City of Scottsbluff, Nebraska Monday, August 3, 2015 Regular Meeting

Item Claims2

Council to authorize the Mayor and the Leasing Corporation President to sign requisition certificate for payment of legal fees and reimbursement of downtown building purchases on the 2015 Lease Rental Bond.

Staff Contact: Renae Griffiths, Finance Director

Requis	ition No.	11	
Date:	8-3-15		

REQUISITION CERTIFICATE

TO: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE TRUST INDENTURE DATED FEBRUARY 15, 2003, BETWEEN THE CITY OF SCOTTSBLUFF LEASING CORPORATION, AND THE TRUSTEE, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, AND THE LEASE DATED FEBRUARY 15, 2003, BETWEEN THE CORPORATION AND CITY OF SCOTTSBLUFF, NEBRASKA, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME

The undersigned hereby request that the following amounts be paid to the following payees for the following Project Costs as defined in said Lease:

Amount	Payee and Address	Description
\$14,000.00	Gilmore & Bell PC 450 Regency Pkwy, Suite 320 Omaha, NE 68114-3777	Legal fees
\$435,382.50	City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361	Bldgs purchase reimbursement

We hereby state and certify that: (a) the amounts requested are or were necessary and appropriate in connection with the acquisition, construction, furnishing and equipping of the Project, have been properly incurred and are a proper charge against the Construction Fund, and have been paid by or are justly due to the persons whose names and addresses are stated above, have not been the basis of any previous requisition from the Construction Fund, and that such amounts are subject to capitalization for federal income tax purposes to the extent required by Revenue Procedure 82-26; and (b) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, construction, furnishing and equipping of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

CITY OF SCOTTSBLUFF, NEBRASKA

Ву:		
Title:		

By: ______ Title:

C-1



GILMORE & BELL PC 450 REGENCY PARKWAY, SUITE 320 OMAHA, NEBRASKA 68114-3777 402-991-9450 | 402-991-9455 FAX GILMOREBELL.COM

June 24, 2015

City of Scottsbluff Leasing Corporation 2525 Circle Drive Scottsbluff, Nebraska 69361 Attn: Renae L. Griffiths, Director of Finance

> Re: \$3,725,000 City of Scottsbluff Leasing Corporation Tax Supported Lease Rental Revenue and Refunding Bonds, Series 2015

Dear Ms. Griffiths:

Enclosed is our statement for legal services rendered in connection with the above-referenced issue.

It was a pleasure working with you on this matter. Please let us know at any time if we may be of further assistance to you.

Very truly yours,

Christine C. Klinker

CCK/dlt Enclosure 601574.90005



GILMORE & BELL PC 450 REGENCY PARKWAY, SUITE 320 OMAHA, NEBRASKA 68114-3777

402-991-9450 | 402-991-9455 FAX GILMOREBELL.COM

EIN: 43-1611738

Matter No. 601574.90005

June 24, 2015

Invoice No. 2031430

City of Scottsbluff Leasing Corporation \$3,725,000 Tax Supported Lease Rental Revenue and Refunding Bonds Series 2015

For legal services rendered	in connection	n with the issuance	of the above-	
referenced financing.				\$14,000.00
Total Fees			•••••	<u>\$14,000.00</u>

WIRE or ACH INSTRUCTIONS:

Commerce Bank of Kansas City Kansas City, Missouri (ABA #101000019) For the Account of Gilmore & Bell, P.C. (Account #2765058)

Note: Please Reference the Invoice Number

MGR



A. Settlement Statement (HUD-1)

B. Type of Loan

1. FHA 2. RHS 3. Conv. Unins.	6. File Number: 15020022	7. Loan Number:	8. Mortgage la	nsuranco Caso Number:
4. 🗌 VA 5. 🗌 Conv. ins.				
C. Note: This form is furnished to give you a ste items marked "(p.o.c.)" were peld outs	itement of actual sattlement ide the closing; they are sh	costs. Amounts paid to and wn here for informational pu	by the settlement egent a rposes and are not includ	ve shown. Ied in the totals.
D. Name and Address of Buyer:	E. Name and Address of		F. Name and Address a	
City of Scottsbluff, Nebraska,	Thorosa Lowe Ek/a The	the Johnson and		
a municipal corporation	Lance Lowe	484 JOLE DOL (2013		
2525 Circle Drive	1936 5th Avenue			
Scottabluff, NE 69361	Deland, FL 32724			
G. Property Location:	H. Sattlement Agent:	88-1150376	L	I. Settlement Date:
15 E. 18th Street	Title Express Services I	LC		
Scottsbluff, NE 69381 Scotts Bluff County, Nebraska	1208 Avenue I, Suite B			April 7, 2015
Pt of Lis 5 & 6, Bik 3	Scottsbluff, NE 69361 Piace of Settlement		Ph. (308)632-2241	
Seventh Add to Scottsbluff	1208 Avenue I, Suite B			
SB Cty, NE	Scottsbluff, NE 69361			
J. Summary of Buyer's transaction		K. Summery of Seiler's		
100. Gross Amount Due from Buyer:		400. Gross Amount Due		
101. Contract sales price 102. Personal property	147,000.00	401. Contract sales price)	
103. Settlement Charges to Buyer (Line 1400)	700.70	402. Personal property 403.	· · · · · · · · · · · · · · · ·	
104		404.		
105.		405.		
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108. Assossments to		407. County Taxes 408. Assessments	to	
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111. 112.		411.		
120. Gross Amount Dus from Buyer	147,700.70	420. Gross Amount Du	e to Seiler	
200. Amounts Paid by or in Behalf of Buyer		500, Reductions in Am		
201. Deposit or earnest money	(6) 3,500.00	501. Excess deposit (see		
202. Principal amount of new loan(s)		502. Sotiloment charges		
203. Existing loan(s) taken subject to 204.	<u> </u>	503. Existing loan(s) tak		
205.		504. Payoff First Mortgag 505. Payoff Second Mortg		
208		506.	1989	
207.		507		
208.		608.		
209. % Owners Policy and CPL Adjustments for items unpaid by Seller		509. Adjustments for items	unnold by Soller	L
210. City/Town Taxas to	1	510. CityTown Taxes	to	
211. County Taxes to		511. County Taxes	to	
212. Assessments to		512. Assessments	to	
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218.		518.		
219.		519.		
220. Total Paid by/for Buyer	3,763.25	520. Total Reduction A		
300. Cash at Settlement from/to Buyer		600. Cash at settlemen		
301. Gross amount due from Buyer (line 120) 302. Less amount paid by/for Buyer (line 220)	147,700.70	601. Gross amount due t 602. Loss reductions due		
103. Cash X From To Buyor	143,937.45	603, Cash To	From Seller	

Paid ends a found by berrawer(0), escards, leader(1), or chrideer(17). The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer City of Scottsbuff, Nebraska, a municipal corporation

BY:_____ Randy Metninger-Mayor

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid GMB control number. No confidentially is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the satisferent process. HUD-1

Page 1 of 3

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05. Credit Re		to				(from GFE #3)			
06. Tax servi		to				(from GFE #3)			
07. Flood cor	rtification	to				(from GFE #3)			
						(from GFE #3)			
09.						(from GFE #3)			
10.		<u> </u>				(from GFE #3)			
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	Mar's insurance	the second s	months @ \$	per m	unth	\$	-		
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	rvices and lende		CO			(from GFE #4)		125.00	
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	s title policy limit		\$ 147,000.00						
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208. 207. 2014 Re 100 Antro 301. Reguto 302. Post Ins 303. 303. 304. 305.	d services that y spection	ou can shop fo				\$			

By signing page 1 of this statement, the signaturies extensive dge receipt of a completed copy of page 2.4.3 of this tree page statement.

Certified to be a true copy.

Title Express Services LLC, Settlement Agent

We, the undersigned, do hareby certify that we are eware that the Federal Deposit Insurance Carporation (FDIC) coverage applies only to a cumulative maximum amount of \$100,000.00 for each individual depositor for all of depositor's accounts at the same related institution. Agency assumes no responsibility for, nor will Purchaser and Seller held same liable for any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amount and that the excess amount is not insured.

Page 2 of 3

HUD-1 (15020022.PFD/15020022/15)

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	Good Faith Estimate	HUD-1			
Charges That Cannot Increase HUD-1 Li					
Channes That In Third Council is					
Charges That in Total Cannot Increase More than 10% Government recording charges #120		Good Faith Estimate	KUD-1		
Government recording charges #120 Tillo services and lender's title insurance \$110			10.00		
Owner's tille insurance to TES Premium Account #110			125.00		
			501.50		
	Total		836.50		
increase bet	ween GFE and HUD-1 Charges	\$ 638.50 (ar 0.00%		
Charges That Can Change		Good Faith Estimate	HUD-1		
Loan Terms		Cool I Gui Estimate			
Your initial loan amount is					
Your loan term is	N/A				
Your initial interest rate is	%				
Your initial monthly amount owed for principal, interest and any mortgage insurance is	Id N/A Principal Interest Mortgage Insurance				
Can your interest rate rise? X No Yes, it can rise to a maximum of%. The fir change will be on and can change again everymonths					
Even if you make payments on time, can your loan balance rise?	🔀 No 📋 Yos, it can rise	to a maximum of \$			
Even If you make payments on time, can your monthly amount owod for principal, interest, and mortgage insurance rise?	X No Yes, the first in emount owed can rise to \$ The maximum it can over rise		_ and the monthly		
Does your loan have a prepayment penalty?	🔀 No 🗌 Yos, your maxi	mum prepayment penalty is	s		
Doos your loan have a balloon payment?	X No Yes, you have due in years on				
Total monthly amount owed including escrow account payments	X You do not have a monitory escrow payment for litens, such as property taxes and homoowner's insurance. You must pay these items directly yourself. You have an additional monthly escrow payment of SN/A that results in a total initial monthly amount ewod of SN/A. This includes principal, interest, any mortgage insurance and any items checked below. Property taxes Homeowner's insurance Flood insurance Items of the surance				

Note: If you have any questions about the Sattlemant Charges and Lean Terms listed on this form, please contact your lender.

Page 3 of 3

HUD-1 Attachment

Buyer(S):	City of Scottsbluff, Nebraska, a municipal corporation		
• • •	2525 Circle Drive		
	Scottsbluff, NE 69361		
Settlement Agent:	: Title Express Services LLC		
-	(308)632-2241		
lace of Settlement:	1208 Avenue I, Suite B		
	Scottsbluff, NE 69361		
Settlement Date:	: April 7, 2015		
Property Location:			
	Scottsbluff, NE 69361		
	Scotts Bluff County, Nebraska		
	Pt of Lts 5 & 6, Bik 3		
	Seventh Add to Scottsbluff		
	SB Cty, NE		
Closing Protection	xpress Services LLC		100.00 25.00
-		Total	\$ 125.00
Owner's Title Ins	surance		······································
Owner's Policy Pro			501.50
to TES F	Premium Account		
		\$ -4-4	
		Total	\$ <u> </u>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of Scottsbluff, Nebraska, a municipal corporation

BY:_____ Randy Meininger-Mayor

WARNING: It is a crime to knowingly make faise statements to the United States on this or any similar form. Panalitos upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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(15020022.PFD/15020022/15)

Brandt Appraisal Co., Inc. Post Office Box 71, Scottsbluff, NE 69363-0071

March 6, 2015

Invoice # 2485/2486

Ms. Darlene Kovarik Century 21 1208 Avenue I Scottsbluff, Nebraska

> Subject: Two Office Buildings 15and 23 East 18th Street Scottsbluff, Nebraska

	Work Performed: Less Retainer	\$5,000 <u>-\$2,500</u>
	Total Amount Due:	\$2,500
	Payment due Net 10 Days Past due accounts will be charged at 1 ½% per mo or \$10.00/month minimum, on unpaid balance. FED ID #47-0492490	with (18% per annum), ok to P_{ay} NS 4/2/15/
Make Pa	Make checks Payable to: Brandt Appraisal Company, Inc. Post Office Box 71 Scottsbluff, Nebraska 69363-0071 iyolle to: Venlor: 8332 Hometean Realty, Inc.	Run through Clums Contregency: 111-58-111-113



A. Settlement Statement (HUD-1)

B. Type of Loan			_						
	6. Fila Nu	mber:	7.	Loan Ni	amber:		8. Mortgage tr	Isurance C	ase Number;
	15020034								
4. 🗌 VA 5. 🗍 Conv. Ins.									
C. Noto: This form is furnished to give you a sta	temant of	actual sottlement (costs. /	Amounis	paid to and	by the se	tioment agent a	re shown.	
liams marked "(p.o.c.)" were poid outs!					national pu	rposes an	id are not includ	lod in the t	usis.
D. Name and Address of Buyer:	E. Na	me and Address of	Seller:			F. Name	and Address of	Lander:	
City of Scottsbuff		D. Essert and							
2525 Circle Drive		a G. Essart							
Scottabluff, NE 69361		. 24th Avenue							
	Tomin	gton, WY 82240							
	-								
G. Property Location:		tlement Agent:	_	88-1150	376			L Settler	nont Date;
23 E. 18th Street		xpress Services Li	.C						
Soutisbluff, NE 69361		wonus I, Sulto B						April 7, 2	015
Social Bluff County, Nebraska		bluff, NE 69381				<u>Ph.</u> ((308)832-2241		
8 5° cf W 45° cf E 80° cf Lot 5 & E 83.8° cf Lot 8, Bik		of Settlement							
3, Seventh Add		ivonico I, Suite B bluff, NE 69361							
	Lacous	MUN, RE 08001							
J. Summary of Buyer's transaction			K.S.	immary o	of Seller's	transactio	n		
100. Gross Amount Due from Buyer:					nount Due				
101. Contract sales price		282,500.00			setos price	3			
102. Personal property				Personal	property				
103. Settlement Charges to Buyer (Line 1400)		502.75	403						
105.			404.						
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211. County Taxos to				County T		· · ·	to		
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220. Total Paid by/for Buyer		20,000.00	1.20	Totel Po	duction A	mount Pr	a Softer]
300. Cash at Settlement from/to Buyer					settlemen				1
301. Gross amount due from Buyer (line 120)		283.002.75			nount due l				I
302. Less amount paid by/for Buyer (line 220)		(20,000.00)			uctions du				X
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		✓ 200,00275	Long		<u> </u>	<u> </u>	- roiti Saliet		

Paid endos clobels by serverento, external tencent), or sind-servin) The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer City of Scottsbluff

8Y.__

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currantly valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the sottlement process. Page 1 of 3 HUD-1 HUD-1

Division of commiss	ion (line 700) as folio	ili si			Paid From Buyers Funds at	Paid From Seller's Funds at
2.8					Settement	Ostiement
<u>a</u>						
<u>и</u>		to				
95. XIII An TRAVALLE OCCU 11. Our origination chan			^	(from GFE #1)		
2. Your credit or charge		lic interest rate chosen	<u>\$</u>	(from GFE #2)		
3. Your acjusted origina			2	(from GFE #A)	0.00	
A. Appraisal fee	to			(from GFE #3)		
3. Credit Report	to			(from GFE#3)		
6. Tex service	to			(from GFE #3)		
07. Flood certification	to	<u></u>		(from GFE#3) (from GFE#3)		
19. 			_	(from GFE#3)		
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			a line of the	2 CONTRACTOR OF		260 A 17
01. Daily Interest charge	a from	to	@ \$/day	(from GFE #10)		
2. MIP Tot Ins. for Life o		ionths to		(from GFE#3)		I
23. Homoownor's insura	nco for years to	0	· · · · · · · · · · · · · · · · · · ·	(from GFE #11)		
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03. Mortgage Insurance		months 🙆 \$	per month	\$		i
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05				\$		
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107. 169.		months 🚯 \$	per month			
<u> </u>				<u></u>		
					CARACTER OF STREET	al, vite and
01. Title services and i		0		(from GFE #4)	100.00	
102. Settlement or closi	ng faa			\$		
03. Owner's title Insura	inco to TES Promium	Account		(from GFE #5) plus CPL	\$25.00 386.75	
IO4. Lender's titlo insura		Account		8		
105. Londor's title policy		\$				
08. Owner's title policy		\$ 282,500,00				
			ess Services LLC		678.72	
107. Agents portion of t		arance premauna to 123	Prenaum Account		119.78	
08. Underwriter's porti						
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By signing page 1 of the statement, the signaturies a cimewiedge receipt of a completed capy of page 2 & 3 of the targe page statement.

Cartified to be a true copy

Title Express Services LLC, Settlement Agant

We, the undersigned, do hereby certify that we are aware that the Federal Deposit Insurance Corporation (FDIC) coverage applies only to a cumulative madmum amount of \$100,000.00 for each individual depositor for all of depositor's accounts at the same related institution. Agency assumes no responsibility for, nor will Purchaser and Solfor hold same liable for any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amount and that the excess amount is not insured.

Page 2 of 3

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	Good Faith Estimate	HUD-1			
Charges That Cannot Increase HUD-1 Lin					
Charges That in Total Cannot Increase More than 10% Government recording charges #120		Good Faith Estimate	HUD-1		
	<u> </u>		16.00		
Title services and lendor's title insurance #110 Owner's title Insurance to TES Premium Account #110			100.00		
STILL STORAGE AND TO FIGHT ACCOUNT STILL	3		366.75		
	Total		502.75		
Increase betw	veen GFE and HUD-1 Charges	\$ 502.75			
Charges That Can Change		Good Faith Estimate	HUD-1		
Loan Terms					
Your initial toan amount is		··· ··· ··· ··· ··· ··· ··· ··· ··· ··			
Your team team is	N/A		-		
Your Initial Interest rate is					
Your initial monthly amount owed for principal, interest and any mortgage insurance is	N/A Principal Interest Mortgaga Insurance				
Cen your interest rate riso?	X No Yos, It can rise chargo will be on & Every chargo date by%. Over the life to never be lower than	nd can chango again every), your interest rate can inc) of the loan, your interest r	/ months after rease or decrease zte is guzranteed		
Even if you make payments on time, can your loan balance rise?	X No Yes, it can rise	to a maximum of \$			
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	X No Yes, the first in amount owed can rise to \$ The maximum it can ever rise		_ and the monthly		
Does your loan have a prepayment penalty?	X No Yes, your maxim	mum propayment penalty is	I \$		
Does your loan have a balloon payment?	your tean have a balloon payment? X No Yos, you have a balloon payment of \$				
Total monthly amount owed including escrew account payments	Xu do not have a monthly escrew payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself.				
	in a total initial monthly amour principal, interest, any mortga		dos		
	Property taxes Flood insurance	Нотоомп 	ar's insurance		

Noto: If you have any questions about the Settlement Charges and Lean Terms listed on this form, please contact your lender.

Page 3 of 3

Buyer(\$)	City of Scottsbluff 2525 Circle Drive		
	Scottsbluff, NE 69361		
Settlement Agent	Title Express Services LLC (308)632-2241		
Place of Settlement:	1208 Avenue I, Suite B		
Settlement Date:	Scottsbluff, NE 69361 April 7, 2015		
Property Location			
•••	Scottsbluff, NE 69361		
	Scotts Bluff County, Nebraska		
	S 5' of W 45' of E 80' of		
	Lot 5 & E 89.6' of Lot 6, Bik		
	3, Seventh Add		
Title Services an	d Lender's Title Insurance Details		
Title Services an Settlement/Closing			100.00
Settlement/Closing			100.00
Settlement/Closing) Fee	Total	100.00
Settlement/Closing) Fee	Total	
Settlement/Closing	g Fee xpress Services LLC	Total	
Settlement/Closing to Title E	g Fee xpress Services LLC surance	Total	
Settlement/Closing to Title E Owner's Title In: Owner's Policy Pn	g Fee xpress Services LLC surance	Total	\$ 100.00
Settlement/Closing to Title E Owner's Title In: Owner's Policy Pn	g Fee xpress Services LLC surance emtum	Total	<u>\$ 100.00</u> 386.75

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of Scottsbluff

BY:_

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can Include a fine and imprisonment. For details see: Title 15 U.S. Code Section 1001 and Section 1010.

(15020034.PFD/15020034/10)



Home Team Realty 1208 Avenue I, PO Box 2425 Scottsbulf, Nebraska 69363-2425 Offica (308) 632-7141 Fax (308) 632-5349 Toll Free (690) 998-7921 Web Site www.c21hometeam.net

INVOICE

TO: City of Scottsbluff 2525 Circle Drive Scottsbluff, Nebraska 69361

> Reimbursement for prepayment of \$2,500.00 for Amount due: infristing Appraisals for 15 E 18th Street and 23 E 18th Street, Scottebluff, Nebraska ,

> > AMOUNT DUE \$2,500.00

SEE ATTACHED EMAIL FROM GARY BRANDE, APPRAISER

Please make check payable to Century 21, Home Team Realty.

Thank you.

JK to Vay NJ 2/20/15 111 - 58111 - 113 08332 MIS

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Renae Griffiths

From:
Sent:
To:
Subject:

Renae Griffiths Tuesday, June 16, 2015 7:44 AM Klinker, Christine (G&B) (cklinker@gilmorebell.com) FW: Downtown buildings

Good morning,

I think this is what you're asking for? The corresponding dates and payee is:

Century 21	2-6-15
Home Team Realty	3-2-15
Title Express	3-18-15

Home Team Realty	2-18-15
Home Team Realty	4-6-15
Title Express	3-18-15

Hope this is what you're needing, Thanks, Renae

From: Renae Griffiths Sent: Wednesday, April 22, 2015 1:38 PM To: Scott Keene; ROGERS, MICHAEL (<u>mrogers@gilmorebell.com</u>) Cc: Nathan Johnson Subject: Downtown buildings

Scott and Mike,

The total we've paid to buy those buildings are:

- o 15 East 18th
 - Earnest deposit \$3,500
 - Appraisal \$2,500 (2)
 - Closing amount due \$143,943.95
 - Total \$149,943.95
- o 23 East 18th
 - Earnest deposit \$20,000
 - Appraisal \$2,500 (2)
 - Closing amount due \$262,938.55 (1)
 - Total \$285,438.55

Total of both = \$435,376 435, 382.50

These amounts were all paid by general fund money via a check that needs to be reimbursed back to the general fund.

Something to keep in mind, will the bonding of this through the Leasing Corp still work if there's a plan that these buildings are demolished?

Let me know if you need anything else from me. Thank you, Renae