

AGENDA
COMMUNITY REDEVELOPMENT AUTHORITY
September 29, 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 as well as on the City of Wayne website at cityofwayne.org/8/Government.

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 September 1, 2020
3. Action to approve the Claims
4. Discussion and possible action on the request of MZRB Properties, LLC, to release the Deed of Trust on Lot 50, Amended Plat, Western Ridge II Addition, City of Wayne, Wayne County, Nebraska
5. Update and possible action on the property at 2nd and Logan/Nebraska Streets
6. Update and possible action to consider potential offer(s) 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
7. Discussion regarding other potential properties of interest
8. Adjourn

NEXT MEETING IS SCHEDULED FOR OCTOBER 27, 2020

September 1, 2020

The Wayne Community Redevelopment Authority (CRA) met in regular session at City Hall on Tuesday, September 1, 2020, at 4:00 o'clock p.m. Chair Jill Brodersen called the meeting to order with the following in attendance: Members Jon Meyer, Mark Lenihan, Corby Schweers, Cale Giese, and Terry Sievers; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on August 27, 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 Giese made a motion, which was seconded by Member Sievers, to approve the minutes of the July 28, 2020, meeting. Chair Brodersen stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

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

First Source Title & Escrow	
DPA Daniels	\$10,000.00
City of Wayne	
Attorney Fees	\$800.00
Ads & Notices	\$36.48
Wayne County Clerk	
Deed of Reconveyance	\$10.00

Chair Brodersen stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Chair Brodersen declared the time was at hand for the public hearing on the proposed FY2020-2021 CRA budget.

Beth Porter, Finance Director, presented the CRA budget. The fiscal year begins October 1, 2020. The total revenues proposed for the FY2020-2021 budget are \$369,049, with expenses of \$766,853. This includes all of the TIF projects. In addition, she noted that there is \$386,000 in the CRA checking account at this time.

The original money the CRA received from the City came from the Electric Fund – which was the unallocated portion of the 1.85% dedicated to economic development. Any overages from that 1.85% collected from the electric customers are now transferred to the Community Redevelopment Authority.

City Clerk McGuire had not received any communication for or against this public hearing.

There being no further comments, Chair Brodersen closed the public hearing.

Chair Brodersen stated the following CRA Resolution would adopt the 2020-2021 budget.

Member Schweers introduced CRA Resolution No. 2020-4 and moved for its approval; Member Giese seconded.

CRA RESOLUTION NO. 2020-4

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF WAYNE, NEBRASKA, ADOPTING THE 2020-2021 BUDGET.

Chair Brodersen stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

City Administrator Blecke updated the CRA on his discussions with the property owner at 2nd and Logan Streets. He is firm on the asking price of \$60,000. There is asbestos in the north

building (slate siding). The estimated cost of mitigation is \$32,000, plus a few additional costs. An additional cost would also be demolition (\$15-20,000).

After discussion, Administrator Blecke was directed to contact the property owner and offer the following:

- \$28,000 as is; or
- \$60,000 if the property is clean; or
- \$75,000 bare ground (properties cleared)

Discussion took place on setting a sale price for the property legally described as 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.

Administrator Blecke stated that the City has approximately \$24,300 into the property (razing fees, legal fees, etc.).

BJ Woehler was present and stated he would like to make an offer on this piece of property.

Member Lenihan made a motion, which was seconded by Member Meyer, to enter into executive session in order to protect the public interest for the purpose of discussing BJ Woehler's offer to purchase the property legally described as 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, and to allow Attorney Miller, City Administrator Blecke, City Clerk McGuire, and BJ Woehler to be in attendance. Chair Brodersen stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried, and executive session began at 4:23 p.m.

Chair Brodersen again stated that the matter to be discussed in executive session, which is to protect the public interest, is to discuss BJ Woehler's offer on the property legally described as 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.

Member Giese made a motion, which was seconded by Member Muir, to resume open session. Chair Brodersen stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried, and open session resumed at 4:31 p.m.

Member Meyer then made a motion, which was seconded by Member Giese, to enter into executive session in order to protect the public interest for the purpose of discussing the offer of BJ Woehler and setting a sale price on the property legally described as 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, and to allow Attorney Miller, City Administrator Blecke, and City Clerk McGuire to be in attendance. Chair Brodersen stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried, and executive session began at 4:31 p.m.

Chair Brodersen again stated that the matter to be discussed in executive session, which is to protect the public interest, is to discuss the offer of BJ Woehler and to set a sale price on the property legally described as 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.

Member Lenihan made a motion, which was seconded by Member Giese, to resume open session. Chair Brodersen stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried, and open session resumed at 4:40 p.m.

Member Meyer made a motion, which was seconded by Member Giese, to list the property legally described as 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, for sale for \$24,300, requiring written offers only, with site development proposals. Chair Brodersen stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

There were no other potential properties of interest to be discussed.

There being no further discussion, Chair Brodersen declared the meeting adjourned at 4:45 p.m.

**City of Wayne
CRA Claims List**

September 29, 2020

9/29/2020	#1435	City of Wayne Attorney Fees \$800.00 Ads & Notices \$141.43	\$	941.43
9/29/2020	#1436	Environmental Services, Inc 2nd & Nebraska	\$	641.00
9/29/2020	#1437	Wayne County Clerk Deed of Reconveyance	\$	20.00
		Total	\$	1,602.43

**Excerpt of CRA Minutes
September 25, 2018**

Mike McManigal, d/b/a MZRB Properties, LLC, presented his proposal to purchase Lots 2, 3, 4, 7, 50 and 56, Western Ridge II Subdivision, for \$5,000 per lot. He will build and resell six spec houses. He had done some research and found that three lots had sold for \$5,000 each.

Attorney Miller stated that the agreement with Progressive Properties was six lots at the asking price, with a first right of refusal on all so he just had to purchase one at a time. He had 30 days to exercise his first right of refusal if someone made an offer on one of those lots, and then he had a total of 30 months to complete the construction on those six lots. If that was accomplished, then the CRA reimbursed him 25% on the total amount paid for the lots.

Member Schweers left the meeting at 4:23 p.m.

Attorney Miller stated she could prepare a counter offer to be presented to Mr. McManigal.

Member Meyer made a motion, which was seconded by Member, Muir, directing Attorney Miller to prepare a counter-proposal to Mike McManigal's offer for all six lots, 30 months construction time frame, with a 25% discount once that last lot is built on and has occupancy. Chair Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Members Giese, Lenihan and Schweers, who were absent, the Chair declared the motion carried.

**Excerpt of CRA Minutes
October 23, 2018**

The CRA discussed the counter-offer made from MZRB Properties, LLC (Mike McManigal) on the purchase of Lots 2, 3, 4, (Savidge Court); Lot 7 (Neihardt Avenue); and Lots 50 and 56 (Brookdale Drive), Western Ridge II Subdivision. Mr. McManigal's counter-offer was as follows:

- Lots 2, 3, and 4 - \$10,000 each
- Lot 7 – \$5,000
- Lot 50 - \$5,000 and 56 - \$7,500
- Upon the purchase and completion of all said lots, MZRB would receive a 25% refund of \$11,875.

Joel Hansen, Street & Planning Director, stated the pedestrian trail goes along the east side of Lots 2, 3, and 4. He believes the State of Nebraska is going to need a temporary construction easement when

that trail is built, so he would ask that these sales be contingent upon the CRA granting the City a temporary construction easement before the CRA sells the same to Mr. McManigal.

After discussion, Member Giese made a motion, which was seconded by Member Schweers, to make a counter offer as follows to MZRB Properties, LLC: Lots 2, 3, 4 - \$11,000 each; Lot 56 - \$7,500; and Lots 7 and 50 - \$5,000 each, with a 25% discount on all of the lots, with the exception of the \$5,000 lots, for a total of \$40,375 after the 25% discount. Chair Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Members Meyer and Muir who were absent, the Chair declared the motion carried.

Mr. McManigal stated he would let Administrator Blecke know his decision on this counter-offer by the end of the week.

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WAYNE COUNTY, NE

2019 OCT 15 AM 8:59

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 August 21, 2019. The Trustor is MZRB Properties, LLC, a Nebraska Limited Liability Company. 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 50, Amended Plat, Western Ridge II Addition, 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

8. 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.

9. This security instrument and the note which it secures shall be governed by Nebraska law.

10. Lender shall 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 30 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.

11. 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 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.

12. 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.

13. Upon payment of all sums as 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.

14. 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.

15. Borrower requests that copies of all notices provided herein be sent to Borrower's address which is 231 Fairway Circle, Wayne, NE 68787.

IN WITNESS WHEREOF, the Borrower has signed this agreement.

By: 
Michael McManigal, o/b/o MZRB Properties, LLC,

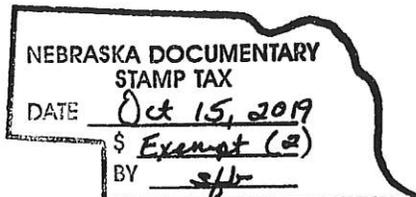
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For Official Use Only

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WAYNE COUNTY, NE

2019 OCT 15 AM 8:59

Debra Finn
CLERK / ROD / ELECTION



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

WARRANTY DEED

The Community Redevelopment Authority of the City of Wayne, Nebraska, formerly known as The Community Development Agency of the City of Wayne, which has been restructured as a Community Redevelopment Authority pursuant to Neb. Rev. Stat. §18-2102.01 as evidenced by Ordinance Nos. 2014-3 and 2014-5 recorded March 25, 2014, on Document Nos. 140375 and 140376, in the records of said County, GRANTOR, in consideration of One Dollar (\$1.00) and other valuable consideration received from GRANTEE, **MZRB Properties, LLC, a Nebraska Limited Liability Company,** conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Lot 50, Amended Plat, Western Ridge II Addition, City of Wayne, Wayne County, Nebraska.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, except for those easements, restrictions, and covenants of record, if any.
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed this 20th day of August 2019.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF WAYNE,
NEBRASKA, Grantor

By [Signature]

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WAYNE COUNTY, NE

2019 FEB -6 AM 10:56

Debra Finn
CLERK / ROD / ELECTION

(SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION)

Please Return to: Miller Law
P.O. Box 33
Wayne, NE 68787

Title of Document: AMENDED RIGHT OF FIRST REFUSAL

Grantor: Community Redevelopment Authority of the City of Wayne, Nebraska f/k/a The
Community Development Agency of the City of Wayne, Nebraska
Grantee: MZRB Properties, LLC, a Nebraska Limited Liability Company

Please index against the following legal descriptions:

*Lot 2, Savidge Court Administrative Replat of Lots 34-39, Western Ridge II Addition, City of
Wayne, Wayne County, Nebraska*

*Lot 3, Savidge Court Administrative Replat of Lots 34-39, Western Ridge II Addition, City of
Wayne, Wayne County, Nebraska*

*Lot 4, Savidge Court Administrative Replat of Lots 34-39, Western Ridge II Addition, City of
Wayne, Wayne County, Nebraska*

Lot 50, Amended Plat, Western Ridge II Addition, City of Wayne, Wayne County, Nebraska

Lot 56, Amended Plat, Western Ridge II Addition, City of Wayne, Wayne County, Nebraska

Community Redevelopment Authority of the City of Wayne, Nebraska

RESIDENTIAL CONSTRUCTION FIRST RIGHT OF REFUSAL AGREEMENT

This Agreement is made and entered into by and between the Community Redevelopment Authority of the City of Wayne, Nebraska, a Municipal Corporation, hereinafter referred to as "CRA," and MZRB Properties, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "Buyer."

WITNESSETH:

In consideration of the mutual promises and consideration contained herein and upon the terms and conditions set forth, the parties understand and agree to the conditions, requirements, and procedures set forth in this Agreement as follows:

A. Definitions. Whenever used herein, the singular number shall include the plural, the plural the singular, and the term "CRA" shall include any payee thereof whether by operation of law or otherwise.

B. Terms. And Conditions. Buyer is given the first right of refusal for the sale or transfer of ownership of the following lots of Western Ridge II Subdivision, for the following prices:

- Lot 2, Savidge Court Administrative Replat of Lots 34-39, Western Ridge 11 Addition, for \$11,000;
- Lot 3, Savidge Court Administrative Replat of Lots 34-39, Western Ridge II Addition, for \$11,000;
- Lot 4, Savidge Court Administrative Replat of Lots 34-39, Western Ridge II Addition, for \$11,000;
- Lot 50, Amended Plat, Western Ridge II Addition, for \$5,000;
- Lot 56, Amended Plat, Western Ridge II Addition, for \$7,500;

Buyer must exercise its right of first refusal within 30 days of notice from the CRA. Buyer may purchase each lot individually or collectively. However, in order to receive a discount on the lots, Buyer must purchase and construct homes on **all** of the above-numbered lots, and on Lot 7, Neihardt Administrative Replat of Lots 27-33 of the Amended Plat of Western Ridge II Addition, City of Wayne, Wayne County, Nebraska, and receive a certificate of occupancy on the same, pursuant to the terms and conditions of the Residential Construction Agreement executed by the parties, and secured by the Deed of Trust, executed by Buyer.

So long as Buyer complies with all terms and conditions of this Agreement, as well as all terms and conditions of the Residential Construction Agreement, Buyer shall receive a 25% discount on the aforementioned prices for Lots 2, 3, 4, and 56.

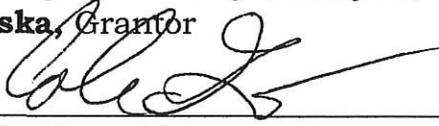
If Buyer complies and meets these terms, the CRA shall refund Buyer, \$10,125, an amount equal to a 25% discount on the above-listed prices for Lots 2, 3, 4, and 56. This payment shall be due and payable within 30 days of completion on all lots listed above.

C. **Copy Filed.** A copy of this agreement shall be filed with the title of Lots 2, 3, 4, 50, and 56 in Western Ridge II Subdivision.

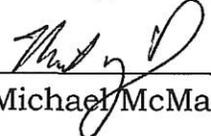
D. **Binding Agreement.** This Agreement shall be binding upon the parties, their executors, administrators, personal representatives, successors, heirs, and assigns.

Dated this 29 day of January, 2019.

The Community Redevelopment Authority of the City of Wayne, Nebraska, Grantor

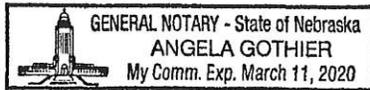
By 
Cale Giese, Mayor

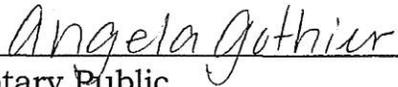
MZRB Properties, LLC, Buyer

By 
Michael McManigal, Member

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

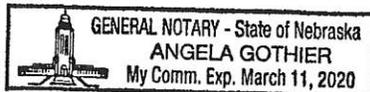
The foregoing instrument was acknowledged before me on this 29 day of January, 2019, by Cale Giese, Mayor of the City of Wayne, Nebraska a Municipal Corporation, on behalf of The Community Redevelopment Authority of the City of Wayne, Nebraska, Grantor.

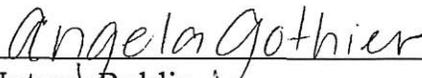



Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 17th day of January, 2019, by Michael McManigal, Member of the MZRB Properties, LLC, a Nebraska Limited Liability Company, on behalf of said limited liability company.




Notary Public