - Top middle: A room with a door labeled "C".
 - Top right: A room with a door labeled "B".
 - Middle right: A room with a door labeled "B".
 - Bottom right: A room with a door labeled "B".
 - Bottom middle: A room with a door labeled "A".
 - Bottom left: A room with a door labeled "C".
 - Dimensions of Rooms:**
 - Top left room: 22'-0" x 61'-0"
 - Top middle room: 99'-0" x 6'-0"
 - Top right room: 168'-0" x 6'-0"
 - Middle right room: 153'-0" x 19'-0"
 - Bottom right room: 113'-0" x 4'-0"
 - Bottom middle room: 53'-0" x 4'-0"
 - Bottom left room: 5'-0" x 5'-0"

Builders

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR'S CLIENT'S SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

FOX CONSTRUCTION:

3333 RAMADA ROAD
GRAND ISLAND, NE 68801

I HAVE READ AND AGREE TO THE TERMS

DESIGNED BY
JACQUE

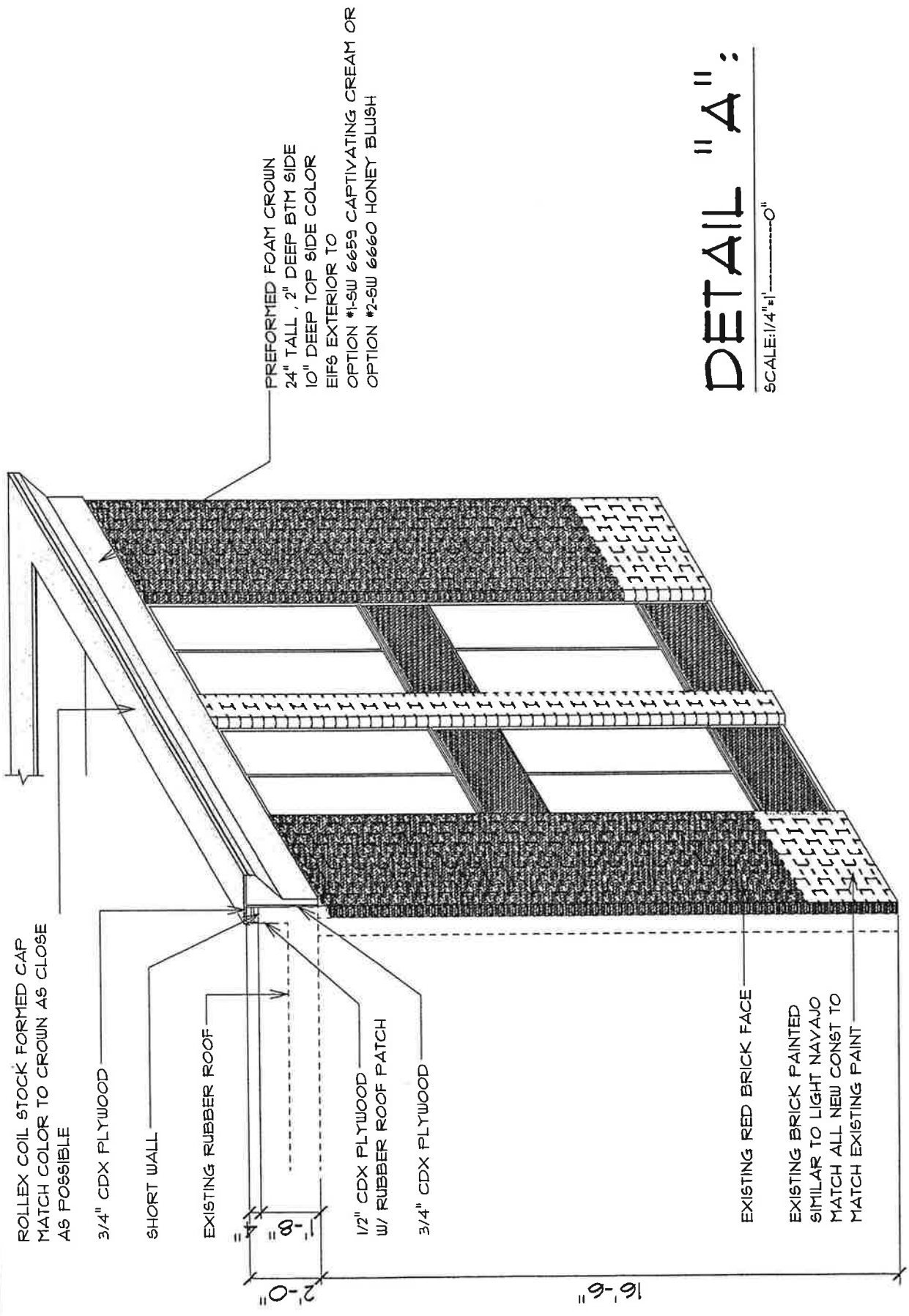
907

Abstract

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5

APR NO.
7933



DETAIL "A":

SCALE: 1/4" = 1'-0"

Bûilders

1-308-382-9656

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR'S CLIENT'S SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

EXTERIOR REMODEL DESIGNED FOR: JACQUE

FOX CONSTRUCTION:

HOWARD JOHNSON
3333 RAMADA ROAD
GRAND ISLAND, NE 68801

PAGE

2

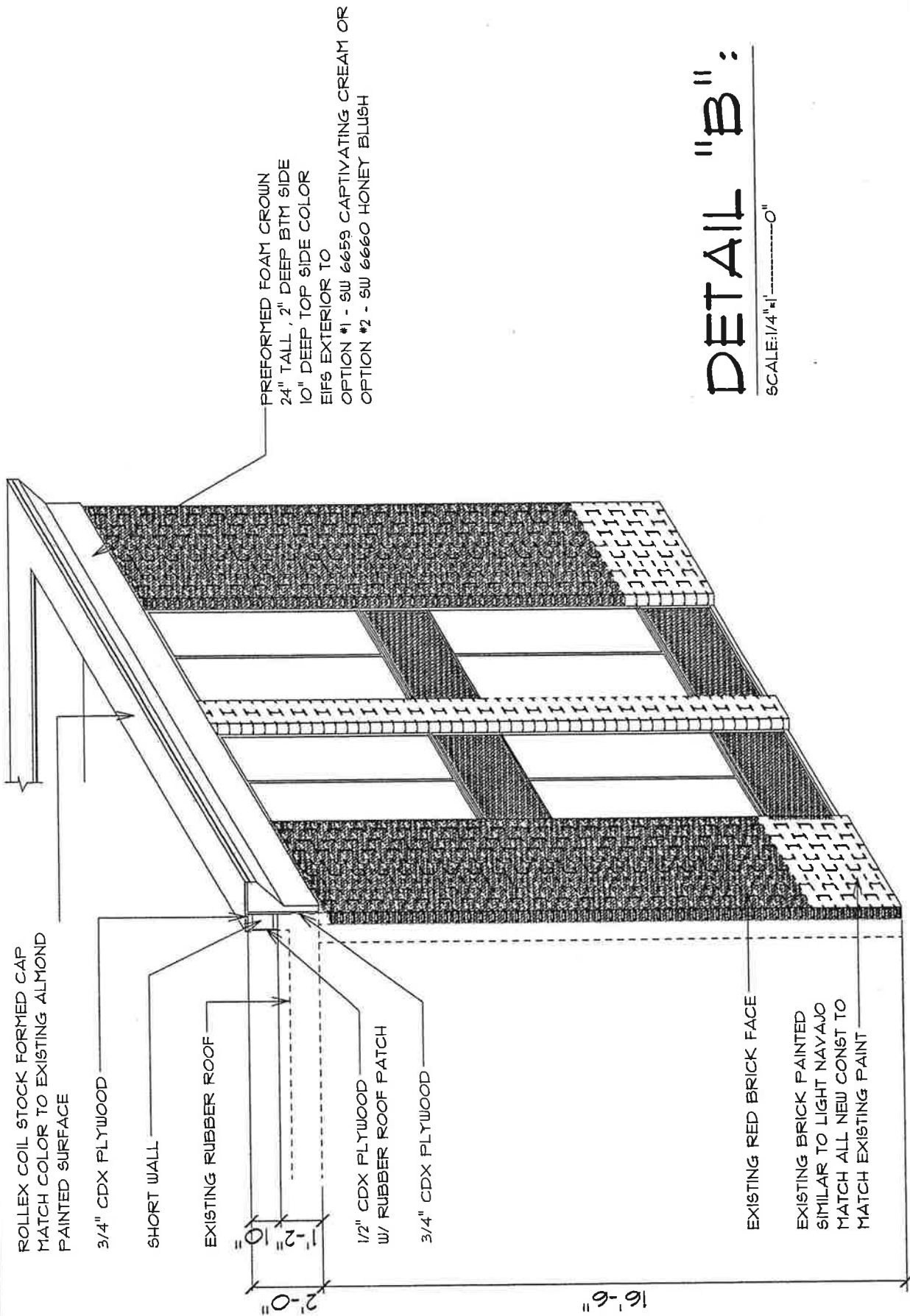
OF

6

I HAVE READ AND AGREE TO THE TERMS

JOB NO.

7933



DETAIL "B":

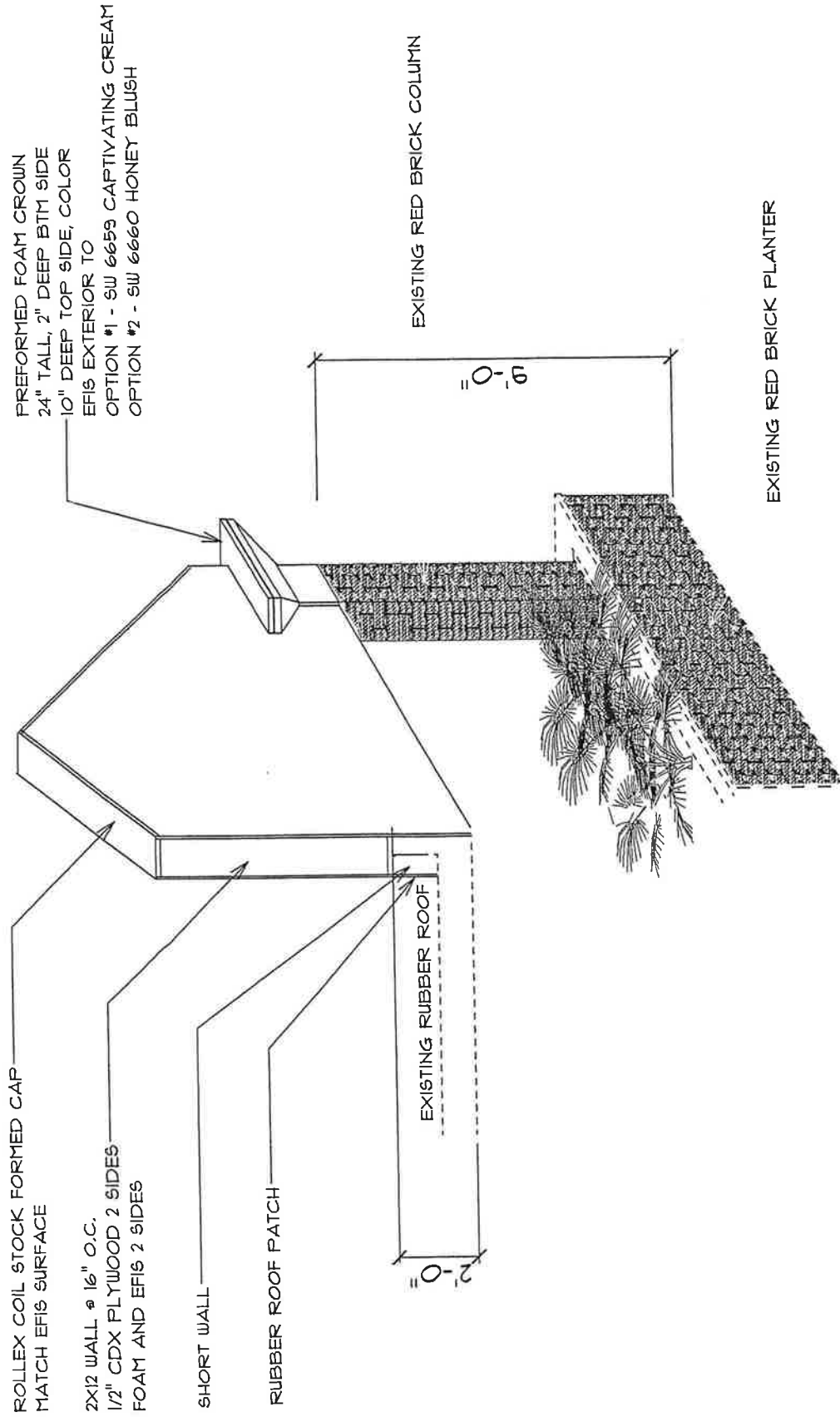
SCALE: 1/4" = 1'-0"

DESIGNED BY:	JACQUE
EXTERIOR REMODEL DESIGNED FOR:	
FOX CONSTRUCTION:	HOWARD JOHNSON 3333 RAMADA ROAD GRAND ISLAND, NE 68801
PAGE	3
OF	6
JOB NO.	7933

Builders

1-308-382-9656

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR'S CLIENTS' SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.



DETAIL "C":

SCALE: 1/4" = 1'-0"

Buîlders

1-308-382-9656

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR'S SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

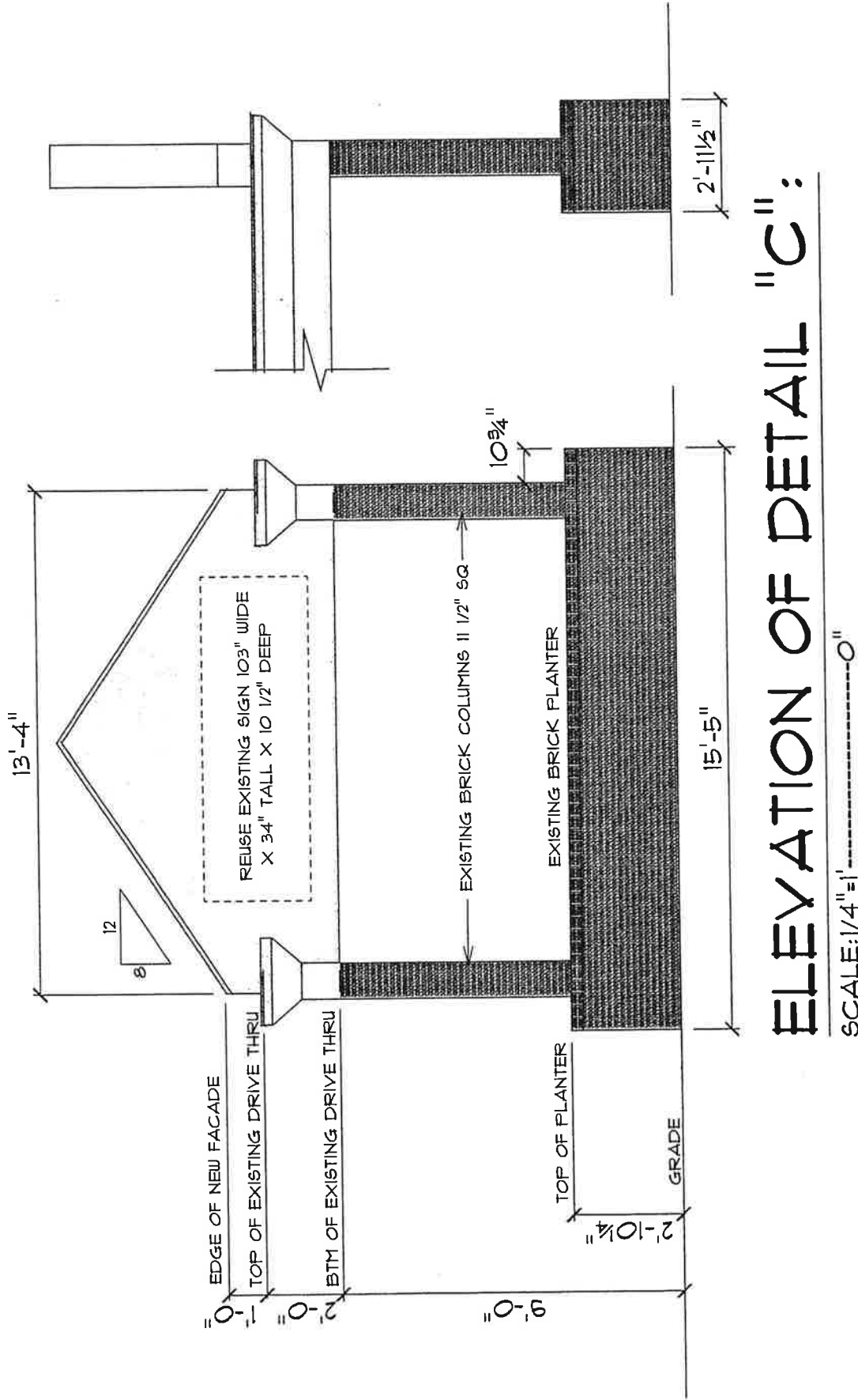
EXTERIOR REMODEL DESIGNED FOR: JACQUE

FOX CONSTRUCTION: HOWARD JOHNSON

3333 RAMADA ROAD
GRAND ISLAND, NE 68801

I HAVE READ AND AGREE TO THE TERMS

1933

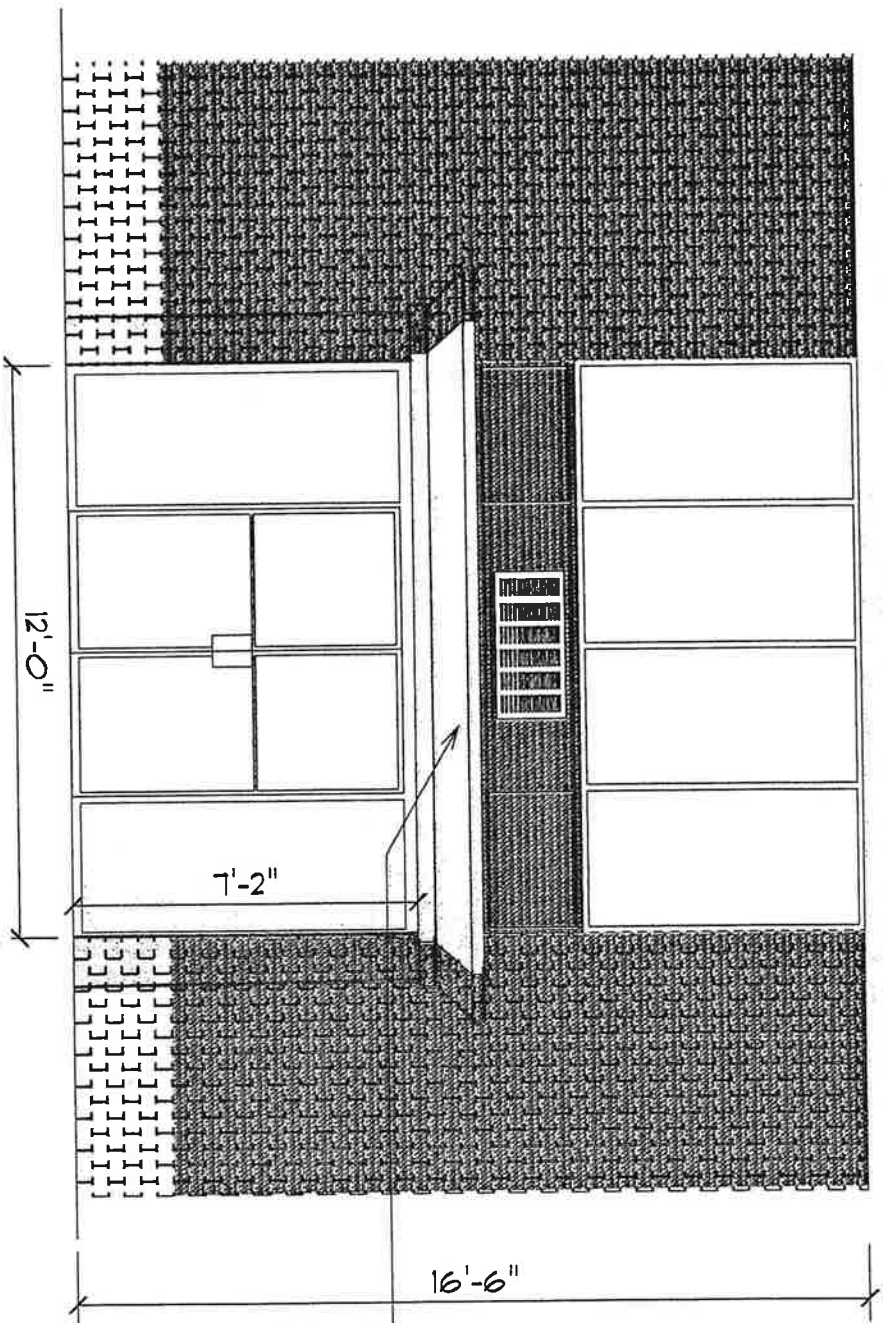


DRAWN BY: JACQUE	EXTERIOR REMODEL DESIGNED FOR:	
PAGE 5	FOX CONSTRUCTION: HOWARD JOHNSON 3333 RAMADA ROAD GRAND ISLAND, NE 68801	
PAGE 6		
JOB NO. 7933	I HAVE READ AND AGREE TO THE TERMS	

Builders

1-308-382-3656

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR/CLIENTS SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.



"B" ENTRY DETAIL:

SCALE: 1/4" = 1'-0"

NEW GROUT APPLIED ABOVE
B ENTRY TRIM TO 16 1/2" TALL
EIFS EXTERIOR PAINTED
OPTION * 1 SW 6653 CAPTIVATING CREAM OR
OPTION * 2 SW 6660 HONEY BLUSH

Builders

1-308-382-9656

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR'S SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

EXTERIOR REMODEL DESIGNED FOR:

JACQUE

FOX CONSTRUCTION:

HOWARD JOHNSON

3333 RAMADA ROAD

GRAND ISLAND, NE 68801

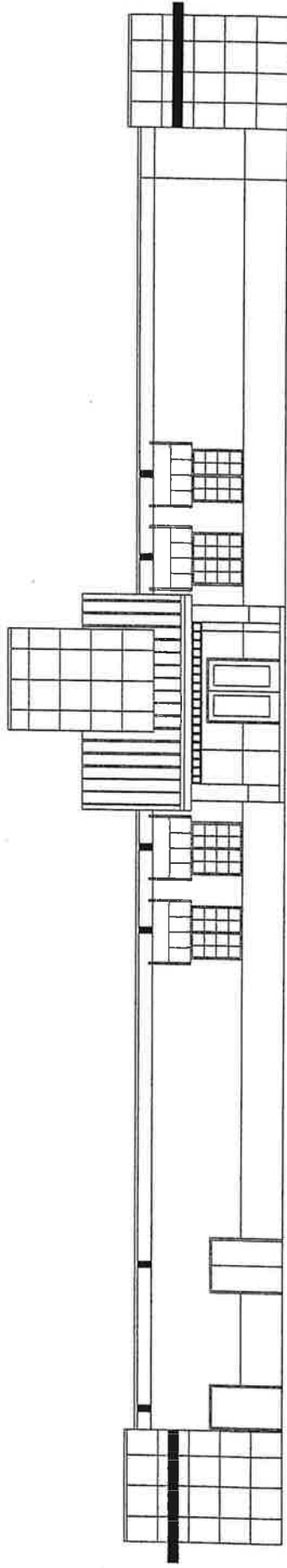
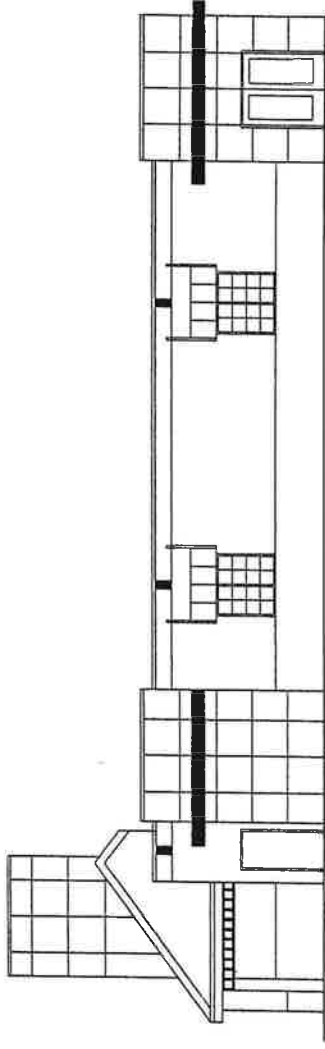
I HAVE READ AND AGREE TO THE TERMS

1933





Grand Island Denny's Elevation





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

RESOLUTION NO. 126

**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 amendment (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

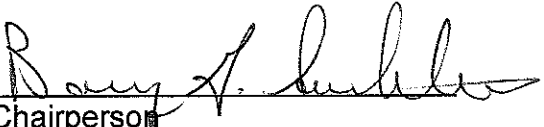
WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

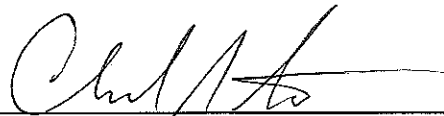
The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 11th day of January, 2012.

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

By 
Chairperson

ATTEST:


Secretary

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

RESOLUTION NO. 127

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 #2, from Chuyen Ngo, (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 #2;

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 11 day of January, 2012.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By 
Chairperson

ATTEST:


Secretary

Resolution Number 2012 - 01

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT
PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF
RELATED ACTIONS**

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**"), referred that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the "**Commission**") a copy of which is attached hereto as Exhibit "A" for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

WHEREAS, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County;

NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:

Section 1. The Commission hereby recommends approval of the Redevelopment Plan.

Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: February 1 2012.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By: 
Chair

By: Leslie E. Ruge
Secretary

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____th day of _____, 2012, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”), and Stratford Plaza, LLC, a Nebraska limited liability company (“Redeveloper”).

WITNESSETH:

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

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

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

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

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

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

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

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

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

“Redeveloper” means Stratford Plaza, LLC, a Nebraska limited liability company.

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

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

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

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

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

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Authority.

The Authority makes the following representations and findings:

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

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

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

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

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

(2) Based on Representations made by the Redeveloper:

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

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

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

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

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

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

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

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

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

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

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

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

Section 3.02 Issuance of TIF Indebtedness

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

The TIF Indebtedness issued pursuant to the provisions of this contract constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Redevelopment Area". The TIF Indebtedness shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. The TIF Indebtedness shall not constitute an obligation of the State of Nebraska or of the City or the Authority (except for such receipts as have been pledged pursuant to Section 3.03) and neither the State or Nebraska, the Authority nor the City shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 3.03). Neither the members of the Authority's governing body nor any person executing the TIF Indebtedness shall be liable personally on the TIF Indebtedness by reason of the issuance thereof. The Authority's obligation to the holder of the TIF Indebtedness shall terminate, in all events no later than 15 years from the effective date set forth in Section 3.01 hereof.

Section 3.03 Pledge of TIF Revenues.

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

Section 3.04 Grant of Proceeds of TIF Indebtedness.

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

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

Section 3.05 Creation of Fund.

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

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

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

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

(c) Redeveloper shall pay, on execution hereof the sum of \$1,000.00 to the City of Grand Island for administrative expenses related to payment of the tax increment revenue.

Section 4.02 Cost Certification.

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

Section 4.03 Legal Costs.

Redeveloper shall pay the Authority the sum of \$5,000 for the costs incurred by the Authority associated with the issuance of the TIF Indebtedness. Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

Section 4.04 No Discrimination.

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

Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation [over and above the valuation thereof as the same existed on January 1, 2012] of the Redevelopment Project Area of One Million Five Hundred Ninety Five Thousand Dollars (\$1,595,000) no later than no later than January 1, 2013. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will (1) file a protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than the sum of: (a) One Million Five Hundred Ninety Five Thousand Dollars (\$1,595,000) and (b) the valuation of the Redevelopment Project Area as the same existed on January 1, 2012; (2) convey the Redevelopment Area or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor (3) allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding.

Section 4.07 Assignment or Conveyance.

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

conditions of this Redevelopment Contract.

Section 4.08 Purchase of TIF Indebtedness.

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

Section 4.09 Penal Bond.

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

Section 4.10 Immigration Status.

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

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or

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

Section 6.02 Additional Remedies of Authority

In the event that:

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

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

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

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

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

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

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Forced Delay Beyond Party's Control.

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

Section 6.05 Limitations of Liability; Indemnification.

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

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

including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 Third Party Enforcement,

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

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

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

Stratford Plaza, LLC

By: _____
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

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

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Manager of Stratford Plaza, LLC, on behalf of the limited liability company.

Notary Public

EXHIBIT A

Lot 11, Woodland Second Subdivision, an addition to the City of Grand Island, Hall County, Nebraska, excepting therefrom a tract of land more particularly described in a Deed recorded as Document No. 200007531 in the office of the Hall County, Nebraska office of the Register of Deeds.

A-I

EXHIBIT B

DESCRIPTION OF PROJECT

Demolition, rehabilitation and construction of an exterior façade and interior remodeling of Howard Johnsons Hotel to provide a renovated restaurant for Denny's together with additional parking lot rehabilitation.

EXHIBIT C

TIF INDEBTEDNESS

1. Principal Amount: \$524,520.00 [annual payment amounts assumed are \$34,968]
2. Payments: Semi-annually or more frequent, with payments limited to annual incremental taxes revenues from the project.
3. Interest Rate: Zero percent (0.00%)
4. Maturity Date: On or before December 31, 2028.

EXHIBIT D

PROJECT COSTS

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

1. Redevelopment Area rehabilitation and remodeling cost
2. Site demolition work and site preparation
3. Utility extensions, installation of gas, water, sewer and electrical lines and equipment
4. Façade improvements
5. Interior rehabilitation