REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
September 19, 2024
5:30 PM

A meeting of the Mayor and City Council as the Community Development Agency of the City of York, Nebraska, was convened in open and public session at 5:30 o'clock p.m. in the Council Chambers.

The Mayor announced that the Open Meetings Act was posted on the East Wall of the Council Chambers.

Mayor: Barry Redfern: Present. Councilmembers: Matt Wagner: Present, Jeff Pieper: Present, Scott Van Esch: Present, Vicki Northrop: Present, Tony North: Present, Jennifer Sheppard: Present, Stephen Postier: Present, Jerry Wilkinson: Present.

Review and Discussion of the City of York Fairfield Inn Redevelopment Plan

Andrew Willis, 233 S. 13th Street, Lincoln, Nebraska, presented the Fairfield redevelopment plan to the City Council as the Community Development Agency. This is for the redevelopment of Lot 3, Block 1 H & R Addition. Anarba LLC has a hotel in Grand Island and other hotels out of state. This development will have 79 rooms. It is a 14-million-dollar project, with an equity investment of 2.79 million dollars. With the funding source of TIF, the return on investment will be 12%, whereas without TIF funding, the return on investment will be 8%. In this industry, a return on investment under 10% is not acceptable. TIF funds will be used for the paving of Grand Ave, site acquisition, site development, building and equipment costs, architectural and engineering, redeveloper legal fees and parking lot expense. Construction is anticipated to start in October. It will employee approximately 13 full-time employees and 9 part-time employees. This project aligns with the comprehensive plan and zoning regulations for this district. Requested TIF amount for this project is $937,000, which defers tax for the next 15 years. It is estimated to benefit the city with $200,000 sales tax and $138,000 lodging tax annually.

Resolution 2024-25 - Fairfield Inn Redevelopment Project

RESOLUTION 2024-25

RESOLUTION RECOMMENDING APPROVAL OF THE CITY OF YORK REDEVELOPMENT PLAN FOR THE FOR THE FAIRFIELD INN REDEVELOPMENT PROJECT; APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF YORK; ADOPTION OF A COST BENEFIT ANALYSIS; AND APPROVAL OF RELATED ACTIONS

BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA:

Recitals:

a. The Mayor and Council of the City of York, Nebraska (the "**City**"), upon the recommendation of the City Planning Commission (the "**Planning Commission**"), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"), has previously declared an area, including an area legally described on the attached Exhibit "A" (the "Redevelopment Area**"**), to be blighted and substandard and in need of redevelopment; and

b. Pursuant to and in furtherance of the Act, the City of York Redevelopment Fairfield Inn Redevelopment Plan (the **"Redevelopment Plan"**) has been prepared and submitted to the Community Development Agency of York, Nebraska, (the "**Agency**") by Anarba, LLC, (the "**Redeveloper**"), a copy of which is on file in the office of the York City Clerk, and is incorporated herein by this reference, for the purpose of redeveloping the Redevelopment Project Area; and

c. Pursuant to the Redevelopment Plan, the Agency would agree to incur indebtedness and make a grant for the project specified in the Redevelopment Plan (the "Project"), in accordance with and as permitted by the Act; and

d. Pursuant to Section 18-2113 of the Act, the Agency has conducted a cost benefit analysis of the Project (the "**Cost Benefit Analysis**"), which is included as a part of the Redevelopment Plan; and

f. The Agency has received the resolution of the York Planning Commission recommending approval of the Redevelopment Plan, a copy of which is attached hereto as Exhibit "B"; and

g. The Agency has made certain findings and has determined that it is in the best interests of the Agency and the City to approve the Redevelopment Plan, approve the Redevelopment Project, and approve the transactions contemplated by the Redevelopment Plan.

Resolved that:

1. The Agency has considered and hereby determines that 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.

2. In accordance with the Act, the Agency has conducted and adopts the Cost Benefit Analysis for the Project, which is incorporated into the Redevelopment Plan, and finds (i) the Redevelopment Plan uses funds authorized in section 18-2147 of the Act, (ii) the redevelopment project in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing, (iii) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (iv) the costs and benefits of the redevelopment 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 and have been found to be in the long-term best interest of the City. The Agency has documented that the Redevelopment Project is not economically feasible without the use of funds authorized in Section 18-2147 of the Act by the receipt of a letter from the Redeveloper demonstrating that the level of investment required for the project is insufficient to make the project financially feasible without tax increment financing.

3. In compliance with Section 18-2114 of the Act, the Agency finds and determines as follows: (i) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Agency; (ii) the estimated cost of preparing the project site as described in the Redevelopment Plan and related costs equal $516,832; (iii) the method of acquisition of the real estate by the Redeveloper was by private purchase; (iv) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the amount of $937,804, the proceeds of which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper and its lender; and (v) no families or businesses will be displaced as a result of the project.

4. The Agency recommends approval of the Redevelopment Plan, the Redevelopment Project, and the transactions contemplated in the Redevelopment Plan.

5. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are repealed to the extent of such conflicts.

6. This Resolution shall become effective immediately upon its adoption.

EXHIBIT "A"

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Lot 3, Block 1 H&R Addition to the City of York, York County, Nebraska, and Grand Avenue adjacent thereto.

EXHIBIT "B"

RESOLUTION OF PLANNING COMMISSION

[Attach copy of Resolution]

PLANNING COMMISSION OF THE CITY OF YORK

RESOLUTION 2024-20

RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF YORK, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF YORK, NEBRASKA:

Recitals:

a. Pursuant to and in furtherance of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the **"Act"**), a Redevelopment Plan Amendment (the **"Redevelopment Plan"**), has been prepared and submitted to the Planning Commission (the **"Commission")** for the purpose of redeveloping the Redevelopment Area legally described in **Exhibit A** and in the form attached hereto as **Exhibit B**; and

b. The City has previously adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act; and

c. This Commission has reviewed the Redevelopment Plan as to its conformity with the Comprehensive Plan for the development of the City.

d. On the date of this resolution, the Commission held a public hearing and received public comment on the Redevelopment Plan. Public notice of the hearing was provided in strict accordance with the provisions of the Act.

Resolved that:

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

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.

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

DATED: 09/10/2024

PLANNING COMMISSION OF THE CITY OF YORK, NEBRASKA

ATTEST:

By: Lindsay O Stephen
Chair

By: Amanda King
Recording Secretary

CITY OF THE CITY OF YORK INCORPORATED SEAL AUG. 20, 1877 NEBRASKA

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Lot 3, Block 1, H&R Addition to the City of York, York County, Nebraska, and Grand Avenue adjacent thereto.

EXHIBIT B

REDEVELOPMENT PLAN
[Attach Copy of Fairfield Inn Redevelopment Plan]

City of York, Nebraska, Community Development Agency
Fairfield Inn Redevelopment Plan

The Community Development Agency (CDA) of York, Nebraska, intends to adopt a site specific Redevelopment Plan for CDA Area #10 within the city, pursuant to the Nebraska Community Development Law (the "Act") and provide for the financing to assist in site rehabilitation and infrastructure extension for a new Fairfield Inn.

Executive Summary:

Project Description:
THE REHABILITATION OF AN UNDEVELOPED PLATTED LOT IN CDA AREA #10 REQUIRING SIGNIFICANT SITE PREPARATION AND PAVEMENT OF THE A PORTION OF GRAND AVENUE AND THE CONSTRUCTION OF A NEW FAIRFIELD INN WITH UP TO 79 ROOMS WITH PARKING AND OTHER AMENITIES

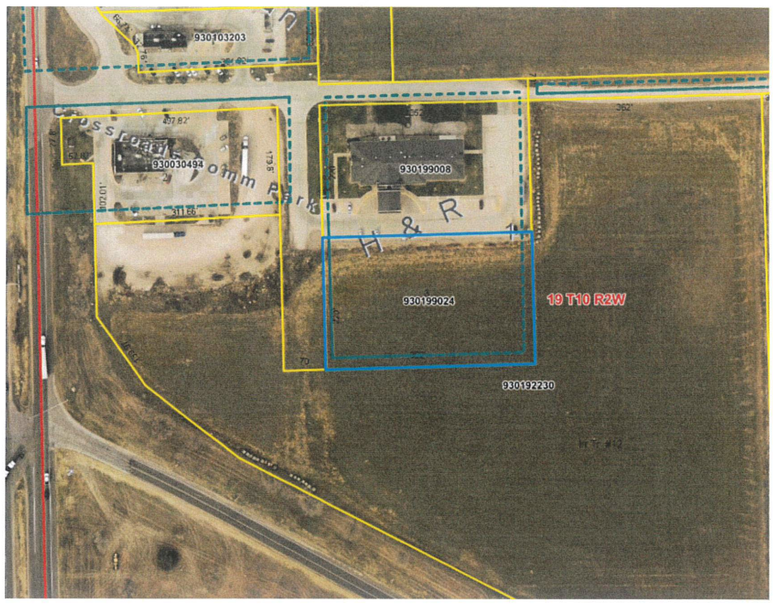
The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of Lot 3, Block 1, H&R Addition and Grand Avenue adjoining said lot in to the city of York, York County, Nebraska, will incent a significant development near the Interstate 80 interchange. The total project is estimated to cost $13,989,314. The investment will allow for the paved extension of Grand Avenue, construction of a new hotel attracting additional travelers to stay in the city, provide new jobs and generate an increase in tax revenue to support the community. Without the grant of funds from tax increment financing developer cannot generate a sufficient return to justify this level of investment. This project would not be feasible without the use of TIF and will not be financed without a grant funded by tax increment financing. The CDA has documentation from the Redeveloper showing that the level of project investment yields a rate of return less than is standard for this development.

Anarba, LLC, is the owner and Redeveloper of the site. The Redeveloper is responsible for and has provided evidence that it can secure adequate debt financing to cover the costs associated with the rehabilitation of this property, subject to receipt of tax increment financing. The CDA is requested to pledge the ad valorem taxes generated over the 15 year period, beginning with an effective date determined by a redevelopment contract and contract amendment, towards the allowable costs and associated financing for rehabilitation.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the "Redevelopment Project Area")

Legal Description: Lot 3, Block 1, H&R Addition to the City of York, York County, Nebraska, and Grand Avenue adjacent thereto.

Existing Land Use is shown below.



The current assessed valuation of the real estate is $267,000 ("base value") and is taxed at $4,784. During a 15 year period of division of taxes for tax increment financing taxes on the base value will continue to be paid to the normal taxing entities. The assessed property valuation above the base value is estimated to be $6,320,000 as a result of the rehabilitation.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the CDA hereby provides that any ad valorem tax on the Redevelopment Project Area 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 the Redevelopment Contract and Redevelopment Contract Amendment, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes

collected by or for the bodies; and

b. That portion of the ad valorem tax on real property, as provided in the redevelopment contract, bond resolution, or redevelopment plan, as applicable, 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 CDA to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, of the CDA for financing or refinancing, in whole or in part, the redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the CDA shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in such a 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 CDA 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 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 meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the York City Council.

The York City Council received a substandard and blight analysis for the Redevelopment Project Area and declared it substandard and blighted and in need of redevelopment after compliance with the requirements of the Act.

2. Conformation to the General Plan for the Municipality as a whole.

York adopted a Comprehensive Plan in 2019. This redevelopment plan and project are consistent with the Comprehensive Plan, in that the proposed project is implement a consistent use as designated in the Comprehensive Plan. This plan merely provides funding for the Redeveloper to rehabilitate the Redevelopment Project Area for permitted uses on this property as defined by the current and effective zoning regulations, subject to revision of height restrictions.

3. The Redevelopment Plan must be sufficiently complete to address the following items:

a. Land Acquisition:

The Redevelopment Plan does not require site acquisition There is no proposed

acquisition by the CDA.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not require demolition but does require for extensive earth work and site development for street and project development.

c. Future Land Use Plan

Exhibit "A", attached hereto is a map showing the Future Land Use Plan for the Redevelopment Area after rehabilitation.

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

The area is zoned C-3 Highway Commercial. A zoning change will be required to allow the anticipated structure height of 60 feet. It is anticipated that such change will be made by the City for all of the C-3 zone. Grand Avenue will be paved and extended to the southern end of Lot 3, Block 1, H&R Addition to the city. No other planning changes contemplated.

The Redevelopment Plan provides that the Redeveloper will pay for the paved extension of Grand Avenue to the west of the site to standards established by the City.

The proposed site plan for the development shows a driveway exit onto a dedicated but unopened street south of site. In order to prevent the public from traveling on the unopened roadway, the Redeveloper will be required to install an unmovable barricade preventing vehicles exiting the site to the south. The city will not be required to open or otherwise improve the unopened street.

e. Site Coverage and Intensity of Use

Exhibit "A" shows the site as fully developed. The site contains 1.78 acres. The structure will contain 4 stories with the development to provide 79 parking spaces, six of which will be ADA compliant. It is currently intended that the parking will be public as provided in a redevelopment contract between the CDA and the Redeveloper.

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Electric utilities are sufficient for the proposed use of this building. No other utilities would be impacted by the development.

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation.

The Redeveloper will not be required to relocate individuals or families as part of the site redevelopment.

5. No member of the CDA, nor any employee thereof holds any interest in any property in this Redevelopment Project Area.

No members of the CDA have any interest in this property.

6. The Act requires that the CDA consider:

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

The Redeveloper is the owner of the property. The Request for Tax Increment Financing shows estimated costs for site preparation is included in the project construction cost. Since the site is owned by the Redeveloper there will be no proceeds from site disposal.

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

Project financing includes $1,857,044 in equity, a commercial loan of $11,191,451 and a TIF grant of $937,804. The TIF grant from the CDA is anticipated to be repaid from the Tax Increment Revenues generated from the project over a period of fifteen years.

c. Statement of feasible method of relocating displaced families.

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

7. The Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, the CDA 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 CDA has considered these elements in proposing this Plan. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring blighting conditions due to site obsolescence.

8. Time Frame for Development

Development of this project is anticipated to begin in late fall of 2024.

9. Cost Benefit Analysis

Section 18-2113 of the Act further requires the CDA conduct a cost benefit analysis of the Plan in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Act, §18-2147, *Neb. Rev. Stat.* (2022), the CDA has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Based on Redeveloper's estimate of annual TIF revenues, $1,627,000 (total of principal and interest) in public funds from tax increment financing over 15 years, provided by the York Community Development Agency, will be required to complete the project. This investment by the CDA will leverage an estimated $13,048,495 in private sector financing; a private investment of $8.19 for every tax dollar invested.

The grant from TIF funds of $937,804 will reimburse the Redeveloper for a portion of the TIF eligible costs of the project expenditures below:

A.	Land Acquisition:	78,000
B.	Site Development: (to be separated from construction cost)	$TBD
C.	Building Costs:	$10,974,124
D.	Equipment	$342,900
E.	Architectural & Engineering	$260,000
F.	Redeveloper Legal Fees	$10,000
G.	Paving of Grand Avenue	$373,568
H.	Financing Costs	$724,127
I.	Parking (to be separated from construction cost)	TBD
J.	Other	$1,226,595
TOTAL		$13,989,314

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2024, valuation of approximately $267,000. Based on the 2023 levy this would result in a real property tax of approximately $4,875. It is anticipated that the assessed value will increase by $6,053,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over $108,467 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF note, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2024 assessed value:	$ 267,000
Estimated value after completion	$6,320,000
Increment value	$6,053,000
Annual TIF generated (estimated)	$ 108,467
TIF bond issue	$ 937,804

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

Tax shifts will are anticipated to be equal to $1,627,000 total of principal and interest, over 15 years, on the TIF Note.

(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. Fire and police protection are available and should not be negatively impacted by this development.

The Project will require paving a portion of Grand Avenue. The Redeveloper will be responsible for that cost.

This redevelopment project will generate significant lodging tax and generate approximately $57,000 in local city sales tax.

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

This project is project to incur approximately $500,000 in payroll cost at full operation, with the number of employees yet to be determined.

(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 project should not have a negative impact on other employers in any manner different from any other expanding business within the York area.

(e) Impacts on student populations of school districts within the City or Village:

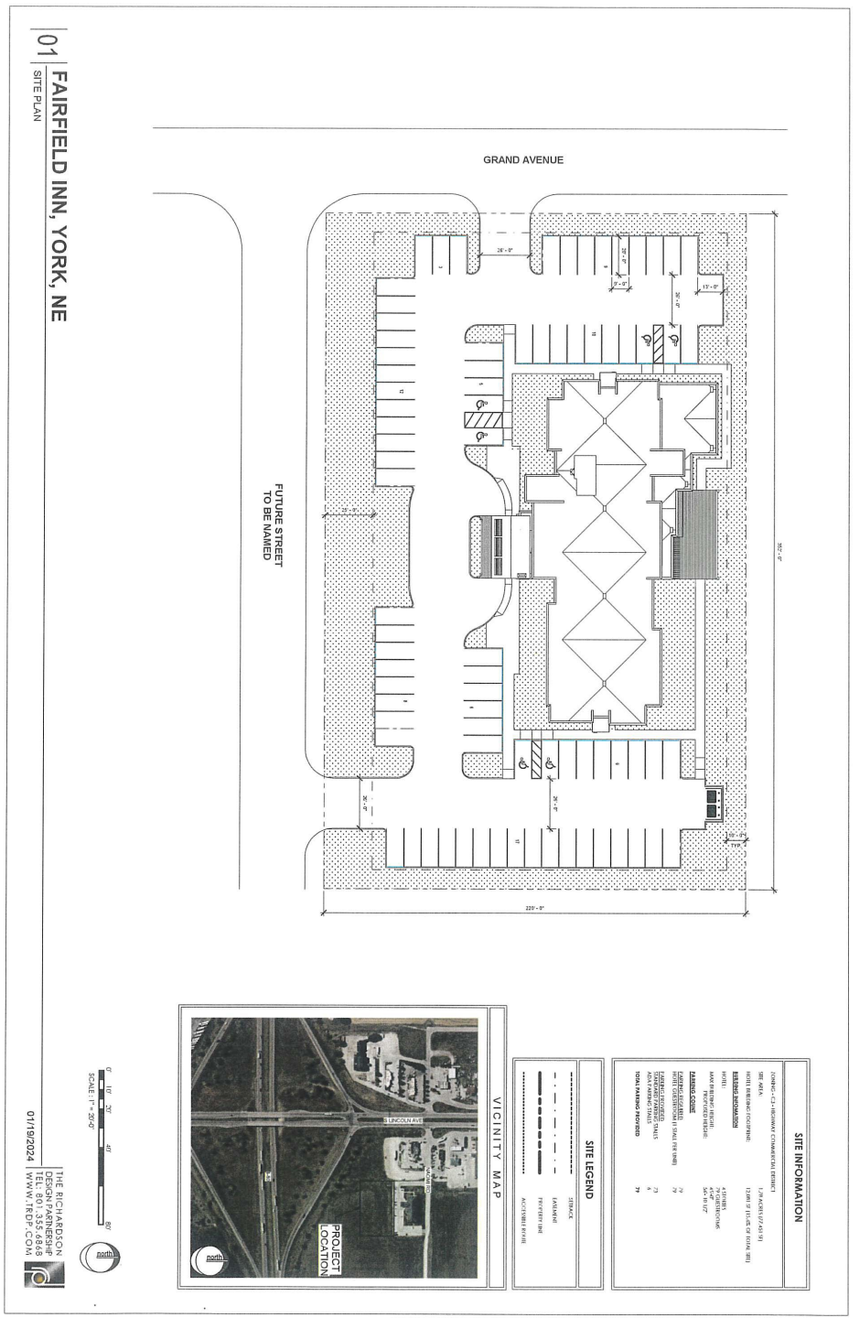
This development will have little to no impact on the York School system as it will likely not result in any increased attendance.

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

This project will provide the pavement of Grand Avenue along the western edge of the site without cost to the York taxpayer.

Exhibit A

Future Land Use After Rehabilitation



Motion to approve Resolution 2024-25, recommending approval of the City of York Redevelopment Plan Amendment for CDA Area #10, Fairfield Inn Redevelopment Project and related Cost Benefit Analysis; and approval of related actions. Ayes with a motion by Matt Wagner and a second by Jeff Pieper. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Recess to convene as City Council

The Mayor recessed the meeting as the Community Development Agency of the City of York at 5:37 o'clock p.m.

Call to Order as the City Council

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 5:38 o'clock p.m. in the Council Chambers.

The Mayor announced that the Open Meetings Act was posted on the East Wall of the Council Chambers.

Notice of this meeting was given in advance thereof by publication in the York News Times on September 12, 2024, the City's designated method for giving notice, a copy of the proof of publication being attached to these minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in advance notice to the Mayor and City Council for this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Mayor: Barry Redfern: Present. Councilmembers: Matt Wagner: Present, Jeff Pieper: Present, Scott Van Esch: Present, Vicki Northrop: Present, Tony North: Present, Jennifer Sheppard: Present, Stephen Postier: Present, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charley Campbell, Police Chief Ed Tjaden, Police Captain Russ Coffey, Public Works Director James Paul, Asset Manager Dan Aude, Treasurer Pellie Thomas, Human Resource Director Denise Pfiefer, Library Director Deb Roberston and City Clerk Amanda Ring.

Minutes

Motion to approve the minutes of the September 5, 2024 meeting. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of $1,772.88. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Motion to approve the claim for Jeff Pieper of Peiper's Inc. in the amount of $987.59. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Matt Wagner: Yea, Jeff Pieper: Abstain (With Conflict), Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Claims

Motion to approve the claims for September 6, 2024 through September 19, 2024. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Department Activities Reports for August 2024

Motion to approve the departmental activities reports for the month of August 2024. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Cash Balances for August 2024

Motion to approve the cash balances for the month of August 2024. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

City Administrator Report

Dr. Crawford read the following statement during for her City Administrator report.

> Over the past six months many accusations have been made about my work on Project Access York. The accusations have been delivered door to door throughout the community and have been posted on social media and stated here at council meetings. I have spent hours correcting inaccurate statements and providing information to respond to these accusations. I do have a response to each of the 10 accusations that were passed out this week door to door. I will send those responses to the council and post them on our website later rather than taking time tonight to respond to them. I will correct misinformation that is critical to your choice tonight when we get to Agenda Item 20.

My job is to focus on working out the details of policies and contracts so that you can focus on being plumbers, and quality control experts, and bankers, and mechanics and business owners.
The process of working out details means that there are multiple drafts and discussions that happen before getting to a point where a key decision about authorizing funding, approving a contract, or considering a change in city rules needs to be made. It is my job to do the research and drafting and redrafting to get materials ready for your decisions and for public comment. Drafting and redrafting and conversations regarding these drafts are the necessary work that is done so that the conversations about choices that happen in this room are as clear and as correct as we can make them for you and for the public. These conversations and changes that happen to drafts and contracts to prepare for public decisions are not subversive or conspiratorial. It is what you hire me to do on your behalf.
Jodi Gibson also works on your behalf and on the behalf of nine other Nebraska communities who received discretionary grants like ours. She was planning to be here tonight. However, after I learned that Councilwoman Northrop sent a complaint against Jodi Gibson to the Nebraska Attorney General's office, accusing her of lying, I told her not to come. The complaint that she filed with the Attorney General included a recording of a conversation between Jodi, city staff, the mayor and other council members. This conversation was recorded without notifying any of us in the room that she was recording. Councilwoman Northrop accused Jodi Gibson of lying because the recorded conversation mentions a draft of supplement 2 that was being discussed in June. Councilwoman Northrop then accused Jodi of lying about Supplement 2 not being finalized in June or July. As I noted earlier, the contract process involves many drafts and conversations. The Supplement 2 on the agenda tonight was being drafted and negotiated right up until it was submitted for council review for the meeting tonight. After I heard about the accusations against Jodi, I told her not to come tonight. She works hard for us and for communities across Nebraska. She does not deserve to be slandered and accused. I did not want her to walk into an ambush tonight. Jodi's supervisors also recommended to her that she not come to York tonight. This is the reputation that these actions are creating for the City of York. This has consequences for the future opportunities for this community.
I was also told today that a York property owner filed a complaint against NDOT to argue that NDOT should not be allowed to manage the NEPA process for future federal grants. These actions are not just harmful to the community of York, they are harmful to all Nebraska municipalities and harmful to the entire state of Nebraska in competing for federal funds.
The vote on agenda item 20 tonight is not about me, it is not about Jodi Gibson, and it is not about a small number of property owners, it is about what is best for the community of York for future generations. What reputation do you want your city to have? What opportunities do you want your city to have to receive grants and to compete for projects in the future? What legacy do you want to leave with your decision tonight about whether to let negative tactics from a small number of people and one council member prevent the citizens of York from benefiting from over $15 million of federal funds for trails and a pedestrian overpass? What will you tell your children and grandchildren about that choice? What will you tell other community leaders who are begging for trail funding when they ask why you turned away over $15 million in federal funding?
I will have more to say when we get to agenda item 20. I wanted these personal comments to be on the record separate from the record for that agenda item.

Public hearing for 'C-2' Business District, 'C-3' and 'C-4' Highway Commercial Districts

The Mayor announced this was the time and place for a public hearing to consider amending the 'C-2' Business District, 'C-3' and 'C-4' Highway Commercial Districts to increase maximum height for buildings and structures. Dan Aude stated that this was a proactive step to possible developing businesses in the future. District C1 structure height is set at 80 feet. This would increase these districts from either 35 foot or 45 feet to a maximum height of 60 feet. He stated this was recommended by the Planning Commission. Dalane Epp, 1615 S. Lincoln Ave., lives in C3 zoning district. He had questions regarding the Holiday Inn approval for height within that zoning district. He asked if it would remain the same, if people would then have to ask for a variance, so others surrounding might have an opinion on what is taking near their properties. He asked questions on suspending the rules for the three readings of ordinances. He also asked if there was a process to rezone his property. Andrew Willis, 233 S. 13th Street, Lincoln, Nebraska, stated that it is necessary for the hotels to have the 60-foot height in that zoning district. He also stated that with suspending the rules, it does help with the timing of building the hotel. There was no other public comment.

Ordinance No. 2373 –

ORDINANCE NO. 2373

AN ORDINANCE TO AMEND ARTICLE XV “C-2” BUSINESS DISTRICT, SECTION 5 HEIGHT REGULATIONS TO INCREASE THE MAXIMUM HEIGHT FOR BUILDINGS AND STRUCTURES TO SIXTY FEET; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2373. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Tony North and a second by Jeff Pieper. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Nay, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Motion to approve Ordinance No. 2373 to amend the 'C-2' Business District of the zoning code to increase the maximum height for buildings and structures to sixty feet. Ayes with a motion by Jennifer Sheppard and a second by Stephen Postier. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Nay, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Ordinance No. 2374 –

ORDINANCE NO. 2374

AN ORDINANCE TO AMEND ARTICLE XVI “C-3” HIGHWAY COMMERCIAL DISTRICT, SECTION 5 HEIGHT REGULATIONS TO INCREASE THE MAXIMUM HEIGHT FOR BUILDINGS AND STRUCTURES TO SIXTY FEET; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2374. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Nay, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Motion to approve Ordinance No. 2374 to amend the 'C-3' Highway Commercial District of the zoning code to increase the maximum height for buildings and structures to sixty feet. Ayes with a motion by Scott Van Esch and a second by Tony North. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Nay, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Ordinance No. 2375 –

ORDINANCE NO. 2375

AN ORDINANCE TO AMEND ARTICLE XVII “C-4” HIGHWAY COMMERCIAL DISTRICT, SECTION 5 HEIGHT REGULATIONS TO INCREASE THE MAXIMUM HEIGHT FOR BUILDINGS AND STRUCTURES TO SIXTY FEET; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2375. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Nay, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Motion to approve Ordinance No. 2375 to amend the 'C-4' Highway Commercial District of the zoning code to increase the maximum height for buildings and structures to sixty feet. Ayes with a motion by Tony North and a second by Jerry Wilkinson. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Nay, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Public Hearing on Fairfield Inn Redevelopment Project

The Mayor announced this was the time and place for a public hearing for the City of York Redevelopment Plan Amendment for CDA Area #10, Fairfield Inn Redevelopment Project. Andrew Willis, 233 S. 13th Street, Lincoln, Nebraska, stated that he was available for any further questions that the Council might have of him. There was no other public comment.

Resolution 2024-26 - Fairfield Inn Redevelopment Plan

RESOLUTION 2024-26

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA, APPROVING THE CITY OF YORK FAIRFIELD INN REDEVELOPMENT PLAN; APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF YORK; AND APPROVAL OF RELATED ACTIONS

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA:

Recitals:

a. The Mayor and Council of the City of York, Nebraska (the "**City**"), upon the recommendation of the City Planning Commission (the "**Planning Commission**"), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"), has previously declared an area, including an area legally described on the attached Exhibit "A" (the "Redevelopment Area**"**), to be blighted and substandard and in need of redevelopment; and

b. Pursuant to and in furtherance of the Act, the City of York Redevelopment Plan for the Fairfield Inn Redevelopment Project (the **"Redevelopment Plan"**) has been prepared and submitted to the Community Development Agency of York, Nebraska, (the "**Agency**") by Anarba, LLC, (the "**Redeveloper**"), a copy of which is on file in the office of the York City Clerk, and is incorporated herein by this reference, for the purpose of redeveloping the Redevelopment Area; and

c. The Planning Commission conducted a public hearing on the Redevelopment Plan, in compliance with notice requirements of the Act, reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City;

d. Pursuant to Section 18-2113 of the Act, the Agency conducted a cost benefit analysis of the redevelopment project set forth in the Redevelopment Plan (the "Redevelopment Project"), reviewed the Redevelopment Plan, and recommended approval of the Redevelopment Plan by the Mayor and Council of the City;

e. The City, in compliance with all public notice requirements imposed by the Act, published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan and received extensive public comment thereon; and

f. The City Council has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described in it are designed with the general purpose of accomplishing 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 in 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 provisions 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 unsanitary or unsafe dwelling accommodations, or conditions of blight.

Resolved that:

1. The Redevelopment Plan is determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act. Section 18-2102 of the Act establishes the legislative declarations and determinations for the Act. The Redevelopment Plan clearly demonstrates that the criteria declarations have been satisfied. The Redevelopment Area (the "Site") constitutes an economically and socially undesirable land use in its current state. The Site lacks paved street access and constitutes an impediment to the sound growth of the City. The Site is not designed for proper utilization. The substantial cost to prepare the Site for development to make it useful for improved commercial purposes is significant. Given the foregoing, the conditions of the Site are beyond the remedy and control of normal regulatory processes and police power and due to the high cost of development and cannot be dealt with effectively by the ordinary operations of private enterprise.

The City Council further finds and documents that: the Redevelopment Project described in the Redevelopment Plan would not be economically feasible without the use of funds from tax-increment financing and would not occur in the Redevelopment Area without the use of funds from tax-increment financing; the costs and benefits of the redevelopment 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 City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The Cost Benefit Analysis incorporated into the Redevelopment Plan and adopted by the Agency provides significant documentation of the benefit to the City. Documentation of the fact that the Redevelopment Project is not financially feasible and would not occur at the Site, without tax increment financing, is provided by correspondence of the Redeveloper showing insufficient rate of return on project investment. The City Council acknowledges receipt of the recommendations of the Agency and the Planning Commission with respect to the Redevelopment Plan.

2. The Redevelopment Plan is approved in the form filed with the York City Clerk.

3. In accordance with Section 18-2147 of the Act, the City provides that any ad valorem tax on real property in the City of York, Nebraska, more fully described on Exhibit A, attached hereto, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in Section 18-2147 of the Act, which effective date shall be determined in a Redevelopment Contract entered into between the Redeveloper and the Agency. Said tax shall be divided as follows:

(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 Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, shall be paid into a special fund of the Agency 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 Agency for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Redevelopment Project Area shall be paid into the funds of the respective public bodies.

4. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

5. This Resolution shall become effective immediately upon its adoption.

EXHIBIT "A"
LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Lot 3, Block 1, H&R Addition to the City of York, York County, Nebraska, and Grand Avenue adjacent thereto.

Motion to approve Resolution 2024-26, approving the City of York Fairfield Inn Redevelopment Plan; approval of a redevelopment project of the City of York; and approval of related actions. Ayes with a motion by Stephen Postier and a second by Jeff Pieper. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Resolution 2024-28 - Supplemental Agreement No. 2 for Project Access York

Dr. Crawford read the following statement on this agenda item:

The Resolution for Agenda item 20 is to authorize the payment of federal and local match funds for the next steps of engineering in the Federal Highway Administration process for Project Access York based on the approval of Nebraska Department of Transportation of the preliminary engineering designs and NEPA approvals.

In the Federal Highway Administration Process a preliminary design (Plan in Hand) was developed after the first round of public comment in March 2023. In February of 2024 a summary of the Plan in Hand Report was approved. The rest of the preliminary design process ran until right before the public meeting in May when the preliminary maps could be released. From that time until now we have been in the NEPA or National Environmental Policy Act process. This process includes environmental reviews and reviews of public comment that were submitted during the public comment period. The engineering for these two phases of the project, the preliminary design and the NEPA approval, is the $900,000 figure mentioned in Schedule E of U.S. Department of Transportation Grant Agreement. The $900,000 figure was for preliminary engineering and environmental reviews only. It was not the expected engineering budget for the entire project. Supplement 2, which authorizes another $509,473.46 towards engineering for Project Access York is not pushing us over an engineering budget. Generally engineering for large projects like this is 10 to 15% of the cost of the project. At this point, with Supplement 2, we are well below the 10% end of that target.

Olsson was selected through a competitive process. Federal projects like Project Access York follow an RFQ process, which means Requests for Qualifications. The bids are basically packages of qualifications, not price point proposals. The choice of Olsson was not based on any price point. It was based on a competitive, qualification-based process.

The public comments and responses to the public comments in this second round of public feedback are in the public report posted on the city website. Comments that proposed specific changes in the project were reviewed to determine whether the proposed changes maintained or improved the project goals for the broader community. If the proposed change met this requirement, then the next question was whether considering the change would require additional preliminary engineering and reopening the NEPA approval process.

Many of the public comments were from people who lived on Nebraska Avenue who expressed the hardship that losing parking on their street would cause. Changes were identified in the plan that could protect parking on at least one side of Nebraska without requiring additional preliminary engineering, a new NEPA evaluation or a change in the federal grant agreement. Consequently, this change in the plans, and two other sets of changes in the plans that met these objectives were made. Supplement 2 includes engineering to incorporate these changes based on public comment.

Recommendations to move the alignment between 21st street and Nobes Road to run along Grant Street were considered and analyzed. These recommendations were heard and noted. Despite the fact that Olsson would have made much more money from us by encouraging us to do preliminary engineering and NEPA approvals on other possible routes for this mile of the trail, their recommendation, and NDOT's confirmation was that we should not spend federal grant dollars on any of the other proposed routes due to multiple technical disadvantages of these routes that were identified without spending taxpayer dollars on preliminary engineering and NEPA reviews. The reasons why these other routes were rejected, after consideration, was discussed with council members and has been included in public information and was sent to all individuals who submitted comments and is currently reported on our website in the FAQs document.

124 letters were written to respond to those who submitted comments during the public input phase of the project. The letters were drafted by James and I and approved by Olsson and NDOT and sent directly to the individuals. The council was not involved in writing these letters, because that is the job

of the staff involved in the project. The names and addresses were not provided to council before the letters were sent because people were concerned that Councilwoman Northrop would send the contact information to Protect Don't Connect. If that had not been a risk, I would have gladly shared the information with council members earlier.

Again, it is not that the recommendations related to this mile of the project were not heard, it is that the ideas for other alignments were not as safe and more expensive than the preliminary plan alignment. The most important safety principle for a trail is to avoid conflict with vehicles – there is no alternative to the railroad right of way corridor that doesn't compromise safety for the rest of the community and cost taxpayers more money for construction.

As you consider your vote, I remind you that Project Access York is much larger than the .9 miles between 21st Street and Nobes Road. The engineering for the project that you are approving tonight also includes a pedestrian bridge that will make the interchange area safer and become a new entry to the city and miles of new pedestrian and bike access throughout the city.

The council's role in Project Access York now is in authorizing the spending of funds. The council already agreed to follow an LPA agreement in October of 2022 that indicates that the city will work with NDOT through city staff work and council approvals to complete this project in a timely manner.

A part of the next phases of the project involve identifying properties that are permanently impacted by the project, which we expect to be about 21 properties and identifying the properties that will be temporarily impacted by the construction process. This next phase will include identifying exactly what those property impacts will be and negotiating with land owners. The land required for permanent impacts will be assessed at fair market value, per federal rules. Eminent domain will not be used unless all efforts at negotiating fail. The project timeline includes over a year for these negotiations to provide as much opportunity for a win-win settlement as possible.

The vote on this resolution is a vote to authorize funding for the next phase of engineering to continue to adhere to the LPA agreement and FHWA process for Project Access York.

The approval of funds for engineering does not authorize funds for redoing the preliminary engineering and NEPA approval for an alternative route – based on analysis that engineering money and time spent on any alternatives to the railway corridor risk the completion of the project on time and involves spending of taxpayer dollars on engineering that does not add value to the project for the larger community.

Questions were raised by Council on the route of the trail and the process, the amount of money the City will be investing for this supplement and if this supplement was different than the one discussed in June. Clarification was asked on what happens if there is a vote to table, vote yes, or vote no for this supplement. A vote no would end this project. Dr. Crawford was asked the question on involving elected officials in the route of the trail. More discussion was had regarding the right-of-way and trail route and the possibility of more engineering and NEPA review. The Mayor then opened this agenda item up for public comment. Catie Bergen, 13 Arbor Heights, York, Nebraska, stated she was disappointed in how this process with Project Access York has occurred. She stated concerns about part of the trail being secluded and dark and gave examples of her friend's experience on the Lincoln trail. She stated the proposed route was 'easier and cheaper' than other alternatives and questioned if that the criteria the City wants to use when expanding infrastructure. Dr. Amy Lehman, 1430 S. Grant Ave, York, Nebraska, stated she is speaking in her area of expertise on this subject. She spoke on changes in Supplement No. 1. She then gave information from a 1996 study on safety. She also gave statistics from a newer safety study. She questioned why if intersections are the problem, does the trail cross the intersection around Walmart? Leo Epp, 709 Road E, Henderson, Nebraska, stated he is a landowner of ground that will be affected by the trail. He is concerned about an irrigation well and motor that will be around 30' to 50' off the proposed trail, and who would be liable if something would happen. He stated Dr. Crawford had called him and stated if an incident happened on his ground, he as the landowner would be liable. He shared concerns on safety aspects of the trail and how he will still need access to the well and motor and his field. Roger Wolfe Jr, 1229 N. Delaware Ave, York, Nebraska, stated that with grants there is a give and take. He stated this grant came from the Bipartisan Infrastructure Bill. He questioned how much of this grant money would be spent in our community. He stated there are people wanting to commit crimes but we have good police patrol tactics. Pepper Papineau,

2326 E. 16th Street, York, Nebraska, stated he wanted to be sensitive to landowners because of past personal experiences. He wanted to share his support for this project. He shared how this trail would help the quality-of-life benefit given to the citizens. He stated he considers himself somewhat of an avid recreational bike-rider and that riding on highways and busy roadways isn't the most relaxing experience. With a safe connecting trail from York to the interstate area, he hopes it will help the employees with better work attendance and employee retention for those businesses. He stated this is a unique opportunity the City has been given to plan and build this trail all at once, as most other trails are pieced together as municipalities have funding available and it can create traffic flow problems. Kathy Galaway, 1210 N. Pennsylvania Ave, York, Nebraska, addressed Council regarding the safety of the trails and had questions on the maintenance of the trail if it's to be constructed. Brandon Skelton, 806
W. 4th Street, York, Nebraska, stated he just purchased property that will be adjacent to the proposed trail. He stated he is in favor of the trail and would like to connect it to the workforce housing he is intending to develop on that property. He shared he has confidence that the law enforcement services will be able to keep the community safe should the trail be constructed. He stated this is an opportunity for the community to continue to develop and grow. Brandon Lehman, 1430 S. Grant Ave, York, Nebraska, asked questions of the Mayor. He stated the Council has been asked to vote on items but not been given information to make an informed decision. He spoke on the response letter his wife received from her comments on Project Access York. Ron Hoeft, 1626 N. Nebraska Ave, York, Nebraska, questioned who authorized the City Administrator to apply for the grant. He stated he doesn't have a problem with the trails, but has an issue with it connecting to the interstate. He shared ideas on cement walls between the highway with pedestrian crossings to reduce the cost of the pedestrian overpass. Encouraged a vote no. Richard McDougall, 5 Country Club Terrace, York, Nebraska, commending the City for pursuing and securing this grant. He shared statistics on pedestrians sharing roadways and stated that it would be safer for our community to connect to protect our citizens. He discussed with being leaders in the community it sometimes brings sacrifices when having to make decisions for the community. He stated he would encourage members to vote in support of this resolution for this supplement and Project Access York. Dr. Crawford addressed the Council again and responded to some of the questions raised during the public comment period. She stated that when the Council chose to accept this grant, part of accepting it was if the City chooses to not complete the project, the City will have to repay any money that has been spent on the City's behalf. The public hearing was closed by the Mayor and turned back over to the Council for discussion. Councilmember Northrop responded to statements that were made by Dr. Crawford. Other Councilmembers expressed their views on the proposed trail.

RESOLUTION

PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 2 – BK2301

CITY OF YORK
Resolution No. 2024-28

Whereas: City of York and Olsson, Inc. have previously executed a Preliminary Engineering Services Agreement (BK2301) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

Whereas: Cit of York understands that it must continue to strictly follow all Federal, State , and local laws, rules, regulations, policies, and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of York and Olsson, Inc. wish to enter into a preliminary engineering services supplemental agreement, setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be it resolved: by the City Council of York, Nebraska that:

Barry Redfern, Mayor of City of York, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 2 between the City of York and Olsson, Inc.

NDOT Project Number: DPS-93(15)
NDOT Control Number: 43010
NDOT Project Description: Project Access York

Motion to approve Resolution 2024-28, a Supplemental Agreement No. 2 for preliminary engineering services agreement between the City of York and Olsson Inc, for project BK2301 Project Access York in the amount of $509,473.46. Ayes with a motion by Tony North and a second by Jeff Pieper. Matt Wagner: Nay, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Nay, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Nay.

Sheila Kulhanek to address the Council regarding Project Access York

Sheila Kulhanek did not address the Council during this time.

Leo Epp to address the Council about liability issues regarding Project Access York

Leo Epp did not address the Council during this time.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 7:56 o'clock p.m.

Reconvene as Community Development Agency

The Mayor reconvened the meeting of the Mayor and City Council as the Community Development Agency of the City of York, Nebraska, in open and public session at 7:57 o'clock p.m.

Resolution 2024-27 - Tax Increment Development Revenue Note

COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA

RESOLUTION 2024-27

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA, TAX INCREMENT DEVELOPMENT REVENUE NOTE OR OTHER OBLIGATION, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $937,804 FOR THE PURPOSE OF (1) PAYING THE COSTS OF DEMOLISHING, CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE AGENCY'S FAAIRFIELD INN REDEVELOPMENT PROJECT AREA, SPECIFICALLY INCLUDING, PREPARATION, DEMOLITION, UTILITY EXTENSION AND PARKING, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE NOTE OR OTHER OBLIGATION; PLEDGING CERTAIN TAX REVENUE AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF THE NOTE OR OTHER OBLIGATION TO SUCH TAX REVENUES; CREATING AND ESTABLISHING FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO EXERCISE HIS OR HER INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF THE NOTE OR OTHER OBLIGATION NOT SPECIFIED HEREIN; APPROVING A REDEVELOPMENT CONTRACT AND REDEVELOPMENT PLAN; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

BE IT RESOLVED BY THE MEMBERS OF THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. The Members of the Community Development Agency of York, Nebraska (the "**Agency**") hereby find and determine as follows:

(a) The City of York, Nebraska (the "**City**"), pursuant to the Plan Resolution (hereinafter defined), approved the City of York Fairfield Inn Redevelopment Plan (the **"Redevelopment Plan"**) under and pursuant to which the Agency shall undertake from time to time to redevelop and rehabilitate the Redevelopment Area (hereinafter defined).

(b) Pursuant to the Redevelopment Plan, the Agency has previously obligated itself and/or will hereafter obligate itself to provide a portion of the financing to acquire, construct, reconstruct, improve, extend, rehabilitate, install, equip, furnish and complete, at the cost and expense of the Redeveloper, a portion of the improvements (as defined in the Redevelopment Contract hereinafter identified) in the Redevelopment Area (the **"Project Costs"**), (as defined in the Redevelopment Contract), (collectively, the **"Project"**), as more fully described in the Redevelopment Contract (hereinafter defined).

(c) The Agency is authorized by the Redevelopment Law (hereinafter defined) to issue tax allocation notes for the purpose of paying the costs and expenses of the Project, the principal and interest of which is payable from certain tax revenues as set forth in the Redevelopment Law.

(d) In order to provide funds to pay a portion of the costs of the Project, it is necessary, desirable, advisable, and in the best interest of the Agency for the Agency to issue a Tax Increment Development Revenue Note or other obligation in an aggregate principal amount not to exceed $937,804 (the **"Note"**).

(e) All conditions, acts and things required to exist or to be done precedent to the issuance of the Note do exist and have been done as required by law.

ARTICLE II

CERTAIN DEFINITIONS; COMPUTATIONS; CERTIFICATES AND OPINIONS; ORDERS AND DIRECTIONS

Section 2.1. Definitions of Special Terms. Unless the context clearly indicates some other meaning or may otherwise require, and in addition to those terms defined elsewhere herein, the terms defined in this **Section 2.1** shall, for all purposes of this Resolution, any Resolution or other instrument amendatory hereof or supplemental hereto, instrument or document herein or therein mentioned, have the meanings specified herein, with the following definitions to be equally applicable to both the singular and plural forms of any terms defined herein:

"Agency" means the Community Development Agency of York, Nebraska.

City" means the City of York, Nebraska.

"Project Costs" means the redevelopment project costs (as defined in the Redevelopment Contract) in the Redevelopment Area, the costs of which are eligible to be paid from the proceeds of the Note.

"Assessor" means the Assessor of York County, Nebraska.

"Note" means the Fairfield Inn Redevelopment Project Tax Increment Development Revenue Note Series 2024 of the Agency, in an aggregate principal amount not to exceed $937,804, issued pursuant to this Resolution and shall include any note, including refunding note, interim certificate, debenture, or other obligation issued pursuant to the Redevelopment Law. At the option of the Owner of the Note, the titular designation of such Note may be revised to state note, interim certificate, debenture, obligation, or such other designation as is appropriate.

"Secretary" means the Secretary of the Agency.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of the Note issued and Outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the records maintained by the Registrar as provided in this Resolution.

"Date of Original Issue" means the date the Note is initially issued, which shall be the date of the first allocation of principal on the Note as further described in **Section 3.2**.

"Debt Service" means, as of any particular date of computation, and with respect to any period, the amount to be paid or set aside as of such date or such period for the payment of the principal on the Note.

"Escrow Obligations" means (a) Government Obligations, (b) certificates of deposit issued by a bank or trust company which are (1) fully insured by the Federal Deposit Insurance Corporation or similar corporation chartered by the United States or (2) secured by a pledge of any Government Obligations having an aggregate market value, exclusive of accrued interest, equal at least to the principal amount of the certificates so secured, which security is held in a custody account by a custodian satisfactory to the Registrar, or (c)(1) evidences of a direct ownership in future interest or principal on Government Obligations, which Government Obligations are held in a custody account by a custodian satisfactory to the

Registrar pursuant to the terms of a custody agreement in form and substance acceptable to the Registrar and (2) obligations issued by any state of the United States or any political subdivision, public instrumentality or public authority of any state, which obligations are fully secured by and payable solely from Government Obligations, which Government Obligations are held pursuant to an agreement in form and substance acceptable to the Registrar and, in any such case, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to make the payment secured thereby.

"Finance Director" means the Treasurer/Finance Director or Acting Treasurer/Finance Director, as the case may be, of the City.

"Fiscal Year" means the twelve-month period established by the City or provided by law from time to time as its fiscal year.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Improvements" means the improvements to be constructed, reconstructed, acquired, improved, extended, rehabilitated, installed, equipped, furnished and completed in the Project Area in accordance with the Redevelopment Plan, including, but not limited to, the improvements constituting the Project (as defined in the Redevelopment Contract).

"Payment Date" means June 1 and December 1 of each year any Note is outstanding, commencing on the first Payment Date following the Date of Original Issue.

"Chairman" means the Chairman of the Agency.

"Outstanding" means when used with reference to any Note, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution except:

(a) Notes theretofore canceled by the Registrar or delivered to the Registrar for cancellation;

(b) Notes which are deemed to have been paid in accordance with **Section 10.1** hereof;

(c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 3.9** hereof; and

(d) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

"Owner" means the person(s) identified as the owner(s) of the Note from time to time, as indicated on the books of registry maintained by the Registrar.

"Plan Resolution" means, Resolution No. _____ of the City, together with any other resolution providing for approval of the Redevelopment Plan.

"Project Area" means the area identified and referred to as the Project Site in the Redevelopment Contract.

"Record Date" means, for each Payment Date, the 15th day immediately preceding such Payment Date.

"Redeveloper" means the Redeveloper as defined in the Redevelopment Contract responsible for constructing, reconstructing, acquiring, improving, extending, rehabilitating, installing, equipping, furnishing and completing the Project.

"Redeveloper Note" means any Note that is owned by the Redeveloper according to the records of the Registrar.

"Redevelopment Contract" means the City of York Community Development Agency Redevelopment Contract Fairfield Inn Redevelopment Project, dated the date of its execution, between the Agency, and Anarba, LLC, relating to the Project.

"Redevelopment Area" means the community redevelopment area described, defined or otherwise identified or referred to in the Redevelopment Plan.

"Redevelopment Law" means Article VIII, Section 12 of the Constitution of the State and Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

"Redevelopment Plan" means the "Fairfield Inn Redevelopment Plan" passed, adopted and approved by the City pursuant to the Plan Resolution, and shall include any amendment of such Redevelopment Plan heretofore or hereafter made by the City pursuant to law.

"Refunding Notes" means the notes authorized to be issued pursuant to **Article V**.

"Registrar" means the Treasurer of the City of York, Nebraska, in its capacity as registrar and paying agent for the Note.

"Resolution" means this Resolution as from time to time amended or supplemented.

"Revenue" means the Tax Revenue.

"Special Fund" means the fund by that name created in **Section 7.1**.

"State" means the State of Nebraska.

"Tax Revenue" means, with respect to the Project Area, (a) those tax revenues referred to (1) in the first paragraph of Article VIII, Section 12 of the Constitution of the State and (2) in Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, and (b) all payments made in lieu thereof.

"Treasurer" means the Treasurer of York County, Nebraska.

Section 2.2. Definitions of General Terms. Unless the context clearly indicates otherwise or may otherwise require, in this Resolution words importing persons include firms, partnerships, associations, limited liability companies (public and private), public bodies and natural persons, and also include executors, administrators, trustees, receivers or other representatives.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution the terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Resolution as a whole and not to any particular section or subdivision thereof.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution: (a) references to Articles, Sections and other subdivisions, whether by number or letter or otherwise, are to the respective or corresponding Articles, Sections or subdivisions of this Resolution as such Articles, Sections, or subdivisions may be amended or supplemented from time to time; and (b) the word "heretofore" means before the time of passage of this Resolution, and the word "hereafter" means after the time of passage of this Resolution.

Section 2.3. Computations. Unless the facts shall then be otherwise, all computations required for the purposes of this Resolution shall be made on the assumption that the principal on the Note shall be paid as and when the same become due.

Section 2.4. Certificates, Opinions and Reports. Except as otherwise specifically provided in this Resolution, each certificate, opinion or report with respect to compliance with a condition or covenant provided for in this Resolution shall include: (a) a statement that the person making such certificate, opinion or report has read the pertinent provisions of this Resolution to which such covenant or condition relates; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate, opinion or report are based; (c) a statement that, in the opinion of such person, he has made such examination and investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; (d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with; and (e) an identification of any certificates, opinions or reports or other sources or assumptions relied on in such certificate, opinion or report.

Section 2.5. Evidence of Action by the Agency. Except as otherwise specifically provided in this Resolution, any request, direction, command, order, notice, certificate or other instrument of, by or from the City or the Agency shall be effective and binding upon the Agency, respectively, for the purposes of this Resolution if signed by the Chairman, the Vice Chairman, the Secretary, the Treasurer of the Agency, the Finance Director, the City Administrator or by any other person or persons authorized to execute the same by statute, or by a resolution of the City or the Agency, respectively.

ARTICLE III

AUTHORIZATION AND ISSUANCE OF THE NOTE; GENERAL TERMS AND PROVISIONS

Section 3.1. Authorization of Note. Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of acquiring, constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the Project, and (b) the costs of issuing the Note, the Agency shall issue one Note (the "Note") in an aggregate principal amount not to exceed $937,804. The Note shall be designated as "Community Development Agency of York, Nebraska, Fairfield Inn Redevelopment Project Tax Increment Development Revenue Note Series 2024," shall have an appropriate series designation as determined by the Finance Director, shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than the sixteenth December 31

after the Effective Date of Division of taxes, and shall bear interest at an annual rate of 8.0%. The Note shall be issued as a single Note as further described in **Section 3.2**.

The Note is a special, limited obligation of the Agency payable solely from the Revenue and the amounts on deposit in the funds and accounts established by this Resolution. The Note shall not in any event be a debt of the Agency (except to the extent of the Revenue and other money pledged under this Resolution), the State, nor any of its political subdivisions, and neither the Agency (except to the extent of the Revenue and other money pledged under this Resolution), the City, the State nor any of its political subdivisions is liable in respect thereof, nor in any event shall the principal of or interest on the Note be payable from any source other than the Revenue and other money pledged under this Resolution. The Note does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Agency and does not impose any general liability upon the Agency. Neither any official of the Agency nor any person executing the Note shall be liable personally on the Note by reason of its issuance. The validity of the Note is not and shall not be dependent upon the completion of the Project or upon the performance of any obligation relative to the Project.

The Revenue and the amounts on deposit in the funds and accounts established by this Resolution are hereby pledged and assigned for the payment of the Note, and shall be used for no other purpose than to pay the principal of or interest on the Note, except as may be otherwise expressly authorized in this Resolution. The Note shall not constitute a debt of the Agency or the City within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Agency, and neither the Agency nor the City shall not be liable for the payment thereof out of any money of the Agency or the City other than the Tax Revenue and the other funds referred to herein.

Nothing in this Resolution shall preclude the payment of the Note from (a) the proceeds of future notes issued pursuant to law or (b) any other legally available funds. Nothing in this Resolution shall prevent the City or the Agency from making advances of its own funds howsoever derived to any of the uses and purposes mentioned in this Resolution.

Section 3.2. Details of Note; Agency of Finance Director.

(a) The Note shall be dated the Date of Original Issue and shall be issued to the purchaser thereof, as the Owner, in installments. The Note shall be delivered on the earlier of allocation of the maximum principal amount of the Note or upon the issuance of a certificate of occupancy of the building constituting the Project. The Note shall be issued as a single Note with appropriate series designation.

(b) Proceeds of the Note may be advanced and disbursed in the manner set forth below:

(1) There shall be submitted to the Finance Director a disbursement request in a form acceptable to the Finance Director (the **"Disbursement Request"**), executed by the City Administrator and an authorized representative of the Redeveloper, (A) certifying that a portion of the Project has been substantially completed and (B) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(2) The Finance Director shall evidence such allocation in writing and inform the Owner of the Note of any amounts allocated to the Note.

(3) Such amounts shall be deemed proceeds of the Note and the Finance Director shall inform the Registrar in writing of the date and amount of such allocation. The Registrar shall keep and maintain a record of the amounts allocated to the note pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on the Note and its records maintained for the Note. The aggregate amount endorsed as the Principal amount Advanced on the Note shall not in the aggregate exceed $937,804.

The Agency shall have no obligation to pay any Disbursement Request unless such request has been properly approved as described above, and proceeds of the Note have been deposited by the Owner of the Note (if other than the Redeveloper) into the Project Fund.

The records maintained by the Registrar as to principal amount advanced and principal amounts paid on the Note shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

(c) The Note shall be dated the Date of Original Issue, which shall be the initial date of a allocation of the Note.

(d) As of the Date of Original Issue of the Note, there shall be delivered to the Registrar the following:

(1) A signed investor's letter in a form acceptable to the Finance Director and Note Counsel; and

(2) Such additional certificates and other documents as the special counsel for the Agency may require.

(e) The note shall bear Eight percent (8.00%) interest on the Cumulative Outstanding Principal Amount of the Note from the Date of Original Issue.

(f) The principal of the Note shall be payable in any coin or currency of the United States of America from all funds held by the which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payments on the Note due prior to maturity or earlier redemption and payment of any principal upon redemption price to maturity shall be made by check mailed by the Registrar on each Interest Payment Date to the Owners, at the Owners' address as it appears on the books of registry maintained by the Registrar on the Record Date. The principal of the Note due at maturity or upon earlier redemption shall be payable upon presentation and surrender of the Note to the Registrar. When any portion of the Note shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease on the principal amount of such Note so redeemed from and after the date of redemption thereof.

(g) The Note shall be executed by the manual signatures of the Chairman and Secretary of the Agency. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if s/he had remained in office until such delivery, and the Note may be signed by such persons as at the actual time of the execution of such Note shall be the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

(i) The Finance Director is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (1) the Date of Original Issue, the principal amount of the Note in accordance with **Section 3.2(a)**, (2) the maturity date of the Note, which shall be not later than the December 31 after the Effective Date for division of taxes, (3) the initial Payment Date and (4) any other term of the Note not otherwise specifically fixed by the provisions of this Resolution.

(j) Any Note issued upon transfer or exchange of any other Note shall be dated as of the Date of Original Issue.

(k) The Note shall be issued to such Owner as shall be mutually agreed between the Redeveloper and the Finance Director for a price equal to 100% of the principal amount thereof. No Note shall be delivered to any Owner unless the Agency shall have received from the Owner thereof such documents as may be required by the Finance Director to demonstrate compliance with all applicable laws, including without limitation compliance with **Section 3.6** hereof. The Agency may impose such restrictions on the transfer of any Note as may be required to ensure compliance with all requirements relating to any such transfer.

Section 3.3. Form of Note Generally. The Note shall be issued in registered form. The Note shall be in substantially the form set forth in **Article IX**, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and with such additional changes as the Finance Director may deem necessary or appropriate. The Note may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 3.4. Appointment of Registrar. The Finance Director is hereby appointed the registrar and paying agent for the Note. The Registrar shall specify its acceptance of the duties, obligations and trusts imposed upon it by the provisions of this Resolution by a written instrument deposited with the Agency prior to the Date of Original Issue of the initial Note. The Agency reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and the Note in its possession to the successor Registrar and shall deliver the note register to the successor Registrar. The Registrar shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Registrar.

Section 3.5. Exchange of Note. Any Note, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Owner thereof, be exchanged for another Note in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate. The Agency shall make provision for the exchange of the Note at the principal office of the Registrar.

Section 3.6. Negotiability, Registration and Transfer of Note. The Registrar shall keep books for the registration and registration of transfer of the Note as provided in this Resolution. The transfer of the Note may be registered only upon the books kept for the registration and registration of transfer of the Note upon (a) surrender thereof to the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar and (b) evidence acceptable to the Agency that the assignee is a bank or a qualified institutional buyer as defined in Rule 144A promulgated by the Securities and Exchange Commission. Prior to any transfer and assignment, the Owner will obtain and provide to the Agency, an investor's letter in form and substance satisfactory to the Agency evidencing compliance with the provisions of all federal and state securities laws, and will deposit with the Agency an amount to cover all reasonable costs incurred by the Agency, including legal fees, of accomplishing such transfer. A transfer of any Note may be prohibited by the Agency if (1) a default then exists under the Redevelopment Contract, (2) the assessed valuation of the Redeveloper Property (as defined in the Redevelopment Contract) is less than the projected "Increment value" set forth in the Redevelopment Plan or (3) a protest of the valuation of the Redeveloper Property is ongoing. Upon any such registration of transfer the Agency shall execute and deliver in exchange for such Note a new Note, registered in the name of the transferee, in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

In all cases in which any Note shall be exchanged or a transfer of a Note shall be registered hereunder, the Agency shall execute, at the earliest practicable time, and deliver a Note in accordance with the provisions of this Resolution. The Note surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. Neither the Agency nor the Registrar shall make a charge for the first such exchange or registration of transfer of any Note by any Owner. The Agency or the Registrar, or both, may make a charge for shipping, printing and out-of-pocket costs for every subsequent exchange or registration of transfer of such Note sufficient to reimburse it or them for any and all costs required to be paid with respect to such exchange or registration of transfer. Neither the Agency nor the Registrar shall be required to make any such exchange or registration of transfer of any Note during the period between a Record Date and the corresponding Interest Payment Date.

Section 3.7. Ownership of Note. As to any Note, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on such Note shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 3.8. Disposition and Destruction of Note. The Note, upon surrender to the Registrar for final payment, whether at maturity or upon earlier redemption, shall be canceled upon such payment by the Registrar and, upon written request of the Finance Director, be destroyed.

Section 3.9. Mutilated, Lost, Stolen or Destroyed Note. If any Note becomes mutilated or is lost, stolen or destroyed, the Agency shall execute and deliver a new Note of like date and tenor as the Note mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Agency. In the case of any lost, stolen or destroyed Note, there first shall be furnished to the Agency evidence of such loss, theft or destruction satisfactory to the Agency, together with indemnity to the Agency satisfactory to the Agency. If any such Note has matured, is about to mature or has been called for redemption, instead of delivering a substitute Note, the Agency may pay the same without surrender thereof. Upon the issuance of any substitute Note, the Agency may require the payment of an amount by the Owner sufficient to reimburse the Agency for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 3.10. Non-presentment of Note. If any Note is not presented for payment when the principal thereof becomes due and payable as therein and herein provided, whether at the stated maturity thereof or call for optional or mandatory redemption or otherwise, if funds sufficient to pay such Note have been made available to the Registrar all liability of the Agency to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Resolution or on, or with respect to, said Note. If any Note is not presented for payment within five years following the date when such Note becomes due, the Registrar shall repay to the Agency the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Agency, and the Registered Owner thereof shall be entitled to look only to the Agency for payment, and then only to the extent of the amount so repaid to it by the Registrar, and the Agency shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE IV

REDEMPTION OF NOTE

Section 4.1. Redemption of Note. The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 4.2. Redemption Procedures. The Finance Director is hereby authorized, without further action of the Council, to call all or any portion of the principal of the Note for payment and redemption prior to maturity on such date as the Finance Director shall determine, and shall deposit sufficient funds in the Debt Service Account from the Surplus Account to pay the principal being redeemed plus the accrued interest thereon to the date fixed for redemption. The Finance Director may effect partial redemptions of any Note without notice to the Owner and without presentation and surrender of such Note, but total redemption of any Note may only be effected with notice to the Owner and upon presentation and surrender of such Note to the Registrar. Notice of a total redemption of any Note shall be sent by the Registrar by first-class mail not less than five days prior to the date fixed for redemption to the Owner's address appearing on the books of registry maintained by the Registrar and indicate (a) the title and designation of the Note, (b) the redemption date, and (c) a recitation that the entire principal balance of such Note plus all accrued interest thereon is being called for redemption on the applicable redemption date.

Section 4.3. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of any Note, the principal amount of such Note actually Outstanding from time to time shall be determined and maintained by the Registrar. The Registrar shall make a notation in the books of registry maintained for each Note indicating the original principal advance of such Note as determined in accordance with **Section 3.2** and make such additional notations as are required to reflect any additional principal advances or redemptions of such Note from time to time, including on the Table of Cumulative Outstanding Principal Amount attached to each Note if it is presented to the Registrar for that purpose. Any Owner may examine the books of registry maintained by the Registrar upon request, and the Registrar shall grant such request as soon as reasonably practicable. Any failure of the Registrar to record a principal advance or a redemption on the Table of Cumulative Outstanding Principal Amount shall not affect the Cumulative Outstanding Principal Amount shown on the records of the Registrar.

ARTICLE V

REFUNDING NOTES

Section 5.1. Refunding Notes. Refunding Notes may be issued at any time at the direction of the Finance Director for the purpose of refunding (including by purchase) any Note or any portion thereof, including amounts to pay principal to the date of maturity or redemption (or purchase) and the expenses of issuing the Refunding Notes and of effecting such refunding; provided that the Debt Service on all notes to be outstanding after the issuance of the Refunding Notes shall not be greater in any Fiscal Year than would have been the Debt Service in such Fiscal Year were such refunding not to occur.

ARTICLE VI

EFFECTIVE DATE OF PROJECT; PLEDGE OF REVENUE

Section 6.1. Effective Date of Project. For purposes of Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, the effective date of the Project shall be determined as set forth in the Redevelopment Contract. The City Administrator is hereby directed to notify the Assessor of the effective date of the Project on the form prescribed by the Property Tax Administrator.

Section 6.2. Collection of Revenue; Pledge of Revenue. As provided for in the Redevelopment Plan, and pursuant to the provisions of the Redevelopment Law, for the period contemplated thereby, the Tax Revenue collected in the Project Area shall be allocated to and, when collected, paid into the Special Fund under the terms of this Resolution to pay the principal on the Note. When the Note has been paid in accordance with this Resolution, the Redevelopment Plan and the Redevelopment Contract, the Tax Revenue shall be applied as provided for in the Redevelopment Law.

The Revenue is hereby allocated and pledged in its entirety to the payment of the principal on the Note and to the payment of the Project Costs (including the Project), until the principal on the Note has been paid (or until money for that purpose has been irrevocably set aside), and the Revenue shall be applied solely to the payment of the principal on the Note. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner and shall be irrevocable.

Section 6.3. Potential Insufficiency of Revenue. Neither the Agency nor the City makes any representations, covenants, or warranties to the Owner that the Revenue will be sufficient to pay the principal of or interest on the Note. Payment of the principal of and interest on the Note is limited solely and exclusively to the Revenue pledged under the terms of this Resolution, and is not payable from any other source whatsoever.

ARTICLE VII

CREATION OF FUNDS AND ACCOUNTS; PAYMENTS THEREFROM

Section 7.1. Creation of Funds and Account. There is hereby created and established by the Agency the following funds and accounts which funds shall be held by the Finance Director of the City separate and apart from all other funds and moneys of the Agency and the City under her control
a special trust fund called the "Fairfield Inn Redevelopment Project Tax Increment Special Fund" (the **"Special Fund"**).

So long as the Note remains unpaid, the money in the foregoing fund and accounts shall be used for no purpose other than those required or permitted by this Resolution, any Resolution supplemental to or amendatory of this Resolution and the Redevelopment Law.

Section 7.2. Special Fund. All of the Revenue shall be deposited into the Special Fund. The Revenue accumulated in the Special Fund shall be used and applied on the Business Day prior to each Payment Date (a) to make any payments to the Agency as may be required under the Redevelopment Contract and (b) to pay principal on the Note to the extent of any money then remaining the Special Fund on such Payment Date. Money in the Special Fund shall be used solely for the

purposes described in this **Section 7.2**. All Revenues received through and including December 31, 2041 shall be used solely for the payments required by this **Section 7.2**.

ARTICLE VIII

COVENANTS OF THE AGENCY

So long as the Note is outstanding and unpaid, the Agency will (through its proper officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Resolution or in the Note, including the following covenants and agreements for the benefit of the Owner which are necessary, convenient and desirable to secure the Note and will tend to make them more marketable; provided, however, that such covenants do not require either the City or the Agency to expend any money other than the Revenue nor violate the provisions of State law with respect to tax revenue allocation.

Section 8.1. No Priority. The Agency covenants and agrees that it will not issue any obligations the principal of or interest on which is payable from the Revenue which have, or purport to have, any lien upon the Revenue prior or superior to or in parity with the lien of the Note; provided, however, that nothing in this Resolution shall prevent the Agency from issuing and selling notes or other obligations which have, or purport to have, any lien upon the Revenue which is junior to the Note and the Debt Service thereon, or from issuing and selling notes or other obligations which are payable in whole or in part from sources other than the Revenue.

Section 8.2. To Pay Principal of the Note. The Agency will duly and punctually pay or cause to be paid solely from the Revenue the principal of the Note on the dates and at the places and in the manner provided in the Note according to the true intent and meaning thereof and hereof, and will faithfully do and perform and fully observe and keep any and all covenants, undertakings, stipulations and provisions contained in the Note and in this Resolution.

Section 8.4. Books of Account; Financial Statements. The Agency covenants and agrees that it will at all times keep, or cause to be kept, proper and current books of account (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the Revenue and other funds relating to the Project.

Section 8.5. Eminent Domain Proceeds. The Agency covenants and agrees that should all or any part of the Project be taken by eminent domain or other proceedings authorized by law for any public or other use under which the property will be exempt from ad valorem taxation, the net proceeds realized by the Agency therefrom shall constitute Project Revenue and shall be deposited into the Special Fund and used for the purposes and in the manner described in **Section 7.2**.

Section 8.6. Protection of Security. The Agency is duly authorized under all applicable laws to create and issue the Note and to adopt this Resolution and to pledge the Revenue in the manner and to the extent provided in this Resolution. The Revenue so pledged is and will be free and clear of any pledge, lien, charge, security interest or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Resolution, except as otherwise expressly provided herein, and all corporate action on the part of the Agency to that end has been duly and validly taken. The Note is and will be a valid obligation of the Agency in accordance with its terms and the terms of this Resolution. The Agency shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and security interest granted with respect to the Revenue pledged under this Resolution and all the rights of the Owner under this Resolution against all claims and demands of all persons whomsoever.

ARTICLE IX

FORM OF NOTE

Section 9.1. Form of Note. The Note shall be in substantially the following form:

(FORM OF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS NOTE MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE IS A BANK OR A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION AND THE OWNER HAS OBTAINED AND PROVIDED TO THE AGENCY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AGENCY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AGENCY MAY REQUIRE.

THIS NOTE MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN SECTION 3.6 OF RESOLUTION NO. _____ OF THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF YORK

COMMUNITY DEVELOPMENT AGENCY
OF YORK, NEBRASKA

FAIRFIELD INN REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2024

No. R-1 **Up to an aggregate amount of $937,804**
(subject to reduction as described herein)

Date of Original Issue	Date of Maturity	Rate of Interest
	(16th December 31from Effective Date)	**8.0%**

REGISTERED OWNER: Anarba, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, **THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA** has caused this Note to be signed by the manual signature of the Chairman of the Agency, countersigned by the manual signature of the Secretary of the Agency.

COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA

[S E A L]
By: _____(manual signature)_____
Chairman

By: _____(manual signature)_____
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA** (the **"Agency"**) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of York, Nebraska (the **"Registrar"**), payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2024, by check or draft mailed to the Registered Owner hereof as shown on the note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable payment date occurs, at such Owner's address as it appears on such note registration books. The principal of this Note is payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Agency under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2157, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on _____, 2024, as from time to time amended and supplemented (the **"Resolution"**).

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS $937,804.

This Note has been issued by the Agency for the purpose of financing the costs of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing certain improvements within the area identified and referred to as the Fairfield Inn Project which is more specifically described in the Resolution, and to carry out the Agency's corporate purposes and powers in connection therewith.

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

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

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

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

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

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

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

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

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

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

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

_____
Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the note register kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within note in every particular.

Signature Guaranteed By:

_____
Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____
Title: _____

[The remainder of this page intentionally left blank]

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA
FAIRFIELD INN, REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2024

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

ARTICLE X

DEFEASANCE; MONEY HELD FOR PAYMENT OF DEFEASED NOTE

Section 10.1. Discharge of Liens and Pledges; Note No Longer Outstanding Hereunder. The obligations of the Agency under this Resolution, including any Resolutions, resolutions or other proceedings supplemental hereto, and the liens, pledges, charges, trusts, assignments, covenants and agreements of the Agency herein or therein made or provided for, shall be fully discharged and satisfied as to the Note or any portion thereof, and the Note or any portion thereof shall no longer be deemed to be outstanding hereunder and thereunder,

(a) when the any Note or portion thereof shall have been canceled, or shall have been surrendered for cancellation or is subject to cancellation, or shall have been purchased from money in any of the funds held under this Resolution, or

(b) if the Note or portion thereof is not canceled or surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal of the Note or any portion thereof, plus interest on such principal to the due date thereof, either (1) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Registrar for the Note, in trust and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Escrow Obligations maturing as to principal in such amount and at such times as will insure the availability of sufficient money to make such payment.

Provided that, with respect to any total redemption of any Note, notice of redemption shall have been duly given or provision satisfactory to the Registrar shall have been made therefor, or waiver of such notice, satisfactory in form, shall have been filed with the Registrar.

At such time as any Note or portion thereof shall no longer be outstanding hereunder, and, except for the purposes of any such payment from such money or such Escrow Obligations, such Note or portion thereof shall no longer be secured by or entitled to the benefits of this Resolution.

Any such money so deposited with the Registrar for any Note or portion thereof as provided in this **Section 10.1** may at the direction of the Finance Director also be invested and reinvested in Escrow Obligations, maturing in the amounts and times as hereinbefore set forth. All income from all Escrow Obligations in the hands of the Registrar which is not required for the payment of such Note or portion thereof with respect to which such money shall have been so deposited, shall be paid to

the Agency and deposited in the Special Fund as and when realized and collected for use and application as is other money deposited in that fund.

Anything in this Resolution to the contrary notwithstanding, if money or Escrow Obligations have been deposited or set aside with the Registrar pursuant to this **Section 10.1** for the payment of any Note and such Note shall not have in fact been actually paid in full, no amendment to the provisions of this **Section 10.1** shall be valid as to or binding upon the Owner thereof without the consent of such Owner.

Section 10.2. Certain Limitations After Due Date. If sufficient money or Escrow Obligations shall have been deposited in accordance with the terms hereof with the Registrar in trust for the purpose of paying the Notes or any portion thereof when the same becomes due, whether at maturity or upon earlier redemption, all liability of the Agency for such payment shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such money or Escrow Obligations, without liability to the Owners, in trust for the benefit of the Owners, who thereafter shall be restricted exclusively to such money or Escrow Obligations for any claim for such payment of whatsoever nature on his part.

Notwithstanding the provisions of the preceding paragraph of this **Section 10.2**, money or Escrow Obligations held by the Registrar in trust for the payment and discharge of the principal of on any Note which remain unclaimed for five years after the date on which such payment shall have become due and payable, either because the Notes shall have reached their maturity date or because the entire principal balance of the Notes shall have been called for redemption, if such money was held by the Registrar or such paying agent at such date, or for five years after the date of deposit of such money, if deposited with the Registrar after the date when such Note became due and payable, shall be paid to the Nebraska State Treasurer and the Registrar shall thereupon be released and discharged with respect thereto, and the Owner thereof shall look only to the Agency for the payment thereof.

ARTICLE XI
AMENDING AND SUPPLEMENTING OF RESOLUTION

Section 11.1. **Amending and Supplementing of Resolution Without Consent of Owner**. The Agency may at any time without the consent or concurrence of the Owner of the Note adopt a resolution amendatory hereof or supplemental hereto if the provisions of such supplemental Resolution do not materially adversely affect the rights of the Owner of the Note, for any one or more of the following purposes:

(a) To make any changes or corrections in this Resolution as to which the Agency shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(b) To add additional covenants and agreements of the Agency for the purpose of further securing payment of the Note;

(c) To surrender any right, power or privilege reserved to or conferred upon the Agency by the terms of this Resolution;

(d) To confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution; and

(e) To grant to or confer upon the Owner of the Note any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon them.

The Agency shall not adopt any supplemental Resolution authorized by the foregoing provisions of this **Section 11.1** unless in the opinion of counsel the adoption of such supplemental Resolution is permitted by the foregoing provisions of this **Section 11.1** and the provisions of such supplemental Resolution do not materially and adversely affect the rights of the Owner of the Note.

Section 11.2. Amending and Supplementing of Resolution with Consent of Owner. With the consent of the Owners of the Note, the Agency from time to time and at any time may adopt a resolution amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Resolution, or modifying or amending the rights and obligations of the Agency under this Resolution, or modifying or amending in any manner the rights of the Owner of the Note; provided, however, that, without the specific consent of the Owner of the Note, no supplemental Resolution amending or supplementing the provisions hereof shall: (a) change the fixed maturity date for the payment or the terms of the redemption thereof, or reduce the principal amount of the Note or the rate of interest thereon or the Redemption Price payable upon the redemption or prepayment thereof; (b) authorize the creation of any pledge of the Tax Revenues and other money and securities pledged hereunder, prior, superior or equal to the pledge of and lien and charge thereon created herein for the payment of the Note except to the extent provided in **Articles III** and **V**; or (c) deprive the Owner of the Note in any material respect of the security afforded by this Resolution. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Owner\ of the Note of the adoption of any supplemental Resolution authorized by the provisions of **Section 11.1**.

It shall not be necessary that the consents of the Owner of the Note approve the particular form of wording of the proposed amendment or supplement or of the proposed supplemental Resolution effecting such amendment or supplement, but it shall be sufficient if such consents approve the substance of the proposed amendment or supplement. After the Owner of the Note shall have filed its consent to the amending or supplementing hereof pursuant to this Section, the Agency may adopt such supplemental Resolution.

Section 11.3. Effectiveness of Supplemental Resolution. Upon the adoption (pursuant to this **Article XI** and applicable law) by the Agency of any supplemental Resolution amending or supplementing the provisions of this Resolution or upon such later date as may be specified in such supplemental Resolution, (a) this Resolution and the Note shall be modified and amended in accordance with such supplemental Resolution, (b) the respective rights, limitations of rights, obligations, duties and immunities under this Resolution and the Owner of the Note shall thereafter be determined, exercised and enforced under this Resolution subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental Resolution shall be a part of the terms and conditions of the Note and of this Resolution for any and all purposes.

ARTICLE XII

MISCELLANEOUS

Section 12.1. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Agency hereby (a) authorizes and directs the Chairman, Finance Director, Secretary, City Administrator and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the Agency and such other actions as they, or any of them, in consultation with Special Counsel, the Owner and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Finance Director the right, power and authority to exercise his independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Note not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Note. The execution and delivery by the Finance Director or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the Agency's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Agency and the authorization, approval and ratification by the Agency of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Finance Director and all other officers, officials, employees and agents of the Agency, including without limitation the expenditure of funds and the selection, appointment and employment of Special Counsel and financial advisors and agents, in connection with issuance and sale of the Note, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 12.2. Proceedings Constitute Contract; Enforcement Thereof. The provisions of this Resolution shall constitute a contract between the Agency and the Owner and the provisions thereof shall be enforceable by the Owner by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the issuance and delivery of any Note, this Resolution and any supplemental Resolution shall not be repealable, but shall be subject to modification or amendment to the extent and in the manner provided in this Resolution, but to no greater extent and in no other manner.

Section 12.3. Benefits of Resolution Limited to the Agency and the Owner. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or should be construed to confer upon or give to any person other than the Agency and the Owner of the Note any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Agency and the Owner from time to time of the Note as herein and therein provided.

Section 12.4. No Personal Liability. No officer or employee of the Agency shall be individually or personally liable for the payment of the principal of or interest on the Note. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 12.5. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Resolution requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Resolution the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 12.6. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the City, the Agency or the Registrar to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Note, but the Owner of the Note shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 12.7. Law and Place of Enforcement of this Resolution. The Resolution shall be construed and interpreted in accordance with the laws of the State of Nebraska. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State of Nebraska except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 12.8. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 12.9. Repeal of Inconsistent Resolution. Any Resolution of the City, or the Agency and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 12.10. Publication and Effectiveness of this Resolution. This Resolution shall take effect and be in full force from and after its passage by the Community Development Agency of the City.

Section 12.11 Agency to Execute Redevelopment Contract and Approve Plan. The Chairman and Secretary are authorized and directed to execute the Redevelopment Contract, in the form presented with such changes as the Chairman, in his discretion deems proper. The Plan is approved and adopted.

Motion to approve Resolution 2024-27, authorizing issuance of a Tax Increment Development Revenue Note; providing for the terms and provisions of said note and authorizing the execution of a Redevelopment Contract with Fairfield Inn. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Nay, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Adjournment

There being no further business to come before the Council as the Community Development Agency, the Mayor adjourned the meeting of the Community Development Agency, the time being 7:58 o'clock p.m.

_____ _____

Amanda Ring, City Clerk Barry Redfern, Mayor