

**MAPA Foundation
2222 Cuming Street
Omaha, NE 68102-4328
(402) 444-6866**

MAPA FOUNDATION
1:30 pm, Thursday, August 30, 2018

AGENDA

This meeting of the MAPA Foundation will be conducted in compliance with the Nebraska Statutes of the Open Meeting Act. For reference, the Open Meeting Act is posted on the wall of the Board Room.

- A. Roll call
- B. Approval of the agenda
- C. [Approval of the minutes of the July 26, 2018 meeting](#)
- D. [Resolution 2019-02 Amending the MAPA Foundation Bylaws regarding Nebraska NDO status](#)
- E. [Resolution 2019-03 amending the MAPA NDO RLF Administrative Plan](#)
- F. Valley and Waterloo Housing Rehabilitation (17-TFHO-27016)
 - 1. [Resolution 2019-04 amending the Housing Rehabilitation Guidelines](#)
 - 2. [Resolution 2019-05 selecting CDS Inspections to perform lead based paint and rehabilitation inspection services](#)
- G. Blair Rural Workforce Housing Fund (Blair RWHF)
 - 1. [Resolution 2019-06 approving NIFA Match Program Agreement](#)
 - 2. [Resolution 2019-07 designating depositories for the Blair RWHF](#)
 - 3. [Resolution 2019-08 amending the Fund Investment Plan for the Blair RWHF](#)
 - 4. [Resolution 2019-09 approving MOU with the City of Blair](#)
- H. Adjournment

**OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
MAPA FOUNDATION BOARD OF DIRECTORS REGULAR MEETING**

July 26, 2018

The MAPA Foundation Board of Directors met at the MAPA Offices, 2222 Cuming Street, Omaha. MAPA Foundation Board Chair Sanders called the meeting to order at 1:32 PM.

A. ROLLCALL/INTRODUCTIONS

Members/Officers Present

Patrick Bloomingdale	Chief Administrative Officer, Douglas County
Clare Duda	Douglas County Commissioner
Doug Kindig	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Gary Mixan	Sarpy County Commissioner
Vinny Palermo	Omaha City Council
Rita Sanders – Chair	Mayor, City of Bellevue
Jean Stothert	Mayor, City of Omaha

Members/Officers Absent

Tom Hanafan – Vice Chair	Pottawattamie County Board of Supervisors
Matt Walsh	Mayor, City of Council Bluffs
Carol Vinton	IA Small Cities/Counties Representative (Mills County Board of Supervisors)

MAPA Staff

Court Barber	Christina Brownell	Don Gross	Travis Halm	Mike Helgerson
Karna Loewenstein	Andrew Schnitker	Emily Sneller	Greg Youell	

Guest

Kevin Andersen	City of Omaha
Susan Fallon	Federal Highway Administration – Nebraska
Mark Fischer	Nebraska Department of Transportation (NDOT)
Darla Hugaboom	Federal Highway Administration – Iowa
Justin Luther	Federal Highway Administration – Nebraska
Stephen Osberg	Greater Omaha Chamber
Daniel Nguyen	Federal Transit Administration
Denny Wilson	Sarpy County

B. APPROVAL OF THE AGENDA – (Action)

MOTION by Kindig, SECOND by Stothert to approve the agenda of July 26, 2018 meeting.

AYES: Duda, Kindig, Mixan, Palermo, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

C. APPROVAL OF THE MINUTES OF THE JUNE 28, 2018 MEETING – (Action)

MOTION by Duda, SECOND by Mixan to approve the minutes of the June 28, 2018 meeting.

AYES: Duda, Kindig, Mixan, Palermo, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

D. NDED RURAL WORKFORCE HOUSING CONTRACT NO. 17-RWHF-012 – (Action)

Mr. Don Gross presented to the Board for approval of the NDED Rural Workforce Housing Contract No. 17-RWHF-012 in the amount of \$351,450. These funds must be used for workforce housing in the city of Blair. Funding recipient must engage in a qualified activity within 24 months and will then have 24 months to allocate all funds.

MOTION by Duda, SECOND by Mixan to approve the NDED Rural Workforce Housing Contract No. 17-RWHF-012.

AYES: Duda, Kindig, Mixan, Palermo, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

G. ADJOURNMENT –

Duda motioned to adjourn. Chair Sanders adjourned the meeting at 1:36 p.m.

AMENDED BYLAWS OF MAPA FOUNDATION

ARTICLE I – NAME AND ORGANIZATION

Section 1.01 Name. The name of the Corporation shall be the MAPA Foundation (herein referred to as “Corporation”).

Section 1.02 Organization. The Corporation is a legal non-profit subsidiary of the Omaha-Council Bluffs Metropolitan Area Planning Agency (herein referred to as “MAPA”). Both entities are separate yet intertwined in governance.

ARTICLE II – DEFINITIONS

Board of Directors (Board): MAPA Foundation governing body.

Corporation: MAPA Foundation.

MAPA: Omaha-Council Bluffs Metropolitan Area Planning Agency.

MAPA Council of Officials: 64-member policy board representing each of the 64 governmental units that comprise MAPA.

NDO: Non-Profit Development Organization.

Region: Cass, Douglas, Sarpy, and Washington counties in Nebraska and Mills and Pottawattamie counties in Iowa.

Small Communities Representative: A member of the MAPA Council of Officials who is an elected official from either Nebraska or Iowa that has been selected to represent both the Member Counties with 50,000 or less in population, as per the last decennial census, and any member cities, villages or towns in their respective state, other than Omaha and Bellevue, Nebraska and Council Bluffs, Iowa.

ARTICLE III – PURPOSE AND GEOGRAPHIC AREA

Section 3.01 Purpose. The MAPA Foundation (herein referred to as “Corporation”) is organized exclusively for charitable and educational purposes within the meaning of §501(c) (3) of the Internal Revenue Code or the corresponding section of any future federal tax code. Subject to the limitations imposed by §501(c) (3), one of the purposes of the Corporation is to engage in planning and community development activities further outlined below which are intended to lead to an improvement of the physical, economic or social environment of its geographic area of operation by addressing one or more of the critical problems of the area with emphasis on the needs of persons with low and moderate income. Nothing in this paragraph shall allow this Corporation to carry on any activities not permitted to be carried on by an organization exempt from federal and state income tax under § 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law. **Furthermore, the Corporation will meet the requirements of the Housing and Community Development Act Section (a) (15), as amended.** To further the Corporation’s purpose, the following activities may be carried out:

- A. The Corporation is a supporting organization of the Omaha-Council Bluffs Metropolitan Area Planning Agency (herein referred to as “MAPA”).

- B. To initiate, promote and assist in the development of housing, economic development, community improvement, transportation, transportation safety and air quality programs and activities.
- C. To help local jurisdictions, leaders and residents participate in planning and carrying out community improvement activities, which may include but not limited to the creation of home ownership opportunities, the promotion of rehabilitation programs, new housing development, and housing management.
- D. To improve the circumstances of low and moderate income residents by reducing the level of unemployment and underemployment through the creation of job opportunities.
- E. To assist local jurisdictions and residents of all ages to identify and respond to community issues, such as infrastructure, transportation, quality of life and public safety.
- F. To provide facilities, personnel and funds for studies, surveys and demonstration activities leading to effective programs to be carried out by private institutions and agencies directed toward the achievement of the goals of the Corporation.
- G. To work cooperatively with existing public and private agencies toward the effective utilization of human resources.
- H. Grants or loans of funds or property, with or without interest, which will further the objective of the Corporation and accomplish its purposes.
- I. To acquire by purchase, gift, devise, bequest, lease or otherwise, to own, hold, use, maintain, improve, and operate, and to sell, lease and otherwise dispose of, real and personal property to the extent authorized by law.
- J. To make application for and administer loans, grants, or other financial assistance which assists the Corporation carry out its purpose.

Section 3.02 Geographic Service Area. The area served by the Corporation will include Cass, Douglas, Sarpy, and Washington counties in Nebraska and Mills and Pottawattamie counties in Iowa (herein referred to as “Region”). For the purposes of managing activities related to the Corporation’s status as a Nebraska Non-Profit Development Organization (herein referred to as “NDO”), the service area is limited to Cass, Douglas, Sarpy, and Washington Counties.

ARTICLE IV – POWERS

Section 4.01 General Powers. The Corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the Corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the Corporation may include, but not limited to, the acceptance of contributions from public and private sectors, whether financial or in-kind contributions.

Section 4.02 Non-Profit Status and Exempt Activities Limitation.

- A. **Non-Profit Legal Status.** The Corporation is a Nebraska non-profit organization for charitable and educational purposes recognized as tax exempt under Section 501 (c) (3) of the United States Internal Revenue Code.
- B. **Exempt Activities Limitation.** Notwithstanding any other provisions of these Bylaws, no director, officer, employee, member, or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 501(c) (3) of the Internal Revenue Code as it now exists or may be amended, or by organization contributions to which are deductible under Section 170 (c) (2) of such Code of Regulations as it now exists or may be amended. No part of the net earnings of the Corporation shall benefit or be distributed to any director, officer, member, or other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.
- C. **Distribution Upon Dissolution.** Upon termination or dissolution of the Corporation, any assets lawfully available for distribution shall be distributed to one or more qualifying organizations described in Section 501 (c) (3) of the 1986 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving Corporation.

ARTICLE V – MEMBERSHIP

Section 5.01 No Membership Classes. The Corporation shall have no members who have any right to vote or title or interest in or to the Corporation.

ARTICLE VI – BOARD OF DIRECTORS

Section 6.01 Powers. All Corporation powers and authority shall be exercised by or under the authority of the Board of Directors (herein referred to as “Board”) and the affairs of the Corporation shall be managed under the direction of the Board, except as otherwise provided by law.

Section 6.02 Board of Directors. The MAPA Foundation Board shall be the MAPA Board of Directors.

Section 6.03 Composition of the Board of Directors. The Board shall be composed of:

- The Chairman of the member County Boards of Commissioners or Supervisors of those counties exceeding 50,000 population as per the last decennial census
- The Mayors of the Cities of Omaha, Council Bluffs, and Bellevue
- The President of the City Council of Omaha
- The Small Communities Representatives (2) from the MAPA Council of Officials
- A minimum of one Board member shall represent or serve Low- and Moderate-Income (LMI) individuals, as defined by U.S. Housing and Urban Development (HUD)

Section 6.04 State Public Sector Representation. The Board shall not be composed of more than one-third State Public Sector Representation. State Public Sector Representatives shall include State legislators and State office holders, members of any regulatory and/or advisory board or commission that are appointed by elected State officials, all employees of State government, and any individual appointed by a public official of the State.

Section 6.05 Qualification for Officers and Legal Counsel of Board of Directors. The officers and Legal Counsel of the Board shall consist of a Chairman, Vice-Chairman, Secretary, Treasurer and Legal Counsel. The Chairman and Vice-Chairman shall be elected officials officially representing their respective member jurisdictions on the Board. The Chairman and Vice-Chairman shall not be representative from the same state. The Secretary and the Treasurer shall be an elected or appointed official officially representing their respective member jurisdictions on the Board. The Legal Counsel shall be an attorney-at-law licensed to practice law in either the State of Iowa and/or the State of Nebraska, and may be a paid employee of one of the member jurisdictions of MAPA.

Section 6.06 Election and Appointment of Officers and Legal Counsel. The Chairman and the Vice Chairman of the Board shall be elected by an affirmative vote of a majority of the members present from the membership of the Board at the regular April meeting of the Board, and newly elected Chairman and Vice Chairman shall assume office July following the election.

The Secretary and the Treasurer of the Board shall be appointed by the newly elected Chairman of the Board and ratified by an affirmative vote of the majority of the members present at the June meeting of the Board. The Chairman may appoint the same person to a joint office of Secretary-Treasurer. The Board may set compensation for the Secretary and the Treasurer for performance of their duties.

The Legal Counsel of the Corporation shall be appointed by the newly elected Chairman of the Board and ratified by an affirmative vote of a majority of the members present at the regular June meeting of the Board. The Board may set compensation for performance of duties of Legal Counsel unless said appointed Legal Counsel is Counsel for one of the member jurisdictions of MAPA in which event the Legal Counsel shall receive no compensation.

Section 6.07 Terms for Officers and Legal Counsel. The Chairman, Vice Chairman, Secretary and Treasurer of the Board and the Legal Counsel of the Corporation shall be duly elected or appointed for a term of one year. All officers and Legal Counsel are eligible to succeed themselves through duly appointive or elective action.

Section 6.08 Vacancies in Office of Board of Directors. A vacancy in the offices of Chairman or Vice Chairman shall be filled by an affirmative vote of a majority of the members present at the meeting of the Board after the vacancy occurs. A vacancy in the offices of Secretary, Treasurer or Legal Counsel shall be filled as soon as possible in a manner prescribed in Section 6.06. Any vacancy so filled shall be for the remainder of the unexpired term.

Section 6.09 Removal of Officers or Legal Counsel. The Chairman, Vice Chairman, Secretary, Treasurer or Legal Counsel may be removed from office for good and sufficient cause as stated in the minutes of the Board by an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of all the members of the Board.

Section 6.10 Duties of Officers and Legal Counsel. The Chairman of the Board shall:

- Preside at all meetings of the Board
- Shall appoint advisory committee members as necessary
- Shall execute Board resolutions, planning assistance grant applications, contracts and other official documents of the Board
- Shall provide for official notice of the official meetings of the Board

In the absence of the Chairman, the Vice Chairman of the Board shall perform the duties of the Chairman.

The Secretary of the Board shall:

- Perform the duties of the Chairman and Vice Chairman in the absence of both Officers
- Record, certify and publish minutes of all regular and special meetings of the Board, and
- Certify true copies of all official documents of the Corporation

The Treasurer of the Board shall:

- Perform the duties of the Chairman, Vice Chairman and Secretary in the absence of those Officers
- Receive, deposit with the official Corporation depository, and co-sign warrants for disbursement of the Corporation funds as authorized by the Board
- Keep complete records of all financial transactions of the Corporation
- Prepare regular financial reports for the Board, and
- Prepare other reports upon request of the Board

The Legal Counsel of the MAPA shall:

- Render opinions on legality of proposed actions by the Board
- Review contracts for services being considered by the Corporation and advise the Board as to legal form
- Render opinions on legal status of the Corporation, and

Otherwise provide advice and legal services to the Corporation **Section 6.10 Meeting of the Board of Directors.** The Board shall schedule at least two official meetings of the Board per year.

Section 6.11 Special Meetings of the Board of Directors. Special meeting of the Board may be called by the Chairman or at the written request of any five (5) members of the Board. Items of business to be considered at special meetings of the Board shall be limited to items listed in the meeting agenda.

Section 6.12 The Time, Date and Place of Meeting of the Board of Directors. The time, date and place of all meetings of the Board shall be determined by the Chairman of the Board.

Section 6.13 Notice of Meetings of the Board of Directors. Written notice stating the time, date and place of all monthly meetings of the Board and an agenda enumerating items of business to be considered at such meetings shall be served upon or mailed via first class or electronic mail to each member of the Board at least six (6) days in advance of regular meetings and at least twenty-four (24) hours in advance of special meetings.

Section 6.14 Quorum for Meetings of the Board of Directors. The presence of fifty percent (50%) of the total membership of the Board at an officially called meeting shall constitute a quorum.

Section 6.15 Voting. Each member in good standing of the Board shall have one vote on matters of business before the Board with the exception of the following:

The member representing Douglas County will be entitled to two votes; and either member representing the City of Omaha may cast all of the votes to which the City of Omaha is entitled if the other member is not present.

Actions concerning matters of business shall be decided by an affirmative vote of a majority of members present at duly constituted official meetings.

Section 6.16 Presiding Officer Conduct of Business. The presiding officer shall have authority to limit discussion or presentation by members and non-members of the Board or to take other appropriate actions necessary to conduct all business in an orderly manner. Roberts Rules of Order Newly Revised shall govern the conduct of meetings where not otherwise specifically provided by these Bylaws.

Section 6.17 Responsibilities of the Board of Directors. Responsibilities of the Board are to:

- Orient work programs to goals and objectives identified in these Bylaws
- Establish and adopt policies governing activities of the Board
- Establish, adopt and amend operating by-laws for the Board
- Contract with consulting firms and professional organizations for technical and professional services
- Contract for use and maintenance of equipment
- Lease office space, equipment and other property
- Acquire and hold title to equipment and other property
- Designate official Corporation Depository and Depository for all Corporation funds
- Develop and maintain a fiscal accounting and record system
- Provide for an annual audit of the Corporation fiscal and record system
- Provide for surety of fidelity insurance of Corporation officials
- Set compensation for Legal Counsel to advise the Corporation
- Authorize special Appropriations
- Refer matters to advisory committees and boards to solicit recommendations for action by the Board
- Consider and decide other matters regarding the Corporation which are deemed appropriate considerations of the Board

The Board shall have the power to delegate administrative responsibilities to the MAPA Finance Committee or MAPA Executive Director.

- MAPA Finance Committee Responsibilities
 - Monitor the financial status of the Corporation
 - Recommend policies governing financial activities to the Board
 - Act on any expenditure, which does not exceed ten thousand dollars (\$10,000)
- MAPA Executive Director Responsibilities
 - Act on any expenditure, which does not exceed five thousand dollars (\$5,000), and
 - Invest idle funds with review by the Finance Committee

**ARTICLE VII – CONTRACTS, CHECKS, LOANS,
INDEMNIFICATION AND RELATED MATTERS**

Section 7.01 Contracts. Except as otherwise provided by resolution of the Board or Corporation policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the Corporation shall be executed on its behalf by the Treasurer or other persons whom the Corporation has delegated authority to execute such documents in accordance with policies approved by the Board.

Section 7.02 Checks, Drafts. All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such from time to time be determined by resolution of the Board.

Section 7.03 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depository as the Board or designated committee of the Board may select.

Section 7.04 Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless by resolution of the Board. Such authority may be general or confined to specific instances.

Section 7.05 Indemnification. The Corporation shall indemnify a member or former member of the Board, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was party because he or she is or was a Director of the Corporation against reasonable expenses or against liability incurred in connection with the proceedings of the corporation.

ARTICLE VIII – MISCELLANEOUS

Section 8.01 Books and Records. The Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of all meetings of its Board, a record of all actions taken by the Board without a meeting, and a record of all actions taken by committees of the Board. In addition, the Corporation shall keep a copy of the Corporation’s Articles of Incorporation and Bylaws as amended to date.

Section 8.02 Fiscal Year. The fiscal year of the Corporation shall be July 1 to June 30 of each year.

Section 8.03 Conflicts of Interest. The Board shall adopt and periodically review a conflict of interest policy to protect the corporation’s interest when it is contemplating any transaction or agreement which may benefit any director, officer, employee, affiliate, or member of a committee with Board-delegated powers.

Section 8.04 Nondiscrimination. The officers, directors, committee members, employees, and persons served by the Corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of this corporation not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran’s status, political service or affiliation, color, religion, or national origin.

Section 8.05 Amendments. Except as otherwise provided by law, these Bylaws may be amended, in a manner consistent with the Articles of Incorporation of the corporation and applicable law, by the Board at any regular or special meeting of the Board. The Corporation shall provide notice of any meeting of the Board at which an amendment of these Bylaws is to be approved. Such notice shall comply with these Bylaws, shall state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment of these Bylaws, and shall contain or be accompanied by a copy or summary of the proposed amendment or state the general nature of the proposed amendment. To be effective, an amendment of these Bylaws must be approved by a majority of the Directors in office at the time the amendment is adopted.

Section 8.06 Certificate of Adoption of Bylaws. I do hereby certify that the approved stated Bylaws of the Corporation were approved by the Board of Directors on August 30, 2018 and constitute a complete copy of the Bylaws of the Corporation.

MAPA Foundation Board Chair

Resolution No. 2019 - 02

MAPA FOUNDATION BOARD RESOLUTION AMENDING THE MAPA FOUNDATION BYLAWS.

WHEREAS, the MAPA Foundation was formed April 11, 2000 for charitable and educational purposes; and

WHEREAS, the MAPA Foundation was previously designated as a regional Non-Profit Development Organization (NDO) by the Nebraska Department of Economic Development (NDED); and

WHEREAS, the purposes of the MAPA Foundation NDO are to engage in community economic development activities and act as a sub-recipient of CDBG Economic Development grants; and

WHEREAS, the Bylaws of the MAPA Foundation were reviewed by NDED to verify conformance with NDO requirements of NDED and the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the current Bylaws of the MAPA Foundation omit language preferred by NDED and HUD; and

WHEREAS, the MAPA Foundation shall meet the requirements of the Housing and Community Development Act, Section (a) (15), as amended; and

WHEREAS, the Board of Directors of the MAPA Foundation shall have no less than one member who represents low- and moderate-income populations, and said Board shall not be composed of more than one-third State Public Sector Representatives; and

RESOLVED, MAPA staff recommends amending the Bylaws of the MAPA Foundation in order to retain NDO status in the State of Nebraska.

BE IT FURTHER RESOLVED, that the amendment to the Bylaws of the MAPA Foundation is hereby approved and adopted.

Passed this 30th day of August, 2018.

Rita Sanders, Chairperson
MAPA Foundation Board of Directors

**MAPA Foundation
Nonprofit Development Organization
Revolving Loan Fund Administrative Plan**

Amended August 2018

PART I: Type of Plan

The MAPA Foundation Nonprofit Development Organization (MAPA NDO) Revolving Loan Fund (RLF) is available to eligible entities located in Douglas County, Sarpy County, and Washington County, Nebraska. This administrative plan outlines the goals, uses, eligibility requirements, and procedures of the MAPA NDO RLF.

PART II: Goals and Objectives of the MAPA NDO RLF

1. To provide financing for existing businesses that cannot obtain sufficient conventional financing.
2. To provide financing for start-up businesses in order to attract new businesses within the MAPA NDO's Nebraska geography.
3. To create and retain jobs principally for low-moderate income persons.
4. To diversify the local economy by assisting businesses which are not presently in the area.
5. To encourage the redevelopment of vacant or blighted buildings and land.
6. To promote entrepreneurship and new business development.
7. To stop leakage of dollars from leaving the MAPA NDO service area.
8. To provide necessary public infrastructure to businesses.
9. To assist businesses with job training costs for new employees or to upgrade skills of existing employees.
10. To create workforce housing through the renovation of residential structures, adaptive reuse of vacant commercial properties, and new construction of residential housing units.

PART III: Elements of the Plan

A. Eligible Recipients

Eligible recipients for project assistance through the MAPA NDO RLF Plan include:

1. Manufacturing-based businesses;
2. Warehousing and distribution-based businesses;
3. Administrative management headquarters;
4. Research and development in support of existing local businesses, or general research and development in the industry sectors of manufacturing, food processing/packaging, defense/aerospace service, bio-medicine, transportation/distribution, value-added agri-business, information technology, and renewable energy;
5. Transportation, retail, service, and tourism for profit and nonprofit ventures; and
6. Private and non-profit housing entities and local government units in support of workforce housing projects.

B. Eligible Activities

Eligible activities for which loan funds may be used shall be limited to:

1. Acquisition of land and buildings;
2. Construction or renovation of real estate, either leased or owned;
3. Acquisition of machinery, equipment, property, or services;
4. Working capital;
5. Equity investment;

6. Public infrastructure necessary to accommodate businesses and workforce housing;
7. Architectural and engineering services; and
8. Other project activities supporting regional economic development as approved by the MAPA Foundation Board of Directors.

C. Types and Amounts of Assistance

Assistance shall only be provided when other sources of funds under like terms are not otherwise available. Funds will be provided in the least amount necessary when used with other sources and in accordance with all other restrictions contained in this plan to make the project feasible.

The amount of assistance for any single application shall not exceed the amount of funds available or expected to be available to the MAPA NDO RLF at the time of approval of the application; provided that the MAPA NDO RLF shall only be obligated for funds actually available on the date of the approval.

For direct loans involving bank participation, no application shall provide more than forty percent (40%) of the cost of fixed assets to be purchased and/or working capital including interim financing (required by the project). Micro loan applications up to \$35,000 with no bank participation may provide 100% of the funds needed to successfully complete the project. In either case, an applicant must provide equity injection and evidence of the ability to participate.

The minimum participation amounts shall be equal to ten percent (10%) of the total project cost for projects including expansion of an existing business (existing at least three (3) years) or twenty percent (20%) of the total project cost of a start-up business (to be created or existing less than three (3) years). The application shall state the proposed terms of the loan. However, the MAPA Foundation Board of Directors reserves the right to negotiate the amount, the interest rate and the term of the loan with the applicant.

Cities and counties may be eligible to receive funds for infrastructure for an economic development project or for efforts that support workforce housing, provided that such projects satisfy the goals and objectives set forth in section II of this plan. Such forms of assistance will be structured as loans with repayment terms and negotiated based on the financial review of the project.

Terms of the loan are dependent upon the type of financing provided and in no case shall the term exceed useful life of assets financed. Standards for terms shall be:

- Working capital- up to three (3) years;
- Machinery and equipment - up to seven (7) years;
- Infrastructure- up to ten (10) years; and
- Land and buildings - up to fifteen (15) years.

It should be noted that the above guidelines are established as a reference standard and may be amended or waived on a case-by-case basis, dependent upon the impact the project may have on the economy.

Applicants will be notified in writing as to their acceptance or denial to the MAPA NDO RLF program.

All applicants of approved projects shall provide adequate assurances that the project will be started and completed. Security for loans will include and are not limited to a promissory note, mortgage or deed of trust, security agreement, assignment of life insurance, and personal and/or corporate guarantees as appropriate.

PART IV: Administration of the Plan

A. Application Process and Forms

1. Application

Applications are available at:

Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA)
2222 Cuming Street
Omaha, NE 68102-4328

Or via the agency website at <http://www.mapacog.org>

2. Review

The MAPA Foundation will utilize a loan review committee as its advisory board. MAPA staff will be charged with daily management of the program and funded projects. Upon receipt of an application, staff shall:

- a. Meet with the applicant;
- b. Request additional information necessary to complete an application;
- c. Issue project recommendations to the loan review committee;
- d. Suggest revisions to the application and project loan terms as appropriate; and,
- e. Determine that application activities are eligible as required in the MAPA NDO RLF Plan, and by any other applicable state and federal requirements, as needed.

3. Determination

Recommendations from the loan review committee shall be approved by the MAPA Foundation Board of Directors, who will ratify final terms and conditions of applications for assistance.

PART V: Program Fund and Repayments

The MAPA Foundation shall deposit all repayments from loans approved prior to and after the adoption of this plan and other program income into its revolving loan fund accounts. These accounts shall be interest bearing accounts. Monies in the MAPA NDO RLF account shall be no larger than the amount insured by the FDIC, FSLIC or approved pledged securities. The MAPA Foundation may also invest funds from the fund in secured instruments, as provided by law that can be converted and be readily used for approved applications.

PART VI: Conflict of Interest

No member of the Board of Directors of the MAPA Foundation and no other official, employee, or agent of MAPA who exercises policy, decision-making functions or

responsibilities in connection with the planning and implementation of the MAPA NDO RLF program shall directly or indirectly benefit from the program.

PART VII: Grievance Procedures

In the event a MAPA NDO RLF program applicant feels they have been treated unfairly or discriminated against during the process of selection of applicants, or within any other segment of the program, excluding the determination of eligibility to secure financing by other agencies, they may appeal the decision to the MAPA Foundation Board of Directors for its consideration. The appeal must be received in writing by MAPA within ten (10) working days of the dated written determination notification letter sent to the applicant. The MAPA Foundation Board of Directors will then support or overturn the action at their next scheduled monthly meeting. The MAPA NDO RLF program applicant may appeal in writing the decision of the MAPA Foundation Board of Directors to the Nebraska Department of Economic Development. Appeals regarding permanent financing shall be made to the proposed agency, financial institution, etc. in accordance with their procedures.

PART VIII: Program Administration

The MAPA NDO RLF shall be administered by MAPA staff. As necessary, MAPA may apply an annual fee to the NDO RLF not to exceed 8% the most recent fund balance to reimburse administrative costs. Loan origination and/or closing costs may also be applied at the recommendation of MAPA staff and the loan review committee.

PART IX: Plan Amendments

The MAPA Foundation may consider amendments to this plan at any time. MAPA staff, the loan review committee, and any other persons as designated by MAPA, shall consider any proposed changes and make a recommendation to the MAPA Foundation Board of Directors for consideration. Changes shall be adopted by resolution and approved by the Nebraska Department of Economic Development.

MAPA FOUNDATION APPROVAL

This plan is hereby approved by action of the Board of Directors of the MAPA Foundation.

ON THIS 30th DAY of AUGUST, 2018

Rita Sanders, Board Chairperson

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT APPROVAL

This plan is hereby approved by the Nebraska Department of Economic Development.

ON THIS __ DAY of _____, 2018

Nebraska Department of Economic Development Representative: _____

Resolution No. 2019 - 03

**MAPA FOUNDATION BOARD RESOLUTION AMENDING THE MAPA FOUNDATION
NDO REVOLVING LOAN FUND ADMINISTRATIVE PLAN.**

WHEREAS, the Board of Directors of the MAPA Foundation approved the Revolving Loan Fund Administrative Plan for the MAPA Foundation Non-Profit Development Organization (NDO) on June 30, 2011, and a subsequent amendment on March 29, 2018; and

WHEREAS, said Plan was reviewed by the Nebraska Department of Economic Development (NDED) to verify program compliance; and

WHEREAS, NDED provided comments concerning the language of Section VIII of said Plan; and

WHEREAS, said Plan may be jointly approved by the Board of Directors of the MAPA Foundation and NDED; and

WHEREAS, MAPA staff recommends amending said Plan per the comments received by NDED.

RESOLVED, that the amendment to the Revolving Loan Fund Administrative Plan for the MAPA Foundation NDO is hereby approved and adopted.

Passed this 30th day of August, 2018.

Rita Sanders, Chairperson
MAPA Foundation Board of Directors

HOMEOWNER REHABILITATION PROGRAM GUIDELINES

**OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY**



**APPROVED AND ADOPTED BY
Omaha-Council Bluffs Metropolitan Area Planning Agency
Board of Directors**

Amended - _____, 2018

**Omaha-Council Bluffs Metropolitan Area Planning Agency
Housing Rehabilitation Program Guidelines**

Introduction

These Program Guidelines (Guidelines), developed by the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA), are for a Housing Rehabilitation Program (Program) to be implemented within the corporate limits of the communities of Valley and Waterloo, Nebraska. The intention of the Program is to increase the supply of decent, safe and sanitary housing for moderate to low-income homeowners residing within the corporate limits of the communities of Valley and Waterloo. Further, the Program will promote housing improvements that prevent the spread of blight and its influence, provide assistance to those persons of the greatest need, improve the availability and desirability of housing in the targeted communities, discourage the abandonment or neglect of residential dwelling units, promote continued home ownership, increase the attractiveness of existing neighborhoods, and increase local employment.

Administrative Components

MAPA serves as the applicant/grantee. MAPA will provide services to qualified eligible homeowners/applicants within the corporate limits of the communities of Valley and Waterloo, Nebraska. MAPA will also serve as the general administrator for this Program. Upon grant award and notice of release of funds from the Nebraska Department of Economic Development (NDED), MAPA will contract with outside professional services to provide Housing Administration (which includes the Housing Rehabilitation Specialist) and Lead-Based Paint (LBP) specialized services for the project. The responsibilities of each of these components will be clarified later in these guidelines.

Purpose

- To increase the number of good, habitable dwelling units by improving existing housing.
- Improve the health and safety of living conditions in the target counties and communities.
- Improve the desirability of housing in the target communities.
- To preserve and enhance housing stock for future generations.
- To discourage the abandonment or neglect of residential dwelling units.
- To promote continued home ownership through assistance to persons of greatest need.
- To increase local employment.

Distribution of Program Funds – Priority Ranking System

The stated number of homes targeted for the Program is ten (10) homes located in the corporate limits of Valley and Waterloo, Nebraska at a maximum of **\$25,000 per housing unit**.

A Priority Ranking System (see Appendix B1) will be utilized for the ranking of received applications. Points will be assigned accordingly as outlined in Appendix B-1.

Due to the preliminary interest received from local citizens in both communities, it is not anticipated that the communities will have any difficulty utilizing all of the rehabilitation funds.

Eligibility Criteria

Applicant Eligibility – Persons assisted with Nebraska Affordable Housing Trust Fund Program (NAHTF) Owner Occupied Rehabilitation (OOR) funds must have incomes at or below 120% of AMI. Income eligibility and verification that applicant meets the 120% AMI threshold will be determined according to the definition found in **24 CFR Part 5.609**. (See 24 CFR 5.609 income determination)

2016 Maximum Family Income Limits for Eligibility (Douglas County) as of 6/6/16

Income As % of AMI	Household Size							
	1	2	3	4	5	6	7	8
A (50%)	28,600	32,650	36,750	40,800	44,100	47,350	50,600	53,900
B (80%)	45,750	52,250	58,800	65,300	70,550	75,750	81,000	86,200
C (120%)	68,640	78,360	88,200	97,920	105,840	113,640	121,440	129,360

Income guidelines updated annually and are based on Department of Housing and Urban Development (HUD) Housing Assistance programs as approved by NDED. Annual anticipated gross income is the gross income of all adult household members that is anticipated to be received during the upcoming 12 months. Third-party verifications and various credit checks, recent pay stubs and tax returns will determine the applicant eligibility for the program. For the purposes of confidentiality, a statement by the Housing Program Administrator, who has been presented adequate documentation to verify that program participants meet the income thresholds as defined by HUD, shall be deemed sufficient information to document income status.

Funding Levels - The NAHTF has established that the total amount of rehabilitation funds expended per dwelling will not exceed \$25,000. This limit is appropriate for the housing stock in the target areas, and also allows an increased number of homes to be assisted.

Location Eligibility

Housing units to be rehabilitated will be located in the corporate limits of the Cities of Valley or Waterloo, Nebraska and are subject to NAHTF rules.

Housing units to be rehabilitated cannot be located within the floodway.

Housing units located in a 100 year floodplain and where rehabilitation costs exceed 50% of the before rehabilitation market value are not eligible.

Tier II Environmental Review

A Tier II environmental review of the following items will be completed on each housing unit prior to rehabilitation activities identifying any mitigation actions, if any:

A determination if the housing unit is on the register of historic places or has the potential for listing.

A determination of the before and after rehabilitation market value of the housing unit.

Identification if any asbestos containing material is present in the housing unit.

Testing for lead-based paint will be completed on each housing unit.

Evaluation of the housing unit's proximity to propane tanks, petroleum or chemical facilities, and explosive or flammable substances.

Review of the housing unit's location relative to major roadway, railroad and airport noise.

Application Process and Formal Notification of Selection and Non-Selection

Preliminary Application - This application consists of questions related to household size and composition, income, housing-related expenses, etc. Application information will be reviewed and evaluated by the Housing Program Administrator, on a confidential basis. Homeowners who do not meet basic eligibility requirements will be notified in writing including a statement of the reason they are ineligible for assistance. Homeowners who are eligible will be notified in writing.

Full Application - Homeowners are expected to complete an application and send this to the Housing Program Administrator for review and processing. Review of the application will begin as soon as practicable after it is received. Applications will be processed on a first-ready, first-served basis. Referrals for all appropriate applicants will be made to various local agencies and other local reuse programs, as appropriate, to encourage partnering of funds for a common goal of assisting homeowners with rehabilitation requirements.

The Housing Program Administrator's review process involves the verification of income through bank statements, income tax returns, asset verification, employment pay stubs and employer verification, and any other steps deemed necessary. Other eligibility requirements will be confirmed through review of the property deed and title check (method of determination of homeownership), dwelling insurance coverage and paid property tax receipts. The Housing Rehabilitation Specialist will also conduct a thorough health and safety inspection of the home, as well as a rehab needs assessment. The preliminary inspection of the home will give an indication of whether the house will be economically feasible for rehabilitation. Following this, for all homes built prior to 1978, a LBP inspection will be completed, and if necessary, a LBP risk assessment. The Housing Rehabilitation Specialist will complete a work write-up, incorporating rehabilitation issues relevant to any identified LBP, based on the lead hazard control plan completed by the licensed risk assessor. The Priority Point Sheets located in Appendix B1 of these Guidelines will be utilized for ranking applications prior to submission for consideration. Each project along with its priority point information and list of needed repairs and an estimated cost will be presented anonymously to the Housing Review Committee of the community in which the house is located for approval or denial.

The Housing Program Administrator will send a letter to each applicant as to the results of the review process, indicating next steps for successful applicants and informing unsuccessful applicants the reason for their denial.

Client Property Selection Standards

Minimum Rehabilitation Standards - Properties must be feasible for being brought into compliance with NDED's minimum rehabilitation standards and upon completion of rehabilitation, will, at a minimum, meet NDED standards or NDED Rehabilitation standards. HUD requires that the maximum after-rehab value of a property cannot exceed the Section 203(b) Single Family Mortgage limit of \$294,515. The maximum purchase price or after-rehabilitation value will not exceed 95% of the median purchase price for the area. For more information, see: <https://opportunity.nebraska.gov/grow-your-community/data-for-applicants-and-grantees/>

Determination of Home Ownership - All homes assisted by the Program shall meet the following requirements:

- Home must be single-family, owner-occupied and the home must be within the corporate limits of the communities of Valley and Waterloo, Nebraska. Demonstration of homeownership will be by property deed or other similar legal document, and this will be verified with the county's Register of Deeds. Rental units are not eligible for this Program.
- Properties will be in locations where safe, sanitary, and adequate water supplies and sewage disposal are currently available for use.
- Properties shall be single-family dwelling units.
- Mobile homes will be ineligible for rehabilitation assistance.
- Applicants must have a net worth of less than \$75,000, excluding residence.
- Property taxes must be paid current at the time that the City and the homeowner sign the housing rehabilitation agreement, and any taxes owed to the county and/or community must be paid and kept current.
- During the continuance of this project and subsequent time period of the deferred funds, the homeowner must keep the property in good and substantial repair.
- Properties shall be free and clear of any debris that jeopardizes public safety and/or impairs the appearance of the neighborhood. Properties must remain debris-free for the duration of the program lien period. Debris shall include, but not be limited to: inoperable automobiles, machinery, appliances, tires and accessories, noxious weeds, discarded metal and other unsightly rubble.

Properties within federally determined floodplains may not be eligible for rehabilitation under this Program If the cost of repairs, reconstruction, or improvement of the structure exceeds fifty (50) percent of the market value of the structure shall not be eligible.

Owner-occupants will need to carry a basic dwelling insurance policy of at least 95% of replacement costs and the coverage must be, at a minimum, equal to all unpaid home loans (mortgages / deeds of trust) filed against the property. Properties located in a 100 year floodplain shall obtain and secure appropriate flood insurance coverage. **MAPA must be listed as a loss payee on participating homes.**

- All enrolled projects must be completed within the time frame of the grant award to MAPA, including any extensions of the grant time period.

Amount and Type of Assistance

Project Feasibility - The Housing Rehabilitation Specialist will make a determination of economic feasibility for each house under consideration by the Program. **This includes consideration of issues/costs related to LBP.** In general, a property will be determined infeasible for rehabilitation if the cost of repairs exceeds \$35 per square foot or the estimated cost of the rehabilitation is greater than **\$25,000**. Housing Rehabilitation Specialist personnel will make recommendations to the Housing Review Committee for applicant homes. The Housing Review

Committee may render any of the following four determinations, based on its judgment, on all facts, circumstances, and advice:

- The project is deemed economically feasible and eligible to be rated for funding.
- The project may be approved with a funding limitation so as to be considered feasible.
- The project may be delayed for further study and consideration.
- The project is not economically feasible.

If the Housing Review Committee makes the determination that a proposed project is not economically feasible, the applicant may appeal the determination by following the Client Appeal and Grievance Procedure.

Assistance will not exceed the Nebraska Affordable Housing Program maximum per unit subsidy for Douglas County, Nebraska. A listing of subsidy limits by county can be found at: <https://opportunity.nebraska.gov/grow-your-community/data-for-applicants-and-grantees/>

Type of Assistance-It is the expressed intent of this Program to benefit low-and moderate income owner occupants within the Program Area. Actions taken by or on behalf of owner occupants to circumvent this intent are prohibited. To affect this intent, owner-occupants receiving housing rehabilitation assistance under this program shall immediately advise the Program of any event that may alter this intent.

In order to carry out the intent of the Program, funds invested by OOR will be secured as follows:

- A deferred (fund forgiveness) will be amortized over a ten-year period. The owner shall personally and at all times occupy and live in the rehabilitated structure as a “principal residence” for a period of **ten years** or 120 months after the completion of the rehabilitation work.
- Any remaining loan balance of invested Program funds falls due when the property is sold, upon transfer of title of the property, or when the property ceases to be the primary residence of the homeowner enrolled in this Program.
- Regardless of the income level, all homeowners participating in the Program must sign a promissory note stipulating the amount owed in the event that the owner attempts to sell or rent the rehabilitated unit after completion of the project and prior to the required minimum 10 (ten) year affordability period or satisfaction of any loan repayment arrangements. If an owner wishes to sell, has need to sell, or rent the property prior to the expiration of the deferred loan period, the loan becomes due in full at the time the property is rented or sold. The Program shall be reimbursed at the monthly pro-rata rate for the one-hundred twenty (120) month period.
- A lien against will be filled on each home to be rehabilitated through this Program and the homeowner(s) will be required to sign an Occupancy Agreement in which the “principal residence” requirement is emphasized.

Applicants will be required to provide current housing cost information to enable the Housing Rehabilitation Specialist to determine the household’s housing costs. Housing costs are defined as principal, interest, taxes, insurance, and any private mortgage insurance.

Should the homeowner wish to invest some of their own funds into a project, a request shall be made to the Housing Review Committee for consideration and Housing Rehabilitation Staff.

Rehabilitation Process

In coordination of local building officials, MAPA will enforce local building codes in the implementation of this project. In the absence of codes to address an unforeseen situation in which the local codes are silent, each community/county currently follows the building codes set forth in the Building Officials and Code Administrators (BOCA) guidelines as this is what the State enforces. **The minimum standards to be met on any rehabilitated unit shall meet or exceed the Minimum Standards for Rehabilitation most recently adopted by NDED.** Eligible expenditures include:

Remediation/Interim Controls of LBP (as mandated)

Structural Repairs to:

- Foundations
- Sagging or rotten beams, joists, columns
- Stairs and porches
- Roofs and chimneys
- Floors

Modernization of:

- Plumbing and plumbing fixtures
- Furnace, water heaters, and air conditioners
- Lighting and wiring

Energy Conservation and Weatherproofing, Including:

- Insulation of ceilings and walls
- Repair or replacement of windows and doors
- Caulking and weather stripping

- Installation of storm windows and doors
- Removal and installation of roof covering
- Painting or replacement of siding

General Interior Renewal and Modernization:

- Repairing of walls, ceilings, and floors
- Painting and paneling
- Room rearrangement
- Flooring
- Additions to alleviate overcrowding conditions

Not all rehabilitation improvements are equally important. Priority improvements will be made before any other improvements are done. The following are priority improvements:

- Mandatory improvements for health and safety, LBP hazards remediation/interim controls, deteriorated structural elements, heating (when there is none or it is unsafe), electrical wiring that is clearly hazardous.

- Accessibility needs for disabled persons.
- Energy conservation measures.
- Incipient improvements, such as iron pipes or rain gutters, where there is not currently a problem, but a problem could occur if not corrected.

Priority points are assigned based on the above (see Appendix B-2).

Construction Phase for Housing Rehabilitation

Upon decision of the Housing Review Committee to fund a specific project, the following steps will be taken:

- Housing Program Administrator will prepare and send to homeowners a set of preliminary documents. These must be signed and returned before any work can begin. The signed and notarized Deed of Trust will be filed with the County Register of Deeds to place a lien on the property.
- The applicant, with the assistance of the Housing Rehabilitation Specialist, will attempt to solicit three (3) bids from contractors. For work involving LBP, the contractor(s) must be appropriately trained, and provide documentation demonstrating such. The applicant will forward all bids to the Housing Program administrator to review prior to selection of the contractor. The Housing Rehabilitation Specialist will alert the applicant to any red flags or concerns regarding the bids, and then the applicant will make his or her final selection.
- Housing Program Administrator will issue a contract for all parties to sign.
- Once the signed contract is returned to the Housing Program Administrator, s/he issues a Notice to Proceed to the contractor.
- Contractor performs the work with progress inspections made by the Housing Rehabilitation Specialist as needed. Inspections will be made as the work progresses. Final payment inspections are made as well.
- Contractor Payment Request form is submitted by the contractor to the homeowner or the Housing Rehabilitation Specialist and must be approved by both. Checks will be issued in the contractor name; however, the check will be mailed to the homeowner to then pass on to the contractor. **The act of passing the check on to the contractor will be the homeowner(s) indication of his or her satisfaction with the work performed.** Any concerns about the performance of the contractor should be presented to the Housing Rehabilitation Specialist as soon as they arise so s/he may assist in mediating/resolving the issues.
- The Housing Rehabilitation Specialist should be notified of any changes in the work so that he can determine eligibility of the new plans, as well as funds availability, and issue a change order if indicated.
- The Housing Rehabilitation Specialist and Housing Program Administrator will perform a final inspection, in the presence of the homeowner and contractor to insure all repairs have been completed according to project specifications and satisfactory work has been accomplished before final payment is made.
- **For those homes that require Clearance Testing due to LBP, this testing will be performed in compliance with HUD's regulations before reoccupation of the rehabbed area/dwelling.**
- Contractor files Final Pay Request. A waiver of lien will be required from each contractor.
- Homeowner enters into a formal deferred loan agreement with the lien holder once all work is complete and all contractors paid in full.

MAPA will be the lienholder named on or in promissory notes and Deeds of Trust.

Compliance with HUD's Lead Based Paint Regulations

This Program is regulated by HUD, and as its administrator, MAPA will follow HUD's LBP Regulations. The use of LBP paint is strictly prohibited. A more detailed outline of the Program's LBP procedures is attached as Appendix E.

Determination of Infeasibility

The Housing Rehabilitation Specialist will make a determination of economic feasibility for each house under consideration by the Program. **This includes consideration of issues/costs related to LBP.** In general, a property will be determined infeasible for rehabilitation if the cost of repairs exceeds \$35 per square foot, or the estimated cost of the rehabilitation is greater than **\$25,000.**

Replacement housing for properties that are not economically feasible is not available through this Program. All costs related to any temporary relocation of the owner-occupants required as a result of the rehabilitation work funded through this Program will be the responsibility of the homeowner.

Client Appeal and Grievance Procedure

In the event that any applicant feels he or she has been unfairly treated or discriminated against during the process of selection of projects to be funded, or within any other segment of the Program, he or she may appeal the decision **in writing** and in the following order:

- File a written complaint with the Housing Program Administrator who will attempt to resolve the problem. The Housing Program Administrator will make a written response to the appeal within 15 working days.
- If the applicant is still not satisfied with the response to their complaint or grievance, a grievance committee is available to receive and review the complaint. The complaint must be in writing. The grievance committee will review the basis of the complaint as well as interview and/or review appropriate items. The grievance committee will arrive at a decision and notify the applicant of that decision in writing. The grievance committee shall consist of the Housing Rehabilitation Specialist, the Housing Program Administrator and a member of the Housing Review Committee from the community in which the applicant's house is NOT located. A majority vote of the grievance committee shall decide the issue.
- If the homeowner is not satisfied with the response of the grievance committee, a written complaint may be filed with NDED.

Affordability Period

Regardless of income level, all homeowners participating in the Program must sign a promissory note stipulating the amount owed in the event that the owner attempts to sell or rent the rehabilitated unit after completion of the project and prior to the required minimum 10 (ten) year affordability period or satisfaction of any loan repayment arrangements. If an owner wishes to sell, has need to sell or rent the property prior to the expiration of the deferred loan period, the loan becomes due in full at the time the property is rented or sold. Program shall be reimbursed at the monthly pro-rata rate for the one-hundred twenty (120) month period.

Recapture Provisions

MAPA will require all participants to execute/sign a Deed of Trust naming MAPA as the “loss payee” or beneficiary in the event that a homeowner sells, transfers title, rents or vacates a property prior to the end of the 10-year affordability period. Deed restrictions will be written to reflect the occupancy requirements of this program. MAPA’s attorney will work with Program personnel to draft these documents.

In the case of recaptured funds generated when a homeowner sells a property, transfers title, rents or vacates an assisted property prior to the end of the affordability period, those funds will be used to assist subsequent eligible homeowners with housing costs and project specific related soft costs as HUD and NDED guidelines allow.

In the event an appraisal determines that insufficient equity exists in the home to meet the obligations of this Program at the time of sale or transfer, or the sale of the property does not produce adequate funds for repayment, the homeowner is to pay MAPA 100% of any net proceeds received after the primary mortgage is satisfied MAPA shall consider the loan(s) paid in full.

Relocation

The Program will not pay for relocation expenses. Rehabilitation construction contracts call for the contractor to maintain the home in a manner which does not trigger a need for relocation. The decision to relocate will typically be the voluntary decision of the client and not a condition of this program plan or work write-up. **Any costs of client driven relocation shall be the responsibility of the client/recipient/owner occupant.** As this Program is a voluntary program, the client/recipient/owner may elect to not participate should they determine that they are not able to or do not desire to be responsible for any relocation costs.

While relocation is not anticipated, there may be times when construction issues arise (such as compliance with LBP Safe Work Practices) where temporary relocation is triggered. It is the policy of MAPA that the NAHTF funded Program will not fund those relocation costs. The client/recipient/owner occupant will be responsible for said relocation costs.

Relocation Triggered as Result of Acquisition

MAPA does not plan to undertake acquisition activity as part of the Program. MAPA is cognizant of the requirements of **49.CFR 24.101** and its application to any acquisition of real property for a direct Federal program or project. Furthermore, in the event that at some point MAPA does undertake an element of acquisition (voluntary or involuntary) within its jurisdictional boundaries and proposes to use federal funds as part of the overall project, **where either voluntary or involuntary acquisition is anticipated, NDED will be contacted prior to any action.**

Return Beneficiaries

If a property has been rehabilitated under a NAHTF, CDBG or HOME funded program within the last ten (10) years, ten (10) points will be deducted from the applicant rating and selection scoring. MAPA does not intend to discourage return beneficiaries but wants to make sure the funds are used to maximize the benefits for as many qualified applicants as possible.

Fair Housing Act

No eligible homeowner within either Valley or Waterloo, Nebraska who wishes to participate or make application to this Program, shall be discriminated against solely on the grounds of race, color, national origin, religion, familial status, disability or sex. They shall not be excluded from participation in, be denied benefits of or be subjected to discrimination under any part of Program in accordance with the Fair Housing Act.

Marketing/Education/Outreach for Homeowners and Contractors

MAPA, the Housing Rehabilitation Specialist and the communities of Valley and Waterloo, Nebraska will work to provide homeowners/prospective applicants with specifics about the Program, such as eligibility requirements, how to apply, what activities are covered by these funds, LBP regulations and other Program parameters as follows:

For Applicants - Upon receipt of a Notice of Award from the NDED, letters will be sent to all parties who have expressed initial and early interest in the program as follows:

- Statement of Interest Households – Letter will be mailed 1 month after Notice of Award, giving waiting list households 30 days to request an application packet for the Program.
- All Others – News Releases will be distributed to print and radio media, and flyers will be sent to numerous community service organizations approximately 60 days following Notice of Award, requesting interest in applying for OOR loan funds when available.
- If, at the end of this Program, there are additional homeowners interested in rehabilitation of their property, they will be added to a Waiting List. Waiting List Households will be notified via mail if additional Program funds are acquired either through future applications for funds or through return of Program funds to the City. Waiting list households will be given 30 calendar days to request an application packet from the Program for consideration (if funds are available through recapture) or to express their preference to remain on the list. If no response is received by Program staff at the end of the thirty-day period, names of contacted households will be removed from or moved to the end of the waiting list and notice will be given of such.

This approach will: inform households that have expressed an interest in the Program early on that funds may be available soon, and advise them of the required documentation required for application processing; and speed up the application process so funds may be committed as quickly as possible. Sample letters for this notification have been provided as Appendix C-1, C-2 and C-3.

MAPA recognizes the importance of marketing this Program to families in need with an emphasis on attempting to reach those least likely to apply. Marketing to special populations will be done through flyers and phone calls as well as public meetings. Though tenants of public housing and manufactured housing will not be assisted by the Program, household owners least likely to apply will be targeted through Head Start, Senior Centers, Community Action programs, Veterans Offices, Assistive Technology, vocational rehabilitation and Health and Human Services offices, and other civic and service agencies that serve the communities of Valley and Waterloo, Nebraska.

For Contractors – Upon receipt of a Notice of Award from the NDED, letters will be sent to all

Contractors who have expressed interest in working with the Program, as follows:

- Contractors on the Interest List or Previous Service List (those who have demonstrated prior experience with NAHTP projects) - Letters will be mailed 1 week after Notice of Award, giving contractors the opportunity to officially place their name on an “Interested Bidders” list for homeowners to select from for home rehabilitation services.
- All Others – A news release will be distributed to print and radio media approximately 30 days prior to anticipated Release of Funds, requesting interested contractors contact Administrators to receive information about the Program and place their name on an “Interested Bidders” list for homeowners to select from for home rehabilitation services.

The purpose of this approach is two-fold: to inform contractors that have expressed an interest in the program early on that funds may be available soon, and request their permission to be placed on an “Interested Bidders” list; and to speed up the rehabilitation bid process so funds may be committed as quickly as possible. A sample letter has been provided as Appendix D.

Re-Use of Program Income

Reuse income generated through the 2017 NAHP/NAHTF Owner Occupied Rehab Program (Pre-App # 17-TFHO-27016; Final App# 17-TFHO-27016) will continue NAHP/NAHTF-eligible rehabilitation housing activities as described in the Guidelines for this grant award, with rehabilitation funds and project specific related soft costs as HUD and NDED guidelines allow. From the reuse funds collected, the maximum amount available for general administration is 10%. In the event of recaptured funds during the initial program, the recaptured funds will be applied to the current project prior to any additional fund requests. **A more complete reuse plan is made a part of MAPA’s records and is attached to this document as Appendix F.**

Amendments

Any material change in these Guidelines must be approved by MAPA and the NDED. Amendment requests will be in writing to MAPA for action and then forwarded on to the NDED for review and decision.

Miscellaneous Provisions

Hardship Provisions - In the event of unforeseen hardship during the time the homeowner is participating in the Program, it is the responsibility of the homeowner to make the hardship known and to provide necessary documentation to establish proof that a hardship exists that may negatively (long-term) impact his/her participation in this Program. This provision includes the period after the rehabilitation of the homeowner’s dwelling is completed.

Conflict of Interest - Members of the governing body and or other officials, employees, or agents of MAPA who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of the Program shall not:

- Directly or indirectly benefit from this Program. This prohibition shall continue for one year after an individual’s relationship with MAPA ends. Any other employee may be eligible, but will be treated no differently in the determination of applications accepted for funding. Enclosed with this person’s application shall be a statement of disclosure that outlines the nature of possible conflict and a description of how the public disclosure was

made. Included will also be verification that the affected person has withdrawn from the active involvement in any loan related issues.

- Accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to any sub-agreement.
- Obtain a financial interest or benefit from a Program activity
- Have an interest in any contract, subcontract or agreement for themselves or for persons with business or family ties.

Exception -Upon written request, exceptions may be granted by the NDED on a case by case basis.

Administrative Structure

The responsibilities of each entity are outlined below.

Grantee and General Administrator-MAPA

- Conduct Program's environmental review.
- Complete steps necessary to secure Release of Funds from NDED.
- Market and provide immediate oversight of the Program.
- Inform the Housing Boards of program progress and issues.
- Work cooperatively with MAPA Administrative Staff to ensure the collection of all data, reports, records, documents, etc., as needed to meet NDED reporting requirements.
- **Process homeowner applications.**
- Conduct "Tier II" environmental reviews on individual program homes as indicated.
- Oversee the day-to-day operation of the Program.
- Prepare all program loan documents and file necessary liens.Process payment requests.
- Provide progress reports to the MAPA Finance Committee and MAPA Foundation Board as needed.
- Initiate drawdown of funds with NDED.
- Complete all required reports for NDED (Quarterly, Semi-Annual, etc.) and attend required meetings.
- Approve all legal and financial aspects of the program, including contracts, Program reports and expenditures.
- The Housing Program Manager and the Housing Rehabilitation Specialist shall serve as members of the final appeal committee where homeowners may bring determinations they wish to appeal.
- Complete all close-out requirements for grant.
- Track repayment schedules after closeout of the grant.
- Approve and amend Guidelines, subject to the recommendations of the Housing Boards and the final approval of NDED.

Housing Review Committees

- Approve or deny each application from its target area presented by the Housing Program Administrator/Housing Rehabilitation Specialist.
- Serve as the initial Committee where homeowners may bring determinations they wish to appeal.
- Make recommendations regarding approving/amending the guidelines for the Program

- as agreed upon by MAPA, NDED and the Housing Review Committees.
- This Committee will consist of a minimum of three and no more than five designated representatives from a variety of business and professional fields in the community.
 - In the event of an appeal of a decision by a homeowner provide a member for the final appeal committee.

MAPA- Housing Administrator (including Housing Rehabilitation Specialist)

- Perform in-progress Inspections.
- Review contractor payment requests and submit to Housing Program Administrator for processing.
- Obtain contractor and sub-contractor lien waivers.
- .
- Conduct on-site progress inspections and meet with contractors and homeowners as needed and appropriate.
- Ensure all necessary LBP inspections, assessments, occupant relocations, interim controls and clearance testing occur as required.
- Conduct final inspections of all work.
- Resolve conflicts between homeowner and contractor.

APPENDIX A - INCOME AND PROGRAM FUND REPAYMENT GUIDELINES

Income Chart for Housing Rehabilitation Program

Income As % of AMI	Household Size							
	1	2	3	4	5	6	7	8
A (50%)	28,600	32,650	36,750	40,800	44,100	47,350	50,600	53,900
B (80%)	45,750	52,250	58,800	65,300	70,550	75,750	81,000	86,200
C (120%)	68,640	78,360	88,200	97,920	105,840	113,640	121,440	129,360

Program Fund Repayment Guidelines for Housing Rehabilitation Program

Regardless of the income level, all homeowners participating in the Program must sign a promissory note stipulating the amount owed in the event that the owner attempts to sell or rent the rehabilitated unit after completion of the project and prior to the satisfaction of any loan repayment arrangements. If an owner wishes to sell, has need to sell or rent or vacates (long-term) the property prior to the expiration of the loan period, the deferred balance is due and payable at such time the property is rented, sold or vacated. The Housing Program Administrator will file a lien against each home to be rehabilitated through this Program and the homeowner(s) will be required to sign an Occupancy Agreement in which the “**principal residence**” requirement is emphasized.

Applicants will be required to provide current housing cost information to enable the Housing Rehabilitation Specialist to determine the household’s housing costs after rehabilitation, to determine repay ability under the 30% housing cost cap. This 30% rule does NOT negatively impact participation in this program when housing costs exceed the 30% rule. Housing costs are defined as principal, interest, taxes, insurance, and private mortgage insurance.

Program recipients eligible for the “deferred loan” assistance as outlined in these guidelines will not be subject to the 30% housing cost cap as their grant/deferred loan is forgiven after time and paid back only through “net proceeds” when the grant recipient does not comply with the affordability period described within these guidelines.

APPENDIX B-1

Housing Rehabilitation Program Priority Rating Guide

Property ID: _____

INCOME:

- Below Level A Income 40
- Between Level A-B Income 35
- Between Level B-C Income 25

HOUSEHOLD CHARACTERISTICS:

- Disabled 10
- Elderly (62+) 10

ECONOMIC FEASIBILITY:

Project cost under:

- \$10/square foot 15
- \$20/square foot 10
- \$35/square foot, or not exceeding \$25,000 5

GRANT IMPACT:

- Bring home up to accepted DED Minimum
Rehab Standards 20
- Energy Conservation 10

TOTAL POINTS:

Deduct 10 points from total points for prior participation in a Housing Program.

APPENDIX B-2

**Housing Rehabilitation Program
Property Rating Guidelines**

Property ID: _____

PRIORITY I.

- A. 10 points – Exterior structure, roof, siding, windows and doors _____points
- B. 10 points – Foundation, sidewalks & entryways _____points
- C. 10 points – Electrical wiring (interior & exterior) _____points
- D. 10 points – Lead based paint (removal) _____points
- E. 10 points – Heating system, new energy efficiency guideline and ventilation _____points
- F. 10 points – Sewer and water (proper installation thereof) _____points
- G. 10 points – Health and safety standards _____points
- H. 10 points – Insulation _____points

PRIORITY I. TOTAL POINTS _____

PRIORITY II.

- A. 5 points – Adequate living space _____points
- B. 5 points – Interior Air quality _____points
- C. 5 points – Sanitation Facilities (proper toilet & private room).
Shower & tub hot & cold water _____points
- D. 5 points – Excessive accumulation of trash _____points

PRIORITY II. TOTAL POINTS _____

PRIORITY III.

- A. 3 points – Interior flooring _____points
- B. 3 points – Closets and storage areas _____points
- C. 3 points – Rodent and vermin infestation (termites) _____points
- D. 3 points – Interior stairways _____points

PRIORITY III. TOTAL POINTS _____

PRIORITY IV.

- A. 0 points – General improvements – Aesthetic in nature _____points

TOTAL PRIORITY I, II, III, & IV _____

APPENDIX C-1

(Statement of Interest Letter Example)

Dear Housing Rehabilitation Funds Applicant:

MAPA is pleased to announce that we have received a Notice of Award for Owner-Occupied Rehabilitation Grant funds that should be available soon for eligible households in (Valley/Waterloo).

Because you submitted a Statement of Interest for future housing rehabilitation funds, we are giving you an opportunity to request an application before announcing availability of these funds to the public, so that your application can be considered through the early round.

All applications, regardless of when they are received, will be considered on a "First-Ready, First-Served" basis; therefore, it is important that you provide **all** required documentation with your completed application, to be considered as early as possible for these funds.

Attached you will find a "Checklist of Required Documents for Program Eligibility Determination." I encourage you to begin gathering these documents, as they will be required to be submitted with the full application.

To receive an application packet, please return the enclosed self-addressed, stamped postcard no later than 30 calendar days from the date of this letter or _____, 2017.

We hope to assist you with your home rehabilitation needs. Many thanks!!

Sincerely,

MAPA Housing Coordinator

APPENDIX C-2

(Waiting List Letter Example)

Dear Housing Rehabilitation Funds Applicant:

MAPA has available program funds from our Owner-Occupied Rehabilitation project. Because your name has been on a waiting list for these future funds, we are giving you an opportunity to request an application for consideration and qualification to utilize these funds.

All applications, regardless of when they are received, will be considered on a "First-Ready, First-Served" basis; therefore, it is important that you provide all required documentation with your completed application, to be considered as early as possible for these funds.

Attached you will find a "Checklist of Required Documents for Program Eligibility Determination." I encourage you to begin gathering these documents, as they will be required to be submitted with the full application.

To receive an application packet, please return the enclosed self-addressed, stamped postcard within 30 days of the date of this letter. If we do not hear from you by the end of 30 days, we will take that as your indication that you no longer have an interest in participating. It is very important to express your interest as soon as possible. So, please do not wait until the end of the 30 days to return the postcard.

We hope to assist you with your home rehabilitation needs. Many thanks!!

Sincerely,

MAPA Housing Coordinator

APPENDIX C-3

Checklist of Required Documents for Program Eligibility Determination

This Checklist is provided to help you through the process of gathering the documentation we need in order to determine your eligibility for the Housing Rehabilitation Program (Program). Please provide these items with your Housing Application. If not, this will delay the process for you.

- Copy of Social Security cards of all household members.**
- Copy of most recent bank statements.** Provide at least one full month's worth of activity.
- Copy of most recent year's federal income tax return (full set of forms).** If you do not file taxes, we need signed letter stating this.
- Copy of most current pay stubs of all occupants of household (if working).** If you are self-employed, we need a copy of your last three years' federal tax returns – complete sets. We average your income over the last 3 years to project ahead for the next year.
- Employer Verification Form for each working household member (see enclosure).** You must complete and sign the top section of this form and the bottom section must be completed by your employer. The form is to then be returned to us by your employer. Contact us if you need additional copies. If you are not employed, indicate such on the Household Survey.
- Asset on Deposit Form for each of your Banks (see enclosure).** You must complete and sign the top section of this form and the bottom section must be completed by your Bank. The form is to then be returned to us by the Bank. Contact us if you need additional copies. If you do not have any bank accounts, indicate such on the Household Survey.
- Documentation of Other Assets.** If you have an investment account, such as stocks, a retirement account or an IRA, we need a statement from the financial institution where this account is held giving us the balance of this account. If you have a whole life insurance policy, we need a statement from the insurance company reflecting its value. These assets must be considered with your application.
- Copy of paid receipt of real estate property taxes.** If you are homestead exempt and do not pay property taxes, we need a tax receipt showing no taxes are due, or we need a copy of the approved Homestead Exemption Application.
- Copy of the declarations page from your current homeowners' insurance policy.** If your home is not insurable due to its physical condition, we need a statement from an insurance agent identifying home improvements required in order to insure your home. You will be required to put funds in escrow to cover the cost of homeowners' insurance if you are approved for the Program and the repair items needed in order for your home to be insurable are a part of the rehabilitation plan.
- Copy of Property Deed.** If you cannot locate this, please contact your County's Clerk.

- Documentation of Social Security Income, if applicable.** If you receive Social Security Benefits, we need a copy of the Social Security Benefits Statement you received from the Social Security Administration (usually in December) outlining your monthly benefits for the current / upcoming calendar year. **Not your 1099 from the SSA.**
- Documentation of Child Support.** If you're receiving any child support or are eligible to receive child support, we need a statement from Health and Human Services documenting the payments you've received over the last 12 months.
- Signed Releases for USDA-Rural Development and the Weatherization Program if applicable (see enclosures).**

Please feel free to contact us if you have any questions. We look forward to working with you.

MAPA Housing Coordinator

APPENDIX D
(Contractor Letter Example)

Dear Contractor:

MAPA is pleased to announce that we have received a Notice of Award for Owner-Occupied Rehabilitation Grant funds that should be available soon for eligible households in our community.

Once a household is considered qualified and approved for the Housing Rehabilitation Program (Program), homeowners are then required to seek bids for the rehabilitation work.

Because you have indicated an interest in working with MAPA on this Program, or worked on similar housing programs in the region, we are giving you an opportunity to be placed on an "Interested Bidder" listing for participating homeowners to contact for home rehabilitation work.

To give us permission to be placed on the "Interested Bidder" listing, please return the enclosed, self-addressed, stamped postcard.

The Program will consider bids from general contractors who have either successfully completed the HUD sponsored "Lead Safe Practice Training Course", or from contractors who have agreed to attend/complete the training, especially on projects where lead-based paint situations are found.

As you are aware, MAPA will also confirm registration of your firm with the Nebraska Department of Labor as required by state and local regulations. In addition, the Program requires your firm to comply with the insurance and bonding requirements of Valley and Waterloo, Nebraska.

We hope to partner with you to improve housing in Valley and Waterloo, Nebraska. Many thanks!!

Sincerely,

MAPA Housing Coordinator

APPENDIX E

MAPA 2017 Housing Rehabilitation Program

Lead Based Paint Procedures

MAPA will work diligently to keep abreast of HUD's lead-based paint regulations. Following is a summary of efforts to disseminate information to contractors, paint inspectors and risk assessors:

- Contractors: The Housing Rehabilitation Program (Program) will consider bids from general contractors who have successfully completed the HUD sponsored "Lead Safe Practice Training Course".
- Risk Assessors: Administrative staff members who have successfully completed the necessary coursework and training and are Certified Paint Inspector and Risk Assessors. MAPA will utilize the services of certified paint inspectors and risk assessors to perform lead-based paint inspections, risk assessments and clearance examinations.

Organizational Rehabilitation Procedures:

1. Program Planning: MAPA will work to develop guidelines that will comply with state and federal lead-based paint requirements.
2. Program Set-up: MAPA will follow all applicable rules and regulations to ensure that the lead based paint issues are addressed on housing units that receive financial assistance. MAPA will notify clients of lead-based paint requirements.
3. Client Outreach and Intake: Each potential Program participant will be notified as to the dangers of lead-based paint, where lead-based paint can be found, measures to protect/reduce lead hazards and safety measures to undertake should the unit be rehabilitated. Each homeowner will sign the federal notification form "Watch Out for Lead Based Paint Poison" acknowledging that they have received the pamphlet entitled "Protect Your Family from Lead in Your Home" and receive basic instructions as to its contents.
4. Specifications and Feasibility: Homeowners participating in the Program will be limited in financial assistance. Therefore, each applicant's housing unit will be reviewed on a case-by-case basis to determine the feasibility of addressing lead-based paint issues.
5. Bidding and Contracts: The program will consider bids from general contractors who have either successfully completed the HUD sponsored "Lead-Safe Practice Training Course". Prior to bid submittal, interested contractors must provide either:
 - A certificate showing their company has received and successfully passed a HUD sponsored lead-based paint training course; or,
 - Provide proof of registration to attend a HUD sponsored lead-based paint training course. This proof will include, but not be limited to, a copy of the completed registration form and receipt of payment. Upon completion of the course, the contractor must provide a certificate that they have successfully completed the training.

6. Construction Monitoring: Upon contract award, the contractor will be reminded that while he/she is addressing lead-based paint issues on the interior/exterior of the house, they must conform to all practices and construction applications that are stated in the work write-up, specifications and training that they have received in the HUD sponsored training course "Lead-Safe Work Practices Training". Monitoring of the contractor's work and corrective measures will be completed at appropriate intervals during the construction phase and a wipe test will be completed by a certified Risk Assessor at the completion of construction activities. A clearance report must be issued prior to MAPA approving payment.
7. Warranty and Evaluation: At the time of the final inspection, a wipe test will be performed by a certified Risk Assessor to ensure that levels of lead-based paint meet state and federal regulations, or if the contractor would need to re-clean and reschedule another clearance test.

APPENDIX F

MAPA 2017 Housing Rehabilitation Program Program Income Reuse Plan

Introduction

As described in the 2017 Housing Rehabilitation Grant Application which has been submitted to the NAHP cycle administered by the Nebraska Department of Economic Development, MAPA has undertaken comprehensive needs identification processes and a variety of public meetings. As a result of this process, MAPA has realistically evaluated the resources in the joint community undertakings and has developed successful work plans that are being supported by its residents. Among the needs identified is the rehabilitation of deteriorating housing stock. Goals established in the MAPA Rehabilitation Program are:

- To increase the number of good, habitable dwelling units by improving existing housing.
- Improve the health and safety of living conditions in the target counties and communities.
- Improve the desirability of housing in the target counties and communities.
- To preserve and enhance housing stock for future generations.
- To discourage the abandonment or neglect of residential dwelling units.
- To promote continued home ownership.
- To increase local employment.

Program Income

- MAPA will use program income to further affordable housing programs eligible under the Nebraska Affordable Housing Act.
- Program income is those funds returned to the Grantee during the Affordability Period when a property is sold or is no longer the initial or subsequent homeowner's principal residence.
- Income funds will be utilized for the current project provided the current project has not been completed prior to requesting any additional NAHP funds.
- MAPA understands that if program income is utilized for another housing related activity, other than those activities from the original application that generated the program income, MAPA will be responsible for developing and utilizing new program guidelines for the new **eligible** activity.
- Up to 10% of program income may be utilized for General Administration expenses.
- The amount of program income **recaptured** cannot exceed the net proceeds of the owner. Net proceeds is defined as the sales price minus superior loan repayment (apart from

NAHP funds invested) and any closing costs. Resale provisions are not utilized for this project.

Capacity

MAPA will provide professional services to assist the management of housing rehabilitation services during the course of the proposed Housing Program/project. This opportunity will provide valuable hands-on experience in setting-up and maintaining a housing program. In addition, MAPA can provide continued technical assistance and necessary documents to local personnel to operate and maintain a housing program after the current grant period expires.

Housing Program Guidelines

MAPA has adopted Housing Program guidelines that will be used throughout the initial project period. After the grant period expires, MAPA will continue to utilize these Guidelines with only the following minimal changes to streamline the process:

Applications for financial assistance will be available from, and when completed, submitted to the Valley and Waterloo City Clerk's offices, city staff, or persons retained specifically to assist in the management of the program. The applications will be reviewed for eligibility and a deficiency list inspection performed to develop a schedule of recommended improvements according to the appropriate building code and/or NDED Minimum Standards for Rehabilitation. The applicant will then be responsible for obtaining work proposals.

- Nothing herein shall be interpreted to require that MAPA grant approval to any project. MAPA reserves the sole right to accept or reject any and/or all of the applications for financial assistance.
- MAPA, after consideration and recommendation from the Review Committee, shall make the final decision to approve or reject any application within the corporate limits of communities involved in the program.
- Should MAPA decide to utilize program income for another housing related activity, MAPA is responsible for developing and utilizing new program guidelines for a new eligible activity.

NDED Approval for Reuse

Program income funds recaptured under this program will be tracked by MAPA under a specific designated number/name in the accounts. All program income recaptured will be retained by MAPA for future use to further invest into housing related activities as outlined in the 2017 application. MAPA acknowledges that it may also return the funds to the NDED upon communication with and approval of NDED.

Compliance

Under this plan, MAPA certifies that only those applicants, whose annual gross household income is less than the income limits as established for the county by the Dept. of Housing and Urban Development (HUD) under the Section 8 Housing and Assistance Payments Program shall be eligible for financial assistance. Income levels may be adjusted as they are adjusted and approved by HUD. Annual Gross Household Income will be reviewed according to 24 CFR 5.609.

MAPA hereby certifies that, as applicable, it will comply with the following laws, regulations and requirements:

- Title I of the Housing and Community Development Act of 1974, as amended.
- Civil Rights and Equal Opportunity Provisions
- Environmental Standards and Provisions
- Labor Standards and Provisions
- Fair Housing Standards and Provisions
- Hatch Act of 1938, as amended

Financial Management

MAPA will use its existing financial management system and will create a separate “Housing Program Income Reuse Fund” to track payments received and disbursed. Up to 10% of program income may be utilized for General Administrative expense.

Resolution No. 2019 - 04

**MAPA FOUNDATION RESOLUTION AMENDING THE MAPA HOMEOWNER
REHABILITATION GUIDELINES**

WHEREAS, the MAPA Foundation has been awarded funding from the Nebraska Affordable Housing Trust Fund (NAHTF) to establish a Homeowner Rehabilitation Program in Valley and Waterloo; and

WHEREAS, the MAPA Foundation Board of Directors previously approved the MAPA Homeowner Rehabilitation Guidelines which is required by NAHTF Program; and

WHEREAS, staff recommends amendment to the MAPA Homeowner Rehabilitation Guidelines as suggested by the Nebraska Department of Economic Development; and

RESOLVED, that the MAPA Rehabilitation Program Guidelines are hereby amended as attached hereto.

Passed this 30th day of August, 2018.

Rita Sanders, Chairperson
MAPA Foundation Board of Directors



CDS Inspections and Beyond, Inc.

53506 862 Road
Plainview, NE 68769
Phone / Fax: 402-582-3580
Cell: 402-841-2142
Email: info@cdsne.com
Visit us at www.cdsne.com

August 13, 2018

Don Gross
Community and Economic Development Manager
Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102

Dear Don,

In response to your request for proposals for Housing Rehabilitation Inspection Services (aka Housing Administration Services) for the Metropolitan Area Planning Agency's recently awarded Owner-Occupied Housing Rehabilitation (OOR) Program funds targeting 10 homes in the Cities of Valley and Waterloo, CDS Inspections & Beyond, Inc. (CDS), wishes to be considered for performing the technical and professional services necessary to provide a successful outcome for this Nebraska Department of Economic Development (NDED) NAHTF project. This proposal is for a three-year term and may also include other communities to be determined in Douglas, Sarpy and Washington Counties.

Enclosed with this letter you will find our Statement of Qualifications. Thank you for giving us this opportunity to provide our expression of interest and proposal for the requested services.

Again, we thank you for this opportunity.

Sincerely,

Certified Housing Quality Inspector
Leigh Alexander, Certified Grant Administrator
Lead Abatement Risk Assessor – Nebraska Certification #77
Asbestos Inspector / Management Planner – Nebraska Certification #906
Radon Measurement Specialist – Nebraska Certification #373
InterNACHI Certified Mold Inspector

Enclosures

CDS Inspections & Beyond, Inc.

53506 862 Road | Plainview, NE 68769 | Phone/Fax (402) 582-3580

Statement of Qualifications – Housing Rehabilitation Inspection Services

Proposal Date: August 13, 2018

Section 1 – Firm Experience and Qualifications

Randy Alexander and Leigh Alexander are the sole shareholders of CDS and they employ two full-time (Chris Holton and Kelli Mosel) and one part-time (Riley Alexander) staff. No single staff member is assigned to any given project because each employee is primarily responsible for certain duties for each grant we administer. Randy & Leigh perform the physical inspections of the homes, although Randy is the sole initial home inspector where rehab needs are determined and from which cost estimates are prepared. Although Chris and Kelli are assigned to perform certain tasks for each grant, they are both cross-trained on all office-based duties, with the exception of transcribing data for our initial lead reports, which is performed by Chris. Riley's sole function is to serve as a back-up to Chris on lead reports. Chris and Kelli have worked for CDS for 15 years and 8 years, respectively. Riley has worked for CDS on and off for 10 years. She is Randy & Leigh's daughter.

For CDS, Leigh is a CDBG Certified Grant Administrator (since 2000) and supervises all office-based work. Randy serves as the Housing Rehabilitation Specialist with 20 years of experience working with NDED's Minimum Rehab Standards. Randy and Leigh hold numerous certifications and have been working as a team since 2000 performing housing administration & inspection services for Owner-Occupied Rehab (OOR) projects for a number of grantees across the State (see Attachment 1 for Certificates/Licenses). These grantees have been non-profit agencies, NE Development Districts, counties and communities. Leigh and her staff have processed over 1500 housing program applications for no less than 80 different programs for residents in at least 50 different Nebraska communities. Randy performed the initial home inspections for all eligible applicants/homes.

A Housing Rehabilitation Specialist for an OOR program performs five primary tasks, which include both office and field-based work. With specific consideration given to NDED's Income Determination requirements and Minimum Rehab Standards, these are as follows:

1. Determine applicant eligibility (e.g., income & home ownership) and property eligibility (e.g., homeowner's insurance, taxes paid, floodplain status).
2. Inspect qualified prospective homes for significant health, safety and structural issues, as well as other rehab needs/wants identified by the homeowners, and coordinate this activity with any necessary lead-based paint evaluations (if pre-1978 home);
3. Prepare Work Write-ups for each project;
4. Evaluate bids, issue contractor contracts, facilitate the pre-construction conference(s) with the homeowner and contractor(s), and oversee the actual rehab of the home, which includes addressing any required relocation of the homeowners due to lead-based paint hazards; and
5. Perform interim/final inspections and verify completion of work, approve all work invoices and arrange any lead-based paint clearance testing that is required.

See Attachment 2 for a general overview of the Housing Administration and Rehab Process of CDS.

Randy, Leigh and CDS staff have been responsible for performing the above-mentioned tasks for all the OOR projects they have administered. **CDS has NO unresolved findings from the State as a result of its monitoring visits of the housing programs they have administered. This is a clear indication that their technical expertise in this area is outstanding.**

Section 2 – Experience in CDBG & NAHTF Requirements

Quality of work, timeliness and cost control are all aspects of performance. Key indicators of performance with housing programs are extension requirements and meeting program targets or goals. CDS has successfully met or exceeded the target number of homes for each project and completed these in a timely manner. The table below lists the requested information for OOR projects performed in the last 5 years.

City	Contact Person	Contact Phone Number	General Administrator	Gen. Administrator Phone Number	Number of Homes Assisted
Aurora	Barbara Mikkelsen	(402) 694-6992	Central Nebraska Economic Devt., Inc.	Judy Petersen (402) 340-0106	10
Central City	Chris Anderson	(308) 946-3806	Central Nebraska Economic Devt., Inc.	Judy Petersen (402) 340-0106	6
Butte	Shanna Brooks	(402) 775-2426	Central Nebraska Economic Devt., Inc.	Judy Petersen (402) 340-0106	6
CNED – Regional OOR	Judy Petersen	(402) 340-0106	Central Nebraska Economic Devt., Inc.	Judy Petersen (402) 340-0106	11 (2013 OOR) 8 (2016 OOR)
Lincoln County	Nancy Striebel	(308) 534-5095	Lincoln County CDC	Nancy Striebel (308) 534-5095	14 (2013 OOR) 9 (2016 OOR)
Long Pine	Nadine Baxter	(402) 273-4120	Central Nebraska Economic Devt., Inc.	Judy Petersen (402) 340-0106	5
Nebraska Housing Developers Assoc.	Amber Marker	(402) 435-0315	Nebraska Housing Developers Assoc.	Amber Marker (402) 435-0315	6
Plainview	Michael Holton	(402) 582-4928	CDS Inspections & Beyond, Inc.	(402) 582-3580	9
Wolbach	Bonnie J. Gilpin	(308) 246-5278	Central Nebraska Economic Devt., Inc.	Judy Petersen (402) 340-0106	4

NDED's requirements for the Housing Administration of NAHTF OOR programs versus CDBG OOR programs is minimal. NDED has modeled its NAHTF OOR program after the CDBG OOR program. The primary differences for the housing administrator are that CDBG grants have more reporting requirements and NAHTF funds may accept applicants at a higher income level. The biggest differences between NAHTF and CDBG funds impact the grant writers and the general administrators. In the last 20 years CDS has administered over 80 OOR programs funded with HOME, CDBG or NAHTF dollars. The major differences among all three funding sources has always been the reporting and record keeping requirements. Homeowners in an OOR program never see the difference.

Section 3 – Costs

CDS will provide Housing Management Services for the MAPA's 10-home OOR program for \$25,000, which averages out to \$2,500 per home. This fee represents a reasonable rate for the services necessary to administer a successful program and provide the high quality of work currently associated with CDS. Services included in this fee are processing applications, performing initial/interim/final inspections, preparing preliminary and final loan closing documents, filing liens, reviewing bids, issuing/monitoring contractor contracts, fielding homeowner and contractor questions, dispute resolution activities, reviewing invoices and preparing claim forms for payment, and, if applicable, coordinating projects with USDA-RD and Weatherization. This list is not complete because each project is unique and may require something out of the norm.

CDS performs the housing rehabilitation specialist and administration services for a number of grantees during the same time period. Staff are performing activities for different grants at any given moment, so it is not possible to provide an honest itemization of per unit fees. Some grants require more travel, more contractors, and more hand-holding of homeowners, while others require more home inspections to reach the target number for the grant. There are too many variables for an OOR project. CDS is a for-profit corporation and Randy and Leigh do not receive salaries, so every effort is made to maximize use of time, especially windshield time. Inspections are coordinated and several may happen in one day that are all for different grantees.

Section 4 – Projects for 2018-2019 and Availability

CDS is currently administering the following OOR grants (contract end date follows grant info):

Comstock-6 homes (11/19); Greeley-6 homes (11/19); Central Nebraska Economic Development, Inc.-8 homes (11/18); CORE Development-7 homes (11/19); North Platte-12 homes (11/18); Gothenburg-12 homes (12/18); Alma- 8 homes; Palmer-8 homes (11/19).

Each of the above grants is in a different stage of completion. CDS has administered as many as 6 new grants in one year (along with wrapping up existing grants) with Randy as the only field staff and Leigh plus one full-time office staff. CDS has both a public side and a private side of its business. Over the last 2 years the efforts were split fairly evenly between public and private work. Now staff will shift most all of their time to administering publicly funded grants. Randy and Leigh are committed to and known for their high quality of work. If additional staff are needed to maintain their commitment to a superior quality of work if selected to administer this MAPA grant, then CDS will secure more staff.

Respectfully Submitted:



Leigh Alexander, President
CDS Inspections & Beyond, Inc.

Attachments:

1. Randy and Leigh's Certificates / Licenses
2. Housing Administration / Rehabilitation Process followed by CDS
3. Letter of Endorsement

Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date:	Thu Aug 17 11:48:00 2017
License Number:	1127
Profession:	Asbestos
License Type:	Asbestos Inspector

General License Information

Name on License	Randy L Alexander
Country	United States
Profession Name	Asbestos
License Type	Asbestos Inspector
License Number	1127
Date of Issuance	08/15/2011
Date of Expiration	08/15/2019
License Status	Active
Effective Date of Status	08/15/2011
Reason for License Status	License Issuance

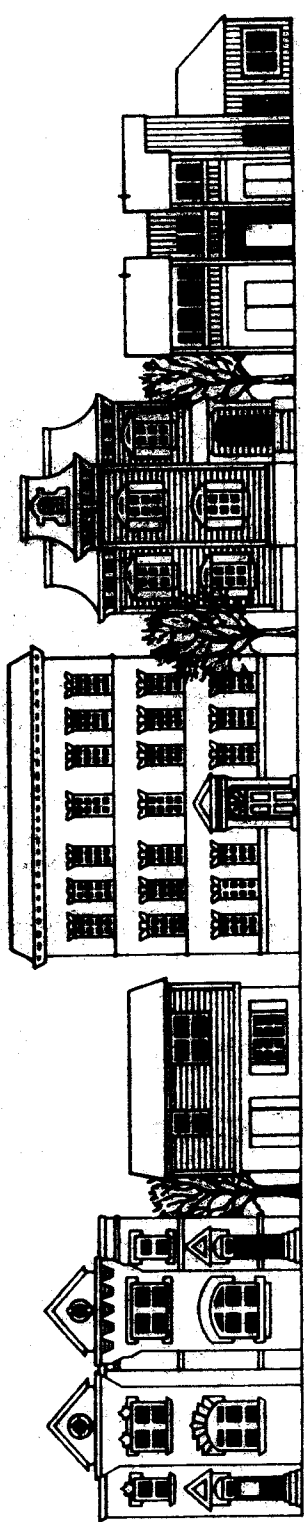
School Information

School	Date
None on record at this time	

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start	End	Disciplinary/Non-disciplinary Action
None on record at this time		



COMMUNITY REVITALIZATION TRAINING CENTER

This is to certify that

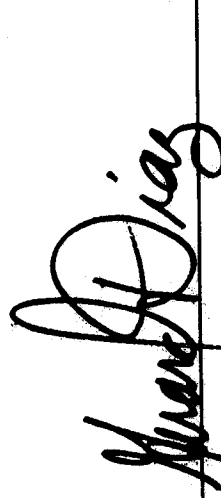
Randy Alexander

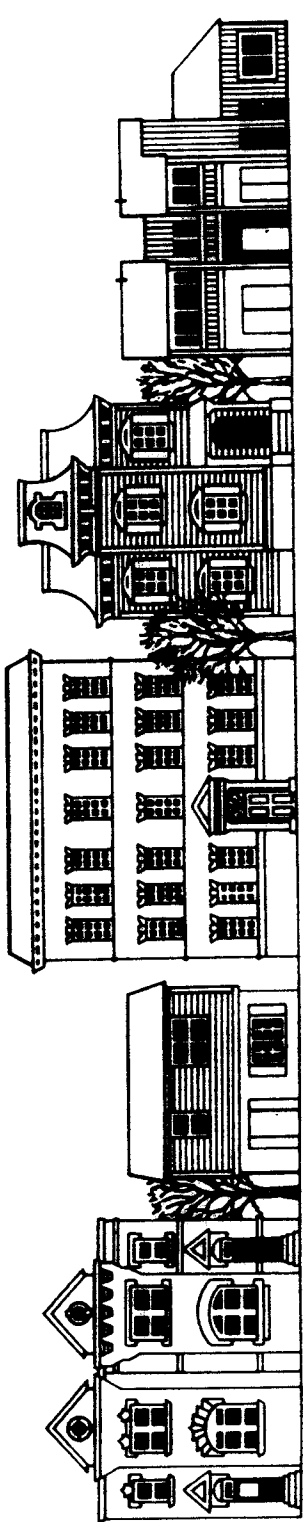
has successfully completed the CRTC course

Codes and Standards in Housing Rehabilitation

February 8-9, 1999


Lead Trainer


Gerard Diaz
Director, CRTC



COMMUNITY REVITALIZATION TRAINING CENTER

This is to certify that

Randy Alexander

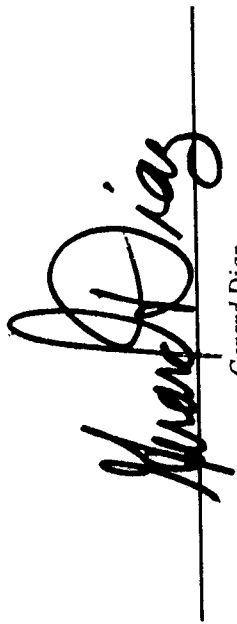
has successfully completed the CRTC course

Rehabilitation Construction Management

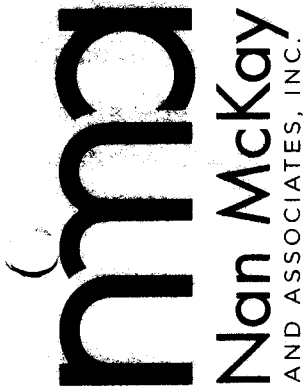
February 18-20, 1998



Lead Trainer



Gerard Diaz
Director, CRTC



Nan McKay
AND ASSOCIATES, INC.
1855 Gillespie Way El Cajon, CA 92020
800.783.3100 ■ www.nanmckay.com

HCV Housing Quality Standards Specialist

Be it known by this certificate that

Randy Alexander

Has fulfilled the certification requirements of
Nan McKay & Associates, Inc. and NMA
University, by successful completion of the
HCV Housing Quality Standards Examination

Nan McKay
Nan McKay, President

10/22/2014
Date

Continuing Education Units: 1.9



Nan McKay & Associates has been reviewed and approved as an Authorized Provider by the International Association of Continuing Education and Training (IACET), 9405 Greensboro Drive, Suite 800, McLean, VA 22102.



Nan McKay & Associates is registered with the National Association of State Boards of Accountancy (NASBA) as a provider of continuing professional education for the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual credit hours. CPE credits are awarded for registered sponsors only as addressed in the National Registry of CPE Sponsors, 130 Forest Avenue North, Suite 700, Nashville, TN, 37219-2417, www.nasba.org. In accordance with the standards of the National Registry of CPE Sponsors, CPE credits have been granted based on a 60-minute hour. CPE Sponsor ID# 101539

Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date: Mon Feb 13 15:01:36 2017
License Number: 906
Profession: Asbestos
License Type: Asbestos Management Planner

General License Information

Name on License Leigh A Alexander
Country United States
Profession Name Asbestos
License Type Asbestos Management Planner
License Number 906
Date of Issuance 02/01/2013
Date of Expiration 02/01/2018
License Status Active
Effective Date of Status 02/01/2013
Reason for License Status License Issuance

School Information

School	Date
Regional Radon Training Center	05/10/2016

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start	End	Disciplinary/Non-disciplinary Action
None on record at this time		

Certificate of Completion

This certificate is awarded to

Leigh A. Alexander

For successfully completing the International Association of Certified Home Inspectors' online course and examination on the topic of
Safe Practices for the Home Inspector



Issued by the International Association
of Certified Home Inspectors
1750 30th Street
Boulder, CO 80301

Issued On: 1/31/2012
Exam Code: EDU-0000-3267-26
Credit Hours: 4 Hours

Certificate of Completion

This certificate is awarded to

Leigh A. Alexander

For successfully completing the International Association of Certified Home Inspectors' online course and examination on the topic of

Mold Inspection



Issued by the International Association
of Certified Home Inspectors
1750 30th Street
Boulder, CO 80301

Issued On: 1/31/2012
Exam Code: IEDU-0000-3267-78
Credit Hours: 12 Hours

Certificate of Completion

This certificate is awarded to

Leigh A. Alexander

For successfully completing the International Association of Certified Home Inspectors' online course and examination on the topic of
25 Standards Every Inspector Should Know



Issued by the International Association
of Certified Home Inspectors
1750 30th Street
Boulder, CO 80301

Issued On: 2/1/2012
Exam Code: EDU-0000-3269-33
Credit Hours: 5 Hours



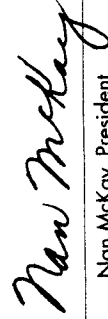
1855 Gillespie Way El Cajon, CA 92020
800.783.3100 • www.nanmckay.com

HCV Housing Quality Standards Specialist

Be it known by this certificate that

Leigh Alexander

Has fulfilled the certification requirements of
Nan McKay & Associates, Inc. and NMA
University, by successful completion of the
HCV Housing Quality Standards Examination


Nan McKay, President

10/22/2014

Date

Continuing Education Units: 1.9



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Process for Housing Rehabilitation

- Review application to determine income and property eligibility.
- Perform initial home inspection.
- Submit work write-up to project approving body.

Upon decision of the Housing Board to fund a specific project, the following steps will be taken:

- Housing Administrator will prepare and send to homeowners a set of preliminary loan documents. These must be signed and returned before any work can begin. The signed and notarized Deed of Trust will be filed with the appropriate County Register of Deeds to place a lien on the property.
- Referred to USDA – Rural Development and weatherization for consideration under those Programs – if applicable.
- The applicant will attempt to solicit more than one bid from contractor(s). The Housing Administrator will document the number of bids received in the file. For work involving lead-based paint, the contractor(s) must be appropriately trained, and provide documentation demonstrating such training. The applicant will forward all bids to the Housing Specialist to review prior to selection of the contractor. The Housing Rehabilitation Specialist will alert the applicant to any red flags or concerns regarding the bids, and then the applicant will make his or her final selection.
- Temporary relocation needs will be determined between the homeowner and the Housing Rehab Specialist.
- Temporary relocation requirements will be addressed with the contractor to determine his ability to work within time constrictions;
- All costs related to any temporary relocation of the owner-occupants required as a result of the rehab work funded through this Program will be the responsibility of the homeowner.
- Housing Rehab Specialist will issue a contract for all parties to sign.
- Once the signed contract is returned to the Housing Rehab Specialist, s/he issues a Notice to Proceed to the contractor.
- Contractor performs the work with progress inspections made by the Housing Rehab Specialist as needed. Inspections will be made as the work progresses. Final payment inspections are made as well.
- Contractor Payment Request form is submitted by the contractor to the homeowner or the Housing Rehabilitation Specialist and must be approved by both. Payment for contractors will be issued by the Grantee. Checks are issued in both the homeowner and contractor names. The homeowner(s) is to endorse the check and forward it to the contractor. By endorsing the check, the homeowner(s) indicates his or her satisfaction with the work performed. Any concerns about the performance of the contractor should be presented to the Housing Rehabilitation Specialist as soon as they arise so he may assist in mediating / resolving the issues.
- Housing Rehab Specialist should be notified of any changes in the work so that he can determine eligibility of the new plans, as well as funds availability, and issue a change order if indicated.
- Housing Rehab Specialist will perform a final inspection to insure all repairs have been completed according to project specifications before final payment is made and that all homes meet NDED minimum rehabilitation standards.
- For those homes that require Clearance Testing due to lead-based paint, this testing will be performed in compliance with HUD's regulations before reoccupation of the rehabbed area/dwelling.
- Contractor files Final Pay Request. A waiver of lien will be required from each contractor.
- Homeowner enters into a formal loan agreement with the lien holder once all work is complete and all contractors paid in full.



Central
Nebraska
Economic
Development
District



August 13, 2018

Don Gross, Community and Economic Development Manager
Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102

Dear Mr. Gross:

On behalf of the Central Nebraska Economic Development District and the Central Nebraska Housing and Economic Developers, I am honored to endorse the housing administration and lead-based paint services that Leigh and Randy Alexander of CDS Inspections & Beyond provide across the state.

CDS Inspections & Beyond has been our lead housing administrator/lead-based paint inspector since 2006. CDS has provided these services for our owner-occupied rehabilitation programs, down payment assistance/minor rehab programs, rental rehabilitation programs, and new construction of homes for sale and rent. Since that time our Central Nebraska region has been awarded over \$7.8 million in housing grant funds, and CDS has been an integral partner in these programs.

CDS is tremendous to work with. They are a total service business whose primary goal is to address vital housing needs for consumers, coordinate with contractors, and provide the best services to grantees and communities.

I would be glad to discuss in more detail the tremendous partnership that CNEDD and CNHED has with CDS Inspections & Beyond. Just give me a call at 402-340-0106.

Sincerely,

Judy Petersen
Executive Director



RESOLUTION 2019-05

MAPA FOUNDATION RESOLUTION SELECTING CDS INSPECTIONS TO PERFORM LEAD BASED PAINT AND REHABILITATION INSPECTION SERVICES.

Whereas, the MAPA Foundation has been awarded funding for the Nebraska Affordable Housing Trust Fund (NAHTF) administered by the Nebraska Economic Development Department (NDED) to establish a Homeowner Rehabilitation Program in Valley and Waterloo;

Whereas, lead based paint and rehabilitation inspection services are necessary to successful implement the Homeowner Rehabilitation Program;

Whereas, a request for proposal was issued and published for said inspection services; and

Whereas, two responses (Alloy Specialty and CDS Inspections) were received in response to the request for proposal; and

Whereas, after review and consideration, staff recommends CDS Inspections be retained to provide lead based paint and rehabilitation inspection services for the Homeowner Rehabilitation Program; and

Whereas, the cost for lead based paint services is \$15,000 and rehabilitation inspection services is \$25,000.

Resolved, by the Board of Directors of MAPA Foundation that Greg Youell, Executive Director of the Metropolitan Area Planning Agency, is hereby authorized to execute a services agreement between the MAPA Foundation and CDS Inspections subject to the release of Funds from NDED.

Passed this 30th day of August 2018

Rita Sanders, Chairperson
MAPA Foundation Board of Directors

**NIFA MATCH PROGRAM AGREEMENT
BETWEEN
NEBRASKA INVESTMENT FINANCE AUTHORITY (NIFA)
AND
MAPA FOUNDATION (RECIPIENT)**

2 THIS NIFA MATCH PROGRAM AGREEMENT (“**Agreement**”), dated August 2018, is entered into by and between the undersigned recipient (the “**Recipient**”) and the Nebraska Investment Finance Authority (“**NIFA**”), a body politic and corporate, not a state agency, but an independent instrumentality, organized and existing pursuant to the laws of the state of Nebraska.

1. **Scope of Agreement.** The Recipient has received (i) an LB 518 Program award (the “**LB 518 Award**”) in the amount set forth in Appendix A from the Rural Workforce Housing Fund administered by the Nebraska Department of Economic Development (“**DED**”) and (ii) match awards from the local sources identified in Appendix A and in the amounts set forth in Appendix A (collectively, the “**Local Match**”). In connection with the LB 518 Award and Local Match, NIFA hereby provides to the Recipient a grant in the amount set forth in Appendix A (the “**NIFA Match**”), such NIFA Match to be used by the Recipient in accordance with the terms and conditions of this Agreement. Within 30 days of the date of this Agreement, the Recipient shall provide to NIFA evidence that the LB 518 Award and the Local Match have been deposited by the Recipient into the Recipient’s Investment Fund (as described below).

2. **Purposes of NIFA Match.** The Recipient shall deposit the NIFA Match into the local investment fund (the “**Investment Fund**”) previously created by the Recipient in accordance with the provisions of the Nebraska Rural Workforce Housing Investment Act (Neb. Rev. Stat. §81-1226 et seq.) (the “**RWHI Act**”) and certified by the Director of DED to encourage development of workforce housing in rural communities of the state of Nebraska (the “**State**”). The NIFA Match so deposited into the Investment Fund shall be used solely for the purposes of developing workforce housing programs and projects (collectively, the “**Project**”) as described in the Recipient’s NIFA Match Application (the “**NIFA Match Application**”) (which NIFA Match Application is incorporated herein by reference and made a part of this Agreement) and in accordance with the NIFA Match Program Guidelines (the “**NIFA Match Program Guidelines**”), the application (the “**LB 518 Application**”) submitted by the Recipient to DED in connection with the LB 518 Award and the Rural Workforce Housing Investment Program Contract (the “**LB 518 Contract**”) entered into between the Recipient and DED.

3. **Term of Use.** Amounts representing the NIFA Match to be used in connection with the development of the Project must be repayable to the Recipient. When repaid to the Recipient’s Investment Fund, the NIFA Match shall continue to be used by the Recipient in accordance with the terms of this Agreement for additional Projects meeting the terms of this Agreement and the NIFA Match Program Guidelines for a minimum of ten (10) years from the date first used for the Project identified in the NIFA Match Application or as otherwise pre-approved in writing by NIFA.

4. **Revolving Fund.** The Recipient may NOT use amounts representing the NIFA Match to make a grant to any party. Amounts representing the NIFA Match shall be used by the Recipient to establish and continue a financing structure that provides for a revolving fund. The NIFA Match deposited into the Recipient's Investment Fund and/or to make loans shall be invested in such a manner as to receive a rate of return at least equal to the rate of inflation¹.

The NIFA Match shall be accounted for by the Recipient separately from the LB 518 Award, the Local Match and any other funds in the Investment Fund. All amounts representing NIFA Match disbursed from the Investment Fund by the Recipient shall be supported by contracts, invoices and other documentation as appropriate to evidence the obligation to repay such amounts and the purposes of the disbursements.

5. **Specific Authorized Uses.** The NIFA Match shall be provided by NIFA to the Recipient by wire or check made payable to the pre-approved Investment Fund of the Recipient upon the execution of this Agreement and may be used by the Recipient for the following in connection with workforce housing:

- leveraging of loans or other contractual obligations consistent with the NIFA Act in conjunction with other parties (e.g., participations in loans/guarantees)
- loan guarantees
- loan subsidies
- direct loans for lot development or construction of buildings
- capitalizing reserve funds
- standby or conditional "take-outs" of loans
- permanent loans for purchase or rehabilitation of structures
- providing technical assistance in connection with the development of workforce housing (such amount not to exceed 10% of the total amount of NIFA Match)
- such other purposes approved in advance and in writing by NIFA that comply with the provisions of LB 518, the NIFA Match Program Guidelines and the NIFA Act.

The Recipient has indicated in its NIFA Match Application that it intends to use the NIFA Match Funds for the purposes outlined in NIFA Match Application attached hereto and incorporated herein by reference.

6. **Moderate Income Requirement.** A percentage of the units ("**moderate income units**") produced in connection with the use of the NIFA Match (such percentage to be based upon the percentage that the NIFA Match bears to the total cost of the Project or Projects) must be made available to members of the workforce population with moderate income (as defined in the NIFA Match Program Guidelines as household income which does not exceed 150% of the *American Community Surveys-Nebraska Statewide Median Family Income* for a family of four). This moderate income household income limit is subject to change annually and currently the moderate household income limit is \$128,827.50. The percentage of required moderate income units to be included in the Project or Projects is **25.58%** (the "**Moderate Income Requirement**"). The units

¹ The "rate of inflation" used by the Recipient shall be the current inflation rate for the United States as published by the U.S. Labor Department at https://data.bls.gov/timeseries/CUUR0000SA0L1E?output_view=pct_12mths

subject to the Moderate Income Requirement may be apportioned among one or more Projects, so long as the overall percentage of units rented to moderate income persons and families satisfies the Moderate Income Requirement applicable to the NIFA Match and the units subject to the Moderate Income Requirement are substantially similar in quality to other units in the Project or Projects.

7. **Affordability Period.** The affordability period of the moderate income units financed through the use of NIFA Match shall be a minimum of ten (10) years from the date of initial occupancy (the “**Affordability Period**”) of such unit.

8. **Return of NIFA Match.** Any amount of NIFA Match not used by the Recipient in accordance with this Agreement within 24 months from the date of the Agreement shall be returned by the Recipient to NIFA. Any NIFA Match returned or repaid to the Recipient from a Project Party (as hereafter defined) prior to the date three (3) years after the end of the Affordability Period shall be used (unless otherwise approved in writing by NIFA) no later than 24 months from the date of receipt or repayment in accordance with the terms of this Agreement for the production of workforce housing or shall be returned to NIFA.

9. **Recipient’s Project Information.** Information with respect to the Recipient’s Project data (including costs, targeting and operations) submitted in connection with its NIFA Match Application and its LB 518 Application will be subject to review during the implementation and completion of the Project and use by NIFA for purposes of analysis and evaluation of the impact of the NIFA Match Program. Such information, with the exception of “Personally Identifiable Information” (“**PII**”), could become part of the public record, published in NIFA reports and posted on the NIFA public website and the Recipient agrees to such publication of information.

10. **Project Performance Evaluation.** NIFA will use the *Sustainometrics* evaluation model, published by the Joslyn Institute for Sustainable Communities (the “**Joslyn Institute**”), or such other evaluation methodology as NIFA, in its sole discretion shall select, in its analysis of the Recipient’s Project data in order to evaluate the Project’s performance and use of resources in connection with the Project. In the sole discretion of NIFA, NIFA may select and require the Recipient to participate in a review and analysis of its Project data to be conducted by the Joslyn Institute. Recipient shall cooperate fully with the Joslyn Institute if selected to participate. Information about the *Sustainometrics* model can be obtained from NIFA at no cost. Recipient may participate in up to 8 hours of training on the *Sustainometrics* principles and methodology at no cost to Recipient.

11. **Reporting Requirements, Record Keeping and Audits.** Recipient agrees to provide to NIFA no later than February 15 of each year (or on such other date as specified by NIFA), an annual report (the “**Annual Report**”) covering the period from January 1 through December 31st of the preceding year, which Annual Report shall set forth the uses and balance of the NIFA Match in the form of Appendix B attached hereto. Additionally, no later than February 15 of each year (or such other date as specified by NIFA) throughout the 10-year Affordability Period of the Project, the Recipient agrees to provide NIFA with a certification, in the form of Appendix C attached hereto, evidencing compliance during the preceding calendar year by the Recipient and the respective Project participants with the Moderate Income Requirement. The Recipient agrees to allow NIFA, upon request, access to any and all records maintained by the Recipient in

connection with its participation in the NIFA Match Program, this Agreement and the LB 518 Award.

All records relating to this Agreement shall be retained by the Recipient for at least three (3) years after the end of the term of this Agreement. The Recipient agrees to provide NIFA full access to and the right to examine, audit, excerpt or transcribe any of the Recipient's records relating to the Investment Fund and this Agreement. NIFA may conduct performance review monitoring visits of the Recipient and the Investment Fund and may audit the Recipient's records, including records that are related to the LB 518 Award, the Local Match and any other amounts credited to or on deposit in the Recipient's Investment Fund.

The Recipient agrees to have performed, at the Recipient's cost, an annual audit (conducted by an independent certified public accountant) of all of its financial records related to the Investment Fund. A copy of such annual audit shall be provided to NIFA.

12. **Fair Housing Act.** The Recipient shall ensure and certify to NIFA that Project units financed through the use of the NIFA Match comply in all respects with the requirements of the Fair Housing Act (the "**Fair Housing Act**"), 42 U.S.C. 3601-3619, as amended. The Recipient shall provide such certification, in the form of Appendix C attached hereto, no later than February 15 (or such other date as specified by NIFA) of each year throughout the 10-year Affordability Period of the Project.

13. **Compliance with Law, Including the Americans With Disabilities Act.** The Recipient shall ensure and certify that the process of providing resources pursuant to the Recipient's Investment Fund, the development of the Project and the making available and the operation by the Project Party (as defined below) of Project units financed through the use of the NIFA Match and other funds available in the Recipient's Investment Fund comply in all material respects with all applicable federal and Nebraska laws, including, but not limited to, zoning, planning, building and environmental laws ordinances and regulations of governmental authorities having jurisdiction with the development, ownership and operation of the Investment Fund and the Project, including, but not limited to, the Americans With Disabilities Act of 1990 (the "**ADA**"), as amended, the NIFA Match Program Guidelines and the Moderate Income Requirement as set forth herein. The Recipient shall provide the certifications, in the in the form of Appendix C attached hereto, no later than February 15 (or such other date as specified by NIFA) of each year throughout the 10-year Affordability Period of the Project.

14. **Compliance and Compliance Monitoring.** (a) The Recipient shall comply with all aspects of this Agreement, including the reporting and certification requirements contained in this Agreement. The Recipient's failure to comply with such requirements, if left uncured for a period of six (6) months, may, in the sole discretion of NIFA, result in the Recipient and the related Project Parties being ineligible to receive future allocations of the NIFA Match or participate in other NIFA programs (such as technical assistance, Low-Income Housing Tax Credit, etc.) until such event of default shall be cured. If such event is uncured, the Recipient shall return the NIFA Match to NIFA. The Recipient shall file such deed restrictions as necessary (and as approved by NIFA) to ensure that the Moderate Income Requirement is satisfied during the applicable Affordability Period. Such deed restriction shall provide that amounts representing NIFA Match

shall be repaid by the Project Party (defined below) to the Recipient for deposit into the Recipient's Investment Fund.

(b) In any agreement between the Recipient and the respective Project developer, owner or other related party (collectively, the "**Project Party**"), the Recipient shall require that the Project Party shall agree to provide the Recipient evidence, on an annual basis, that the Project Party has complied with all applicable local, state and federal laws, including, but not limited to the Fair Housing Act and the ADA, as well as the NIFA Match Program Guidelines, including, but not limited to the Moderate Income Requirement. Such agreement shall also provide that the Project Party shall provide information regarding the Project and the financing thereof as requested by NIFA and, agree that such information (other than PII) may be published or otherwise made available by NIFA to the public. Additionally, such agreement between the Recipient and the Project Party shall require that an event of non-compliance with the foregoing by the Project Party shall require that the Project Party return the amount of the NIFA Match received by the Project Party to the Recipient. In such event, the Project Party shall be ineligible to receive future allocations of the NIFA Match or participate in other NIFA programs (such as technical assistance, Low-Income Housing Tax Credit, etc.) until such event of default shall be cured.

All provision of this Agreement and the requirements of the NIFA Match Program Guidelines shall be applicable to and binding upon on any Project Party. Upon request, the Recipient shall provide copies of the written agreements entered into between the Recipient and the Project Parties relating to Projects financed with NIFA Match.

15. **Nebraska Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any litigation arising out of or related to this Agreement shall be commenced and maintained solely and exclusively in the state and/or federal courts sitting in Douglas County, Nebraska.

16. **Defaults.** Any failure by the Recipient to perform in accordance with this Agreement shall constitute an event of default herein. Unless otherwise cured by the Recipient within 60 days of notice from NIFA of such event of default, amounts representing the NIFA Match shall be repaid to NIFA by the Recipient.

If any amount of the LB 518 Award or any amount of Local Match (i) is not provided to the Recipient within 60 days of the date of this Agreement or (ii) at any time during this Agreement, is reduced or recaptured, the amount of NIFA Match shall be reduced accordingly based on the percentage of reduction, recapture or amount of LB 518 Award or Local Match not provided to the Recipient.

Any termination of the LB 518 Contract by DED or the Recipient shall result in a termination of this Agreement and, upon such termination, the Recipient shall repay the amount of the NIFA Match to NIFA.

17. **No Assignment of Agreement.** This Agreement may not be assigned by the Recipient without the prior written consent of NIFA.

18. **Notice Addresses.** Notices given by either NIFA or the Recipient pursuant to this Agreement shall be given to the following addresses or such addresses as specified by NIFA or the Recipient:

To the Recipient:

MAPA Foundation
2222 Cuming Street
Omaha, NE 68102
Attention: Mr. Greg Youell
Telephone: 402-689-7571

To NIFA:

Nebraska Investment Finance Authority
1230 O Street, Suite 200
Lincoln, NE 68508-1402
Attention: Mr. Timothy R. Kenny
Telephone: 402-434-3900

19. **Term of the Agreement.** This Agreement shall remain in force and effect for such period as the Recipient continues to use the proceeds of the NIFA Match.

20. **Additional Information.** Upon the execution hereof, the Recipient shall provide NIFA with an IRS For W-9, appropriate wiring instructions and any other information required by State or federal law in connection with providing the NIFA Match to the Recipient.

21. **Amendment of the Agreement.** This Agreement may be amended upon written agreement of NIFA and the Recipient. Additionally, this Agreement shall be deemed amended to adjust to the requirements for eligibility and the authorized uses of the NIFA Match to the extent necessary to harmonize the use of the NIFA Match to the uses and practices described in the RWHI Act and the rules and regulations of the Rural Workforce Housing Investment Fund established pursuant to the Act, as each may be amended from time to time by the Nebraska Legislature and DED.

22. **Publication of Agreement.** Pursuant to the Nebraska Taxpayer Transparency Act (the "Transparency Act"), Neb. Rev. Stat. Section 84-602.01 et seq., this Agreement (including any Appendices attached hereto) is required to be filed in electronic form by NIFA on the website maintained by the Nebraska Department of Administrative Services or other site permitted by the Transparency Act and accessible to the public. In addition, certain disbursements in connection with this Agreement will be made public by NIFA and posted on a website in accordance with the Transparency Act. By entering into this Agreement, the Recipient agrees to the publication by NIFA of the information and contractual agreements required by the Transparency Act.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered.

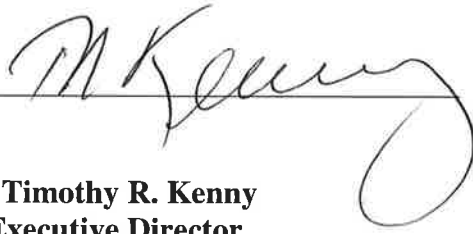
RECIPIENT

NIFA

MAPA FOUNDATION

**NEBRASKA INVESTMENT FINANCE
AUTHORITY**

By: _____

By:  _____

**Name: Greg Youell
Title: Executive Director**

**Name: Timothy R. Kenny
Title: Executive Director**

[Signature page to NIFA Match Program Agreement]

APPENDIX A
FINANCIAL RESOURCES

Non-NIFA Resources received by Recipient:

LB 518 Program Award	\$351,450
Local Match(s)	
• City of Blair	\$250,000
• MAPA Foundation	\$100,000
• Two Rivers Bank	\$ 8,000
• Gateway Development Corp.	\$ 10,000
• Washington County Bank	\$ 8,000
NIFA Match:	\$250,000
Total Investment Fund Amount	\$977,450

APPENDIX B

NIFA MATCH PROGRAM ANNUAL REPORTING

TO: Nebraska Investment Finance Authority
Suite 200
1230 O Street
Lincoln, NE 68508-1402

Reporting Period Ending: December 31, 20____

Recipient: _____

NIFA Match: \$ _____

1. The annual report submitted to NIFA shall include, but is not limited to:
 - A complete and detailed financial accounting of the amount and type of NIFA Match and other matching funds invested in connection with the Recipient's NIFA Match Application and award of NIFA Match.
 - The number, geographic location, type and amount of investments made by the Recipient's Investment Fund.
 - The specific investments/Projects for which the NIFA Match has been used and the number and type of moderate income units.
 - The balance of the NIFA Match remaining on deposit in the Recipient's Investment Fund, the rate of return thereon, and an accounting of how such amounts representing the NIFA Match are intended to be used for authorized uses or continued investments.
2. Recipient shall submit to NIFA a copy of the annual audit required to be performed pursuant to the Agreement.
3. Recipient shall submit to NIFA a copy of the annual report required to be submitted by the Recipient to the Nebraska Department of Economic Development in connection with the Rural Workforce Housing Fund, supplemented for the NIFA Match.

APPENDIX C

FORM OF NIFA MATCH PROGRAM
CERTIFICATE OF PROJECT COMPLIANCE

TO: Nebraska Investment Finance Authority
Suite 200
1230 O Street
Lincoln, NE 68508-1402

Certification Dates: From: January 1, 20____ To: December 31, 20____

NIFA Match Recipient ("Recipient"): _____

Project Name: _____

Project Address: _____ City: _____ Zip: _____

Amount of NIFA Match Allocated: _____

The undersigned _____ on behalf of the Recipient, hereby certifies as follows:

1. The percentage of the units designated as "moderate income units" is ____% (based upon the percentage that the NIFA Match bears to the total cost of the Project) (the "Moderate Income Requirement").

2. Persons and families of moderate income (defined as household income which does not exceed 150% of the *American Community Surveys-Nebraska Statewide Median Family Income* for a family of four) have occupied units in the Project such that the Moderate Income Requirement has been satisfied at all times during the period of time covered by this Certification:

Yes No

3. The Recipient has received documentation (and such documentation is available for review by NIFA) from the Project Owner demonstrating that the each resident or family household occupying a unit in the Project subject to the Moderate Income Requirement is of moderate income as defined above in Item 2.

Yes No

4. No finding of discrimination under the Fair Housing Act, 42 U.S.C. 3601-3619, has occurred for any unit or Project financed with the NIFA Match. A finding of discrimination includes an adverse final decision by the Secretary of Housing and Urban Development, 24 CFR 180.680, an

adverse final decision by a substantially equivalent state or local fair housing agency, 42 U.S.C. 3616a(a)(1), or an adverse judgment from a federal court.

No Finding Finding

If there has been a Finding, Recipient shall provide NIFA with documentation of such Finding at the time of Certification.

5. Each unit or Project financed with the NIFA Match is and has been suitable for occupancy, taking into account local planning, zoning, health, safety, and environmental codes, laws, ordinances and regulations of governmental authorities having jurisdiction with the Project, compliance with the Americans with Disabilities Act of 1990, and the state or local government unit responsible for making building code inspections did not issue a report of a violation for any such unit:

Yes No

Note: Failure to complete this form in its entirety or provide NIFA with supplemental information as requested by NIFA or otherwise required pursuant to this Certification will result in noncompliance with the NIFA Match Program Guidelines and may result in Recipient's ineligibility to receive a future allocation of NIFA Match or participate in other NIFA programs and a requirement to return any NIFA Match not otherwise meeting the requirements of the NIFA Match Program Guidelines.

The Project is otherwise in compliance with the applicable Match Program Guidelines and all other applicable laws, rules and regulations. This Certification and any attachments are made UNDER PENALTY OF PERJURY.

(Recipient)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Resolution No. 2019 – 06

MAPA FOUNDATION BOARD RESOLUTION APPROVING NEBRASKA INVESTMENT FINANCE AUTHORITY MATCH PROGRAM AGREEMENT.

WHEREAS, the Nebraska Investment Finance Authority (NIFA) established the Match Program to provide assistance to non-profits, local governments and regional NDOs for the development of workforce housing; and

WHEREAS, Washington County was eligible under the Match Program;

WHEREAS, the MAPA Foundation submitted an application for Match Program funding to establish a workforce housing effort in Blair; and

WHEREAS, said application was awarded funding by NIFA; and

WHEREAS, an agreement between NIFA and the MAPA Foundation has been prepared for approval; and

WHEREAS, staff has reviewed the contract and recommends approval.

RESOLVED, that the NIFA Match Program Agreement is hereby approved and adopted.

Passed this 26th day of July, 2018.

Rita Sanders, Chairperson
MAPA Foundation Board of Directors

RESOLUTION NUMBER 2019-07

**MAPA FOUNDATION RESOLUTION DESIGNATING DEPOSITORIES FOR THE
BLAIR RURAL WORKFORCE HOUSING FUND**

WHEREAS, the MAPA Foundation was awarded funding in the amount of \$351,450 under the Nebraska Rural Workforce Housing Fund and \$250,000 under the LB 518 Match Funding Program to establish the Blair Rural Workforce Housing Fund; and

WHEREAS, said funding awards will be matched by \$376,000 in local funding; and

WHEREAS, all funds awarded and pledge as match are required to be deposited in a separate account for the purposes of implementing the Blair Rural Workforce Housing Fund; and

WHEREAS, the affairs of the MAPA Foundation are managed under the direction of the Board of Directors; and

THEREFORE, BE IT RESOLVED by the Board of Directors of MAPA Foundation that the Executive Director, Director of Finance and Operations and the MAPA Foundation Treasurer are hereby appointed Depositories for MAPA Foundation for the deposit of all funds for the Blair Workforce Housing Fund effective August 30, 2018; and

BE IT FURTHER RESOLVED, that MAPA Foundation designates _____ as official depositories for all Foundation funds.

Passed this 30th day of August, 2018.

Rita Sanders, Chairperson
MAPA Foundation Board of Directors

I HEREBY CERTIFY, that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Board of Directors of the MAPA Foundation at a legal meeting on the 30th day of August, 2018.

Patrick Bloomingdale
MAPA Foundation Secretary/Treasurer

Blair Rural Workforce Housing Fund

Fund Investment Plan

**Administered by:
MAPA Foundation**

The Nebraska Rural Workforce Housing Fund (RWHF) Act was approved by the Governor on April 27, 2017. The Act authorized a one-time transfer of funds from the Nebraska Affordable Housing Trust Fund to the RWHF, which is administered by the Nebraska Department of Economic Development (NDED). Subsequent to the establishment of the RWHF, the Nebraska Investment Finance Authority (NIFA) established the LB 518 Match Funding Program. Both funds are a resource to support the creation of local workforce housing investment funds to encourage the development of workforce housing in Nebraska's rural counties. Of the three Nebraska counties that are members of MAPA, only Washington County is defined as rural and eligible to receive assistance.

Prioritization for the funding was based on a demonstrated and ongoing housing need, low unemployment rate, difficulty filling an employment openings, demonstrated commitment to growing the housing stock, projects reasonably ready for occupancy within 24 months, and the capacity to manage a workforce development fund. The workforce housing funds are intended to revolve and allow for continued reinvestment in workforce housing projects in the future.

The MAPA Foundation applied and was awarded \$351,450 under the RWHF and \$250,000 under the LB 518 Match Funding Program. These funds will be matched by \$100,000 from the MAPA Foundation and \$276,000 in local funds. The MAPA Foundation will be the administrator of the Blair Rural Workforce Housing Investment Fund ("Blair RWHF"). The controlling body of the MAPA Foundation is the Board of Directors ("Board"). The MAPA Foundation and City of Blair will enter a Memorandum of Understanding outlining the responsibilities, policies and procedures in the implementation of the Blair RWHF.

Nebraska LB 518 outlines the requirements for RWHF Program and generally includes (Exhibit 1):

- New owner-occupied housing costing no more than \$275,000.
- New rental housing units costing no more than \$200,000.
- Owner-occupied or rental housing units for which the cost to substantially rehabilitate exceeds 50% of a unit's assessed value.
- Upper-story housing.
- And in all cases, housing that does not receive federal or state low-income housing tax credits, Community Development Block Grants, HOME funds, National Housing Trust Fund, or funds from the Affordable Housing Trust Fund.

NIFA has issued LB 518 Match Program requirements (dated February 2018) when using NIFA dollars in the Blair RWHF. Guidelines of the LB 518 Match Program include (Exhibit 2):

- LB 518 Match Program funds may not be used to make direct or indirect grants. Funds shall be used for financial structures that create a “revolving fund” requiring all assistance to be repaid with interest.
- LB 518 Match Program funds deposited into the Blair RWHF must be used to make direct loans which shall earn a rate of return at least equal to the rate of inflation as established by the US Department of Labor.
- LB 518 Match Program funds returned to the Blair RWHF must continue to be used for a period of 10 years.
- Housing development must benefit households whose income does not exceed 150% of the American Community Survey – Median Family Income for a family of four which is currently \$128,827.50.
- The percentage of housing units produced (such percentage to be based upon the percentage the LB 518 Match Program bears to the total project) be made available to persons of moderate income. Based on the total funding committed to the Blair RWHF, the LB 518 Match Program is 25.6% of the total fund.

Section 1 - Geographic Service Area: The geographic area of the - Blair RWHF is the City of Blair. The service area of the Blair RWHF may be modified in the future to add other jurisdictions in Washington County as an amendment to this Plan outlined in Section 11 and by the full consent of the City of Blair and the Board Priority will be placed on existing publicly owned residential lots, lots available in the tax increment financing district encompassing part of the former Dana Campus, and then private residential infill lots and other platted lots.

Section 2 - Eligible Activities: The following activities are eligible to receive loans from the Blair RWHF:

- Construction of owner occupied detached single family homes (no pre-sold units) with sale price of \$180,000 to \$275,000;
- Construction of owner occupied attached single family homes and residential condominiums (no pre-sold units) with a sales price of \$165,000 to \$260,000;
- Adaptive reuse of vacant commercial properties resulting in new residential condominiums (no pre-sold units) with a sales price of \$165,000 to \$260,000; and
- Infrastructure development costs associated with eligible owner occupied housing. Funding amounts shall be proportionate to the number of workforce housing units, subject to the owner occupied housing per unit cost limits, and other applicable Nebraska RWHF requirements.

Section 3 - Ineligible Activities: The following activities are not eligible to receive assistance from the Blair RWHF:

- Construction of custom pre-sold detached and attached single family homes or residential condominiums;
- Furnishings and personal property not an integral structure fixture;
- Installation of mobile homes;
- Rehabilitation of single family residential units;
- Construction or rehabilitation of rental housing units;
- Projects funded through the NHTF, NAHTF, CBDG, and LIHTC Programs; and
- Housing administrative and grant administration costs.

Section 4 - Eligible Applicant Entities: Subject to Section 7 of this Plan, entities eligible to receive loans from the Blair RWHF include:

- Non-Profit 501 (c) (3), 501 (c) (4), 501 (c) (6) housing related service organizations; and
- Private residential home builders and developers (Sole Proprietorship, “S” Corporations, “C” Corporations, General Partnerships, Limited Partnerships, and Limited Liability Companies).

Section 5 - Types, Amounts and Terms of Assistance: The Blair RWHF will be a revolving loan account intended to provide short term construction financing to entities undertaking eligible activities outlined in Section 2. The right is reserved to negotiate rates for the term and conditions of financial assistance with each applicant, terms and conditions may vary from applicant to applicant.

Type of financing	Fixe rate onstruction loans on speculative work force housing units
Term	24 months
Interest	Minimum based on rate of inflation – maximum rate to be set through RFP (1)
Developer Equity	Negotiable - Amount to be set through RFP
Minimum Loan	\$165,000
Maximum Loan	\$275,000 per workforce housing unit
Combined Loan to Value	The Combined Loan to Value cannot exceed 90% of all total cost of the project

(1) LB 518 Match Program funds deposited into the Blair RWHF and used to make direct loans from shall earn a rate of return on such funds at least equal to the current rate of inflation. The “rate of inflation” used shall be the current inflation rate for the United States as published by the U.S. Labor Department.

Security for loans may include, but not limited to, Promissory Notes, a Deed of Trust, Performance Bonds, UCC filings and personal and/or corporate guarantees as appropriate.

Section 6 - Administration:

Blair RWHF administrator – MAPA’s Manager of Community and Economic Development will act as the fund administrator of the Blair RWHF. The fund administrator will be assisted by a Community and Economic Development Planner. Inspection staff with the City of Blair may be utilize to monitor construction progress and compliance with applicable building ordinances and requirements established by the Blair RWHF.

The fund administrator will be responsible for coordinating Committee meetings, communicating with the applicant/borrower about projects and the overall management of the Blair RWHF in terms of applications, closing and project management as it relates to the Blair RWHF.

The fund administrator shall provide as least quarterly finance and progress reports to the MAPA Finance Committee and Board.

Loan Review Committee - All proposals, loans, and contracts will be reviewed by a four member Loan Review Committee (“Committee”) comprised of the fund administrator, a MAPA community development staff member, and two City of Blair representatives. Additional members may be added to the Committee as approved by the Board.

The Committee will review and make loan recommendation of approval or denial to the Board. The Committee will also recommend changes in the Investment Plan of the Blair RWHF to the Board. The structure of the Committee and their attendance at meetings are critical to the success of the Blair RWHF. The Committee will meet on an “as needed” basis. The Committee may conduct its review during a face to face meeting, by mail,

email, or using telephone conference call. A quorum of the Committee (three members) is required to meet. All recommendations will require a simple majority of the quorum. The Committee shall perform the following duties:

- Assess and analyze, recommend approval or denial of loan requests or loan extensions to the Board;
- Assist the fund administrator in the refinement of loan underwriting and policies;
- Assess and analyze, recommend foreclosure proceedings in the event of default;
- Review loan compliance with exposure limits, actions taken on loans with delinquencies, and loan maturities;
- Review report of the fund administrator;
- Review and recommend new loan products needed or other new opportunities; and
- Undertake other related activities as the Board requests.

The Board, Committee members, and staff shall keep confidential all information that is provided to them that is reasonably clear to be confidential or sensitive in nature even when the information affects an activity of the Board or Committee member outside of the fund administrator.

The Board shall approve all contracts, loans, and other actions of the Blair RWHF. In addition, any amendments to this Plan shall be approved by the Board.

The Blair RWHF intends to contract with an experienced loan servicer such as a title company or banking institution to assist in construction loan administration and servicing. Other third party services may be retained for credit reports, appraisals, legal, loan closing, etc. as determined necessary for the operation of the Fund.

Section 7 - Developer Selection:

Request for Proposals – Upon receipt of notice of funding award, the Blair RWHF will publish and circulate a Request for Proposal (RFP). This RFP will be published in the local newspaper and be forwarded to local trade organizations and active community homebuilders and developers. The RFP shall include a brief description of the assistance offered by the Blair RWHF, application procedures, deadlines and review procedures. Proposals will be accepted upon the expiration of a 60-day submittal period.

Initial Submittal Requirements – Homebuilders and developers interested in participating shall submit to the Blair RWHF an application along with the following attachments:

- The proposed number of homes to be constructed in the initial 12 months including locations:
 - Project summary;
 - Sources and uses of funds;
 - Proposed builder equity for each workforce housing unit;
 - Proposed term and interest rate;
 - Two sets of 8 ½" x 11" or 11" x 17" building plans and building elevations;
 - Site plan;
 - Building specifications (Form HUD 92005) or equivalent; and
 - Builder's cost breakdown and estimated final sales price. Priority will be placed on proposals with a selling price per unit between \$180,000 and \$220,000.
- The number of homes and locations projected to be constructed over a 24 month and 36 month year period;

- Documentation on site control;
- Certificate of insurance;
- List of subcontractors and suppliers to be used; and
- Real estate listing agents (all workforce housing units constructed shall be listed by a Blair realtor and listed on the multiple listing service).

Developer Eligibility – Contractors meeting the following criteria shall be eligible for selection:

- Registered with and in compliance with the bonding and insurance requirements as established by the Building Department of the City of Blair;
- Proof of adequate credit and/or credit worthiness which may include
 - Personal or business tax returns;
 - Pre bank approval letters;
 - Letters of commitment of other funding sources;
 - Credit report from a Credit Reporting Agency; and
 - Other information required for appropriate review;
- Adequately insured for liability, workers compensation and other minimum requirements established by the Fund administrator;
- At least three years’ experience in single family or condominium construction or development; and
- Ability to work within guidelines established by the Blair RWHF.

Developer Selection – Proposals will be reviewed and recommend by the Committee. Upon receipt of proposals, the Committee will meet with the entity submitting the proposal, request any additional information to make a selection, rank proposals, and recommend selection to the Board for approval. Once approved, an initial commitment letter will be prepared that includes terms and conditions for assistance. Proposals rankings will be based on the following 100 point scoring criteria:

- | | |
|---|----|
| • Proposed Equity, Term and Rates | 25 |
| • Quantity of Units Proposed/Cost psf | 15 |
| • Experience and Capacity | 15 |
| • Style and Quality of Materials | 10 |
| • Size of Proposed Structures | 10 |
| • Use of Local Subcontractors/Suppliers | 10 |
| • Location of Proposed Units | 10 |
| • Energy Efficiency/Sustainability | 5 |

Process – The following process will be used on workforce housing loans:

- Letter of Commitment – Upon completion of the developer selection process outlined in Section 7, a letter of commitment will be prepared outlining loan amounts offered and terms. The letter will also include application forms and checklist outlining details to be completed before the loan can close and funding can begin (plot plan, detailed construction plans, material specifications, list of subcontractors, appraisal based on location and construction plans, etc.).
- Loan application – A detailed financing application with checklist items shall be submitted by the developer to the Blair RWHF.

- Loan Review – All loans will be reviewed by the Committee and any third party consultant retained by the Blair RWHF. The review will determine if the application and proposed project is consistent with Blair RWHF policy and requirements, along with compliance with applicable RWHF and NIFA requirements. The review will also make a final determination of developer credit worthiness.
- Loan Security Documents – At a minimum, all loans provided by the Blair RWHF will be secured with a promissory note and deed of trust. The Fund may require additional forms of security as determined necessary by the Blair RWHF.
- Construction Loan Closing – Upon completion of the checklist items and loan approval, a loan closing with the developer will be conducted. At this time, loan agreements, security interests and other documents will be executed and recorded.
- Construction Loan Administration – Drawdown of loan proceeds shall be disbursed on a monthly basis or construction schedule as negotiated with the developer. All costs shall be documented, and verified and determined eligible by the Fund prior to payment. Contractor and subcontractor lien waivers will be obtained as necessary on each draw.
- Loan Repayment – Upon sale of the newly constructed workforce housing unit, the loan plus accrued interest would be deposited to the Blair RWHF.
- Loan Servicing and Delinquencies – Although loan servicing is not anticipated beyond the sale of each workforce housing unit, the Blair RWHF will follow industry standards practiced by the loan servicing firms regarding determination and handling of late payments, delinquent accounts and collections.

Fees – An origination fee of up to 1% may be charged on each structure and paid at loan closing.

Section 8 - Risk Mitigation:

The Fund will employ the following actions to mitigate risk and to minimize losses to the Fund:

- Selection of developers to receive loan assistance will be completed through an RFP process. Not only will this ensure competition between submittals, it will provide information to the Committee to compare and contrast developer experience, capabilities, and quality of construction.
- A due diligence review of developer cost and proposed sales price will be completed on each workforce housing unit receiving loan assistance.
- The Committee will review each loan application as to credit worthiness before entering loan agreements.
- The Blair RWHF desires to maximize developer equity on each workforce housing unit and will score submittals accordingly.
- Terms and interest rates will be set through the RFP process ensuring competition and selected based on the most advantageous to the Blair RWHF.
- The Blair RWHF may utilize multiple developers to implement the Program which will spread risk over several development entities.
- Adequate security will be filed on each loan provided by the Blair RWHF.

- Where determined appropriate by the Blair RWHF, the use of other security will be utilized.

Section 9 - Conflict of Interest Clause: No member of the Board; Committee; or official, employee, or agent of MAPA and the City of Blair who exercises policy, decision-making functions, or has responsibilities in connection with the planning and implementation of the Blair RWHF shall directly or indirectly benefit from the program.

Section 10 - Future Use Plan: The Fund is intended as a revolving fund to make available construction loans for owner occupied workforce housing in the City of Blair. All loans shall be adequately secured to protect the Blair RWHF assets. All loans will be repaid upon sale and closing of each workforce housing unit, deposited in the Fund account, and made available for the construction of additional workforce housing units. Funds returned to the Blair RWHF must continue to be used in accordance with the RWHF and NIFA requirement.

The MAPA Foundation shall deposit all repayments from loans approved prior to and after the adoption of this Plan and other program income into its revolving loan fund accounts. These accounts shall be interest bearing accounts. Monies in the Blair RWHF account shall be invested in a banking institution preferably that provides banking and services in Washington County.

Section 11 - Plan Amendments: The Board may consider amendments to this Plan at any time. The Committee, shall consider any proposed Plan amendments and make a recommendation to the Board for consideration. Changes shall be adopted in the form of a resolution.

Resolution No. 2019-08

**MAPA FOUNDATION RESOLUTION AMENDING THE FUND INVESTMENT PLAN
FOR THE “BLAIR RURAL WORKFORCE HOUSING FUND”**

WHEREAS, the MAPA Foundation has been awarded funding from the Nebraska Rural Workforce Housing Fund and the LB Program Match Program to establish the Blair Rural Workforce Housing Fund (Blair RWHF); and

WHEREAS, on March 29, 2018, the MAPA Foundation Board of Directors approved the Fund Investment Plan for the Blair RWHF which is required by said funding programs; and

WHEREAS, staff recommends amendment to the Fund Investment Plan providing additional detail on administrative procedures; and

RESOLVED, that the Amended Fund Investment Plan for the Blair RWHF is hereby amended as attached hereto.

Passed this 30th day of August, 2018.

Rita Sanders, Chairperson
MAPA Foundation Board of Directors

Memorandum of Understanding between the MAPA Foundation and City Blair regarding the implementation of the Blair Rural Workforce Housing Fund

1. Background

This Memorandum of Understanding (MOU) is entered into as of August 30, 2018 by and between the MAPA Foundation (Foundation) and the City of Blair (City).

The Foundations has secured \$351,450 under the Nebraska Rural Workforce Housing Fund administered by the Nebraska Department of Economic Development (NDED) and \$250,000 under the LB 518 Match Funding Program administered by the Nebraska Investment Finance Authority (NIFA). The purpose of both awards is to undertake workforce housing projects in the City and are referred to in this MOU jointly as Workforce Grants (Workforce Grants). The Workforce Grants will be matched by \$100,000 from the Foundation, \$250,000 from the City, and \$26,000 in private contributions. It is the Foundation's and City's objective to utilize said funding to establish the Blair Rural Workforce Housing Fund (Blair RWHF) which intends to provide loans for the development of workforce housing projects in the City. The Foundation and City further desire to revolve repaid loans to establish an ongoing loan fund for future workforce housing projects in the City. A copy of the Nebraska Rural Workforce Housing Fund agreement is attached as Exhibit 1. The LB 518 Match Funding Program agreement is attached as Exhibit 2.

2. Purpose

The goal of the MOU is to establish the responsibilities of the parties in the administration, operation, implementation, and continuance of the Blair RWHF as outlined in the Fund Investment Plan (Plan) and to ensure compliance with the requirements of the Workforce Grants. A copy of the Fund Investment Plan is attached as Exhibit 3.

3. Commitment of the Foundation

As the grantee, the Foundation is responsible for administration and management of the Workforce Grants. The Foundation will:

- a) Adopt a Plan outlining the administrative procedures for the Blair RWHF which fulfills the requirements of the Workforce Grants.
- b) Establish a separate bank account to deposit all funding sources for the Blair RWHF.
- c) Deposit \$100,000 into the Blair RWHF account.
- d) Establish a four member loan review committee to review applications for assistance and to recommend workforce housing projects to the Foundation Board of Directors. The Foundation will participate in the committee, convene and arrange meetings, record minutes and actions, and prepare monthly progress reports.
- e) Act as the fiscal agent by establishing a separate financial records for the Account including adequate financial controls.
- f) In conjunction of the City, prepare and publish a RFP for workforce housing projects, review and select projects, and prepare contract and loan documents.
- g) Monitor workforce housing projects assisted by the Blair RWHF.
- h) Coordinate and monitor any consultants retained for loan review and processing services.

- i) Review loan closing documents to ensure the repayment of loans made by the Blair RWHF. Deposit all fees, interest and principal payments or other funds received associated with the Blair RWHF into the Account.
- j) Cause there to be an annual audit of the Blair RWHF conducted by an independent certified public account.
- k) Submit all progress and financial reports require by the Workforce Grants.

4. Commitment of the City

The successful implementation of the Blair RWHF depends on the cooperation and participation of the City. The City will:

- a) Deposit \$250,000 into the Blair RWHF account.
- b) Coordinate the deposit of \$26,000 in private pledges into the Blair RWHF account.
- c) Participate in the loan review committee by appointing the City Administrator and one other member.
- d) Assist the Foundation in the preparation and publication of a RFP for workforce housing projects. Recruit builders and developers to undertake workforce housing projects.
- e) Assist the Foundation in the review of proposals received and selection of workforce housing projects.
- f) Assisting the Foundation with selecting, managing, and coordinating consultants.
- g) Monitor the progress of workforce housing projects funded by the Blair RWHF.

5. Use of Funds

All funds will be used for qualified workforce housing projects outlined in the Plan and in compliance with the requirements of Workforce Grants. After the 10 year NIFA compliance period the Foundation may be reimbursed a portion or all of their initial investment of \$100,000 and the City may be reimbursed a portion or all of their initial investment of \$250,000 by the City. The amount and time of the reimbursement is dependent of the performance of the Blair RWHF, Workforce Grant requirements, and the wants of the Foundation and City.

The Foundation may reimbursement its cost in the administration of the Blair RWHF from revenues received from origination fees, interest on loans, or other revenue generated from project activities. Administration costs will not exceed \$25,000 annually.

6. Term

This MOU shall be in effect for a period of 10 years and may be renewed in five-year increments upon mutual consent. However, this MOU is at-will and may be modified by mutual consent of authorized officials from the Foundation and City as outlined in paragraph 12. This MOU shall be become effective upon signature by the authorized officials from the Foundation and City and will remain in effect until modified or terminated by any one of the partners by mutual consent.

7. Termination

This MOU will automatically terminate on August 30, 2028 or any term extension mutually agreed to or upon any of the termination events herein occurs first. This MOU may be terminated by any of the parties by written notice to each of the other parties following the occurrence of the following events:

- a) Failure of either party to contribute pledge amounts to the Blair RWHF.
- b) Early termination of either of the Workforce Grants by the Nebraska Department of Economic Development or the Nebraska Finance Authority.
- c) Termination of either of the Workforce Grants as a result of material breach of contract .
- d) Recapture of Workforce Grant for any reason.
- e) Failure to implement the Blair RWHF.

Upon the completion of the term, or terms if extended, the Blair RWHF shall also terminate. The remaining balance of the Blair RWHF shall be distributed in accordance to the following schedule:

\$100,000.00 shall be returned to Foundation;

\$275,000.00 shall be returned to City; and

The remaining account balance shall be returned to Foundation to be used for housing in Washington County.

8. Notices

All notices and communications required or permitted to be given under this MOU shall be in writing and shall be personally served, mailed (or electronic mail), addressed to the respective parties as follows:

To MAPA Foundation:

Greg Youell, Executive Director
MAPA Foundation
2222 Cumming Street
Omaha, NE 68102
402-444-6866
Fax – 402-951-6517
gyouell@mapacog.org

To City of Blair:

Rod Storm, City Administrator
City of Blair
218 S 16th Street
Blair, NE 68008
402-426-4195
Fax – 402-426-4195
rstorm@blairnebraska.org

9. Entirety of Agreement

This MOU, consisting of four pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

10. Applicable Law

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Nebraska. The courts of the State of Nebraska shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Fourth Judicial District Court of Douglas County, Nebraska.

11. Severability

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

12. Amendment

This MOU may be modified by written amendment duly executed by the parties to this MOU.

13. Assignment

This MOU shall not be assigned by either party.

14. Execution

This MOU may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts together shall constitute one and the same document. Signatures may be transmitted electronically.

MAPA Foundation

City of Blair

Greg Youell

Date

Rod Storm

Date

RESOLUTION NUMBER 2019-09

MAPA FOUNDATION RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BLAIR

WHEREAS, the MAPA foundation (Foundation) was awarded funding in the amount of \$351,450 under the Nebraska Rural Workforce Housing Fund and \$250,000 under the LB 518 Match Funding Program to establish the Blair Workforce Housing Fund (Blair RWHF); and

Whereas, the Blair RWHF will provide funding assistance to undertake working housing projects in the City of Blair (City); and

Whereas, the successful implementation of the Blair RWHF will require the cooperation and collaboration between the Foundation and City; and

Whereas, staff has prepared a memorandum of Understanding (MOU) between the foundation and City as a guide in implementing the Blair RWHF; and

RESOLVED by the Board of Directors of the MAPA Foundation that the Memorandum of Understanding with the City of Blair is hereby approved.

Passed this 30th day of August , 2018.

Rita Sanders, Chairperson
MAPA Foundation Board of Directors