

HOUSING AUTHORITY OF THE CITY OF LEXINGTON



609 East 3rd Street
Lexington, NE 68850

(308) 324-4633
(308) 324-4360 FAX

June 4, 2007

At your request, I am listing the Payment In Lieu of Taxes for the Public Housing project, Eastlawn Apartments and Scattered Sites.

Fiscal Year Ending 06-30-2000 - \$11,685.83

Fiscal Year Ending 06-30-2001 - \$14,541.80

Fiscal Year Ending 06-30-2002 - \$13,565.47

Fiscal Year Ending 06-30-2003 - \$16,471.67

Fiscal Year Ending 06-30-2004 - \$15,419.99

Fiscal Year Ending 06-30-2005 - \$12,283.17

Fiscal Year Ending 06-30-2006 - \$13,157.27 Requesting this payment to be waived along with all future payments

I have listed a few towns in Nebraska a how they handle their local Housing Agency PILOT:

Cozad – PILOT has been waived for many years.

Gothenburg – PILOT is being paid, the Housing Authority has never asked for it to be waived.

Broken Bow – PILOT has been waived since 2005, the money is deposited into an escrow account for Future street paving.

Minden – PILOT is waived annually upon request of the Housing Authority.

Shelton – PILOT has been waived for many years.

Kearney – PILOT is being paid.

Grand Island – PILOT is being paid.

York – PILOT has been waived for many years.

Fairmont – PILOT has been waived, the money is deposited in escrow for street paving.

I will be happy to provide other information upon your request.

Thank you for your consideration of this matter,

A handwritten signature in cursive script that reads "Diane K. Adams".

Diane K. Adams

Executive Director

Lexington Housing Authority

COOPERATION AGREEMENT

This Agreement entered into this 10th day of August, 1993, by and between the Housing Authority of the City of Lexington, Nebraska (herein called the "Local Authority") and City of Lexington, Nebraska (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed or acquired by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 300 units of low-rent housing and (b) to develop or acquire and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Nebraska, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes upon such Project or upon the Local Authority with respect thereto. The Municipality further agrees that it will not levy any special assessments upon such Project, except when such levy is specifically requested by Project. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes")~~*~~ in lieu of such taxes and special assessments and in payment for the Public services and facilities furnished from time to time without cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five (5) years after the completion thereof, or such further period as may be approved by the Government and in addition to the number of unsafe or insanitary dwelling units which the Municipality is obligated to eliminate as a part of the low-rent housing project(s) hereto undertaken by the Local Authority, there has been or will be elimination, as certified by the Municipality, be demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal

to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm or Indian area.

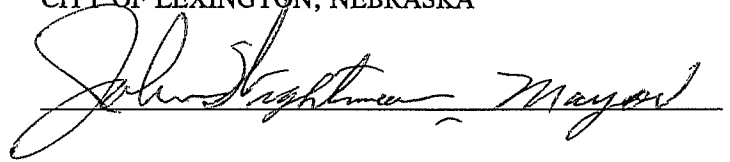
5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:
 - (a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
 - (b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;
 - (c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;
 - (d) Accept grants of easements necessary for the development of such Project, and;
 - (e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.
6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority;
 - (a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;
 - (b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and
 - (c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).
7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.
8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.
9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in any Project or contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

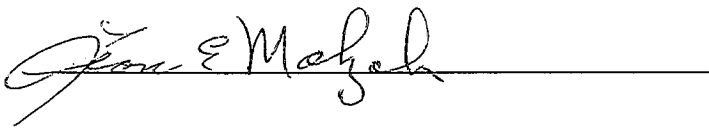
IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF LEXINGTON, NEBRASKA

BY:

 Mayor

ATTEST:

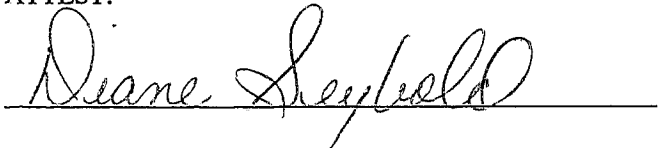


THE HOUSING AUTHORITY OF THE
CITY OF LEXINGTON, NEBRASKA

BY:



ATTEST:



The following resolution was introduced by Diane Seybold, Executive Director; read in full and considered:

Resolution No. 242

WHEREAS, the Housing Authority of the City of Lexington, Nebraska, proposes to develop and administer a Public Housing project to consist of approximately, 100 dwelling units; and

WHEREAS, the Housing Authority of the City of Lexington, Nebraska desires to enter into a Revised Cooperation Agreement with the City of Lexington, in connection with such project,

NOW THEREFORE, BE IT RESOLVED:

1. That the Housing Authority of the City of Lexington, Nebraska shall enter into the Revised Cooperation Agreement with the City of Lexington, Nebraska as attached.
2. That the Chairman be authorized and directed to execute said Cooperation Agreement on behalf of said Authority and the Secretary is hereby authorized and directed to affix the corporate seal of said Authority thereon and to attest the same.
3. That this Resolution shall take effect immediately.

Commissioner Moomey moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by Commissioner Gutierrez, and upon roll call the "Ayes" and "Nays" were as follows:

AYES

NAYS

Helvey
Moomey
Fagot
Konen
Gutierrez

None

The Chairman thereupon declared said motion and said resolution adopted.

NOTICE OF SPECIAL MEETING

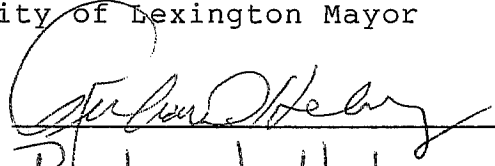
NOTICE OF SPECIAL MEETING TO THE BOARD

MEMBERS OF THE HOUSING AUTHORITY

OF THE CITY OF LEXINGTON

Notice is hereby given that a special meeting of the Board of Commissioners of the Lexington Housing Authority will be held at the Office of the Local Authority in the City of Lexington, Nebraska at 7:00 o'clock A.M., on the 11th day of August 1993, for the following purpose:

Adopting the revised Cooperation Agreement with the City of Lexington as signed by the City of Lexington Mayor

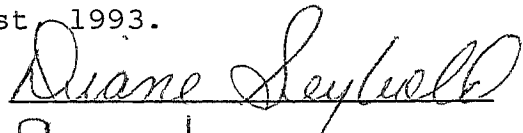


Richard Helvey
CHAIRMAN

CERTIFICATE OF SERVICE OF NOTICE

I, Diane Seybold, the duly appointed, qualified and acting Secretary of the Lexington Housing Authority DO HEREBY CERTIFY that on the 4th day of August, 1993, I served a true copy of the foregoing Notice of Special Meeting on each and every Member of the Housing Authority of the City of Lexington in the manner proved in the By-Law.

Witness my hand this 11th day of August, 1993.



Secretary

WAIVER OF REGULAR NOTICE OF AND CONSENT
TO SPECIAL MEETING

We, the undersigned Members of the Housing Authority of the City of Lexington, do hereby accept service of the NOTICE OF SPECIAL MEETING waiving any and all irregularities in such service and in such Notice and consent and agree that the said Special Meeting of said Housing Authority Members shall meet at the time and place named in such Notice and for the purposes stated therein.

EXTRACT FROM MINUTES OF MEETING

EXTRACT FROM THE MINUTES OF A SPECIAL
MEETING OF THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE CITY OF LEXINGTON
HELD ON THE 11TH DAY OF AUGUST, 1993

The Board of Commissioners of the Housing Authority of the City of Lexington, Nebraska met in a Special meeting at the office of the Authority in the City of Lexington, Nebraska, at the place, hour, and date duly established for the holding of such meeting.

The Chairman called the meeting to order and on roll call the following answered present:

Helvey
Gutierrez
Fagot
Konen
Moomey

and the following were absent

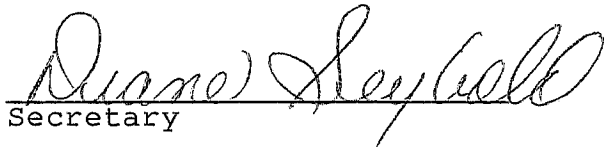
None

The Chairman declared a quorum present.

CERTIFICATE OF RECORDING OFFICER

I, Diane Seybold, the duly appointed, qualified and acting Secretary of The Housing Authority of the City of Lexington, Nebraska, do hereby certify that the attached extract from the minutes of the Special meeting of the Board of Commissioners of the Lexington Housing Authority, held on August 11, 1993 true and correct copy of the original minutes of such meeting on file and of record in so far as they relate to the matters set forth in the attached extract, and I do further certify that each Resolution appearing in such extract is a true and correct copy of a Resolution adopted at such meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Lexington Housing Authority this 11th day of August, 1993.


Secretary

(SEAL)