

Regular Meeting of the Board of
Commissioners
Thursday, August 2, 2018 8:30 AM
1805 Harney St, Omaha, Nebraska 68102
1823 Harney Street
Omaha , NE 68102

1. ROLL CALL
2. ANNOUNCEMENT OF OPEN MEETINGS LAW
3. PUBLIC COMMENTS
4. REPORT OF CHIEF EXECUTIVE OFFICER
5. CONSENT AGENDA
 - 5.1. Minutes of Previous Regular Board Meeting June 7, 2018
 - 5.2. Resolution 2018-56 Vacated Tenant Write-offs
 - 5.3. Resolution 2018-57 Recommendation to Approve Amendment to Foundation By-Laws
 - 5.4. Resolution 2018-58 Recommendation to Approve Amendment to Foundation's Articles of Incorporation
 - 5.5. Resolution 2018-59 Recommendation to Approve Contract Renewal HVAC Repair & Replacement
 - 5.6. Resolution 2018-60 Recommendation to Approve Contract Renewal Carpet and Vinyl Tile Replacement
 - 5.7. Resolution 2018-61 Recommendation to Approve Contract Verizon for Vehicle Tracking
 - 5.8. Resolution 2018-62 Repayment Agreement to OHA Foundation

ACKNOWLEDGEMENT OF DEBT AND REPAYMENT AGREEMENT

This Acknowledgement of Debt and Repayment Agreement (“Agreement”) is hereby entered into between the Omaha Housing Authority Foundation, hereinafter referred to as “OHA,” and the Housing Authority of the City of Omaha, hereinafter referred to as “the Foundation”

RECITALS

- A. That on August 28, 2015, the Foundation transferred \$300,000.00 to OHA for the purpose of OHA’s purchase of real estate at 1805 Harney Street and 1820 Howard Street in Omaha, Nebraska.
- B. OHA acknowledges indebtedness to the Foundation in the sum of \$300,000.00 plus interest at the rate of 1% per annum.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Payments. Debtor agrees to pay the outstanding amount to Creditor by partial payments or in a lump sum. A down payment of \$50,000.00 shall be made by September 1, 2018 and the remaining balance shall be paid by September 1, 2023.
2. Source of Funds. All payments shall be made with funds that are not so restricted by local, state or federal law or regulation as to prevent transfer to the Creditor.
3. Waiver of Litigation. The Foundation agrees not to institute litigation against OHA for the recovery of the debt acknowledged by this Agreement. The parties agree that any dispute that cannot be resolved between the parties and arises from the terms of this Agreement or the debt acknowledged will be submitted to a qualified mediator to be selected by OHA. Any costs incurred as a result of said mediation will be split by OHA and the Foundation.
4. Entire Agreement. The parties acknowledge that this Agreement constitutes the sole agreement in this matter, that it supersedes any prior oral or written agreements, and that any modifications may only be affected by a writing signed by all parties to this Agreement.
5. Severability. If any provision of this Agreement is found to be unenforceable, then the remaining provisions shall remain valid and enforceable.

Omaha Housing Authority Foundation, Creditor

Date

Housing Authority of the City of Omaha, Debtor

Date

6. ADDITIONAL ITEMS FOR APPROVAL
 - 6.1. Resolution 2018-63 Amendments to HCV Administrative Plan
 - 6.2. Resolution 2018-64 Jafari, et al. v. OHA Settlement Agreement
7. BUDGET AND FINANCES
 - 7.1. Program Financials
 - 7.2. Agency Wide Balance Sheet
 - 7.3. Vendor Payables
8. ASSET MANAGEMENT
 - 8.1. Omaha Housing Authority
 - 8.2. Housing In Omaha
9. HOUSING CHOICE VOUCHER PROGRAM
10. HOUSING IN OMAHA, INC. (HIO)
11. SUPPORT DEPARTMENT REPORTS
 - 11.1. Development
 - 11.2. Procurement/Contracting/Capital Budgets
 - 11.3. Human Resources
 - 11.4. Family and Community Services
 - 11.5. Public Safety
 - 11.6. Legal
12. NEW BUSINESS
 - 12.1. AFSCME Local 251 Contract
13. EXECUTIVE SESSION
14. Adjournment

