

AGENDA
COMMUNITY REDEVELOPMENT AUTHORITY
CITY COUNCIL CHAMBERS
306 PEARL STREET
February 27, 2024

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 southwest wall of the City Council Chambers as well as on the City of Wayne website.

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 January 30, 2024
3. Action to approve the Claims
4. Action on the request of Heidi Piersanti for a five-year extension on the down payment assistance loan that is due in April, 2024 – Lot 1 of Bressler Court Administrative Replat of Lots 41-46 of the Amended Plat of Western Ridge II Addition
5. Update and discussion on CRA properties:
 - 2nd and Logan/Nebraska Streets
 - 721 and 717 Main Street
 - 106 E 7th Street
 - 13th and Main Street – Old Armory Site
 - Lot 56, Amended Plat Western Ridge II Addition
 - Lot 3, Bressler Court Admin Replat
6. Update on 401 Chicago Street (alumni house)
7. Update on the CRA's request to have the Planning Commission review Sec. 152.082 (H) Minimum Yard Requirements in the B-3 Neighborhood Commercial District
8. Discussion on properties of interest
9. Adjourn

NEXT MEETING IS SCHEDULED FOR MARCH 26, 2024

January 30, 2024

The Wayne Community Redevelopment Authority (CRA) met in regular session at City Hall on Tuesday, January 30, 2024, at 4:00 p.m. Chair Jill Brodersen called the meeting to order with the following in attendance: Members Mark Lenihan, Greg Ptacek, Jon Meyer, and Terry Sievers; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Members Cale Giese and Mike Powicki.

Notice of the convening meeting was given in advance thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Chair and all members of the Community Redevelopment Authority, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Chair and Members of this meeting. All proceedings hereafter shown were taken while the Community Redevelopment 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 Sievers made a motion, which was seconded by Member Meyer, to approve the minutes of the December 19, 2023, meeting. Chair Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Members Giese and Powicki who were absent, the Chair declared the motion carried.

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

Sullyworks LLC	\$9,104.31
Biggerstaff 208 S Lincoln Garage	

City of Wayne	
Ads/Notices	\$82.85
Utilities – 208 S Lincoln	\$284.27
Kay Contracting – Grade lot Grainland/Sherman	\$21,312.00

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

Member Giese arrived at 4:02 p.m.

Administrator Blecke updated the CRA on the following properties owned by them:

- 2nd and Logan/Nebraska Streets - City Administrator Blecke has had two inquiries)
- 717 and 721 Main Street – No new information
- 106 E 7th Street – No new information
- 13th and Main Street (old armory site) – No new information
- Lot 56, Amended Plat Western Ridge II Addition – No new information
- Lot 3 Bressler Court Admin Replat

City Attorney Miller updated the CRA on this property. Kelby Herman (Progressive Properties) has made an offer of \$15,000 for this property. Attorney Miller has prepared a Purchase Agreement for Mr. Herman to sign. Once that is done, she will send BJ and Kari Woehler a letter advising them they now have 30 days in which to purchase the property. Mr. Herman has advised that he would get a house built within one year of purchasing the property.

After discussion, Member Meyer made a motion, which was seconded by Member Giese, to accept/approve the Purchase Agreement with Progressive Properties, pending payment of the earnest money and also his signing of the purchase agreement for Lot 3, Bressler Court Administrative Replat. Chair Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Member Powicki who was absent, the Chair declared the motion carried.

Administrator Blecke updated the CRA on 401 S Sherman Street (alumni house). The engineer has all of the data sets done. They are going to crunch their numbers and submit the information to FEMA. The results should be back within 90 days.

After some discussion, Administrator Blecke was directed to get quotes for digging a basement at 401 S Sherman Street.

Joel Hansen, Street and Planning Director, advised the CRA that the Planning Commission will meet next week to review Sec. 152.082 (H) Minimum Yard Requirements in the B-3 Neighborhood Commercial District. His recommendation will be to eliminate the 80 feet from the centerline setback and change it to 15 feet from the lot line. By maintaining a setback of 15 feet will prevent a corner lot on the highway from using a half-frontage facing the highway as allowed on other corner lots in town. This will make 717 and 721 Main street easier to develop.

Luke Virgil, Economic Development Director, advised the CRA of the possibility of some highly developable property on Highway 35 that may be coming up for sale.

There being no further business to come before the CRA, Chair Brodersen declared the meeting adjourned at 4:27 p.m.

**City of Wayne
CRA Claims List**

February 9, 2024

2/9/2024	# 1552	City of Wayne Line of credit repayment	\$ 175,000.00
----------	--------	---	---------------

February 27, 2024

2/27/2024	# 1553	City of Wayne Ads/notices \$16.67 Utility 208 S Lincoln \$871.57 Kay Contracting grade lot Grainland/Sherman \$9.00 ACES- set pins alumni house/trail \$457.48	\$ 1,354.72
2/27/2024	# 1554	Kelby Herman Refund earnest deposit lot 3 Western Ridge	\$ 500.00

Total			\$ 176,854.72
--------------	--	--	----------------------

CRA
BANK SUMMARY
CHECKING ACCOUNT
February 27, 2024

BALANCE 1/30/24 4,379.28

DEPOSITS:

Interest	15.27
Jimmy Johns rent Feb 2024	2,007.89
Herman- lot 3 earnest money	500.00
Dec 2023 taxes	4,251.31
Biggerstaff/Muhs 208 S Lincoln	175,697.60

SUBTOTAL: 186,851.35

CLAIMS:

Claims Paid	176,854.72
-------------	------------

BOOK BALANCE as of 2/27/24 9,996.63

Heidi Piersanti

1002 Bressler Ct.
Wayne, NE 68787
(402) 370-8887
heidipie@gmail.com

Feb. 19, 2024

Wayne Community Redevelopment Authority
Wayne, NE 68787

Dear CRA Board ,

I received the letter informing me of my coming due date of the loan on my house for April 2024. In Sept. of 2022, Josh and I divorced. Now, I have rights to the house and I'm trying to recover from that and honestly, I don't have the means to repay the loan right now. If you could please, possibly, defer the loan out 5 more years I would be really appreciative. That would give me the time to save up the money and be able to repay it. Another option I want to offer that may be of use to the City/Community might be me offering my interior design work in hours as payment. @ \$100 per hour x 100 hours. I can research products, do space planning, draw up plans, redesign spaces that need remodeled, or maybe other options that might be of use.

My sincerest apologies and thanks,

A handwritten signature in blue ink that reads "Heidi Piersanti". The signature is fluid and cursive, with the first name "Heidi" being more prominent and the last name "Piersanti" following in a similar style.

Heidi Piersanti

For Official Use Only

FILED
WAYNE COUNTY, NE

2014 APR 23 PM 3:51

Debra Finn
CLERK / ROD / ELECTION

DEED OF TRUST

THIS DEED OF TRUST is made on the 22 day of April, 2014. The Trustor is Joshua Piersanti and Heidi Piersanti, Husband and Wife, and Progressive Property Inspections, LLC, a Nebraska Limited Liability Company a/k/a Borrower. The Trustee is Amy K. Miller, Attorney at Law, 218 Main Street, P.O. Box 427, Wayne NE 68787. The beneficiary is the Community Redevelopment Authority of the City of Wayne, Nebraska a Municipal Corporation, 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 1 of Bressler Court Administrative Replat of Lots 41-46 of the Amended Plat of 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 \$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, 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.

16.000 dho
Management Review - On-Going Management
Res. Agents & Members

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 420 W. 5th St., Wavne, 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 \$160,000.00 to Security Bank, Laurel, Nebraska, or its respective successors and/or assigns and executed of even date.

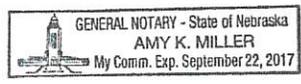
IN WITNESS WHEREOF, the Borrower(s) have signed this agreement

Joshua Piersanti Joshua Piersanti, Borrower
Heidi Piersanti Heidi Piersanti, Borrower

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on the 22nd day of April, 2014, by Joshua Piersanti and Heidi Piersanti, Husband and Wife.

Amy K. Miller
Notary Public
My Commission Expires: Sept. 22, 2017

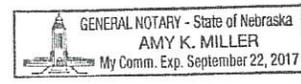


Progressive Property Inspections, LLC, a Nebraska Limited Liability Company
By Kelby R. Herman
Kelby R. Herman

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 22nd day of April, 2014, by Kelby R. Herman, Member of Progressive Property Inspections, LLC, a Nebraska Limited Liability Company, on behalf of said company.

Amy K. Miller
Notary Public



Community Redevelopment Authority of the City of Wayne, Wayne, Nebraska
New Construction & Down Payment Assistance Program
LOAN AGREEMENT

This Loan 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 **Joshua Piersanti and Heidi Piersanti**, Husband and Wife, hereinafter referred to as "**Borrower**."

WITNESSETH:

In consideration of the mutual promises and covenants contained herein and in further consideration of City's agreement and obligation to lend Borrower the sums specified herein upon the terms and conditions set forth, the parties agree 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. Amount of Loan. Borrower has requested and the CRA has agreed to lend to Borrower certain funds as hereinafter specified provided Borrower performs the various terms and conditions specified in this agreement. Upon Borrower's compliance by occupying the residence and continued compliance with all of the terms and conditions related to this loan, the CRA will advance to Borrower such funds as Borrower requests up to the principal amount of \$10,000.00

C. Use of Proceeds and Repayment Schedule. The funds loaned shall be used by Borrower solely for the purpose of Borrower's construction and occupancy of a dwelling legally described as Lot 1 of Bressler Court Administrative Replat of Lots 41-46 of the Amended Plat of Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska, and said dwelling shall not be used for rental purposes in any fashion. If Borrower sells or otherwise transfers the property in any way, the entire amount of the loan shall be immediately due and payable in full. If the Borrower ceases to use the premises exclusively for Borrower's personal residence, uses the property for rental purposes in any fashion, or fails to comply with any other terms and conditions contained herein or the Deed of Trust or Promissory Note, then the entire amount of the loan shall be due and payable.

At such time as Borrowers primary lender note with Security Bank or assignee and dated of even date is paid in full, or ten (10) years following the date of closing on this Note and Loan Agreement, whichever shall first occur, Borrower agrees this loan shall be due and payable in full within 30 days of said date. During the term of this loan agreement the Borrowers shall pay zero percent interest on the loan. In the event Borrower fails to repay the amount of the loan in full when due and payable or in the event Borrower is in default of this agreement or the Community Redevelopment Authority (CRA) Guidelines for New Construction & Down Payment Assistance Program, hereinafter referred to as "Guidelines," then interest shall commence after notice at the highest rate permitted by law until such time as said loan is paid in full. Determination of non-compliance with any of the conditions contained herein and the date of such non-compliance shall be determined by the CRA.

D. Compliance Conditions. The Borrower understands and agrees to the conditions, requirements, and procedures set forth in the Guidelines that are attached hereto and incorporated herein. On items where this loan agreement is silent, the Guidelines shall prevail. Borrower hereby agrees to abide by and comply with the use of proceeds requirements and the Guidelines.

E. Other conditions. As further consideration for this loan and as a condition of it being made, the Borrower agrees to execute a Promissory Note and Deed of Trust as security for the repayment of this loan.

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

Dated this 22nd day of April, 2014.

**COMMUNITY REDEVELOPMENT
AUTHORITY of the CITY OF WAYNE,
Wayne, Nebraska**

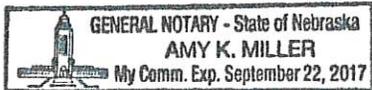
By [Signature]
Ken Chamberlain, Chairman

[Signature]
Joshua Piersanti, Borrower

[Signature]
Heidi Piersanti, Borrower

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

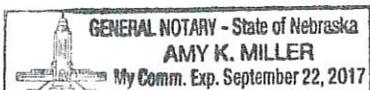
The foregoing instrument was acknowledged before me on this 22nd day of April, 2014, by **Ken Chamberlain, Chairman of the Community Redevelopment Authority** of the City of Wayne, Nebraska, a Municipal Corporation, on behalf of said corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The forgoing instrument was acknowledged before me on this 22nd day of April, 2014, by **Joshua Piersanti and Heidi Piersanti, Husband and Wife, Borrower.**



[Signature]
Notary Public

PROMISSORY NOTE

\$10,000.00

Wayne, Nebraska
April 22nd, 2014

For value received, Joshua Piersanti and Heidi Piersanti, Husband and Wife, (Maker), promises to pay to the order of the Community Redevelopment Authority of the City of Wayne, Nebraska (CRA), a Municipal Corporation, PO Box 8, Wayne, NE 68787, (holder) the principal sum of Ten thousand dollars (\$10,000.00), payable as follows:

The entire balance of principal is due and payable within 30 days of the following:

- Payment of Makers primary lender note with Security Bank, Wayne, Nebraska executed of even date;
- Makers failure to reside in and use the dwelling exclusively for Maker's personal residence;
- Maker uses the property for rental purposes in any fashion;
- Maker sells or otherwise transfers the property in any way or fashion;
- Maker fails to comply with any of the terms and conditions of the CRA New Construction & Down Payment Assistance Program Loan Agreement and/or Guidelines executed of even date;
- Ten years after the date of closing.

During the term of this note interest shall incur at the rate of zero percent per annum. Interest shall accrue beginning 30 days after notice of any of the above mentioned events at the highest rate permitted by law. All payments of principal and interest shall be paid to the CRA at PO Box 8, Wayne, NE 68787, or such other address as the holder hereof may designate in writing to Maker.

The Maker of this note may, at any time, make prepayments on this note in whole or in part, of the principal or accrued interest, without penalties.

If payment is not made when due, or Maker fails to perform any of the conditions of the Deed of Trust securing this note, or the CRA New Construction & Down Payment Assistance Program Loan Agreement and/or Guidelines, then this note shall be in default, and if such default is not cured within thirty days after receipt by Maker of written notice thereof from holder, the whole of the principal sum then remaining unpaid thereon, shall, at the option of the holder hereof, be immediately due and payable, without further notice or demand. Further, after notice, any delinquent unpaid balance shall accrue interest at the highest rate permitted by law.

Except as otherwise provided herein, the Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, and performance or default of this instrument.

The payment of this note and all interest thereon is secured by and subject to all of the terms and conditions of a certain Deed of Trust executed of even date and covering the following

described real property:

Lot 1 of Bressler Court Administrative Replat of Lots 41-46 of the Amended Plat of Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska.

The payment of this note and all interest thereon is secured by and subject to all the terms and conditions of the CRA New Construction & Down Payment Assistance Program Loan Agreement and/or Guidelines executed of even date.

This note shall be governed by and construed in accordance with the laws of the State of Nebraska.

Joshua Piersanti

Joshua Piersanti, Maker

Heidi Piersanti

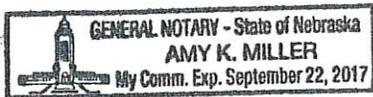
Heidi Piersanti, Maker

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 22nd day of April, 2014, by Joshua Piersanti and Heidi Piersanti, Husband and Wife.

Amy K. Miller

Notary Public



(My commission expires Sept. 22, 2017)