

(Amended: 3/27/20)

AGENDA
COMMUNITY REDEVELOPMENT AUTHORITY
March 31, 2020

1. 4:00 p.m. - Call the meeting to order

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the City Council Chambers.

Citizens have the right under the Open Meetings Act to attend all meetings of public bodies. Pursuant to the Governor's Executive Order No. 20-03, this meeting will be held by video/telephone conference. Members of the public may attend this meeting electronically.

Please join this meeting from your computer, tablet or smartphone by going to the City of Wayne website at cityofwayne.org.

The Community Redevelopment Authority may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

2. Action to approve the Minutes of February 25, 2020
3. Action to approve the Claims
4. Action on the request of F & M Bank for the Wayne Community Redevelopment Authority to subordinate its lien on the Jason Beiermann and Angie Beiermann Loan — Matt Jones, Market President, F & M Bank
5. **Action on the request of Blake Otte to release the Deed of Trust that was filed against Lot 48, Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska, on September 19, 2016, on Document No. 161167**
6. Review Redevelopment Plan for the Chad Sebade/Sebade Housing LLC Project for sufficient completeness with regard to Section 18-2111 and other relevant sections of the Community Development Law
7. CRA Resolution 2020-1: Forwarding a Redevelopment Plan of the City of Wayne, Nebraska, to the Planning Commission of the City of Wayne for purposes of its review and recommendation regarding said Plan's conformity with the Comprehensive Plan of the City of Wayne — Chad Sebade/Sebade Housing LLC Project
8. Update on the following property — Tax Lot 22 in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska
9. Discussion regarding other potential properties of interest
10. Adjourn

NEXT MEETING IS SCHEDULED FOR APRIL 28, 2020

February 25, 2020

The Wayne Community Redevelopment Authority (CRA) met in regular session at City Hall on Tuesday, February 25, 2020, at 4:00 o'clock p.m. Chair Jill Brodersen called the meeting to order with the following in attendance: Members Jon Meyer, Corby Schweers and Nick Muir; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Members Mark Lenihan, Cale Giese and Terry Sievers.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on February 13, 2020, and a copy of the meeting notice and agenda were simultaneously given to the Chair and all members of the Community Redevelopment Authority. All proceedings hereafter shown were taken while the Authority convened in open session.

Chair Brodersen advised the public that a copy of the Open Meetings Act was located on the southwest wall of the Council Chambers and was available for public inspection. In addition, she advised the public that the Community Redevelopment Authority may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Member Meyer made a motion, which was seconded by Member Schweers, to approve the minutes of the January 28, 2020, meeting. Chair Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Members Lenihan, Giese and Sievers who were absent, the Chair declared the motion carried.

Member Schweers made a motion, which was seconded by Member Muir, to approve the following CRA Claims:

| | |
|----------------|-----------|
| City of Wayne: | |
| Attorney Fees | \$ 800.00 |

Chair Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Members Lenihan, Giese and Sievers who were absent, the Chair declared the motion carried.

The CRA reviewed the tax increment financing application of Chad Sebade for completeness and to make a determination as to whether or not the project is not financially feasible without tax increment financing.

Wes Blecke, City Administrator, stated this is the initial step in the process. This is the step to prove that this project would not happen without tax increment financing.

Beth Porter, Finance Director, was also present to review the steps in this process. Mike Bacon, the City's tax increment financing attorney, reviewed the Application and requested either a cash flow analysis or a letter from Mr. Sebade's banker stating that he would not be able to proceed with the project without tax increment financing. Mr. Sebade did provide that letter, along with the plans for the project.

Administrator Blecke stated that several years ago, an Architectural Review Committee was appointed to review plans for projects that are receiving city funds before final approval. Mr. Sebade's plans will need to be reviewed by this committee.

Chad Sebade was present to answer questions and stated he would work with the Architectural Review Committee. This project would be an 8-unit apartment complex located on two lots (717 and 721 Nebraska Street). The total estimated project costs would be \$697,003. The total amount of tax increment financing being requested is \$135,193.

Attorney Miller advised the CRA that they can, if they so want, require both a cash flow analysis and a letter from the applicant's banker stating that the project would not be able to proceed without tax increment financing. For this application, however, Mr. Sebade was advised he could provide one or the other.

Member Muir made a motion, which was seconded by Member Meyer, to forward the Tax Increment Financing Application of Chad Sebade to the City's Tax Increment Financing Attorney for preparation of a Redevelopment Plan, Cost Benefit Analysis and Redevelopment Contract. Chair Brodersen stated the motion, and the result of roll call being all Yeas, with the

exception of Members Lenihan, Giese and Sievers who were absent, the Chair declared the motion carried.

Attorney Miller updated the CRA on Tax Lot 22 in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska. Trial is set for March 17 and 18, 2020.

Joel Hansen, Street & Planning Director, updated the CRA on the Piersanti/Woehler property in Western Ridge Subdivision.

Discussion took place regarding other potential properties of interest.

Luke Virgil, Director of Wayne Area Economic Development, was present to discuss future strategy/plans for acquiring property.

Chair Brodersen declared the meeting adjourned at 4:46 p.m.

**City of Wayne
CRA Claims List**

March 31, 2020

| | | | | |
|-----------|-------|---|-----------|-----------------|
| 3/31/2020 | #1419 | City of Wayne Attorney Fees \$800.00 Ads & Notices \$101.25 | \$ | 901.25 |
| 3/31/2020 | #1420 | Knutson Law Quiet Title Action | \$ | 196.00 |
| 3/31/2020 | #1421 | Miller Law Pick Quiet Title Action | \$ | 1,434.85 |
| | | Total | \$ | 2,532.10 |

Betty McGuire - Fwd: Re: subordination

From: Beth Porter
To: Betty McGuire
Date: 3/24/2020 11:12 AM
Subject: Fwd: Re: subordination

>>> Chanelle Belt 3/19/2020 9:22 AM >>>
Reply Requested: When Convenient

Matt,

I have copied Betty, Beth and Wes on this email regarding your request for a subordination agreement. They will be able to help you with this.

I have copied Joel on this email as well, with regards to the building permit for Jason's house at 1213 Grainland Road. As of today, we have not yet issued a final Certificate of Occupancy to Jason. He has yet to finish the deck and call for the final. Once this has been done, we can then issue the Certificate of Occupancy to Jason for 1213 Grainland Road.

Thank you!
Chanelle

Chanelle Belt
Administrative Assistant
City of Wayne
402 / 375-1733
www.waynenc.org

>>> Matt Jones <MJones@fmbankne.com> 3/19/2020 8:20 AM >>>
Chanelle,

We are doing a home loan for Jason Beiermann and the City of Wayne has a 2nd lien filing. Is there a way you could do a subordination agreement?

Thank you,

Matt Jones
Market President
F&M Bank
321 Main, Wayne, NE 68787
Main: (402) 375-2043 Fax: (402) 375-5721
NMLS #1289126
www.fmbankne.com

181480

FILED
WAYNE COUNTY NE

2018 OCT 16 PM 3:35

Debra Finn
CLERK / R.O.D. / ELECTION

RETURN TO: Miller Law, P.O. Box 33, Wayne, NE 68787

DEED OF TRUST

THIS DEED OF TRUST is made on the 26th day of September 2018. The Trustors are Jason Beiermann and Angie Beiermann, Husband and Wife, a/k/a Borrower. The Trustee is Amy K. Miller, Attorney at Law, 208 Main Street, P.O. Box 33, Wayne NE 68787. The beneficiary is the Community Redevelopment Authority of the City of Wayne, Nebraska, a/k/a Lender. Beneficiary's address is 306 Pearl Street, P.O. Box 8, Wayne, Nebraska 68787

Borrower irrevocably conveys to Trustee, in Trust, with power of sale, the following:

Lot 3, Southview Addition to the City of Wayne, Wayne County, Nebraska; and Lot 3A of Grainland Administrative Replat of Lots 3, 4, and 5, Southview Addition to the City of Wayne, Wayne County, Nebraska

Together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes Lender \$10,000.00, evidenced by Borrower's note of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performance of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seized of such real estate and has the legal power and lawful authority to convey the same and warrants and will defend title to the real estate against the lawful claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due, the principal and interest as provided in said note.
2. All payments received by Lender shall be first applied to advances, which may have been made by Lender, and then to interest due and last to principal due.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, other than a first priority Deed of Trust to F&M Bank, Wayne, NE, which is or may attain priority over this security instrument Lender may give borrower a notice identifying the lien and Borrower shall satisfy the lien within 10 days.
5. Buyer shall keep the improvements on said premises secured against loss by fire and hazards included within the term "extended coverage" for one hundred percent of replacement value and policies for the same shall include a standard mortgage clause showing Lender herein. In the event of loss, Lender may make proof of loss if not promptly made by Borrower. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due. Borrower shall provide proof to Lender of said insurance reflecting a standard mortgage clause showing lender as co-loss payee.

Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the payments provided in said note, or change the amount of the payments.
6. If borrower fails to perform the covenants and agreements herein contained Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of borrower secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount shall bear interest at the highest lawful rate until refunded by Borrower.
7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to borrower.
8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
9. Any notice to Borrower provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless Nebraska Law requires use of another method, at the Borrower's last known address.
10. This security instrument and the note, which it secures, shall be governed by Nebraska law.

11. Lender may give notice to borrower following Borrower's breach of any covenant or agreement in this security agreement and the note, which it secures. The notice shall specify (a) the default (b) the action required to cure the default (c) a date not less than 10 days from the date the notice is given to Borrower by which the default must be cured

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform Borrower of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this security agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, a reasonable attorney fee and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled thereto.

13. Upon acceleration under Paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled thereto.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded in the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by Nebraska law.

16. Borrower requests that copies of all notices provided therein be sent to Borrower's address at 1213 Grainland Road, Wayne, NE 68787.

17. Where appropriate from the context the singular shall include the plural, the plural the singular and one gender shall include all genders.

18. Borrower agrees to maintain any improvements that presently are or hereafter may be placed on the premises in as good condition as the same now are or may hereafter be placed.

19 Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give borrower notice at the time of or prior to inspections specifying reasonable cause for the inspection.

20. Borrower covenants and agrees that upon any conveyance, assignment or transfer of their interest in the premises during the term of the loan secured hereby, the unpaid balance shall be immediately due and payable. If borrower fails to pay these sums, lender may invoke any remedies permitted by the security instrument without further notice or demand of borrower.

21. The lien of this Deed of Trust is and remains secondary and inferior to a prior Deed of Trust in the principal sum not to exceed \$222,400 to F&M Bank, Wayne, Nebraska, or its respective successors and/or assigns and executed of even date.

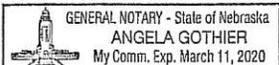
IN WITNESS WHEREOF, the Borrower(s) have signed this agreement

Jason Beiermann
Jason Beiermann, Borrower

Angie Beiermann
Angie Beiermann, Borrower

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on the 26th day of September, 2018, by Jason Beiermann and Angie Beiermann, Husband and Wife.



Angela Gothier
Notary Public
(My commission expires: March 11, 2020)

161167
FILED
WAYNE COUNTY, NE

2016 SEP 19 PM 4:24

Debra Finn
CLERK / ROD / ELECTION

PLEASE RETURN TO: Miller Law, 208 Main Street, PO Box 33, Wayne, NE 68787.

DEED OF TRUST

THIS DEED OF TRUST is made on September 16, 2016. The Trustor is Victor Cabrales and Olga Cabrales, Husband and Wife. The Trustee is Amy K. Miller, Attorney at Law, 208 Main Street, P.O. Box 33, Wayne, NE 68787. The Beneficiary is The Community Redevelopment Authority of the City of Wayne, Nebraska, a/k/a Lender. Beneficiary's address is PO Box 8, Wayne, NE 68787.

Borrower irrevocably conveys to Trustee, in Trust, with power of sale, the following:
Lot 48, Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska.

Together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes Lender \$5,000.00, evidenced by Agreement between the parties of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performance of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seized of such real estate and has the legal power and lawful authority to convey the same and warrants and will defend title to the real estate against the lawful claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due, the principal as provided in said agreement.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrower a notice identifying the lien and Borrower shall satisfy the lien within 10 days.
5. If Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of borrower secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrower.
6. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.
7. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

181470

FILED
WAYNE COUNTY, NE

2018 Oct 15 AM08:45

Debra Finn
CLERK/ROD/ELECTION
Electronically Recorded By SB

NEBRASKA DOCUMENTARY
STAMP TAX
Date: 10/15/18
\$ 18.00 By SB

Return to:
American Title and Escrow Co.
1310 West Norfolk Avenue, Suite B
Norfolk, NE 68701

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **Victor Cabrales and Olga Cabrales, husband and wife**, herein called the grantor whether one or more, in consideration of One dollar (\$1.00) and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto **Blake J. Otte, a single person**, herein called the grantee whether one or more, the following described real property.

Lot 48, Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrances except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof.

That grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whosoever.

Dated this 12 day of Oct, 2018.



Victor Cabrales



Olga Cabrales

State of Nebraska

SS.

County of Madison

The foregoing instrument was acknowledged before me this 12th day of October, 2018 by Victor Cabrales and Olga Cabrales, husband and wife.

Vicki L. Hilke
Notary Public: _____

My commission expires: _____



Real Estate Transfer Statement

To be filed with the Register of Deeds. Read instructions on reverse side. If additional space is needed, add an attachment and identify the item.

The deed will not be recorded unless this statement is signed and items 1 - 25 are accurately completed.

1. County Name Wayne; 2. County Number 90; 3. Date of Sale/Transfer Mo. 10 Day 12 Yr. 2018; 4. Date of Deed Mo. 10 Day 12 Yr. 2018; 5. Grantor's Name, Address, and Telephone (Please Print) Victor Cabrales and Olga Cabrales; 6. Grantee's Name, Address, and Telephone (Please Print) Blake J. Otte; 7. Property Classification Number. Check one box in categories A and B. Check C if property is also a mobile home.

8 Type of Deed: Conservator, Distribution, Land Contract/Memo, Partition, Sheriff, Other; 9 Was the property purchased as part of an IRS like-kind exchange? No; 10 Type of Transfer: Sale; 11 Was ownership transferred in full? Yes; 12 Was real estate purchased for same use? No; 13 Was the transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? No; 14 What is the current market value of the real property? \$7,400.00; 15 Was the mortgage assumed? No; 16 Does this conveyance divide a current parcel of land? No; 17 Was transfer through a real estate agent or a title company? Yes American Title & Escrow; 18 Address of Property: TBD LaPorte Street, Wayne, NE 68787; 19 Name and Address of Person to Whom the Tax Statement Should be Sent: See # 6; 18a No address assigned; 18b Vacant land; 20 Legal Description

Lot 48, Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska.

21 If agricultural, list total number of acres; 22 Total purchase price, including any liabilities assumed \$7,400.00; 23 Was non-real property included in the purchase? No; 24 Adjusted purchase price paid for real estate (line 22 minus line 23) \$7,400.00; 25 If this transfer is exempt from the documentary stamp tax, list the exemption number

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement.

sign here Blake J. Otte Print or Type Name of Grantee or Authorized Representative; Signature of Grantee or Authorized Representative; Title; Date October 12, 2018; Phone Number 402-750-6763

Register of Deeds' Use Only: 26. Date Deed Recorded Mo 10 Day 15 Yr. 18; 27. Value of Stamp or Exempt Number: \$ 18.00; 28. Recording Data 181470; For Dept. Use Only

Sales Information

80

| <u>Sale Date</u> | <u>Sale Price</u> | <u>Book & Page</u> | <u>Grantor</u> |
|------------------|-------------------|------------------------|---|
| 10/12/2018 | \$7,400.00 | 18 / 1470 | CABRALES, VICTOR & OLGA |
| 10/07/2016 | \$0.00 | / | CABRALES, VICTOR & OLGA |
| 09/16/2016 | \$9,000.00 | 16 / 1166 | COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA |

CRA RESOLUTION NO. 2020-1

A RESOLUTION FORWARDING A REDEVELOPMENT PLAN OF THE CITY OF WAYNE, NEBRASKA, TO THE PLANNING COMMISSION OF THE CITY OF WAYNE, NEBRASKA, FOR PURPOSES OF ITS REVIEW AND RECOMMENDATION REGARDING SAID PLAN'S CONFORMITY WITH THE COMPREHENSIVE PLAN OF THE CITY OF WAYNE.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF WAYNE, NEBRASKA:

Recitals:

- a. The Mayor and Council of the City of Wayne, Nebraska (the "**City**"), upon the recommendation of the Planning Commission of the City of Wayne, Nebraska (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**"), duly declared the redevelopment area legally described on **Exhibit "A"** attached hereto (the "**Redevelopment Project Area**") to be blighted and substandard and in need of redevelopment; and
- b. Pursuant to and in furtherance of the Act, a Redevelopment Plan (the "**Redevelopment Plan**") has been prepared and submitted to the Authority by Sebade Housing, LLC (the "**Redeveloper**"), in the form attached hereto as **Exhibit "B"** for the purpose of redeveloping the Redevelopment Project Area; and
- c. Pursuant to §18-2112 of the Act, the Authority, prior to recommending the Redevelopment Plan to the City, must refer the Redevelopment Plan to the Planning Commission of the City for its review and recommendations as to its conformity to the general plan for the development of the City as a whole.

Resolved that:

1. The Authority hereby refers the Redevelopment Plan, attached hereto as **Exhibit "B"** to the Planning Commission of the City for its review, public hearing, and recommendations as to the Redevelopment Plan's conformity to the general plan for the development of the City as a whole.
2. All prior Resolutions of the Authority in conflict with the terms and provisions of this Resolution are hereby expressly repealed to the extent of such conflicts.

PASSED AND APPROVED on March 31, 2020.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
WAYNE, NEBRASKA.

By _____
Chairperson

ATTESTED:

Secretary

Exhibit A
Legal Description of Redevelopment Project Area

Lot 1 and Lot 2, Block 7, John Lake's Addition to the City of Wayne, Wayne County, Nebraska.

Exhibit B
Redevelopment Plan

**Redevelopment Plan
Sebade Housing, LLC Project
2020**

Sebade Housing, LLC, (the “Redeveloper”) intends to redevelop and improve the area, described in this Plan, pursuant to the Nebraska Community Development Law (Sections 18-2101 to 18-2144 and 18-2147 to 18-2153, R.S.S. Neb. 2012, as amended, the “Act”) by the development of an apartment building. This Plan amends previous plans for the Project Area, if any.

A. General Project Description:

THE DEMOLITION OF TWO SINGLE-FAMILY HOMES AND CONSTRUCTION OF AN EIGHT APARTMENT UNIT BUILDING.

THE PROJECT WILL CONSIST OF SITE ACQUISITION, DEMOLITION, AND INFRASTRUCTURE INSTALLATION FOR AN EIGHT UNIT APARTMENT BUILDING.

Exhibit “1” attached to this Plan shows the property to be redeveloped (the “Project Area”).

The redevelopment of the Project Area is not economically feasible without assistance from tax increment financing because of high demolition and infrastructure costs and lack of sufficient capital and ability to obtain a market rate return on investment. This project is intended to provide eight market rate apartments. The Redeveloper believes that the redevelopment of the Project Area will provide the City and its surrounding area with needed new housing.

B. Boundaries of Project Area and Existing Conditions and Uses

As indicated above, Exhibit “1” describes the boundaries of the Project Area. Exhibit “2” shows condition and existing use of the property within the Project Area.

The Project Area will require installation of paving on public right of way for parking and a drive way.

C. Land Use Plan Showing Proposed Uses

Exhibit “3” shows the ultimate use for the Project Area as well as the proposed configuration for the apartments.

D. Information Concerning Population Densities, Land Coverage and Building Intensities

The Project Area currently has no residents. Under this Plan, all of the Project Area is intended at full development to provide eight apartments. Building densities will not exceed such densities as are permitted under Wayne Zoning and Subdivision Regulations.

E. Statement as to Proposed Changes in Zoning, Street Layout, Street Levels or Grades

The Project Area is zoned B3 Neighborhood Commercial. In order to start the project, the city code requires that a conditional use be granted. All construction will be subject to applicable building codes and ordinances.

F. Site Plan for the Project Area

Exhibit “3” shows the proposed site plan for the area.

G. Statement as to Kind and Number of Additional Public Facilities

Right-of-way paving for parking, sewer and water, and electrical line extensions throughout the Project Area will be provided by the Redeveloper in accordance with specifications and requirements of the City.

H. Implementation of Plan

The Redeveloper has acquired the real estate described on Exhibit “1.” The existing structures will be demolished and a two story, eight unit apartment building will be constructed. The Redeveloper will install the parking, drive, curb, gutter and extend sewer and water mains. In order to make the Project financially feasible, the Redevelopment Authority will be required to issue one tax increment development revenue bond (the “Bond”) to be repaid from the excess ad valorem taxes on the apartments. The Wayne Community Redevelopment Authority (the “Authority”) will pledge the maximum amount of annual increment of ad valorem taxes for the year 2021 and continuing for each year for 15 years, first to the payment of interest and principal on the Bond. The Bond will be granted to the Redeveloper to pay the following costs:

| | |
|------------------------------|------------------|
| ROW paving & sidewalks | \$23,960 |
| Sewer mains | \$ 2,500 |
| Site purchase reimbursement | \$52,503 |
| Demolition | \$29,500 |
| Site preparation | \$ 4,500 |
| Utility extensions | \$16,430 |
| Exterior lighting | \$ 800 |
| Legal | <u>\$ 7,750</u> |
| Total Eligible Costs: | \$137,503 |

I. Plan of Finance

The Authority will issue its Tax Increment Revenue Bond in the aggregate total amount of \$100,000.00 in order to assist in the financing of Redevelopment Project Costs shown above. The Redeveloper will agree to build the apartments, described herein, pursuant to a redevelopment contract in order to induce the Authority provide a grant in the amount of \$100,000.

J. Description of Project Area

The Project Area is described on attached Exhibit "1."

The construction is estimated to be completed by May of 2021. The incremental tax revenues will be dedicated to payment of the Tax Increment Development Revenue Bond. The tax increment revenues are to be allocated under the terms of Section 18-2147(1) (b) of the Act for those tax years for which the payments become delinquent within fifteen (15) years from the effective date as set forth in the project redevelopment contract. The real property ad valorem taxes on the current taxable valuation of the redevelopment area will continue to be paid to the applicable taxing bodies in accordance with the terms of Section 18-2147 of the Act.

K. Statutory Pledge of Taxes

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the lots within the Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision as determined pursuant to the redevelopment contract. ***Such effective date may be confirmed and restated in the Resolution authorizing the Tax Increment Development Revenue Bond.***

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is to be pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed or otherwise, by the Authority 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.

The Tax Increment Revenue Bond shall be payable solely from the tax increment revenues available under Section 18-2147 and shall not otherwise constitute indebtedness of the Authority or the City.

L. 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 project must be in an area declared blighted and substandard. [Section 18-2109]**

The Project Area has been declared blighted and substandard by action of the Mayor and Council of the City prior to the adoption and approval of this Plan. Such declaration was made after a public hearing with full compliance with the public notice requirements of the Act.

2. Conformance to the general plan for the municipality as a whole. [Section 18-2103(13)(a) and Section 18-2110]

The City of Wayne has adopted a Comprehensive Plan, (the “Comprehensive Plan”). This Plan and the project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended or required. The Plan and Zoning Regulations specifically allow for the proposed redevelopment pursuant to a conditional use permit. The existing property is in horrible condition and needs to be demolished to eliminate blight and substandard conditions.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [Section 18-2103(13) (b) and Section 18-2111]

- a. Land Acquisition:** The Project Area has been acquired by the Redeveloper.
- b. Demolition and Removal of Structures:** The project to be implemented under this Plan requires removal of two existing structures that are in dilapidated condition. Elevations and street, water main and sewer plans will be provided to the City Planning Department for approval prior to commencement of construction.
- c. Future Land Use Plan:** See attached Exhibit “3” for the proposed development land use. [Section 18-2103(b) and Section 18-2111 of the Act] The attached Exhibit “3” also shows an accurate site plan of the area after redevelopment, showing the proposed uses projected for the Redevelopment Project. [Section 18-2111(3) and (5) of the Act].
- d. Changes to zoning, street layouts and grades or building codes or ordinances or other planning changes.** No zoning change will be required for the Project. The entire Redevelopment Project Area will require the issuance of a conditional use permit. No changes are anticipated in building codes or ordinances. [Section 18-2103(b) and Section 18-2111 of the Act].
- e. Site Coverage and Intensity of Use.** The project, as fully developed, will provide eight apartments with a ground floor coverage of 5,376 square feet. [Section 18-2103(b) and Section 18-2111 of the Act].

f. Additional Public Facilities or Utilities. Water, storm and sanitary sewer connections to the city mains will be required in addition to the paving noted above [Section 18-2103(b) and Section 18-2111 of the Act].

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

There are no residents or operating businesses currently located in the Project Area and no relocation requirements apply or are contemplated. [Section 18-2103.02 of the Act].

5. Conflicts of interest by an Authority member must be disclosed.

No member of the governing body of the Authority, nor any employee of the City or the Authority holds any interest in any property located in the Project Area. [Section 18-2106 of the Act].

6. The Act requires that the Authority consider:

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

b. The Authority will enter into a project redevelopment contract with the Redeveloper having such undertakings as the Authority determines appropriate [Section 18-2119(2) of the Act]. Because all of the real property within the Project Area will be privately owned, the requirements of Section 18-2118 of the Act relating to transfers of property by the Authority do not apply. The Redeveloper intends to redevelop the Project Area with an investment of up to \$697,000 of funds from private and other public resources, including bank or other financing.

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

This plan contemplates that the Authority may issue its Tax Increment Revenue Bonds in an amount not to exceed \$100,000 to provide a grant from the Authority to the Redeveloper to bear interest at a rate to be determined by the Authority. The Tax Increment Revenue Bond shall be privately placed with the Redeveloper or its assignee to obtain the proceeds needed to make the grant. Application of the proceeds of the Tax Increment Revenue Bond will be supervised by or on behalf of the Authority. The Tax Increment Revenue Bond shall be repaid from the tax increment revenues generated from the Project Area from and after January 1, 2021, through December 31, 2037.

d. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan [Section 18-2114 of the Act].

7. Statutory considerations prior to recommending a redevelopment plan.

Section 18-2113 of the Act requires that the governing body of an Authority observe certain considerations prior to recommending a Plan: In connection with the adoption of this Plan and prior to recommending it to the Mayor and City Council, the governing body of the Authority shall consider whether the proposed land uses and building requirements in the redevelopment project area (as to this Plan, the Project Area) are designed with the general purpose of accomplishing, in conformance with the general plan (the City's Comprehensive Plan), a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight. The Authority shall undertake to make such considerations and findings prior to its recommending of this Plan by a Resolution separate from this Plan.

8. Cost Benefit Analysis

Section 18-2113 of the Act further requires the Authority 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 Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2019), the Authority has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately \$167,900 (\$100,000 principal and \$67,900 interest) in public funds from tax increment financing provided by the Authority will be required to complete the project. This investment by the Authority will leverage \$597,000 in private sector financing; a private investment of \$3.56 for every tax dollar investment.

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2020, valuation of approximately \$63,815. Based on the 2019 levy, this would result in a real

property tax of approximately \$1,125.82. It is anticipated that the assessed value will increase by \$630,000 upon full completion as a result of the site redevelopment. This development will result in an estimated tax increase of over \$11,777 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues for the period of the bonds, but would be used for eligible private redevelopment costs to enable this project to be realized.

| | | |
|----------------------------------|----|---------|
| Estimated 2019 assessed value | \$ | 63,815 |
| Estimated value after completion | \$ | 693,815 |
| Increment value | \$ | 630,000 |
| Annual TIF generated (estimated) | \$ | 11,777 |
| TIF bond issue | \$ | 100,000 |

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

The redevelopment project area currently has an estimated valuation of \$63,815. The proposed redevelopment will create additional valuation of \$630,000. Tax shifts will equal an estimated \$167,900 comprised of \$100,000 in principal and \$67,900 in interest.

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

Existing water and wastewater facilities will not be negatively 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.

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

This will provide additional housing options for the college students in Wayne. No employer or employee impacts in the area are contemplated.

(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:

This project will result in temporary construction jobs in the city.

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

This development is intended to support college students and will not likely result in any increase in public school students.

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

None are anticipated.

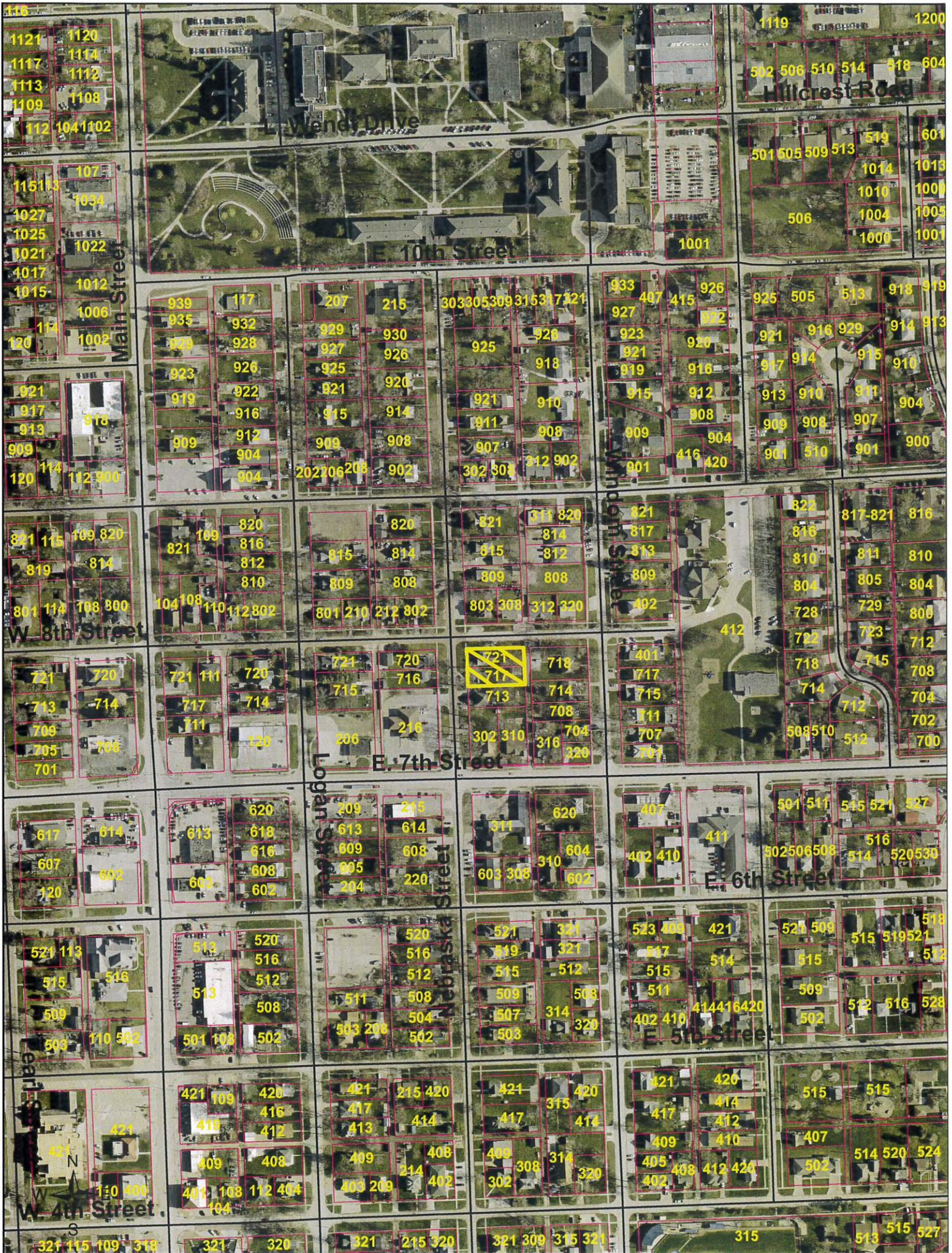
Exhibit "1"

Legal Description/Area Boundary

Lot 1 and Lot 2, Block 7, John Lake's Addition to the City of Wayne, Wayne County, Nebraska.

Exhibit "2"

Map of Existing Use and Condition



15' W

E. 8th Street

7.5' N.

64'

170'

72' 8 Parking

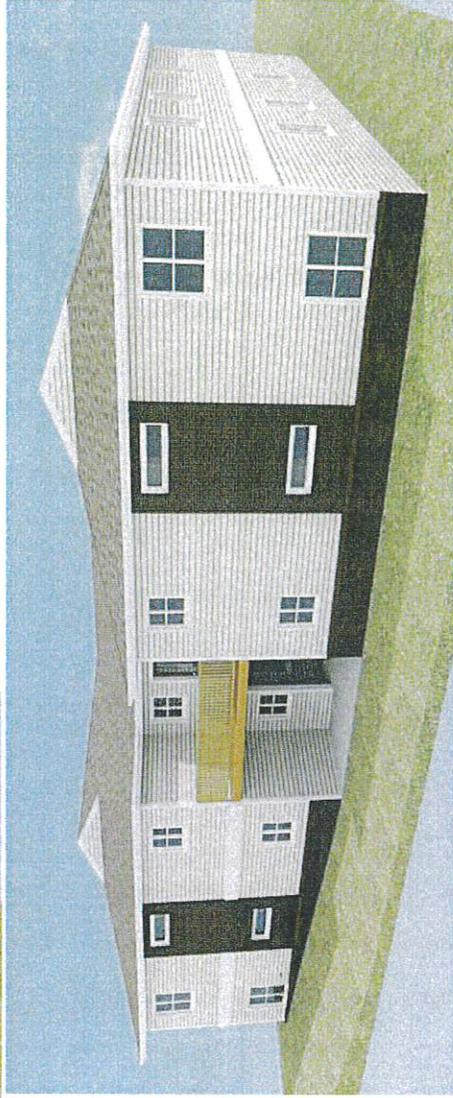
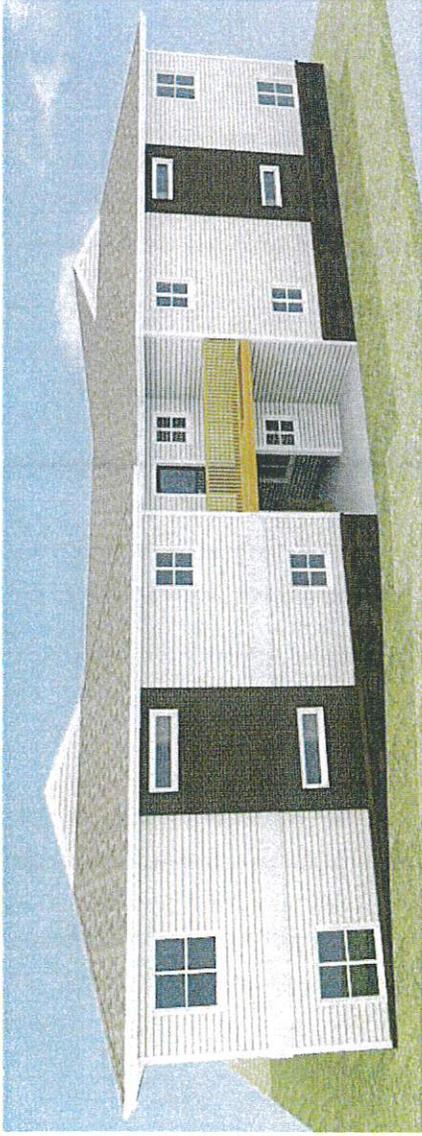
Nebraska Street

5' 50 1/2



Exhibit "3"

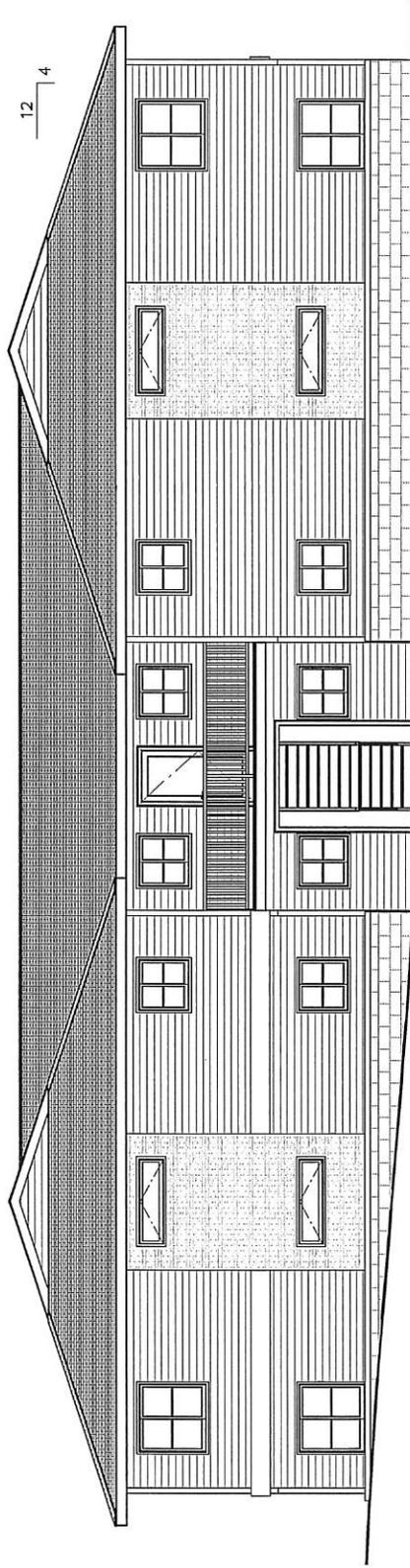
Map showing Site Plan after Development and Apartment Layout



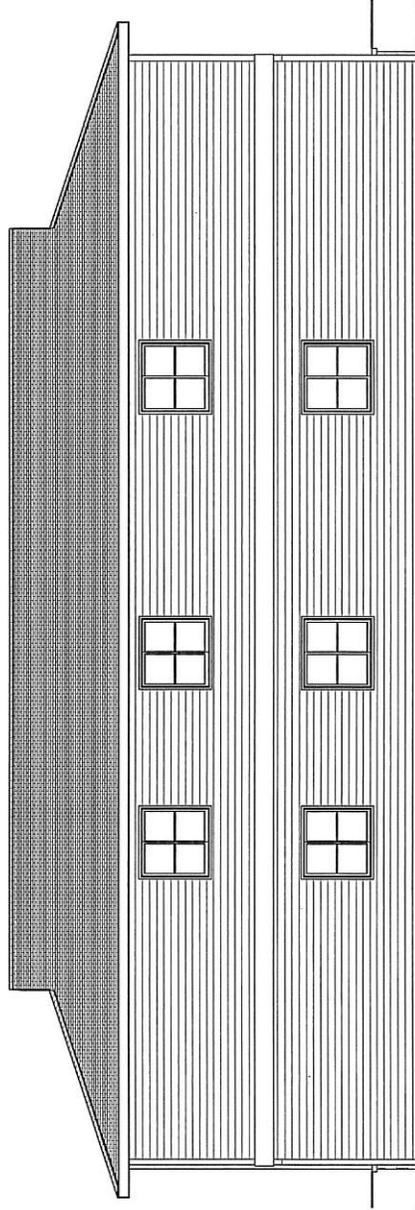
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604 WEST 2ND STREET - WAYNE, NE 68701
cjhtechnologies@gmail.com - 402-364-3555

DESIGNED FOR: SEBADE CONSTRUCTION
LOCATION: WAYNE, NE

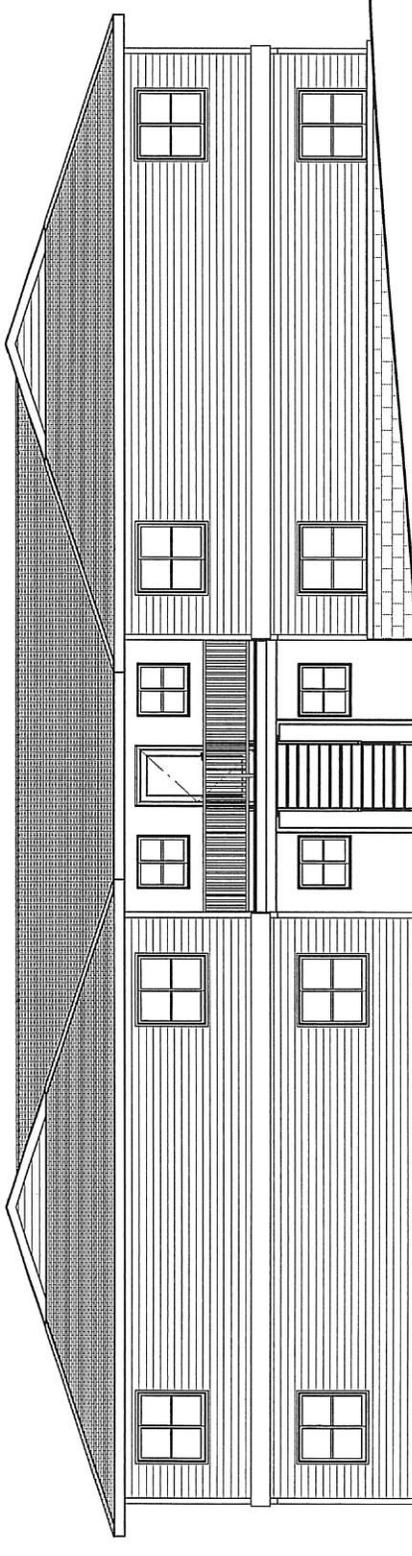
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OF: 9



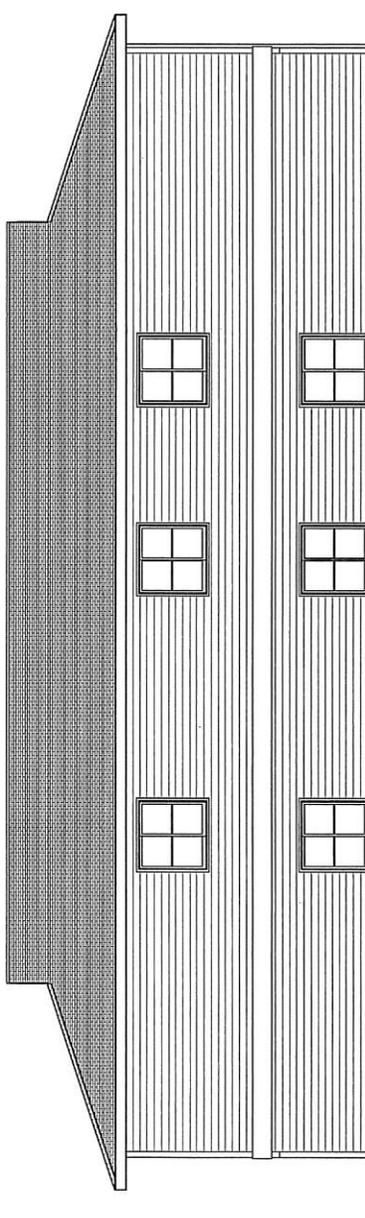
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SOUTH ELEVATION
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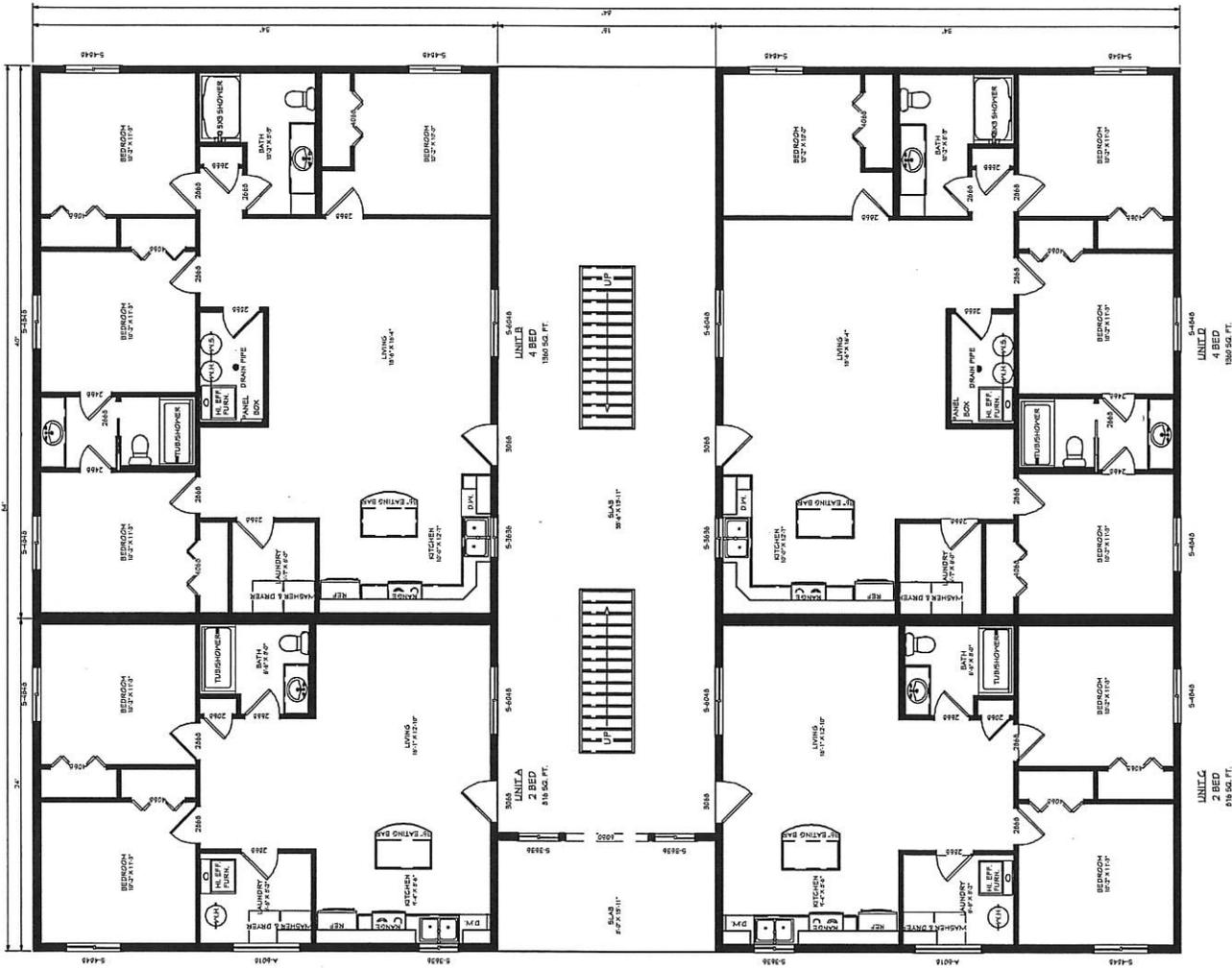
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NORTH ELEVATION
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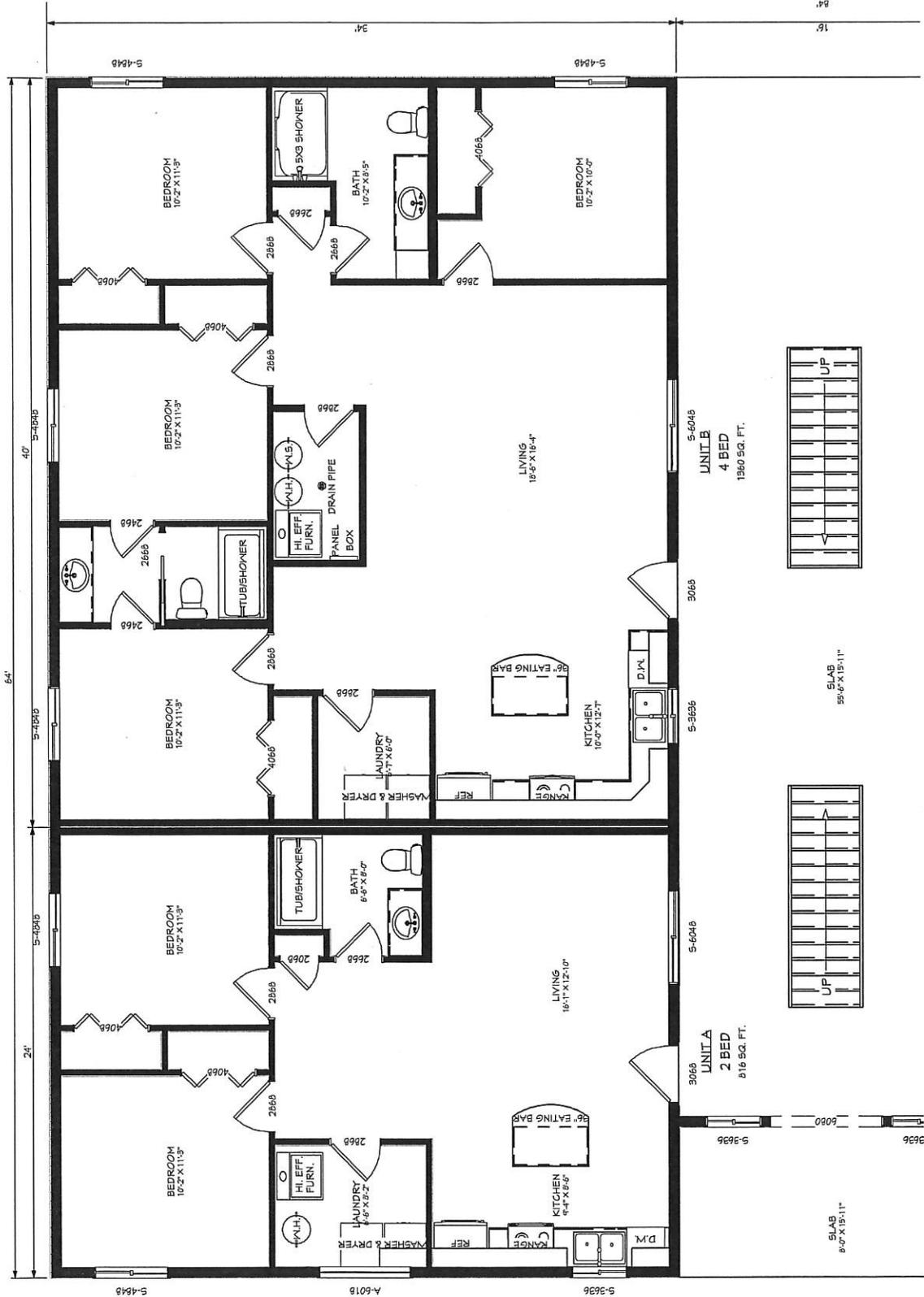
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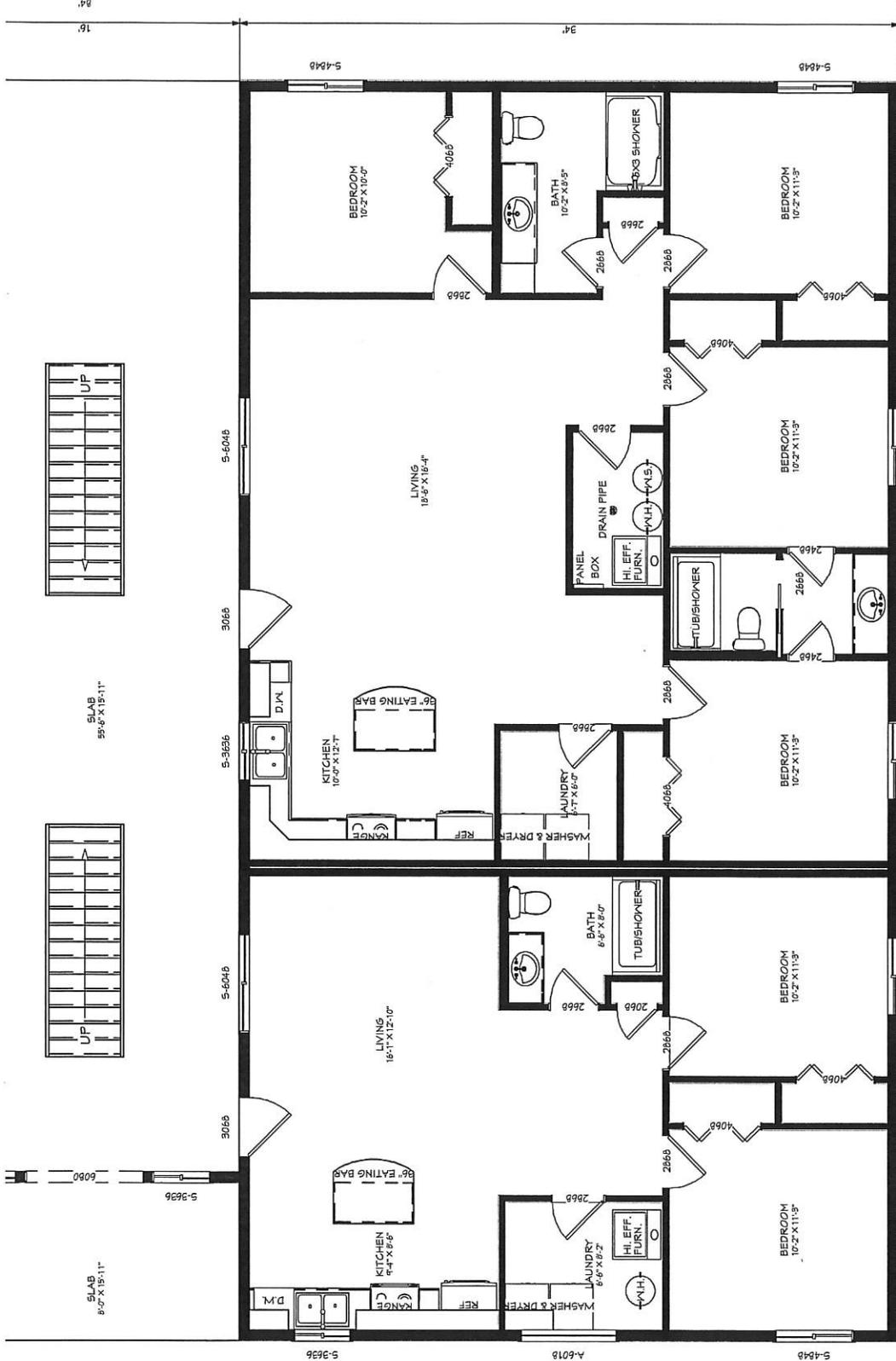


SLAB
8'-0" X 18'-11"

SLAB
8'-6" X 18'-11"

UNIT B
4 BED
1360 SQ. FT.

UNIT A
2 BED
818 SQ. FT.



UNIT C
2 BED
816 SQ. FT.

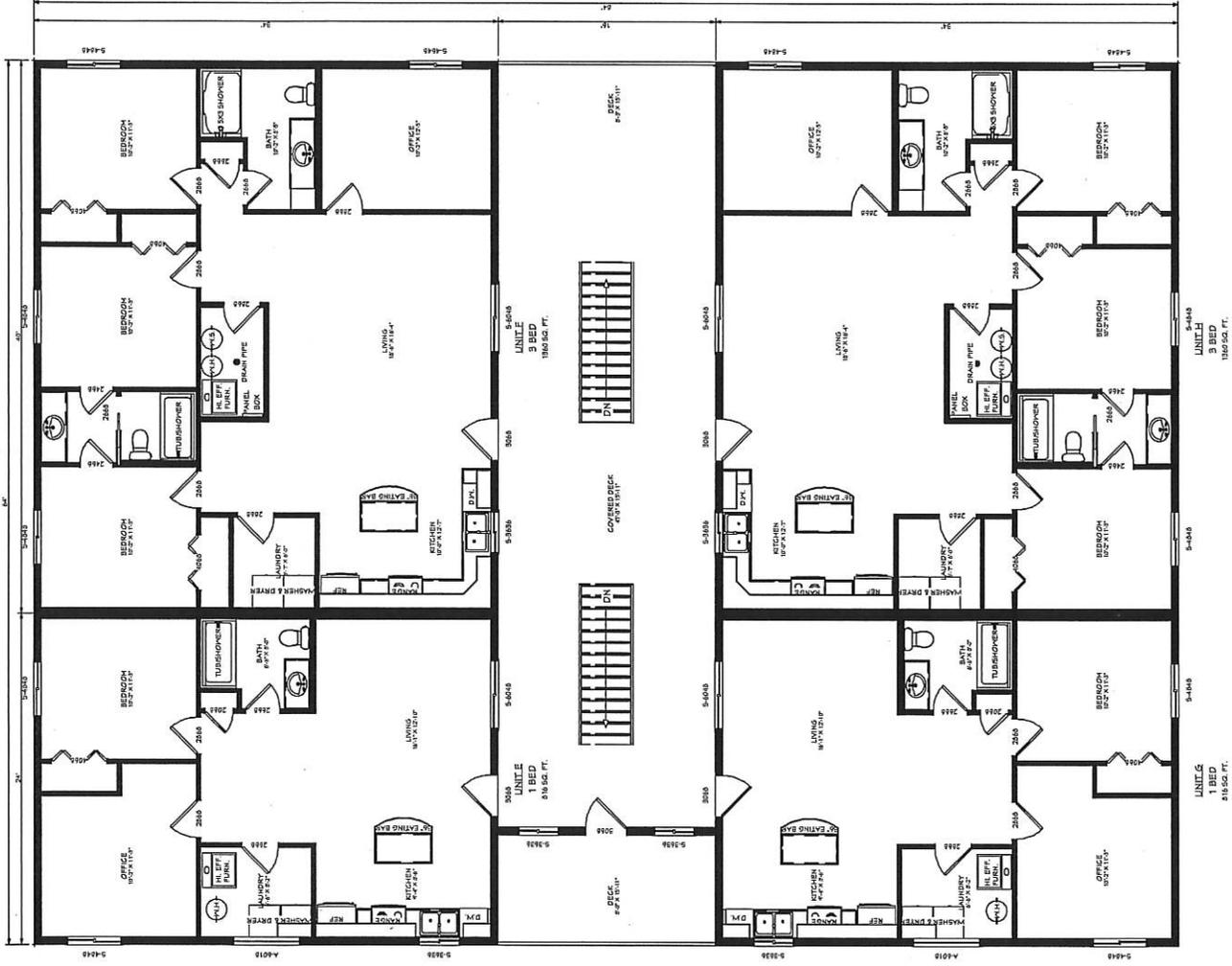
UNIT D
4 BED
1360 SQ. FT.



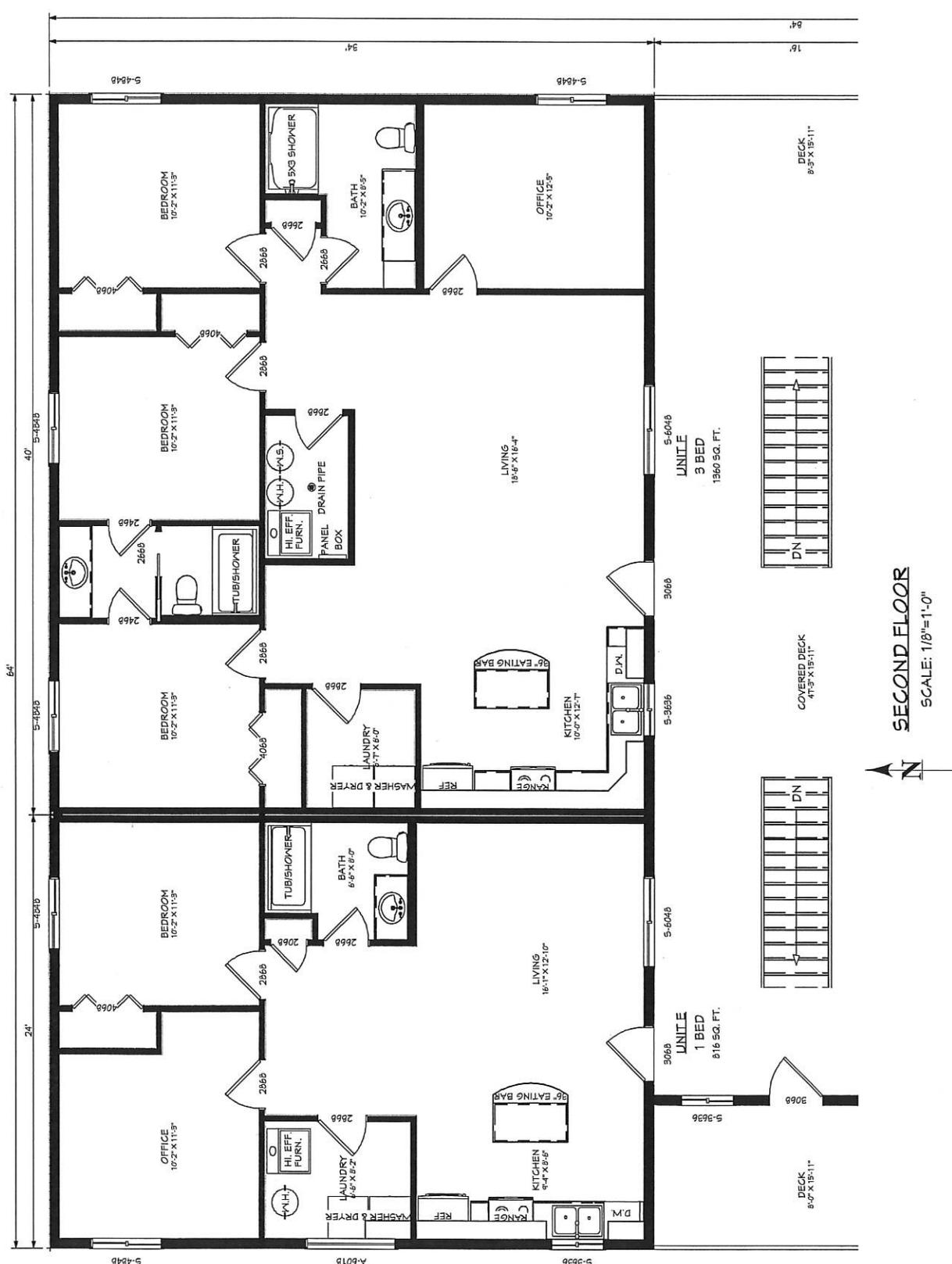
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SECOND FLOOR
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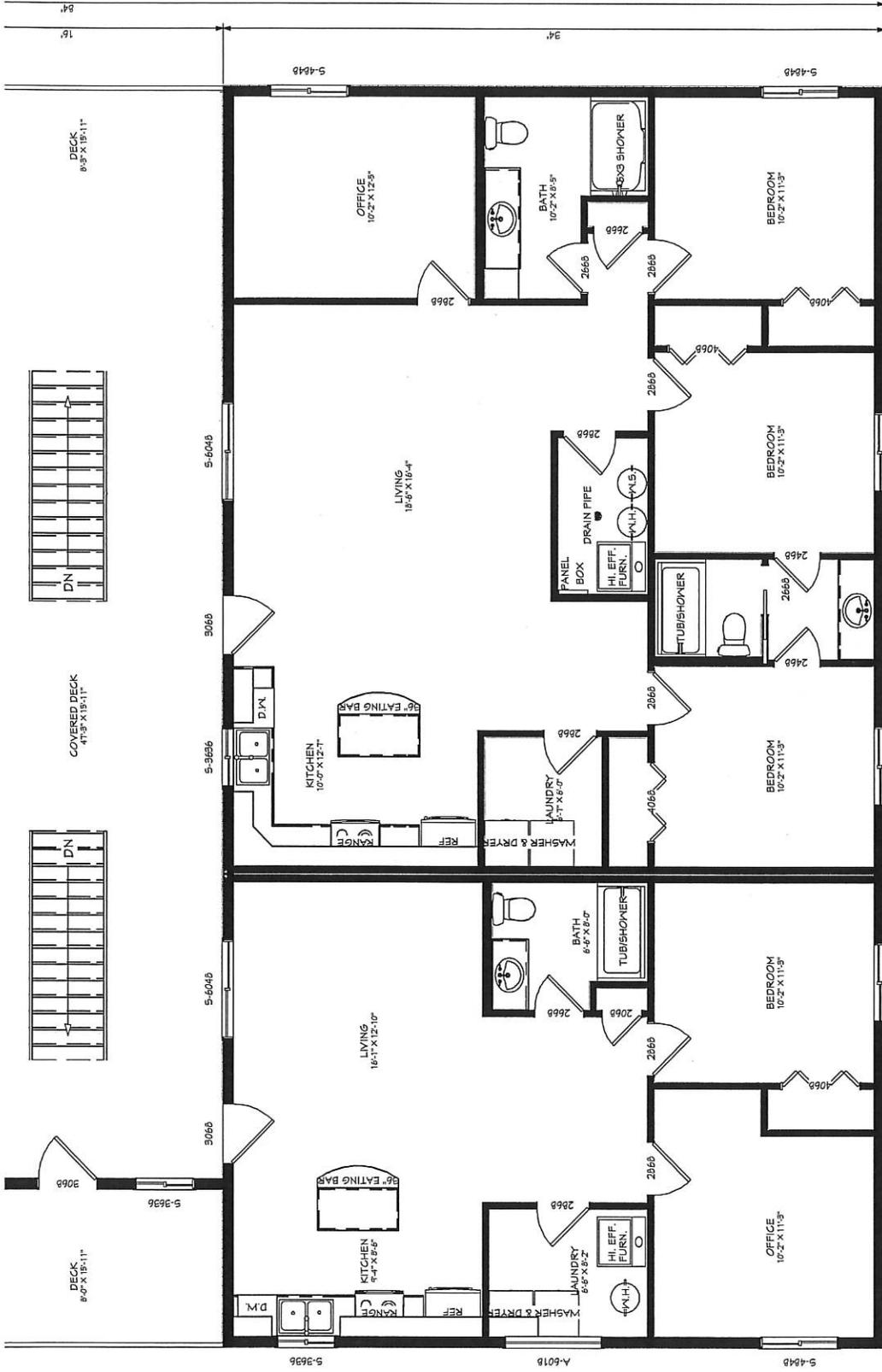
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LOCATION: WAYNE, NE





SECOND FLOOR
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DESIGNED FOR: SEBADE CONSTRUCTION
 LOCATION: WAYNE, NE



5-404b
UNIT 1
1 BED
816 SQ. FT.

5-404b
UNIT 2
3 BED
1360 SQ. FT.

5-404b
UNIT 3
3 BED
1360 SQ. FT.



SECOND FLOOR
SCALE: 1/8"=1'-0"