



RURAL WORKFORCE HOUSING FUND

Fund Investment Plan

GOALS

The South Central Economic Development District, Inc. (SCEDD) Rural Workforce Housing Fund is a revolving loan fund intended to create long range, continual investment in workforce housing projects.

- Invest funds across the SCEDD Region
- Revolve funds efficiently and perpetually
- Fill financial gaps to develop workforce housing

GEOGRAPHICAL SERVICE AREA

Applications for loan funds will be accepted for projects within the counties of Adams, Buffalo, Clay, Franklin, Hall, Hamilton, Harlan, Howard, Kearney, Merrick, Nuckolls, Phelps and Webster in Nebraska.

ELIGIBLE & QUALIFIED ACTIVITIES

Projects eligible for assistance must meet the following criteria:

- New construction of owner-occupied or rental housing;
- Substantial repair or rehabilitation of dilapidated housing stock, for which the cost to rehabilitate exceeds fifty percent (50%) of the unit's assessed value;
- Upper story housing development; and
- Rehabilitation that includes the conversion of an existing building into housing.

Projects must take place within the extraterritorial zoning jurisdiction of a community within the geographical service area.

Qualified activities include:

- Construction loans for:
 - New single family and multifamily housing
 - Rehabilitation of single family and multifamily rehabilitation
 - Upper story housing development or rehabilitation
 - Repurposing buildings for housing
- Purchase of real estate
- Grant administration and Housing management costs may only be paid out of local matching funds, fees, loan repayments, interest, and other funds.

INELIGIBLE ACTIVITIES

Any activity not specifically authorized under Eligible & Qualified Activities is ineligible. This section further identifies ineligible activities:

- Furnishings and personal property that are not an integral structural fixture including the purchase of equipment, fixtures, and motor vehicles;
- Mobile homes, as defined by the Nebraska Department of Economic Development: Mobile homes means a movable or portable dwelling constructed to be towed on its own chassis, connected to utilities, and designed with or without a permanent foundation for year-round living. It may consist of one or more units that can be telescoped when towed and expanded later for additional capacity, or of two or more units, separately towable but designed to be joined into one integral unit;
- Housing that receives National Housing Trust Funds, Federal Low-Income Housing Tax Credits, Nebraska Affordable Housing Tax Credits, Community Development Block Grants, HOME Investment Partnerships Program (HOME) funds, or funds from the Nebraska Affordable Housing Trust Fund that would restrict the level of individual or household income to anything less than 100% AMI.

ELIGIBLE APPLICANT ENTITIES

Eligible applicants include:

- For-Profit and Not-for-Profit persons or entities
- Municipalities, Community Development Agencies, Community Redevelopment Authorities
- South Central Economic Development District, Inc. is eligible to utilize these funds for eligible purposes

TYPES, AMOUNTS, AND TERMS OF ASSISTANCE

Assistance through this fund will be in the form of Construction Loans:

- The minimum loan amount is \$50,000; the maximum loan amount is \$325,000 per owner-occupied unit, \$250,000 per rental unit.
- Loan amounts will be determined on a case by case basis.
- Loans will not exceed 24 months, due and payable on the sooner of sale or occupancy, or the loan due date.
- Interest rates will be set by the SCEDD Housing Loan Committee in its sole discretion.
- Collateral may include Deed of Trust, Personal Guaranty, Co-signor.

TARGET SALE PRICE AND RENTAL RATES

The market will determine the sale price and rental rates. To increase home ownership, a lower sale price is desired; depending on the project, target sale prices should accommodate a range from \$100,000 to over \$325,000. Target rental rates should accommodate the affordability of the workforce in the communities served.

APPROVAL PROCESS

COMPLETED applications will be considered in the order they are received. All applications are scored against the stated goals as amended from time to time.

Projects will be selected for funding based on the following factors:

- Meets needs of community
- Shovel ready
- Value and quality of the proposed project
- Financial/economic feasibility of the project
- Proposed construction timeframe and ability of borrower to complete the construction within said timeframe
- Proposed sales/occupancy timeframe and ability of borrower to meet said timeframe
- Proposed sales price (priced for occupancy)
- Project leverage and shared risk

- Collateral/Security
- Community Support
 - a. Evidence of community support (such as incentives to builder or end buyer)

SCEDD staff will evaluate each application based on the above criteria, and deficiencies will be discussed with the applicant. The opportunity to mitigate the deficiencies will be available to applicants.

Once the applicant has provided all additional information to mitigate the criteria, SCEDD will present the project and alignment with selection criteria to the SCEDD Housing Loan Committee for approval or denial. The board of directors will ratify all approved loans.

The SCEDD Housing Loan Committee has the sole and final discretion to approve or deny applications and to establish final loan terms. SCEDD is an equal opportunity lender, and will not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin.

APPLICATION PROCESS

Loan applications may be obtained from the SCEDD office; SCEDD staff are available to assist in the application process.

Applicants must provide the following: (See Attachment 1)

1. Completed application including:
 - a. Application questionnaire
 - b. Evidence of site control
 - c. Sources and uses of construction costs
 - d. Project drawings and specifications
 - e. Implementation schedule by phases
 - f. For Rentals: Evidence of buyer or long-term financing
 - g. Current financial statements of borrower and all guarantors (audited if available).
 - h. Detail of outstanding litigation against borrower, developer or any guarantor.
2. Other information as requested by the SCEDD staff and/or the SCEDD loan committee.

SCEDD may use any or all of the following sources to verify the information provided by the applicant: Credit Bureau Reports, Dun & Bradstreet reports, examination of applicant's internal business records, audit reports, and any other documents not listed but deemed necessary and appropriate.

ADMINISTRATION

LOAN REVIEW PROCESS:

1. Applications will be accepted on an open cycle, first-ready, first-served basis. Upon receipt of a completed application, SCEDD will conduct a thorough review and contact applicants as necessary for additional information or documents.
2. Upon determination the application is viable and meets fund criteria, SCEDD staff will prepare a loan package with all pertinent information regarding the project and borrower, and present it to the SCEDD Housing Loan Committee.
 - a. If the application does not meet the viability or fund criteria, SCEDD will provide an opportunity for the applicant to remedy deficiencies and re-submit the application.
3. SCEDD Housing Loan Committee will provide approval or denial and have final determination of the terms of funding.
4. Approved loans will be scheduled for closing. Applicants of loans that are denied will receive written notification.
5. The SCEDD Board of Directors will ratify approved loans at the next board meeting (every other month).

LOAN CLOSING PROCESS:

1. Upon approval by the SCEDD Housing Loan Committee, SCEDD staff will prepare the loan and security documents and set closing with the borrower.
2. Loan closing with borrower will include: reviewing requirements and documents, signing documents, collecting fees if applicable.
3. Deed of Trust documents will be filed by SCEDD's attorney.

LOAN SERVICING AND MONITORING:

1. Loan Proceeds will be disbursed per phase as provided in the application. Phase 1 will be funded at loan closing unless borrower requests a delay in funding.
2. Borrowers will notify SCEDD when a phase is nearing completion to request funding for the next phase. SCEDD will ensure projects are on track prior to funding the next phase of the project.
3. SCEDD will complete periodic reviews and inspections to ensure projects are on track for completion within initial project timelines and projections.
4. Should a project be identified as behind schedule, SCEDD will meet with the borrower to discuss the cause of the schedule delay, steps to remedy the delay, and whether or not a revised schedule is necessary.
5. Deviations from the schedule will be discussed with the SCEDD Housing Loan Committee. Extension requests for more than 60 days will be considered by the SCEDD Housing Loan Committee. Decisions will be communicated to the borrower by SCEDD staff.
6. Loans are to be paid in full the earlier of occupancy for rentals, sale for owner-occupied, or the due date of the loan agreement.
7. SCEDD will take necessary legal steps to protect fund security and promote the goals of the fund, including loan modification, loan extension (60 days or less), or foreclosure.

PROGRAM COMPLIANCE

1. SCEDD will submit an annual report to the Nebraska Department of Economic Development (NDED) as required;
 - a. The report shall certify that SCEDD activities meet the requirements of the Rural Workforce Housing Investment Act and shall include a breakdown of funded program activities and shall provide information requested in the format required by the NDED.
2. If SCEDD ceases administration of the fund, it shall file an annual report with the Department in a form and manner required by the Department director.
3. Upon completion of new construction or rehabilitation projects, SCEDD will require applicant to produce actual final construction costs to ensure program maximum cost limits are verified.
4. Upon completion of new construction of owner-occupied units, SCEDD will verify units are sold to homebuyers. If a planned owner-occupied unit is sold for rental purposes, applicant will be denied access to SCEDD's Rural Workforce Housing Fund for a minimum period of one year from date of sale.

RISK MITIGATION

FUND MANAGEMENT:

- Fund balance will be maintained in FDIC insured or similarly secured accounts, in amounts not to exceed insured limits.
- All awarded funds will be secured as described in the loan closing process.
- An independent Certified Public Accountant firm will conduct an annual financial audit of SCEDD.

PROJECT MANAGEMENT:

- Customary loan/security documents will be used.
- SCEDD will conduct periodic inspections of projects to ensure compliance with the project and timelines.
- Funds will be disbursed, one phase at a time, according to the phases in the applications.
- SCEDD shall be an additional named insured on all projects for construction risk, property and casualty insurance based on replacement cost. Liability insurance in a reasonable amount will be required for all funded projects.
- SCEDD will monitor payment of all real estate taxes and Property/Liability insurance on funded projects.

CONFLICT OF INTEREST CLAUSE

This Plan will utilize SCEDD's adopted conflict of interest policy. (See Attachment 2)

FUTURE USE PLAN

The fund will be operated as a revolving loan fund. SCEDD will receive applications on an open cycle. As projects are completed and the monies repaid into the fund, SCEDD will be scheduling future projects to maximize fund investment.

PLAN AMENDMENT

Any material change in this Fund Investment Plan must be approved by the SCEDD Board of Directors and the Nebraska Department of Economic Development. Amendment requests will be submitted to the Nebraska Department of Economic Development, and upon approval, will be submitted to the SCEDD Board for approval.



South Central Economic Development District, Inc.
Rural Workforce Housing
Loan Application



PROJECTS ELIGIBLE FOR LOAN FUNDS:

1. New construction of owner-occupied or rental housing;
2. Substantial repair or rehabilitation of dilapidated housing stock, for which the cost to rehabilitate exceeds fifty percent (50%) of the unit's assessed value;
3. Upper story housing development; and
4. Conversion of an existing building into housing.

The purpose of this fund is to develop housing that is affordable to the local workforce; SCEDD's desire is to fund lower end market rate housing. State regulations limit the cost of specific projects (excluding land): the cost for new construction owner occupied housing units cannot exceed \$325,000 per unit; the cost for new construction rental units cannot exceed \$250,000 per unit. Documentation of all costs for these projects must be provided to SCEDD at project completion. Penalties will be imposed for projects exceeding these limits.

Projects must take place within the municipal boundaries of a community within SCEDD's geographical service area. Projects that receive funding from other Federal and State programs may not be eligible for Rural Workforce Housing funds. Please visit with SCEDD staff to discuss eligibility.

BORROWER INFORMATION:

Entity Name	
Name and Title of Borrower's Representative(s)	
Address, City , State, Zip	
Office Phone & Cell Phone	
Email	
Outstanding Litigation Against Borrower <i>(Please attach a separate sheet of paper if necessary)</i>	

LOAN INFORMATION:

Loan Amount Requested	
Type of Loan Requested <i>(ex: purchase, rehab, resell; construction-new single family or new rental)</i>	
Term Requested <i>(if less than 1 year)</i>	
Use of loan funds <i>(materials, labor, all construction costs)</i>	
Source of repayment <i>(ex: sale of home; permanent mortgage if rental)</i>	



PROJECT INFORMATION:	
Description of the Project <i>(Provide a detailed description of the project - include current status of the property and completed ## of housing units. Also include information regarding # bedrooms; bathrooms; garage stalls; basement, crawl space, or slab on the proposed unit(s))</i>	
Total Projected Budget for the Project	
Projected/Actual Property Acquisition Costs	
Projected Construction/Rehabilitation Costs	
Marketing for Buyer/Tenant <i>(listing with a realtor, on Zillow, etc.)</i>	
Anticipated Sales Price	
Status of Project at Time of Application <i>(Does the applicant own the land or have a purchase agreement? If not, when is ownership anticipated? Has any work been started?)</i>	
Timeline of Project <i>Expected date to begin as well as expected completion date. Loan closing date will be based on begin date.</i>	
Site Description <i>(include current use of site)</i>	
Current Zoning of Site	
Availability of Utilities to Site	
Environmental Issues on Site	



Is any part of the property in a flood plain?	
Financing <i>List partner lenders if applicable; if project is a rental, list mortgage lender.</i>	
Other Project Team Members	
Community Support of Project <i>(List any incentives the community will provide such as: free lot, tax increment financing, no cost utility hook-ups, etc. If none, enter NA)</i>	
CONTRACTOR INFORMATION:	
Contractor Legal Business Name & Address <i>(if different than Borrower)</i>	
How long has the Contractor been in Business?	
How long has the contractor been working on this types of projects? (New Construction & Rehab)	
How many construction projects has the contractor completed?	
Note the contractor's experience with workforce housing.	
Outstanding Litigation Against Contractor <i>(Please attach a separate sheet of paper if necessary)</i>	
COLLATERAL/GUARANTOR:	
Collateral for Loan <i>(e.g. lien on real estate)</i>	
Guarantor(s) for Loan	
Outstanding Litigation Against Guarantor(s) <i>(Please attach a separate sheet of paper if necessary)</i>	



Please attach the following documents as applicable to this application:

- * Organizational documents of borrower and guarantors (i.e. Articles of Organization, By Laws, etc)
- * Current financial statements of borrower and all guarantors (audited if available)
 - * Last year's tax return
 - * Year-to-date profit and loss
 - * Balance sheet
- * Details of outstanding litigation against borrower, developer or any guarantor, if applicable
- * Blueprints and elevation drawings.
- * Implementation Schedule by phases & project cost breakdown - be specific, inspections and fund disbursements are based on these phases. *See Attachment A for examples of phasing & cost breakdown.*
- * Evidence of buyer or long term-financing (for rentals)
- * Evidence of site control - usually deed or purchase agreement
- * Citizenship attestation form. *See Attachment B for the form.*
- * Current, valid certificate of registration under the Nebraska Contractor Registration Act (if applicable) <https://dol.nebraska.gov/conreg>
- * Proof of Insurance as appropriate: Commercial General Liability, Builder's Risk, Automotive, Worker's Comp & Liability Insurance to cover the value of the owner's property
- * Current valid drivers license

Borrower must initial the following:

_____ (Borrower's Initials): I am required to and hereby agree to use the federal immigration verification system (E-Verify Program) to determine work eligibility status of new employees physically performing services within the state of Nebraska. This applies to **all** contractors and/or subcontractors.

_____ (Borrower's Initials): I understand that, if awarded, the Rural Workforce Housing Construction Loan Agreement and Promissory Note will include language regarding compliance with Conflict of Interest, Contractor Registration, American with Disabilities Act (ADA), Civil Rights Law and Equal Opportunity Employment and Drug Free Workplace Policy. *See Attached C for Policy Descriptions.*

_____ (Borrower's Initials): I agree to provide South Central Economic Development District, Inc with documented final construction costs. If the costs for new construction exceed the upper limit allowed for Rural Workforce Housing, or constructions costs for rehab are less than 50% of the assessed value prior to rehab, or I fail to provide SCEDD with documentation of costs, I agree to pay a penalty of up to 5% of the total loan amount. I also understand these violations may limit or preclude future use of this fund.

Upon receipt of the above information, the application will be reviewed for completeness. If necessary, additional information will be requested. The application will be considered for funding once all information has been received. Approval or denial will be communicated in writing to the borrower within 30 days.

The information contained in this application is true and accurate and hereby authorizes South Central Economic Development District, Inc. to obtain credit reports and other such information as deemed necessary for loan consideration. If this loan is approved and the applicant chooses not to close the loan, the applicant agrees to pay South Central Economic Development District, Inc. a 1% loan application fee.

By:

Name

Title

Date

Attachment D is a Tracking Checklist for your convenience.

Example of Phasing

All numbers are for example purposes only

Name of the Applicant
Applicant Address
City, State Zip

Property Address: 123 Main St.
City, State

Projected Start Date:

IMPLEMENTATION SCHEDULE BY PHASES OF WORK

	Costs	Start Date	Duration
Phase 1:		11/28/2025	30 days
-Basement Excavation is complete.	\$ 5,000.00		
-Installation of Formed Footings	\$ 2,000.00		
-Installation of Insulated Concrete Forms/ Basement Walls	\$ 2,000.00		
-Plumbing Rough-in of Sewer & Water under Basement Slab	\$ 2,000.00		
-Basement Floor Flat Work	\$ 5,000.00		
-Garage Floor Flat Work	\$ 5,000.00		
-Installation of Driveway	\$ 5,000.00		
Requested Funding Total for Phase 1	\$ 26,000.00		
Phase 2:		12/29/2025	45 Days
-Framing of Basement Walls, Placing TGI's and Sheeting Floor	\$ 5,000.00		
-Framing of Exterior & Interior Walls	\$ 5,000.00		
-Sheeting Exterior Walls	\$ 5,000.00		
-Setting Roof Trusses	\$ 8,000.00		
-Sheeting Roof Trusses	\$ 5,000.00		
-Installation of Exterior Windows & Doors	\$ 8,000.00		
-Installation of Tyvek Products	\$ 3,000.00		
-Installation of Soffit, Fascia & Edge Metal	\$ 10,000.00		
-Installation of Roofing Material	\$ 20,000.00		
-Installation of Siding	\$ 20,000.00		
-Garage Door Installation	\$ 2,000.00		
Requested Funding Total for Phase 2	\$ 91,000.00		
Phase 3:		2/13/2026	45 days
-Interior Rough-I Plumbing	\$ 5,000.00		
-Interior Rough-in Electrical	\$ 5,000.00		
-Installation of Exterior and Underground Electrical Services	\$ 5,000.00		
-Interior Rough-in HVAC	\$ 10,000.00		
-Installation of Exterior Wall Insulation	\$ 5,000.00		
-Installation of Sheetrock	\$ 10,000.00		
-Finish of Sheetrock	\$ 10,000.00		
-Installation of Attic Insulation	\$ 5,000.00		
-Paint Interior Walls	\$ 5,000.00		
-Doors, Casing & Carpet Base Installation	\$ 15,000.00		
-Cabinet & Vanity Installation	\$ 2,000.00		
-Counter Top Installation	\$ 4,000.00		
-Touch Up Paint/Interior Walls	\$ 2,000.00		
Requested Funding Total for Phase 3	\$ 83,000.00		
Phase 4		3/30/2026	30 Days
-Installation of Porch & Sidewalk	\$ 8,000.00		
-Installation of Stone Veneer	\$ 5,000.00		
-Final Installation Plumbing Fixtures	\$ 5,000.00		
-Final Installation Electrical Fixtures	\$ 5,000.00		
-Final Installation HVAC Fixtures	\$ 5,000.00		
-Installation of Vinyl plank & Carpet	\$ 10,000.00		
-Base on Vinyl Plank	\$ 10,000.00		
-Installation of Appliances	\$ 5,000.00		
-Installation of Landscaping & Sprinklers	\$ 10,000.00		
-Final Clean-up	\$ 10,000.00		
Requested Funding Total for Phase 4	\$ 73,000.00		
Total Funding Requested	\$ 273,000.00		
Completion Date:		4/28/2026	150 Days

Attachment A - 2**Example****All numbers are for example purposes only**

Applicant Name
 Applicant Address
 City, State Zip Code

Project Address: 123 Main St.
 City, St

Projected Start Date:

Phase 1 - Day 0		
Builder RiskCounty zoning Permit	InsuranceFee	\$ -
City Building Permit	Fee	\$ -
Curb Grinding	Bells Const	\$ -
Dumpster	Heatland Disposal	\$ -
Dig Basement	Dirt	\$ -
Footings	Concrete	\$ -
Walls	Concrete	\$ -
Basement Floor	Concrete	\$ -
Front Stoop	Concrete	\$ -
Garage Floor	Concrete	\$ -
Waterproofing	Concrete	\$ -
Window Wells	Concrete	\$ -
Backfill	Dirt	\$ -
Gravel Fill	Dirt	\$ -
Const Materials	Bldg Supplier	\$ -
Beams, Joists, Floor Sheeting	Framer	\$ -
Plumbing rough-in	Plumber	\$ -
Underground elec	Electrician	\$ -
Temp Service	Electrician	\$ -
Loan Interest	Interest	\$ -
Phase 1		\$ -

Phase 2 - Day 90		
Constr Materials	Bldg Supplier	\$ -
Wall Framing, Windows, & Doors	Framer	\$ -
Driveway	Concrete	\$ -
Electrical Rough In	Electrician	\$ -
Hot/Cold Water Lines	Plumber	\$ -
Ductwork and Venting	HVAC	\$ -
Garage Door	Overhead	\$ -
Loan Interest	Interest	\$ -
Phase 2		\$ -

Phase 3 - Day 120		
Dumpster	Heatland Disposal	\$ -
Const Materials	Bldg Supplier	\$ -
Roof, Shingles, Siding	Framer	\$ -
Lighting and Outlets	Electrician	\$ -
Hot Water Heater	Plumber	\$ -
Install Furnace	HVAC	\$ -
Flooring Materials	Floor Installer	\$ -
Drywall	Drywaller	\$ -
Painting	Painter	\$ -
Loan Interest	Interest	\$ -
Phase 3		\$ -

Phase 4 - Day 270		
Constr Materials	Bldg Supplier	\$ -
Doors, Cabinets, Trim	Framer	\$ -
Install AC Unit	HVAC	\$ -
Sinks, Toilets, and Showers	Plumber	\$ -
Flooring Installation	Floor Installer	\$ -
Gutters	Gutter Installer	\$ -
Appliances	Appliance Guy	\$ -
Seeding	Landscaper	\$ -
Const Loan Closing Costs	Fee	\$ -
Phase 4		\$ -
Total		\$ -

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☐ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____,
and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

(first, middle, last)

SIGNATURE

DATE

Provisions Included in RWHF Contract

Conflicts of Interest

No officer, employee, or agent of the Recipient will participate in the selection or the award or administration of a contract supported by Act Funds if a conflict of interest, real or perceived, would be involved. Such a conflict would arise when the officer, employee, or agent; any member of the immediate family of the officer, employee, or agent; any partner of the officer, employee, or agent; or any organization which employs or is about to employ any of the above has a financial or other interest in the firm selected for award.

The Recipient's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of any project financed with Act Funds. This stipulation must be included in all other contracts and subcontracts related to projects financed with Act Funds.

In the event a prohibited conflict of interest arises, the Recipient must immediately inform the Department. Upon written request, exceptions may be granted by the Department on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the program.

Applicability to Subrecipients and Contractors; Registration Requirements.

All provisions of this contract and the requirements of the Program will be made binding on any subrecipient or contractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Recipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Recipient for the Recipient's records.

Upon request, the Recipient must submit copies of written agreements executed between the Recipient and any subrecipients or contractors relating to any projects financed with Act Funds.

Verification of Work Eligibility Status for New Employees

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), commonly known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Recipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Recipient to be in default on the contract.

Americans with Disabilities Act (ADA)

The Recipient agrees to comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices, including reasonable accommodation of persons with disabilities in hiring, training, and employment practices; and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

Civil Rights Law and Equal Opportunity Employment

The Recipient agrees to comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee of applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex disability or national origin.

Drug Free Workplace Policy

The Recipient acknowledges the State of Nebraska requires a Drug Free Workplace Policy on the part of the Recipient as a term and condition of contracting with the Department.

**South Central Economic Development District
Rural Workforce Housing
Progress Tracker**

Applicant: _____

- ☐ 1. Application Submitted
- ☐ 2. Application edits finalized
- ☐ 3. Organizational Documents
- ☐ 4. Submitted Financial Statements
 - ☐ 4a. Last year's tax return
 - ☐ 4b. Year-to-date profit and loss
 - ☐ 4c. Balance sheet
- ☐ 5. Project Drawings
 - ☐ 5a. Blue Prints
 - ☐ 5b. Elevation
- ☐ 6. Assessor Information on Rehab Projects
- ☐ 7. Project Cost breakdown and Implementation Schedule by phase
- ☐ 8. Evidence of Site Control
- ☐ 9. Proof of Insurance (only those that apply)
 - ☐ 9a. Commercial General Liability insurance
 - ☐ 9b. Builder's Risk Insurance
 - ☐ 9c. Automotive Liability
 - ☐ 9d. Worker's Compensation at statutory limits and employers' liability
 - ☐ 9e. Liability insurance to cover the value of the owner's property
- ☐ 10. Citizenship attestation form
- ☐ 11. Registered for Nebraska Contractor Registration Act
- ☐ 12. Agree to conflict of interest clause (initial on application)
- ☐ 13. Consent to Sign for the organization
- ☐ 14. Photocopy of government ID (Driver's License)

SOUTH CENTRAL ECONOMIC DEVELOPMENT DISTRICT, INC. (SCEDD) CONFLICT OF INTEREST POLICY

Article I Purpose

The purpose of the conflict of interest policy is to protect South Central Economic Development District, Inc.'s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of SCEDD or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which SCEDD has a transaction or arrangement,
- b. A compensation arrangement with SCEDD or with any entity or individual with which SCEDD has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which SCEDD is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- c. After exercising due diligence, the governing board or committee shall determine whether SCEDD can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in SCEDD's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
4. Violations of the Conflicts of Interest Policy
- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV Records of Proceedings

The minutes of the governing body and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from SCEDD for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from SCEDD for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from SCEDD, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement that affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands SCEDD is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Article VII
Periodic Reviews

To ensure SCEDD operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to SCEDD's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction,

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, SCEDD may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

South Central Economic Development District, Inc.

Conflict of Interest Policy

As a member of the Board of Directors of the South Central Economic Development District, Inc., I hereby confirm that:

- I have received a copy of the conflict of interest policy for the South Central Economic Development District, Inc. (SCEDD),
- I have read and understand the policy,
- I agree to comply with the policy, and
- I understand SCEDD is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Name

Signature

Title

Date