

OHA Regular Meeting of the Board of  
Commissioners  
Thursday, April 4, 2024 8:30 AM  
First Floor Boardroom  
1823 Harney Street  
Omaha, NE 68102

1. ANNOUNCEMENT OF OPEN MEETINGS ACT
2. ROLL CALL
3. PUBLIC COMMENTS
4. REPORT OF CHIEF EXECUTIVE OFFICER
5. ACTION ITEMS
  - 5.1. CONSENT AGENDA ITEMS FOR CONSIDERATION
    - 5.1.1. Minutes of Previous Special Board Meeting (03/28/2024)

**OMAHA HOUSING AUTHORITY**  
**BOARD OF COMMISSIONERS SPECIAL MEETING MINUTES**  
1823 Harney St, Omaha, Nebraska 68102  
8:30 a.m. March 28, 2024

**STAFF PRESENT:** Joanie Poore, Brian Hansen, Michelle Therkildsen, Denise Burmood

*The meeting was called to order at 8:32 a.m.*

**1. ANNOUNCEMENT OF OPEN MEETINGS ACT:**

The meeting falls under the Open Meetings Act and copies of the law are available.

**2. ROLL CALL:** Commissioners Present:

Joel Dougherty, Vice Chair  
Tony Veland  
Cammy Watkins  
Christine Johnson  
Danielle Goodwin

Commissioners Absent:

David Levy, Chair  
Jennifer Taylor

**3. PUBLIC COMMENTS:**

Chair Levy questioned if there were any public comments. No public comments were received.

**4. ACTION ITEMS**

**4.1. Resolution 2024-26 Authorization of General Counsel to Execute Contracts**

Mr. Hansen explained the OHA Bylaws provide that the Executive Director may delegate the administrative duties as signer, on behalf of OHA, on all contracts and other documents, in the Executive Director's absence.

**MOTION** by Commissioner Johson, seconded by Commissioner Goodwin, to approve Resolution 2024-26 Authorization of General Counsel to Execute Contracts

Motion passed. Aye-5, Nay-0

Commissioner Dougherty – Aye  
Commissioner Johnson – Aye  
Commissioner Veland – Aye  
Commissioner Watkins – Aye  
Commissioner Goodwin – Aye

**4.2. Resolution 2024-27 Authorization to Execute Closing of Kennedy Square West**

Mr. Hansen explained that this resolution pertains to the last phase of the North CNI Grant. Discussion ensued regarding ownership structure and next steps.

**MOTION** by Commissioner Watkins, seconded by Commissioner Goodwin, to approve Resolution 2024-27 Authorization to Execute Closing of Kennedy Square West

Motion passed. Aye-5, Nay-0

Commissioner Dougherty – Aye

Commissioner Johnson – Aye

Commissioner Veland – Aye

Commissioner Watkins – Aye

Commissioner Goodwin – Aye

## **5. ADJOURNMENT:**

**MOTION** by Commissioner Watkins, seconded by Commissioner Johnson to adjourn the meeting at 8:39 a.m.

Motion passed. Aye-5, Nay-0

Commissioner Dougherty – Aye

Commissioner Johnson – Aye

Commissioner Veland – Aye

Commissioner Watkins – Aye

Commissioner Goodwin – Aye

5.1.2. Minutes of Previous Special Board Meeting (02/29/2024)

**OMAHA HOUSING AUTHORITY**  
**BOARD OF COMMISSIONERS SPECIAL MEETING MINUTES**  
1823 Harney St, Omaha, Nebraska 68102  
8:30 a.m. February 29, 2024

**STAFF PRESENT:** Joanie Poore, Brian Hansen, Michelle Therkildsen, Philisa Smith, Latina Jackson, Jody Holston, Susan Gilroy, Sal Issaka, Neal Greenberg, Lindsey Anderson

*The meeting was called to order at 8:30 a.m.*

**1. ANNOUNCEMENT OF OPEN MEETINGS ACT:**

The meeting falls under the Open Meetings Act and copies of the law are available.

**2. ROLL CALL:** Commissioners Present:

Joel Dougherty, Vice Chair  
Tony Veland  
Danielle Goodwin  
Jennifer Taylor  
Cammy Watkins

Commissioners Absent:

Christine Johnson  
David Levy, Chair

**3. PUBLIC COMMENTS:**

Chair Levy questioned if there were any public comments. Gayla Chambers discussed her upbringing in Spencer Homes and her purchase of the OHA Gateway Building. Gayla expressed her desire for children to know what she has accomplished.

**4. ACTION ITEMS:**

**4.1. Resolution 2024-12 Section 8 Management Assessment Program (SEMAP) Certification Form**

Ms. Smith presented the SEMAP and explained the evaluation process. Ms. Smith explained that OHA is required to submit the HUD required SEMAP Certification form within 60 calendar days of the end of the fiscal year. Ms. Smith noted that OHA received 95 points out of 135 points. Discussion ensued regarding the Landlord Liaison position. Ms. Smith explained that staff are working to complete more outreach to area landlords.

**MOTION** by Commissioner Goodwin, seconded by Commissioner Watkins, to approve Resolution 2024-12 Section 8 Management Assessment Program (SEMAP) Certification Form

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.2. Resolution 2024-13 HOME Program TBRA Agreement with City of Omaha**

Ms. Smith explained this resolution is for OHA to administer the HOME Rental Assistance Program for the City of Omaha.

**MOTION** by Commissioner Goodwin, seconded by Commissioner Watkins, to approve Resolution 2024-13 HOME Program TBRA Agreement with City of Omaha

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.3. Resolution 2024-14 Workers Compensation Insurance**

OHA staff noted this resolution is a contract renewal for workers compensation insurance and the 2024-2025 rate is a 2% decrease over the 2023 rate.

**MOTION** by Commissioner Goodwin, seconded by Commissioner Veland, to approve Resolution 2024-14 Workers Compensation Insurance

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.4. Resolution 2024-15 Master Developer Agreement Brinshore**

**MOTION** by Commissioner Watkins, seconded by Commissioner Goodwin, to lay over Resolution 2024-15 Master Developer Agreement Brinshore

Motion passed. Aye-4, Abstain-1, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Abstain  
Commissioner Goodwin – Aye

**4.5. Resolution 2024-16 Reappoint David Levy to HIO Board of Directors**

**MOTION** by Commissioner Goodwin, seconded by Commissioner Veland, to approve Resolution 2024-16 Reappoint David Levy to HIO Board of Directors

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.6. Resolution 2024-17 Reappoint Matthew Cavanaugh to HIO Board of Directors**

**MOTION** by Commissioner Goodwin, seconded by Commissioner Veland, to approve Resolution 2024-17 Reappoint Matthew Cavanaugh to HIO Board of Directors

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.7. Resolution 2024-18 Move July 4, 2024 Board Meeting to July 9, 2024**

**MOTION** by Commissioner Goodwin, seconded by Commissioner Veland, to approve Resolution 2024-18 Move July 4, 2024 Board Meeting to July 9, 2024

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.8. Resolution 2024-19 E-Signature Services, Docusign**

**MOTION** by Commissioner Veland, seconded by Commissioner Watkins, to approve Resolution 2024-19 E-Signature Services, Docusign

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.9. Resolution 2024-20 Plumbing and Drain Clearing Services Pool of Vendors**

**MOTION** by Commissioner Goodwin, seconded by Commissioner Watkins, to approve Resolution 2024-20 Plumbing and Drain Clearing Services Pool of Vendors

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.10. Resolution 2024-21 Paint Services Pool of Vendors**

Vice Chair Dougherty questioned if staff have been satisfied with the performance of the paint vendors. Staff responded that they are. Discussion ensued regarding MBE/WBE.

**MOTION** by Commissioner Goodwin, seconded by Commissioner Watkins, to approve Resolution 2024-21 Paint Services Pool of Vendors

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye

Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.11. Resolution 2024-22 IT Maintenance and Support, CMIT**

Commissioner Dougherty questioned how many staff OHA has. Latina answered that OHA has 167 employees. Discussion ensued regarding IT staff members and the duties performed by CMIT.

**MOTION** by Commissioner Goodwin, seconded by Commissioner Veland, to approve Resolution 2024-22 IT Maintenance and Support, CMIT

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.12. Resolution 2024-23 OHA Past Due Write Offs**

Staff noted the resolution had a typo, and that the amount should be corrected to \$37,799.82.

**MOTION** by Commissioner Goodwin, seconded by Commissioner Watkins, to approve Resolution 2024-23 OHA Past Due Write Offs provided the typo be corrected.

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

**4.13. Resolution 2024-24 Vacant Property Security, DAWGS Inc**

OHA staff explained that during the recent demolition process at Spencer Homes, OHA encountered many issues once the units were vacated and larger issues when the entire property was vacant. Despite numerous efforts, to include boarding up windows/doors, OHA staff drive-by assessments, as well as public safety patrols, there were numerous instances of breaking into units, damage done to the building structure, theft of materials and numerous public complaints of illegal illicit activity going on at this site. In an effort to combat encountering similar issues at Southside and Arbor Villa, OHA staff researched alternatives for property security and discovered DAWGS, Inc., a well-known supplier in the industry offering a solution.

Ms. Poore noted that Spencer East was fully demolished ahead of schedule. Discussion ensued regarding the steel window and door coverings that will be secured from inside the unit.

**MOTION** by Commissioner Watkins, seconded by Commissioner Taylor, to approve Resolution 2024-24 Vacant Property Security, DAWGS Inc

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye

Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

#### **4.14. Resolution 2024-25 Dedication of 2865 Bristol to City of Omaha**

Vice Chair Dougherty questioned the difference between dedication and a selling of a property. Commissioner Taylor answered that when a property is dedicated it is held in a trust as public right-of-way.

**MOTION** by Commissioner Watkins, seconded by Commissioner Taylor, to approve Resolution 2024-25 Dedication of 2865 Bristol to City of Omaha

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

#### **5. DEPARTMENT REPORTS/DISCUSSION ITEMS:**

Ms. Poore introduced Neal Greenberg as OHA’s interim CFO. Commissioner Taylor questioned the plan for the future CFO position. Ms. Poore explained that interviews are in progress and that Mr. Greenberg has already implemented some positive changes in the finance department.

Ms. Poore discussed OHA’s response to local media coverage. Ms. Poore explained that staff and council members had walked through Underwood Tower and met with the Mayor.

Discussion ensued regarding work orders, pest control, and tenant housekeeping issues.

- **Housing Choice Voucher Program – Philisa Smith**
- **Asset Management (Public Housing) – Jody Holston**
- **Housing in Omaha, Inc. – Brian Hansen**
- **River City Housing Connections – Brian Hansen**
- **Compliance – Susan Gilroy**
- **Finance – Neal Greenberg; Joanie Poore**
- **Development – Brian Hansen**
- **Procurement/Contracting/Capital Budgets – Brian Hansen; Jody Holston**
- **Human Resources – Latina Jackson**
- **Family and Community Services – Sal Issaka**
- **Legal – Brian Hansen**

#### **6. ADJOURNMENT:**

**MOTION** by Commissioner Watkins, seconded by Commissioner Taylor, to adjourn the meeting at 9:45 a.m.

Motion passed. Aye-5, Nay-0

Commissioner Watkins – Aye  
Commissioner Dougherty – Aye  
Commissioner Veland – Aye  
Commissioner Taylor – Aye  
Commissioner Goodwin – Aye

5.1.3. Minutes of Previous Regular Board Meeting (01/25/2024)

**OMAHA HOUSING AUTHORITY**  
**BOARD OF COMMISSIONERS REGULAR MEETING MINUTES**  
1823 Harney St, Omaha, Nebraska 68102  
8:30 a.m. January 25, 2024

**STAFF PRESENT:** Joanie Poore, Brian Hansen, Michelle Therkildsen, Jody Holston, Sal Issaka, Lindsey Anderson, Philisa Smith, Latina Jackson, Susan Gilroy

*The meeting was called to order at 8:32 a.m.*

**1. ANNOUNCEMENT OF OPEN MEETINGS ACT:**

The meeting falls under the Open Meetings Act and copies of the law are available.

**2. ROLL CALL:** Commissioners Present:

Joel Dougherty, Vice Chair  
Tony Veland  
Cammy Watkins  
Jennifer Taylor  
Christine Johnson

Commissioners Absent:

David Levy, Chair  
Danielle Goodwin

**3. PUBLIC COMMENTS:**

Chair Levy questioned if there were any public comments. No public comments were received.

**4. REPORT OF THE CHIEF EXECUTIVE OFFICER**

Ms. Poore discussed the 2022 audit, as well as the progress at Spencer East. Ms. Poore discussed heat and water issues caused by the extreme cold temperatures and expressed her gratitude to Ms. Holston and her public housing team.

**5. ACTION ITEMS**

**5.1. CONSENT AGENDA ITEMS FOR CONSIDERATION**

(All items listed under the Consent Agenda will be enacted by one motion unless a commissioner requires otherwise, in which event the item may be removed from the Consent Agenda and considered separately.)

**5.1.1. Minutes of Previous Regular Board Meeting (12/21/2023)**

**5.1.2. Minutes of Previous Annual Board Meeting (12/21/2023)**

**5.1.3. Finance/Procurement/Operations Committee Resolutions**

5.1.3.1. Resolution 2024-01 OHA Past Due Write-offs

5.1.3.2. Resolution 2024-02 Legal Services, Affordable Housing Development, Reno & Cavanaugh, Renewal

- 5.1.3.3. Resolution 2024-05 Commercial Real Estate Broker, Lund Company, Renewal
- 5.1.3.4. Resolution 2024-06 Human Resources Services, HR Systems, Renewal
- 5.1.3.5. Resolution 2024-07 Terracon Contract Increase
- 5.1.3.6. Resolution 2024-08 Spencer Window Extension

**MOTION** by Commissioner Johson, seconded by Commissioner Taylor, to approve the Consent Agenda.

Motion passed. Aye-5, Nay-0

- Commissioner Dougherty – Aye
- Commissioner Taylor – Aye
- Commissioner Johnson – Aye
- Commissioner Veland – Aye
- Commissioner Watkins – Aye

## **5.2. ADDITIONAL ITEMS FOR CONSIDERATION**

### **5.2.1. Resolution 2024-03 Legal Services, General Litigation, Baird Holm, Renewal**

Mr. Hansen explained this is a contract renewal for general litigation legal services.

**MOTION** by Commissioner Taylor, seconded by Commissioner Watkins, to approve Resolution 2024-03 Legal Services, General Litigation, Baird Holm, Renewal

Motion passed. Aye-5, Nay-0

- Commissioner Dougherty – Aye
- Commissioner Taylor – Aye
- Commissioner Johnson – Aye
- Commissioner Veland – Aye
- Commissioner Watkins – Aye

### **5.2.2. Resolution 2024-04 Legal Services, Labor Relation, Baird Holm, Renewal**

**MOTION** by Commissioner Taylor, seconded by Commissioner Watkins, to approve Resolution 2024-04 Legal Services, Labor Relation, Baird Holm, Renewal

Motion passed. Aye-5, Nay-0

- Commissioner Dougherty – Aye
- Commissioner Taylor – Aye
- Commissioner Johnson – Aye
- Commissioner Veland – Aye
- Commissioner Watkins – Aye

### **5.2.3. Resolution 2024-09 Audit for FY 2022**

Mr. Rich Larsen, with Novogradac, presented and explained the Audit Report. Mr. Larsen discussed internal controls, and extended gratitude towards the Omaha Housing Authority finance department.

**MOTION** by Commissioner Watkins, seconded by Commissioner Johnson to approve Resolution 2024-09 Audit for FY 2022

Motion passed. Aye-5, Nay-0

Commissioner Dougherty – Aye  
Commissioner Taylor – Aye  
Commissioner Johnson – Aye  
Commissioner Veland – Aye  
Commissioner Watkins – Aye

**5.2.4. Resolution 2024-10 Contract with AFSCME Local 251**

Mr. Hansen asked that commissioners wait to vote on this resolution until after Executive Session.

**5.2.5. Resolution 2024-11 Reappoint Tony Veland to Housing in Omaha, Inc.**

**MOTION** by Commissioner Johnson, seconded by Commissioner Taylor to approve Resolution 2024-11 Reappoint Tony Veland to Housng in Omaha, Inc.

Motion passed. Aye-5, Nay-0

Commissioner Dougherty – Aye  
Commissioner Taylor – Aye  
Commissioner Johnson – Aye  
Commissioner Veland – Aye  
Commissioner Watkins – Aye

**6. DEPARTMENT REPORTS AND DISCUSSION ITEMS (as necessary):**

- **Housing Choice Voucher Program**
- **Asset Management (Public Housing)**
- **Housing in Omaha, Inc.**
- **Compliance**
- **Financials**
- **Development**
- **Procurement/Contracting/Capital Budget**
- **Human Resources**
- **Family and Community Services**
- **Legal**

**7. NEW BUSINESS:**

There was no new business.

**MOTION** by Commissioner Johnson, seconded by Commissioner Taylor, to move into executive session for litigation/personnel matters at 9:03 a.m.

Motion passed. Aye-5, Nay-0

Commissioner Dougherty – Aye  
Commissioner Taylor – Aye  
Commissioner Johnson – Aye  
Commissioner Veland – Aye  
Commissioner Watkins – Aye

**8. EXECUTIVE SESSION:**

**MOTION** by Commissioner Johnson, seconded by Commissioner Watkins, to move out of executive session at 9:38 a.m.

Motion passed. Aye-5, Nay-0

- Commissioner Dougherty – Aye
- Commissioner Taylor – Aye
- Commissioner Johnson – Aye
- Commissioner Veland – Aye
- Commissioner Watkins – Aye

**MOTION** by Commissioner Watkins, seconded by Commissioner Johnson, to approve Resolution 2024-10 Contract with AFSCME Local 251

Motion passed. Aye-5, Nay-0

- Commissioner Dougherty – Aye
- Commissioner Taylor – Aye
- Commissioner Johnson – Aye
- Commissioner Veland – Aye
- Commissioner Watkins – Aye

**9. ADJOURNMENT:**

**MOTION** by Commissioner Taylor seconded by Commissioner Watkins to adjourn the meeting at 9:39 a.m.

Motion passed. Aye-6, Nay-0

- Commissioner Dougherty – Aye
- Commissioner Taylor – Aye
- Commissioner Levy – Aye
- Commissioner Veland – Aye
- Commissioner Watkins – Aye
- Commissioner Goodwin – Aye

5.1.4. Finance/Procurement/Operations Committee Resolutions

5.1.4.1. Resolution 2024-28 OHA Past Due Write-Offs

**RESOLUTION No. 2024-28**  
**AUTHORIZATION TO CHARGE OFF**  
**VACATED TENANT ACCOUNT RECEIVABLES**

**WHEREAS** a list of Charge Off for Vacated Tenant Account Receivables as of March 27th, 2024, has been presented to the Board of Commissioners of the Housing Authority of the City of Omaha (Board); and

**WHEREAS** the total charge-off for this period is \$48,394.46 which represents 33 tenants: and

**WHEREAS** it is necessary to charge off said amounts to comply with the findings of the Office of the Inspector General of the U.S. Department of Housing and Urban Development.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners of the Housing Authority of the City of Omaha that the CEO be authorized to grant approval for the total amount charged for all OHA properties.

This Resolution shall take effect immediately.

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David Levy, Chair  
OHA Board of Commissioners

**ATTEST**

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

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Joanie Poore, Secretary  
Housing Authority of the City of Omaha

Property/Resident Codes	Payment Plans	Late Fees	Late Fees on Payment Plans	Legal Fees	Unrecouped Utility Allowance	Maintenance Charges	Cleaning/Moveout Charges	Rent	Security Deposits	Grand Total	Explanation of larger balances +
										\$1200.00	
Ernie Chambers	1255	50				1770		5711.8		8786.8	
t0069971		25				995		2119		3139	3 months rent/ unit damages
Nov		25				995		2119		3139	
t0073358		25				775		3592.8		4392.8	6 months rent/mo. cleaning & trash removal
Dec		25				775		3592.8		4392.8	
t0087166	1255									1255	unpaid payment plan
Nov	1255									1255	
Benson Towers						575		146		721	
t0066470						575		15		590	
Jan						575		15		590	
t0083541								131		131	
Dec								131		131	
Crown Towers	1686							1132.66	8	2826.66	
t0028226								737		737	
Jan								737		737	
t0063431								243		243	
Mar								243		243	
t0065271								152.66		152.66	
Jan								152.66		152.66	
t0079717	1686									1686	unpaid payment plan
Feb	1686									1686	
x0032411									8	8	
Aug									8	8	
Evans Tower		35				30	272	831		1168	
t0075488								122		122	
Mar								122		122	
t0083900		35				30	150	831		1046	
Feb		35				30	150	831		1046	
Florence Towers		70					200	102		372	
t0082776		70					200	102		372	
Feb		70					200	102		372	
Highland Tower		142		200		2630	239	1041		4252	
t0068483								302		302	
Feb								302		302	
t0082256		142		200		2630	239	739		3950	6 months rent/mo. cleaning & trash removal
Jan		142		200		2630	239	739		3950	
Jackson Tower	3008	225	250				518	5295		9296	
t0067397		35					350	70		455	
Mar		35					350	70		455	
t0074545		155						315		470	
Mar		155						315		470	
t0078307	3008		250					4819		8077	Write off of Rent due to Bankruptcy filing by resident. This also included a Payment plan that resident had signed from March 2021
Mar	3008		250					4819		8077	
t0083139							68			68	
Feb							68			68	
t0083150		35					100	52		187	
Mar		35					100	52		187	
t0083170								39		39	
Mar								39		39	
KayJay		2				3588		1074		4664	
t0039070		2				2163		444		2609	Floor and cabinet damages/trash removal & cleaning after moveout
Dec		2				2163		444		2609	
t0067039						1425		630		2055	3 months rent/unit trash removal costs after moveout
Feb						1425		630		2055	
Park Villa		70				594		1848		2512	
xx079061		70				594		1848		2512	4 months rent/unit trash removal & cleaning
Jan		70				594		1848		2512	
Park South		60						855		915	
t0070577		60						855		915	
Feb		60						855		915	
Pine Tower						500		27		527	
x0075816						500		27		527	
Jan						500		27		527	
Scatter Site North East		130				1874		3782		5786	
t0084692		130				1874		3782		5786	5 months rent/unit damage/trash removal cleaning
Mar		130				1874		3782		5786	
Scatter Site North West		35				1631		874		2540	
t0000885						1111				1111	
Jan						1111				1111	
t0067847		35				520		874		1429	rent/clean and carpet damage
Mar		35				520		874		1429	
Scatter Site South East					206	3726				3932	
t0032062					206	1083				1289	cabinet damage/drywall repairs/trash removal
Dec					206	1083				1289	
t0058993						2643				2643	personal property removal, replacement of 10 blinds, cleaning charges, wall damage repairs & paint
Feb						2643				2643	
Southside						41		50		91	
t0079676						41		50		91	
Nov						41		50		91	
Underwood								5		5	
t0000314								5		5	
May								5		5	
Grand Total	5949	819	250	200	206	16959	1229	22774.46	8	48394.46	

5.1.4.2. Resolution 2024-29 Access Control, Inteconnex, Renewal

# Memorandum

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To: The OHA Board of Commissioners  
From: Jennifer Dexter, Procurement Manager  
Date: April 4, 2024  
Re: Recommendation for Renewal – Access Control Systems

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## RECOMMENDED ACTION:

The Housing Authority of the City of Omaha (hereinafter “OHA”) staff recommends the OHA Board of Commissioners approve a one-year renewal of the Access Control Systems contract with Inteconnex in the amount of \$250,000.00 for a total contract not to exceed \$989,273.00. The approved (2) two-year contract includes an option for one additional one-year extension with the approval of the Board of Commissioners.

## EXPLANATION:

The original contract with Inteconnex provided for a two-year term with an option to renew for an additional one-year term. Due to an internal processing error, OHA staff did not take the renewal to the Board in November 2023. However, Inteconnex and OHA have been continuing to perform under the contract as if it had been renewed in November 2023. Inteconnex and OHA staff have agreed to renew with an expiration date of November 22, 2024, contingent upon OHA Board approval. November 22, 2024 is the same date that would have applied had the contract been renewed in November 2023. The existing contract does not explicitly require renewal by a certain date.

In October 2021, OHA solicited for a contractor to install Avigilon access control devices at OHA locations and determined the County of Lancaster awarded a contract to Inteconnex after issuing an RFP for an access control system similar to the scope of the project for OHA. An inter-local agreement (piggy-backed contract) offered the best pricing available and piggy-backed this 2020 Lancaster County contract. The initial scope of work included installation of access control at OHA locations at a majority of OHA’s Tower locations and is completed.

The scope was later amended to include door and door hardware repairs, access control, and surveillance camera upgrades at the initial Tower locations, add the remaining Tower locations, Cherry Tree Apartments, and the Farnam building. In 2023, OHA staff discussed the option to add access control in the lobby to access the elevators, and adjust control permissions programming by location, access point, and badge-holder role which is included in the remaining scope items for this renewal term.

**PROJECT COST:** Renewal of \$250,000.00  
Total contract amount not to exceed \$989,273.00

**DBE/MBE/WBE Section 3 Status:** None

**SOURCE OF FUNDS:** The operating budgets of all OHA departments and Capital Funds

**SPONSOR(S):** Charles Karl, Capital Improvements Manager  
Jody Holston, Director of Public Housing

**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 – 29**  
**RENEWAL OF CONTRACT FOR ACCESS CONTROL SYSTEMS**

**WHEREAS**, the Omaha Housing Authority (OHA) currently has a contract with Interconnex to install access control systems at a majority of OHA’s Tower locations and is completed. The scope was amended to include door and door hardware repairs, access control, and surveillance camera upgrades at the initial and remaining Tower locations;

**WHEREAS**, the contract was procured in 2021 for a two-year term with an option for renew for one additional one-year term;

**WHEREAS**, the current contract was set to expire in November 2023, OHA staff recommends renewal of the contract to November 22, 2024;

**WHEREAS**, OHA staff recommends that the OHA Board of Commissioners approve a renewal of the contract with Interconnex till November 22, 2024 with an increase in the contract amount of \$250,000.00 for a total contract amount not to exceed \$989,273.00, to provide access control services for OHA locations; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves a renewal of the contract with Interconnex till November 22, 2024, with an increase in the contract amount of \$250,000 for a total contract amount not to exceed \$989,273.00, to provide access control services for OHA locations.

\_\_\_\_\_  
David Levy, Chairman  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

\_\_\_\_\_  
Joanie Poore, Secretary

5.1.4.3. Resolution 2024-30 Electrical Services Pool of Vendors, Renewal

# Memorandum



To: The Board of Commissioners  
From: Jennifer Dexter, Procurement Manager  
Date: April 4, 2024  
Re: Recommendation for Contract Increase and Renewal – Electrical Services

## RECOMMENDED ACTION:

The Housing Authority of the City of Omaha (hereinafter “OHA”) staff recommends the OHA Board of Commissioners approve an increase of \$60,000 for the current contract and a renewal of the IDIQ contracts with Muth Electric and Omaha Electric Service for electrical services in an amount not to exceed \$120,000.00, jointly and severally. This contract renewal would be for a term of (1) one year with OHA reserving the right to renew for (1) one additional (1) one-year term with the Board of Commissioner’s approval.

## PREVIOUS ACTION:

Actions	Resolution	Contract Effective Date	Amount	Cumulative Amount	Renewals available	No. of Vendors	Contract Expire Date
21-Elect-31 A,B	2021-31	5/27/2021	\$80,000	\$80,000	4	2	5/26/2022
First Renewal	2022-36	5/27/2022	\$80,000	\$160,000	3	2	5/26/2023
Amendment	2023-37	5/27/2022	\$60,000	\$220,000	3	2	5/26/2023
Second Renewal	2023-37	5/27/2023	\$100,000	\$320,000	2	2	5/26/2024

## PROPOSED ACTION:

Actions	Resolution	Contract Effective Date	Amount	Cumulative Amount	Renewals available	No. of Vendors	Contract Expire Date
Amendment	2024-TBD	5/27/2023	\$60,000	\$380,000	2	2	5/26/2024
Second Renewal	2024-TBD	5/27/2024	\$120,000	\$500,000	1	1	5/26/2025

## PROJECT COST:

Company Name	DBE	Section 3 Business	Expended as of 2/28/2024
Muth Electric	No	No	\$ 318,962.44
Omaha Electric	No	No	\$ 16,606.66
Total			\$ 335,569.10

**METHOD OF PROCUREMENT:** Renewal

**SOURCE OF FUNDS:** Property’s Operating Budgets for minor repairs and Capital Fund Grants for major repairs typically those over \$2,000.

**SPONSOR(S):** Jennifer Dexter, Procurement Manager  
Jody Holston, Director of Public Housing

**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 - 30**  
**INCREASE AND RENEWAL OF CONTRACTS FOR ELECTRICAL SERVICES**

**WHEREAS**, the Housing Authority of the City of Omaha (“OHA”) currently has contracts with a pool of two vendors to provide electrical services: Muth Electric, and Omaha Electric;

**WHEREAS**, the contracts were procured in 2021 for a one-year term with an option for renew for one additional one-year terms;

**WHEREAS**, the current contracts will expire in May 2024, and staff recommends an increase of \$60,000 for the current contract and renewal of the contracts for an additional one-year term;

**WHEREAS**, the previous cumulative amount of the contracts was \$320,000, and staff recommends increasing the funding by an additional \$180,000, for a total cumulative contract amount of \$500,000, jointly and severally; and

**WHEREAS**, OHA staff recommends that the OHA Board of Commissioners approve a one-year renewal of the contracts with Muth Electric and Omaha Electric to provide electrical services, with an increase in the contract amounts of \$180,000 jointly and severally;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves a one-year renewal of the contracts with Muth Electric and Omaha Electric to provide electrical services, with an increase in the contract amounts of \$180,000 jointly and severally.

\_\_\_\_\_  
David Levy, Chairman  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the regular meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

\_\_\_\_\_  
Joanie Poore, Secretary  
Housing Authority of the City of Omaha

5.1.4.4. Resolution 2024-31 Flooring Replacement Services Pool of Vendors, Renewal

# Memorandum



To: The Board of Commissioners  
 From: Jennifer Dexter, Procurement Manager  
 Date: April 6, 2023  
 Re: Recommendation for Contract Renewal– Flooring Replacement Services

**RECOMMENDED ACTION:**

The Housing Authority of the City of Omaha (hereinafter “OHA”) staff recommends the OHA Board of Commissioners approve an increase to the contract in the amount of \$100,000 and the renewal of the IDIQ contracts with Artisent Flooring, Carpetland and Keystone Carpet for Flooring Replacement services for an amount not to exceed \$500,000.00, jointly and severally. This contract would be for a term of (1) one year with OHA reserving the right to renew for (2) two additional (1) one-year terms with the Board of Commissioner’s approval.

**PREVIOUS ACTION:**

Action	Resolution	Contract Effective Date	Amount	Cumulative Amount	Renewals available	No. of Vendors	Contract Expire Date
21-Floor-29 A,B,C	2021-29	5/27/2021	\$280,000	\$280,000	4	3	5/26/2022
First Renewal	2022-38	5/27/2022	\$280,000	\$560,000	3	3	5/26/2023
Amendment	2023-13	5/27/2022	\$395,000	\$955,000	3	3	5/26/2023
Second Renewal	2023-TBD	5/27/2023	\$500,000	\$1,455,000	2	3	5/26/2024

**PROPOSED ACTION:**

Action	Resolution	Contract Effective Date	Amount	Cumulative Amount	Renewals available	No. of Vendors	Contract Expire Date
Amendment	2024-TBD	5/27/2023	\$100,000	\$1,555,000	2	3	5/26/2024
Third Renewal	2024-TBD	5/27/2024	\$500,000	\$2,055,000	1	3	5/26/2025

**PROJECT COST:**

Company Name	MBE/WBE	Section 3 Business	Expended as of 2/28/2024
Artisent Flooring	No	No	\$ 1,218,152.86
Carpetland	No	No	\$ 182,838.72
Keystone Carpet	No	No	\$ 100,163.52
Total			\$ 1,501,155.10

**METHOD OF PROCUREMENT:** Renewal  
**SOURCE OF FUNDS:** Property’s Operating Budgets and Capital Fund  
**SPONSOR(S):** Jennifer Dexter, Procurement Manager  
 Jody Holston, Director of Public Housing  
**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 - 31**  
**INCREASE AND RENEWAL OF CONTRACTS FOR FLOORING REPLACEMENT SERVICES**

**WHEREAS**, the Housing Authority of the City of Omaha (“OHA”) currently has contracts with a pool of three vendors to provide flooring replacement services: Artisent Flooring, Carpetland, and Keystone Carpet;

**WHEREAS**, the contracts were procured in 2021 for a one-year term with an option for renew for two additional one-year terms;

**WHEREAS**, the current contracts will expire in May 2024, and staff recommends an increase of \$100,000 for the current contract and renewal of the contracts for an additional one-year term;

**WHEREAS**, the previous cumulative amount of the contracts was \$1,455,000, and OHA staff recommends increasing the funding by an additional \$600,000, for a total cumulative contract amount of \$2,055,000, jointly and severally; and

**WHEREAS**, OHA staff recommends that the OHA Board of Commissioners approve a one-year renewal of the contracts with Artisent Flooring, Carpetland, and Keystone Carpet to provide flooring replacement services, with an increase in the contract amounts of \$600,000 jointly and severally;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves a one-year renewal of the contracts with Artisent Flooring, Carpetland, and Keystone Carpet to provide flooring replacement services, with an increase in the contract amounts of \$600,000 jointly and severally.

\_\_\_\_\_  
David Levy, Chairman  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the regular meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

\_\_\_\_\_  
Joanie Poore, Secretary  
Housing Authority of the City of Omaha

5.1.4.5. Resolution 2024-32 Generator Inspection and Maintenance,  
Interstate Power, Renewal

# Memorandum



To: The Board of Commissioners

From: Jennifer Dexter, Procurement Manager

Date: April 4, 2024

Re: Recommendation for Contract Renewal – Generator Inspection and Maintenance

## RECOMMENDED ACTION:

The Housing Authority of the City of Omaha (hereinafter “OHA”) staff recommends the OHA Board of Commissioners approve a renewal of the contract with Interstate Power Systems, Inc. for generator inspection and maintenance services in an amount not to exceed \$40,000.00. This contract renewal would be for a term of (1) one year with OHA reserving the right to renew for (3) three additional (1) one-year terms with the Board of Commissioner’s approval.

## PREVIOUS ACTION:

Action	Resolution	Contract Effective Date	Amount	Cumulative Amount	Renewals available	No. of Vendors	Contract Expire Date
23-GENERATOR-39	2023-39	6/26/2023	\$40,000	\$40,000	4	1	6/25/2024

## PROPOSED ACTION:

Action	Resolution	Contract Effective Date	Amount	Cumulative Amount	Renewals available	No. of Vendors	Contract Expire Date
First Renewal	2024-TBD	6/26/2024	\$40,000	\$80,000	3	1	6/25/2025

## PROJECT COST:

Company Name	DBE/WBE	Section 3 Business	Expended as of 2/28/2024
Interstate Power Systems, Inc.	None	none	\$ 20,803.54

**METHOD OF PROCUREMENT:** Renewal

**SOURCE OF FUNDS:** Property’s Operating Budgets for minor repairs and Capital Fund Grants for major repairs typically those over \$2,000.

**SPONSOR(S):** Jennifer Dexter, Procurement Manager  
Jody Holston, Director of Public Housing

**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 - 32**  
**RENEWAL OF CONTRACT FOR GENERATOR INSPECTION AND MAINTENANCE**

**WHEREAS**, the Housing Authority of the City of Omaha (“OHA”) currently has a contract with Interstate Power Systems, Inc. to provide generator inspection and maintenance services;

**WHEREAS**, the contracts were procured in 2023 for a one-year term with an option for renew for four additional one-year terms;

**WHEREAS**, the current contracts will expire in June 2024, and staff recommends renewal of the contracts for an additional one-year term;

**WHEREAS**, the previous cumulative amount of the contract was \$40,000, and OHA staff recommends increasing the funding by an additional \$40,000, for a total cumulative contract amount of \$80,000, and

**WHEREAS**, OHA staff recommends that the OHA Board of Commissioners approve a one-year renewal of the contract with Interstate Power Systems, Inc. to provide generator inspection and maintenance services; with an increase in the contract amounts of \$40,000;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves a one-year renewal of the contract with Interstate Power Systems, Inc. to provide generator inspection and maintenance services, with an increase in the contract amounts of \$40,000.

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David Levy, Chairman  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the regular meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

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Joanie Poore, Secretary  
Housing Authority of the City of Omaha

5.1.4.6. Resolution 2024-33 Lawncare and Landscaping Maintenance  
Services

# Memorandum



To: The Board of Commissioners  
From: Jennifer Dexter, Procurement Manager  
Date: April 4, 2024  
Re: Recommendation for Contract – Lawncare

## RECOMMENDED ACTION:

The Housing Authority of the City of Omaha (hereinafter “OHA”) staff recommends the OHA Board of Commissioners approve a contract with Four Alarm Lawn Care and TNT Pro Services for lawn care services for an amount not to exceed \$375,000.00. This contract would be for a term of (1) one year with OHA reserving the right to renew for (4) four additional (1) one-year terms with the Board of Commissioner’s approval.

## EXPLANATION:

Since 2021, OHA has contracted lawn care services. A five-step fertilizer and weed control treatment plan is being implemented in conjunction with regular lawn care at all multi-family locations. Mowing and off-season services are being completed at Southside and mowing only at single family and vacant lots. The total cost for these regular services is estimated at \$238k. Additional services include off-season clean-up and spring refresh to include mulching beds. Other on-going services are anticipated to include addressing soil grading/erosion issues as they continue to arise, accounting for the total contract requested amount.

Four Alarm was the lowest bidder for Towers and Multi-Family locations. TNT Pro Services was the lowest bidder for single-family, lots and Southside.

## METHOD OF PROCUREMENT:

OHA invited qualified organizations to present proposals on the scope of work for Lawncare Services. The Request for Proposals (RFP) was advertised locally in *The Daily Record* for two consecutive Thursdays, February 1<sup>st</sup>, 2024 and February 8<sup>th</sup>, 2024 with an available date of the proposal on February 1<sup>st</sup>, 2024. The pre-proposal conference was held on Thursday, February 8<sup>th</sup>, 2024 via Zoom. Staff completed outreach to 55 firms and were in communication with 13 firms who reviewed the RFP for Lawncare services.

OHA received a total of (6) six proposals for Lawncare services, (3) three which met the qualifications outlined in the RFP, prior to the deadline of February 27<sup>th</sup>, 2024. Three proposals were deemed non-responsive due to incomplete proposals. Four (4) OHA staff members evaluated the proposals and Four Alarm Lawn Care and TNT Pro Services were awarded qualifying points when ranked according to the scale listed in the RFP.

Lawncare and Landscaping Maintenance Services RFP	Four Alarm Lawn Care	Panga Lawn & Snow	TNT Pro Services
Subjective Points (70 Points Possible)	61	52.3	48.3
Pricing Points (30 Points Possible)	21	0	30
Evaluation Total Score	82.0	52.3	78.3
MBE/DBE/WBE/Section 3	Section 3 Business Concern	DBE	none

**PROJECT COST:** This contract will not exceed \$375,000.00.

**SOURCE OF FUNDS:** Property budgets and COCC funds

**SPONSOR(S):** Jennifer Dexter, Procurement Manager  
Jody Holston, Director of Public Housing

**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 – 33**  
**CONTRACT FOR LAWCARE AND LANDSCAPING SERVICES**

**WHEREAS**, OHA desires contracted services to provide lawncare and landscaping services;

**WHEREAS**, OHA conducted a public procurement process in accord with HUD regulations and OHA policies, issuing a Request for Proposals in February 2024;

**WHEREAS**, OHA received three proposals, and the proposals submitted by Four Alarm Lawn Care and TNT Pro Services received the strongest evaluation according to the published criteria; and

**WHEREAS**, staff recommends that the OHA Board of Commissioners approve a contract with Four Alarm Lawn Care and TNT Pro Services in an amount not to exceed 375,000, and for a contract term of one year with an option to renew for four additional one-year terms, to provide lawncare and landscaping services;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves a contract with Four Alarm Lawn Care and TNT Pro Services in an amount not to exceed 375,000, and for a contract term of one year with an option to renew for four additional one-year terms, to provide lawncare and landscaping services;

\_\_\_\_\_  
David Levy, Chairman  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

\_\_\_\_\_  
Joanie Poore, Secretary

5.1.4.7. Resolution 2024-34 Lead-Based Paint Consulting, Terracon,  
Renewal

# Memorandum



To: The Board of Commissioners  
 From: Jennifer Dexter, Procurement Manager  
 Date: April 4, 2024  
 Re: Recommendation for Contract Renewal – Lead-Based Paint Consulting

**RECOMMENDED ACTION:**

The Housing Authority of the City of Omaha (hereinafter “OHA”) staff recommends the OHA Board of Commissioners approve a contract renewal with Terracon Consultants Inc. for Lead-Based Paint Consulting Services for a period of one (1) year in the amount of \$100,000. This would be the fourth and final one-year renewal.

**PREVIOUS ACTION:**

Action	Resolution	Effective Date	Amount	Cumulative Amount	Renewals available	No. of Vendors	Expire Date
Contract 20-LEADBP-43	2020-43	6/15/2020	\$ 80,000	\$ 80,000	4	1	6/14/2021
First Renewal	2022-03	6/15/2021	\$ 80,000	\$160,000	3	1	6/14/2022
Second Renewal	2022-23	6/15/2022	\$80,000	\$240,000	2	1	6/14/2023
Third Renewal	2023-TBD	6/15/2023	\$0.00	\$240,000	1	1	6/14/2024
Amendment	2024-07	6/15/2023	\$100,000	\$340,000	1	1	6/14/2024

**PROPOSED ACTION:**

Action	Resolution	Effective Date	Amount	Cumulative Amount	Renewals available	No. of Vendors	Expire Date
Fourth Renewal	2024-TBD	6/15/2024	\$100,000	\$440,000	0	1	6/14/2025

**PROJECT COST:**

Company Name	MBE/WBE	Section 3 Business	Expended as of 2/28/2024
Terracon Consultants Inc.	No	No	\$ 271,559.55

**METHOD OF PROCUREMENT:** Renewal

**SOURCE OF FUNDS:** Capital Funds Grants and Property budgets

**SPONSOR(S):** Jennifer Dexter, Procurement Manager  
 Charles Karl, Capital Improvements Manager  
 Jody Holston, Director of Property Management

**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 - 34**  
**RENEWAL OF CONTRACT FOR LEAD-BASED PAINT CONSULTING**

**WHEREAS**, the Housing Authority of the City of Omaha (“OHA”) currently has a contract with Terracon Consultants Inc. to provide lead-based paint consulting services.

**WHEREAS**, the contract was procured in 2020 for a one-year term with an option for renew for four additional one-year terms;

**WHEREAS**, the current contract will expire in June 2024, and staff recommends renewal of the contract for an additional one-year term;

**WHEREAS**, the previous cumulative amount of the contract was \$340,000, and OHA staff recommends increasing the funding by an additional \$100,000, for a total cumulative contract amount of \$440,000; and

**WHEREAS**, OHA staff recommends that the OHA Board of Commissioners approve a one-year renewal of the contract with Terracon Consultants Inc. to provide lead-based paint consulting services, with an increase in the contract amount of \$100,000;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves a one-year renewal of the contracts with Terracon Consultants Inc. to provide lead-based paint consulting services, with an increase in the contract amount of \$100,000.

\_\_\_\_\_  
David Levy, Chairman  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the regular meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

\_\_\_\_\_  
Joanie Poore, Secretary  
Housing Authority of the City of Omaha

5.1.4.8. Resolution 2024-35 Residential Real Estate, J Debinski, Renewal

# Memorandum



To: The Board of Commissioners  
From: Jennifer Dexter, Procurement Manager  
Date: April 4, 2024  
Re: Recommendation for Contract Renewal – Residential Real Estate Agent

## RECOMMENDED ACTION:

The Housing Authority of the City of Omaha (hereinafter “OHA”) staff recommends the OHA Board of Commissioners approve a renewal of the contract with Jessica Dembinski, Realtor for Bershire Hathaway HomeServices Ambassador Real Estate, for residential real estate services. This contract amount will not exceed four and eight-tenths percent (4.8%) of the sale price of each transaction. This contract renewal would be for a term of (1) one year with OHA reserving the right to renew for (3) three additional (1) one-year terms with the Board of Commissioner’s approval.

## PREVIOUS ACTION:

Action	Resolution	Contract Effective Date	Amount	Cumulative Amount	Renewals available	No. of Vendors	Contract Expire Date
23-RESREAGENT-68	2023-68	6/15/2023	Percent of Sales	Percent of Sales	4	1	6/15/2024

## PROPOSED ACTION:

Action	Resolution	Contract Effective Date	Amount	Cumulative Amount	Renewals available	No. of Vendors	Contract Expire Date
First Renewal	2024-TBD	6/15/2024	Percent of Sales	Percent of Sales	3	1	6/15/2025

## PROJECT COST:

Company Name	DBE/WBE	Section 3 Business	Expended as of 2/28/2024
JDembinski, BHHS	None	none	Percent of Sales

**METHOD OF PROCUREMENT:** Renewal

**SOURCE OF FUNDS:** Commission to be paid as a percentage of sale price

**SPONSOR(S):** Jennifer Dexter, Procurement Manager  
Jody Holston, Director of Public Housing

**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 – 35**  
**RENEWAL OF CONTRACT FOR RESIDENTIAL REAL ESTATE AGENT**

**WHEREAS**, the Housing Authority of the City of Omaha (“OHA”) currently has a contract with Jessica Dembinski, Realtor for Berkshire Hathaway HomeServices Ambassador Real Estate, to provide residential real estate services;

**WHEREAS**, the contract was procured in 2023 for a one-year term with an option for renew for four additional one-year terms;

**WHEREAS**, the current contract will expire in June 2024, and staff recommends renewal of the contract for an additional one-year term;

**WHEREAS**, the previous cumulative amount of the contract was 4.8 % per property sale, and OHA staff does not recommend increasing the funding, for a total cumulative contract amount of 4.8 % per property; and

**WHEREAS**, OHA staff recommends that the OHA Board of Commissioners approve a one-year renewal of the contract with Jessica Dembinski, Realtor for Berkshire Hathaway Home Services to provide residential real estate services at a commission rate of 4.8 % per property sale;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves a one-year renewal of the contract with Jessica Dembinski, Realtor for Berkshire Hathaway Home Services to provide residential real estate services at a commission rate of 4.8 % per property sale.

\_\_\_\_\_  
David Levy, Chairman  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the regular meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

\_\_\_\_\_  
Joanie Poore, Secretary  
Housing Authority of the City of Omaha

5.1.4.9. Resolution 2024-36 HVAC Services

# Memorandum



To: The Board of Commissioners  
From: Charles Karl, Capital Improvements Manager  
Date: March 28<sup>th</sup>, 2024  
Re: Recommendation for Contract – HVAC Services

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## RECOMMENDED ACTION:

The Housing Authority of the City of Omaha (hereinafter “OHA”) staff recommends that the OHA Board of Commissioners approve a contract with Eyman Plumbing Heating & Air to provide HVAC services at 47 of OHA’s scattered site homes for an amount not to exceed (NTE) of \$335,000 total. The contract term will be a six-month initial period with the option to renew for two additional six-month periods, for a total of one year and six months.

## EXPLANATION:

In 2023, OHA contracted professional home inspections on virtually all scattered site single family and plex homes. Analysis of the inspection reports identified 47 addresses where the furnace and/or air conditioner was past its useful life and warranted replacement. OHA staff used report data to develop a scope of work for each home, including furnace replacement at 42 addresses, and air conditioner replacement at 39 addresses.

## METHOD OF PROCUREMENT:

OHA invited qualified firms to present bids on a scope of work HVAC services . The Invitation for Bid (IFB) was published on 2 consecutive Fridays, February 22<sup>nd</sup> and February 29<sup>th</sup>, 2024. The solicitation was posted in The Daily Record and 15 local companies were contacted. The pre-bid conference was held on February 29<sup>th</sup>, 2024, with representatives from 5 companies attending. OHA received 4 bids for the IFB prior to the deadline of 10:00 a.m. CST on March 21<sup>st</sup>, 2024. The bid amounts are:

Lot	Eyman	MD Air	Skradski	A1 United
1	\$68,032	\$69,100	\$76,595	\$76,080
2	\$57,716	\$58,800	\$64,306	\$69,631
3	\$57,447	\$58,100	\$64,811	\$63,577
4	\$51,088	\$51,700	\$57,019	\$59,452
5	\$57,061	\$57,300	\$64,089	\$66,208
Liner (each)	\$750	\$600	\$913	\$900

## PROJECT COST:

Not to exceed \$335,000 total contract amount for five lots with a total of 47 homes to Eyman Plumbing Heating and Air. The total contract amount includes a calculated 15% increase over the bid amount as an allowance for additional repairs which may result from the contractor’s full inspection of the property and its mechanical systems.

**MBE/WBE/Section 3:** None

**SOURCE OF FUNDS:** 2022 Capital Funds Program Formula Grant

**SPONSOR(S):** Charles Karl, Capital Improvements Manager  
Jennifer Dexter, Procurement Manager  
Jody Holston, Director of Public Housing

**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 – 36**  
**CONTRACT FOR HVAC SERVICES**

**WHEREAS**, OHA desires contracted services to provide HVAC Services;

**WHEREAS**, OHA conducted a public procurement process in accord with HUD regulations and OHA policies, issuing an Invitation for Bids in February 2024;

**WHEREAS**, OHA received four bids for this project, with the lowest bid submitted by Eyman Plumbing and Heating and Air; and

**WHEREAS**, staff recommends that the OHA Board of Commissioners approve a contract with Eyman Plumbing Heating and Air in an amount not to exceed \$335,000, and for a contract term of a six-month initial period with the option to renew for two additional six-month terms, to provide HVAC services;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves a contract with Eyman Plumbing Heating and Air in an amount not to exceed \$335,000, and for a contract term of a six-month initial period with the option to renew for two additional six-month terms, to provide HVAC services.

\_\_\_\_\_  
David Levy, Chairman  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

\_\_\_\_\_  
Joanie Poore, Secretary

5.1.4.10. Resolution 2024-37 Roofing Services

# Memorandum



To: The Board of Commissioners  
From: Charles Karl, Capital Improvements Manager  
Date: April 1<sup>st</sup>, 2024  
Re: Recommendation for Contract – Roofing, Siding and Gutter Services

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## **RECOMMENDED ACTION:**

The Housing Authority of the City of Omaha (hereinafter “OHA”) staff recommends the OHA Board of Commissioners approve a contract with TCI General Contracting Services LLC and Jensen Enterprises to provide Roofing, Siding and Gutter services for 99 of OHA’s scattered site homes for an amount not to exceed (NTE) of \$905,000 total. The contract term will be a six-month initial period with the option to renew for two additional six-month periods, for a total of one year and six months.

## **EXPLANATION:**

In 2023, OHA contracted professional home inspections on virtually all Scattered Site single family and plex homes. Analysis of the inspection reports identified 99 homes that were in need of roof, gutter, and/or siding replacement. OHA staff conducted site visits at all homes and used observations and report data to develop a scope of work for each home. These scopes include full roof and gutter replacement at 91 addresses, and full siding replacement at 16 addresses.

## **METHOD OF PROCUREMENT:**

OHA invited qualified firms to present bids on a scope of work for roofing, siding and gutter services. The Invitation for Bid (IFB) was published on 2 consecutive Fridays, February 22<sup>nd</sup> and February 29<sup>th</sup>, 2024. The solicitation was posted in The Daily Record and 22 local companies were contacted. The pre-bid conference was held on February 28<sup>th</sup>, 2024, with representatives from 11 companies attending. OHA received 10 bids for the IFB prior to the deadline of 2:00 p.m. CST on March 21<sup>st</sup>, 2024. The bid amounts are listed on page 2 of this memorandum.

## **PROJECT COST:**

Not to exceed \$905,000 total contract amount, with \$832,000 for 10 lots with a total of 90 homes to Jensen Enterprises, and \$73,000 for 1 lot with a total of 9 homes to TCI General Contracting. The total contract amount includes a calculated 12% increase over the bid amount as an allowance for additional repairs which may result from the contractors’ full inspection of the exterior of the property.

**MBE/WBE & SECTION 3:** TCI General Contracting Services LLC – MBE

**SOURCE OF FUNDS:** 2022 Capital Funds Program Formula Grant

**SPONSOR(S):** Charles Karl, Capital Improvements Manager  
Jennifer Dexter, Procurement Manager  
Jody Holston, Director of Public Housing

**RECOMMENDED BY:** Joanie Poore, CEO

Summary of Roofing-Siding-Gutter bids by lot

Lot	TCI	Jensen	Bradco	Future	Pinnacle	Mckinnis	Artisan	HHERS	Rocket	Ramos
Lot 1	\$140,192	\$123,191	no bid	no bid	\$149,915	no bid	\$178,592	incomplete bid	no bid	\$134,850
Lot 2	\$65,076	\$62,608	no bid	no bid	\$75,989	no bid	no bid	\$81,108	\$89,715	\$75,866
Lot 3	\$87,499	\$83,415	no bid	no bid	\$100,314	no bid	\$119,209	incomplete bid	no bid	\$116,673
Lot 4	\$62,915	\$59,592	\$68,700	no bid	\$73,826	\$101,068	no bid	\$86,990	\$83,070	\$68,094
Lot 5	\$65,397	\$65,636	\$78,575	no bid	\$78,971	no bid	no bid	\$86,750	\$89,755	\$84,514
Lot 6	\$71,980	\$66,918	no bid	no bid	\$84,640	no bid	no bid	\$90,670	incomplete bid	\$85,149
Lot 7	\$73,388	\$71,349	no bid	no bid	\$87,780	no bid	\$101,227	\$60,540	no bid	\$99,320
Lot 8	\$94,851	\$90,664	no bid	no bid	\$114,333	no bid	\$134,804	\$67,585	no bid	\$106,196
Lot 9	\$57,518	\$55,818	\$63,575	\$111,207	\$67,742	\$92,757	no bid	\$79,310	\$79,105	\$76,192
Lot 10	\$52,964	\$49,751	no bid	no bid	\$62,648	\$80,305	no bid	\$66,020	\$72,600	\$64,939
Lot 11	\$84,338	\$79,448	no bid	no bid	\$108,566	no bid	no bid	\$91,435	no bid	\$107,540
Roof Decking	\$450	\$550	no bid	no bid	no bid	\$636	no bid	\$250	\$400	\$750

**RESOLUTION NO. 2024 – 37**  
**CONTRACT FOR ROOFING, SIDING AND GUTTER SERVICES**

**WHEREAS**, OHA desires contracted services to provide roofing, siding, and gutter services;

**WHEREAS**, OHA conducted a public procurement process in accord with HUD regulations and OHA policies, issuing an Invitation for Bids in February 2024;

**WHEREAS**, OHA received four bids for this project, with the lowest bids submitted by TCI General Contracting Services LLC and Jensen Enterprises;

**WHEREAS**, staff recommends that the OHA Board of Commissioners approve a contract with TCI General Contracting Services LLC and Jensen Enterprises in an amount not to exceed \$905,000, jointly and severally, and for a contract term of a six-month initial period with the option to renew for two additional six-month terms, to provide roofing, siding, and gutter services;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves a contract with TCI General Contracting Services LLC and Jensen Enterprises an amount not to exceed \$905,000, jointly and severally, and for a contract term of a six-month initial period with the option to renew for two additional six-month terms, to provide roofing, siding, and gutter services.

\_\_\_\_\_  
David Levy, Chairman  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

\_\_\_\_\_  
Joanie Poore, Secretary

## 5.2. ADDITIONAL ITEMS FOR CONSIDERATION

### 5.2.1. Resolution 2024-38 NOAH Section 18 Application

**RESOLUTION NO. 2024 -38**  
**SUBMISSION OF HUD SECTION 18 APPLICATION: NOAH 19 UNITS**

**WHEREAS**, the Housing Authority of the City of Omaha (OHA) is pursuing repositioning options for the long-term sustainability and preservation as affordable housing of its public housing program property, NOAH (AMP NE001000023);

**WHEREAS**, staff recommends conversion of 19 NOAH units to project-based voucher (PBV) assistance through HUD’s PBV program, which requires HUD approval of a Section 18 disposition application, and which will require transfer of ownership to OHA’s affiliate, River City Housing, and removal of units from the public housing program and conversion to the Section 8 PBV program;

**WHEREAS**, OHA submission of a Section 18 application requires consultation with the City of Omaha, which consultation has been conducted, and OHA has obtained a letter of support from the Mayor of the City of Omaha:

**WHEREAS**, OHA submission of a Section 18 application requires consultation with the Resident Advisory Board, and OHA staff has consulted with its RAB, the Central Advisory Committee;

**WHEREAS**, OHA submission of a Section 18 application requires notice to and consultation with the residents, and OHA staff has provided notice and held resident meetings;

**WHEREAS**, staff has consulted with the OHA Board in regard to all material parts of the Section 18 disposition application including the justification for disposition; the proposed method of disposition; the proposed use of proceeds, if applicable; and relocation plans, if applicable; and

**WHEREAS**, OHA staff recommends that the OHA Board of Commissioners authorize OHA staff to submit a Section 18 application to HUD for disposition and PBV conversions of 19 NOAH units;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners hereby authorizes OHA staff to submit a Section 18 application to HUD for disposition and PBV conversion of 19 NOAH units from OHA’s public housing stock. Furthermore, the Board authorizes OHA’s CEO, Joanie Poore, and General Counsel, Brian Hansen, to take such actions and authorize such documents as needed for submission of the Section 18 application.

\_\_\_\_\_  
David Levy, Chair  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

\_\_\_\_\_  
Joanie Poore, Secretary

# Memorandum

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To: OHA Board of Commissioners

From: Brian Hansen, General Counsel

Date: April 4, 2024

Re: NOAH Section 18 & RAD Applications

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**RECOMMENDED ACTION:** OHA staff recommends that the Board approve submission of a Section 18 disposition application for PBV conversion of 19 NOAH units. Staff also recommends that the Board approve submission of a RAD application for the remaining 5 NOAH units.

**EXPLANATION:** OHA is reviewing its portfolio to identify repositioning options to improve the long-term financial viability of its affordable housing stock.

NOAH is a 24-unit development of single-family homes constructed in about 2005. The units are in good condition, and OHA wishes to retain these units in its affordable housing stock and reposition as follows:

- Nineteen NOAH units meet HUD’s definition of “scattered site” units. OHA proposes PBV conversion of these 19 units through a Section 18 disposition application.
- Five NOAH units do not meet HUD’s definition of “scattered site” units because there are more than 4 units on the same block. OHA proposes to reposition these 5 units through RAD conversion.

Project-based voucher (PBV) conversion is preferred whenever possible because it provides higher subsidies than the public housing program. PBV conversion provides for gross rents as determined by the Housing Choice Voucher (HCV) (Section 8) program, which are closer to market rents. For example, HUD estimates that a 3-bedroom NOAH unit may receive gross rents up to \$1,562 per month under the PBV program, compared to about \$800 per month under the public housing program. Tenant rent contributions will not change—tenant rent contributions will be determined by the HCV program, which is largely identical to the public housing program, roughly 30% of monthly income—but the HUD subsidy will increase. HUD offers this repositioning option because HUD has recognized the extra costs of maintaining scattered site units. HUD has established procedures to support PBV conversion of scattered site units, which is limited to units that meet HUD’s definition of “scattered sites” where there are no more than 4 units on the same block. PBV conversion requires HUD approval of a Section 18 disposition application, which requires transfer of ownership of units to a different entity, River City Housing.

Rental Assistance Demonstration (RAD) conversion provides another repositioning option. Under HUD’s RAD program, units may be converted from the public housing program to the RAD Section 8-funded PBV program. The potential gross rents per unit do not change—the RAD gross rents will be identical to the current estimated public housing gross rents. But RAD conversion has advantages over the public housing program because it provides greater stability in revenue and it permits OHA to acquire debt for capital improvements. Tenant rent contributions will not change—tenant rent contributions will be determined by the HCV program, which is largely identical to the public housing program, roughly 30% of monthly income. PBV conversion requires HUD approval of a RAD application, which requires transfer of ownership of units to a different entity, River City Housing.

**RECOMMENDED BY:** Joanie Poore, CEO

5.2.2. Resolution 2024-39 NOAH RAD Application

**RESOLUTION NO. 2024 - 39**  
**SUBMISSION OF HUD RAD PROGRAM APPLICATION: NOAH 5 UNITS**

**WHEREAS**, the Housing Authority of the City of Omaha (OHA) seeks to pursue repositioning options for the long-term sustainability and preservation as affordable housing of its public housing program property, NOAH (AMP NE001000023);

**WHEREAS**, the Rental Assistance Demonstration Program (RAD) of the United States Department of Housing and Urban Development (HUD) allows public housing properties to convert to a more stable and predictable funding platform with project-based Section 8 rental subsidy;

**WHEREAS**, RAD conversion allows for the use of other funding sources such as Low Income Housing Tax Credits (LIHTC), public or private debt, and grant funds for financing rehabilitation of the properties; and

**WHEREAS**, the OHA Board of Commissioners finds that it is in the long term best interest of OHA to pursue RAD conversion of selected public housing program properties, including 5 NOAH units, for preservation as affordable housing;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners of the Housing Authority of the City of Omaha hereby:

1. Authorizes the submission of the RAD application by OHA to HUD for the conversion of 5 NOAH Annual Contributions Contract (ACC) units using the RAD Project-Based Voucher (PBV) option;
2. Approves the Application Form HUD-5260;
3. Authorizes the CEO, Joanie Poore, or General Counsel, Brian Hansen, to execute all required application and supporting documents including Form HUD-5260, and any follow-up documentation necessary to complete the proposed RAD conversions; and
4. Appoints the CEO, Joanie Poore, or General Counsel, Brian Hansen, to act as agents of OHA to execute all necessary agreements and instruments for and on behalf of OHA to participate in the RAD program.

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David Levy, Chair  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

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Joanie Poore, Secretary

# Memorandum

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To: OHA Board of Commissioners

From: Brian Hansen, General Counsel

Date: April 4, 2024

Re: NOAH Section 18 & RAD Applications

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**RECOMMENDED ACTION:** OHA staff recommends that the Board approve submission of a Section 18 disposition application for PBV conversion of 19 NOAH units. Staff also recommends that the Board approve submission of a RAD application for the remaining 5 NOAH units.

**EXPLANATION:** OHA is reviewing its portfolio to identify repositioning options to improve the long-term financial viability of its affordable housing stock.

NOAH is a 24-unit development of single-family homes constructed in about 2005. The units are in good condition, and OHA wishes to retain these units in its affordable housing stock and reposition as follows:

- Nineteen NOAH units meet HUD’s definition of “scattered site” units. OHA proposes PBV conversion of these 19 units through a Section 18 disposition application.
- Five NOAH units do not meet HUD’s definition of “scattered site” units because there are more than 4 units on the same block. OHA proposes to reposition these 5 units through RAD conversion.

Project-based voucher (PBV) conversion is preferred whenever possible because it provides higher subsidies than the public housing program. PBV conversion provides for gross rents as determined by the Housing Choice Voucher (HCV) (Section 8) program, which are closer to market rents. For example, HUD estimates that a 3-bedroom NOAH unit may receive gross rents up to \$1,562 per month under the PBV program, compared to about \$800 per month under the public housing program. Tenant rent contributions will not change—tenant rent contributions will be determined by the HCV program, which is largely identical to the public housing program, roughly 30% of monthly income—but the HUD subsidy will increase. HUD offers this repositioning option because HUD has recognized the extra costs of maintaining scattered site units. HUD has established procedures to support PBV conversion of scattered site units, which is limited to units that meet HUD’s definition of “scattered sites” where there are no more than 4 units on the same block. PBV conversion requires HUD approval of a Section 18 disposition application, which requires transfer of ownership of units to a different entity, River City Housing.

Rental Assistance Demonstration (RAD) conversion provides another repositioning option. Under HUD’s RAD program, units may be converted from the public housing program to the RAD Section 8-funded PBV program. The potential gross rents per unit do not change—the RAD gross rents will be identical to the current estimated public housing gross rents. But RAD conversion has advantages over the public housing program because it provides greater stability in revenue and it permits OHA to acquire debt for capital improvements. Tenant rent contributions will not change—tenant rent contributions will be determined by the HCV program, which is largely identical to the public housing program, roughly 30% of monthly income. PBV conversion requires HUD approval of a RAD application, which requires transfer of ownership of units to a different entity, River City Housing.

**RECOMMENDED BY:** Joanie Poore, CEO

5.2.3. Resolution 2024-40 Southside Terrace Phase I

# **HOUSING AUTHORITY OF THE CITY OF OMAHA REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

Resolution authorizing the Chief Executive Officer to execute and deliver all closing documents pertaining to the Southside Terrace Phase 1 development, which is a Choice Neighborhoods Initiative transaction, and authorizing the Chief Executive Officer or her designee to take such other actions as the Chief Executive Officer deems necessary to carry out this resolution and closing.

## **RESOLUTION NO. 2024-\_\_\_**

**WHEREAS**, on September 15, 2022, the United States Department of Housing and Urban Development (“**HUD**”) selected the Housing Authority of the City of Omaha (“**OHA**”) and the City of Omaha to receive a Fiscal Year (FY) 2021 Choice Neighborhoods Initiative (“**CNI**”) Implementation Grant to support the CNI Transformation Plan to redevelop and replace the public housing site known as Indian Hill in the Omaha neighborhood (“**Indian Hill**”);

**WHEREAS**, OHA, the City, and Brinshore Development, L.L.C., a Nebraska limited liability company (the “**Developer**”) entered into that certain Master Development Agreement dated as of \_\_\_\_\_, 2024 (collectively, the “**Agreement**”);

**WHEREAS**, pursuant to the Agreement, Developer, City and OHA are developing Indian Hill in multiple phases, including this first phase, which entails the development of an approximately ninety-two (92) unit rental housing project, commonly known as “Southside Terrace Phase 1” (the “**Project**”);

**WHEREAS**, OHA is the fee interest owner of the underlying real property of the Project (the “**Property**”);

**WHEREAS**, OHA will enter into that certain Declaration of Condominium Ownership For Southside Terrace Phase 1 Condominium (“**Condo Declaration**”), pursuant to which OHA will divide the Property into two condominium units: (i) a market rate condominium owned by SST Phase 1 Market, LLC (the “**Market Rate Owner**”), which will contain approximately twenty-four (24) units, of which four (4) will receive Section 8 Project Based Voucher (“**PBV**”) assistance and twenty (20) will be unrestricted market rate units (the “**Market Rate Condo**”); and (ii) an affordable condominium owned by SST Phase 1 LIHTC, LLC (the “**LIHTC Owner**”), which will contain approximately sixty-eight (68) rental units, of which thirty-five (35) will receive PBV assistance (the “**LIHTC Condo**”);

**WHEREAS**, OHA will ground lease the Property to the Market Rate Owner and the LIHTC Owner (collectively the “**Owners**”), pursuant to ground lease agreements (collectively the “**Ground Lease**”);

**WHEREAS**, OHA will provide construction to permanent loans to the Owners with a portion of the CNI grant funds and disposition proceeds for the development of the Project (the “**OHA Loans**”);

**WHEREAS**, the Owners have secured additional financing for the development of the Project, including, but not limited to, proceeds from tax exempt bonds, equity from the sale of low income housing tax credits, and construction/permanent financing from private lenders, the City, and the Nebraska Department of Economic Development (collectively with the OHA Loans, the “**Project Financing**”);

**WHEREAS**, pursuant to the requirements of the CNI grant, OHA and the Owners will enter into a Declaration of Restrictive Covenants for the Choice Neighborhoods Initiative Program ensuring the long-term affordability of the Project and such other documents as required by HUD under the CNI program (collectively, the “**CNI Documents**”);

**WHEREAS**, OHA will provide approximately thirty-nine (39) PBVs to the Owners pursuant to Agreements to Enter into a Housing Assistance Payment Contracts (“**AHAP**”);

**WHEREAS**, the Board of Commissioners of the Housing Authority of the City of Omaha have determined that it is in the best interest of OHA to undertake the Project and the transactions provided herein.

**NOW, THEREFORE, BE IT RESOLVED THAT:** The Board of Commissioners of the Housing Authority of the City of Omaha hereby authorizes and approves:

1. That Joanie Poore, the Chief Executive Officer of OHA, is hereby authorized, empowered and directed to enter the (i) Condo Declaration, (ii) Ground Lease, (iii) documents evidencing the OHA Loans, (iv) CNI Documents, (v) AHAP, and any additional or ancillary documents, instruments, certifications, guarantees, and agreements required thereunder and to take such further actions to carry out the forgoing transactions and as may be necessary in connection with the closing of the Project or related thereto;
2. That Joanie Poore, the Chief Executive Officer of the Authority, is authorized, empowered, and directed to negotiate and execute any and all necessary documents, agreements, and/or certifications necessary to complete and close with all financing partners with respect to the Project; and
3. That to the extent any of the actions authorized by this Resolution have already been taken, such actions are hereby ratified and confirmed as the valid actions of the OHA, effective as of the date such actions were taken.

<b>Member</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>

Executed this \_\_<sup>th</sup> day of \_\_\_\_\_, 2024.

**CERTIFICATION OF RESOLUTION**

I, \_\_\_\_\_, do hereby certify that this Resolution No. \_\_\_\_\_ was approved by the Board of Commissioners at a duly held and authorized meeting of the Board, that I am the person authorized to sign this certification, consistent with the State law and By-laws of the Board of Commissioners, and that the statements contained herein are a true and accurate account of the Board’s action.

\_\_\_\_\_

Date



**MIXED-FINANCE  
DEVELOPMENT PROPOSAL**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0275  
(exp. 07/31/2026)

*The public reporting burden for this collection of information is estimated to average 16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, DC 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.*

*This collection of information is required for developing a Mixed-Finance rental project pursuant to HUD regulations 24 CFR 905. The information will be used to provide HUD with sufficient information to enable a determination that the proposed housing project is demographically and financially feasible and that HUD statutory and regulatory requirements have been met. No assurances of confidentiality are provided for this information collection.*

Public Housing Authorities (PHAs) must obtain HUD's approval before developing new public housing or undertaking the major modernization of an existing public housing development. Under 24 CFR 905.606, PHAs must submit this Development Proposal to HUD for all types of housing development that will utilize public housing funds, including capital or operating funds, so that HUD can assess the viability and financial feasibility of a proposed development and assure its compliance with public housing regulations. This Development Proposal must also be submitted for development of any public housing or non-public housing units funded through a Choice Neighborhoods grant. If a PHA does not submit a Development Proposal and secure HUD approval, the PHA may have to repay any public housing funds used in conjunction with the project.

The purpose of this document is to provide a template for the Development Proposal's preparation. Information may be typed directly into this form. This template may be used for all types of public housing development. However, it is required to be used for mixed-finance public housing development and for development funded through a Choice Neighborhoods grant. This document may also be used for projects involving the refinancing of existing projects, projects require a Section 30 approval, and other initiatives as needed

This document, along with its attachments, generally includes all information required to be included in a Development Proposal, though HUD reserves the right to request additional information, or to require less information, to carry out its review. In addition, for mixed-finance and Choice Neighborhoods projects, this document identifies additional documentation needed for HUD to complete a Subsidy Layering Analysis for the project, as required under section 102(d) of the HUD Reform Act of 1989.

For non-mixed-finance public housing development, the Development Proposal and all attachments must be submitted to the appropriate HUD Field Office.

For mixed-finance projects, Choice Neighborhoods projects, or other types of projects, the Development Proposal and all attachments must be submitted to the Office of Public Housing Investments at HUD Headquarters. PHAs should work with their assigned HUD Project Manager to prepare the Development Proposal. Submissions must be made well in advance of closing to allow adequate time for review and approval.

**Section 1: Project Information**

PHA: Omaha Housing Authority (co-grantee); City of Omaha (lead applicant and co-grantee)

Project Name: Southside Terrace Phase 1 (SST Phase 1)

\_\_\_\_\_ (Old Name, if applicable)

PIC Project Number (if applicable): \_\_\_\_\_

PHA Contact Person: Brian Hansen

Phone Number: (402) 444-6900 Ext. 2238

Email: bhansen@ohauthority.org

MTW Agency? \_\_\_\_\_ Yes    X    No

Choice Neighborhoods Grant Name: Southside Terrace / Indian Hill

Choice Neighborhoods Grant Number: NE7D531CNG121

HOPE VI Grant Name: N/A

HOPE VI Grant Number: N/A

Project Type (check all that apply):

- Choice Neighborhoods
- Conventional Public Housing Development
- HOPE VI
- Main Street
- Mixed-Finance
- Mixed-Finance (Operating Subsidy Only)
- Refinancing
- Section 30
- Other: Please describe: \_\_\_\_\_

## **Section 2: Project Description\***

**\*For mixed-finance projects, information in this Section 2 must also be included in Exhibit B of the project's Mixed-Finance Amendment to the ACC.**

- Provide a project overview, including the following information:
  - Development method (e.g. new construction, rehab, or acquisition)
  - For acquisition and/or rehab projects, a description of the building's age, current ownership, current use (e.g. multifamily, commercial, or institutional) and physical condition
  - Type of housing to be developed (e.g. elevator, walk-up, row house, and/or detached/semi-detached)
  - The number of units to be developed by bedroom-count and unit type (e.g. public housing, LIHTC, PBV or unrestricted) using HUD's Development Proposal Calculator (HUD Form 50156)
  - Non-dwelling space type & size (e.g. community center, maintenance shed)
  - Phasing plan (if this project is part of a larger, multi-phase development)
- Overview of project participants
  - Identification and description of the project's developer
  - Brief discussion of procurement process for the developer (see 24 CFR 905.316)
  - Description of the PHA's role in the project
- Proposed residents to be served (e.g. families, elderly, and/or disabled)
  - Identification of any work requirement or work preference for public housing residents living in the development
- Proposed energy rating for units (e.g. energy star, LEED, another regional or national green building certification or local code)
- Description of unit-based internet connectivity
- Description of anticipated RAD conversion, if applicable
- Other pertinent information

### **Project Overview & Status**

Southside Terrace Phase 1 (SST Phase 1) is the first phase of the Omaha, Nebraska Southside Terrace – Indian Hill HUD Choice Neighborhoods Implementation (CNI) Grant. This 92-unit phase will initiate the redevelopment of the Southside Terrace Garden Apartments public housing site into a mixed-income community offering a variety of housing types to a range of household sizes.

Consisting of a newly constructed 4-story elevator building, SST Phase 1 will



serve families across a mix of incomes, featuring 39 Project-Based Voucher (PBV) units, 33 units for households at or below 60% AMI, and 20 unrestricted market-rate units.

Similar to Kennedy Square East and Highlander Phases I and IV of the Omaha North 30<sup>th</sup> CNI, this phase will be comprised of an affordable condominium and a market-rate condominium. The affordable condominium will include 68 units of income-restricted housing which represents the Nebraska Investment Finance Authority (NIFA) 4% Affordable Housing Tax Credit (AHTC)-financed transaction. The 24-unit market-rate condominium will allow the phase to offer true unrestricted units and PBV units up to 80% AMI.

The development will include approximately 3,000 square feet of ground floor amenities, including community space with kitchenette, leasing office, and storm shelter. The project will also include updates to the utility infrastructure and other public improvements. Unlike some traditional elevator buildings, the 3 and 5-bedroom ground floor units are not located off of a corridor and have direct exterior access from the front and back of the units. The remaining mix of 1-, 2-, and 3-bedroom units are located on floors two through four.

<b>Total Development Cost:</b>	\$32.5 million
<b>Total Units:</b>	92 units
<b>Development Method:</b>	New Construction
<b>Housing Type:</b>	4-Story Elevator Building
<b>Rents:</b>	1-bedrooms range from \$825 - \$1,000 2-bedrooms range from \$950 - \$1,200 3-bedrooms range from \$1,100 - \$1,475 5-bedrooms are \$1,960

**Unit Type & Bedroom Mix:**

	1-Bedroom	2-Bedroom	3-Bedroom	5-Bedroom	Unit Total
CNI Replacement (PBV +LIHTC)	11	17	4	3	<b>35</b>
CNI Replacement (PBV-Only)	0	0	1	3	<b>4</b>
LIHTC-Only	13	16	4	0	<b>33</b>
Market-Rate	9	9	2	0	<b>20</b>
<b>Total</b>	<b>33</b>	<b>42</b>	<b>11</b>	<b>6</b>	<b>92</b>

<b>Income Mix:</b>	21.7% Market-Rate 42.4% Replacement Housing/Affordable (PBV) 35.9% Affordable (LIHTC-only)
<b>Proposed Energy Rating:</b>	Energy Star, National Green Building Standards – Bronze level
<b>Internet Access:</b>	Buildings and units will be wired with high-speed internet.

<b>Parking:</b>	92 spaces; 5 accessible
<b>Amenities:</b>	850 ft <sup>2</sup> Community room 400 ft <sup>2</sup> Fitness room On-site leasing office In-unit washer/dryers Off-street parking Storm Shelter
<b>Phasing Plan:</b>	SST Phase 1 is the first housing phase of the Southside Terrace – Indian Hills HUD Choice Neighborhoods Implementation Grant.
<b>Proposed Residents to be Served:</b>	Families
<b>Identification of any Work Requirement or Preference for Public Housing Residents:</b>	N/A

<b>Overview of Project Participants</b>
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**Project Developer**

Brinshore Development, LLC (55%), the Omaha Housing Authority (35%), and the Southside Redevelopment Corporation dba Canopy South (10%), are co-developers as explained in the CNI Grant Application.

**Procurement Process**

Brinshore, a development organization with significant experience in providing affordable and mixed-income housing utilizing a variety of public and conventional financing sources, was deemed the most responsive proposer in response to the Omaha Housing Authority’s (OHA) Request for Qualifications for Co-Developers (RFQ. No. 210223) issued on March 3, 2021. Brinshore was competitively selected and received preliminary award on July 8, 2021 pursuant to OHA Resolution #2022-04. Brinshore will serve as Master Developer for the Southside Terrace replacement housing, be a Principal Team Member, and the Housing Implementation Lead.

**PHA’s Role**

OHA is a co-developer and will act as contract administrator of the Housing Assistance Payment contracts for the 39 Project-Based Voucher units. Owning the underlying land, OHA will serve as Lessor under a Ground Lease with the SST Phase 1 LIHTC, LLC and SST Phase 1 Market, LLC entities. An affiliate of OHA, River City Housing Connections, LLC, will own 35% interest in the managing member of the ownership entity.

**Other Team Members**

Architect: Alley Poyner Macchietto Architects

General Contractor: Lueder Construction  
Civil Engineer: Ehrhart Griffin & Associates  
Property Manager: Seldin Company

### Ownership Structure

SST Phase 1 LIHTC, LLC is the Owner entity for the LIHTC condominium, of which Enterprise Housing Credit Investments (“Enterprise”) will have 98.99% limited partner interest in exchange for its investment of equity raised through the sale of the federal Low-Income Housing Tax Credits (LIHTC). Sugar Creek Capital will own 1.00% interest in exchange for its investment of equity raised through the sale of the State LIHTC. The Managing Member, SST Phase 1 LIHTC Manager, LLC – comprised of Canopy South (10%), River City Housing Connections (35%), and Brinshore TL, LLC (55%), will have the remaining 0.01% interest.

The market-rate condominium will be owned by SST Phase 1 Market, LLC, with interests split in the same fashion as the LIHTC managing member: Canopy South (10%), River City Housing Connections (35%), and Brinshore TL, LLC (55%).

### **Section 3: Site Information**

Provide information on the development site, including the following:

- A physical description of the site
  - Identify any known environmental issues
  - Describe any unusual features that might affect development
- Description of the neighborhood
- Description of the site’s proximity to retail, education, social services, transportation, jobs and other amenities
- Site map
- Map of the surrounding neighborhood and city
- Other pertinent information, such as:
  - Any plans to enhance climate resiliency

### Physical Description of the Site

Location: S. 28<sup>th</sup> Avenue and W Street, Omaha NE 68107  
Census Tract: 29.00

SST Phase 1 will be situated on approximately 2 acres/92,061 sq.ft. of what is the primarily vacant southeast corner of the Southside Terrace public housing site. Two existing public housing buildings are located along the western edge of the SST Phase 1 site and will be demolished as part of the redevelopment scope. Three (3) Southside Terrace buildings border the site to the west across S. 29<sup>th</sup> Street, as do 2 buildings north of U Avenue. Across S. 28<sup>th</sup> Avenue to the east is a trucking company parking lot, and south of W Street is an open space and parking lot serving Miguel Keith Park. Maximizing visibility, SST Phase 1 will be oriented facing south and west along W Street and S. 29<sup>th</sup> Street with on-site parking located in the northeast corner at S. 28<sup>th</sup> Avenue and U Avenue. Please see corresponding site maps included in **Attachment 1 – Site Map.**

### Environmental Issues

A Phase I ESA specific to SST Phase 1 was conducted in November 2023, which identified two Recognized Environmental Conditions (RECs). One was a historical REC related to the presence of a 20,000-gallon fuel tank formerly located on-site. There are sufficient records to show the tank was removed in 1988 with no contaminated soils present around it; this historical REC was closed by the Nebraska Department of Energy and Environment.

The second REC involves the potential for elevated lead concentrations in soils due to the development's location within the final focus area of the Omaha Lead Superfund region. In 2005, soil sampling occurred around the two existing apartment buildings on the western edge of the site; results were found to be below the action level of 400 parts per million. No samplings appear to have been taken for the remaining portion of the site. SST Phase 1 as a residential-type property would be eligible for superfund status and thus soil testing and clean-up, if necessary. The City of Omaha, through a partnership with the U.S. EPA, will test the soil at the site. If lead concentrations in the soil exceed the EPA screening level, contaminated soil would be removed and replaced at no cost to the property owner.

Additionally, an asbestos survey was conducted in September 2023 for the two existing buildings that will be demolished as part of the redevelopment effort. The report indicated asbestos or asbestos containing materials (ACM) were not present in either building. If necessary, lead-based paint testing will take place prior to the demolition of the two buildings to determine if any special material handling will be required.

**Describe any Unusual Features which might affect Development**

N/A

**Description of the Neighborhood**

Within the Indian Hill neighborhood, the 32-acre Southside Terrace Garden Apartments public housing site is bordered by vacant land and light industrial uses to the north, east, and southeast. Recreational uses/park space borders the south, while the west border is primarily single-family residential with some church and small commercial uses.

SST Phase 1 is the first phase of the Southside Terrace CNI redevelopment and will be located within the footprint of the existing public housing site.

**Proximity of Site to Retail, Education, Social Services, Transportation, Jobs, etc.**

Located 5 miles south from both downtown and the largest medical cluster in the region, and less than a ¾ mile from Highway 75, the SST Phase 1 site is well located locally and regionally for access to major employers, amenities, and services throughout the city of Omaha.

Within a 1- to 2-mile radius of the site and primarily to the north and northwest, are three large community retail centers. Sutherland Plaza offers access to an Aldi and Dollar Tree; Stockyard's Plaza includes a clothing store and Sally Beauty Supply; and Plaza Q 36 houses Supermercado Nuestra Familia – a stand-alone grocery store, Family Dollar, Planet Fitness, and Viva Fashion. Additional grocery options include a Walmart

Neighborhood Market 3 miles northwest of the site, and Jacobo’s Grocery approximately 1 mile to the northeast.

Several educational facilities are within a 1-mile radius of the development. Indian Hill Elementary School and Educare of Omaha, Inc. at Indian Hill – an Early Head Start and Head Start service facility, are located 5 blocks west from the site, with Highland Elementary located approximately 8 blocks to the south. Marrs Middle School, to the east of Highway 75, is approximately a half mile away. Both the Metropolitan Community College and South Omaha Public Library are 7 blocks to the north.

Various social service organizations are readily accessible from the site. One World Community Health Centers – a federally qualified health center, Joshua Medical Center, and Walgreens are all located less than 1 mile from the development. The 140,000 sq. ft. Salvation Army Kroc Center is to the south of SST Phase 1 and features gathering space, sports fields, fitness and aquatic center, as well as arts, music, and educational programming. The Simple Foundation – the anchor institution of the Southside Terrace CNI, is an organization that provides programming focused on academic achievement, mentorship, community involvement, health empowerment, and enhancement of social skills. This community resource is located 7 blocks northwest of the site.

Less than a mile from the development and 8 blocks north is the South Omaha Transit Center, adjacent to the public library and community college. A bus stop is located 2 blocks away to the west at S. 30<sup>th</sup> and W Streets. Easy access to Highway 75 is available from Q Street, a little over a ½ mile away. Highway 75 is a major highway that traverses north/south through Omaha and provides access to Interstate 80 and further connection to other major freeways and highways such as Interstates 680 and 480.

The proximity to the interstate system will provide SST Phase 1 residents easy access to major employers. There are also a large number within the neighborhood, including: Metropolitan Community College, Midwest Maintenance, One World Health Centers, UPS, and several meatpacking facilities such as Nebraska Beef, JBS Beef, Greater Omaha Packing, and Smithfield Foods.

**Site Map**

Please see maps and site layout included in [Attachment 1 – Site Map](#).

**Map of the Surrounding Neighborhood and City**

Please see map included in [Attachment 2 – Neighborhood, City Map](#).

**Climate Resiliency**

The new housing will meet and exceed energy efficiency and green design goals by complying with Energy Star and the National Green Building Standard (NGBS) Bronze-level certification requirements. These design requirements not only support overall energy efficiency and sustainability, but also create long term affordability for residents. The design team is exploring ways to incorporate solar energy into the replacement housing that will further reduce resident energy costs as well as the building’s overall energy consumption and carbon footprint.

Additionally, under consideration as a CNI Critical Community Improvement (CCI) activity is the Beat the Heat Initiative (BTHI). In 2022, University of Nebraska Medical Center researchers, local experts, and nonprofits teamed with citizen scientists to capture temperature and humidity data across the region during a one-day heat mapping campaign as part of the National Oceanic and Atmospheric Organization's (NOAA) Urban Heat Island Mapping Project. Further analysis by the University of Nebraska Lincoln determined that the Southside Terrace - Indian Hill neighborhood is considered a heat island, experiencing up to 9.4-degree higher temperatures than the coolest parts of Omaha.

The BTHI at Southside Terrace would direct CCI funds to a number of incremental green infrastructure projects that aim to increase the number of shaded/respice areas in the neighborhood, and decrease the overall temperature and accompanying consequences experienced by Southside Terrace - Indian Hill residents.

**Section 4: Key Development Partners and Participating Parties\***

**\*For mixed-finance projects, Section 4 must also be included in Exhibit A to the project's Mixed-Finance Amendment to the ACC.**

Provide the following information for each major partner in the Project:

<b>ROLE</b>	<b>ENTITY NAME &amp; CONTACT INFORMATION (person, phone number &amp; email)</b>	<b>PERCENTAGE INTEREST IN THE PROJECT'S OWNER ENTITY (%)</b>	<b>RELATIONSHIP TO PHA (if any)</b>
Developer	Brinshore Development, LLC Todd Lieberman (224) 927-5061 <a href="mailto:toddl@brinshore.com">toddl@brinshore.com</a>	55%	None
	Omaha Housing Authority Brian Hansen (402) 444-6900 Ext. 2238 bhansen@ohauthority.org	35%	PHA
	Southside Redevelopment Corporation dba Canopy South César Garcia (402) 916-9293 cesar@canopysouth.org	10%	None
Ownership Entity	<b>SST Phase 1 LIHTC, LLC</b> Todd Lieberman (224) 927-5061 <a href="mailto:toddl@brinshore.com">toddl@brinshore.com</a>	100%	None
	<b>SST Phase 1 Market, LLC</b> Todd Lieberman	100%	None

	(224) 927-5061 <a href="mailto:toddl@brinshore.com">toddl@brinshore.com</a>		
	Please see <b>Attachment 13 – Organizational Chart</b>		
General Partner or Managing Member of the Owner	<b>SST Phase 1 LIHTC Manager, LLC</b> (See members below)	0.01%	None
	Brinshore TL, LLC Todd Lieberman 224-927-5061 <a href="mailto:toddl@brinshore.com">toddl@brinshore.com</a>	0.0055%	None
	River City Housing Connections, LLC Brian Hansen 402-444-6900 ext. 2238 <a href="mailto:BHansen@ohauthority.org">BHansen@ohauthority.org</a>	0.0035%	PHA Affiliate
	Southside Redevelopment Corporation dba Canopy South César Garcia (402) 916-9293 cesar@canopysouth.org	0.0010%	None
Limited Partner or Investor/Limited Member of the Owner	<b>Enterprise Housing Credit Investments, LLC</b> Chad Courtney (312) 803-0775 <a href="mailto:chadcourtney@enterprisecommunity.com">chadcourtney@enterprisecommunity.com</a>	98.99%	None
State Limited Partner/Limited Member of the Owner	<b>Sugar Creek Capital, LLC</b> Scott Nixon (314) 229-2860 snixon@sugarcreekcapital.com	1%	None
Public Housing Agency, Instrumentality or Affiliate	<b>Omaha Housing Authority (OHA)</b> Brian Hansen 402-444-6900 ext. 2238 <a href="mailto:BHansen@ohauthority.org">BHansen@ohauthority.org</a>	0%	PHA
	<b>River City Housing Connections, LLC</b> Brian Hansen 402-444-6900 ext. 2238 <a href="mailto:BHansen@ohauthority.org">BHansen@ohauthority.org</a>	35% of Developer and Managing Member	PHA Affiliate
Property Manager	<b>Seldin Company</b> Alicia Stoermer Clark (402) 952-4561 alicia.clark@seldin.com	0%	None

Construction Lender	<b>Horizon Bank</b> Janet L. Latimer (402) 786-6040 <a href="mailto:jlatimer@horizonbankne.com">jlatimer@horizonbankne.com</a>	0%	None
Permanent Lender(s)	<b>Legacy Bank &amp; Trust</b> Olivio Ochoa (417) 823-9600 <a href="mailto:oochoa@legacybankandtrust.com">oochoa@legacybankandtrust.com</a>	0%	None
Permanent Lender(s)	<b>Front Porch Investments, Inc.</b> Tess Houser (402) 933-4164 tess@omahafoundation.org	0%	None
Permanent Lender(s) CNI Loan(s) Sponsor Loan	<b>Omaha Housing Authority (OHA)</b> Brian Hansen 402-444-6900 ext. 2238 <a href="mailto:BHansen@ohauthority.org">BHansen@ohauthority.org</a>	0%	PHA
Permanent Lender(s) NDED CDBG-DR	<b>Nebraska Department of Economic Development</b> Christina Zink (402) 326-4091 <a href="mailto:Christina.Zink@nebraska.gov">Christina.Zink@nebraska.gov</a>	0%	None
Permanent Lender(s) HOME Funds TIF	<b>City of Omaha</b> Kellie Johnston Dorsey (402) 444-5150 ext. 2008 kljohnstondorsey@cityofomaha.org	0%	None
Permanent Lender(s)	<b>Southside Redevelopment Corporation</b> dba Canopy South César Garcia (402) 916-9293 cesar@canopysouth.org	0%	None
General Contractor	<b>Lueder Construction</b> Ron Weis (402) 339-1000 <a href="mailto:rweis@lueder.com">rweis@lueder.com</a>	0%	None
Legal Counsel (PHA)	<b>Reno &amp; Cavanaugh</b> Nydia Pouyes (202) 804-6938 <a href="mailto:NPouyes@renocavanaugh.com">NPouyes@renocavanaugh.com</a>	0%	None
Legal Counsel (Managing Member)	<b>Applegate &amp; Thorne-Thomsen</b> Daniel Kraft (312) 491-4428 <a href="mailto:dkraft@att-law.com">dkraft@att-law.com</a>	0%	None
Architect	<b>Alley Poyner Macchietto Architecture</b> Jay Palu (402) 341-1544	0%	None

	<a href="mailto:JPalu@alleypoyner.com">JPalu@alleypoyner.com</a>		
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If a PHA instrumentality or affiliate is involved in the project, provide a description of the relationship between the PHA and the instrumentality/affiliate as it relates to the project (see 24 CFR 905.604(b)):

The Omaha Housing Authority (OHA) is a developer partner in the project and will be contract administrator for the project’s PBV AHAP and HAP contracts. In addition, OHA’s affiliate, River City Housing Connections, LLC, will own 35% of the managing member entity throughout the compliance period.

**Section 5: Project Schedule\***

**\*For mixed-finance projects, Section 5 must also be included in Exhibit D to the project’s Mixed-Finance Amendment to the ACC.**

Provide dates (mm/dd/yyyy) for each activity identified below. If a task has not yet been completed, please include a date in the “Anticipated Completion Date” column. If a task is complete, enter a date in the “Actual Completion Date” column.

ACTIVITY	ANTICIPATED COMPLETION DATE	ACTUAL COMPLETION DATE
Demolition Approval from HUD	08/16/2023	08/16/2023
Disposition Approval from HUD	Submitted 11/20/2023	
LIHTC Award	02/17/2023	02/17/2023
Environment Review Completed (HUD-7015.16 approved)	06/09/2023	06/09/2023
HUD Site and Neighborhoods Standards Review Completed	N/A	N/A
Relocation Completed	02/29/2024	
Financial Closing	03/1/2024	
Abatement/Demolition Start	03/2/2024	
Abatement/Demolition Completed	03/31/2024	
Construction Start	04/1/2024	
Construction Completed	08/31/2025	
Target Date of Full Availability (DOFA) for Public Housing Units	N/A	
HAP Contract Executed	07/31/2025	
LIHTC Placed-in-Service Date	08/1/2025	
Lease Up Complete	12/31/2025	

Submission of Final Cost Certification	03/1/2026	
Other: Stabilization/Perm Loan Conversion	03/1/2026	
Other: 8609	06/1/2026	

## **Section 6: Compliance with Multifamily Design and Accessibility Requirements**

The project's design, including the lay-out of its units, must comply with accessibility requirements specified at 24 CFR 905.312 and 905.604(g) and any other requirements which apply to the specific project. This includes the Uniform Federal Accessibility Standards (UFAS) (through HUD regulations under Part 8) and the Fair Housing Act Design Manual (both the 1996 and 1998 revisions).

PHAs must submit the following architectural plans to HUD:

- Site, Grading and Landscape Plans
- Building Plans, using the scale 1/8" = 1'-0"
- Typical Cross Sections and Exterior Elevations, using the scale 1/4" = 1'-0"
- Unit Plans that show minimum furnishings, using the scale 1/4" = 1'-0"
- Technical Specifications, per Construction Specifications Institute (CSI) format

PHAs and their architects should ensure the following best practices are also reflected on the plans or provided separately:

- Site Plans: Show exterior private<sup>1</sup> spaces adjacent to the unit, including play areas for children of different ages (2-5, 5-12, and teenagers). Play areas for small children should include adequate space for adult supervision and show the location of trees to shade walks. Parking areas and exterior lighting should also be shown.
- Building Plans: Show the location, type, and mix of accessible and visitable units.
- Exterior and Interior Elevations and Building Sections: Identify materials on walls and roof areas.
- Unit Plans: Show livability and furniture layouts reflecting the minimum furnishings needed in the living and dining rooms for the units' expected family sizes. Furnishings should accommodate residents and guests. The design of the bedrooms should show space for a queen or double bed for two residents, an 18"x 60" dresser, and two nightstands. Spaces within the dwelling unit must provide adequate floor area for furniture and circulation spaces. Accessible units should be able to accommodate wheelchair clearances in kitchens, bathrooms, bedrooms, and living/dining spaces. Provide an accessible route of 36" and a 60" diameter space in the bathroom and bedroom spaces (UFAS 4.3.3 Width. Fig. 3 and 4.34 Dwelling Units, chapter 15c). Townhouses should have a visitable half-bath on the first floor.
- Energy efficiency/green design: Identify the project's energy efficient and green design features.

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<sup>1</sup> Spaces that are considered private are typically located at the rear of townhouse or apartment units at the first floor or grade level. Balconies and decks are considered private spaces above the first floor. Semi-private spaces are typically located at grade or on the second floor and are accessed by stairs or ramps.

- High-rise structures: Pursuant to 42 U.S.C. 1437d(a), a PHA proposing to develop a high-rise elevator structure that will house families with children must demonstrate to HUD that there is no practical alternative to developing a high-rise building.
- Provide as much storage space as possible: At a minimum, provide an amount of bulk storage commensurate with the size of the unit and the number and ages of its residents. Examples of bulk storage areas include coat closets in entry areas, linen closets, a utility closet, pantry spaces, and exterior storage on balconies and at grade at the rear of units.
- Technical Specifications: Include all applicable divisions, per CSI format.

Plans for mixed-finance projects will be reviewed by a HUD architect. Before submitting plans (including a half size set of construction drawings and specifications), the PHA should consult with the HUD Project Manager to determine where the plans should be sent and in what format.

Plans were submitted and reviewed by HUD Architect, Ron Bedford, with approval provided on October 30<sup>th</sup>, 2023 which is included separately as Attachment 3a – Approval Email from Ron Bedford 10.30.2023. A digital file of the permit set of plans is also included separately as Attachment 3 – Architectural Plans, Permit Set.

## **Section 7: Project Costs**

Provide the following information regarding project costs and financing by filling out HUD's Development Proposal Calculator (HUD Form 50156):

### **A. Project Budget\***

**\*\*For mixed-finance projects, the construction and permanent project budgets must be included in Exhibit F of the project's Mixed-Finance Amendment to the ACC.**

- Provide a construction period project budget reflecting all sources and uses of funds used during project construction using the Construction Budget Tab of the Development Proposal Calculator.

Please see the CNI Development Proposal Calculator accompanying the submission.

- Provide a permanent project budget reflecting all sources and uses of funds following construction completion using the Permanent Budget Tab of the Development Proposal Calculator.

Please see the CNI Development Proposal Calculator accompanying the submission.

- Provide a construction draw schedule that shows the projected sources and uses of funds on a monthly basis throughout the construction period using the Draw Schedule Tab of the Development Proposal Calculator.

Please see the CNI Development Proposal Calculator accompanying the submission as well as Attachment 4 – Draw Schedules.

**B. Compliance with Total Development Cost (TDC) and Housing Construction Cost (HCC) Limits**

- Projects must comply with HUD TDC and HCC limits for the development of public housing units, pursuant to 24 CFR 905.314. Provide a calculation of TDC and HCC limits for the project using the TDC and HCC Tab of the Development Proposal Calculator. For projects in which Choice Neighborhoods are being used to build non-public housing units, the project’s HUD TDC and HCC limits will be based on the number of units that will be subject to a HUD use restriction.

The project complies with Pro-rata, TDC and HCC limits.

Please see CNI Development Proposal Calculator accompanying the submission.

**C. Pro Rata Test**

- The proportion of public housing funds to total project funds may not exceed the proportion of public housing units to the total number of units. For example: if there are 100 units and 40 are public housing, the amount of public housing funds committed to the project cannot exceed 40% of the total project budget.
- NOTE: the pro rata test applies only to those project costs shown in “Part A” of permanent project budget in the Development Proposal Calculator. “Part B” costs, which are generally costs incurred by the PHA, are not included.
- Provide the following information:

Type	Number/Amount	Percent of Total
Public Housing Units/ Replacement Housing Units	39	42%
Non-Public Housing Units	53	58%
<b>Total Housing Units</b>	<b>92</b>	<b>100%</b>
Public Housing Funds	\$5,100,000	16%
Non-Public Housing Funds	\$27,426,586	84%
<b>Total Funds</b>	<b>\$32,526,586</b>	<b>100%</b>

Test	
% Public Housing/Replacement Units	42%
j% Public Housing Funds	16%

*% of public housing funds cannot exceed percent of public housing/replacement units*

**D. Construction Cost Estimate**

- Submit an independent construction cost estimate (with a cover letter and summary page showing costs broken down by major trades) or the actual construction contract which supports the permanent and construction budgets provided above.

The project's construction cost estimate in December 2023 after receiving hard bids back from subcontractors is \$22,831,896 including contractor general requirements, overhead, and profit (excluding contingency carried by Owner). Please see [Attachment 5 – Independent Construction Cost Estimate](#) from Lueder Construction for a breakout by trade. A sales tax exemption on construction materials is being pursued and will provide approximately \$532,372 in savings. A guaranteed maximum price will be included in an executed construction contract.

#### **E. Limitation on the Cost of New Construction**

- Pursuant to 24 CFR 905.602(b)(2), a PHA may not construct new public housing unless the cost of construction is less than the cost of acquiring existing units (with or without rehab.)
- For projects involving new construction, provide the following:
  - 1) Documentation which shows the construction cost of the new project is less than the cost to acquire (and rehab as necessary) similar units in the same neighborhood that would serve the same purpose as the new housing; or,
  - 2) Documentation which shows there is insufficient housing to acquire in the neighborhood that would serve the same purpose as the new housing.

Per a review of the area's real estate property listings, most recently in November 2023, there are no suitable properties available for sale/acquisition in the neighborhood that would serve the same purpose as the planned new development. As of this date there are 5 small, scattered multifamily buildings or converted single-family historic homes for sale totaling 49 units. The largest multifamily for sale opportunity is a 1920s building likely more suitable for student housing given its proximity to Omaha's various college campuses and composition of 50 studio/1-bedroom units. Not only are the number of units available prohibitive to serve as replacement housing for target residents, the age of the properties, the size of the units, and scattered site locations do not lend themselves to supporting the new housing redevelopment strategy of the CNI plan because they do not support the provision of community recreational spaces and social service support spaces key to the redevelopment strategy.

Please see [Attachment 6 – Documentation on Limitation on Cost of New Construction](#) for the real estate property listing search.

#### **F. Predevelopment Costs**

- Pursuant to 24 CFR 905.612(a)(2), use of public housing funds for predevelopment expenses related to mixed-finance projects must be approved by HUD prior to expenditure. PHAs should submit requests to HUD prior to expenditure of funds for predevelopment activities.

- The percentage of predevelopment costs borne by the PHA should be in compliance with HUD's "Cost Control and Safe Harbor Standards for Mixed-Finance Development (April 2003) (Safe Harbor Standards)." Provide the following Information:

Total Predevelopment Costs: \$790,509

Amount paid by the PHA: \$592,882 75%

Amount paid by the Developer: \$197,627 25%

- Provide a justification if the Safe Harbor Standard was exceeded: N/A

**Section 8: Project Financing**

**A. Project Financing**

- Please fill out the chart below with information for each source of construction and permanent financing (including public housing funds, other public funds, and private funds) included in the project's budgets:

Name of Provider	Amount	Use of Funds	Grant Type and Number (if HUD PH funds)	Type of financing (i.e. construction loan, permanent loan, equity, grant)	Financing Terms (including term and interest rate) and other relevant information
<b>LIHTC CONDOMINIUM</b>					
Enterprise Housing Credit Investments	\$9,607,810	Development Costs	N/A	LIHTC Equity (Federal)	Installment schedule shown below in Section 8.B.
Sugar Creek Capital	\$4,161,489	Development Costs	N/A	LIHTC Equity (State)	Installment schedule shown below in Section 8.B.
Horizon Bank	\$13,000,000	Development Costs	N/A	Construction Loan	5.75% interest, 24-month term, interest-only payments, repaid @ completion/stabilization
Front Porch Investments	\$1,510,000	Development Costs	N/A	Construction Loan to Perm. Loan (Hard Debt)	2% interest, 25-year term, 25-year amortization
Legacy Bank	\$3,085,000	Development Costs	N/A	Permanent Loan (Hard Debt)	7% interest rate, 20-year term, 40-year amortization
Nebraska Dept. of Economic Development	\$2,000,000	Development Costs	N/A	Permanent Loan (Soft Debt)	3% interest, 20-year term, balloon at maturity

HUD Choice Neighborhoods	\$2,450,000	Development Costs	NE7D531CNG121	Permanent Loan (Soft Debt)	0% interest, 40-year term, balloon at maturity
City of Omaha	\$500,000	Development Costs	N/A	Permanent Loan (Soft Debt)	0% interest, 40-year term, balloon at maturity
Omaha Housing Authority	\$300,000	Development Costs	N/A	Permanent Loan (Soft Debt)	0% interest, 40-year term, balloon at maturity
SST Phase 1 LIHTC Manager, LLC	\$379,132 \$100	Development Costs	N/A	1) Deferred Developer Fee 2) Equity	1) Obligation repaid out of positive cash flow
<b>TOTAL</b>	<b>\$23,993,531</b>				

**MARKET-RATE CONDOMINIUM**

Horizon Bank	\$1,970,000	Development Costs	N/A	Construction Loan to Perm Loan (Hard Debt)	8.25% during construction, 36-month term, interest-only payments; 7% @ conversion, 15-year term, 35-year amortization
HUD Choice Neighborhoods	\$2,650,000	Development Costs	NE7D531CNG121	Permanent Loan (Soft Debt)	0% interest, 40-year term, balloon at maturity
Canopy South	\$3,500,000	Development Costs	N/A	Permanent Loan (Soft Debt)	0% interest, 40-year term, balloon at maturity
SST Phase 1 Market, LLC	\$413,055	Development Costs	N/A	Deferred Developer Fee	Obligation repaid out of positive cash flow
<b>TOTAL</b>	<b>\$8,533,055</b>				
<b>GRAND TOTAL</b>	<b>\$32,526,586</b>				

**B. Federal Low Income Housing Tax Credits (LIHTC)**

- For projects that include LIHTC, provide the following information:

	Federal LIHTC	State LIHTC
Total Tax Credit Allocation Over 10 Years	\$1,137,133 \$11,371,330 (10 Years)	\$1,137,133 \$6,822,798 (6 Years)
Total Equity Commitment	\$9,607,810	\$4,161,489

Equity Per Dollar of Allocation (Equity divided by Allocation)	\$0.845	\$0.61
Type of Tax Credits	9% or 4% X	9% or 4% X

Pay in Schedule for Investor Equity		
Milestone	Projected Date (MM/DD/YYYY)	Amount (Federal)
Installment 1: Admission of Investor Member, Construction Closing	02/29/2024	\$1,921,754 (20%)
Installment 2: 25% Construction Completion	07/31/2024	\$390,116 (4.06%)
Installment 3: 100% Construction Completion	08/31/2025	\$198,902 (2.07%)
Installment 4: Conversion/Stabilization	03/01/2026	\$6,852,015 (71.3%)
Installment 5: Issuance of 8609	06/01/2026	\$245,023 (2.6%)
<b>TOTAL AMOUNT OF EQUITY</b>		<b>\$9,607,810</b>

- Describe the proposed exit strategy for the Investor at the end of the 15-year LIHTC compliance period, including the PHA's anticipated role, the continued preservation of affordable units, and how any exit taxes will be paid.

OHA shall have a Right of First Refusal (ROFR) to purchase the property at the end of the initial 15-year compliance period.

At the end of the 15-year tax credit compliance period, the purchase price shall be equal to (a) principal amount of the debt plus any accrued interest (b) taxes payable as a result of the sale, subject to the ROFR.

If the ROFR is not exercised, the Partnership will continue to own and operate the property (i) subject to the terms of the recorded EURA for an additional 15 years after the expiration of the initial compliance period, and (ii) thereafter without LIHTC restrictions in accordance with the terms of the ground lease. Any additional land use restrictions pursuant to CNI regulations shall also be in full force and effect.

### C. Other Tax Credits

- For projects that include other types of tax credits (such as state LIHTC, federal and state historic preservation or new market tax credits), provide the following:

Type of Tax Credit	Amount of Equity
State Affordable Housing Tax Credit	\$4,161,489

### D. Existing Financing

Identify any existing financing on the project, such as funds provided through a Capital Fund Financing Program (CFFP) transaction or an Energy Performance Contract (EPC).

- Identify the amount of funding
- Describe how the debt will be addressed as part of the new project
- Provide evidence of approval

N/A

**E. Reserve Accounts**

**For mixed-finance projects, Section 8 must also be included in Exhibit B to the project’s Mixed-Finance Amendment to the ACC.**

Public housing funds may be contributed towards reserve accounts, subject to the following limitations:

- Public housing funds may not be used to initially fund reserve accounts, with the exception of the establishment of an Initial Operating Subsidy Reserve for public housing units only.
- Public Housing Operating Subsidy and public housing tenant rents may be used to replenish reserve accounts **only if** they are replacing funds which have been disbursed for allowable public housing expenses.
- Public Housing Operating Subsidy and public housing tenant rents may be used to fund the Replacement Reserve, but only in an amount proportionate to the number of public housing units.
- No public housing funds can be used to fund an Exit Tax Reserve. This includes Public Housing Operating Subsidy and public housing tenant rents.
- Public housing funds in all reserve accounts must be tracked separately.
- Public housing funds in all reserve accounts must remain with the project if it is sold or transferred or they must be returned to the PHA.
- Reserve accounts must be described in detail in the Regulatory and Operating Agreement between the PHA and the Owner Entity.

Submit the following information for each Reserve Account included in the project:

1) Initial Operating Period/Lease-Up Reserve (public housing only): N/A

Identify source of funds to establish reserve account	
Identify source of funds to replenish reserve account	
Briefly describe when funds may be drawn down	
Identify which entity owns the reserve account	

2) Operating Subsidy Reserve (public housing only): N/A

Identify source of funds to establish reserve account	
Identify source of funds to replenish reserve account	
Briefly describe when funds may be drawn down	
Identify which entity owns the reserve account	

3) Operating Deficit Reserve: \$459,085

What type of units does this cover (all, only PH, or only non-PH)?	All units
Identify source of funds to establish the reserve account	LIHTC equity and loan proceeds (market only)
Identify source of funds to replenish reserve account	Net operating income
Briefly describe when funds can be drawn down	With approval of the equity investor and lender, not to be unreasonably delayed or denied, to cover operating deficits of the project.
Identify which entity owns the reserve account	SST Phase 1 LIHTC, LLC for LIHTC unit reserves and SST Phase 1 Market, LLC for market unit reserves.

4) Replacement Reserve: \$300 per unit per year  
\$27,600 at initial capitalization

What type of units does this cover (all, only-PH, or only non-PH)?	All units
Identify source of funds to establish reserve account	LIHTC equity and loan proceeds (market only)
Identify source of funds to replenish reserve account	Net operating income
Briefly describe when funds can be drawn down	As permitted by the LLC and first mortgage loan for purposes set forth in the Operating Agreement and Loan Agreement, as approved by the equity investor and first mortgage lender
Identify which entity owns the reserve account	SST Phase 1 LIHTC, LLC for LIHTC unit reserves and SST Phase 1 Market, LLC for market unit reserves.

5) Other: Tax & Insurance Escrow: \$164,755  
(\$80,000 Real Estate Taxes; \$84,755 Insurance)

What type of units does this cover (all, only-PH or only non-PH)?	All units
Identify source of funds to establish reserve account	LIHTC equity and loan proceeds (market only)
Identify source of funds to replenish reserve account	Net operating income
Briefly describe when funds can be drawn down	As permitted by the LLC and first mortgage loan for purposes set forth in the Operating Agreement and Loan Agreement, as approved by the equity investor and first mortgage lender
Identify which entity owns the reserve account	SST Phase 1 LIHTC, LLC for LIHTC unit reserves and SST Phase 1 Market, LLC for market unit reserves.

**Section 9: Project Fees**

[HUD's Cost Control and Safe Harbor Standards](#) provide guidance for certain fees and costs related to development. Projects must comply with these Safe Harbor Standards or provide justification for non-compliance. Projects that include Project-Based Vouchers must also comply with HUD's "[Administrative Guidelines: Subsidy Layering Review for Project-Based Vouchers,](#)" a notice issued on February 28, 2020.

**A. Calculation and Pay Out of Developer Fee**

- The amount of the Developer Fee must be in accordance with the Safe Harbor Standards. Complete the Fees & Pro Rata Tab of the Development Proposal Calculator to accurately calculate the Developer Fee.
- Total Amount of Developer Fee: \$3,679,070 = 12.9% of project costs
- Amount of Fee Paid to Developer (Brinshore, 55%): \$2,023,488 = 7.1 % of project costs
- Amount of Fee Paid to Developer (Canopy South, 10%): \$367,907 = 1.3 % of project costs
- Amount of Fee Paid to PHA (OHA, 35%): \$1,287,675 = 4.5% of project costs
- If the Developer Fee exceeds the Safe Harbor Standards, provide a justification, based on the criteria in the Safe Harbor Standards.

Justification:

The Total Developer Fee does not exceed the PBV safe harbor standard maximum of 15%, and the non-PHA developer entities' portion of fee is below 9%.

- What is the pay-out schedule for the Developer Fee? Identify the milestone, such as closing or 50% construction completion, and the percent of the fee to be paid at each milestone.

Milestone	% of Developer Fee Paid
-----------	-------------------------

Financial closing	\$750,891 (20.4%)
Construction Completion	\$847,437 (23.1%)
Conversion/Stabilization	\$937,438 (25.5%)
Issuance of 8609s	\$351,117 (9.5%)
Deferred Developer Fee	\$792,187 (21.5%)
<b>TOTAL</b>	<b>\$3,679,070</b>

- If the Developer Fee pay-out schedule exceeds the Safe Harbor Standards, provide a justification.

Justification: N/A

- If the PHA is providing a loan to the developer to cover developer overhead prior to financial closing, provide a description and justification. HUD approval is required prior to payment of any part of the developer fee.

Description and Justification: N/A

- Is the developer receiving any compensation separate from the Developer Fee, i.e., for activities including master planning, relocation and/or demolition? If so, identify below:

TASK	COMPENSATION
N/A	

## B. Contractor Fees

- The fee paid to the construction contractor must be in accordance with the Safe Harbor Standards. Complete the form in Fees & Pro Rata Tab of the Development Proposal Calculator to accurately calculate the Contractor Fee.

Contractor Fee	Amount	% of Hard Construction Costs
Profit	Included w/ Overhead	
Overhead	\$869,455	4%
General Conditions + Performance Bond	\$1,200,955	6%
<b>TOTAL</b>	<b>\$2,070,410</b>	<b>10%</b>

- If the total amount of the Contractor Fee exceeds the Safe Harbor Standards, provide a justification.

Justification: N/A

- Provide a written explanation of how construction savings (if any) will be allocated among the development parties. NOTE: per the Safe Harbor Standards, developers can only receive an amount equal to an additional 1% of the developer fee.

**Explanation:**

Though none are anticipated, any savings would be split 75% to Owner and 25% to Contractor. If calculated savings to Owner exceeds an additional 21% of the developer fee amount as calculated in the Form HUD-50156, then any amount above that 21% shall be deposited into an operating reserve account.

**C. Identity of Interest**

- If there is an identity of interest between the Developer and the contractor or builder, i.e., a financial relationship between the two parties, the Developer may award the construction contract to the related contractor or builder only if it has met one of the following requirements prior to HUD approval of the Development Proposal. Check the appropriate box and attach the required information:

       24 CFR 905.604(i)(1): There has been a bidding procedure and the related contractor's bid was the lowest bid received. Provide documentation on the bidding process and bids received.

       24 CFR 905.604(i)(2): There is an independent third-party cost estimate that shows the related contractor's price to be at or below the cost estimate. Provide a copy of the cost estimate and the related contractor's cost or construction contract.

There is no identity of interest between the Developer and the Contractor.

The general contractor recently conducted another round of subcontractor bidding at the Construction Document phase. The contractor has included the lowest responsive bids in their current estimate. A final Guaranteed Maximum Price (GMP) with subcontractor list will be provided with the construction contract which will be executed at closing.

**D. Property Management Fees**

- The fee paid to the Property Manager must be in accordance with Safe Harbor Standards and must be described fully in the Management Agreement, which will be reviewed by HUD as part of its review of evidentiary materials.
- Identify the Property Manager: \_\_\_\_\_
- Is the Property Manager a:
  - PHA
  - PHA Instrumentality/Affiliate
  - X   Private Company
  - Private Company but affiliated with the Developer/Owner
  - PHA/Private Joint Venture

\_\_\_\_\_ Other (explain) \_\_\_\_\_

- Describe how the Property Management Fee will be calculated:

Description: 5% of net revenue.

- If the Property Management Fee exceeds the Safe Harbor Standards, provide a justification.

Justification: N/A, it is within Safe Harbor Standards.

- Identify any additional fees paid to the Property Manager (such as an incentive management fee or lease-up fee). Indicate the amount or the fee and/or how the fee is calculated or earned.

Fee Description	Fee Amount/Calculation
N/A	

**E. Fees or Income Paid to the PHA\***

**\*For mixed-finance projects, information included in Paragraph D of Section 9 should also be included in Exhibit H of the project’s Mixed-Finance Amendment to the ACC.**

- Payments received by the PHA, such as developer fees or loan repayments, are generally referred to as program income. The PHA’s use of program income is often restricted, depending upon the source of public housing funds contributed to the project.
- NOTE: Disposition proceeds that a PHA receives at closing are not program income and should not be listed below. Instead, these disposition proceeds must be used in accordance with the HUD Special Applications Center’s approval letter and applicable notices and regulations.

- Identify any fees or income to be paid to the PHA or its instrumentality/affiliate and the proposed use of the funds:

Source of Income	Amount	Use
Developer Fee	\$1,287,675	Uses related to the creation, rehabilitation, and preservation of affordable housing within the target neighborhood.
Loan Repayment (if fixed)	N/A	Repayment not fixed.
Bridge Loan Interest	None	
Potential Loan Repayments from Cash Flow	None	

### **Section 10: Operating Pro Forma**

To allow HUD to review the financial feasibility of the project, provide the following:

A. Provide a 15-year operating pro forma, including assumptions, using the pro forma included in the Development Proposal Calculator (HUD Form 50156).

- Show all income and expenses, debt service, and distribution of cash flow (cash flow waterfall) on the pro forma.

Please see CNI Development Proposal Calculator accompanying the submission.

- For the public housing units, show below how the amount of public housing operating subsidy shown on the pro forma was calculated. Identify the projected PEL, UEL, add-ons, tenant rents, pro-ration, etc. Include assumptions made. Discuss what information was used to inform your numbers and assumptions.

Methodology Discussion:

N/A. The Public Housing replacement will be Project-Based Voucher units subject to a Housing Assistance Payment (HAP) contract.

- Will all the Operating Subsidy received by the PHA from HUD be transferred to the Owner Entity? If not, describe how the amount transferred to the Owner Entity will be determined, e.g., a percent of the subsidy, the actual gap between income and expenses, a negotiated amount, etc.

Description: The Operating Subsidy will be provided to the Owner pursuant to a HAP contract.

- NOTE: For mixed-finance projects, detailed information regarding payment of Operating Subsidy should be contained in the Regulatory and Operating Agreement and will be reviewed by HUD as part of its review of evidentiary documents.

B. Indicate, below, the waterfall or order of distribution of Net Operating Income, identifying all payments for debt service, fees, reserves, loans, and excess cash flow.

Distribution:

<b>Order of Distribution</b>	<b>Amounts – Year 1</b>
Combined Debt Service	\$457,882
Asset Management Fee	\$5,000
Deferred Developer Fee	\$64,334
Operating Deficit Loans	Will vary. The funding of this loan will be dependent on property conditions.
Investor Fee (10% of residual cash flow)	\$0
Managing Member Partnership Management Fee (90% of residual cash flow)	\$0

**Section 11: Local Cooperation Agreement**

Attach the following to the Development Proposal:

- A copy of the Cooperation Agreement with the local jurisdiction covering the public housing units; or,

Please see Attachment 8 – Partnership Certification that was a component of the Implementation Grant application, and Attachment 8 – Consistency with Consolidated Plan.

- For mixed-finance projects only, if public housing units are to be subjected to local real estate taxes, provide documentation/certification from an authorized official of the local jurisdiction that the project is consistent with the jurisdiction’s Comprehensive Plan.

N/A

**Section 12: Environmental Review Process and Documentation**

This project is subject to the environmental regulations found at 24 CFR part 58 or, if approved by HUD, 24 CFR part 50. The PHA must comply with all environmental review requirements, as required, including 24 CFR 905.602(f), prior to approval of the Development Proposal.

- Provide a brief narrative on the status of the environmental review process:

Status:

The Tier I environmental review and Authorization to Use Grant Funds (form HUD-7015.16), under HUD Environmental procedures at 24 CFR Part 58, were received by the City of Omaha from the HUD Field Office on June 9, 2023. A Tier II review was completed on July 27, 2023.

An SST Phase 1-specific Phase I ESA was conducted by Thiele Geotech and published on November 20, 2023. As with the Tier II review, 2 Recognized Environmental Conditions (RECs)

were identified in connection with the site in the report. One was a historical REC that has been closed by the Nebraska Department of Energy and Environment, related to a 20,000-gallon fuel tank that was removed in 1988. The 2<sup>nd</sup> pertains to the site's location within the final focus area of the Omaha Lead Superfund region. Portions of the site that were not sampled previously will be tested by the City of Omaha through a partnership with the U.S. EPA. If lead concentrations in the soil exceed the EPA screening level, contaminated soil would be removed and replaced.

- Provide a brief narrative on the status of the “Section 106” (historic preservation) review process.

**Status:**

The Section 106 review was conducted as part of the Environmental Review by the City of Omaha Environmental Review Officer. The Southside Terrace Garden Apartments are eligible for the National Register of Historic Places; the proposed demolition and replacement of housing units on the site was determined by the City to have an adverse effect and the SHPO concurred.

A Memorandum of Agreement was entered between the Nebraska SHPO and the Omaha Housing Authority on July 6, 2023 that lays out stipulations intended to mitigate the adverse effect of the demolition of structures.

Stipulations include: 1) Photographic documentation; 2) online public interpretation resource that will provide information about the CNI grant activities and the history of the site; 3) historic photographs and architectural/engineering drawings; 4) architectural salvage; 5) oral history consisting of interviews with past and current residents; 6) post-review discoveries wherein if there is an inadvertent discovery of a historic property during demolition or construction in the site, OHA is to stop work, immediately notify the appropriate authorities, and follow regulatory procedures outlined in 36 CFR 800.13; and 7) various administrative stipulations.

Upon completion of the environmental review process, provide the following documentation:

- Evidence from the HUD Field Office that the project has been approved in HEROS (part 50)
- Form HUD-7015.15, Request for Release of Funds and Certification (part 58 only)
- Form HUD-7015.16, Authority to Use Grant Funds (part 58 only)

Please see [Attachment 9 – Form HUD-7015.16 AUFG](#).

NOTE: HUD environmental approvals are only valid for five years. If a project is part of a multi-phase housing development, the PHA must ensure that the project described in this development proposal is covered by a valid environmental review.

### **Section 13: Market Analysis**

For projects that include the development of non-public housing units, provide the following, which should support the proposed development of non-public housing units:

- Attach the Executive Summary of the market analysis for the project.

Please see Attachment 10 – Market Study Executed Summary completed by Kinetic Valuation Group, Inc.

**Section 14: Other Requirements**

As applicable, provide the following information:

**A. PHA Annual Plan/MTW Plan & Capital Fund Action Plan or MTW Plan:** The project must be included in the PHA’s Annual Plan or MTW Plan and the Capital Fund Program 5-Year Action Plan. Discuss the status of the plan approval processes.

NOTE: For RAD, the conversion must be included as a significant amendment to the Annual Plan/MTW Plan and approved by the HUD, unless included in the original Plan. A copy of the HUD approval letter must be submitted prior to closing. In addition, for Initial MTW PHAs, an approved RAD amendment to Attachment A of the MTW Agreement may also be required.

Status:

The Southside Terrace – Indian Hill Transformation Plan, including details on this first phase, were most recently included in OHA’s Annual Plan for 2024 which was approved by HUD on November 17, 2023.

**B. Faircloth Limits:** Development of the project cannot result in an increase in the number of public housing units owned, assisted or operated by the PHA on October 1, 1999, as required by 24 CFR 905.602(b). Provide the following:

# public housing units Oct 1, 1999	2,714
# public housing units (in PIC) today	2,501
# net new public housing units created by project	0
TOTAL public housing units after project completion	2,501

**C. Site and Neighborhood Standards:** The project must be reviewed and approved by the HUD Field Office for compliance with Site and Neighborhood Standards, including those contained in 24 CFR 905.602(d), prior to approval of the Development Proposal. Provide a brief update on the status of this approval process. Please note that when a development is part of a multi-phase redevelopment, each phase must be reviewed by the HUD Field Office.

NOTE: Site and Neighborhood Standards do not apply to HOPE VI and Choice Neighborhoods projects. Projects must comply with provisions of the Grant Agreement.

Status: N/A. The project site is within and part of the CNI target neighborhood.

**D) Relocation:** Relocation activities, if any, must meet the requirements of 24 CFR 905.308(b)(9) or as provided in a HOPE VI or Choice Neighborhoods Grant Agreement. Provide a brief status on relocation activities, including information on when residents were relocated and a description of the relocation counseling provided.

Status:

Two existing Southside Terrace public housing buildings totaling 16 units are located on the western edge of the SST Phase 1 site. Thirteen of the 16 units were occupied. As of submission of this proposal, 3 of the households have successfully relocated, 1 will be porting to another PHA, 4 are awaiting inspection of their new housing, and the remaining 5 are actively searching for housing utilizing vouchers.

**E) Resident Consultation:** The PHA must consult with affected public housing residents prior to submission of the Development Proposal to solicit resident input into the development of the project, as required by 905.600(c)(2) or as provided in a HOPE VI or Choice Neighborhoods Grant Agreement. Provide a brief description of how residents were consulted.

**Description:**

The planning process for the Southside Terrace – Indian Hill transformation effort was initiated in 2019 to redevelop the functionally, structurally, and economically obsolete Southside Terrace Garden Apartments. Through in-person and online public meetings, resident surveys, and input sessions conducted throughout 2020 – 2022, a Transformation Plan was established that was part of the Southside Terrace CNI Implementation Grant application.

Southside Terrace residents and Indian Hill community members were also engaged in April and May, following SST Phase 1's LIHTC award, to capture meaningful input prior to moving from conceptual architectural drawings to the more detailed design development phase. In order to reach more residents, the design team attended pre-scheduled office hours with the CNI case management team at the Southside Terrace property management office.

Most recently, a community-wide meeting was hosted at the Simple Foundation on December 12 offering residents an additional opportunity to view the renderings of SST Phase 1, as well as receive updates on the CNI progress overall.

**F) Acquisition of New Units:** If the project involves acquisition of units that are less than 2 years old, the project must not have been constructed with the intention of selling it to the PHA unless all applicable Federal requirements were met, as required by 24 CFR 905.600(b)(3). If applicable, provide a brief discussion of compliance with this provision.

Discussion: N/A

**G) Vouchers:** If the project includes Project-Based Housing Choice Vouchers (PBVs), HUD's Office of Public Housing Investments will conduct a subsidy layering review, in accordance with HUD's ["Administrative Guidelines: Subsidy Layering Review for Project-Based Vouchers,"](#) a notice issued on February 28, 2020. To facilitate this review, submit the PHA's PBV award letter and its rent reasonableness letter to its OPHI project manager.

**Status:** The project was noncompetitively awarded PBVs by OHA in accordance with HUD Notice PIH 2017-21 and 24 CFR 983.51, contingent on fulfilling HUD requirements including the Subsidy Layering Review. Upon HUD approval of the Mixed-Finance Development Proposal, OHA will proceed with an AHAP.

Please see the Gross Rent Certification Letter included as Attachment 13 – Gross Rent Certification Letter.

**H) Designated Housing:** If the project includes Designated Housing, the PHA must include the project in its Designated Housing Plan, which must have been approved by HUD prior to approval of the Development Proposal. If applicable, provide a brief update on the status of the Designated Housing Plan's approval.

Status: N/A

**I) Demolition/Disposition:** If the project includes demolition of existing public housing units and/or disposition (sale or lease) of public housing property, a separate approval must be received from the HUD Special Applications Center. If applicable, provide a brief status on the receipt of these approvals.

NOTE: Choice Neighborhoods projects follow program specific guidance related to demolition approval.

Status: HUD demolition approval was received on August 16, 2023 for the Southside Terrace public housing site. Though SST Phase 1 will be constructed on the primarily vacant southeast corner of the site, there are two existing Southside Terrace buildings along the western edge. Relocation has begun for the 13 households residing in those buildings and is anticipated to be completed by end of February.

The disposition application was submitted to the HUD Special Applications Center on November 20, 2023 and is in process.

### **Section 15: Submission and Approval of Draft Evidentiary Documents for Mixed-Finance Projects**

For mixed-finance projects and Choice Neighborhoods projects only, the following documents must be submitted in draft form to HUD for review and approval prior to HUD approval of the Development Proposal and prior to execution of the evidentiary documents, unless otherwise approved by HUD.

NOTE: Submission of these documents may be made separately after submission of the other elements of the Development Proposal.

#### **A. Mixed-Finance Amendment to the ACC (HUD Model Document)**

NOTE: For Choice Neighborhoods projects, this document is only required for projects that include development of public housing units.

#### **B. HUD Declaration of Restrictive Covenants and Partial Release of the existing Declaration of Trust, if applicable (HUD Model Documents).**

NOTE: Choice Neighborhoods uses a program specific DORC which can be found on the Choice Neighborhoods website.

C. Regulatory and Operating Agreement between the PHA and the owner entity  
NOTE: For Choice Neighborhoods projects, this document is only required for projects that include development of public housing units.

D. Ground Lease and Memorandum of Ground Lease between the PHA and the owner entity

E. Legal Opinion from PHA counsel (HUD Model Document)

F. Updated Development Proposal and Development Proposal Calculator, reflecting any changes in the project since the original submission

G. HUD Certifications and Assurances (form HUD-50161)

NOTE: Choice Neighborhoods projects must submit the model Choice Neighborhoods Certifications and Assurances.

H. Title Policy (pro forma submitted prior to closing and final policy submitted after closing showing HUD Declaration of Restrictive Covenant recorded in the order approved by HUD (reviewed by the HUD Field Office)

I. ALTA Survey (reviewed by the HUD Field Office)

J. Management Plan, Management Agreement, and sample Tenant Lease (reviewed by the HUD Field Office)

NOTE: For Choice Neighborhoods projects, this document is only required for projects that include development of public housing units.

K. Other documents as may be required by HUD

Upon completion of HUD's review of the Development Proposal and the draft evidentiary documents listed above, HUD will issue a letter to the PHA which will approve the Development Proposal and the draft evidentiary documents and authorize the PHA to proceed with financial closing. However, no public housing funds may be expended by the PHA until the final, executed evidentiary documents have been submitted to and approved by HUD.

**Section 16: Submission and Approval of Final Evidentiary Documents for Mixed-Finance Projects**

For mixed-finance projects, after financial closing the PHA must submit the following information to HUD for approval:

A. Copies of all executed and recorded evidentiary documents previously submitted and approved by HUD in draft form. These documents may be submitted electronically or via zip drive. Each document should be transmitted as a discrete file, and all documents must be indexed to allow for uncomplicated retrieval.

B. HUD opinion of counsel (HUD Model Document)

C. Certification from PHA counsel attesting that no significant changes have been made to the evidentiary documents previously submitted to and approved by HUD in draft form, or if changes have been made, a list of all changes

D. The final title insurance policy that reflects the recordation of all liens, mortgages, and encumbrances against the property in the order approved by HUD.

HUD will issue a final letter to the PHA which approves the executed evidentiary documents and authorizes expenditure of the public housing funds committed to the project.

### **Section 17: Cost Certification**

Within one year of project completion, the PHA must submit to the Field Office the Actual Development Cost Certificate (Form HUD-52427) or Development Cost Budget/Cost Statement (HUD -52484) or another form or format as specified by the Field Office.

### **Section 18: Attachments & Additional Submissions to the Development Proposal**

- Attachment 1: Site Map
- Attachment 2: Neighborhood/City Map
- Attachment 3: Architectural Plans
- Attachment 4: Construction Draw Schedule
- Attachment 5: Independent Construction Cost Estimate
- Attachment 6: Documentation on Limitation on Cost of New Construction
- Attachment 7: Documentation on Identify of Interest (if applicable)
- Attachment 8: Cooperation Agreement or Documentation of Consistency with Comprehensive Plan
- Attachment 9: Environmental Compliance Documentation
- Attachment 10: Market Analysis Executive Summary
- Attachment 11: Draft Evidentiary Documents (may be submitted after other elements of the Development Proposal, but prior to HUD approval)
- Attachment 12: Final Evidentiary Documents (submitted after financial closing)

5.2.4. Resolution 2024-41 Master Development Agreement with Brinshore &  
City of Omaha

# Memorandum

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To: OHA Board of Commissioners

From: Brian Hansen, General Counsel

Date: April 4, 2024

Re: South CNI Master Development Agreement with Brinshore Development and the City of Omaha

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## **RECOMMENDED ACTION:**

Staff of the Housing Authority of the City of Omaha (OHA) recommends that the OHA Board of Commissioners approve a Master Development Agreement with Brinshore Development, LLC and the City of Omaha for the South Choice Neighborhood Implementation Grant, subject to staff approval of all exhibits.

## **PAST ACTION:**

The OHA Board of Commissioners selected Brinshore as OHA's development partner for Southside Terrace at the January 13, 2022 meeting.

## **EXPLANATION:**

The City of Omaha and OHA were awarded a \$50 million Fiscal Year 2021 Choice Neighborhoods Implementation Grant (CNI Grant) for Southside Terrace and the surrounding neighborhood. Through use of the CNI Grant funds, OHA, Brinshore, the City of Omaha and Canopy South will replace the housing development at Southside Terrace with a vibrant, mixed-income housing community.

OHA and the City of Omaha have negotiated a Master Development Agreement with Brinshore Development, a copy of which is attached hereto. Key points from the proposed Agreement include:

- Brinshore and OHA will serve as co-developers for the redevelopment work contemplated by the Redevelopment Plan
- The Parties currently contemplate that the Redevelopment will consist of seven distinct phases consisting of approximately 740 total units which are intended to revitalize the Southside Terrace / Indian Hill Neighborhood and result in the replacement of 359 public housing units currently at Southside Terrace. Five of the Phases will be OHA Site Phases and two of the Phases will be Non-OHA Site Phases.
- A goal of the Transformation Plan is to create mixed-income developments with replacement units, Low Income Housing Tax Credit ("LIHTC") units, and unrestricted market-rate units.
- The term of the Agreement begins on the date of signature and expires upon the completion of certain defined Development Milestones.

- Brinshore is primarily responsible for all development services required for the planning, design, development, construction and marketing of the Redevelopment, including all related demolition (unless undertaken by OHA by mutual agreement of the Parties), infrastructure, site improvements and construction activities.
- It is anticipated that the rental units of the Redevelopment will be a mix of unit types, which may include RAD units, PBV units, LIHTC units, and unrestricted market rate units. The final unit mix of each Phase will be subject to marketability and financial feasibility and the CNI Requirements.
- Financing is to be obtained or procured jointly by Brinshore and OHA on behalf of the Owner Entities and secured for each Phase. Brinshore shall take the lead on making applications for financings and OHA shall cooperate fully with Brinshore on applications for financing.
  - Financing for the Transformation Plan is expected to include LIHTCs (either 4% credits combined with tax exempt bonds or 9% credits), conventional financing and such other sources of funds and/or local government contributions as necessary to fund the Redevelopment. Such sources may include CNI Grant funds (to be provided by the City/OHA), HOME, the Affordable Housing Program (AHP) through the Federal Home Loan Bank, philanthropic funds, LIHTC equity, HUD conventional loans secured by a mortgage (based on rent structures or mortgage payments that can be supported), OHA sources (as further discussed below), local sources, and other federal, state, and local governmental and non-governmental sources, whether available now or that may become available over time. Operating subsidy may come from public housing funds, the RAD program, or PBVs as available and if awarded in accordance with program requirements.
- The development plan for each Phase of the development will include a development budget and development schedule.
- Brinshore shall provide OHA and the City with written progress reports of the previous quarter on a Phase by Phase basis in such form as may reasonably be required by OHA or the City.
- Brinshore has worked and will continue to work with OHA, the City, and other parties identified in the CNI Application, to involve residents and resident organizations in the planning and development process.
- The Redevelopment will be designed and constructed in compliance with all applicable Federal, state and local laws, codes, ordinances, rules and regulations and with all permits.
- Brinshore shall ensure that labor standards applicable to the Redevelopment (the most stringent of which currently is the Davis-Bacon Act, 40 U.S.C. § 276a *et seq.*).
- The Parties shall jointly select a Third Party Contractor to manage each Phase.
- The Parties contemplate that the rental units and the site improvements for each Phase will be owned by one or more special purpose entities (“Owner Entity” or “Owner Entities”) with Brinshore or its affiliate serving as the managing general partner or the

managing member, as applicable, of the Owner Entities. OHA or its affiliate will serve as the non-managing general partner or the non-managing member, as applicable, of the Owner Entities for the Kennedy Square Phases.

- OHA may, in its discretion (but only to the extent such Phase contains land owned by OHA and is required by HUD), enter into a long-term ground lease (“Ground Lease”) with each Owner Entity designated to have a leasehold interest in the corresponding Phase of the Redevelopment, pursuant to which the Owner Entity will construct the improvements and have the right to occupy and operate that Phase of the Redevelopment site for a term reasonably required by the investor for such Phase, subject to a Declaration of Restrictive Covenants in favor of HUD.
- OHA will pay rental subsidies to the Redevelopment pursuant to a PBV HAP contract or a Regulatory and Operating Agreement as applicable for each Phase.
- OHA will be responsible for the relocation of any existing Southside Terrace residents with such relocation expenses, including OHA overhead and expenses with respect to such relocation, to be borne as a CNI Grant expense in accordance with a budget approved by the Parties.
- Brinshore and OHA shall receive development fees for the Southside Terrace Phases. The fees for each phase shall be established based on the budget submitted to and approved by OHA for submission to HUD with the initial CNI development proposal.
- Brinshore shall pay 25% and OHA shall pay 75% of all predevelopment costs. It is anticipated that all allowable predevelopment costs will become allowable project costs and will be reimbursed to Brinshore and OHA.

**SOURCE OF FUNDS:**

Choice Neighborhood Implementation Grant Funds and Capital Funds

**METHOD OF PROCUREMENT:**

A Request for Proposals was issued on March 3, 2021.

**SPONSORS:** Brian Hansen, General Counsel

**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 – 41**

**APPROVAL OF MDA WITH BRINSHORE DEVELOPMENT FOR REDEVELOPMENT OF  
SOUTHSIDE TERRACE**

**WHEREAS**, on March August 3, 2021, the Housing Authority of the City of Omaha (OHA) issued a Request for Proposals to select one or more developers to assist OHA in the redevelopment of public housing properties;

**WHEREAS**, on January 13, 20221 the OHA Board of Commissioners selected Brinshore as OHA’s development partner for Southside Terrace;

**WHEREAS**, OHA staff recommends that the Board of Commissioners approved the Master Development Agreement with the City of Omaha and Brinshore Development related to the \$50 million Choice Neighborhoods Implementation Grant for the redevelopment of Southside Terrace, subject to staff approval of all exhibits.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Commissioners of the Housing Authority of the City of Omaha hereby approves the Master Development Agreement with the City of Omaha and Brinshore Development related to the Choice Neighborhoods Implementation Grant for Southside Terrace.

---

David Levy, Chair  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Housing Authority of the City of Omaha, do hereby certify that this resolution was properly adopted at the meeting of the Board of Commissioners of the Housing Authority of the City of Omaha held April 4, 2024.

---

Joanie Poore, Secretary

**MASTER DEVELOPMENT AGREEMENT**

**CHOICE NEIGHBORHOODS IMPLEMENTATION GRANT**

**SOUTHSIDE TERRACE TRANSFORMATION PLAN**

**OMAHA, NEBRASKA**

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## MASTER DEVELOPMENT AGREEMENT

### Choice Neighborhoods Implementation Grant

#### Southside Terrace – Indian Hill Transformation Plan

#### Omaha, Nebraska

This Master Development Agreement (this “**Agreement**”) is entered into as of [\_\_\_\_], 2023 (the “**Effective Date**”), among the **City of Omaha**, a public body politic and corporate (the “**City**”), the **Housing Authority of the City of Omaha**, a public body politic and corporate (“**OHA**”), and **Brinshore Development, L.L.C.**, an Illinois limited liability company (the “**Developer**”). The City, OHA, and the Developer are sometimes referred to herein as the “**Parties**”.

### BACKGROUND

A. OHA and the City have undergone a comprehensive local planning process which has produced the Southside Terrace – Indian Hill Transformation Plan (the “**Transformation Plan**”) and are ready to implement the “housing plan” component of the Transformation Plan set forth on Exhibit C attached hereto (the “**Redevelopment Plan**”).

B. On February 15, 2022, the U.S. Department of Housing and Urban Development (“**HUD**”) issued a FY2021 Notice of Funds Availability for grant funding through the Choice Neighborhoods Implementation Grant Program (the “**NOFA**”).

C. The City and OHA submitted an application to HUD in response to the NOFA for a Choice Neighborhood Implementation Grant (the “**CNI Application**”).

D. HUD awarded the City and OHA a \$50,000,000 FY2021 Choice Neighborhoods Implementation Grant (the “**CNI Grant**”) for the implementation of the Transformation Plan on September 22, 2022 (the “**Grant Award Date**”).

E. On September 15, 2022, the City and OHA entered into a CNI Grant Agreement with HUD (the “**Grant Agreement**”).

F. The CNI Grant will support the implementation of a comprehensive neighborhood revitalization plan that will assist with the replacement of the distressed conventional public housing at Southside Terrace Garden Apartments with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood in which it is situated.

G. The Parties will serve in various capacities to implement the CNI Grant and the Transformation Plan, with the City as the Lead Applicant and Neighborhood Entity, OHA as the Co-Applicant, and the Developer as the Housing Implementation Entity, as all described in the CNI Application. OHA has procured the Developer to provide development services, and the City,

OHA, the Developer, and the other parties identified in the CNI Application will collaboratively undertake certain activities to implement the CNI Grant and the Transformation Plan.

H. In connection with carrying out their activities in accordance with the Transformation Plan, the Parties will be subject to certain requirements imposed by the Choice Neighborhoods regulatory provisions set forth on Exhibit J attached hereto (the “**CNI Regulatory Provisions**”), the CNI Application, the Grant Agreement, and the NOFA (collectively, the “**CNI Requirements**”).

I. The Developer and OHA (either directly or through their subsidiaries or affiliates) will serve as co-developers for the redevelopment of the former public housing site (the “**Redevelopment Site**”) known as Southside Terrace Garden Apartments as contemplated by the Redevelopment Plan (the “**Redevelopment**” or “**Project**”).

J. The Parties agree that the entire Redevelopment will be governed by the applicable Cost Control and Safe Harbor Standards promulgated by HUD for rental housing units, the Section 8 project based voucher assistance (“**PBV**”) requirements, as applicable, the requirements of the HUD Rental Assistance Demonstration (“**RAD**”) program (which, for purposes herein, includes Faircloth to RAD executions), as applicable, and all the requirements of the various funding agencies and financial institutions who are expected to provide financial support to the Redevelopment.

K. The City and OHA require certain predevelopment and development services from the Developer in connection with the Redevelopment as contemplated herein.

L. The Parties currently contemplate that the Redevelopment will consist of seven distinct phases (each a “**Phase**”) consisting of approximately 740 total units which are intended to revitalize the Southside Terrace/Indian Mount neighborhood corridor and result in the replacement of 359 public housing units currently at Southside Terrace Garden Apartments. The Phases will be divided as follow (provided the following unit counts are initial estimates subject to change):

- a. Phase 1 (Revised post-CNI Award) – 92 total units comprised of 39 PBV units, 33 non-PBV Affordable Units, 20 market rate units;
- b. Phase 2 – 107 total units comprised of 52 PBV units, 28 non-PBV affordable units and 27 market rate units;
- c. Phase 3 – 129 comprised of 63 PBV units, 33 non-PBV affordable units and 33 market rate units;
- d. Phase 4 – 102 total unites comprised of 50 PBV units, 27 non-PBV affordable units, and 25 market rate units;
- e. Phase 5 (off-site) – 70 total units comprised of 28 PBV units, 23 non PBV affordable units and 19 market rate units; and
- f. Phase 6 (off-site) – 170 total units comprised of 83 PBV units, 44 non-PBV affordable units and 43 market rate units.

- g. Phase 7 (off-site) – 70 units comprised of 34 PBV units; 18 non-PBV affordable units, and 18 market rate units;

The following Phases will be OHA Site Phases (as defined below): Phases 1, 2, 3, 4, 6 and 7, and the following Phases will be Non-OHA Site Phases (as defined below): Phase 5. A goal of the Transformation Plan is to create mixed-income developments with replacement units, Low Income Housing Tax Credit (“LIHTC”) units, and unrestricted market-rate units. The Parties agree to consider mutually acceptable changes to the Phases, subject to HUD approval.

M. The Parties intend for this Agreement, as supplemented and amended by subsequent loan and evidentiary documents and plans to be developed pursuant to this Agreement, to govern their relationship with respect to the Phases. To the degree that later agreements or documents between the Parties conflict with this Agreement, the later agreements or documents shall prevail.

In consideration of the foregoing recitals and underlying promises, which the Parties agree to be good and valuable consideration, the Parties agree as follows:

## ARTICLE 1.

**1.1. Agreement Term.** This term of this Agreement shall begin upon the Effective Date and shall expire (except for obligations identified as continuing beyond the term of the Agreement) upon the completion of all Developer Milestones named in Exhibit F and approval of such by OHA and the City of Omaha pursuant to this Agreement, unless sooner terminated or extended by mutual agreement, in accordance with the terms provided herein. As to any Phase of the Redevelopment, except as provided in Sections 4.13 and 4.15 herein, this Agreement shall terminate upon the closing of that Phase and the closing documents for such Phase will govern the relationship between the Parties to the extent described in such documents.

**1.2. Recitals and Exhibits.** The foregoing recitals are true and correct and are incorporated herein by reference as the agreements of the Parties. All exhibits listed in this Section and attached to this Agreement are incorporated herein as the agreements of the Parties.

Exhibit A	Definitions
Exhibit B	Contractor/Subcontractor Certifications and Assurances
Exhibit C	Redevelopment Plan
Exhibit D	Redevelopment Budget
Exhibit E	Redevelopment Schedule
Exhibit F	Developer Milestones
Exhibit G	OHA Milestones
Exhibit H	Business Terms
Exhibit I	Predevelopment Budget
Exhibit J	CNI Regulatory Provisions
Exhibit K	Supportive Services
Exhibit L	Pre-approved Third Party Contractors

**Definitions and Capitalization.** Exhibit A contains definitions for certain capitalized terms used herein. Certain other capitalized terms are defined where they first appear in the text of the Agreement.

**1.3. Cooperation.** The Parties shall cooperate with one another in good faith to consummate successfully the Redevelopment. Such cooperation shall include reasonable efforts to respond to one another as expeditiously as possible with regard to requests for information or approvals required hereby. With regard to materials or documents requiring the approval of one or more Parties, if such materials or documents are not approved as initially submitted, then the Parties shall engage in such communication as is necessary under the circumstances to resolve the issues resulting in such disapproval. A spirit of good faith and a mutual desire for the success of the Redevelopment shall govern the Parties' relationship under this Agreement.

**1.4. Joint Decision Making.**

OHA and Developer will regularly consult each other and work cooperatively to diligently advance the development of the Project and each Phase. As may be more specifically described in documents at each Closing, OHA and Developer agree to work in good faith with the other and to use Best Efforts to reach a consensus on decisions affecting the development and operations of the Project, including but not limited to the areas listed below, provided however, that notwithstanding the approvals described herein, OHA acknowledges and agrees that, to the extent the parties cannot reach agreement after good faith discussions, Developer shall have the ultimate decision-making authority with respect to any issue which may reasonably have an adverse impact on Developer's guarantees or indemnities, including the risk associated with such guarantees and indemnities, or reasonably cause a payment on Developer's guarantees or indemnities and provided further, the Parties agree that all such decisions made prior to the date hereof are deemed in compliance with this Section:

- (a) Planning the overall design, structure, and strategy of the Project and each Phase.
- (b) Coordinating all matters required to secure necessary governmental approvals for the Project and each Phase.
- (c) Consenting to the terms and execution of the Operating Agreement (as defined herein) and any other financing for each Phase.
- (d) All development, predevelopment, and operating budgets, schedules, designs, plans, specifications, and relocation or lease-up plans for the Project and each Phase.
- (e) Any changes to the approved development, predevelopment, and operating budgets in excess of \$50,000 for the Project and each Phase.
- (f) Any change orders in excess of \$50,000
- (g) Identifying necessary public improvements and identifying funding for the same in connection with the Project and each Phase.

(h) Agreeing upon any necessary environmental remediation and build cost into the development budget, or alternatively finding substitute parcels for development, for the Project and each Phase.

(i) Amending, dissolving, or terminating an Owner Entity (as defined herein).

(j) Selling or refinancing each Phase or membership interests in each Owner Entity (including designation of an equity investor (an “**Investor**”)), provided that OHA shall not need Developer’s consent or approval to exercise the OHA PO/ROFR (as defined herein).

(k) Soliciting and negotiating letters of intent for the initial debt and equity financing for each Phase (“**Construction Financing**”).

(l) Materially modifying Construction Financing for each Phase so as to have an impact on the Parties’ economic returns, and/or obtaining any additional financing for each Phase.

(m) Admitting members to an Owner Entity or transferring member interests in an Owner Entity.

(n) Engaging, replacing, or terminating any third-party vendors in excess of \$25,000, excluding any Third Party Contractors listed in Exhibit L.

(o) Approval of any fees payable to the Parties or any member of an Owner Entity or its affiliates, including marketing fees for the initial residential lease-up only, fees for commercial brokerage. All fees will be at arms-length, commercial reasonable rates approved by the lenders and Investors.

**1.5. Communications.** In connection with the redevelopment process, the Parties will keep each other informed of all material events, information, and communications relating to the Redevelopment. In furtherance of the foregoing, the Parties will notify the others in advance of any meetings with HUD, the City or any other governmental entity, and allow the others to attend such meetings, provided that such meetings are with respect to a subject matter that is likely to have a material effect on the Redevelopment. OHA shall take the lead in all communications with HUD and local government officials, but shall include the City and the Developer in communications with HUD and local governmental officials whenever reasonably practicable, advise the City and the Developer of substantive HUD or local governmental discussions, and shall give the City and the Developer the opportunity to participate in any substantive negotiations with HUD and local governmental officials on matters directly affecting the Developer, the City or the Redevelopment. The City will notify OHA and the Developer in advance of any meetings with HUD or any other governmental entity related to the Redevelopment. The City will also notify OHA and the Developer of City meetings related to the Redevelopment.

**1.6. Representatives.** The Parties initially appoint the following as their respective representatives responsible for the administration of their obligations under this Agreement: (a) Joanie Poore and Brian Hansen for OHA, (b) Kellie Johnston Dorsey for the City, and (c) William Lukash, Marilyn de la Pena, Todd Lieberman, and Richard J. Sciortino for Developer.

**1.7. Developer Services.** The Developer shall provide development services outlined in

this Agreement for the Redevelopment in accordance with the terms and provisions of this Agreement. The Developer shall perform the duties and undertake the responsibilities herein set forth in a competent and professional manner using good faith reasonable efforts. The Developer is not an agent of OHA or the City. Therefore, except as expressly set forth herein, the Developer shall have no authority pursuant to the terms of this Agreement to bind OHA or the City. Developer will lead on the day-to-day development work, provided that OHA shall be a co-developer and assist Developer with day-to-day development work, providing timely input, review and assistance as needed for each Phase's success. Furthermore, Developer shall ensure each Owner Entity's compliance with Nebraska Investment Finance Authority ("NIFA") and federal tax requirements, corresponding with each Investor and accountants, reviewing and coordinating the submission of each Owner Entity's annual audit, tax return, and other items in a timely and accurate fashion. Except as expressly set forth in this Agreement, the Developer, either directly or through its agents, contractors and subcontractors, will provide all services, equipment, and materials for the Redevelopment and will be primarily responsible to furnish, directly or through subcontractors, professional expertise, management, labor, materials, supplies, fixtures, equipment, tools and machinery, testing, supervision, facilities, and other services required for the completion of the Redevelopment.

**1.8. Time of Performance.** Both the Developer and OHA shall diligently adhere to and proceed with all work necessary to meet the Redevelopment Schedule, and to meet all the Developer Milestones and Milestone Deadlines (as identified on Exhibit F) and OHA Milestones and Milestone Deadlines (as identified on Exhibit G) as the same shall be updated, modified, amended or extended as contemplated in this Agreement (and, without limitation, subject to Sections 7.2, 9.2, and 9.3 of this Agreement). The Developer and OHA shall diligently proceed with all work necessary to meet all deadlines described herein.

**1.9. Quality of Work Under This Agreement.** All the activities performed under this Agreement shall be provided in accordance with (a) standards for comparable, reasonable, market, non-federally assisted rental residential developments in the Omaha Nebraska Metropolitan Area; (b) standards, criteria, and other requirements imposed by OHA and the City's funding agreements with HUD, to the extent applicable to the Redevelopment and to the extent a copy of such funding agreements are provided to Developer; and (c) standards, criteria and other requirements imposed by applicable statutes, regulations, ordinances, and orders of all other funding sources and governmental authorities having jurisdiction over the Redevelopment, including without limitation NIFA as applicable. The Developer shall furnish the skill and judgment necessary to perform its required services in compliance with the Redevelopment Schedule (hereinafter defined in Section 2.3 hereof) and the Redevelopment Budget (hereinafter defined in Section 2.3 hereof) in an expeditious and economical manner consistent with the interests of OHA and HUD. OHA and the City shall furnish the skill and judgment necessary to perform its required services in compliance with the Redevelopment Schedule and the Redevelopment Budget in an expeditious and economical manner consistent with the interests of the Developer and HUD.

**1.10. Regulatory and Financing Approvals.** The Parties hereto acknowledge that the closings and the consummation of the transactions contemplated by this Agreement are subject to approval by HUD, NIFA, funding sources, and other regulatory approvals (collectively, "**Third Party Approvals**"). The Parties agree to cooperate in good faith to obtain all necessary Third-Party Approvals, and acknowledge that Third-Party Approvals must be obtained as a condition

precedent to any obligations contained herein. OHA shall be in charge of making any submission to HUD, while the Developer shall be in charge of making any submission to NIFA and other funding sources, provided that any documents pertaining to the Redevelopment for such submissions in draft or final form shall first be approved by the Developer and OHA prior to submission, provided further that Developer shall be permitted to make submissions directly to HUD with the consent of OHA. If OHA or the Developer fail to timely respond to any request for approval, any resulting delay shall (i) extend the site specific project schedule for any work that could not be performed pending such approval and (ii) extend the Redevelopment Schedule as impacted by such delay. The Parties shall each receive at least an electronic copy of final submissions to HUD, NIFA or the City concurrent with such submission. The Developer and OHA shall respond promptly, but in any event within five (5) business days to any request by other for the approval of any submission, provided, however, if the matter to be approved requires the approval of the OHA Board, Developer must submit the request for approval in accordance with OHA's Board meeting procedures and schedules; provided, however, if such schedule will not permit action by the time required then OHA shall, to the extent feasible under OHA's organizational procedures, call a special meeting of the OHA Board or seek a waiver of such procedures.

**1.11. Role of OHA and the City.** OHA and the City shall provide the services for the Redevelopment specified in this Agreement and shall perform such duties and undertake the responsibilities herein set forth in a competent and professional manner using good faith reasonable efforts. The Parties hereto further acknowledge that certain activities contemplated herein require the approval of OHA's Board of Commissioners (the "**OHA Board**") and the Omaha City Council. OHA shall diligently pursue obtaining any such OHA Board approvals prior to when required, including, without limitation, making diligent efforts to call special meetings from time to time as necessary. The City shall diligently pursue obtaining any such Omaha City Council approvals prior to when required. Developer must submit documentation related to requests for approval of the OHA Board or Omaha City Council in accordance with established meeting procedures and schedules; provided, however, upon Developer's request OHA will endeavor to expedite obtaining any such approvals.

**1.12. Administrative and Regulatory Requirements.** In connection with the performance of their respective obligations under this Agreement the Parties shall each comply (to the extent applicable) with (i) the terms and conditions of this Agreement; (ii) the Subgrantee/Contractor/ Subcontractor Certifications & Assurances set forth at Exhibit B; (iii) the CNI Regulatory Provisions; and (iv) the requirements of the other funding sources for the Redevelopment. In connection with the performance of their respective obligations under this Agreement, the Parties shall each fully comply with all applicable laws and regulations with respect to workers' compensation, social security, unemployment insurance, hours of labor, Davis-Bacon requirements, working conditions, licensing and other employer-employee related matters, including, without limitation, all laws, rules and regulations with respect to non-discrimination based on race, sex or otherwise, and MBE/WBE and the HUD Section 3 Goals (as defined below).

**1.13. Authority to Execute Agreement.** OHA represents that it is a Nebraska public body politic and corporate, with full power and authority to execute, deliver and perform this Agreement, subject to the limitations expressly set forth herein, and that the person signing for OHA below is duly authorized to execute this Agreement on behalf of OHA. The City represents

that it is a Nebraska public body politic and corporate, with full power and authority to execute, deliver and perform this Agreement, subject to the limitations expressly set forth herein, and that the person signing for the City below is duly authorized to execute this Agreement on behalf of the City. The Developer represents that the Developer is a limited liability company duly formed under the laws of the State of Illinois, with full power and authority to execute, deliver and perform this Agreement, and that the person signing for each below is duly authorized to execute this Agreement on each entity's behalf. The Developer shall register to be qualified to do business in the State of Nebraska if and when required by State law to do so in connection with its activities arising from this Agreement.

**1.14. Written Materials and Public Statements.** The Parties agree to cooperate and consult with each other regarding any public statements or publication made regarding the Redevelopment, and no written public statement or publication regarding the Redevelopment shall be made without the Developer's and OHA's prior approval.

## **ARTICLE 2. REDEVELOPMENT RESPONSIBILITIES OF THE DEVELOPER**

**2.1. Redevelopment Activities.** As more specifically set forth herein, the Developer shall be primarily responsible for the completion of the Redevelopment in accordance with the Redevelopment Plan attached hereto as Exhibit C, as well as carrying out all other work for which the Developer is responsible as described herein. The Developer is primarily responsible for all development services required for the planning, design, development, construction and marketing of the Redevelopment, including all related demolition (unless undertaken by OHA by mutual agreement of the Parties), infrastructure, site improvements and construction activities as described herein. Such development shall be undertaken in a manner that shall be consistent with the overall physical scope and financial structure, schedule and budget as approved by OHA and as set forth herein.

It is anticipated that the rental units of the Redevelopment will be a mix of unit types, which may include RAD units, PBV units, LIHTC units, and unrestricted market rate units. The final unit mix of each Phase will be subject to marketability and financial feasibility and the CNI Requirements. Currently, the Redevelopment is not anticipated to include public housing Annual Contributions Contract ("ACC") units, however, to the extent applicable, any portion of the units to be placed under a public housing ACC will be placed under a Mixed-Finance Amendment to the ACC between HUD and OHA, and the provisions of 24 C.F.R. § 905.606 will be applicable to such ACC units. The Parties will be responsible for following the applicable HUD requirements in a manner that is customary and otherwise set forth in this Agreement.

A critical step in the development activities will be the approval of the development and financing plan for each Phase in the Transformation Plan. The Developer shall devise and complete an initial development plan including building and site schematic designs, including elevations and floor plans for all building types, phasing plan, and financing plan once it is ascertained what forms of financing will be used. The initial plans will also include the number of each unit type to be included in the Phase (i.e. RAD units, PBV units, LIHTC units, and unrestricted market rate units). Such initial plans will be submitted to OHA and the City for review. Once approved by OHA and the City, the Developer will assume primary responsibility and authority for plan implementation. The approved plan for each Phase shall not be materially

modified without the approval of OHA and the City, which shall not be unreasonably withheld.

In the event one or more Phases of the Redevelopment or any portion of any Phase cannot reasonably be completed as contemplated herein, any Party may present alternative proposals for consideration by the other Parties, provided such proposal is consistent with the overall objectives of the Transformation Plan. An Owner Entity or Owner Entities, as further defined herein, will own the rental housing developed pursuant to this Agreement.

**2.2. Financing.** It is mutually agreed that all necessary financing is to be obtained or procured jointly by the Developer and OHA on behalf of the Owner Entities and secured for each Phase. The Parties shall consult with each other and agree upon a financing plan prior to seeking any such financing. The Developer shall take the lead on preparing any applications for the agreed upon financing of a Phase, provided that the Developer shall keep OHA regularly updated on any financing negotiations and provide OHA with drafts of all financing solicitations, commitments, and letters of intent prior to the Developer circulating such drafts to third-party funders. All financing solicitations, commitments, and letters of intent shall be subject to OHA's prior written approval. OHA shall cooperate fully with the Developer on all applications for financing.

The Developer shall not have an obligation to proceed with a Phase if such Phase is not financially viable in the determination the Developer; provided, however, if OHA determines such Phase is financially viable and OHA desires to continue which such Phase, then OHA may elect to terminate this Agreement solely with respect to such Phase if (x) the Developer elects to not proceed with such Phase and OHA reimburses Developer for all expenses incurred prior to such partial termination of this Agreement, (y) HUD approves OHA proceeding with such Phase without Developer, and (z) there is no negative impact on the CNI Grant funding for the other Phases. The Developer shall provide, or procure an entity to provide, all necessary and customary financial guarantees to the Redevelopment lenders and tax credit equity Investor, provided, however, prior to payment by Developer on those guarantees, each party's paid portion of Development Fee (as defined herein) shall be used to cover such losses, and Developer shall additionally have the right to defer Development Fee to mitigate such losses, as more particularly described in Exhibit H attached hereto. Except as otherwise set forth herein and potential increases in liability described in Exhibit H, OHA and its affiliates shall not be liable and shall not increase their investments in the Redevelopment (or any Phase, as applicable) to fund any increased costs or loss of equity.

The Developer shall not be required to withdraw from any Phase until the Developer is released from all such guarantees and indemnities. Moreover, the Parties will endeavor to include provisions in the transaction documents with the debt and tax credit equity providers that permit the Developer to be released from all such guarantees and indemnities upon the expiration of the operating deficit guaranty period for each Phase to allow OHA to complete a Brinshore Transfer prior to the end of the Credit Period, as further outlined and defined hereinafter, provided the inclusion of such provisions in debt or equity closing documents shall not be a condition of the Parties to close a particular Phase.

The Parties intend to submit applications to NIFA for 9% and 4% LIHTC and other financing as necessary to develop each Phase. The Parties may also apply for other funding from non-NIFA sources, such as HOME funds and any other applicable funding that may be available.

The timely development and submission of any LIHTC or other funding applications will be the responsibility of the Developer, subject to OHA approval.

The Parties shall make timely Best Efforts (as defined below) to secure all financing listed in the Redevelopment Budget. Should any of the financing become unavailable, the Developer shall use timely Best Efforts to obtain equivalent funds from other sources for the housing component of the Redevelopment in a timely manner and to prevent delay in the schedule (as the same may be modified or extended pursuant to this Agreement) or increase in cost of administration to OHA or the City. OHA and the City will timely cooperate with and assist the Developer in its efforts to replace funding commitments. OHA and the City acknowledge that sources of financing listed in the Redevelopment Budget require the approval of governmental agencies based on periodic application cycles. The failure by a governmental agency to approve an application shall not constitute a default by the Developer in its obligations hereunder provided the Developer made timely Best Efforts or Commercially Reasonable efforts and pursued such application with diligence and good faith, nor shall it relieve the Developer of its obligations to use Best Efforts to seek adequate alternative funding for the housing component of the Redevelopment.

Financing for the Transformation Plan is preliminary at this time, but it is expected to include LIHTCs (either 4% credits combined with tax exempt bonds or 9% credits), conventional financing and such other sources of funds and/or local government contributions as necessary to fund the Redevelopment. Such sources may include CNI Grant funds (to be provided by OHA), HOME, the Affordable Housing Program (AHP) through the Federal Home Loan Bank, philanthropic funds, LIHTC equity, HUD conventional loans secured by a mortgage (based on rent structures or mortgage payments that can be supported), OHA sources (as further discussed below), local sources, and other federal, state, and local governmental and non-governmental sources, whether available now or that may become available over time. Operating subsidy may come from the RAD program or PBVs as available and if awarded in accordance with program requirements.

**2.3. Redevelopment Budget and Schedule.** The development plan for each Phase of the development will include a development budget and development schedule. The development budget will encompass all sources and uses of funds for the Phase, shall identify aggregate “**Development Costs**” as defined by HUD and NIFA, and shall identify the CNI Grant funds being contributed to the Phase. The development schedule will include a critical path schedule of time and order for completion of the specific Phase based on third party funding availability, funding source timing requirements, reasonable times for review, approval, and return of documents to ensure the prompt completion of the Phase, subject to force majeure and the availability of tax credits and other subsidy resources. Such development schedules will be updated from time to time as agreed upon by the Parties.

A preliminary budget for the Redevelopment (the “**Redevelopment Budget**”) is attached hereto as Exhibit D as approved by the Parties. A preliminary development schedule (the “**Redevelopment Schedule**”) is attached hereto as Exhibit E, as approved by the Parties. The Parties hereby acknowledge and agree that each potential source of public funds imposes a unique set of requirements, including what constitutes an eligible project cost. As public funds are committed to the Redevelopment or a particular Phase of the Redevelopment, the Parties agree to

work together in good faith to adjust the Redevelopment Schedule and Redevelopment Budget to address the requirements of the particular funding source. The Parties agree that the Redevelopment Budget and the Redevelopment Schedule may be updated periodically by the Developer and, upon review and approval by OHA and the City, which shall not be unreasonably withheld, shall be fully incorporated as if set forth herein. OHA (and HUD, if applicable) must affirmatively approve any material changes to the Redevelopment Budget or Redevelopment Schedule to be effective. OHA and the City shall act promptly in reviewing periodic updates to the Redevelopment Budget and the Redevelopment Schedule, but in any event within ten (10) business days from the receipt thereof, provided, however, if the matter to be approved requires the approval of the OHA Board or the Omaha City Council, Developer must submit the request for approval in accordance with the applicable OHA Board or Omaha City Council meeting procedures and schedules and, to the extent necessary and reasonably feasible, OHA shall call a special meeting of the OHA Board.

The ability of the Developer to alter the Redevelopment Budget should not be interpreted to permit Developer to require an increase in the amount of money OHA has committed to this Redevelopment pursuant to Section 2.2 of this Agreement.

**2.4. Status Reports and Information.** No later than thirty (30) days after each calendar quarter (or such other time period as may be required by HUD) during which this Agreement is in effect (or more frequently as required by applicable funding requirements), the Developer shall provide OHA and the City with written progress reports of the previous quarter on a Phase by Phase basis in such form as may reasonably be required by OHA, the City, HUD, and/or the other funding sources for the Redevelopment on the status of: (1) work performed by Developer's contractors, (2) the percentage of completion of the Developer Milestones; (3) HUD Section 3 Goals and MBE/WBE reports; (4) an update of the Redevelopment Schedule; (5) quarterly expenses against the Redevelopment Budget (in a manner that allows OHA and the City to (a) perform cost certifications to the extent required, (b) to produce budget reports, and (c) prepare for required federal, state, and local audits without interruption); and (6) when necessary, proposed revisions to the Redevelopment Budget. Other reports shall be provided if requested by OHA or the City. In addition, the Developer shall, upon reasonable request by OHA or the City, furnish the requesting party with copies of any work product prepared by the Developer or its Consultants (not including internal documents, drafts submitted by consultants and sub consultants but not yet approved by the Developer or the Developer's attorney's work product that is or may be privileged in a dispute between OHA or the City and the Developer) in connection with development activities pursuant to this Agreement. Once construction is commenced for any Phase of the Redevelopment, Developers shall hold progress meetings at least once a month with OHA's and the City's designee(s) throughout the course and duration of such construction (provided that such meetings may be coordinated or combined with job-site or requisition meetings when appropriate). OHA's and the City's designee(s) shall be provided with copies of construction progress reports at all such meetings. A pending change order log shall be kept for each Phase of the Redevelopment and shall be made available for review by OHA's and the City's designee(s) at the construction progress meetings. During the period of construction of each Phase, the Developer shall provide OHA and the City monthly construction reports. Developer may provide OHA and the City the reports and other information required by this Agreement through the HUD Choice Neighborhoods Inform on-line data platform (or any replacement platform) and any such information uploaded by the Developer to such on-line data platform shall be deemed delivered to

OHA and the City.

**2.5. Reports.** Upon timely request by OHA or the City, the Developer shall provide OHA or the City information for OHA or the City to prepare reports no later than fifteen (15) days before OHA or the City must submit such reports to HUD and the other funding sources for the Redevelopment or the OHA Board or the Omaha City Council. However, the Developer shall be responsible for providing only such information for such reports which relates to facts, information, or activities for which the Developer is responsible.

**2.6. Development Services Agreement.** The Parties acknowledge that they may be required to enter into a Development Services Agreement for each Phase of the Redevelopment. The Parties agree that such Development Services Agreement will detail the specific responsibilities for completing such Phase under the requirements of the various financing sources; provided that the final terms of such Development Services Agreement are subject to Developer, OHA, and City approval (or their respective affiliates which shall serve as part of the Owner Entity of such Phase) and will be consistent with this Agreement.

**2.7. Assignment to the City or OHA.** In the event the City or OHA makes a loan to an Owner Entity, all of the Owner Entity's interest in drawings, tracings, specifications and other documents prepared by or for the benefit of the Owner Entity for use in the implementation of any Phase of the Redevelopment (the "**Development Documents**") shall be collaterally assigned to OHA or the City, as applicable, subject to any similar assignment to a senior lender.

**2.8. Coordination with Social Service Program.** The Developer shall cooperate with any social service or relocation entity that has been retained by OHA to provide technical assistance, and any OHA department responsible for the planning and implementation of any social service and relocation activities required under the Grant Agreement and the Transformation Plan. The Parties agree that social service or relocation costs incurred in transitioning Southside Terrace Garden Apartments residents to a Phase shall be paid from the CNI Grant as a grant expense. Any social service and relocation expenses that are required by HUD to be included as a project expense (or the parties desire to include as a project expense) shall be included in the Redevelopment Budget.

**2.9. Resident Participation in the Redevelopment Process.** The Parties agree to involve residents (including, without limitation, the current Southside Terrace residents) and resident organizations in the planning and development process for the Redevelopment. OHA shall be the primary contact for residents in connection with the Redevelopment and the Developer and the City shall not have any communications with residents regarding the Redevelopment without the prior approval of OHA. The Developer shall, upon OHA request, provide updates on the development process and present at or attend meetings with residents on the planning, development and construction process of the Redevelopment, giving careful consideration to tenants' suggestions.

### **ARTICLE 3. PREDEVELOPMENT ACTIVITIES**

**3.1. OHA's Predevelopment Phase Obligations and Activities.** OHA shall develop a relocation and re-occupancy plan which is subject to the Developer's approval (the "**Relocation**

and Re-Occupancy Plan”), such approval not to be unreasonably withheld, and OHA shall be responsible for carrying out the relocation and re-occupancy of residents in accordance with such Relocation and Re-Occupancy Plan. OHA shall determine whether residents have a right to return in accordance with the Relocation and Re-Occupancy Plan, OHA’s Administrative Plan, and other HUD or other legal requirements, and shall provide each Owner Entity with a list of “**Residents**” (as defined in the Relocation and Re-Occupancy Plan) who shall have the right to return to the applicable Phase of the Redevelopment. OHA shall also revise its Administrative Plan, as needed, to provide preferences to those who shall have a right to return to the applicable Phase of the Redevelopment. The Owner Entity shall utilize OHA’s waitlist when leasing units in each Phase of the Redevelopment.

**3.2. Developer Predevelopment Obligations and Activities.** The Developer acknowledges that those predevelopment activities described at Exhibit F are the primary responsibility of the Developer. The Developer shall perform, or cause to be performed, those activities, and the costs of the third-party work set forth in the Predevelopment Budget shall be paid by the Parties as provided in Section 8.2 below pursuant to a Predevelopment Budget approved by the Parties in accordance with Section 8.2 below. Any costs that are not included in the Predevelopment Budget or not otherwise approved will not be reimbursed at Financial Closing or otherwise. The Predevelopment Budget shall also include a schedule of the predevelopment costs that have been incurred and approved by the Parties as of the date of this Agreement.

#### **ARTICLE 4. OVERALL DESIGN AND CONSTRUCTION RESPONSIBILITIES**

The Developer shall have the authority and obligation to:

**4.1. Oversee Design and Manage the Design Process.** The Developer, with OHA’s approval, has engaged Alley-Poyner Macchietto Architecture to serve as the architect for Phase I, Landon Bone Baker Architects for Phase II, and Holland Basham for the Phase to be known as Arbor Flats. The foregoing architects have been approved by OHA only for such specific Phases and the architects (including those listed in the foregoing sentence) for all other Phases remain subject to prior OHA approval. The approved architect for each Phase shall be referred to as an “**Architect**”. The Developer will ensure that the initial and subsequent Architect shall design the Redevelopment in accordance with this Agreement, the Redevelopment Schedule and the Developer Milestones in Exhibit F herein. The Developer shall provide, or cause the Architect to provide, all written documents and drawings prepared by the Architect relating to any phase of design (including, without limitation, schematic design, design development and construction drawings), to OHA, upon receipt, and OHA will have the opportunity to comment on and approve or disapprove all written documents and drawings (including, but not necessarily limited to 40%, 90% and all construction bid documents), including to confirm compliance with the requirements of this Agreement. After such approval, OHA shall have the opportunity to comment on and approve or disapprove any proposed material changes to the approved drawings, including changes arising from value engineering, contractor’s substitutions, or other changes to the design mutually agreed upon by the Parties. The Developer shall further require that the Architect and all subcontractors for mechanical, electrical, plumbing, engineering, and structural engineering be appropriately licensed and insured for professional liability. The Architect’s agreement shall provide that the Developer shall be the owner’s representative and shall have the authority to direct the consulting engineers and other consultants to the project, whether reporting to the Architect,

or directly to the Developer, provided that the Architect shall be required to keep OHA informed on an ongoing basis and any material changes to the Architect's agreement or plans for a Phase shall be subject to OHA's prior approval.

**4.2. Obtain Permits and Other Approvals.** The Developer shall diligently and in good faith and in accordance with the Redevelopment Schedule pursue such actions as may be necessary or appropriate to obtain all zoning, building and construction permits, licenses, easements and approvals necessary to obtain, establish, or construct the Redevelopment, including on-site and off-site utilities necessary for the Redevelopment, and roads, transportation, and other facilities or physical improvements contemplated by the Construction Documents, each to the extent applicable. OHA shall cooperate and assist the Developer in obtaining all such permits, licenses, easements and approvals, including, without limitation, joining any application, plats of subdivision, plats of vacation, dedications, and dedication or vacation requests, if necessary. Developer shall, on an ongoing and timely basis, advise OHA as to the status of the processing of all applications necessary to obtain all governmental approvals required in accordance with this Agreement, applicable HUD approvals and requirements, and the Construction Documents. Developer shall advise OHA of any hearings regarding matters described in this section with sufficient advance notice to enable OHA to elect to attend such hearings.

**4.3. Compliance with Laws and Permits; Monitoring of Third Party Contractors.** The Developer shall cause the Redevelopment to be designed and constructed in compliance with all applicable Federal, state and local laws, codes, ordinances, rules and regulations and with all permits. The Developer shall ensure that all Third Party Contractors possess the requisite licenses and qualifications necessary for work contracted to them. The Developer shall comply, and shall ensure the compliance of all Third Party Contractors, with laws prohibiting discrimination on the basis of disability, including but not limited to, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 C.F.R. part 8); the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.* and its implementing regulation at 28 C.F.R. part 36), the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 C.F.R. part 40).

**4.4. Documents, Drawings and Materials.** The Developer or its consultants or contractors shall furnish OHA with electronic versions of final drawings of record, final specifications and data sheets; results of subsurface investigations and environmental testing; results of civil, structural and hydraulic design calculations; structural calculations; equipment manufacturers' drawings and data, including installation, operating and maintenance instructions, data and parts lists, shop drawings, submittals and warranties from manufacturers, suppliers, and/or installers. After the Construction Completion Milestone has been achieved for any Phase of the Redevelopment, the Developer shall furnish OHA with final electronic versions of the as-built drawings including the as-built survey for that Phase of the Redevelopment.

**4.5. Selection of Third Party Contractors.** OHA has approved the Third Party Contractors listed on Exhibit L attached to this Agreement as contractors qualified to work on the Redevelopment, provided, however, that, notwithstanding anything to the contrary, each Third Party Contractor (including those listed in Exhibit L) engaged for a specific Phase shall be subject to OHA's prior approval. For the avoidance of doubt, the Third Party Contractors listed in Exhibit L have not been approved by OHA to work on every Phase of the Redevelopment and OHA must

approve the involvement of any Third Party Contractor on an individual Phase. The Developer shall be alert to organizational conflicts of interest as well as noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. Awards shall be made to the bidder or offeror whose bid or offer is most advantageous to the applicable Phase of the Redevelopment, taking into consideration price, quality and other relevant factors, including (but not necessarily limited to) the bidder's or offeror's compliance with minority contracting requirements and Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 C.F.R. Part 75, provided that, to promote community involvement and support in the Redevelopment, preference shall be given to local bidders in the Omaha area. OHA may require the Developer to engage a local bidder over a non-local competitor if OHA reasonably determines that the local contractor is not prohibitively more expensive, the local contractor's bid fits within the Project budget, and that such local bidder can provide the same quality of work and expertise as the non-local competitor. OHA and the City and their authorized representatives shall have access to and the right to examine, copy, or reproduce all records pertaining to such selection and the Developer shall respond in ten days to any questions raised by OHA or the City related to the procurement or contracting process. OHA shall have the power to require Developer to reject any bid from a Third Party Contractor or terminate any Third Party Contractor if OHA reasonably determines that such procurement violates any applicable procurement requirements, policies, or regulations. Termination fees or expenses incurred as a result of any Third Party Contractor engaged in violation of applicable procurement policies and requirements shall be allocated among the parties for each Phase in the same percentage allocation as predevelopment costs and expenses as set forth in Section 8.2 herein. OHA shall also have the power to require the Developer to reject or terminate any Third Party Contractor if OHA reasonably determines that such procurement would cause significant harm to OHA's or the Redevelopment's reputation or support in the local community, provided that OHA shall be responsible for the payment of any termination fees or expenses related to such termination or rejection. If consented to by all parties hereto for a given Phase, BCM, LLC, an Illinois limited liability company, and an affiliate of Developer, may be a Third Party Contractor.

The Developer's agreements with Third Party Contractors for the Redevelopment shall (1) permit, as collateral for its loans to the Project, assignment of the agreement to OHA on terms and conditions reasonably satisfactory to OHA and the City, the Developer, the applicable Owner Entity, the contractor and any lenders for the particular Phase of the Redevelopment, and (2) include an executed Subgrantee/Contractor/Subcontractor Certifications & Assurances, attached hereto as Exhibit B. Since neither OHA, the City nor their instrumentalities will exercise "significant function within the Owner Entity with respect to managing the development of the proposed units," as such term is utilized in 24 C.F.R. § 905.606, neither the Developer nor the applicable Owner Entities will be subject to 2 C.F.R. § 200, except to the extent otherwise expressly set forth in this Section 4.5.

The Developer shall employ due diligence to ensure that all consultants, design professionals, construction professionals, and other professionals or contractors engaged to provide services or supplies for the Redevelopment shall supply the skill and judgment necessary to perform the required services in compliance with the Redevelopment Schedule and the Redevelopment Budget and in accord with all requirements of their respective contracts.

OHA shall participate in value engineering and bid review to ensure that all consultants,

design professionals, construction professionals, and other professionals or contractors engaged to provide services or supplies for the Redevelopment shall supply the skill and judgment necessary to perform the required services in compliance with the Redevelopment Schedule and the Redevelopment Budget and in accord with all requirements of their respective contracts. In the event OHA does not respond to a request for approval or consent related to value engineering decisions or bid reviews within five (5) calendar days then OHA shall be deemed to have approved the matter as presented to OHA. No entities affiliated with the Developer shall work on the Redevelopment, except those disclosed at Exhibit L, unless otherwise approved in writing by OHA. OHA intends to procure a third-party financial or development consultant to assist OHA in the development of the Project (the “**OHA Consultant**”) and the cost of the OHA Consultant shall, to the extent feasible, be included as a capitalized expense in each Phase’s development budget, provided, however, that OHA shall be solely responsible for the costs of such consultant if the budget cannot support the costs as a capitalized expense.

**4.6. Section 3.** At a minimum, the Developer shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (the “**HUD Section 3 Goals**”). Minimum HUD Section 3 Goals applicable to this Agreement are contained at 24 C.F.R. Part 75. The Developer agrees to comply with any Section 3 utilization plan to which the Parties agree.

**4.7. Intentionally Omitted.**

**4.8. Davis-Bacon Reporting.** The Developer shall cause the Owner and the General Contractor to ensure that labor standards applicable to the Redevelopment (the most stringent of which currently is the Davis-Bacon Act, 40 U.S.C. § 276a *et seq.*). The Developer shall provide any required reports any applicable governmental entity to whom such reports are legally required to be delivered (including OHA).

**4.9. Sworn Statement and Lien Waiver Pre-Disbursement Requirements.** Prior to any disbursement of funds under any construction loan (including third party loans and requests for equity installments), the Developer shall provide OHA a copy of the draw request package provided to such lenders and/or equity providers.

**4.10. Construction.** The Owner Entity shall be responsible for the construction and completion of the applicable Phase of the Redevelopment in accordance with the Loan Agreements, the Ground Lease (if any), and the Construction Documents. The Developer shall provide, or procure an entity to provide, the Guaranty of Completion referenced in Section 4.12 below, and such other guaranties and indemnities, and to the extent reasonably required by a funder approved by OHA for a Phase, OHA will review and also execute such agreements to document its limited liability set forth herein (i.e. paying its portion of paid developer fee and, to the extent applicable, other eligible funds towards Developer’s guaranty and indemnity obligations), subject to its reasonable discretion. The Owner Entity shall provide for, among other things, the following services and considerations which the Owner Entity shall include in the applicable project documents at Financial Closing.

**4.10.1. GC Contract.** The Developer shall cause the applicable Owner Entity to enter into one or more general contracts with one or more general contractors in connection with the Redevelopment. Each such contract shall set either a fixed price, stipulated sum or guaranteed

maximum price or another pricing mechanism acceptable to OHA (each, a “GC Contract”), and shall contain terms and conditions and provide for general contractor fees and overhead as required by the Investor, lenders, NIFA, HUD and any other applicable regulatory agency. Each Owner Entity shall submit each GC Contract to OHA for review. OHA must approve each GC Contract prior to execution which approval, so long as such contract complies with the terms of this Agreement and the applicable loan documents, will not be unreasonably withheld or delayed. In the event OHA or the City makes a loan to an Owner Entity, the GC Contract shall provide for a collateral assignment to OHA or the City, as applicable, in the event of termination of, or default under, the applicable loan documents between OHA or the City, as applicable, and such Owner Entity and such collateral assignment shall be subject to the rights of the senior lenders, if any. To the extent the General Contractor is an affiliate of the Developer, all terms and conditions shall not be in excess of terms and conditions which could be obtained in an arms-length transaction and shall be subject to acceptance by OHA, each Phase’s lenders and Investor, and applicable regulatory agencies, and subject to requisite HUD waivers and/or approvals, in accordance with Section 4.6. The Parties approve Lueder Construction as the general contractor for Phase 1; the general contractors for the remaining Phases of the Redevelopment shall be subject to OHA’s approval.

**4.10.2. Insurance, Bonds, and Warranties Required of the General Contractor.** Each GC Contract submitted to OHA for approval shall require the General Contractor to provide, at a minimum: (a) insurance required by the project lenders; (b) 100% payment and performance bonds or a letter of credit (to the extent permitted by applicable requirements) in lieu of payment and performance bonds satisfactory to all lenders; (c) a warranty of good title to materials, equipment and supplies incorporated in the work; and (d) a warranty that the work performed under the GC Contract conforms with the Construction Documents and is free of any defect in equipment, material or workmanship performed by the General Contractor or any subcontractor or supplier in any tier. The warranties shall continue for a period of not less than one year from the date of final acceptance of the work. All rights under the GC Contract shall be for the benefit of the Owner Entity and its successors and assigns. Once OHA has approved the GC Contract, it will not request or require additional changes unless required by HUD or another applicable governmental agency.

**4.10.3. Monitoring Performance of Contractors.** The Owner Entity shall require the General Contractor and Architect or other consultant(s) to monitor the performance of all persons and entities who are to provide materials, equipment or services to the Redevelopment and shall require the Architect or such other consultant(s) to take such actions as are necessary to maintain adherence to quality standards, safety standards, production schedules, shipping dates, and job-site requirements contemplated herein and minimize the disturbance of residents in the immediate area (i.e., controlling dust, noise, etc.)

**4.10.4. Monitoring Project Scheduling.** The Owner Entity shall] ensure that the Redevelopment progresses in accordance with the deadlines established in the Redevelopment Schedule, this Agreement and the Construction Documents (subject to Force Majeure and Development Contingencies as outlined in this Agreement). During the course of construction, the Owner Entity shall (a) identify potential variances between the actual and contractually-mandated completion dates; (b) identify work not started or incomplete and recommend adjustments in the Redevelopment Schedule to meet contractually-mandated completion dates; (c)

provide OHA with monthly summary reports of its coordination and monitoring activities and document all changes in the Redevelopment Schedule (generally such reports shall be submitted to OHA in conjunction with all monthly requisition materials on industry-standard forms such as AIA G-702); and (d) take appropriate action when the requirements of any contract are not being satisfied, provided that conditions (a) through (c) may be satisfied by providing a copy of the monthly draw request as part of the monthly construction requisition package.

**4.10.5. Monitoring Construction Budget.** Construction costs for each Phase will be subject to independent plan and cost review by OHA, applicable government agencies, and each Phase's lenders and Investor. During the course of construction of each Phase of the Redevelopment, the Owner Entity shall monitor the approved Construction Budget. OHA shall be notified of, and shall approve, all material change orders under the Construction Documents greater than \$50,000, regardless of whether there is a pending request to OHA for funding. During the construction period of each Phase, the Owner Entity shall provide a monthly change order report with "proposed," "pending" or "accepted" change order indicated on such report. To the extent applicable, funding for change order/change directive work will not be released unless the material change order/change directive is approved by OHA. The Owner Entity shall revise and refine the Construction Budget during the course of construction, provided that any such material change order under this Section 4.10.5 shall be subject to OHA's approval and any such change shall not increase the commitment of funding provided by OHA pursuant to Section 2.2 of this Agreement. Developer's disclosure obligations in this Section 4.10.5 may be satisfied by providing a copy of the monthly draw request as part of the monthly construction requisition package.

**4.10.6. Materials, Storage of Purchased Items, and Security.** All equipment, material, and articles furnished shall be in accordance with the Construction Documents. The Owner Entity shall require the General Contractor to (i) inspect all equipment, materials, and articles obtained under the Construction Documents, (ii) monitor the delivery of, and, if necessary, arrange storage, protection and security for all materials, systems and equipment which are to be used in the construction of, or incorporated into, the various components of the Redevelopment, (iii) in the event of off-site storage (which is subject to OHA's prior written approval to the extent funded in whole or in part with OHA funds), provide proof of insurance and a bill of lading or a shipping ticket, and (iv) provide adequate security for the sites, including, without limitation, prevention of vandalism, theft, trespassing and dumping, and providing the maintenance of secure fencing around the Redevelopment Site and appropriate measures thereof.

**4.10.7. Inspection by the Developer.** The Owner Entity shall require the Architect to guard against defects and deficiencies in design and construction and, based on the Architect's recommendations, order the General Contractor to stop work, or any portion thereof, and direct special inspection or testing of such work, which in the Owner Entity's best judgment, may not be in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed or completed. The Owner Entity shall cause the Architect to conduct periodic inspections of the work of the General Contractor and shall verify, using AIA G-702 or other form approved by OHA, that the work is being performed in accordance with the Construction Documents. The Architect shall inspect all work on a periodic basis.

**4.10.8. Construction Progress Reports.** The Owner Entity shall record the progress of each Phase of Redevelopment construction and submit in the reports required by

Section 2.4, to OHA, information on the status of the activities of the General Contractor, the percentage of work the General Contractor has completed, and the purpose and dollar value of all proposed and/or approved change orders and the status of each (generally such reports shall consist of supplying to OHA all monthly requisition materials on industry-standard forms such as AIA G-702/703). In addition, the Owner Entity shall consult with OHA on a periodic basis to be determined jointly as circumstances may warrant to keep OHA fully informed at all times of the status of construction. If the Owner Entity becomes aware of any material fault or defect in any of the Redevelopment efforts or nonconformance with the Construction Documents, then the Owner Entity shall give prompt notice thereof to OHA.

**4.10.9. Document Records.** The Owner Entity shall (i) retain a record of the Construction Documents for the respective component of Redevelopment, (ii) maintain, or shall cause the General Contractor to maintain, all construction records, including all plans, contracts, shop drawings, samples, purchase orders, applicable handbooks, technical standards and specifications and manuals related to the Redevelopment, and (iii) cause the Owner Entity or the General Contractor, as applicable, make all such materials available for inspection by OHA upon reasonable notice.

**4.10.10. Right of Entry by OHA.** OHA reserves for itself and its authorized agents or authorized contractor, official representatives from OHA, the City, and HUD, other funders, and their respective authorized agents the right to enter the Redevelopment Site during normal business hours to inspect the Redevelopment Site and any work in progress, with reasonable notice, for the purpose of protecting or furthering OHA's interests under this Agreement (including during the Architect's inspection as described in Section 4.10.8, above). The person conducting such inspection shall comply with reasonable safety precautions and shall not interfere with construction or development activities. OHA shall not direct the work of the General Contractor or any subcontractor or other person performing work on the job site. OHA shall have no obligation to make any such inspection of the Redevelopment. Such inspections are for OHA's information only and the Owner Entity shall not be relieved of its obligation to complete the Redevelopment in accordance with this Agreement. In no event shall OHA's inspection of the work be deemed acceptance of all or any of the work, equipment, or materials or to waive any right OHA have under this Agreement and/or subsequent loan documents for the Redevelopment.

**4.10.11. Substantial Completion Inspection.** Upon substantial completion of any Phase, the Owner Entity and the Architect shall inspect the work to determine and record the condition of the units (i.e., develop a "punch list"), which shall be subject to OHA's review. The Owner Entity shall notify OHA of such inspection, and shall allow OHA's representatives to accompany it on any such inspection. The Owner Entity shall require the General Contractor to replace or correct work that does not conform to the Contract Documents or to applicable safety or code standards, statutes or regulations.

**4.10.12. Cost Certification.** Upon substantial completion and the subsequent inspection of the applicable Phases, the Owner Entity, or its accountants shall perform a cost certification that complies with the standards of the NIFA and other applicable funders if required. The Owner Entity will submit such certification to OHA within a reasonable time period, but in any event, if applicable, no later than submission to NIFA.

**4.11. Intentionally Omitted.**

**4.12. Project Completion Guarantees and Warranties.** As part of the documentation of any loan made from OHA to an Owner Entity at the Financial Closing for any Phase, the Developer shall guarantee, or procure an entity to guaranty, the completion of construction of that Phase pursuant to a performance and completion Guaranty in form and substance acceptable to the Parties. Additionally, the Owner Entity shall secure from the General Contractor for each Phase in the GC Contract a warranty that such Phase when completed will be free of all defects in workmanship and materials for a period of not less than one (1) year from substantial completion of that Phase.

**4.13. Environmental Conditions and Site Investigation.**

**4.13.1. Site Investigation.** OHA is responsible to submit all required documents to HUD or the City Environmental Officer, as required by applicable law and regulation, for review of the environmental impact of the Redevelopment in accordance with 24 C.F.R. Part 58 or Part 50. OHA shall provide to the Developer all testing performed to date, and the Developer shall cause its environmental and engineering consultants to perform environmental, hazardous materials and geo-environmental investigations and to prepare remediation estimates (all of which shall be included as a project expense). Except as set forth herein, OHA makes no representations, warranties or other covenants in regard to whether any Prohibited Substances (as defined herein) are located in, on, or about the property for the Redevelopment, or whether any environmental laws as applicable to the same may be violated. Developer acknowledges and agrees that any OHA property conveyed to an Owner Entity will be delivered by OHA in its “AS IS, WHERE IS, AND WITH ALL FAULTS” condition, and that such language shall be incorporated into each Ground Lease.

**4.13.2. OHA hereby makes the following representations and warranties:**

4.13.2.1. OHA has not knowingly permitted the Redevelopment Site that are the subject of the or any portion thereof to be used as a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Prohibited Substance (as defined herein) except in such amounts as are ordinarily used, stored or generated in similar projects, or has otherwise knowingly permitted the presence of Prohibited Substances in, on or under the Redevelopment Site in material violation of any Hazardous Materials Laws (as defined herein).

4.13.2.2. From and after the date hereof, OHA shall comply with all Hazardous Materials Laws applicable to the Redevelopment Site and any improvements thereon.

4.13.2.3. OHA shall promptly provide Developer with copies of all forms, notices and other information received by or on behalf of OHA concerning any releases, spills or other incidents relating to Prohibited Substances or any violations of Hazardous Materials Laws at or relating to the Redevelopment Site. As of the date hereof, OHA has not received any such information and has disclosed to Developer all environmental reports, notices and other information that is has obtained relating to the Redevelopment Site.

4.13.2.4. OHA has not knowingly permitted the Redevelopment Site or any portion thereof to be used as a site for the use, generation, treatment, manufacture, storage, disposal

or transportation of Prohibited Substances except in such amounts as are ordinarily used, stored or generated in similar projects, or has otherwise knowingly permitted the presence of Prohibited Substances in, on or under the Redevelopment Site in material violation of any Hazardous Substances Laws.

For purposes of this section:

Hazardous Materials Laws means all statutes, laws, acts, ordinances, rules, regulations, orders, decrees and rulings of any federal, Nebraska and/or local governmental or quasi-governmental body, agency, board, commission and/or court relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release and/or transportation of Hazardous Materials, including, without limitation: The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (“**CERCLA**”); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (“**RCRA**”); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (“**TOSCA**”); the Clean Air Act, 42 U.S.C. Section 7401 et seq. and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called “Superfund” or “Superlien” law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. (“**OSHA**”), as each is from time to time amended and hereafter in effect.

Prohibited Substances means (i) asbestos or asbestos-containing material or polychlorinated biphenyl material, or (ii) hazardous substances or hazardous waste as defined under any Hazardous Materials Law (other than quantities of such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute construction of the Redevelopment), or (iii) soil containing volatile organic compounds.

**4.13.3. Discovery of Prohibited Substances Prior to Closings.** Prior to a Financial Closing, in the event that any Party knowingly encounters any Prohibited Substances on the Redevelopment Site not previously identified through testing, such Party shall promptly notify the other Parties in writing and shall comply with all laws, ordinances, regulations and orders of all governmental, regulatory and other public and quasi-public agencies, authorities and entities having jurisdiction over the same with respect to notification of the discovery of the Prohibited Substances. The Owner Entity shall be responsible for performing all necessary due diligence to determine the environmental feasibility of each Phase and any environmental remediation needed for a particular Phase shall be covered as a project expense in the applicable development budget. The Owner Entity for each Phase shall fully indemnify and hold OHA and Developer harmless for any environmental conditions that occur after a Financial Closing and are attributable to the use of the property by that Owner Entity. OHA shall not be liable for any existing environmental conditions on the Redevelopment Site, whether discovered prior to or after a Financial Closing of a Phase, unless (i) OHA had actual knowledge of such environmental conditions and failed to disclose same, in which case OHA shall be wholly liable for such environmental conditions, or (ii) to the extent there are existing but unknown environmental conditions on the Redevelopment Site discovered after a Financial Closing, remediation for such conditions shall be attempted to be addressed in the development budget for that particular Phase.

**4.13.4.** The provisions of this Section 4.13 shall survive the Financial Closing of a Phase and the termination of this Agreement, and shall be incorporated into the Ground Lease for each Phase.

**4.13.5. Covenant Regarding Prohibited Substances.** No Party shall bring onto or maintain on the Property, or permit its agents, contractors or employees to bring onto or maintain on the Redevelopment site, any Prohibited Substances. The Developer shall be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Prohibited Substances brought onto the site resulting from the Developer's violation of this Section 4.13.5. The Developer further covenants and agrees to indemnify, defend and hold OHA and the City free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses, including reasonable attorneys' fees which may at any time be imposed upon, reasonably incurred by or asserted or awarded against OHA or the City in connection with or arising from a violation by the Developer of this Section 4.13.5. OHA shall be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Prohibited Substances brought onto the site resulting from OHA's violation of this Section 4.13.5. OHA further covenants and agrees to indemnify, defend and hold the Developer and the City free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses, including reasonable attorneys' fees which may at any time be imposed upon, reasonably incurred by or asserted or awarded against the Developer in connection with or arising from a violation by OHA of this Section 4.13.5. The Parties acknowledge that OHA's liability is restricted to non-federally restricted assets in accordance with HUD requirements. The City shall be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Prohibited Substances brought onto the site resulting from the City's violation of this Section 4.13.5. The City further covenants and agrees to indemnify, defend and hold the Developer and OHA free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses, including reasonable attorneys' fees which may at any time be imposed upon, reasonably incurred by or asserted or awarded against the Developer and OHA in connection with or arising from a violation by the City of this Section 4.13.5. The provisions of this Section 4.13.5 shall survive the Financial Closing of a Phase and the termination of this Agreement with respect only to any claims that arise from an event that occurs prior to the Financial Closing regardless of when the claim is presented.

**4.13.6. Protection of Residents and the Neighboring Community.** The Parties understand and acknowledge that the Redevelopment is occurring on multiple sites in residential neighborhoods. Some sites chosen for redevelopment may have existing occupants. Notwithstanding anything to the contrary in this Agreement, the Parties agree to design and plan the development and construction activities hereunder with the highest degree of care so as to (a) communicate and consult with the neighborhood associations on plans and zoning changes, (b) ensure the safety of persons and property thereon and adjacent thereto, and (c) OHA agrees to provide notifications and relocations for existing non-public housing tenants of such sites in compliance with the Uniform Relocation Act (the "URA") and to provide the Developer copies of such notifications. The Parties shall take all measures necessary to ensure that the improvements adjacent to the sites shall not be damaged or disturbed. The Parties will use reasonable efforts to

avoid any disruption to any utility services to the existing residents or neighbors of the Sites, as applicable, from the performance of its activities hereunder.

#### **4.13.7. Post Closing Responsibilities.**

4.13.7.1. After the Financial Closing for a given Phase, no Party shall be liable for any environmental conditions on the site of such Phase unless such Party or its agents, contractors or employees caused such environmental conditions after the Financial Closing or either Party had actual knowledge of such environmental conditions and failed to disclose the same to the other Party in writing before the Financial Closing or such Prohibited Substances are brought onto the Property by a Party or any of its agents, contractors or employees after the Financial Closing.

4.13.7.2. After the Financial Closing for a given Phase, the Parties will work in good faith to identify third-party funding sources to pay for any unforeseen remediation costs (without limiting the responsibilities of OHA, the City, the Developer or the Owner Entity under otherwise applicable provisions of this Section 4.13).

**4.13.8. Owner Entity Responsibilities After Closings.** At the Financial Closing for a given Phase, each Owner Entity will covenant and agree to indemnify, defend and hold the Parties free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses, including reasonable attorneys' fees which may at any time be imposed upon, reasonably incurred by or asserted or awarded against either Party (excluding those matters for which a Party is responsible in accordance with the applicable provisions of this Agreement) in connection with or arising from the existence of any Prohibited Substance first placed on, in, or under all or any portion of the site of such Phase on or after the Financial Closing.

#### **4.14. Management.**

**4.14.1.** The Parties shall jointly select a Third Party Contractor to manage each Phase. The Parties shall seek to satisfy the management requirements of the equity Investor and lenders for each Phase, and the LIHTC compliance requirements of NIFA in hiring property management firms. The Parties hereby approve Seldin Company as the initial property management agent for Phase 1. Seldin may be engaged as the property management agent for other Phases of the Project, subject to OHA's prior written approval. Each property management agent shall be engaged pursuant to a management agreement approved by the Parties and executed by property management agent and the Owner Entity (each a "**Management Agreement**"). Each Management Agreement shall contain terms and conditions and provide for a management fee acceptable to HUD, NIFA, each Phase's lenders and Investor, and any other applicable agencies.

**4.14.2.** Developer shall provide OHA staff members with asset management training on an as requested basis at no cost to OHA.

**4.14.3.** While Seldin is the management agent of each Phase, OHA shall have the opportunity, subject to the approval of each Phase's Investor, lender, and regulators, and subject to reasonable terms and conditions approved by Developer and Seldin, to be subcontracted by Seldin to perform certain management responsibilities for that Phase, such as maintenance or

janitorial work. The Management Agreement of each Phase shall not include provisions prohibiting OHA's ability to be subcontracted.

**4.14.4.** Following the termination of the Section 42 Credit Period for each Phase (or earlier if agreed to by the Developer, OHA, funders and Seldin), OHA shall have the right to replace Seldin as the management agent, subject to any required approvals by that Phase's Investor, lenders, and regulators and subject to the reasonable consent of Developer. The Operating Agreement for each Phase shall not include provisions prohibiting OHA's option pursuant to the terms of this Section.

#### **4.15. Indemnifications.**

**4.15.1.** The Developer shall indemnify and hold harmless OHA, the City, and their respective officers, employees, agents, contractors, and directors from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by any willful act or omission of the Developer, its agents, contractors, servants, employees, or invitees which constitutes a breach of the Developer's obligations under this Agreement. If any party performing work for the Developer on the Redevelopment shall assert any claim against OHA or the City on account of any damage alleged to have been caused by reason of the grossly negligent acts or intentional misconduct of the Developer, its agents, servants, employees or contractors (including, without limitation, its construction contractor), the Developer shall defend at its own expense any suit based upon such claim; and if any judgment or claim against OHA or the City shall be allowed, the Developer shall pay or satisfy such judgment or claim and pay all reasonable costs and expenses in connection therewith. The obligations, indemnities, and liabilities of the Developer under this Section 4.15.1 shall not extend to any liability caused by the negligence or intentional misconduct of HUD, OHA, the City, or their employees, contractors or agents, or any actions taken without Developer's consent if such consent is required. OHA agrees to first seek recovery under any applicable insurance policy prior to pursuing the indemnification provided in this Section 4.15.1. The Developer understands the City is self-insured, does not have an applicable insurance policy from which to seek reimbursement, and has no requirement to seek reimbursement prior to pursuing indemnification. The Developer's obligations under this section shall expire as to claims relating to any Phase upon the Financial Closing therefore, except as to any claim that arises from an event that occurs prior to the Financial Closing regardless of when the claim is presented.

**4.15.2.** To the maximum extent permitted by applicable law, including, without limitation, all restrictions on utilizing federal funds for the foregoing purposes, OHA shall indemnify and hold harmless the Developer the City, and their respective officers, employees, agents, contractors, and directors from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by any willful act or omission of OHA, its agents, contractors, servants, employees, or invitees which constitutes a breach of OHA's obligations under this Agreement. If any party performing work for OHA on the Redevelopment shall assert any claim against the Developer or the City on account of any damage alleged to have been caused by reason of the grossly negligent acts or intentional misconduct of OHA, its agents, servants, employees or contractors (including, without limitation, its construction contractor), OHA shall defend at its own expense any suit based upon such claim; and if any judgment or claim against the Developer shall be allowed, OHA shall pay or satisfy such judgment

or claim and pay all reasonable costs and expenses in connection therewith. The obligations, indemnities, and liabilities of OHA under this Section 4.15.2 shall not extend to any liability caused by the negligence or intentional misconduct of the Developer or its employees, contractors or agents or any actions taken without OHA's consent if such consent is required. The Developer agrees to first seek recovery under any applicable insurance policy prior to pursuing the indemnification provided in this Section 4.15.2. OHA understands the City is self-insured, does not have an applicable insurance policy from which to seek reimbursement, and has no requirement to seek reimbursement prior to pursuing indemnification. OHA's obligations under this section shall expire as to claims relating to any Phase upon the Financial Closing therefore, except as to any claim that arises from an event that occurs prior to the Financial Closing regardless of when the claim is presented. Further, the Developer acknowledges that OHA's liability shall be restricted to non-federally restricted assets in accordance with applicable HUD requirements.

**4.15.3.** To the maximum extent permitted by applicable law, including, without limitation, all restrictions on utilizing federal funds for the foregoing purposes, the City shall indemnify and hold harmless the Developer and OHA, their officers, employees, agents, contractors, and directors from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by any willful act or omission of the City, its agents, contractors, servants, employees, or invitees which constitutes a breach of the City's obligations under this Agreement. If any party performing work for the City on the Redevelopment shall assert any claim against the Developer or OHA on account of any damage alleged to have been caused by reason of the grossly negligent acts or intentional misconduct of the City, its agents, servants, employees or contractors (including, without limitation, its construction contractor), the City shall defend at its own expense any suit based upon such claim; and if any judgment or claim against the Developer or OHA shall be allowed, the City shall pay or satisfy such judgment or claim and pay all reasonable costs and expenses in connection therewith. The obligations, indemnities, and liabilities of the City under this Section 4.15.3 shall not extend to any liability caused by the negligence of the Developer or OHA or their employees, contractors or agents. The Developer and OHA agree to first seek recovery under any applicable insurance policy prior to pursuing the indemnification provided in this Section 4.15.2. The City's obligations under this section shall expire as to claims relating to any Phase upon the Financial Closing therefore, except as to any claim that arises from an event that occurs prior to the Financial Closing regardless of when the claim is presented.

**4.16. Additional Services.** The Developer, or one of its affiliates, may also provide Additional Services directly to OHA or the City to the extent such services are requested by OHA or the City and the Developer agrees to provide the same. To the extent that such services are requested and the Developer agrees to provide them (and Developer provides a proposal acceptable to OHA and the City, as applicable, in its sole discretion), the scope of such services and the agreement of the Parties regarding compensation for such services shall be set forth in written task orders executed on behalf of both OHA, the City and the Developer or the Developer's affiliate. Notwithstanding anything in this Agreement to the contrary, all of such additional services shall be bid out by the Developer in accordance with procedures approved by OHA or the City, as applicable, and compensation for such services shall be subject to a reasonableness test and shall not exceed HUD Safe Harbor Provisions.

## ARTICLE 5. RENTAL PROJECT FINANCING DOCUMENTS

If applicable to a particular Phase of the Redevelopment, the Developer will cause each Owner Entity to enter into certain agreements with OHA or the City, as applicable, which are described in this Article 5 in form and substance mutually acceptable to the Developer and OHA or the City, as applicable, and which are hereinafter individually referred to as a “**Project Financing Document**” and collectively as “**Project Financing Documents.**” The Project Financing Documents listed and described herein constitute the major documents required by the CNI Evidentiary Milestone, and each is subject to HUD approval prior to execution.

### 5.1. Entity Formation.

The Parties contemplate that the rental units and the site improvements for each Phase will be owned by one or more special purpose entities (“**Owner Entity**” or “**Owner Entities**”) with the managing member of the Owner Entity jointly owned by Developer and OHA, such that Developer or its affiliate shall serve as the 60% managing member of the managing member of the Owner Entities, and OHA or its affiliate shall serve as the 40% non-managing member of the managing member of the Owner Entities. The limited partners or investor members, as applicable, of the Owner Entities will be the tax credit investor(s). The Developer will form the Owner Entities, and the Developer, or one of its affiliates, as the direct or indirect managing member of the Owner Entities, will have control over the development process, budget process, work plans, construction management, and/or general contracting of the particular Phase, and shall present all budgets, plans, and change orders over \$50,000 to OHA or its affiliate, as applicable, for approval.

**5.1.1.** The Parties may agree by mutual written consent to engage another non-profit partner as a co-developer for any of the Phases, provided that such third-party’s share of the Development Fee and ownership of the Managing Member shall be equally split from OHA’s and the Developer’s share of same. By way of example, if the third-party co-developer’s share of the Managing Member and the Development Fee is ten percent (10%), the Developer’s and OHA’s ownership interest in the Managing Member and Development Fee shall be reduced by five percent (5%) each. The Parties hereby approve Canopy (as defined herein) as a co-developer for the Redevelopment. Furthermore, the percentages listed above may vary depending upon requirements of the funders involved in each Phase and LIHTC considerations, such as disaffiliation of related party debt and 168(h) and 8832 elections by the affiliate of OHA. The ownership structure will be further outlined in the operating agreement of each Owner Entity (each an “**Operating Agreement**”) and other organizational documents, all of which shall be subject to OHA and Developer approval.

**5.1.2. Canopy South Involvement.** In accordance with Section 5.1.1 hereof, the Parties have as of the date hereof selected Southside Redevelopment Corporation, a Nebraska nonprofit corporation, d/b/a Canopy South (“**Canopy**”), to serve as a co-owner and co-developer in each Phase. Notwithstanding anything contained herein to the contrary, for each Phase in which the project site is leased or otherwise conveyed by OHA (each being an “**OHA Site Phase**”), the economics (including but not limited to ownership, cash flow and development fee) and the liabilities (including but not limited to predevelopment costs and indemnification obligations) shall be allocated among the parties as follows: 55% to Developer; 35% to OHA and 10% to Canopy. For each Phase in which OHA is not contributing, leasing or otherwise conveying the project site

for such Phase (each being a “**Non-OHA Site Phase**”), the economics (including but not limited to ownership, cash flow and development fee) and liabilities (including but not limited to predevelopment costs and indemnification obligations) shall be allocated as follows: 55% to Developer; 10% to OHA and 35% to Canopy.

**5.1.3. Ground Leases for Phases.** OHA may, in its discretion (but only to the extent such Phase contains land owned by OHA), enter into a long-term ground lease (“**Ground Lease**”) with each Owner Entity designated to have a leasehold interest in the corresponding Phase of the Redevelopment, pursuant to which the Owner Entity will construct the improvements and have the right to occupy and operate that Phase of the Redevelopment site for a term of at least seventy-five (75) years (or such longer period as may be reasonably required by the investor for such Phase), subject to a Declaration of Restrictive Covenants in favor of HUD with respect to Phases financed by CNI financing or a RAD Use Agreement for Phases with RAD units. OHA shall be compensated for the ground lease for each Phase in an amount equal to the fair market value of the leasehold interest in the property based on its restricted value. Such fair market value shall, to the extent supported by the development budget, be paid to OHA through a ground lease payment at a Financial Closing, or through a seller note at the long-term applicable federal rate, with such deferred payment paid from cash flow or as a balloon payment.

**5.2. Intentionally Omitted.**

**5.3. City/OHA Loan Documents.** OHA shall provide construction/permanent loans to each Owner Entity funded with proceeds from the CNI Grant (each a “**CNI Loan**”) in accordance with each approved development budget. The CNI Loans shall represent OHA’s full debt contribution to the Project and OHA shall not be required to make any further loans to each Phase or the Project. The CNI Loans shall be non-recourse, will have commercially reasonable terms and limitations, will be repaid on terms acceptable to the parties and the Phase lenders and Investor, will be subordinate to loans from third party lenders, will bear interest at a zero percent interest rate, and be repaid from available cash flow or structured as a balloon payment due at maturity, as agreed upon by the Parties.

**5.4. Other Loan Documents.** To secure additional financing, the Owner Entities for the Redevelopment, or Phases thereof, may enter into other loans, including but not limited to affordable housing funds, private bank financing, City, County and State HOME funds, and funds from the Federal Home Loan Bank, subject to the approval of the Developer, OHA and HUD, which may be secured by mortgages and other security interests (collectively, the “**Other Loan Documents**”).

**5.5. Ownership Documents.** The Owner Entities for the Phases shall be organized in accordance with those criteria described in Section 5.1 herein. All documents evidencing the formation of the Owner Entities (the “**Owner Entity Documents**”) shall be subject to the approval of OHA and the Developer prior to submission to HUD, as applicable.

**5.6. HUD Restrictive Covenants.** The Developer and OHA shall cause each Owner Entity of a Phase to record a declaration of restrictive covenants or use agreement as required by HUD and cause such Phase to be operated and maintained in accordance with such use restriction and the applicable laws and requirements contained therein. All loans, security interests, and the

Ground Lease (if applicable) entered into shall be subject to such use restriction in accordance with applicable HUD requirements.

### **5.7. Management Documents.**

Developer shall prepare or cause the Management Agent to prepare initial drafts of all management documents for the Redevelopment needed for each Financial Closing including a management agreement, management plan, tenant selection policy, grievance procedures, and lease forms. Such documents shall comply with all applicable HUD laws and regulations and must be reviewed and approved by OHA (and HUD, to the extent required) prior to implementation. The Management Documents shall provide that OHA can require the Owner Entity to terminate the management agreement for failure to comply with applicable requirements.

**5.8. Closing.** The Owner Entity, the Developer, OHA and the City, as applicable, will participate in a closing (or closings) (the “**Financial Closing**”) for each Phase. All of the Project Financing Documents described in this Article 5, and such other documents as may be reasonably required by the Developer, OHA, the City, HUD or other lenders and Investor for the construction and eventual occupancy of a Phase (other than tenant leases) for a Phase, will be executed at the Financial Closing for that Phase.

### **5.9. OHA Purchase Option and Right of First Refusal**

#### **5.9.1. OHA Option to Acquire Developer’s Interest.**

5.9.1.1. Following the end of the Tax Credit Period of a given Phase (or earlier if agreed to by the lenders and Investors), OHA may elect to cause the Developer to transfer all its direct and indirect equity interests in the applicable Owner Entities (each a “**Brinshore Transfer**”) provided that (i) the parties have obtained tax credit Investor approval and lender approval of the Brinshore Transfer and (ii) any and all guaranty obligations and guaranty liabilities and indemnity obligations and liabilities of Developer and its affiliates for that Phase have either been released, terminated or assumed by OHA (or its affiliate), and (iii) OHA indemnifies Developer and its affiliates against future claims related to that Phase provided that Developer shall remain liable for any claims or liabilities occurring prior to the transfer arising from any willful misconduct or gross negligence by the Developer or its agents or affiliates.

5.9.1.2. The price OHA shall pay for a Brinshore Transfer shall be equal to the sum of (i) actual third-party transfer costs, including reasonable legal fees, incurred by Developer in an amount not to exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500.00); (ii) any outstanding deferred development fee or other fee then outstanding to Developer; (iii) the fair market value of Developer’s interest in the Managing Member, (iv) any advances or loans made by Developer or its affiliate to an Owner Entity with respect to development deficits or operating deficits, and (v) and transfer and exit taxes due related to the sale of such interest, if any. The Parties will work together and use their best efforts to obtain the requisite approvals in the owner entity documents and other loan documents. Subject to Investor consent, the operating agreement for each managing member and Owner Entity shall include OHA’s option to acquire Developer’s interest pursuant to the terms of this Section. Following the Brinshore Transfer to

OHA (or its affiliate), OHA (or its affiliate) shall obtain all of the rights to any cash flow payable to Developer from such Phase.

**5.9.2. OHA Purchase Option and Right of First Refusal of Phases and Investor's Interest.**

5.9.2.1. Following the end of the Section 42 Compliance Period of a given Phase, OHA, or its qualified designee, shall have a purchase option and right of first refusal to purchase each Phase or, at OHA's election, the Investor's interest in each Owner Entity at the right of first refusal offer price accepted by Project Owner, and at a price agreed to by the Investor and OHA (an "OHA PO/ROFR"), which for avoidance of doubt may exceed the minimum allowed by Section 42(i)(7)(B) of the Internal Revenue Service Code.

5.9.2.2. OHA additionally shall pay actual transfer taxes associated with the acquisition, and transaction costs, including reasonable legal fees, actually incurred by Developer in an amount not to exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) (provided that Developer shall only be entitled to a total reimbursement of \$22,500 (and not \$45,000) if OHA simultaneously pursues a Brinshore Transfer and OHA PO/ROFR). The terms of the OHA PO/ROFR shall be included in a purchase option and right of first refusal agreement, which shall, subject to Investor approval, be recorded as a separate encumbrance on the property for each Phase. Provisions for an OHA PO/ROFR in accordance with the requirements of this Section, including the desire for such right of first refusal and option to be recorded as a separate encumbrance, shall be included in the equity solicitations for each Phase.

**5.10.** In the event OHA acquires Developer's interest in an Owner Entity pursuant to this Article 5, OHA or its affiliate will assume any guarantees and indemnities being provided by Developer or its affiliate. Developer agrees to work in good faith with OHA to obtain any necessary approvals from the lenders, Investors and regulators for such Phase, and Developer agrees to include OHA's option to acquire Developer's interest in the solicitations for the tax credit Investor of each Phase. Upon OHA acquiring Developer's interest in an Owner Entity pursuant to this Article 5, Developer (or its affiliate) shall remain liable for any liability, cost, judgment or loss arising out of any willful misconduct or gross negligence by the Developer or its agents or affiliates occurring prior to OHA's acquisition of the Developer's interest.

**ARTICLE 6. DEVELOPER MILESTONES AND REDEVELOPMENT MILESTONE DEADLINE.**

The Parties recognize that the Developer Milestones described in Exhibit F may have different deadlines for the different Phases and that such different deadlines are indicated in the Redevelopment Schedule as amended from time to time. Subject to the conditions and limitations contained in this Agreement, the Developer covenants to use Best Efforts to achieve each of the Developer Milestones and meet each targeted Milestone Deadline in accordance with its terms as described in Exhibit F, as the same shall be updated, modified or amended as contemplated in this Agreement.

## **ARTICLE 7. DUTIES/RESPONSIBILITIES OF THE CITY AND OHA.**

**7.1. In General.** OHA and the City shall promptly review any matter submitted to it and advise the Developer of approval or why approval is being withheld. Neither OHA nor the City's approval of any matter required under this Agreement shall be unreasonably withheld, conditioned or delayed.

**7.2. OHA Milestones.** OHA shall use Best Efforts to achieve all OHA Milestones and meet all OHA Deadlines described in Exhibit G as the same shall be updated, modified, extended or amended as contemplated by this Agreement. Notwithstanding anything in this Agreement, OHA's failure to timely complete the OHA Milestones shall not be considered a default by OHA under this Agreement, but the Parties acknowledge that OHA's failure to achieve OHA Milestones may impede the ability of the Developer to proceed with the Redevelopment in accordance with the Redevelopment Schedule and agree that any Developer Milestone so affected by the inability to achieve an OHA Milestone shall automatically be extended and the Developer shall accordingly not be in default due to the failure to meet any such Developer Milestone.

**7.3. Submission of RAD, PBV and CNI Documents for the Development.** Upon the Developer's completion of the RAD Financing Plan, PBV application, or CNI Development Proposal (as defined herein) for each Phase, each to the extent applicable, OHA or Developer shall submit the required CNI, RAD, or PBV approval documents to HUD. The Developer shall not submit any CNI development proposal, RAD Financing Plan, or PBV application to HUD without OHA's prior review and approval. OHA shall work cooperatively with the Developer in reviewing drafts of the submittals and in making such modifications to such documents as may reasonably be required for any Phase by other funders or by HUD.

**7.4. Loan Funds to the Development.** Subject to total development cost limits imposed by HUD, and further refinement of the Redevelopment Schedule, the Redevelopment Budget, the City/OHA Loan Documents, HUD approval of the Project Financing Documents, and other provisions of this Agreement, the City and OHA shall provide the Owner Entities the funding described in Section 2.2 and listed at Exhibit D.

**7.5. Execution of Documents.** OHA shall maintain sole authority for the execution of documents required of OHA as the recipient of funds from HUD or as required by applicable law or regulation. Whenever statute or regulation or the successful implementation of the Agreement requires OHA to take actions or execute documents to accomplish the Redevelopment, OHA will do so promptly, so as not to impede the orderly progress of the work. The City shall maintain sole authority for the execution of documents required of the City as the recipient of funds from HUD or as required by applicable law or regulation. Whenever statute or regulation or the successful implementation of the Agreement requires the City to take actions or execute documents to accomplish the Redevelopment, the City will do so promptly, so as not to impede the orderly progress of the work.

**7.6. Wage Rates.** The City shall furnish, or cause to be furnished, to the Developer a schedule of Davis-Bacon wage rates approved by the U.S. Secretary of Labor for inclusion in solicitations for bids and proposals for the Redevelopment and will, upon request from the Developer, promptly provide any updates or amendments to the Developer.

**7.7. Redevelopment Support.** OHA and the City shall provide assistance with the Redevelopment in regards to local agencies, HUD, NIFA, lenders, equity investors, and other applicable parties and will agree to reasonable requirements imposed on the Redevelopment by local authorities, NIFA, any lenders and/or equity investors investing in the Redevelopment. OHA and the City shall provide, to the extent appropriate, assistance requested by Developer in obtaining licenses, approvals, clearances, or other cooperation from local, state, and federal agencies, NIFA, the mayor's office, the city council, and other local governing bodies and shall execute applications and site control letters if required by such agencies or entities.

**7.8. Provide Operating Subsidy to Eligible Units.** To the extent included in the development or operating budget approved by OHA for each Phase, OHA will pay rental subsidies to the Redevelopment pursuant to a RAD or non-RAD PBV HAP contract.

**7.9. Provide Information.** OHA and the City shall provide all available information relating to the Redevelopment, as expeditiously as necessary, for the orderly progress of the Redevelopment. In addition, OHA shall take the lead in all communications with HUD and local governmental officials, except as mutually agreed to by the Parties, and coordinate closely with Developer regarding all communications with HUD, forward to the Developer all relevant correspondence, directives, and other written materials either to or from HUD with respect to this Agreement. OHA and the City will respond as promptly as possible, within its management structure, to questions that may arise during Redevelopment administration.

**7.10. Relocation.** OHA will be responsible for the relocation of any existing Southside Terrace Garden Apartments residents with such relocation expenses, including OHA overhead and expenses with respect to such relocation, to be borne as a CNI Grant expense in accordance with a budget approved by the Parties. OHA shall oversee all relocation services to which Southside Terrace Garden Apartments residents may be entitled in accordance with HUD criteria. OHA will be responsible for any Southside Terrace Garden Apartments demolition and/or disposition applications that must be filed with HUD, with such costs a CNI Grant expense. Both Parties will work to preserve and promote the reputations of OHA and the Developer and to assure substantial “public benefit” (as such term is defined by HUD) is derived from the Redevelopment. If any off-site development requires any relocations to be undertaken pursuant to the URA, the Developer shall be responsible for all relocation activities for existing non-public housing tenants of a Phase to be borne as a project expense and included in the Redevelopment Budget.

## **ARTICLE 8. FEE AND PAYMENT ARRANGEMENTS**

**8.1. Development Fee.** Subject to applicable caps imposed by NIFA, HUD, or other state or federal agencies or investors, the Developer and OHA shall receive development fees (“**Development Fees**”) for the Phases pursuant to the calculations and procedures provided in the business term sheet at Exhibit H. The Development Fees for each Phase shall initially be established based on the budget submitted to and approved by OHA for submission to HUD with the initial CNI development proposal (each a “**CNI Development Proposal**”) or Financing Plan or PBV application, as applicable, as appropriate for each Phase of the Redevelopment. Further, such Development Fees shall include payment for all Overhead Costs of Developer. Such Development Fees, however, shall not preclude payment to Developer affiliates for additional services provided and approved by OHA. Any such fees shall be approved by OHA in writing

and shall not exceed HUD Safe Harbor Provisions unless approved by HUD as part of the Mixed Finance proposal.

**8.2. Predevelopment Costs.** For each OHA Site Phase that receives CNI funding, prior to the spread of CNI Grant funds into the Line of Credit Control System (LOCCS) for predevelopment costs by HUD (“**Predevelopment CNI Spread**”), the Developer shall pay fifty-five percent (55%) and OHA shall pay thirty-five percent (35%) and Canopy will pay ten percent (10%) of all predevelopment costs. For each Non-OHA Site Phase, prior to the Predevelopment CNI Spread, the Developer shall pay fifty-five percent (55%) and Canopy shall pay thirty-five percent (35%) and OHA will pay ten percent (10%) of all predevelopment costs. Predevelopment costs shall be consistent with HUD Safe Harbor Provisions and based on a mutually agreed upon pre-development budget (“**PDB**”).

Predevelopment costs shall be approved by OHA and also meet the criteria of being approvable as project costs by NIFA and the site investors and lenders to the extent required. A PDB will be established by the Developer and presented to OHA for review within thirty (30) days of approval of each site and concept plan as a Phase of the Development. OHA will review the PDB for Safe Harbor and grant funding compliance prior to submission to HUD for approval. OHA will submit the PDB to HUD for approval with a request for HUD to loan LOCCS with the CNI grant funding necessary to support seventy-five percent (75%) of predevelopment costs. Upon approval by HUD and provision of CNI funding in LOCCS, the PDB will be approved by OHA. All predevelopment costs scheduled to be paid for in LOCCS will be included in BLI 1430 of the HUD-approved CNI Grant Budget and made available in LOCCS and will be reimbursed or paid through a predevelopment draw on the CNI Grant funds.

Subsequent to the occurrence of the Predevelopment CNI Spread, the CNI Grant funds shall be used to pay or reimburse up to seventy-five percent (75%) of the Parties’ predevelopment costs that are incurred prior to the initial closing of the applicable Phase. The remaining twenty-five percent (25%) of predevelopment costs after the Predevelopment CNI Spread shall be advanced by the Developer and, at the initial closing of the applicable Phase, the Developer shall be reimbursed for such remaining twenty-five percent (25%) of predevelopment costs, subject to HUD, investor and lender approval. Approved predevelopment costs will only include third party and site acquisition costs and will not include the Developer Fees or Developer overhead or OHA overhead except for OHA overhead noted on the “administration” line item of the CNI Grant budget.

The Parties shall each pay its share of predevelopment costs as such costs are incurred (subject to requisite HUD approvals with respect to OHA’s funds), recognizing that the Developer and OHA have both incurred predevelopment costs. All predevelopment costs will require the approval of OHA and the Developer and all costs will be consistent with the PDB for each site to be submitted to OHA by the Developer within thirty (30) days of approval of each site and concept plan as a Phase of the Redevelopment. The PDB may be updated by the Developer but such modifications shall not be effective until approved by OHA. It is anticipated that all allowable predevelopment costs will become allowable project costs and will be reimbursed to the Developer and OHA and Canopy on a pro rata, pari-passu basis as site finances allow. Notwithstanding the foregoing, either OHA or the Developer may elect (each in its sole discretion) to invest its share of advanced predevelopment costs in any specific development as a project source in the form of

soft financing to fill project financing gaps. Any predevelopment costs advanced by OHA, Canopy, or Developer with non-CNI Grant funds (i.e. prior to the Predevelopment CNI Spread) shall be reimbursed to OHA, Canopy, or Developer at the Closing for the applicable Phase, and shall accrue interest at a rate agreed upon by OHA, Canopy and Developer.

**8.3. Cost Savings.** Any cost savings shall be divided as provided in the business term sheet attached as Exhibit H hereto.

**8.4. No Other Fees.** The Developer hereby certifies to OHA that neither it nor any Owner Entity will receive additional fees for their Redevelopment work within the scope of this Agreement other than the fees set forth in Exhibit H without receiving OHA's approval of such additional fees, and HUD's approval, if required.

## **ARTICLE 9. TERMINATION AND DEFAULT**

**9.1. Events of Default by Developer.** Upon written notice from OHA or the City, and the expiration of all cure rights set forth in this Agreement (including, without limitation, in Section 10.2 below), any of the following shall constitute an "**Event of Default**" by the Developer under this Agreement (subject to, in any event, (1) a Force Majeure Event (as defined below) or (2) the determination that performance is impossible due to the occurrence of events contemplated in Section 9.3):

**9.1.1.** The Developer materially breaches any obligation herein (including, but not limited to, the failure to make "Best Efforts" where required in this Agreement); or

**9.1.2.** The Developer becomes insolvent, is adjudged as bankrupt, makes a general assignment for the benefit of creditors, or becomes a subject of any proceeding commenced under any statute or law for the relief of debtors; provided that the Developer shall have 90 days to effect the dismissal of any such involuntary proceeding; or

**9.1.3.** A receiver, trustee or liquidator of any of the property or income of the Developer shall be appointed; or

**9.1.4.** The Developer unilaterally withdraws from the Redevelopment project except as expressly allowed by the terms of the Agreement; or

**9.1.5.** The Developer fails (or fails to cause the applicable Owner Entity) to enforce any material terms, provisions, conditions, covenants or agreements in the Construction Documents or the Project Financing Documents to be observed and/or performed on the part of the General Contractor or other contractors, if such failure materially and adversely affects OHA's and the City's interests hereunder; or

**9.1.6.** The Developer fails to make payment to a Third Party Contractor when due and funds for such payment have been received from OHA or the City (to the extent the Third Party Contractor is to be paid by funds provided to Developer by OHA or the City); or

**9.1.7.** The Developer fails to obtain and maintain the insurance coverage required herein; or

**9.1.8.** The Developer fails to enforce the insurance obligations described hereunder on Third Party Contractors; or

**9.1.9.** The Developer fails to take appropriate efforts or use due diligence to ensure that Third Party Contractors possess the requisite licenses and qualifications necessary for work contracted to them, and to ensure that the Third Party Contractors comply with the HUD Section 3 Goals; or

**9.1.10.** The Developer (or the applicable Owner Entity) materially breaches any representation, warranties, covenants, or certifications made in this Agreement; or

**9.1.11.** The Developer materially defaults on any of the Project Financing Documents, and such default is not cured within applicable time periods; or

**9.1.12.** There is a change in the control in the ownership of the Developer not permitted by the terms of the Project Financing Documents.

Any default within the Owner Entity's control caused by the Developer or the Owner Entity (excluding those caused by OHA or the City) in the closing documents will also be a default in this Section 9.1 for Phases that have not closed.

**9.2. Force Majeure.** If the Developer is delayed in achieving the Developer Milestones due to unforeseeable causes beyond the reasonable control or without fault or negligence of the Developer (collectively referred to as a "**Force Majeure Event**"), then the Developer's time for performance under this Agreement shall be extended for a period of time corresponding to the period by which the Developer's performance is delayed due to such Force Majeure Event. Examples of such causes include (a) acts of God or public enemy, (b) war, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, and (g) freight embargoes.

### **9.3. Change in Circumstances Not Due to Default of Developer.**

**9.3.1. Development Contingencies.** OHA and the City acknowledge that the Developer's ability to perform some responsibilities under this Agreement is substantially contingent upon actions by third parties over which the Developer has limited control, or factual circumstances which could not reasonably have been determined as of the date of this Agreement ("**Development Contingencies**"). Such Development Contingencies include, but may not be limited to the following items as to which the Transformation Plan and the Redevelopment Plan reflects certain expectations of the Parties.

9.3.1.1. The successful elimination of adverse environmental conditions pursuant to the terms and conditions of Section 4.13 of this Agreement;

9.3.1.2. The timely fee title conveyance or ground lease of the Redevelopment sites free and clear of any title defect that interferes with the Redevelopment or its financing (the "**OHA Conveyance**");

9.3.1.3. The provision of all projected assistance from OHA and the City, including grants, PBV assistance, the City/OHA Loans, and fee and/or leasehold transfers all as applicable to a particular Phase;

9.3.1.4. The award of tax credits or tax-exempt bond financing allocations in substantially the amount projected in the approved Redevelopment Plan and Redevelopment Budget;

9.3.1.5. The availability of construction and permanent financing and other grants and loans required by any Phase of the Redevelopment;

9.3.1.6. The absence of litigation related to the Redevelopment other than between OHA and Developer or the City and Developer (including suits filed by third parties concerning or arising from the Agreement); and

9.3.1.7. The receipt of all required approvals by local authorities in accordance with the Redevelopment Schedule, including, without limitation, zoning and subdivision approval and issuance of building permits by the City and other required permits.

**9.3.2. Changes in Circumstances.** If a Development Contingency necessary for completion of the Redevelopment fails to occur after Best Efforts by the Developer to cause it to occur in a matter generally consistent with this Agreement, the Parties shall jointly revise the Redevelopment Plan, the Redevelopment Budget, and the Redevelopment Schedule by extending deadlines, revising goals or Phases, or as otherwise agreed.

**9.3.3. Withdrawal Rights of All Parties.** If a Development Contingency necessary for the completion of the Redevelopment fails to occur due to causes beyond the reasonable control of the Developer (and the Developer is not otherwise subject to an Event of Default after consideration of applicable cure periods) and the Parties cannot within ninety (90) days agree to amend the Redevelopment Plan, the Redevelopment Budget, and the Redevelopment Schedule despite good faith efforts to do so, or cannot secure HUD approval of said amendments within 60 days of its submission to HUD (to the extent HUD approval is required), then the Developer, the City and/or OHA may opt to withdraw from this Agreement with respect to the affected Phase, except that such withdrawal rights shall not extend to those Phases that have achieved Financial Closing. If the Developer, the City, or OHA withdraws pursuant to this Section, the Parties shall have no further obligations to each other under this Agreement with respect to the affected Phase, except that Developer shall assign and deliver to OHA or the City any third-party work product requested by OHA or the City, provided that OHA or the City reimburses Developer for the actual costs of all such third-party work product requested.

**9.3.4. Effect of Withdrawal on Predevelopment Costs and Related Matters.**

**9.3.4.1. OHA Reimbursement for 100% Predevelopment Costs.** If there is a failure to correct or eliminate environmental conditions on land previously owned by OHA, a failure of OHA to complete the OHA Conveyance, or a failure of the City or OHA, as applicable, to make the City/OHA Loans or other financial assistance contemplated by this Agreement and the Developer or OHA withdraws pursuant to this Section 9.3, OHA and the City shall reimburse the Developer for one hundred percent (100%) of the third party predevelopment costs incurred

pursuant to this Agreement in connection with the Redevelopment (provided that the costs are in accordance with the approved Redevelopment Budget and work products is delivered consistent with the costs incurred) provided that the Developer is not in material breach of this Agreement after the expiration of all notice and cure provisions. In the event of withdrawal pursuant to this Section 9.3, the Developer shall assign and deliver to OHA or the City all third-party work products provided OHA or the City reimburses the Developer for the costs incurred to obtain such work products.

**9.4. Events of Default by the City or OHA.** Upon written notice from the Developer, and the expiration of all cure rights set forth in this Agreement (including, without limitation, in Section 10.3 below), any of the following shall constitute a “**City/OHA Event of Default**” by OHA or the City, as applicable, under this Agreement (subject to, in any event, (1) a Force Majeure Event (as defined below) or (2) the determination that performance is impossible due to the occurrence of events contemplated in Section 9.3) (for the avoidance of doubt, OHA and the City are each separately and individually responsible for performing each of their obligations under this Agreement and a default by the City or OHA, as applicable, shall not constitute a default by the other):

**9.4.1.** OHA or the City materially breaches any obligation herein (including, but not limited to, the failure to make “Best Efforts” where required in this Agreement); or

**9.4.2.** OHA or the City becomes insolvent, is adjudged as bankrupt, makes a general assignment for the benefit of creditors, or becomes a subject of any proceeding commenced under any statute or law for the relief of debtors; provided that OHA or the City shall have 90 days to effect the dismissal of any such involuntary proceeding; or

**9.4.3.** A receiver, trustee or liquidator of any of the property or income of OHA or the City shall be appointed; or

**9.4.4.** OHA or the City unilaterally withdraws from the Redevelopment project except as expressly allowed by the terms of the Agreement; or

**9.4.5.** OHA or the City materially breaches any representation, warranties, covenants, or certifications made in this Agreement.

**9.5. Termination for Convenience.**

**9.5.1.** OHA may terminate this Agreement in whole, or from time to time in part, for the convenience of OHA whenever OHA determines in good faith that it is infeasible or contrary to its interests and the interests of OHA to proceed with the Redevelopment. Any such termination shall be affected by delivery to Developer of a written notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the date upon which such termination becomes effective, which shall not be less than twenty (20) days following delivery of all such notices. No termination of this Agreement shall affect any Phase for which a Financial Closing has occurred.

**9.5.2.** In the event of a termination for convenience under this Article (other than those events contemplated by Section 9.1 hereof), OHA shall be liable to the Developer for

reasonable and proper costs resulting from such termination which costs shall be paid to the Developer within thirty (30) days of receipt by OHA of a properly presented claim setting out in detail: (i) the total cost of all approved third-party costs incurred to date of termination; (ii) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, or for settling other liabilities of Developer incurred in performance of its obligations hereunder; (iii) the cost of preserving and protecting the work already performed until OHA or its assignee takes possession thereof or assumes responsibility therefor; (iv) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to OHA; and (v) fair compensation to the Developer for all tasks performed up to the date of termination. Unless otherwise agreed by the Parties, “fair compensation” as such term is used in the preceding subsection 9.5.2(v) shall be an amount equal to a reasonable compensation and profit for work performed on elements or Phases of the Redevelopment that have not had a Financial Closing, taking into consideration the projected amount of the Development Fee, the accomplishment of specific milestones (including, without limitation, submitting applications for tax credits, tax-exempt bond authority or other assistance, obtain award(s) or commitment(s) for such assistance, selecting a tax credit investor, preparing plans, submitting plans for construction bids, selecting contractors, securing zoning relief, preparing and submitting a CNI Development Proposal or evidentiary documents to HUD).

## **ARTICLE 10. REMEDIES**

**10.1. Assignment of Work Product Following Termination for Default or Convenience of OHA.** Upon termination of this Agreement, due to an Event of Default, Development Contingencies described in Section 9.3, or convenience of OHA as described in Section 9.4, all plans, studies, reports, drawings, permits, approvals (including the award of tax credits to the extent assignable), and other work product produced or obtained by Developer in connection with the Redevelopment and all of the Developer’s interests in agreements relating to such work product shall be properly assigned to OHA or the City to the extent not previously assigned provided OHA or the City reimburses the Developer for the costs incurred related to such materials and services.

**10.2. Developer Default; Notice and Cure; Remedies.** In the event of any Event of Default, OHA or the City, as applicable, shall provide written notice to the Developer (“**Notice of Default**”). No remedies shall be enforced against the Developer unless the Developer fails to cure such default within thirty (30) days after receiving the Notice of Default and if the Event of Default cannot be cured within thirty (30) days, the Developer shall have such additional time as is reasonably necessary to cure such default so long as the Developer has diligently commenced curing such default within such thirty (30) day period and diligently and continuously pursued such cure, provided that the Event of Default is capable of being cured in a timeframe that will not materially adversely impact OHA or the City. Upon the occurrence of an Event of Default and expiration of all applicable cure periods, OHA or the City may terminate this Agreement and seek to recover any direct damages (but not consequential or speculative damages) incurred by OHA or the City due to such Event of Default. No Event of Default shall affect those Phases for which a Financial Closing has occurred. OHA and the City’s exercising of its right to enforce other remedies contained in this Agreement shall not constitute a waiver of its rights to enforce other remedies available to it. In addition to the other remedies herein provided, OHA or the City may

restrain (after applicable notice and grace period) by injunction the violation or threatened violation of the Developer's obligations under this Agreement and may obtain specific performance by the Developer of its obligations under this Agreement.

**10.3. OHA Default; Notice and Cure; Remedies.** In the event of any OHA Event of Default, the Developer or City, as applicable, shall provide written notice to OHA (“**OHA Notice of Default**”). No remedies shall be enforced against OHA or the unless OHA fail to cure such default within thirty (30) days after receiving the OHA Notice of Default and if the OHA Event of Default cannot be cured within thirty (30) days, OHA or the City shall have such additional time as is reasonably necessary to cure such default so long as OHA has diligently commenced curing such default within such thirty (30) day period and diligently and continuously pursued such cure, provided that the OHA Event of Default is capable of being cured in a timeframe that will not materially adversely impact the Developer or the City. Upon the occurrence of a OHA Event of Default and expiration of all applicable cure periods, the Developer or City, as applicable, may terminate this Agreement and seek to recover any direct damages (but not consequential or speculative damages ) incurred by the Developer or City, as applicable, due to such OHA Event of Default against OHA. No OHA Event of Default shall affect those Phases for which a Financial Closing has occurred. The Developer's or City's exercising of its right to enforce other remedies contained in this Agreement shall not constitute a waiver of its rights to enforce other remedies available to it. In addition to the other remedies herein provided, the Developer or City, as applicable, may restrain (after applicable notice and grace period) by injunction the violation or threatened violation of OHA's obligations under this Agreement.

**10.4. City Default; Notice and Cure; Remedies.** In the event of any City Event of Default, the Developer or OHA, as applicable, shall provide written notice to the City (“City Notice of Default”). No remedies shall be enforced against the City unless the City fails to cure such default within thirty (30) days after receiving the City Notice of Default and if the City Event of Default cannot be cured within thirty (30) days, the City shall have such additional time as is reasonably necessary to cure such default so long as the City has diligently commenced curing such default within such thirty (30) day period and diligently and continuously pursued such cure, provided that the City Event of Default is capable of being cured in a timeframe that will not materially adversely impact the Developer or OHA. Upon the occurrence of a City Event of Default and expiration of all applicable cure periods, the Developer or OHA may terminate this Agreement and seek to recover any direct damages (but not consequential or speculative damages ) incurred by the Developer or OHA, as applicable, due to such the City Event of Default against the City. No City Event of Default shall affect those Phases for which a Financial Closing has occurred. The Developer's or OHA's exercising of its right to enforce other remedies contained in this Agreement shall not constitute a waiver of its rights to enforce other remedies available to it. In addition to the other remedies herein provided, the Developer or OHA may restrain (after applicable notice and grace period) by injunction the violation or threatened violation of the City's obligations under this Agreement.

## **ARTICLE 11. DEVELOPER REPRESENTATIONS AND WARRANTIES.**

**11.1. Organization and Powers.** The Developer is a limited liability company organized, validly existing, and in good standing under the laws of the State of Illinois, and qualified to do business in the State of Nebraska. The Developer has the power and authority to own its assets

and properties, to carry on its activities as now conducted by it, and to execute, deliver and perform this Agreement.

**11.2. Authorization, Binding Agreement.** The execution, delivery and performance by the Developer of this Agreement have been duly authorized by all requisite action of the Developer.

**11.3. Litigation, Limited Denial of Participation, or Debarment.** There is no action, suit or proceeding pending or threatened before any court or government or administrative body or agency which may reasonably be expected to (i) result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of Developer or (ii) impair the ability of the Developer to perform its obligations under this Agreement. The Developer is not in material default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or any governmental or administrative body or agency. Neither Developer, nor its members or affiliates, are the subject of a limited denial of participation or debarment by HUD or any similar prohibition on conducting business with public agencies in the State of Nebraska or other jurisdictions.

**11.4. Non-Discrimination.** The Developer shall comply fully with all federal, state and local non-discrimination laws, regulations and rules in regard to the employment of persons. Without limiting the generality of the foregoing, the Developer agrees that, in connection with the performance of work under this Agreement, it will not discriminate against applicants with respect to the following activities: (i) employment, promotion, demotion, transfer, recruitment, or recruitment advertising; (ii) lay-off or termination; (iii) rates of pay or other forms of compensation; and (iv) selection for training, including apprenticeship.

## **ARTICLE 12. OHA AND THE CITY REPRESENTATIONS AND WARRANTIES.**

**12.1. Organization and Powers of OHA and the City.** OHA and the City are each a Nebraska public body politic and corporate, duly organized and existing under the Nebraska General Statutes.

**12.2. Authorization, Binding Agreement of OHA and the City.** The execution, delivery and performance by OHA and the City of this Agreement have been duly authorized by all requisite action.

**12.3. Litigation, Limited Denial of Participation, or Debarment.** There is no action, suit or proceeding pending or threatened before any court or government or administrative body or agency that may reasonably be expected to (i) result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of OHA or the City, or (ii) impair the ability of OHA or the City to perform their respective obligations under this Agreement. Neither OHA nor the City is in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or any governmental or administrative body or agency, which would impair its ability to perform its obligations under this Agreement.



the right to approve the selection and to request comparable cost, qualification, and service information. OHA anticipates the use of one or more of its own affiliates as part of the Owner Entities. The Parties will make all reasonable efforts to ensure that nothing in the limited partnership agreement or operating agreement, as applicable, regarding OHA's control or decision making as a partner or member in an Owner Entity results in the applicability of 2 C.F.R § 200 with respect to procurement of contractors or vendors for the Owner Entity (to the extent applicable).

**13.5. Disclaimer of Third Party Beneficiaries.** The Developer hereby acknowledges that any loan or transfer of CNI Grant funds by OHA or the City to the Developer shall not be or be deemed to be an assignment of such funds, and the Developer shall not succeed to any rights or benefits of OHA or the City under the Grant Agreement, or attain any privileges, authorities, interests, or rights in or under the Grant Agreement. Nothing contained in this Agreement, nor any act of HUD, OHA, or the City shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD, except between HUD, the City and OHA as provided by the terms of the Grant Agreement. In addition, except with respect to the OHA and the City's enumerated rights set forth herein, there are otherwise no third party beneficiaries of this Agreement and no third party shall have any rights under this Agreement.

**13.6. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.

**13.7. Interpretation and Governing Law.** This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by all Parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Nebraska.

**13.8. Severability.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

**13.9. Parties Bound.** No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of any party hereto shall be personally liable for any obligation, express or implied, hereunder.

**13.10. Final Agreement.** Unless otherwise provided herein, this Agreement constitutes the final understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the Parties, and except for those agreements contemplated herein. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the Party to be bound thereby.

**13.11. Modification of Agreement.** This Agreement may not be altered, modified, rescinded, or extended orally.

**13.12. Conflict of Interest.** The Developer covenants that neither it nor any of its directors, officers, partners or employees has any interest, nor shall acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services

hereunder, including the causing OHA or the City to suffer a conflict of interest prohibited by all applicable laws, regulations, OHA or City ethics provisions, or contracts with a funding entity. The Developer further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or shall subcontract with it to perform duties under this Agreement.

**13.13. Waivers.** The failure of any party to insist in any one or more cases upon the strict performance of any of the obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by any party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the party to be charged.

**13.14. Successors.** The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and assigns.

**13.15. Certain Approvals; Reasonableness Standard; Deemed Approval.** Unless otherwise stated, all required approvals or consents required under this Agreement shall not be unreasonably withheld, conditioned or delayed, and the Parties shall each endeavor to act reasonably with respect to their rights and responsibilities under this Agreement. In the event a Party does not respond to a request for approval or consent within the time period specified in this Agreement then such Party shall be deemed to have approved the matter as presented to such Party, unless the item is one which requires the approval of the Omaha City Council. If no time period is specified in this Agreement for a request for approval or consent then ten (10) business days shall be the time period to respond, unless the item is one which requires the approval of the Omaha City Council.

**13.16. References to this Agreement.** All references to this Agreement shall include all documents and exhibits incorporated by reference.

**13.17. Headings.** The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

**13.18. Construction.** Whenever in this Agreement a pronoun is used, it shall be construed to represent either the singular or the plural, either the masculine or the feminine, as the case shall demand.

**13.19. Authority to Execute.** The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

**13.20. Standards - "Best Efforts" and "Commercially Reasonable".** The Parties acknowledge their obligation to act reasonably and in good faith with respect to their respective rights and obligations as set forth in this Agreement. The fact that in some places in this Agreement the words "best efforts" or "commercially reasonable" are used but not in other places shall not be deemed to alter the principle stated in the preceding sentence. Both Parties acknowledge that "best efforts" shall mean with respect to a given goal, all efforts, consistent with the best practices in the housing development industry, that a reasonable person in the position of

the promisor would use so as to achieve that goal as expeditiously as possible. Both Parties acknowledge that “commercially reasonable” shall mean with respect to a given goal, the efforts, consistent with the practice of comparable developers, that a reasonable person in the position of the promisor would use so as to achieve that goal as expeditiously as possible.

**13.21. HUD Approval of Amendments.** This Agreement is subject to HUD approval, where applicable, and the Parties acknowledge that they may have to modify this Agreement based on HUD’s review. The Parties will work in good faith to reach agreement on such modifications. This Agreement shall not be amended in any material respect, after approval and acceptance by HUD, without the prior written approval of HUD.

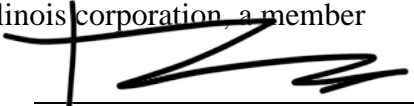
**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized signatories on or as of the date first written herein.

**THE DEVELOPER:**

**BRINSHORE DEVELOPMENT, L.L.C.,**  
an Illinois limited liability company

By: RJS Real Estate Services, Inc.,  
an Illinois corporation, a member

By:   
Richard J. Sciortino  
President

**OHA:**

**HOUSING AUTHORITY OF THE CITY OF OMAHA,**  
a Nebraska a public body politic and corporate

By: \_\_\_\_\_  
Name: Joanie Poore  
Title: Chief Executive Officer

**CITY:**

**CITY OF OMAHA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **DEFINITIONS**

As used in this Agreement, following terms, when capitalized shall have the meaning indicated.

**Construction Budget:** The budget or budgets for the construction of the Redevelopment or broken out by Phases.

**Construction Documents:** Includes, or incorporates as they come into existence, (a) the construction contracts between the Owner Entity and the General Contractor or; (b) the general, special, and supplemental conditions to such contracts; (c) drawings and specifications to be prepared or approved by the Architect for each Phase, and (d) all written or graphic interpretations, clarifications, amendments, and changes of any of the foregoing.

**Development Cost:** For purposes of the Developer Fee, shall include costs in the budget for an applicable Phase, as approved by OHA, the City, and HUD, but shall exclude funds reserved for OHA administrative expenses and all Developer Fees, community and supportive services, operating reserves, reserves for exit fees, annual taxes and annual costs for equity partners, and such other cash reserves and contingencies normally associated with operation of a development after completion of construction.

**Financial Closing:** As set forth in Section 5.9 herein.

**HUD Safe Harbor Provisions:** Means HUD's Cost Control and Safe Harbor Standards for Mixed Finance Rental Development.

**Overhead Costs:** Includes all direct costs of the Developer or its members incurred in carrying out the Developer's obligations pursuant to this Agreement, including the payroll, fringe benefit, travel and entertainment costs of the employees of the Developer and its members, office and equipment costs, postage, copying, overnight courier service, and local and long distance telephone service, plus all legal costs incurred by the Developer related to the establishment or maintenance of Developer as a limited liability company or to the negotiation and preparation of this Agreement. Except as specified herein, no Third Party Contractor or subcontractor costs shall be included in Overhead Costs. The cost of on-site offices (including trailers) and on-site personnel exclusively dedicated to the Redevelopment are not overhead, provided, however, that prior to a Financial Closing on a particular Phase, the Developer shall carry the cost of on-site offices or on-site personnel, if any, and shall not use predevelopment loan funds from OHA or the City for such costs.

**Subcontractors or  
Consultants:**

Architects, professionals, contractors, construction managers, general contractors, management agents, and other vendors and service providers obtained by the Developer for implementing the Redevelopment.

**Third Party Contractor:**

Any third party that is performing services in connection with the Redevelopment (provided that the Developer has entered into the contract or assumed an Existing Contract) and that is not controlled or owned more than fifty percent (50%) by the Developer.

## EXHIBIT B

### CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS AND ASSURANCES

The following certifications must be made by every contractor and subcontractor of the Developer (referred to as “**Subcontractors**” or “**Subcontractor**” as the context requires):

The Subcontractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time:

1. The Fair Housing Act (42 U.S.C. §§ 3601-19) and regulations pursuant thereto (24 C.F.R. part 100); Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 C.F.R. part 107); and the fair housing poster regulations (24 C.F.R. part 110);

2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and regulations pursuant thereto (24 C.F.R. part 1) relating to non-discrimination in housing;

3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. part 146);

4. The prohibitions against discrimination on the basis of disability (including requirements that the Grantee make reasonable modifications and accommodations and make units accessible) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 C.F.R. part 8); the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.* and its implementing regulation at 28 C.F.R. part 36; and the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 C.F.R. part 40);

5. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects) and its implementing regulation at 24 C.F.R. part 75;

6. Executive Orders 11246, 11625, 12432, and 12138. Consistent with HUD’s responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and women’s business enterprises in connection with funded activities;

7. Subgrantees only must provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and HUD’s implementing regulations at 24 C.F.R. part 24, subpart F. Each subgrantee must complete a Certification for a Drug-Free Workplace (Form HUD-50070) in accordance with 24 C.F.R. § 24.630.

8. The provisions of 24 C.F.R. part 24 which apply to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

9. The following labor standards: Davis-Bacon or HUD-determined wage rates apply to development or operation of revitalized housing to the extent required under Section 12 of the U.S. Housing Act of 1937. In the case of demolition, Davis-Bacon wage rates apply to demolition followed by construction on the site; HUD-determined wage rates apply to demolition followed only by filling in the site and establishing a lawn. Under Section 12, the wage rate requirements do not apply to individuals who: perform services for which they volunteered; do not receive compensation for those services or are paid expenses, reasonable benefits, or a nominal fee for the services; and are not otherwise employed in the work involved (24 C.F.R. part 70). In addition, if other Federal programs are used in connection with public housing capital funds, labor standards requirements apply to the extent required by the other Federal programs, on portions of the project that are not subject to Davis-Bacon rates under the Act.

10. The requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 *et seq.*) and implementing regulations at 24 C.F.R. parts 35 and 965 (subpart H) and section 968.100(k), as amended. Unless otherwise provided, it will be responsible for testing and abatement activities, if applicable.

11.a. Nonprofit subgrantees, contractors, or subcontractors will comply with the requirements, policies and standards of:

- i. 24 C.F.R. part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations);
- ii. A-122 (Cost Principles for Non-Profit Organizations); and
- iii. the audit requirements of 24 C.F.R. § 84.26.

b. For-profit Subcontractors will comply with the requirements, policies and standards of:

- i. 24 C.F.R. part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations); and
- ii. the contract cost principles and procedures set forth in 48 C.F.R. part 31.
- iii. the audit requirements of 24 C.F.R. § 84.26.

c. Subcontractors that are States, local governments, and Federally Recognized Indian Tribal Governments will comply with the requirements, policies, and standards of:

m. 2 C.F.R. part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

- ii. the cost principles of OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and
- iii. the audit requirements of 2 C.F.R. part 200

12. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and government-wide implementing regulations at 49 C.F.R. part 24.

13. Section 319 of Public Law 101-121, which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government, and implemented for HUD at 24 C.F.R. part 87, as the same may be amended from time to time. The contractor/subcontractor will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

14. The following contract provisions must be placed in all contracts of the Grantee pursuant to 2 C.F.R. part 200 (i). Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(b) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

I Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their contractors)

(d) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3). (All contracts for construction or repair)

(e) Compliance with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5). (Construction contracts in excess of \$2000 awarded- by Grantees when required by -Federal grant program legislation)

(f) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5). (Construction contracts awarded by Grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(g) Notice of awarding agency requirements and regulations pertaining to reporting.

(h) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(i) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(j) Access by the Grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(k) Retention of all required records for three years after Grantees make final payments and all other pending matters are closed.

(l) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15). (Contracts and subcontracts of amounts in excess of \$100,000).

(m) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The information contained in this certification is true and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C**

REDEVELOPMENT PLAN

Southside Terrace Housing Plan

(see attached)

**EXHIBIT C**  
**REDEVELOPMENT PLAN**  
 (At CNI Application, subject to revision)

Phase	Groundbreaking	Completion	Common Name	Execution Type	Total Units Replaced	Total Bedrooms Replaced
<i>SOUTHSIDE TERRACE (SUBJECT PUBLIC HOUSING SITE)</i>					358	998
Phase 1	Q2 2024	Q1 2026	SST Phase 1 (On-site, South)	4% / TE Bonds	48	213
Phase 2	Q1 2027	Q3 2028	SST Phase 2 (On-Site North)	4% / TE Bonds	52	156
Phase 3	Q1 2025	Q3 2026	SST Phase 3, (On-site, Center)	4% / TE Bonds	63	167
Phase 4	Q1 2026	Q3 2027	SST Phase 4, (On-site, Center)	4% / TE Bonds	50	149
Phase 5	Q2 2025	Q3 2026	St. Anthony's & Y Street	9% LIHTC CRANE	28	66
Phase 6	Q2 2026	Q3 2027	3030 Upland Parkway (Off-site)	4% / TE Bonds	83	166
Phase 7	Q4 2024	Q1 2026	Arbor Flats (Off-site)	9% LIHTC CRANE	34	81
				<b>TOTAL</b>	<b>358</b>	<b>998</b>

**EXHIBIT D**  
**REDEVELOPMENT BUDGET**

See Attached

**EXHIBIT D**

**REDEVELOPMENT BUDGET**

(At CNI Application, subject to revision)

	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	TOTAL
<b>Source of Funds</b>								
Low Income Housing Tax Credit Equity (Fed)	\$12,609,814	\$12,574,085	\$16,833,054	\$12,215,773	\$8,999,100	\$20,083,262	\$8,999,100	\$92,314,188
Low Income Housing Tax Credit Equity (State)	\$5,716,449	\$5,700,252	\$7,630,984	\$5,537,817	\$4,079,592		\$4,079,592	\$32,744,686
Permanent Loan	\$11,980,000	\$10,920,000	\$11,790,000	\$10,110,000	\$6,850,000	\$13,310,000	\$5,690,000	\$70,650,000
Choice Neighborhoods	\$4,000,000	\$3,100,000	\$8,000,000	\$3,000,000		\$10,892,000		\$28,992,000
CCI								
Philanthropy	\$3,000,000	\$3,000,000	\$4,500,000	\$3,000,000	\$8,000,000	\$12,750,000	\$6,000,000	\$40,250,000
AHP	\$0	\$700,000		\$700,000		\$700,000		\$2,100,000
HOME/NHTF	\$1,000,000	\$1,500,000	\$1,500,000	\$1,500,000		\$500,000	\$1,000,000	\$7,000,000
Deferred Fee	\$207,494	\$312,554	\$322,756	\$337,746	\$154,794	\$251,935	\$218,899	\$1,806,178
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$38,513,757</b>	<b>\$37,806,891</b>	<b>\$50,576,794</b>	<b>\$36,401,336</b>	<b>\$28,083,486</b>	<b>\$58,487,197</b>	<b>\$25,987,591</b>	<b>\$275,857,052</b>

	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	TOTAL
<b>Use of Funds</b>								
Sitework	\$833,000	\$909,500	\$1,096,500	\$867,000	\$595,000	\$1,100,000	\$595,000	\$5,996,000
Construction	\$28,625,000	\$27,925,000	\$38,050,000	\$26,850,000	\$21,075,000	\$45,000,000	\$19,250,000	\$206,775,000
Soft Costs/Fees	\$8,344,236	\$8,282,629	\$10,663,093	\$8,033,566	\$5,992,437	\$11,551,214	\$5,693,775	\$58,560,950
Interim Costs	\$80,000	\$80,000	\$80,000	\$80,000	\$30,000	\$30,000	\$80,000	\$460,000
Reserves/Escrow	\$631,521	\$609,762	\$687,201	\$570,770	\$391,049	\$805,983	\$368,816	\$4,065,102
<b>TOTAL USES OF FUNDS</b>	<b>\$38,513,757</b>	<b>\$37,806,891</b>	<b>\$50,576,794</b>	<b>\$36,401,336</b>	<b>\$28,083,486</b>	<b>\$58,487,197</b>	<b>\$25,987,591</b>	<b>\$275,857,052</b>

**EXHIBIT E**  
**REDEVELOPMENT SCHEDULE**

See Attached

**EXHIBIT E****REDEVELOPMENT SCHEDULE**

(At CNI Application, subject to revision)

<b>Phase</b>	<b>Groundbreaking</b>	<b>Completion</b>	<b>Common Name</b>
<b>SOUTHSIDE TERRACE (SUBJECT PUBLIC HOUSING SITE)</b>			
<b>Phase 1</b>	<b>Q2 2024</b>	<b>Q1 2026</b>	SST Phase 1 (On-site, South)
<b>Phase 2</b>	<b>Q1 2027</b>	<b>Q3 2028</b>	SST Phase 2 (On-Site North)
<b>Phase 3</b>	<b>Q1 2025</b>	<b>Q3 2026</b>	SST Phase 3, (On-site, Center)
<b>Phase 4</b>	<b>Q1 2026</b>	<b>Q3 2027</b>	SST Phase 4, (On-site, Center)
<b>Phase 5</b>	<b>Q2 2025</b>	<b>Q3 2026</b>	St. Anthony's & Y Street
<b>Phase 6</b>	<b>Q2 2026</b>	<b>Q3 2027</b>	3030 Upland Parkway (Off-site)
<b>Phase 7</b>	<b>Q4 2024</b>	<b>Q1 2026</b>	Arbor Flats (Off-site)

## EXHIBIT F

### DEVELOPER MILESTONES

1. **Tax-Credit Application Milestone.** Developer will apply on behalf of the applicable Owner Entity to NIFA for the allocation of low-income housing tax credits by the deadlines set by NIFA. OHA will assist the Developer in compiling the materials and forms necessary to make such applications.
2. **Schematic Design Estimate Milestone.** The Developer and OHA will collaborate to agree upon the schematic design for each Phase. The Developer will take the lead to have initial schematic plans and specifications for all buildings to be constructed as part of that Phase prepared, which will specify the number and size of all dwelling units, all non-residential facilities, if any, and outline specifications for all construction and drawings of all elevations (the “**Schematic Design Milestone**”). The final schematic plans and specifications will be submitted to OHA not later than 10 business days prior to the NIFA low-income housing tax credit or tax-exempt bond application deadline for that Phase (the “**Schematic Design Deadline**”). Such documents will be submitted to OHA along with cost estimates for each item in the Phased Budget.
3. **CNI Development Proposal Milestone.** No later than 15 days following the evidence of a LIHTC commitment from NIFA, the Developer and OHA shall meet to discuss the scope of a CNI Development Proposal or RAD Financing Plan and agree upon the time frame by which the Developer will prepare a draft CNI Development Proposal or RAD Financing Plan (the “**CNI Development Proposal Milestone**”). The Developer will make revisions to the draft Development Proposal or RAD Financing Plan to reflect reasonable changes requested by OHA promptly to enable OHA to submit the Development Proposal or RAD Financing Plan to HUD. The Developer shall not submit the CNI Development Proposal to HUD without OHA’s prior approval. Following the receipt of comments from HUD on the Development Proposal or RAD Financing Plan, the Developer shall provide such additional information requested by OHA for approval and forwarding to HUD. The Development Proposal approved by HUD shall be deemed automatically incorporated in this Agreement by reference.
4. **Development Final Construction Documents Milestone.** Following HUD approval of the CNI Development Proposal or RAD Financing Plan for a particular Phase of the Redevelopment, the Developer shall submit to OHA completed construction plans and specifications and contract documents for that Phase by the date that is necessary to achieve the overall Redevelopment Schedule for such Phase. Such documentation shall be submitted to OHA along with cost estimates for each item in that Phase’s budget.
5. **CNI Evidentiary Milestone.** The Parties recognize that to meet the Financial Closing Milestone of a particular Phase as described below, a complete package of final evidentiary documents (as defined by and required by the CNI program), must be submitted to HUD no later than 60 days prior to the Financial Closing. Therefore, the Developer and OHA shall work with all public and private lenders (as applicable), as well as with the equity investor, to have fully negotiated documents for a given Phase ready for submission to HUD 60 days prior to the Financial Closing for HUD’s initial review. OHA shall similarly work to prepare the

documents evidencing OHA's financing commitments for the respective Phases, as well as the Ground Lease (if applicable), to be ready for submission to HUD approximately 60 days prior to the Financial Closing. A similar timeline will be required with respect to a RAD submission or PBV submission.

6. **Construction Start Milestone.** For each Phase of the Redevelopment, the Developer shall start construction no later than the date required by the project lenders and equity investor for that particular Phase.
7. **Construction Completion Milestones.** For each Phase of the Redevelopment, the Developer shall complete construction, as evidenced by certificates of occupancy, no later than the date required by the project lenders and equity investor for that particular Phase, unless limited by law, Force Majeure (described herein) or Development Contingencies (described herein).
8. **Lease-up Milestone.** The Developer shall lease up the units in a particular Phase no later than the date required by the equity investor in the partnership or operating agreement of the applicable Owner Entity, subject to market contingencies and Development Contingencies.

## EXHIBIT G

### OHA MILESTONES

The Parties have set forth herein certain key milestones that OHA is to adhere to for the timely completion of the work described in this Agreement.

#### I. Milestones

1. **HUD Demolition/Disposition Application.** OHA shall complete a demolition and/or disposition application for at least that portion of the Southside Terrace Garden Apartment units included in each Phase for submission to HUD no later than the date of submission to HUD of the CNI Development Proposal, RAD Financing Plan, or PBV proposal for each Phase as applicable.
2. **CNI Development Proposal or RAD Financing Plan.** After approving a complete CNI Development Proposal or RAD Financing Plan prepared by the Developer pursuant to this Agreement, OHA will transmit the same to HUD promptly thereafter, or, with OHA's consent, Developer will transmit the same to HUD promptly thereafter.
3. **CNI, PBV, and RAD Submission Documents.** OHA shall work to prepare the documents evidencing OHA's financing commitments for each Phase, including but not limited to fee title conveyances and Ground Leases (if applicable) and other required regulatory documents as applicable, so that Developer can review and comment on them in order to provide for the submission of a complete evidentiary package as required by the CNI, RAD, and PBV programs. Specifically, OHA will provide Developer with drafts of the Ground Lease (if applicable), loan documents, and other required regulatory documents and shall work in good faith to come to a final agreement on such agreements with Developer prior to submitting the same to HUD.

## EXHIBIT H

### BUSINESS TERMS

1. **Project Completion Guarantees and Warranties.** Developer shall be solely responsible for any and all cost overruns, guarantees and indemnities in connection with the Project and each Phase, including but not limited to construction payment and completion guaranties, operating deficit guaranties, LIHTC compliance and recapture guaranties and indemnities, including but not limited to environmental indemnities. Neither OHA (or its affiliate) nor Canopy shall be responsible for any cost overruns, guaranties or indemnities provided, however, OHA's, Canopy's and Developer's pro rata portion of paid Developer Fee shall, through reimbursement or direct payment, first be used to cover any such cost overruns, guarantor and indemnitor obligations prior to Developer making its obligated payments as guarantor or indemnitor, as applicable, provided further that to the extent reasonably required by a funder approved by OHA for a Phase, subject to its reasonable discretion, OHA will review and also execute such guaranties or indemnities to document its limited liability set forth herein. Developer shall additionally have the right to defer the payment of all parties' portion of Development Fee to mitigate such guarantor and indemnitor obligations. Developer may also cover such guarantees by either securing additional sources for financing or by providing loans for a given Phase, which are to be approved in writing by OHA (or its affiliate as applicable), and repaid from such Owner Entity's cash flow in accordance with the terms of the Operating Agreement, provided that the repayment of any such loan by Developer shall be repaid after any payment of deferred Development Fee for such applicable Phase.
2. **OHA's Limited Liability.** Prior to the closing of each Phase, Developer and OHA will review OHA's unrestricted funds and other eligible funds available from other phases of development, projects and sources to pay a portion of such Phase's guaranty and indemnity obligations related to environmental matters, in addition to the use of OHA's paid developer fee for such Phase, and to the extent such additional funds are available, OHA's cap on its limited liability for such environmental obligations will increase to an agreed upon amount in excess of its paid portion developer fee for such Phase.
3. **Development Fees.** The Development Fees shall be calculated on a Phase by Phase basis.
  - a. The Developer shall seek the maximum developer fee approvable within the HUD Cost Control and Safe Harbor Standards and the NIFA QAP guidelines and as such developer fee can be supported by the individual Phase. Such developer fee will be distributed (on a pari-passu basis) as follows:
    - i. For each OHA Site Phase, 55% of Developer Fee be paid to the Developer (or an affiliate thereof) and 35% of the Developer Fee will be paid to OHA, and 10% of the Developer Fee will be paid to Canopy. For each Non-OHA Site Phase, 55% paid to Developer, 10% paid to OHA and 35% paid to Canopy.

- b. For purposes of calculating the Development Fee, Total Development Costs shall include all HUD and NIFA allowable site costs, including dwelling and non-dwelling structures, infrastructure, demolition, and related environmental remediation, and all other costs included in the site budget. OHA will assist in applying for any fee waivers as allowed under the HUD CNI process or the NIFA QAP if justifiable and if the budget allows for it.
  - c. To the extent that any additional non-profit partner(s) or service provider(s) are deemed by both the Developer and OHA as desirable as co-developer(s) or other participating party for any Phase to supplement the OHA role as People Implementation Entity under the CNI Grant, then such additional parties may be added to the project subject to agreement between the Parties on how to compensate such partner or service provider.
4. **Cost Savings.** The Developer and OHA and Canopy shall share in any development cost savings on the Phases in the same percentage allocation as each Party's ownership interest, with a cap of an additional 1% in Developer Fee as set forth in the HUD Cost Control and Safe Harbor Standards. Savings will not be defined as residuals resulting from additional funding sources. Savings will include any operating income derived from non-public housing units for the site during the construction period. Excess savings shall be applied to project reserves or deferred Developer Fees.
5. **Reallocation of Line Items.** OHA will not unreasonably withhold its consent to the Developer's request to (i) reallocate savings in any line item in the Redevelopment Budget to the contingency line item or any other line item and (ii) reallocate amounts in the contingency line item to any other line item.
6. **Cash Flow.** Cash Flow shall be paid, (i) for each OHA Site Phase, 55% to the Developer, 35% to OHA and 10% to Canopy, until such time as the Developer or its affiliate withdraws from the applicable Owner Entity in full conformance the applicable provisions referenced above, and (ii) for each Non-OHA Site Phase, 55% to the Developer, 10% to OHA and 35% to Canopy. The Parties agree that such funds, unless otherwise restricted by the waterfall agreement in the applicable limited partnership agreement or operating agreement, as applicable, shall best be used first to fund all outstanding development expenses of the Parties not previously reimbursed by development proceeds but approved by both Parties, next to pay the Developer Fee, then 55% the Developer, 35% to OHA and 10% to Canopy for each OHA Site Phase, and 55% to Developer, 10% to OHA and 35% to Canopy for each Non-OHA Site Phase. Net cash flow shall be calculated as cash flow after payment of debt service as required by funding sources, deferred developer fees, outstanding operating deficit and other loans and other items as required by the investor and other funders. OHA shall be entitled to all Cash Flow generated for periods after the Developer's withdrawal, subject to the conditions stated in the applicable limited partnership agreement or operating agreement.
7. **Additional Services.** OHA and the Developer may be compensated for additional services related to the site planning, application preparation, and other eligible costs,

subject to agreement by the Parties and the HUD RAD or CNI guidelines and approval. In addition, OHA and the Developer may each select third party professionals, the reasonable costs of which will be budgeted in the applicable pre-development and/or development budgets to be approved by both Parties.

8. **Additional Phases.** The Parties acknowledge and agree that this Agreement sets out the terms only for the first seven (7) Phases of the Redevelopment. If the Parties agree to proceed with additional Phases or developments the terms such additional Phases or developments will be negotiated and agreed upon by the Parties at a later date and memorialized by an Amendment to this Agreement or other written agreement.

**EXHIBIT I**  
**PREDEVELOPMENT BUDGET**

See attached

**EXHIBIT I**  
**PREDEVELOPMENT BUDGET**  
 (At CNI Application, subject to revision)

Phase	Groundbreaking	Completion	Common Name	A&E	Geotech	Environmental	Market Study/ Appraisal	Financing Fees	Legal	Permits/ Municipal Fees	Other	Total
SOUTHSIDE TERRACE (SUBJECT PUBLIC HOUSING SITE)												
Phase 1	Q2 2024	Q1 2026	SST Phase 1 (On-site, South)	\$ 559,538	\$ 18,245	\$ 10,000	\$ 10,200	\$ 69,701	\$ 50,000	\$ 45,540	\$ 27,285	\$ 790,509
Phase 2	Q1 2027	Q3 2028	SST Phase 2 (On-Site North)	\$ 1,000,000	\$ 30,000	\$ 10,000	\$ 10,200	\$ 50,220	\$ 50,000	\$ 50,000	\$ 41,540	\$ 1,241,960
Phase 3	Q1 2025	Q3 2026	SST Phase 3, (On-site, Center)	\$ 875,000	\$ 30,000	\$ 10,000	\$ 10,200	\$ 70,000	\$ 50,000	\$ 50,000	\$ 30,000	\$ 1,125,200
Phase 4	Q1 2026	Q3 2027	SST Phase 4, (On-site, Center)	\$ 800,000	\$ 30,000	\$ 10,000	\$ 10,200	\$ 70,000	\$ 50,000	\$ 50,000	\$ 30,000	\$ 1,050,200
Phase 5	Q2 2025	Q3 2026	St. Anthony's & Y Street	\$ 575,000	\$ 15,000	\$ 10,000	\$ 10,200	\$ 11,000	\$ 15,000	\$ 55,000	\$ 27,000	\$ 718,200
Phase 6	Q2 2026	Q3 2027	3030 Upland Parkway (Off-site)	\$ 625,000	\$ 15,000	\$ 10,000	\$ 10,201	\$ 11,000	\$ 15,000	\$ 55,000	\$ 32,000	\$ 773,201
Phase 7	Q4 2024	Q1 2026	Arbor Flats (Off-site)	\$ 619,311	\$ 30,000	\$ 10,000	\$ 10,200	\$ 11,000	\$ 15,000	\$ 55,000	\$ 26,024	\$ 776,535

## EXHIBIT J

### CNI REGULATORY PROVISIONS

1. Replacement Housing Units for the Redevelopment. The Developer and OHA shall cause the development of approximately 740 units (or such greater number of units required under the Grant Agreement to replace all bedrooms currently at Southside Terrace Gardens Apartments) in the Redevelopment, including approximately 359 units as “Replacement Housing” for units demolished as a part of the Transformation Plan until the earlier of forty (40) years from the date the first unit in the Redevelopment is available for lease or the expiration of term of any Housing Assistance Payment Contract, or renewal of such contract. As used herein, Replacement Housing includes units assisted under sections 8 or 9 of the United States Housing Act of 1937 (the “1937 Act”) (42 U.S.C. § 1437f and 42 U.S.C. § 1437g), section 202 of Housing Act of 1959 (12 U.S.C. § 1701q), and section 811 of the National Affordable Housing Act of 1990 (42 U.S.C. § 8013). With regard to section 8 housing, project-based vouchers (section 8(o)(13) of the US Housing Act of 1937) are included in this definition, but tenant-based vouchers are excluded except as permitted by HUD.
2. Housing Choice Opportunities for Returning Tenants. Before the Developer shall make units available in the Redevelopment to any other eligible household, the Developer shall offer the units first to former tenants of the Southside Terrace Garden Apartments (in occupancy at the time of the CNI application submitted pursuant to the NOFA) who wish to return to housing developed pursuant to the Grant Agreement provided that (a) the tenant was lease-compliant at the time of departure from the housing prior to relocation due to the Transformation Plan as verified by OHA and (b) continued to remain lease-compliant during the relocation period. This right to return applies even if the resident has already received permanent relocation benefits. This preference remains available through the initial lease-up of the Replacement Housing.
3. Nondiscrimination and Equal Opportunity. The Developer shall develop and operate the Redevelopment in conformity with civil rights laws and their implementing regulations, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and applicable site and neighborhood standards such as 24 C.F.R. § 1.4(b)(3) and 24 C.F.R. § 905.606.
4. Affirmatively Furthering Fair Housing. The Developer shall develop, rehabilitate, and operate the Redevelopment in a manner that affirmatively furthers fair housing, as required by section 808(e)(5) of the Fair Housing Act, as amended (42 U.S.C. § 3608(e)(5)). The Developer must adopt affirmative marketing procedures acceptable to OHA and HUD prior to initiating any marketing for the project. The affirmative marketing procedures must include special outreach efforts targeted to those who are least likely to apply for the housing, to ensure that all persons regardless of their race, color, national origin, religion, sex, disability or familial status are aware of the housing opportunities in each Phase of housing developed pursuant to the Transformation Plan.
5. Physical Accessibility Requirements. The Developer must comply with the requirements of Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 24 C.F.R. part 8; the Fair Housing Act and its implementing regulations at 24 C.F.R. part 100; Title II of the

Americans with Disabilities Act and its implementing regulations at 28 CFR part 35 and 26; the Architectural Barriers Act of 1968 and its implementing regulations at 24 CFR part 40 as applicable, and any other requirements as determined by HUD for new construction and any alterations, as applicable. A certain number and/or percentage of units in the Development shall be accessible as required by the CNI Application.

6. Broadband Access. The Developer must develop and operate the Redevelopment such that there is infrastructure that permits unit-based access to broadband Internet connectivity in all replacement units.

7. Energy Efficiency and Green Building Standards. The Developer shall develop, rehabilitate, and operate the project with specific energy-saving actions in furtherance of HUD's Strategic Plan and with the building standards and other requirements stated in the NOFA.

8. Section 3. The Developer must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) (Economic Opportunities for Low- and Very-Low-Income Persons in Connection with Assisted Projects) and the implementing regulations at 24 C.F.R. part 75.

9. Federal Labor Standards. The Developer shall comply with Federal labor standards, which involve the payment of not less than prevailing wage rates, and may include overtime requirements (premium pay for hours worked over 40 in a workweek), and recordkeeping and reporting requirements.

A. Davis-Bacon Wage Requirements Apply to the Redevelopment. The Developer must obtain the appropriate Davis-Bacon wage decision, which sets forth the minimum wage rates that may be paid to construction laborers and mechanics. This wage decision and provisions requiring compliance with federal labor standards must be included in any bid specifications and construction contracts issued by the Developer or its agents.

B. HUD-determined wage rates are applicable to all maintenance laborers and mechanics engaged in the operation of revitalized housing.

C. Exclusions. Under Section 12(b) of the 1937 Act, prevailing wage requirements do not apply to individuals who: (i) perform services for which they volunteered; (ii) do not receive compensation for those services or are paid expenses, reasonable benefits, or a nominal fee for the services; and (iii) are not otherwise employed in the work involved (24 C.F.R. Part 70).

D. If the Developer has obtained other federal programs are used in connection with the development or rehabilitation of the project, federal labor standards requirements apply to the extent required by the other federal programs on portion of the project that are not subject to Section 12 of the 1937 Act.

10. Excellence in Design. OHA and HUD, if required, must approve the design documents for the initial rehabilitation or development of the Redevelopment to ensure compliance with CNI design requirements.

## **EXHIBIT K**

### **SUPPORTIVE SERVICES**

Pursuant to the CNI Grant, the Parties acknowledge that (and they will cooperate with each other to achieve the following obligations):

1. OHA must plan for and provide current public and assisted housing residents, relocated public and assisted housing residents, and returning and new public and assisted housing residents with Supportive Services for the term of the CNI Grant.

2. OHA is responsible for tracking and providing Supportive Services programs and services to baseline and revitalization development residents. Baseline residents are those residents that lived in the targeted redevelopment site at the time of the CNI Application. OHA and HUD will also work together to track the experiences and changing characteristics of revitalization development residents who live at the revitalized site.

3. Supportive Services activities must be well integrated with the physical development process, both in terms of timing and the provision of facilities to house on-site service and educational activities.

4. OHA should provide final outcomes and metrics on Supportive Services as identified in the Transformation Plan. OHA will report quarterly to HUD on those outcomes and measure progress using those metrics consistent with the CNI Grant. HUD will use these reports to determine if OHA has met their Supportive Service requirements as listed in their Transformation Plan and Grant Agreement.

5. To the extent that OHA proposed Supportive Services to the surrounding neighborhood residents as part of the application, public housing and HUD assisted housing resident Supportive Services should be tracked in the same way or as proposed in the application.

## **Exhibit L**

### **Pre-approved Third Party Contractors**

Alley-Poyner Macchietto Architecture

The Architectural Offices

DeOld Andersen Architecture, LLC

Ehrhart Griffin

El Dorado

Hausmann Construction

Holland Basham

Landon Bone Baker Architects

Lueder Construction

Looney Rick Kiss

Project Advocate

Terracon

Thiele

5.2.5. Resolution 2024-42 Construction Access Agreement for YES

**RESOLUTION NO. 2024 – 42**  
**TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

**WHEREAS**, the Omaha Housing Authority sold the former central office building at 540 S. 27<sup>th</sup> Street to Youth Emergency Services’ affiliate corporation in 2023;

**WHEREAS**, Youth Emergency Services intends to cause to be constructed housing and offices at the site and requires that access to the site be made across property owned by OHA;

**WHEREAS**, YES is requesting that OHA grant ingress and egress through and across the access lane on the west side of Jackson Tower as depicted in the attached agreement and attachment through December 2025;

**NOW, THEREFORE, BE IT RESOLVED THAT**, conditioned upon HUD approval if required, the Board of Directors of the Omaha Housing Authority hereby authorizes staff to execute a temporary construction access agreement for Youth Emergency Services across the access lane on the west side of Jackson Tower and expiring on or before December 31, 2025.

\_\_\_\_\_  
David Levy, Chair  
OHA Board of Commissioners

ATTEST

I, Joanie Poore, Secretary of the Omaha Housing Authority, do hereby certify that this resolution was properly adopted at the meeting of the Board of Commissioners of the Omaha Housing Authority held April 4, 2024.

\_\_\_\_\_  
Joanie Poore, Secretary

## TEMPORARY CONSTRUCTION ACCESS AGREEMENT

The Housing Authority of the City of Omaha (OHA), its heirs, successors and assigns, hereinafter referred to as Grantor(s), does hereby grant to Ad Meliora, LLC hereinafter referred to as Grantee, its successors, affiliates (Youth Emergency Services, LLC), its contractors and assigns, a temporary and nonexclusive access over, under, and through the following described real estate, for the sum of One Dollar (\$1.00) and/or other valuable consideration, the receipt of which is hereby acknowledged. The following described real estate hereinafter may be referred to as the "easement" or "access areas."

The access lane for the parking lot located on the west side of Lot 1 of Jackson Tower Replat 2, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and as depicted in Attachment A.

1. This temporary construction access agreement is limited to contractor access, including the related operation of equipment, and the movement of a work force, over, upon and across the described easement, together with the right of ingress and egress. The Grantee is not permitted to perform permanent construction work or store any materials on lands in Lot 1 of Jackson Tower Replat 2 without separate written permission by Grantor. The Grantee will take no actions that may adversely impact that operation of OHA's Jackson Tower public housing development, including impact on the residents and impact on the physical property.
2. The Grantee agrees to surrender possession of the premises upon the expiration of this agreement or any extension thereof, and to leave the premises in substantially the same or better condition than it was on the date this easement was executed. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, or the property of Grantor's tenants, whether it be real or personal property, that is located within the access area or within adjoining areas, Grantee shall be liable for such damage and Grantee shall be obligated to immediately repair the damaged property to its prior condition or otherwise compensate or remedy the damage.
3. All cuttings, equipment, and debris shall be removed at Grantee's expense. Grantor does not permit Grantee to use Grantor's dumpsters or trash removal services. Grantee is required to ensure that it and its contractors and subcontractors do not use Grantor's dumpsters or trash removal services.
4. This Agreement shall commence upon the date it was executed and shall expire December 31, 2025.
5. In connection with its obligations hereunder, Grantee shall comply with all applicable legal requirements, including all federal, state, and local laws (including City ordinances and resolutions, and requirements of other agencies with authority), whether or not said laws are expressly stated herein. Grantee shall, at its sole cost and expense, obtain and maintain all necessary permits and licenses.
6. Liens. Grantee shall pay, when due, all persons furnishing labor or materials connection with any work to be performed by or on behalf of Grantee related to the work and on or about the access areas, and shall keep Grantor's property free and clear of any related

mechanics' liens. If any lien is filed, the Grantee shall cause such lien to be released and removed within ten (10) days after the date of filing, and if Grantee fails to do so, the Grantor may take such action as may be necessary to remove such lien, without the duty to investigate the validity of the lien, and the Grantee shall reimburse Grantor for reasonable actual amounts expended in connection with removing such lien together with interest thereon from the date of expenditure.

7. Indemnification. Grantee shall indemnify, hold harmless, and defend Grantor from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses (including attorney's fees and other defense costs or liabilities) for bodily injury, death or property damage arising out of Grantee's and its contractors' and subcontractors' use of the access areas. Grantor shall not be liable for any damages to Grantee or its contractors and subcontractors, including but not limited to damages arising from any act of any third party.

It is acknowledged and agreed that the Grantor, OHA, has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving the assets of any Public Housing Project (as the term 'Project' is defined in the ACC between OHA and HUD (the "Public Housing Project") or other assets of OHA, including and Housing Choice Voucher (HCV) related assets of the OHA. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against: (1) any Public Housing Project of OHA; (2) any operating receipts (as the term "operating receipts" is defined in ACC), HCV receipts or Capital or Operating Funds of OHA; (3) any public housing operating reserve of OHA reflected in OHA's annual operating budget and required under the ACC, or (4) any other asset of the OHA related to the 1937 Act. Should any assets of the OHA be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, right of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.

8. Insurance. The insurance policies and amounts stated in the Certificate of Insurance provided by Lund-Ross Constructors, Inc. are acceptable to Grantor. Grantee shall require, and use diligent efforts to enforce such requirement, that all contractors and subcontractors performing any portion of the work maintain at least the insurance policies and levels provided in the Lund-Ross Certificate of Insurance, including Workers' Compensation and Employers' Liability, Commercial General Liability, Business Automobile Liability, and Excess or Umbrella Liability insurance policies. All insurance required under this Agreement (except for workers' compensation insurance) shall name Grantor as Additional Insured.
9. Subordination. This agreement is subordinate to the Annual Contributions Contract between OHA and HUD, and the Declarations of Trust recorded on the Jackson Tower property, Lot 1 of Jackson Tower Replat 2.
10. Conflict Clause. To the extent that any of the foregoing is in conflict with the requirements of the United States Housing Act of 1937 (1937 Act), as amended, federal regulations, and the Annual Contributions Contract ("ACC"), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.
11. Termination Clause. If HUD approves the termination of the ACC at the public housing project and/or release of the DOT (e.g., through a disposition under Section 18 of the

1937 Act, the Rental Assistance Demonstration (RAD) program or any other removal action of the SAC), OHA may terminate this agreement. In addition, if HUD determines that the agreement does not comply with federal public housing requirements, OHA may terminate the agreement. In the event that Grantor plans disposition, repositioning, or redevelopment activities on the Jackson Tower property, the Grantor may terminate this agreement by providing 30 days' written notice.

12. HUD is not a Guarantor. HUD is not a Guarantor of OHA and is not liable for the actions of OHA under this agreement.

13. No Assignment Rights or Rights of Mortgage or Security Interests. The agreement does not include any assignment rights or rights of mortgage or security interests unless HUD approval under section 30 of the 1937 Act has been obtained.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of both parties and it is understood that this Agreement cannot be changed or altered in any way except by writing, legally signed by both parties concerned herewith.

TO THESE COVENANTS, the Grantor(s) does hereby consent and agree.

The parties above named have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**GRANTOR**

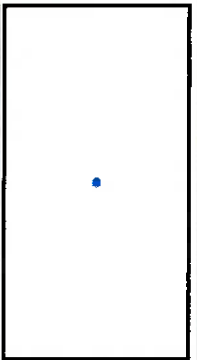
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Brian Hansen, Omaha Housing Authority

**GRANTEE**

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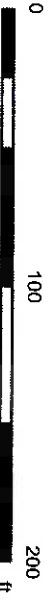
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George Achola, Ad Meliora, LLC



Legend

Parcels

Property Lines (Parcels)



Please contact Douglas County GIS for map questions (gis@douglascounty-ne.gov)

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*This map is a user generated static output from an internet mapping site and is for reference only. Data on this map may or may not be accurate, current, or otherwise reliable. It is for informational purposes only, and may not be suitable for legal, engineering, or surveying purposes. Do NOT use property lines from this website for plan submissions.*



6. DEPARTMENT REPORTS AND DISCUSSION ITEMS

6.1. Housing Choice Voucher Program

6.2. Asset Management (Public Housing)

## OHA Maintenance Report 2/29/2024

Region	Property	PH Units	Physical			Work Orders Completion						MR
			PASS Points (out of 40)	2022 REAC Score	2023 REAC Score	Total Complete	% Complete On-Time	# Open	Prev Mo % Open	% Open / Units	# Open Trend	# Not Ready 60+ Days
North	Evans	110	28.8	72		95	36%	36	4%	33%	↑	3
	Florence	106	33.2	83		225	21%	97	18%	92%	↑	1
	Underwood	104	32.8	82		239	53%	105	21%	101%	↑	0
North Central	Benson	143	34	85		51	125%	12	34%	8%	↓	2
	Crown	149	35.2	88		53	96%	2	7%	1%	↓	11
Central	Jackson	207	23.2	58	Pend	233	99%	12	0%	6%	↑	3
	ParkSouth	221	38	78	95	254	32%	131	100%	59%	↓	13
South	Pine	143	34.4	86		117	30%	70	63%	49%	↓	0
	KayJay	117	28.8	72		89	40%	13	21%	11%	↓	0
	Highland	106	28.8	72		42	98%	25	23%	24%	↑	0
SS	Southside	356	33.6	53	84	252	73%	59	19%	17%	↓	n/a
Single Family	SCNE	225	25.6	64		539	33%	397	219%	176%	↓	9
	SCSE	137	27.2	68		186	32%	142	126%	104%	↓	0
	SCNW	115	28	70		259	25%	199	182%	173%	↓	0
	SCSW	75	17.2	43		28	54%	61	136%	81%	↓	0
Multi Family	Keystone	37	24.8	62		106	18%	64	241%	173%	↓	0
	Chambers	32	37.2	26	93	101	51%	69	178%	216%	↑	5
	Farnam	20	22.4	56	Pend	30	77%	30	50%	150%	↑	1
	ParkVilla	0	NA	NA		20	75%	7	33%	29%	↓	1
	NOAH	24	25.6	64		38	29%	32	158%	133%	↓	0
	Crown1	16	36.8	40	92	13	38%	15	100%	94%	↓	1
	Crown2	12	33.2	63	83	66	6%	13	100%	108%	↑	0
	Bayview	12	36	69	90	28	54%	27	242%	225%	↓	1
	Villas		NA	NA	NA	51	65%	20	103%	63%	↓	6
Trades	Paint		NA	NA	NA	116	67%	102	NA	NA	NA	NA
	PestControl		NA	NA	NA	1353	100%	0	NA	NA	NA	NA
<b>OHA PASS Score</b>		<b>2467</b>	<b>30.2</b>	<b>TOTAL / AVE</b>			<b>55%</b>	<b>1740</b>	<b>22</b>	<b>68%</b>	<b>↓</b>	<b>57</b>

# OHA Board Report Summary

## Asset Management – March 2024 Board Meeting

### PHAS

OHA's MASS (Management Assessment Subsystem) score **decreased** from 15.9 in January to 15.2 in February, which is considered standard performance. OHA's goal is to achieve at least 15 points overall and 22 points in as many properties as possible (of 25 possible points).

### Occupancy

The overall occupancy rate for public housing **decreased** from 96.5% in January to 96.3% in February. OHA's goal is to be at 96% occupancy and strive toward 98% in as many properties as possible. 10 of 23 properties achieved occupancy rates of 98% or higher. OHA is requesting occupancy exemptions for units that are off-line due to the pending insurance claim at Crown Tower (described below). If approved, this will positively impact occupancy for that location.

Occupancy rates for affordable housing decreased from 83.8% to 81.3%. Market-rate housing occupancy remained the same at 75%. Arbor Villa is no longer leasing due to CNI South redevelopment efforts, which is impacting overall occupancy at the Villas.

### Tenant Accounts Receivable

OHA's TAR ratio (past due rent/ total rent due) for public housing **decreased** from 0.83 to 0.79. Past due rent in public housing decreased by \$18k. Tenant revenue decreased by \$2k.

### Asset Management

Public housing properties have a YTD budget variance of -\$127k. All public housing properties received no revenue from transfers to operating funds from the 2024 capital funds grant as it will not be received until 2<sup>nd</sup> quarter. Utility expenses were higher than budgeted as was property insurance. Lower than budgeted operating subsidy and high bad debt write-offs impacted some properties.

## **Maintenance**

Southside completed a REAC inspection in February and received a score of 84/100, raising OHA's overall PASS score to 30/40 (75%). Jackson and Farnam both completed REAC inspections, but scores are still pending. On-time completion rates for work orders decreased from 58% to 55%. The total number of outstanding work orders has decreased from 1,863 to 1,740.

Several properties experienced damage from extreme cold temperatures in January and two insurance claims were filed due to significant damages. Jackson tower experienced frozen pipes, causing heat loss, damage to the air handler and water damage throughout the building which is still impacting heat/air operations in common areas. Crown tower also experienced frozen pipes causing heat loss, damage to the air handler and damage to heaters in 13 units. Parts were taken from vacant units to fix systems in occupied units and minimize tenant relocation, but 13 units remain offline while new units are on order.

## **Capital Improvements**

The obligation date for the 2022 grant is 5/11/24 and it is on track to be met with projects that are currently in the procurement phase and will go to the board for approval over the next few months.

### **Completed Projects**

- Mold Remediation at Crown Tower (Phase 1)
- Southside roof/gutter repairs

### **Procurement Completed – Work in Progress**

#### **Towers**

- Security Fencing at Park South – anticipated completion in 3/2024
- A&E Design for Plumbing Stacks at Towers & Farnam – anticipated completion in 3/2024
- Elevator Cell Dialer - Anticipated completion 3/2024
- Underwood Office Flooring Replacement – 4/2024
- Park South Jackson & Underwood Boiler Replacement – anticipated completion in 6/2024
- HVAC Replacements at Crown – anticipated completion in 6/2024
- Air Handler/Water Damage Repairs at Jackson
- Security Enhancements (Access Control/Cameras) – pending change orders
- Carpet Removal at Crown and Evans – anticipated completion in 2024

#### **Multi-Family/ Mixed Finance**

- Southside concrete repairs – anticipated completion 3/24
- Window Replacement at Spencer 57 Replacements – anticipated completion 4/2024

- Capital Needs Assessments (multiple sites) - in progress
- A&E for Exterior Waterproofing/Repairs at Alamo, Bayview & Farnam – in progress
- Lead Risk Assessments – developing a schedule
- Radon Testing - developing schedule

### **Single Family**

- Scattered Site Southeast Hail Damage Repairs – 1 house left
- Lead Based Paint Remediation at Scattered Sites – anticipated completion in 03/2024
- Electrical Panel Replacements – anticipated completion in 05/2024
- Lead Based Paint Bath Remodels at Scattered Sites – anticipated completion 07/2024
- Lead Risk Assessments – in progress

### **Planning Phase**

- Roofing/Siding at Single Family Homes – pending board approval
- HVAC Replacement at Single Family Homes – pending board approval
- Water Heater Replacement at Single Family Homes – soliciting bids (May board)
- Decks at Single Family Homes – soliciting bids (May board)
- Windows at Single Family Homes – soliciting bids (May board)
- Kay Jay Exterior Painting – re-developing scope
- NSPIRE Code Updates (GFCI, Smoke/CO Detectors, door sweeps) - developing scope
- Park Villa Site work – developing scope

## OHA Property Management Report February 29, 2024

### PUBLIC HOUSING

Development			Occupancy				Tenant Accounts Receivable					Net Operating Income				PHAS
Type	Property Name	Total Units	Prev Mo # Vacant	Current Mo # Vacant	Current Mo % Occupied	Trend	TAR Balance	Tenant Revenue	Prev Mo TAR Ratio	Current Mo TAR Ratio	TAR Trend	YTD Actual	YTD Budget	YTD Variance	YTD Actual - Non-Cash	MASS Points (of 25)
Towers	Florence Tower	106	1	3	97.2%	↓	\$ 36,568	\$ 20,391	1.46	1.79	↑	\$ (11,864)	\$ (5,770)	\$ (6,094)	\$ (3,004)	17
	Benson Tower	143	8	4	97.2%	↓	\$ 46,805	\$ 28,061	1.92	1.67	↓	\$ (33,232)	\$ (32,064)	\$ (1,168)	\$ (21,232)	17
	Jackson Tower	207	12	12	94.2%	–	\$ 62,993	\$ 44,195	1.52	1.43	↓	\$ (68,451)	\$ (48,984)	\$ (19,467)	\$ (53,152)	13
	Park South Tower	221	15	16	92.8%	↓	\$ 50,942	\$ 49,428	0.96	1.03	↑	\$ (76,044)	\$ (54,420)	\$ (21,624)	\$ (57,114)	8
	Highland Tower	106	1	2	98.1%	↓	\$ 21,365	\$ 23,018	1.08	0.93	↓	\$ (43,294)	\$ (16,535)	\$ (26,759)	\$ (33,942)	21
	Pine Tower	143	10	7	95.1%	↑	\$ 18,520	\$ 29,998	0.75	0.62	↓	\$ (17,357)	\$ (4,734)	\$ (12,623)	\$ (6,714)	13
Elderly	Evans Tower	110	4	5	95.4%	↓	\$ 34,643	\$ 30,976	1.15	1.12	↓	\$ (43,978)	\$ (5,159)	\$ (38,819)	\$ (40,367)	13
	Crown Tower	149	18	16	88.9%	↑	\$ 20,693	\$ 37,800	0.78	0.55	↓	\$ (59,236)	\$ (74,166)	\$ 14,930	\$ (26,947)	5
	Underwood Tower	104	0	4	96.2%	↓	\$ 11,146	\$ 31,929	0.36	0.35	↓	\$ (3,400)	\$ (20,213)	\$ 16,813	\$ 3,996	17
	Kay Jay Tower	117	1	2	98.3%	↓	\$ 9,144	\$ 32,691	0.24	0.28	↑	\$ (64,680)	\$ (9,334)	\$ (55,346)	\$ (56,485)	20
Multi-Family	Southside	356	0	0	100.0%	–	\$ 36,884	\$ 71,122	0.45	0.52	↑	\$ (115,223)	\$ 1,538	\$ (116,761)	\$ (103,785)	21
	Chambers Court	32	1	1	96.9%	–	\$ 31,528	\$ 32,820	0.83	0.96	↑	\$ (35,430)	\$ (30,354)	\$ (5,076)	\$ (18,298)	NA
	Farnam	20	0	0	100.0%	–	\$ 13,447	\$ 10,486	1.35	1.28	↓	\$ (12,493)	\$ 2,943	\$ (15,436)	\$ (7,768)	NA
	Park Villa	24	1	1	95.8%	–	\$ 9,017	\$ 6,828	1.17	1.32	↑	\$ (4,510)	\$ 17,138	\$ (21,648)	\$ (4,080)	12
	Bayview	12	1	0	100.0%	↑	\$ 13,209	\$ 5,842	2.51	2.26	↓	\$ 4,449	\$ 14,867	\$ (10,418)	\$ 6,658	NA
Single Family Homes	Scat-Site North East	225	8	11	95.0%	↓	\$ 61,158	\$ 82,761	0.79	0.74	↓	\$ 52,766	\$ (38,197)	\$ 90,963	\$ 70,765	12
	N. Omaha Afford Homes	24	0	0	100.0%	–	\$ 13,614	\$ 11,980	1.89	1.14	↓	\$ (1,825)	\$ (5,249)	\$ 3,424	\$ 13,881	NA
	Crown I	16	0	0	100.0%	–	\$ 2,542	\$ 6,501	0.44	0.39	↓	\$ 7,798	\$ 6,442	\$ 1,356	\$ 8,648	NA
	Crown II	12	0	0	100.0%	–	\$ 1,478	\$ 3,683	0.46	0.40	↓	\$ (1,415)	\$ (3,761)	\$ (2,346)	\$ 3,224	NA
	Scat-Site South East	137	2	4	97.1%	↓	\$ 25,875	\$ 54,148	0.39	0.48	↑	\$ 31,475	\$ (3,510)	\$ 34,985	\$ 43,923	16
	Scat-Site North West	115	2	2	98.3%	–	\$ 27,180	\$ 52,514	0.50	0.52	↑	\$ 10,299	\$ (22,526)	\$ 32,825	\$ 21,913	20
	Keystone Crown Creek	37	1	1	97.3%	–	\$ (1,911)	\$ 8,271	0.30	-0.23	↓	\$ (32,433)	\$ (42,375)	\$ 9,942	\$ (13,448)	NA
	Scat-Site South West	75	1	0	100.0%	–	\$ 4,271	\$ 25,275	0.29	0.17	↓	\$ 14,161	\$ (6,561)	\$ 20,722	\$ 24,162	20
<b>Total</b>		<b>2491</b>	<b>87</b>	<b>91</b>	<b>96.3%</b>	<b>↓</b>	<b>\$ 551,111</b>	<b>\$ 700,718</b>	<b>0.81</b>	<b>0.79</b>	<b>↓</b>	<b>\$ (503,917)</b>	<b>\$ (380,984)</b>	<b>\$ (127,625)</b>	<b>\$ (249,166)</b>	<b>15.2</b>





6.3. Housing in Omaha, Inc.

6.4. River City Housing Connections

6.5. Compliance

# Memorandum

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To: The Board of Commissioners  
From: Susan Gilroy, Director of Compliance  
Date: April 4, 2024  
Re: Compliance Department Update- February 2024

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## Intake Department

During the month of February, 403 families applied for public housing. There was a total of 79 approved applications in February, up 24 from last month. The breakdown for approved applications is 75 one-bedrooms, 1 two-bedrooms, 3 three-bedrooms and 0 four-bedrooms. There were 4 new applications for Farnam Apartments and 6 for Chambers Court straight tax credit apartments. 2 applications were approved for Chambers Court.

There were 126 applications withdrawn from the waiting list during January with 71 for no response, 32 for refusing housing offer given, 10 for applicant requests, 6 not eligible to apply and 7 for failed background checks.

We continue to process mainly one-bedroom applications to fill the current vacant ready units.

The Intake Department currently has two position openings. There is one person being processed for hire and we are interviewing for the Administrative Assistant position.

## Recertifications

HUD's monthly Re-examination Delinquency Report for February is still trending downward and is now at 91.95%. However, staff are processing and are completing the oldest files. The report will show this improvement as we get to the effective months of completion. Staff are assigned new "Hot Files" as we move closer to working current files.

The interim completion rate is at 81% for the interims reported between January and November. Outstanding interim files are also part of the "Hot File" lists. The completion of interim reported income changes continues to be an emphasis in the department. Once our open positions are filled, we plan to re-organize the workload and assign one staff interims in order to improve the completion time.

Two Housing Compliance Specialists received promotions – one to Quality Control Specialist in our department and one to Assistant Property Manager in the Property Management Department. One new Housing Compliance Specialist started in March, and we anticipate 2 selected candidates to start in early April. Our new hires will be a welcome addition to the Compliance and Intake Departments.

The 2024 Public Housing Utility Allowance rent changes were processed during March and residents received notice with their new rent amounts.

## Process Improvements

During the month of February, Nicole worked with staff from Section 8, Property Management, Compliance, and PH Intake departments with the wait list annual report, data clean up in Finance,

inspection letters at Southside and hardship exemption process in Yardi and also updates in Yardi with new utility allowances and flat rent amounts for public housing. Rent Café training sessions were conducted for Section 8 and Compliance staff. Docu-sign training was provided for new Compliance staff and move in process for Property Management staff. There were 27 cases submitted to Yardi.

HUD has a new annual requirement to upload the Public Housing wait list for the first time. Nicole worked on this report and assisted Section 8 and Public Housing Intake to ensure all the data was accurate before the upload took place.

There were 104 requests from staff for assistance as outlined below:

Requests by Department/Product:

Capital Improvements	2
Compliance	7
Finance	13
Wait Lists	1
HR	9
Inspections	1
Intensive Services	1
Legal	1
Maintenance	5
PH Intake	9
Property Management	18
Procurement	2
Section 8	35

Adobe
Aspire
Docu-sign
Excel
OHA Website
Yardi P2P
Yardi Rent Cafe
Yardi Voyager
YardiOne
Yardi Vendor Cafe

# Memorandum



To: The Board of Commissioners  
 From: Susan Gilroy, Director of Compliance  
 Date: April 4, 2024  
 Re: Intake Approved Applications February 2024

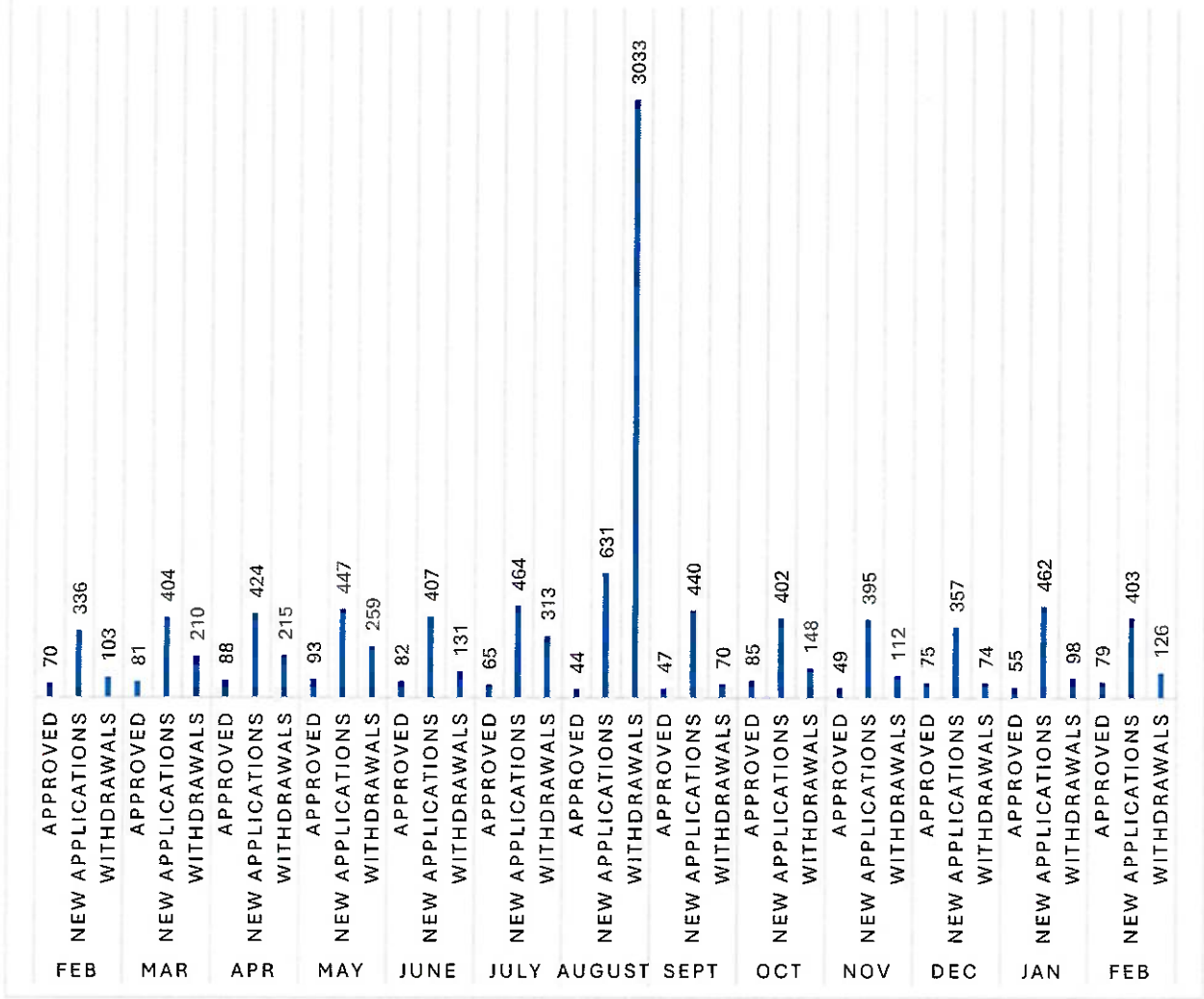
**Intake Department  
 Month of February 2024**

New Public Housing Applications	<b>403</b>
New Villas Housing Applications	<b>0</b>
New Farnam Straight Tax Credit Housing Applications	<b>4</b>
New Chambers Straight Tax Credit Housing Applications	<b>6</b>
Approved Public Housing Applications	<b>79</b>
Approved Applications for Villas	<b>0</b>
Approved Applications for Chambers Straight Tax Credit	<b>2</b>
Approved Applications for Farnam Apts Straight Tax Credit	<b>0</b>

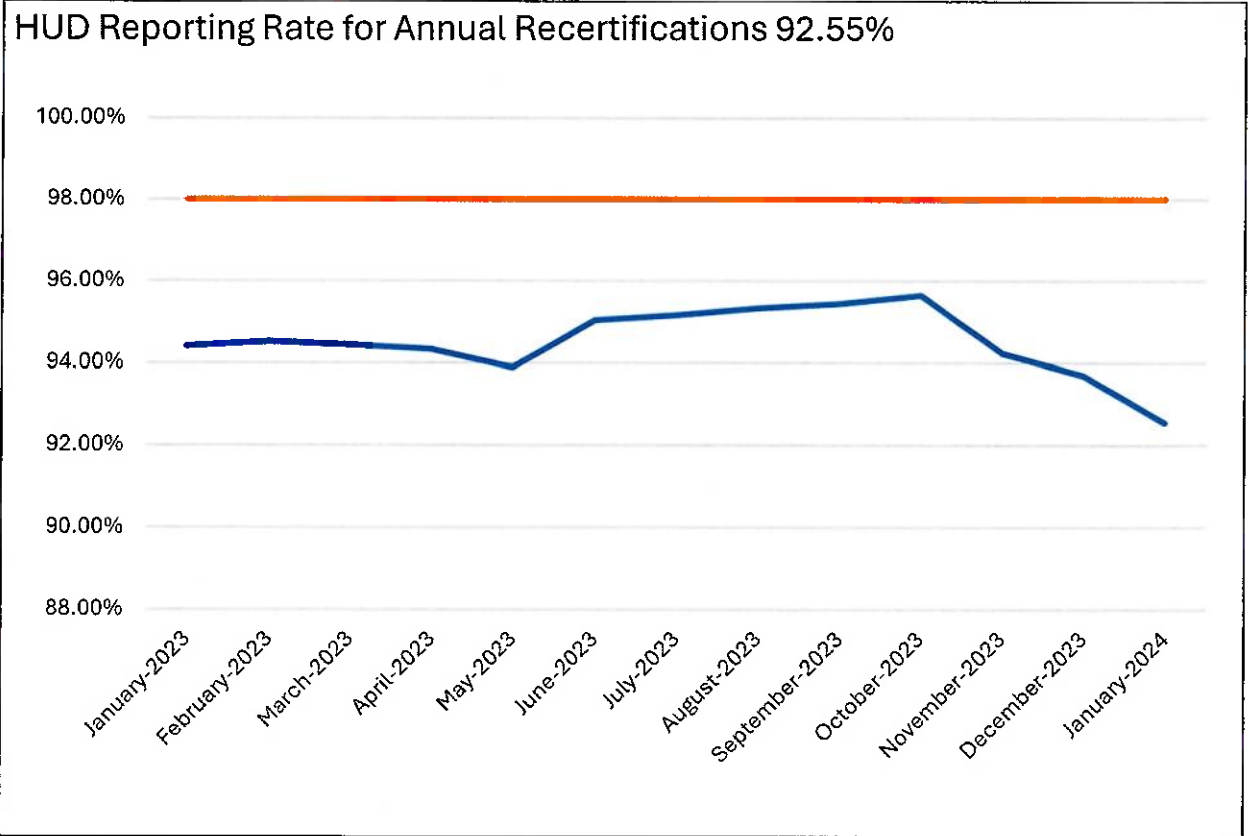
Public Housing Applications Approved by Bedroom Size	One	Two	Three	Four	
		75	1	3	0
Villas Applications Approved		Two	Three		
North Villas	0	0			
Arbor Villa	0	0			
Chambers Court Straight Tax Credit Applications Approved		One	Two	Three	Four
	0	2	0	0	
Farnam Apartments Straight Tax Credit Applications Approved		Two	Three		
	0	0			

Applications Withdrawn from PH Wait List	126	
No Response During Full Application Process	71	
Refused Unit Offer	32	
Not Eligible to Apply	6	
Failed Background Check	7	
Applicant Request	10	

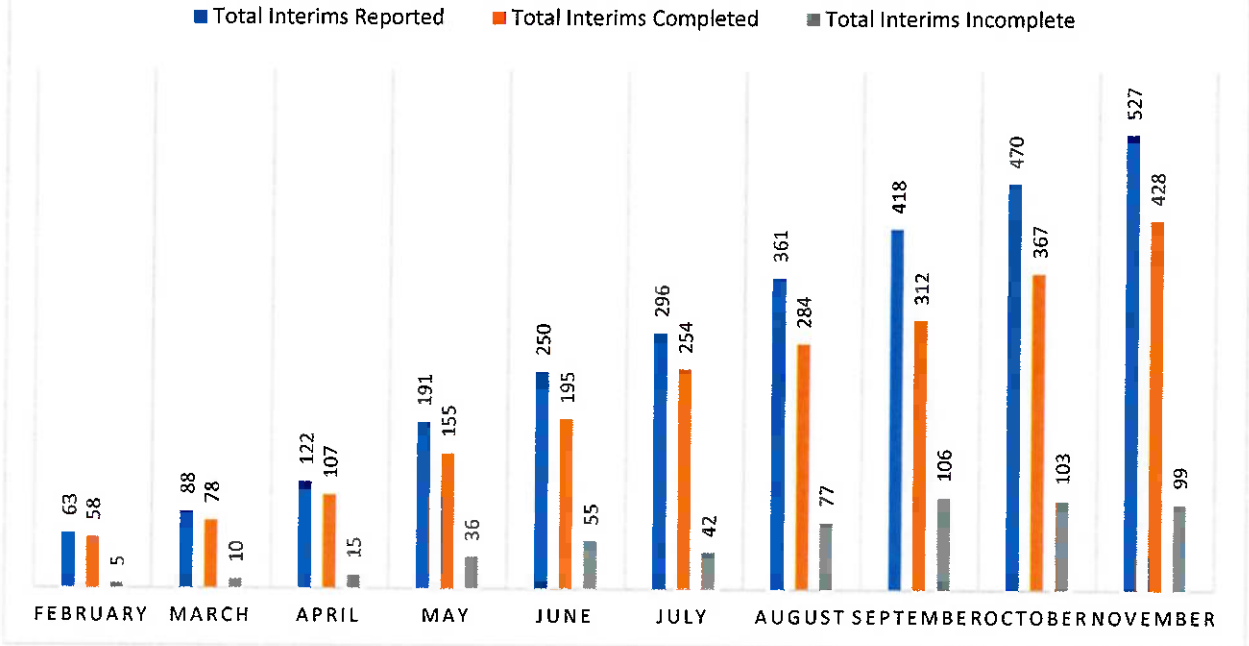
## PUBLIC HOUSING INTAKE WAITING LIST FEBRUARY 2024



	HUD Goal
	Actual



## INTERIM COMPLETION RATE JANUARY - NOVEMBER 2023



57 residents reported new changes during the month of November. Housing Compliance Staff continued completion of many outstanding carryover files during this month. Overall, staff processed a total 61 interim files over the month.

The cumulative monthly breakdown will show the progress of completion for the carryover files.

## 6.6. Financials

# Memorandum



To: Board of Commissioners  
From: Neal Greenberg, Interim CFO  
Date: March 31, 2024  
Re: Finance Report

## AGENCY BALANCE SHEET

### **February 2024:**

**Cash** position decreased **(\$511,423)**.

- Public Housing (PH): had an increase of **(\$45,764)**.
- HIO: had an increase of **\$116,466**.
- Section 8 operating: had a decrease of **(\$625,713)**.
- Section 8 Admin: had a decrease of **(\$101,076)**.
- Central Office: had an increase of **\$784,991**.

### **Balance Sheet Variance Summary:**

**Accounts Receivable** had a decrease of **(\$92,814)**.

- Operating A/R had a decrease of **(\$172,121)**.
- A/R Inter-property had an increase of **\$75,809**.
- Tenant Receivables had a decrease of **(\$1,721)**.
- A/R Promissory Notes had an increase of **\$5,219**.

**Prepaid Assets** had a decrease of **(\$103,743)**.

**Fixed Assets** had an increase of **\$101,819**.

- Building Improvements – Totaled **\$30,006**.
  - Roofing, decking, concrete repairs, water proofing, elevator rebuild, flooring, HVAC.
- Dwelling Equipment - Totaled **\$54,260**.
- Monthly depreciation expense was not made at the time of this report.

**Total Liabilities** decreased **(\$402,297)**.

**Current Liabilities** decreased **(\$398,357)**.

- Accounts Payable decreased **(\$233,040)**.
- Accrued Fees increased **\$75,809**.
- Inter-fund Payable decreased **(\$223,034)**.

# Memorandum



To: Board of Commissioners  
From: Neal Greenberg, Interim CFO  
Date: March 31, 2024  
Re: Finance Report

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## AGENCY BUDGET COMPARISON

### February Month 2024 (High Level Summary):

**Revenue** was unfavorable to budget MTD by **(\$789,392)**

- Housing Asst Payments were off **(\$352,395)**
- HUD Capital – Soft Costs were off **(\$433,117)**.

**Total Expenses** were favorable to budget MTD by **\$320,949**.

**Admin Expenses:** MTD budget variance was favorable to budget by **\$28,840**.

**Resident Service Expenses:** MTD budget variance was unfavorable **(\$20,038)**.

**Utility Expenses:** MTD budget variance was unfavorable **(\$64,470)**.

**Maintenance Expenses:** MTD budget variance was favorable to budget by **\$351,320**.

**Protective Services Expenses:** MTD budget variance was unfavorable to budget by **(\$25,364)**.

**General Expenses:** MTD budget variance was unfavorable **(\$71,162)**. Property insurance was **(\$46,528)** of that.

### February Month 2024:

- **Full Agency:**

**Adjusted Net Operating Income/ (Loss)** MTD was **(\$453,804)** with an unfavorable budget variance of **(\$100,436)**. Depreciation expense wasn't realized yet so the variance will be larger.

- **Public Housing:**

- The MTD adjusted net operating income/ (loss) **(\$49,751)** and the budget variance was favorable **\$238,170**, which will decrease after a depreciation entry.

- **HIO:**

- The MTD adjusted net operating income **\$10,150** and the budget variance was favorable **\$113,097**. Revenues were only off \$7,000 from budget.

- **Central Office**

- Adjusted Net Operating Income MTD was **\$578,300** with a favorable budget variance of **\$668,416**.

- **Section 8 HAP:**

- Adjusted Net Operating Income/ (Loss) MTD was **(\$389,736)** with an unfavorable budget variance of **(\$450,187)**.

- **Section 8 Admin:**

- Adjusted Net Operating Income/ (Loss) MTD was **(\$19,092)**. The budget variance was unfavorable **(\$94,222)**.

# Memorandum

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To: Board of Commissioners  
From: Neal Greenberg, Interim CFO  
Date: March 31, 2024  
Re: Finance Report

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## February YTD 2024:

- **Full Agency:**
  - **Adjusted Net Operating Income/(loss)** was **(\$980,567)**. Revenues were **\$2,019,379** under budget, mostly in HUD grants and subsidies. Significant overbudget expenses were: utilities (\$132,000) and Bad Debt (\$47,000).
- **Public Housing:**
  - YTD Adjusted Net Operating Income/ (loss) **(\$297,085)** with an unfavorable **(\$352,478)** budget variance.
- **HIO:**
  - YTD Adjusted Net Operating Income / (loss) was **(\$19,698)** with a favorable budget variance of **\$70,304**, due to depreciation not made.
- **Central Office**
  - YTD Adjusted Net Operating Income was **\$19,265** with an unfavorable budget variance of **(\$17,001)**.
- **Section 8 HAP:**
  - YTD Adjusted Net Operating Income / (loss) was **(\$592,038)**. The budget variance was unfavorable **(\$712,940)**.
- **Section 8 Admin:**
  - YTD Adjusted Net Operating Income / (loss) was **(\$7,990)**. The budget variance was unfavorable **(\$160,834)**.

New Agency Structure after FMR (7agency2)

**Balance Sheet -With YTD**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_bs

		Current Balance	Beginning Balance (Month)	Net Change	Jan 1st Beginning Balance	YTD Net Change
100-0000	<b>ASSETS</b>					
119-0000	CASH AND CASH EQUIVALENTS	10,929,106	11,440,529	(511,423)	12,567,208	(1,638,102)
125-1999	OTHER ACCOUNTS RECEIVABLE	900,709	1,072,829	(172,121)	1,111,795	(211,086)
125-9900	A/R INTER-PROPERTY	735,873	660,064	75,809	707,337	28,536
126-9999	A/R - TENANT	645,258	646,979	(1,721)	599,978	45,281
127-9999	A/R PROMISSORY NOTES	3,078,526	3,073,307	5,219	3,076,895	1,630
129-9999	ACCRUED INTEREST RECEIVABLE	148,196	148,196	0	148,196	0
142-9999	PREPAID ASSETS	497,615	601,358	(103,743)	326,780	170,835
144-5999	INTER-FUND DUE FROM	1,854,659	2,104,600	(249,941)	2,389,489	(534,830)
150-0000	<b>TOTAL CURRENT ASSETS</b>	18,789,942	19,747,863	(957,920)	20,927,679	(2,137,736)
168-9999	FIXED ASSETS	31,801,927	31,700,108	101,819	31,812,439	(10,512)
171-9999	NOTES RECEIVABLE	1,347,673	1,347,673	0	1,347,673	0
172-9999	LT INTER-FUND DUE FROM	2,390,435	2,390,435	0	2,390,435	0
174-0198	TAX CREDIT FEES	71,655	71,655	0	71,655	0
174-0299	PREPAID LEASE COSTS	4,640,570	4,640,570	0	4,640,570	0
174-1999	ACCUMULATED AMORTIZATION	(4,416,383)	(4,416,383)	0	(4,416,383)	0
175-5000	LT INTER-PROPERTY	855,563	855,563	0	855,563	0
177-0000	INVESTMENT IN JOINT VENTURES	2,296,065	2,296,065	0	2,296,065	0
180-0000	<b>TOTAL NON-CURRENT ASSETS</b>	38,654,690	38,552,871	101,819	38,665,202	(10,512)
190-9999	<b>TOTAL ASSETS</b>	57,444,632	58,300,733	(856,101)	59,592,880	(2,148,249)
300-0000	<b>LIABILITIES AND EQUITY</b>					
300-0100	<b>LIABILITIES</b>					
311-9999	ACCOUNTS PAYABLE					
312-0099	ACCOUNTS PAYABLE	425,479	658,519	(233,040)	924,307	(498,828)
312-0299	A/P OTHER	471,515	471,515	0	471,515	0
312-1999	A/P GENERAL PARTNER	2,625,492	2,625,492	0	2,625,492	0
312-2999	ACCRUED FEES	684,712	608,904	75,809	656,177	28,536
320-0000	ACCR WAGES & WITHHOLDINGS					
321-9999	ACCR WAGES & WITHHOLDINGS	10,917	15,302	(4,386)	215,810	(204,893)
322-9999	COMP ABSENCES - CURRENT	202,035	202,035	0	202,035	0
331-9999	A/P PHA PROJECTS	(24,848)	(24,848)	0	(24,848)	0
341-9999	TENANT SECURITY DEPOSIT	741,785	744,663	(2,878)	789,108	(47,323)
342-0999	UNEARNED REVENUE	300,048	307,034	(6,987)	311,445	(11,397)
343-0099	CURRENT PORTION OF DEBT	1,641,315	1,645,156	(3,841)	1,649,383	(8,068)
345-0299	OTHER CURRENT LIABILITIES	425,172	425,172	0	425,172	0
345-9999	INTER-PROGRAM PAYABLES	50,000	50,000	0	50,000	0
347-5000	INTER-FUND DUE TO	1,832,940	2,055,974	(223,034)	2,276,744	(443,805)
349-9999	<b>TOTAL CURRENT LIABILITIES</b>	9,890,255	10,288,612	(398,357)	11,076,033	(1,185,778)
352-9999	LONG TERM DEBT	13,311,098	13,311,098	0	13,311,098	0
353-0050	LT LIABILITIES - OTHER	(57,702)	(57,702)	0	(57,702)	0
353-0500	FSS ESCROW	592,307	596,247	(3,940)	574,211	18,096
353-5000	<b>TOTAL LT ACCRUED FEES</b>	913,264	913,264	0	913,264	0
354-9999	COMP ABSENCES-LONG TERM	392,185	392,185	0	392,185	0
355-5000	LT INTER-FUND DUE TO	2,390,435	2,390,435	0	2,390,435	0
359-9999	<b>TOTAL NON-CURRENT LIABILITIES</b>	17,541,585	17,545,525	(3,940)	17,523,489	18,096
399-9999	<b>TOTAL LIABILITIES</b>	27,431,840	27,834,138	(402,297)	28,599,522	(1,167,682)
500-0000	<b>EQUITY</b>					
508-9999	NET INVEST IN CAPITAL ASSETS	27,758,697	27,758,697	0	27,758,697	0
512-0005	RETAINED EARNINGS	9,980,735	10,434,539	(453,804)	10,961,302	(980,567)
512-0150	UNRESTRICTED NET POSITION	(4,229,821)	(4,229,821)	0	(4,229,821)	0
512-9999	RE - EQUITY TRANSFERS	1,499,600	1,499,600	0	1,499,600	0
599-9999	<b>TOTAL EQUITY</b>	30,012,792	30,466,595	(453,804)	30,993,359	(980,567)
600-9999	<b>TOTAL LIABILITIES AND EQUITY</b>	57,444,632	58,300,733	(856,101)	59,592,880	(2,148,249)
999-9999	<b>TOTAL OF ALL</b>	0	0	0	0	0

New Agency Structure after FMR (7agency2)

**Balance Sheet -With YTD**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_bs

	Current Balance	Beginning Balance (Month)	Net Change	Jan 1st Beginning Balance	YTD Net Change
<b>100-0000 ASSETS</b>					
111-0100 CASH - OPERATING	4,730,570	4,474,373	256,197	6,003,180	(1,272,611)
111-0200 CASH - PAYROLL	310,999	494,106	(183,106)	496,196	(185,197)
111-0300 CASH - OTHER	46,235	46,204	31	48,168	(1,933)
111-0400 PETTY CASH	560	560	0	560	0
111-1000 CASH - VENDOR PAYMENTS	(340,820)	229,201	(570,021)	(102,430)	(238,390)
112-0000 CASH - RESTRICTED	3,856,342	3,864,380	(8,038)	3,869,166	(12,824)
112-0100 CASH - RESTRICTED MODERNIZATION AND DEV	38,296	38,252	44	38,205	91
112-3000 REPLACEMENT RESERVE	69,984	69,834	150	69,673	311
113-0000 CASH - FSS ESCROW	565,089	572,200	(7,111)	574,458	(9,369)
113-1000 CASH - FSS FORFEITURES	20,687	21,212	(525)	21,209	(522)
113-3000 OPERATING RESERVE	269,283	268,738	545	268,157	1,126
113-3500 OHA HUD OPERATING RESERVE	298,602	298,602	0	298,602	0
114-0000 CASH - SECURITY DEPOSIT	697,260	697,269	(9)	616,912	80,347
115-0000 HOMEOWNERSHIP FUNDS	366,019	365,599	420	365,150	868
<b>119-0000 CASH AND CASH EQUIVALENTS</b>	<b>10,929,106</b>	<b>11,440,529</b>	<b>(511,423)</b>	<b>12,567,208</b>	<b>(1,638,102)</b>
122-0000 A/R HUD	1,095,092	1,095,092	0	1,095,092	0
122-0100 A/R PHA PROJECTS	4,400	4,400	0	4,400	0
123-0000 A/R OTHER GOVERNMENTS	435,617	598,357	(162,740)	651,313	(215,696)
125-0000 A/R OTHER	1,800	1,800	0	1,800	0
125-0400 A/R NON DWELLING RENT	17,062	26,443	(9,381)	12,452	4,610
125-0500 A/R HOMEOWNERSHIP MORTGAGES	592,700	592,700	0	592,700	0
125-0501 ALLOWANCE FOR HOME MORTGAGES	(592,700)	(592,700)	0	(592,700)	0
125-1000 ALLOWANCE FOR DOUBTFUL OTHER A/R	(653,262)	(653,262)	0	(653,262)	0
<b>125-1999 OTHER ACCOUNTS RECEIVABLE</b>	<b>900,709</b>	<b>1,072,829</b>	<b>(172,121)</b>	<b>1,111,795</b>	<b>(211,086)</b>
125-6000 INTER-PROPERTY {COCC}	50,000	50,000	0	50,000	0
125-6002 INTER-PROPERTY {9EC}	137,996	131,520	6,476	126,499	11,497
125-6003 INTER-PROPERTY {9KCC}	73,163	70,270	2,894	68,159	5,005
125-6004 INTER-PROPERTY {9NOAH}	44,871	42,908	1,963	41,509	3,363
125-6006 INTER-PROPERTY {9FAR}	89,802	86,054	3,749	83,367	6,436
125-6007 INTER-PROPERTY {9BV}	22,575	21,554	1,021	20,840	1,735
125-6008 INTER-PROPERTY {9CR1}	35,983	34,672	1,311	33,738	2,245
125-6009 INTER-PROPERTY {9CR2}	22,457	21,475	981	20,775	1,681
125-6010 INTER-PROPERTY {VILLAS}	34,578	32,514	2,064	31,049	3,529
125-6011 INTER-PROPERTY {HCV}	838,690	838,690	0	838,690	0
125-6012 INTER-PROPERTY {HCV ADM}	(837,842)	(837,842)	0	(837,842)	0
125-6015 INTER-PROPERTY {MOD REHAB}	1,774	1,774	0	1,774	0
125-6017 INTER-PROPERTY {PUB HSG}	221,825	166,475	55,350	228,780	(6,955)
<b>125-9900 A/R INTER-PROPERTY</b>	<b>735,873</b>	<b>660,064</b>	<b>75,809</b>	<b>707,337</b>	<b>28,536</b>
126-0000 ACCOUNTS RECEIVABLE TENANTS	699,124	700,845	(1,721)	653,843	45,281
126-0100 ALLOWANCE FOR A/R TENANTS	(53,865)	(53,865)	0	(53,865)	0
<b>126-9999 A/R - TENANT</b>	<b>645,258</b>	<b>646,979</b>	<b>(1,721)</b>	<b>599,978</b>	<b>45,281</b>
127-0100 P-NOTES OUTSTANDING	577,272	572,053	5,219	575,642	1,630
127-0120 ALLOWANCE FOR P-NOTES	(124,238)	(124,238)	0	(124,238)	0
127-0200 A/R BAYVIEW	387,861	387,861	0	387,861	0
127-0201 A/R FARNAM	1,375,882	1,375,882	0	1,375,882	0
127-0206 A/R STREHLOW	812,448	812,448	0	812,448	0
127-0207 A/R NOAH	49,301	49,301	0	49,301	0
<b>127-9999 A/R PROMISSORY NOTES</b>	<b>3,078,526</b>	<b>3,073,307</b>	<b>5,219</b>	<b>3,076,895</b>	<b>1,630</b>
129-0100 ACCRUED INTEREST RECEIVABLE	148,196	148,196	0	148,196	0
<b>129-9999 ACCRUED INTEREST RECEIVABLE</b>	<b>148,196</b>	<b>148,196</b>	<b>0</b>	<b>148,196</b>	<b>0</b>
142-0000 PREPAID INSURANCE	293,063	410,131	(117,067)	142,025	151,038
142-0100 PREPAID SOFTWARE EXP	104,735	128,739	(24,005)	152,744	(48,009)
142-0200 PREPAID MED FSA SEC 125	5,280	3,706	1,574	1,160	4,120
142-0300 PREPAID CREDIT CARDS	37,645	28,035	9,610	0	37,645
142-0500 PREPAID OTHER	56,893	30,747	26,146	30,851	26,042

New Agency Structure after FMR (7agency2)

**Balance Sheet -With YTD**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_bs

		Beginning Balance		Jan 1st Beginning		
	Current Balance	(Month)	Net Change	Balance	YTD Net Change	
<b>142-9999</b>	<b>PREPAID ASSETS</b>	<b>497,615</b>	<b>601,358</b>	<b>(103,743)</b>	<b>326,780</b>	<b>170,835</b>
144-0000	INTERFUND BALANCE	(1,700)	(1,700)	0	(1,700)	0
144-3000	INTER-FUND DUE FROM {COCC}	428,233	404,739	23,493	404,143	24,090
144-3001	INTER-FUND DUE FROM {HIOOPER}	(201,648)	(201,648)	0	(201,648)	0
144-3002	INTER-FUND DUE FROM {9EC}	199,245	195,955	3,290	160,238	39,006
144-3003	INTER-FUND DUE FROM {9KCC}	63,438	52,127	11,310	25,969	37,469
144-3004	INTER-FUND DUE FROM {9NOAH}	104,249	102,693	1,556	41,560	62,689
144-3005	INTER-FUND DUE FROM {9SEC}	20,888	20,888	0	22,106	(1,218)
144-3006	INTER-FUND DUE FROM {9FAR}	14,661	16,018	(1,358)	16,456	(1,796)
144-3007	INTER-FUND DUE FROM {9BV}	7,070	6,041	1,028	16,101	(9,031)
144-3008	INTER-FUND DUE FROM {9CR1}	10,194	8,970	1,224	14,384	(4,190)
144-3009	INTER-FUND DUE FROM {9CR2}	10,377	8,659	1,719	11,038	(661)
144-3010	INTER-FUND DUE FROM {VILLAS}	8,078	8,179	(101)	20,450	(12,372)
144-3011	INTER-FUND DUE FROM {HCV}	448,607	448,607	0	448,607	0
144-3012	INTER-FUND DUE FROM {HCV ADM}	(400,545)	(399,674)	(871)	(375,820)	(24,725)
144-3013	INTER-FUND DUE FROM {HCV MV}	(22,847)	(22,867)	20	(15,311)	(7,536)
144-3014	INTER-FUND DUE FROM {HCV CITY}	37,650	239,933	(202,283)	239,933	(202,283)
144-3015	INTER-FUND DUE FROM {MOD REHAB}	39,908	37,594	2,314	44,678	(4,770)
144-3016	INTER-FUND DUE FROM {FOUND}	52,157	52,023	133	51,505	651
144-3017	INTER-FUND DUE FROM {PUB HSG}	537,471	449,843	87,627	823,121	(285,651)
144-3018	INTER-FUND DUE FROM {ROSS GRANT}	(5,843)	95,676	(101,519)	86,256	(92,098)
144-3019	INTER-FUND DUE FROM {FSS GRANT}	(73,204)	4,319	(77,523)	(20,801)	(52,403)
144-3020	INTER-FUND DUE FROM {CNI GRANT}	562,427	562,427	0	562,427	0
144-3021	INTER-FUND DUE FROM {CNP GRANT}	15,794	15,794	0	15,794	0
<b>144-5999</b>	<b>INTER-FUND DUE FROM</b>	<b>1,854,659</b>	<b>2,104,600</b>	<b>(249,941)</b>	<b>2,389,489</b>	<b>(534,830)</b>
<b>150-0000</b>	<b>TOTAL CURRENT ASSETS</b>	<b>18,789,942</b>	<b>19,747,863</b>	<b>(957,920)</b>	<b>20,927,679</b>	<b>(2,137,736)</b>
161-0000	LAND	8,299,143	8,299,143	0	8,299,143	0
162-0000	BUILDINGS	158,131,147	158,131,147	0	158,131,147	0
162-0025	BUILDINGS - COMMERCIAL	400,000	400,000	0	400,000	0
162-0030	BUILDINGS - ACQUISITION	457,700	457,700	0	457,700	0
162-0050	BUILDINGS - INELIGIBLE	88,112	88,112	0	88,112	0
162-0100	BUILDING IMPROVEMENTS	42,404,353	42,374,347	30,006	42,321,763	82,590
162-0200	CONTRACT WORK IN PROCESS	45,756	45,756	0	102,560	(56,804)
162-0300	WIP - PREDEVELOPMENT	530,676	519,276	11,400	480,876	49,800
162-0600	WIP - INS PROCEEDS/REPAIRS	547,048	540,894	6,153	537,614	9,433
163-0000	DWELLING EQUIPMENT	3,087,107	3,032,847	54,260	2,957,028	130,079
164-0000	SITE IMPROVEMENTS	4,979,280	4,979,280	0	4,957,280	22,000
164-0100	OFFICE EQUIPMENT	238,588	238,588	0	238,588	0
164-0200	MAINTENANCE EQUIPMENT	298,320	298,320	0	298,320	0
164-0300	COMMUNITY SPACE EQUIPMENT	75,004	75,004	0	75,004	0
164-0400	COMPUTER EQUIPMENT	527,559	527,559	0	527,559	0
164-0500	AUTOMOTIVE EQUIPMENT	2,418,518	2,418,518	0	2,418,518	0
164-0600	SECURITY EQUIPMENT	1,183,024	1,183,024	0	1,183,024	0
166-0000	ACCUM DEPR - BUILDINGS	(150,435,782)	(150,435,782)	0	(150,359,464)	(76,319)
166-0025	ACCUM DEPR - COMMERCIAL	(371,492)	(371,492)	0	(371,189)	(303)
166-0030	ACCUM DEPR - BUILDING ACQUISITION	(450,000)	(450,000)	0	(450,000)	0
166-0050	ACCUM DEPR - INELIGIBLE BLDG	(77,470)	(77,470)	0	(77,203)	(267)
166-0100	ACCUM AMORT EXPENSE	(294,000)	(294,000)	0	(294,000)	0
166-0120	ACCUM DEPR - BUILDING IMPROVEMENTS	(31,823,591)	(31,823,591)	0	(31,719,216)	(104,375)
166-1000	ACCUM DEPR - DWELLING EQUIPMENT	(1,689,615)	(1,689,615)	0	(1,674,188)	(15,427)
166-2000	ACCUM DEPR - SITE IMPROVE	(3,162,225)	(3,162,225)	0	(3,140,966)	(21,259)
166-2100	ACCUM DEPR - OFFICE EQUIPMENT	(229,597)	(229,597)	0	(228,903)	(695)
166-2200	ACCUM DEPR - MAINTENANCE EQUIPMENT	(281,518)	(281,518)	0	(281,277)	(241)
166-2300	ACCUM DEPR - COMMUNITY SPACE EQUIPMENT	(75,004)	(75,004)	0	(75,004)	0
166-2400	ACCUM DEPR - COMPUTER EQUIPMENT	(524,923)	(524,923)	0	(524,456)	(467)
166-2500	ACCUM DEPR - AUTOMOTIVE EQUIPMENT	(2,061,655)	(2,061,655)	0	(2,043,192)	(18,463)
166-2600	ACCUM DEPR - SECURITY EQUIPMENT	(432,533)	(432,533)	0	(422,738)	(9,795)

New Agency Structure after FMR (7agency2)

**Balance Sheet -With YTD**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_bs

		Current Balance	Beginning Balance (Month)	Net Change	Jan 1st Beginning Balance	YTD Net Change
<b>168-9999</b>	<b>FIXED ASSETS</b>	<b>31,801,927</b>	<b>31,700,108</b>	<b>101,819</b>	<b>31,812,439</b>	<b>(10,512)</b>
171-0206	N/R STREHLOW	1,347,673	1,347,673	0	1,347,673	0
<b>171-9999</b>	<b>NOTES RECEIVABLE</b>	<b>1,347,673</b>	<b>1,347,673</b>	<b>0</b>	<b>1,347,673</b>	<b>0</b>
172-1001	LT INTER-FUND DUE FROM {HIOOPER}	124,751	124,751	0	124,751	0
172-1002	LT INTER-FUND DUE FROM {9EC}	826,853	826,853	0	826,853	0
172-1003	LT INTER-FUND DUE FROM {9KCC}	248,036	248,036	0	248,036	0
172-1004	LT INTER-FUND DUE FROM {9NOAH}	66,840	66,840	0	66,840	0
172-1006	LT INTER-FUND DUE FROM {9FAR}	462,869	462,869	0	462,869	0
172-1007	LT INTER-FUND DUE FROM {9BV}	241,026	241,026	0	241,026	0
172-1008	LT INTER-FUND DUE FROM {9CR1}	83,438	83,438	0	83,438	0
172-1009	LT INTER-FUND DUE FROM {9CR2}	121,904	121,904	0	121,904	0
172-1010	LT INTER-FUND DUE FROM {VILLAS}	214,719	214,719	0	214,719	0
<b>172-9999</b>	<b>LT INTER-FUND DUE FROM</b>	<b>2,390,435</b>	<b>2,390,435</b>	<b>0</b>	<b>2,390,435</b>	<b>0</b>
174-0000	A/R P-NOTES - LONG TERM	(332,815)	(332,815)	0	(332,815)	0
174-0100	TAX CREDIT FEES	71,655	71,655	0	71,655	0
<b>174-0198</b>	<b>TAX CREDIT FEES</b>	<b>71,655</b>	<b>71,655</b>	<b>0</b>	<b>71,655</b>	<b>0</b>
174-0200	PREPAID LEASE COSTS	4,640,570	4,640,570	0	4,640,570	0
<b>174-0299</b>	<b>PREPAID LEASE COSTS</b>	<b>4,640,570</b>	<b>4,640,570</b>	<b>0</b>	<b>4,640,570</b>	<b>0</b>
174-1000	ACCUMULATED AMORTIZATION	(4,416,383)	(4,416,383)	0	(4,416,383)	0
<b>174-1999</b>	<b>ACCUMULATED AMORTIZATION</b>	<b>(4,416,383)</b>	<b>(4,416,383)</b>	<b>0</b>	<b>(4,416,383)</b>	<b>0</b>
175-1000	LT INTER-PROPERTY {COCC}	(57,702)	(57,702)	0	(57,702)	0
175-1002	LT INTER-PROPERTY {9EC}	381,436	381,436	0	381,436	0
175-1004	LT INTER-PROPERTY {9NOAH}	1	1	0	1	0
175-1006	LT INTER-PROPERTY {9FAR}	157,612	157,612	0	157,612	0
175-1007	LT INTER-PROPERTY {9BV}	21,169	21,169	0	21,169	0
175-1008	LT INTER-PROPERTY {9CR1}	103,467	103,467	0	103,467	0
175-1009	LT INTER-PROPERTY {9CR2}	22,326	22,326	0	22,326	0
175-1010	LT INTER-PROPERTY {VILLAS}	227,254	227,254	0	227,254	0
<b>175-5000</b>	<b>LT INTER-PROPERTY</b>	<b>855,563</b>	<b>855,563</b>	<b>0</b>	<b>855,563</b>	<b>0</b>
176-0000	INVESTMENT IN JOINT VENTURES	2,296,065	2,296,065	0	2,296,065	0
<b>177-0000</b>	<b>INVESTMENT IN JOINT VENTURES</b>	<b>2,296,065</b>	<b>2,296,065</b>	<b>0</b>	<b>2,296,065</b>	<b>0</b>
<b>180-0000</b>	<b>TOTAL NON-CURRENT ASSETS</b>	<b>38,654,690</b>	<b>38,552,871</b>	<b>101,819</b>	<b>38,665,202</b>	<b>(10,512)</b>
<b>190-9999</b>	<b>TOTAL ASSETS</b>	<b>57,444,632</b>	<b>58,300,733</b>	<b>(856,101)</b>	<b>59,592,880</b>	<b>(2,148,249)</b>
<b>300-0000</b>	<b>LIABILITIES AND EQUITY</b>					
<b>300-0100</b>	<b>LIABILITIES</b>					
<b>311-9999</b>	<b>ACCOUNTS PAYABLE</b>					
312-0000	ACCOUNTS PAYABLE	425,479	658,519	(233,040)	924,307	(498,828)
<b>312-0099</b>	<b>ACCOUNTS PAYABLE</b>	<b>425,479</b>	<b>658,519</b>	<b>(233,040)</b>	<b>924,307</b>	<b>(498,828)</b>
312-0100	UNEARNED INCOME	485,154	485,154	0	485,154	0
312-0200	A/P OTHER	(13,638)	(13,638)	0	(13,638)	0
<b>312-0299</b>	<b>A/P OTHER</b>	<b>471,515</b>	<b>471,515</b>	<b>0</b>	<b>471,515</b>	<b>0</b>
312-1000	A/P GENERAL PARTNER	2,625,492	2,625,492	0	2,625,492	0
<b>312-1999</b>	<b>A/P GENERAL PARTNER</b>	<b>2,625,492</b>	<b>2,625,492</b>	<b>0</b>	<b>2,625,492</b>	<b>0</b>
312-2000	ACCRUED MGMT & BKKPING FEE	63,479	63,479	0	63,479	0
312-2100	ACCRUED FRONT-LINE FEES	621,233	545,424	75,809	592,697	28,536
<b>312-2999</b>	<b>ACCRUED FEES</b>	<b>684,712</b>	<b>608,904</b>	<b>75,809</b>	<b>656,177</b>	<b>28,536</b>
<b>320-0000</b>	<b>ACCR WAGES &amp; WITHHOLDINGS</b>					
321-0000	COURT ORDERED WITHHOLDING	5	5	0	5	0
321-0300	STATE WITHHOLDING	(15)	(15)	0	(15)	0
321-0500	OTHER WITHHOLDING	1,985	1,985	0	1,985	0
321-1100	ACCRUED PAYROLL	0	0	0	186,202	(186,202)
321-1200	ACCRUED PAYROLL TAXES	0	0	0	13,149	(13,149)
321-1300	EE INS DEDUCTIONS	8,943	13,328	(4,386)	14,484	(5,541)
<b>321-9999</b>	<b>ACCR WAGES &amp; WITHHOLDINGS</b>	<b>10,917</b>	<b>15,302</b>	<b>(4,386)</b>	<b>215,810</b>	<b>(204,893)</b>
322-0000	COMPENSATED ABSENCES - CURRENT	202,035	202,035	0	202,035	0

New Agency Structure after FMR (7agency2)

**Balance Sheet -With YTD**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_bs

		Current Balance	Beginning Balance (Month)	Net Change	Jan 1st Beginning Balance	YTD Net Change
<b>322-9999</b>	<b>COMP ABSENCES - CURRENT</b>	<b>202,035</b>	<b>202,035</b>	<b>0</b>	<b>202,035</b>	<b>0</b>
331-0000	A/P PHA PROJECTS	(24,848)	(24,848)	0	(24,848)	0
<b>331-9999</b>	<b>A/P PHA PROJECTS</b>	<b>(24,848)</b>	<b>(24,848)</b>	<b>0</b>	<b>(24,848)</b>	<b>0</b>
341-0000	TENANT SECURITY DEPOSIT	693,325	696,403	(3,078)	615,954	77,370
341-0001	PET DEPOSIT	7,814	7,614	200	7,614	200
341-0100	DEPOSIT REFUND ACCOUNT	40,646	40,646	0	165,539	(124,893)
<b>341-9999</b>	<b>TENANT SECURITY DEPOSIT</b>	<b>741,785</b>	<b>744,663</b>	<b>(2,878)</b>	<b>789,108</b>	<b>(47,323)</b>
342-0000	DEFERRED REVENUE	503,694	503,694	0	503,694	0
342-0200	TENANT PREPAID RENT	291,749	298,736	(6,987)	303,146	(11,397)
342-0300	NO UNIT HOLDING ACCT	8,299	8,299	0	8,299	0
<b>342-0999</b>	<b>UNEARNED REVENUE</b>	<b>300,048</b>	<b>307,034</b>	<b>(6,987)</b>	<b>311,445</b>	<b>(11,397)</b>
343-0000	MORTGAGE PAYABLE - CURRENT	(66,333)	(62,492)	(3,841)	(58,265)	(8,068)
343-0003	ACCRUED INTEREST BRIDGE	878,685	878,685	0	878,685	0
343-0005	ACCRUED INTEREST HIO	138,863	138,863	0	138,863	0
343-0010	ACCRUED INTEREST OTHER	690,100	690,100	0	690,100	0
<b>343-0099</b>	<b>CURRENT PORTION OF DEBT</b>	<b>1,641,315</b>	<b>1,645,156</b>	<b>(3,841)</b>	<b>1,649,383</b>	<b>(8,068)</b>
345-0000	OTHER CURRENT LIABILITIES	374,086	374,086	0	374,086	0
345-0100	CONTRACT RETAINAGE	51,086	51,086	0	51,086	0
<b>345-0299</b>	<b>OTHER CURRENT LIABILITIES</b>	<b>425,172</b>	<b>425,172</b>	<b>0</b>	<b>425,172</b>	<b>0</b>
345-0300	A/P OTHER - INTER-PROPERTY	50,000	50,000	0	50,000	0
<b>345-9999</b>	<b>INTER-PROGRAM PAYABLES</b>	<b>50,000</b>	<b>50,000</b>	<b>0</b>	<b>50,000</b>	<b>0</b>
347-1000	INTER-FUND DUE TO {COCC}	1,538,287	1,744,808	(206,521)	2,034,504	(496,218)
347-1001	INTER-FUND DUE TO {HIOOPER}	1,422	1,422	0	1,422	0
347-1002	INTER-FUND DUE TO {9EC}	29,026	29,026	0	24,138	4,888
347-1003	INTER-FUND DUE TO {9KCC}	19,123	19,123	0	37,870	(18,747)
347-1004	INTER-FUND DUE TO {9NOAH}	4,700	4,700	0	4,700	0
347-1005	INTER-FUND DUE TO {9SEC}	173,538	173,538	0	173,538	0
347-1006	INTER-FUND DUE TO {9FAR}	13,913	13,913	0	13,913	0
347-1007	INTER-FUND DUE TO {9BV}	10,443	10,443	0	10,544	(101)
347-1008	INTER-FUND DUE TO {9CR1}	4,390	4,390	0	(14,911)	19,301
347-1009	INTER-FUND DUE TO {9CR2}	2,903	3,600	(698)	2,953	(50)
347-1010	INTER-FUND DUE TO {VILLAS}	(61,746)	(66,678)	4,933	(171,323)	109,577
347-1012	INTER-FUND DUE TO {HCV ADM}	50,900	49,051	1,849	79,753	(28,853)
347-1017	INTER-FUND DUE TO {PUB HSG}	44,216	66,813	(22,597)	77,817	(33,601)
347-1019	INTER-FUND DUE TO {FSS GRANT}	1,825	1,825	0	1,825	0
<b>347-5000</b>	<b>INTER-FUND DUE TO</b>	<b>1,832,940</b>	<b>2,055,974</b>	<b>(223,034)</b>	<b>2,276,744</b>	<b>(443,805)</b>
<b>349-9999</b>	<b>TOTAL CURRENT LIABILITIES</b>	<b>9,890,255</b>	<b>10,288,612</b>	<b>(398,357)</b>	<b>11,076,033</b>	<b>(1,185,778)</b>
351-0000	MORTGAGE PAYABLE	1,593,915	1,593,915	0	1,593,915	0
351-0001	LOAN PAYABLE CDBG	502,000	502,000	0	502,000	0
351-0002	LOAN PAYABLE OHA	8,933,079	8,933,079	0	8,933,079	0
351-0007	ACCRUED INTEREST LONG TERM	4,000	4,000	0	4,000	0
351-0009	ACCR INT L-T CDBG LOAN	64,373	64,373	0	64,373	0
351-0102	MORTGAGE-HIO	1,349,569	1,349,569	0	1,349,569	0
351-0202	MORTGAGE-OHA # 2	539,949	539,949	0	539,949	0
352-0000	LONG TERM LIABILITIES - OPERATING	324,213	324,213	0	324,213	0
<b>352-9999</b>	<b>LONG TERM DEBT</b>	<b>13,311,098</b>	<b>13,311,098</b>	<b>0</b>	<b>13,311,098</b>	<b>0</b>
353-0000	NONCURRENT LIABILITIES - OTHER	(57,702)	(57,702)	0	(57,702)	0
<b>353-0050</b>	<b>LT LIABILITIES - OTHER</b>	<b>(57,702)</b>	<b>(57,702)</b>	<b>0</b>	<b>(57,702)</b>	<b>0</b>
353-0100	FSS ESCROW	592,307	596,247	(3,940)	574,211	18,096
<b>353-0500</b>	<b>FSS ESCROW</b>	<b>592,307</b>	<b>596,247</b>	<b>(3,940)</b>	<b>574,211</b>	<b>18,096</b>
353-1000	LT ACCRUED MGMT & BKKPING FEE	792,272	792,272	0	792,272	0
353-2000	LT ACCRUED FRONT-LINE FEES	100,534	100,534	0	100,534	0
353-3000	LT ACCRUED FEES	20,458	20,458	0	20,458	0
<b>353-5000</b>	<b>TOTAL LT ACRUED FEES</b>	<b>913,264</b>	<b>913,264</b>	<b>0</b>	<b>913,264</b>	<b>0</b>
354-0000	COMPENSATED ABSENCES-LONG TERM	392,185	392,185	0	392,185	0
<b>354-9999</b>	<b>COMP ABSENCES-LONG TERM</b>	<b>392,185</b>	<b>392,185</b>	<b>0</b>	<b>392,185</b>	<b>0</b>
355-1000	LT INTER-FUND DUE TO {COCC}	643,500	643,500	0	643,500	0

New Agency Structure after FMR (7agency2)

**Balance Sheet -With YTD**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_bs

		Current Balance	Beginning Balance (Month)	Net Change	Jan 1st Beginning Balance	YTD Net Change
355-1001	LT INTER-FUND DUE TO {HIOOPER}	420,241	420,241	0	420,241	0
355-1002	LT INTER-FUND DUE TO {9EC}	17,565	17,565	0	17,565	0
355-1003	LT INTER-FUND DUE TO {9KCC}	228,907	228,907	0	228,907	0
355-1004	LT INTER-FUND DUE TO {9NOAH}	176,615	176,615	0	176,615	0
355-1006	LT INTER-FUND DUE TO {9FAR}	37,389	37,389	0	37,389	0
355-1007	LT INTER-FUND DUE TO {9BV}	100,215	100,215	0	100,215	0
355-1008	LT INTER-FUND DUE TO {9CR1}	257,391	257,391	0	257,391	0
355-1009	LT INTER-FUND DUE TO {9CR2}	92,233	92,233	0	92,233	0
355-1010	LT INTER-FUND DUE TO {VILLAS}	416,378	416,378	0	416,378	0
<b>355-5000</b>	<b>LT INTER-FUND DUE TO</b>	<b>2,390,435</b>	<b>2,390,435</b>	<b>0</b>	<b>2,390,435</b>	<b>0</b>
<b>359-9999</b>	<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>17,541,585</b>	<b>17,545,525</b>	<b>(3,940)</b>	<b>17,523,489</b>	<b>18,096</b>
<b>399-9999</b>	<b>TOTAL LIABILITIES</b>	<b>27,431,840</b>	<b>27,834,138</b>	<b>(402,297)</b>	<b>28,599,522</b>	<b>(1,167,682)</b>
<b>500-0000</b>	<b>EQUITY</b>					
507-0100	CAPITAL ACCOUNT GENERAL PARTNER	1,600,653	1,600,653	0	1,600,653	0
507-0200	CAPITAL ACCOUNT LIMITED PARTNER	1,808,269	1,808,269	0	1,808,269	0
507-0300	CAPITAL ACCOUNT SPECIAL LIMITED PARTNER	30	30	0	30	0
508-0100	NET INVESTED IN CAPITAL ASSETS	24,349,745	24,349,745	0	24,349,745	0
<b>508-9999</b>	<b>NET INVEST IN CAPITAL ASSETS</b>	<b>27,758,697</b>	<b>27,758,697</b>	<b>0</b>	<b>27,758,697</b>	<b>0</b>
511-0100	RESTRICTED NET ASSETS	(4,996,419)	(4,996,419)	0	(4,996,419)	0
512-0000	RETAINED EARNINGS	9,980,735	10,434,539	(453,804)	10,961,302	(980,567)
<b>512-0005</b>	<b>RETAINED EARNINGS</b>	<b>9,980,735</b>	<b>10,434,539</b>	<b>(453,804)</b>	<b>10,961,302</b>	<b>(980,567)</b>
512-0040	CONTRA EQUITY	6,741,718	6,741,718	0	6,741,718	0
512-0100	UNRESTRICTED NET ASSETS	2,511,897	2,511,897	0	2,511,897	0
<b>512-0150</b>	<b>UNRESTRICTED NET POSITION</b>	<b>(4,229,821)</b>	<b>(4,229,821)</b>	<b>0</b>	<b>(4,229,821)</b>	<b>0</b>
512-0200	RE - EQUITY TRANSFERS	1,499,600	1,499,600	0	1,499,600	0
<b>512-9999</b>	<b>RE - EQUITY TRANSFERS</b>	<b>1,499,600</b>	<b>1,499,600</b>	<b>0</b>	<b>1,499,600</b>	<b>0</b>
<b>599-9999</b>	<b>TOTAL EQUITY</b>	<b>30,012,792</b>	<b>30,466,595</b>	<b>(453,804)</b>	<b>30,993,359</b>	<b>(980,567)</b>
<b>600-9999</b>	<b>TOTAL LIABILITIES AND EQUITY</b>	<b>57,444,632</b>	<b>58,300,733</b>	<b>(856,101)</b>	<b>59,592,880</b>	<b>(2,148,249)</b>
<b>999-9999</b>	<b>TOTAL OF ALL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

New Agency Structure after FMR (7agency2)

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

	PTD	PTD		YTD	YTD	YTD
	Actual	Budget	Variance	Actual	Budget	Variance
<b>REVENUES</b>	<b>5,780,569</b>	<b>6,569,961</b>	<b>(789,392)</b>	<b>11,203,498</b>	<b>13,222,876</b>	<b>(2,019,379)</b>
<b>EXPENSES</b>	<b>6,351,723</b>	<b>6,672,672</b>	<b>320,949</b>	<b>12,333,049</b>	<b>13,351,414</b>	<b>1,018,365</b>
<b>TRANSFERS</b>	<b>(117,350)</b>	<b>13,095</b>	<b>130,445</b>	<b>(148,984)</b>	<b>26,190</b>	<b>175,174</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>(453,804)</b>	<b>(115,807)</b>	<b>(337,997)</b>	<b>(980,567)</b>	<b>(154,728)</b>	<b>(825,839)</b>
<b>PLUS NON-CASH EXPENSE (HIO LOANS)</b>						
<b>PLUS NON-CASH EXPENSE (DEPRECIATION)</b>	<b>0</b>	<b>237,561</b>	<b>237,561</b>	<b>247,610</b>	<b>475,121</b>	<b>227,511</b>
<b>PLUS NON-CASH EXPENSE (Prior Period Adj)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ADJUSTED NET OPERATING INCOME (LOSS)</b>	<b>(453,804)</b>	<b>121,754</b>	<b>(100,436)</b>	<b>(732,957)</b>	<b>320,393</b>	<b>(598,328)</b>

New Agency Structure after FMR (7agency2)

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

		PTD	PTD		YTD	YTD	YTD
		Actual	Budget	Variance	Actual	Budget	Variance
<b>700-0000</b>	<b>REVENUES</b>						
<b>701-0000</b>	<b>TENANT REVENUES</b>						
703-0000	DWELLING RENTS	654,703	614,076	40,627	1,311,631	1,232,657	78,974
703-0500	DWELLING RENTS SUBSIDY	32,701	30,231	2,470	75,637	60,462	15,175
704-0100	LATE FEES	17,820	11,717	6,103	33,122	23,583	9,539
704-0200	LEGAL FEES	(150)	22,562	(22,712)	900	45,124	(44,224)
704-0300	MAINTENANCE FEES	11,506	23,149	(11,644)	17,805	46,298	(28,494)
704-0500	OTHER TENANT REVENUE	1,333	9,077	(7,744)	8,853	13,915	(5,061)
704-0600	BAD DEBT RECOVERY	0	0	0	0	0	0
704-0700	FRAUD RECOVERY REVENUE	175	300	(125)	225	600	(375)
<b>704-9999</b>	<b>TOTAL TENANT REVENUES</b>	<b>718,088</b>	<b>711,112</b>	<b>6,976</b>	<b>1,448,173</b>	<b>1,422,639</b>	<b>25,534</b>
<b>705-0000</b>	<b>HUD GRANTS AND SUBSIDY</b>						
706-0000	REVENUES-HUD SUBSIDY	833,041	747,997	85,045	1,369,029	1,495,993	(126,965)
706-0010	HOUSING ASST PAYMENTS	3,111,298	3,463,693	(352,395)	6,222,611	6,927,385	(704,774)
706-0020	ONGOING ADMIN FEES EARNED	303,204	345,856	(42,652)	597,461	691,712	(94,251)
706-0100	REVENUES - HUD CAPITAL - HARD COSTS	142,655	132,594	10,061	254,765	265,187	(10,422)
706-0200	REVENUES - HUD CAPITAL - SOFT COSTS	129,581	562,698	(433,117)	289,660	1,125,396	(835,735)
<b>706-9999</b>	<b>TOTAL HUD GRANTS AND SUBSIDY</b>	<b>4,519,779</b>	<b>5,252,837</b>	<b>(733,058)</b>	<b>8,733,526</b>	<b>10,505,674</b>	<b>(1,772,148)</b>
<b>707-0000</b>	<b>TOTAL FEE REVENUE</b>						
707-0010	MANAGEMENT FEE	180,496	150,427	30,068	360,818	300,854	59,963
707-0030	BOOKKEEPING FEE	48,810	96,398	(47,588)	97,402	192,796	(95,393)
707-0040	FRONT LINE SERVICE FEE	199,810	228,900	(29,090)	366,054	457,800	(91,746)
707-0050	FRONT LINE SERVICE FEE {IT}	42,160	7,364	34,796	57,110	14,728	42,382
<b>707-9999</b>	<b>TOTAL FEE REVENUE</b>	<b>471,276</b>	<b>483,089</b>	<b>(11,813)</b>	<b>881,385</b>	<b>966,178</b>	<b>(84,793)</b>
708-0000	OTHER GOV'T GRANTS/DONATIONS	21,575	58,055	(36,480)	34,402	198,650	(164,248)
<b>708-9999</b>	<b>TOTAL OTHER GOV'T GRANTS DONATIONS</b>	<b>21,575</b>	<b>58,055</b>	<b>(36,480)</b>	<b>34,402</b>	<b>198,650</b>	<b>(164,248)</b>
<b>710-0000</b>	<b>INVESTMENT INCOME</b>						
711-0100	INTEREST INCOME - MAIN	2,429	2,925	(496)	5,190	5,850	(660)
<b>711-0199</b>	<b>TOTAL INTEREST INCOME - MAIN</b>	<b>2,429</b>	<b>2,925</b>	<b>(496)</b>	<b>5,190</b>	<b>5,850</b>	<b>(660)</b>
711-0200	INTEREST INCOME - OTHER	0	832	(832)	0	1,664	(1,664)
<b>711-0299</b>	<b>TOTAL NON-CASH INT INCOME {HIO}</b>	<b>0</b>	<b>832</b>	<b>(832)</b>	<b>0</b>	<b>1,664</b>	<b>(1,664)</b>
712-0000	INTEREST INCOME - RESTRICTED FUNDS	1,159	90	1,069	2,396	180	2,216
<b>712-1999</b>	<b>INT INCOME - RESTRICT FUNDS</b>	<b>1,159</b>	<b>90</b>	<b>1,069</b>	<b>2,396</b>	<b>180</b>	<b>2,216</b>
<b>714-0000</b>	<b>OTHER INCOME</b>						
715-0000	NON-DWELLING RENTS	37,081	37,566	(485)	80,944	75,132	5,811
715-0100	MISCELLANEOUS INCOME	150	110	40	275	220	55
715-0150	COMMISSION INCOME	6,872	6,638	234	13,761	13,275	485
715-0200	ADMINISTRATIVE FEES	2,158	40	2,118	3,440	80	3,360
715-0300	DONATIONS - GENERAL	2	0	2	5	0	5
715-5000	DEVELOPERS FEES	0	16,667	(16,667)	0	33,333	(33,333)
717-0000	INSURANCE PROCEEDS	0	0	0	0	0	0
<b>719-9999</b>	<b>TOTAL OTHER INCOME</b>	<b>46,263</b>	<b>61,020</b>	<b>(14,758)</b>	<b>98,425</b>	<b>122,041</b>	<b>(23,616)</b>
<b>799-9999</b>	<b>TOTAL REVENUES</b>	<b>5,780,569</b>	<b>6,569,961</b>	<b>(789,392)</b>	<b>11,203,498</b>	<b>13,222,876</b>	<b>(2,019,379)</b>
<b>900-0000</b>	<b>EXPENSES</b>						
<b>900-0100</b>	<b>OPERATING EXPENSES</b>						
<b>901-0000</b>	<b>ADMINISTRATIVE EXPENSES</b>						
<b>910-0000</b>	<b>ADMINISTRATIVE SALARIES</b>						
911-0000	ADMIN SALARIES	515,309	550,893	35,585	903,971	1,101,787	197,816
911-0200	ALLOC ADMIN SALARIES	0	16,200	16,200	(24,737)	32,400	57,137
<b>911-9900</b>	<b>TOTAL ADMIN SALARIES</b>	<b>515,308</b>	<b>567,093</b>	<b>51,785</b>	<b>879,235</b>	<b>1,134,187</b>	<b>254,952</b>
912-0000	AUDIT EXPENSE	8,625	7,112	(1,513)	48,375	14,223	(34,152)
913-0000	MANAGEMENT FEE	180,496	156,650	(23,845)	360,818	313,301	(47,517)
913-0020	BOOKKEEPING FEE	48,810	96,488	47,678	97,402	192,975	95,573

New Agency Structure after FMR (7agency2)

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

		PTD	PTD		YTD	YTD	YTD
		Actual	Budget	Variance	Actual	Budget	Variance
913-0030	NIFA MONITORING FEE	0	394	394	4,020	2,204	(1,816)
<b>913-9999</b>	<b>TOTAL ADMINISTRATIVE FEE</b>	<b>237,931</b>	<b>260,644</b>	<b>22,713</b>	<b>510,615</b>	<b>522,703</b>	<b>12,088</b>
915-0000	ADMIN EMPLOYEE BENEFITS	5,638	5,164	(474)	11,329	10,325	(1,004)
915-0100	ALLOC ADMIN EMP BENEFITS	0	3,450	3,450	0	6,900	6,901
915-0600	ER MEDICAL/DENTAL INS - ADMIN	129,671	123,928	(5,743)	254,602	247,856	(6,746)
915-0700	ER PENSION - ADMIN	25,964	31,834	5,870	51,610	63,667	12,058
915-0800	ER TAXES-ADMIN	41,076	43,388	2,313	74,920	86,777	11,857
<b>915-9999</b>	<b>TOTAL ADMIN EMPLOYEE BENEFITS</b>	<b>202,348</b>	<b>207,765</b>	<b>5,416</b>	<b>392,460</b>	<b>415,525</b>	<b>23,065</b>
916-0100	LEGAL SERVICES - OUTSIDE	13,533	7,244	(6,289)	20,722	14,488	(6,234)
916-0200	TRAINING/CONFERENCE	4,032	4,418	386	7,762	8,835	1,073
916-0265	STAFF MEETING/RETREAT	576	463	(113)	1,494	925	(569)
916-0300	TRAVEL	66	2,550	2,484	448	5,101	4,653
916-0400	MILEAGE	305	615	310	607	1,230	622
916-0401	ADMIN VEHICLE - FUEL	30	146	116	58	293	234
916-0402	ADMIN VEHICLE - MTCE & REPAIR	0	310	310	144	620	476
916-0410	ADMIN VEHICLE - LICENSE	0	2	2	0	4	4
916-0500	PUBLICATIONS	309	30	(279)	309	61	(248)
916-0600	MEMBERSHIPS	786	3,111	2,325	1,238	6,222	4,983
916-0650	PAYROLL PROCESSING FEE	6,622	4,843	(1,779)	11,824	9,685	(2,139)
916-0700	TELEPHONE	9,085	7,759	(1,326)	12,543	15,518	2,975
916-0751	SAFETY EQUIPMENT/SUPPLIES	3,055	302	(2,753)	5,047	604	(4,443)
916-0753	SAFETY TRAINING	0	10	10	0	20	20
916-0800	LEGAL SERVICES - INTERNAL	0	612	612	24,805	1,225	(23,580)
916-0801	ALLOC INTERNAL LEGAL EXP	0	12,354	12,354	315	24,708	24,392
916-0810	PRINTER SUPPLIES AND EXP	1,751	1,430	(321)	3,229	2,861	(368)
916-0815	SOFTWARE EXP	28,182	26,172	(2,010)	52,187	52,345	158
916-0900	FORMS AND PRINTING	0	191	191	0	381	381
916-0950	OFFICE EXPENSE	0	183	183	0	366	366
916-1000	OFFICE FURNISHINGS	0	302	302	2,376	604	(1,772)
916-1001	POSTAGE	6,510	4,217	(2,293)	14,510	8,434	(6,076)
916-1002	OFFICE SUPPLIES	2,534	5,253	2,718	8,371	10,505	2,135
916-1003	OFFICE EQUIPMENT LEASES	3,387	2,393	(995)	5,323	4,786	(537)
916-1004	COMPUTER SUPPLIES	0	117	117	0	234	234
916-1005	COMPUTER EQUIPMENT	6,709	4,391	(2,319)	13,436	8,781	(4,655)
916-1006	NETWORK COMMUNICATION	6,726	6,821	95	10,903	13,643	2,739
916-1007	ADVERTISING /NEWSPAPER ADS	90	166	76	90	332	242
916-1009	EMPLOYEE HIRING & ADMIN EXP	6,295	2,119	(4,176)	6,576	4,232	(2,344)
916-1010	CONSULTING	58,438	39,308	(19,130)	43,373	76,616	33,243
916-1011	BANK FEE	0	656	656	2,284	1,290	(994)
916-1012	SECT 8 PORT OUT ADMIN FEES	1,303	0	(1,303)	1,884	0	(1,884)
916-1014	LATE FEES	474	2	(472)	474	4	(470)
916-1015	MISCELLANEOUS EXPENSE	14	879	865	(486)	1,758	2,244
916-1025	FEES - PERMITS	2,092	35	(2,057)	2,092	70	(2,022)
916-1030	PROPERTY TAX	0	1,747	1,747	0	3,493	3,493
916-1060	RENTAL EXPENSE	1,857	1,659	(197)	(328)	3,319	3,647
916-2000	LAND ACQUISITION EXPENSE	0	31	31	0	62	62
916-3001	IT SUPPORT - CONTR SERV	18,478	20,456	1,977	37,313	40,911	3,598
916-3002	PROFESSIONAL FEES	0	2,500	2,500	0	5,000	5,000
916-3999	PROFESSIONAL/CONTR SERV	0	0	0	189	0	(189)
<b>916-9999</b>	<b>TOTAL OTHER ADMIN EXPENSES</b>	<b>183,242</b>	<b>165,795</b>	<b>(17,446)</b>	<b>291,111</b>	<b>329,563</b>	<b>38,452</b>
918-0010	FRONT LINE SERVICE FEES	0	0	0	0	0	0
919-0000	FEE FOR SERVICE	42,160	8,532	(33,628)	57,110	17,064	(40,047)
<b>919-0999</b>	<b>TOTAL FEE FOR SERVICE</b>	<b>42,160</b>	<b>8,532</b>	<b>(33,628)</b>	<b>57,110</b>	<b>17,064</b>	<b>(40,047)</b>
<b>919-9999</b>	<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>1,180,989</b>	<b>1,209,829</b>	<b>28,840</b>	<b>2,130,532</b>	<b>2,419,041</b>	<b>288,509</b>
<b>920-0500</b>	<b>RESIDENT SERVICES SALARIES</b>						
921-0000	RESIDENT SERVICES SALARIES	4,149	4,067	(82)	7,301	8,134	834
921-0100	RESIDENT SERVICE CASUAL LABOR	6,050	7,450	1,400	12,525	14,900	2,375
<b>921-9990</b>	<b>TOTAL RESIDENT SERV SALARIES</b>	<b>10,199</b>	<b>11,517</b>	<b>1,318</b>	<b>19,826</b>	<b>23,034</b>	<b>3,209</b>

New Agency Structure after FMR (7agency2)

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

		PTD	PTD		YTD	YTD	YTD
		Actual	Budget	Variance	Actual	Budget	Variance
922-0000	RELOCATION EXPENSES	21,288	12,143	(9,145)	100,500	24,286	(76,214)
922-0200	RELOCATION - SECURITY DEPOSITS	793	0	(793)	793	0	(793)
922-0300	RELOCATION - MOVING EXPENSE	115	357	242	244	714	470
922-0400	RELOCATION - UTILITY DEPOSITS	0	0	0	0	0	0
<b>922-9999</b>	<b>TOTAL RELOCATION EXPENSE</b>	<b>22,195</b>	<b>12,500</b>	<b>(9,695)</b>	<b>101,537</b>	<b>25,000</b>	<b>(76,537)</b>
923-0600	ER MEDICAL/DENTAL INS - RES SERV	1,816	280	(1,536)	3,632	560	(3,072)
923-0700	ER PENSION - RES SERV	228	218	(10)	456	436	(20)
923-0800	ER TAXES-RES SERV	329	324	(5)	591	647	56
<b>923-9999</b>	<b>TOTAL RESIDENT SERV EMP BENEFITS</b>	<b>2,373</b>	<b>822</b>	<b>(1,551)</b>	<b>4,680</b>	<b>1,644</b>	<b>(3,036)</b>
924-0000	YOUTH ACTIVITIES	0	0	0	0	0	0
924-0003	YOUTH ACTIVITIES - SCHOLARSHIPS	750	0	(750)	4,782	0	(4,782)
<b>924-0099</b>	<b>TOTAL YOUTH ACTIVITIES</b>	<b>750</b>	<b>0</b>	<b>(750)</b>	<b>4,782</b>	<b>0</b>	<b>(4,782)</b>
924-0100	RESIDENT SERVICES EXPENSE	0	3,206	3,206	0	6,413	6,413
924-0101	RESIDENT SERVICES EVENTS & ACTIVITIES	5,717	0	(5,717)	6,060	0	(6,060)
924-0200	RESIDENT SERV DIRECT FUNDING	(130)	0	130	(130)	0	130
924-0210	RESIDENT FUND - STIPENDS	4,741	1,766	(2,974)	8,797	3,533	(5,264)
924-0230	RESIDENT FUND - MEETING EXPENSES	815	183	(632)	2,258	367	(1,891)
924-0290	RESIDENT FUND - OTHER	3,928	0	(3,928)	3,928	0	(3,928)
<b>924-0299</b>	<b>TOTAL RESIDENT FUND</b>	<b>15,071</b>	<b>5,156</b>	<b>(9,915)</b>	<b>20,914</b>	<b>10,312</b>	<b>(10,601)</b>
924-0300	FRONT LINE SERVICE FEE	156,073	156,628	555	287,031	313,256	26,225
<b>924-9999</b>	<b>TOTAL FEE FOR SERVICE</b>	<b>156,073</b>	<b>156,628</b>	<b>555</b>	<b>287,031</b>	<b>313,256</b>	<b>26,225</b>
<b>925-9900</b>	<b>TOTAL OTHER RESIDENT SERVICES</b>	<b>206,661</b>	<b>186,623</b>	<b>(20,038)</b>	<b>438,770</b>	<b>373,246</b>	<b>(65,524)</b>
<b>925-9999</b>	<b>TOTAL RESIDENT SERVICE EXPENSES</b>	<b>206,661</b>	<b>186,623</b>	<b>(20,038)</b>	<b>438,770</b>	<b>373,246</b>	<b>(65,524)</b>
<b>930-0000</b>	<b>UTILITY EXPENSES</b>						
931-0000	UTILITY - WATER	42,192	42,459	267	80,671	84,931	4,260
932-0000	UTILITY - ELECTRIC	186,914	141,208	(45,706)	381,623	282,401	(99,222)
933-0000	UTILITY - GAS	61,243	45,955	(15,288)	125,529	91,911	(33,618)
938-0000	UTILITY - SEWER	58,418	54,587	(3,831)	113,278	109,174	(4,104)
938-0100	ALLOC SEWER	0	88	88	0	176	176
<b>939-9999</b>	<b>TOTAL UTILITY EXPENSES</b>	<b>348,768</b>	<b>284,297</b>	<b>(64,470)</b>	<b>701,100</b>	<b>568,592</b>	<b>(132,508)</b>
<b>940-0000</b>	<b>TOTAL MAINTENANCE</b>						
<b>940-5000</b>	<b>MAINTENANCE SALARIES</b>						
941-0000	MAINTENANCE SALARIES	236,228	250,799	14,572	432,809	501,599	68,790
941-0100	MAINTENANCE CASUAL LABOR	34,532	15,556	(18,977)	38,865	31,111	(7,754)
941-0200	ALLOC MAINT SALARIES	0	965	965	(44)	1,928	1,973
<b>941-9999</b>	<b>TOTAL MAINTENANCE SALARIES</b>	<b>270,760</b>	<b>267,320</b>	<b>(3,440)</b>	<b>471,629</b>	<b>534,638</b>	<b>63,009</b>
942-0100	APPLIANCES	15,949	17,913	1,964	27,532	35,827	8,295
942-0150	DWELLING EQUIPMENT	675	0	(675)	675	0	(675)
942-0200	PAINT	5,703	7,313	1,609	9,394	14,625	5,232
942-0300	CLEANING SUPPLIES	2,261	3,252	990	4,433	6,503	2,070
942-0400	HVAC MATERIALS	4,151	2,709	(1,442)	7,436	5,418	(2,018)
942-0500	LANDSCAPING MATERIALS	0	401	401	0	802	802
942-0600	PLUMBING MATERIALS	11,599	14,629	3,030	28,739	29,257	519
942-0700	ELECTRICAL MATERIALS	2,608	2,506	(102)	11,648	5,012	(6,636)
942-0800	GASOLINE USAGE FOR MAINT VEHICLES	1,191	3,585	2,394	5,002	7,170	2,168
942-0810	MAINTENANCE VEHICLE - LICENSE	0	0	0	0	0	0
942-0850	PEST CONTROL SUPPLIES	2,744	1,686	(1,058)	6,187	3,371	(2,816)
942-0900	MAINTENANCE TOOLS	2,978	2,376	(603)	5,054	4,751	(303)
942-1000	MAINTENANCE MATERIALS	25,490	38,212	12,722	59,835	76,424	16,588
942-1010	MAINTENANCE EQUIPMENT	60	677	617	1,510	1,354	(156)
942-1050	Early Pay Discount	(72)	0	72	(91)	0	91
<b>942-9900</b>	<b>TOTAL MAINTENANCE MATERIALS</b>	<b>75,337</b>	<b>95,258</b>	<b>19,921</b>	<b>167,354</b>	<b>190,516</b>	<b>23,162</b>
943-0100	ELEVATORS - CONTRACTED SERV	11,141	12,685	1,544	1,080	25,370	24,290
943-0200	HVAC - CONTRACTED SERV	24,773	90,825	66,052	46,590	181,650	135,061
943-0300	LAWNS - CONTRACTED SERV	0	13,327	13,327	0	26,654	26,654
943-0400	MATS/UNIFORMS - CONTRACTED SVCE	637	576	(61)	757	1,152	394

New Agency Structure after FMR (7agency2)

**Budget Comparison**

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		PTD	PTD		YTD	YTD	YTD
		Actual	Budget	Variance	Actual	Budget	Variance
943-0500	PEST CONTROL - CONTRACTED SERV	700	0	(700)	700	0	(700)
943-0600	SNOW REMOVAL - CONTRACTED SERV	48,690	19,616	(29,074)	54,218	45,922	(8,295)
943-0700	TRASH - CONTRACTED SERV	20,067	19,422	(645)	62,607	38,843	(23,764)
943-0750	LANDFILL FEES - CONTRACTED SERV	120	457	336	287	913	626
943-0800	CLEANING - CONTRACTED SERV	48,730	59,674	10,944	114,205	119,348	5,143
943-0900	PAINTING - CONTRACTED SERV	25,767	11,004	(14,764)	32,737	22,007	(10,730)
943-1000	ARBORIST - CONTRACTED SERV	1,800	7,994	6,194	1,800	15,988	14,188
943-1100	FLOORING REPL - CONTRACTED SERV	16,596	25,326	8,730	32,039	50,651	18,612
943-1200	OUTDOOR CLEANING - CONTRACTED SERV	0	33	33	4,650	65	(4,585)
943-1300	CONCRETE WORK - CONTRACTED SERV	4,305	4,646	341	4,305	9,292	4,987
943-1400	ELECTRICAL - CONTRACTED SERV	6,510	10,601	4,091	10,681	21,202	10,521
943-1500	LANDSCAPE - CONTRACTED SERV	300	23,096	22,796	300	46,192	45,892
943-1600	PLUMBING - CONTRACTED SERV	16,680	21,528	4,848	28,766	43,056	14,290
943-1700	ROOF REPAIRS - CONTRACTED SERV	0	48,695	48,695	0	97,390	97,390
943-1710	EXTERIOR REPAIRS - CONTRACTED SERV	0	44,037	44,037	8,402	88,075	79,673
943-1800	VEHICLE MAINTENANCE & REPAIR	2,975	4,946	1,971	8,325	9,893	1,567
943-1850	MAINTENANCE EQUIPMENT REPAIR	0	831	831	0	1,661	1,661
943-1900	WINDOWS/DOORS REPL - CONTRACTED SERV	11,397	45,832	34,435	14,347	91,663	77,316
943-1950	VACANT TURNOVER - CONTRACTED SERV	0	270	270	11,900	540	(11,360)
943-2000	INSPECTIONS - CONTRACTED SERV	1,230	2,594	1,364	3,440	5,187	1,747
943-2200	INTERIOR REPAIRS - CONTRACTED SERV	15,644	93,147	77,504	16,344	186,294	169,951
943-2300	Fire Safety - Contracted Services	12,899	12,894	(6)	28,993	25,787	(3,205)
943-2600	HAZMAT - CONTRACTED SERV	15,125	36,337	21,212	29,895	72,674	42,779
943-2800	RADON - CONTRACTED SERV	0	0	0	0	0	0
943-3100	ALLOC INSPECTIONS EXPENSE	0	2,173	2,173	0	4,346	4,346
<b>943-9999</b>	<b>TOTAL MAINT SERVICES AND CONTRACTS</b>	<b>286,085</b>	<b>612,563</b>	<b>326,478</b>	<b>517,368</b>	<b>1,231,817</b>	<b>714,448</b>
945-0000	MAINTENANCE EMPLOYEE BENEFITS	(20)	71	91	23	142	119
945-0100	ALLOC MAINT EMP BENEFITS	0	(2,663)	(2,663)	(19)	(5,327)	(5,308)
945-0600	ER MED/DENTAL INS - MAINT	67,706	63,386	(4,320)	130,698	126,770	(3,927)
945-0700	ER PENSION - MAINT	11,748	13,212	1,464	24,121	26,424	2,303
945-0800	ER TAXES - MAINT	18,869	17,518	(1,351)	35,921	35,035	(886)
945-1600	ER MED/DENTAL INS - GROUND CREW	0	3,700	3,700	0	7,400	7,400
945-1700	ER PENSION - GROUND CREW	0	555	555	0	1,110	1,110
945-1800	ER TAXES - GROUND CREW	0	10,886	10,886	0	21,772	21,772
<b>945-9100</b>	<b>TOTAL MAINT EMPLOYEE BENEFITS</b>	<b>98,302</b>	<b>106,664</b>	<b>8,361</b>	<b>190,744</b>	<b>213,327</b>	<b>22,583</b>
<b>949-9999</b>	<b>TOTAL MAINTENANCE EXPENSES</b>	<b>730,484</b>	<b>1,081,804</b>	<b>351,320</b>	<b>1,347,095</b>	<b>2,170,297</b>	<b>823,202</b>
<b>950-0000</b>	<b>PROTECTIVE SERVICE EXPENSES</b>						
<b>950-0100</b>	<b>PROTECTIVE SERVICE SALARIES</b>						
951-0000	SECURITY SALARY	14,992	34,000	19,008	26,313	68,000	41,687
<b>951-0199</b>	<b>TOTAL PROTECTIVE SERV SALARIES</b>	<b>14,992</b>	<b>34,000</b>	<b>19,008</b>	<b>26,313</b>	<b>68,000</b>	<b>41,687</b>
951-0200	FRONT LINE SERVICE FEES	43,738	50,524	6,786	79,023	101,048	22,025
<b>951-9999</b>	<b>TOTAL FEE FOR SERVICE</b>	<b>43,738</b>	<b>50,524</b>	<b>6,786</b>	<b>79,023</b>	<b>101,048</b>	<b>22,025</b>
952-0000	GUARDS - CONTRACTED SECURITY	574	0	(574)	9,544	0	(9,544)
952-0100	SECURITY & MONITORING	29,834	1,534	(28,300)	8,119	3,068	(5,051)
952-0300	SECURITY - CONTRACTED SERV	1,087	4,242	3,155	1,087	8,483	7,396
953-0000	SECURITY EQUIPMENT & MATERIALS	32,648	4,343	(28,306)	37,659	8,686	(28,974)
<b>953-9999</b>	<b>TOTAL SECURITY EXPENSE</b>	<b>64,143</b>	<b>10,118</b>	<b>(54,025)</b>	<b>56,409</b>	<b>20,237</b>	<b>(36,172)</b>
955-0600	ER MEDICAL/DENTAL INS - SECURITY	4,870	5,000	130	9,484	10,000	516
955-0700	ER PENSION - SECURITY	604	1,870	1,266	1,284	3,740	2,456
955-0800	ER TAXES - SECURITY	1,249	2,720	1,471	2,228	5,440	3,212
<b>955-9999</b>	<b>TOTAL SECURITY EMPLOYEE BENEFITS</b>	<b>6,723</b>	<b>9,590</b>	<b>2,867</b>	<b>12,995</b>	<b>19,180</b>	<b>6,185</b>
<b>959-9999</b>	<b>TOTAL PROTECT SERVICE EXPENSES</b>	<b>129,596</b>	<b>104,233</b>	<b>(25,364)</b>	<b>174,740</b>	<b>208,465</b>	<b>33,725</b>
<b>960-0000</b>	<b>GENERAL EXPENSES</b>						
<b>960-0100</b>	<b>INSURANCE EXPENSES</b>						
961-0000	INSURANCE - LIABILITY	25,975	27,056	1,081	52,585	54,113	1,528
961-0050	INSURANCE - PROPERTY	111,153	64,626	(46,528)	222,307	129,251	(93,055)
961-0100	INSURANCE - WORKERS COMP	26,326	23,790	(2,536)	26,326	47,580	21,254

New Agency Structure after FMR (7agency2)

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		PTD			YTD		
		Actual	Budget	Variance	Actual	Budget	Variance
<b>961-9999</b>	<b>TOTAL INSURANCE EXP</b>	<b>163,454</b>	<b>115,472</b>	<b>(47,982)</b>	<b>301,218</b>	<b>230,945</b>	<b>(70,273)</b>
964-0000	BAD DEBT EXPENSE	37,228	20,270	(16,958)	87,726	40,540	(47,186)
<b>964-9999</b>	<b>TOTAL BAD DEBT EXPENSE</b>	<b>37,228</b>	<b>20,270</b>	<b>(16,958)</b>	<b>87,726</b>	<b>40,540</b>	<b>(47,186)</b>
967-0000	MORTGAGE INTEREST	6,222	0	(6,222)	12,059	0	(12,059)
<b>967-0190</b>	<b>TOTAL LOAN INTEREST</b>	<b>6,222</b>	<b>0</b>	<b>(6,222)</b>	<b>12,059</b>	<b>0</b>	<b>(12,059)</b>
<b>969-9999</b>	<b>TOTAL GENERAL EXPENSES</b>	<b>206,904</b>	<b>135,742</b>	<b>(71,162)</b>	<b>401,003</b>	<b>271,484</b>	<b>(129,518)</b>
<b>972-9990</b>	<b>TOTAL OPERATING EXPENSES</b>	<b>2,803,403</b>	<b>3,002,529</b>	<b>199,126</b>	<b>5,193,241</b>	<b>6,011,126</b>	<b>817,885</b>
<b>972-9995</b>	<b>NON-OPERATING EXPENSES</b>						
<b>972-9999</b>	<b>HAP EXPENSES</b>						
973-0000	HAP EXPENSE	3,351,922	3,250,846	(101,076)	6,542,399	6,501,692	(40,707)
973-0200	HAP EXPENSE - PORTABLE	25,309	38,333	13,024	30,151	76,667	46,516
973-0500	UTILITY REIMBURSEMENT	171,089	143,404	(27,685)	319,648	286,807	(32,841)
<b>973-9999</b>	<b>TOTAL HAP EXPENSES</b>	<b>3,548,320</b>	<b>3,432,583</b>	<b>(115,737)</b>	<b>6,892,198</b>	<b>6,865,166</b>	<b>(27,032)</b>
974-0000	DEPRECIATION EXPENSE	0	237,561	237,561	247,610	475,121	227,511
<b>974-0299</b>	<b>TOTAL DEPR &amp; AMORT EXPENSE</b>	<b>0</b>	<b>237,561</b>	<b>237,561</b>	<b>247,610</b>	<b>475,121</b>	<b>227,511</b>
<b>979-9900</b>	<b>TOTAL NON-OPERATING EXPENSES</b>	<b>3,548,320</b>	<b>3,670,144</b>	<b>121,824</b>	<b>7,139,808</b>	<b>7,340,288</b>	<b>200,480</b>
<b>979-9999</b>	<b>TOTAL EXPENSES</b>	<b>6,351,723</b>	<b>6,672,672</b>	<b>320,949</b>	<b>12,333,049</b>	<b>13,351,414</b>	<b>1,018,365</b>
999-0010	INTERPROJECT EXCESS CASH TRANSFER IN	0	1,439	(1,439)	0	2,878	(2,878)
999-0030	TRANSFERS BET PROGRAMS & PROJECTS - IN	834,671	269,684	564,987	866,305	539,368	326,936
999-0040	TRANSFERS BET PROGRAMS & PROJECTS - OUT	717,320	284,218	(433,102)	717,320	568,437	(148,884)
999-0100	OPERATING TRANSFER - IN	0	0	0	24,614	0	24,614
999-0110	OPERATING TRANSFER - OUT	0	0	0	24,614	0	(24,614)
<b>999-0999</b>	<b>TOTAL TRANSFERS</b>	<b>(117,350)</b>	<b>13,095</b>	<b>130,445</b>	<b>(148,984)</b>	<b>26,190</b>	<b>175,174</b>
<b>999-9990</b>	<b>NET OPERATING INCOME (LOSS)</b>	<b>(453,804)</b>	<b>(115,807)</b>	<b>(337,997)</b>	<b>(980,567)</b>	<b>(154,728)</b>	<b>(825,839)</b>

Public Housing (7pubhsg)  
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	PTD	PTD	PTD	YTD	YTD	YTD	YTD	
	Actual	Budget	Variance	Last Year	Actual	Budget	Variance	Last Year
<b>700-0000 REVENUES</b>								
<b>701-0000 TENANT REVENUES</b>								
704-9999 TOTAL TENANT REVENUES	620,932	591,034	29,897	645,284	1,240,349	1,182,068	58,281	1,269,745
<b>705-0000 HUD GRANTS AND SUBSIDY</b>								
706-9999 TOTAL HUD GRANTS AND SUBSIDY	833,041	747,997	85,045	755,954	1,369,029	1,495,993	(126,965)	1,511,908
708-9999 TOTAL OTHER GOV'T GRANTS DONATIONS	0	16,173	(16,173)	0	0	32,346	(32,346)	49,764
<b>710-0000 INVESTMENT INCOME</b>								
711-0199 TOTAL INTEREST INCOME - MAIN	2,247	2,925	(678)	2,310	4,800	5,850	(1,050)	4,948
711-0299 TOTAL NON-CASH INT INCOME {HIO}	0	832	(832)	0	0	1,664	(1,664)	0
712-1999 INT INCOME - RESTRICT FUNDS	464	0	464	428	959	0	959	866
<b>714-0000 OTHER INCOME</b>								
719-9999 TOTAL OTHER INCOME	32,563	38,405	(5,842)	18,778	71,631	76,810	(5,179)	104,523
<b>799-9999 TOTAL REVENUES</b>	<b>1,489,247</b>	<b>1,397,366</b>	<b>91,881</b>	<b>1,422,754</b>	<b>2,686,769</b>	<b>2,794,731</b>	<b>(107,963)</b>	<b>2,941,755</b>
<b>900-0000 EXPENSES</b>								
<b>900-0100 OPERATING EXPENSES</b>								
<b>901-0000 ADMINISTRATIVE EXPENSES</b>								
<b>910-0000 ADMINISTRATIVE SALARIES</b>								
911-9900 TOTAL ADMIN SALARIES	82,539	90,476	7,936	71,329	144,095	180,951	36,856	126,486
913-9999 TOTAL ADMINISTRATIVE FEE	125,061	109,249	(15,811)	84,320	282,304	218,499	(63,805)	168,265
915-9999 TOTAL ADMIN EMPLOYEE BENEFITS	30,228	33,245	3,016	40,774	60,990	66,490	5,500	69,561
916-9999 TOTAL OTHER ADMIN EXPENSES	34,147	45,610	11,463	38,660	82,763	89,221	6,457	181,907
919-0999 TOTAL FEE FOR SERVICE	38,270	7,862	(30,408)	12,584	51,841	15,724	(36,117)	41,801
919-9999 TOTAL ADMINISTRATIVE EXPENSES	310,246	286,442	(23,804)	247,668	621,994	570,884	(51,109)	588,020
921-9990 RESIDENT SERV SALARIES	10,199	11,342	1,143	6,400	19,826	22,684	2,859	6,400
922-9999 RELOCATION EXPENSE	0	4,602	4,602	3,025	(1,520)	9,203	10,723	3,988
923-9999 RESIDENT SERV EMP BENEFITS	2,373	822	(1,551)	0	4,680	1,644	(3,036)	0
924-0299 RESIDENT FUND	0	2,521	2,521	0	0	5,042	5,042	225
924-9999 FEE FOR SERVICE	143,137	143,775	638	184,885	263,189	287,549	24,361	305,659
925-9900 TOTAL OTHER RESIDENT SERVICES	155,709	163,061	7,352	194,310	286,174	326,123	39,948	316,271
925-9999 TOTAL RESIDENT SERVICE EXPENSES	155,709	163,061	7,352	194,310	286,174	326,123	39,948	316,271
<b>930-0000 UTILITY EXPENSES</b>								
939-9999 TOTAL UTILITY EXPENSES	328,401	273,273	(55,128)	189,733	658,813	546,546	(112,268)	382,551
<b>940-0000 TOTAL MAINTENANCE</b>								
<b>940-5000 MAINTENANCE SALARIES</b>								
941-9999 TOTAL MAINTENANCE SALARIES	222,099	218,564	(3,535)	200,177	387,910	437,129	49,219	373,786
942-9900 TOTAL MAINTENANCE MATERIALS	58,602	83,909	25,307	72,483	130,107	167,817	37,710	169,712
943-9999 TOTAL MAINT SERVICES AND CONTRACTS	209,188	193,880	(15,308)	157,629	377,153	394,452	17,299	357,349
945-9100 TOTAL MAINT EMPLOYEE BENEFITS	76,618	91,972	15,354	126,819	152,396	183,944	31,548	237,204
949-9999 TOTAL MAINTENANCE EXPENSES	566,508	588,325	21,818	557,108	1,047,566	1,183,342	135,775	1,138,050
<b>950-0000 PROTECTIVE SERVICE EXPENSES</b>								
951-9999 TOTAL FEE FOR SERVICE	40,105	48,477	8,372	58,321	72,644	96,954	24,310	110,995
953-9999 TOTAL SECURITY EXPENSE	10,126	3,999	(6,127)	2,793	14,266	7,997	(6,269)	8,344
959-9999 TOTAL PROTECT SERVICE EXPENSES	50,230	52,476	2,246	61,114	86,910	104,951	18,041	119,339
<b>960-0000 GENERAL EXPENSES</b>								
<b>960-0100 INSURANCE EXPENSES</b>								
961-9999 TOTAL INSURANCE EXP	81,249	79,054	(2,195)	81,880	153,268	158,108	4,840	163,925
964-9999 TOTAL BAD DEBT EXPENSE	30,812	17,751	(13,061)	31,361	77,741	35,502	(42,239)	37,861
969-9999 TOTAL GENERAL EXPENSES	112,061	96,805	(15,255)	113,241	231,009	193,611	(37,399)	201,786
<b>972-9990 TOTAL OPERATING EXPENSES</b>	<b>1,523,154</b>	<b>1,460,383</b>	<b>(62,772)</b>	<b>1,363,173</b>	<b>2,932,468</b>	<b>2,925,456</b>	<b>(7,011)</b>	<b>2,746,018</b>
<b>972-9995 NON-OPERATING EXPENSES</b>								
<b>972-9999 HAP EXPENSES</b>								
973-9999 TOTAL HAP EXPENSES	15,844	14,820	(1,024)	27,249	26,772	29,640	2,868	52,320
974-0299 TOTAL DEPR & AMORT EXPENSE	0	159,814	159,814	175,613	168,549	319,627	151,078	351,226
979-9900 TOTAL NON-OPERATING EXPENSES	15,844	174,634	158,790	202,862	195,321	349,267	153,946	403,545
<b>979-9999 TOTAL EXPENSES</b>	<b>1,538,998</b>	<b>1,635,016</b>	<b>96,018</b>	<b>1,566,035</b>	<b>3,127,789</b>	<b>3,274,724</b>	<b>146,935</b>	<b>3,149,563</b>
999-0999 TOTAL TRANSFERS	0	(108,711)	(108,711)	0	24,614	(217,423)	(242,036)	0
<b>999-9990 NET OPERATING INCOME (LOSS)</b>	<b>(49,751)</b>	<b>(128,939)</b>	<b>79,188</b>	<b>(143,281)</b>	<b>(465,634)</b>	<b>(262,569)</b>	<b>(203,064)</b>	<b>(207,809)</b>

Property = 7pubhsg 7cap

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

	PTD	PTD		YTD	YTD	YTD
	Actual	Budget	Variance	Actual	Budget	Variance
<b>REVENUES</b>	<b>1,489,247</b>	<b>1,397,366</b>	<b>91,881</b>	<b>2,686,769</b>	<b>2,794,731</b>	<b>(107,963)</b>
<b>EXPENSES</b>	<b>1,538,998</b>	<b>1,635,016</b>	<b>96,018</b>	<b>3,127,789</b>	<b>3,274,724</b>	<b>146,935</b>
<b>TRANSFERS</b>	<b>0</b>	<b>(108,711)</b>	<b>(108,711)</b>	<b>24,614</b>	<b>(217,423)</b>	<b>(242,036)</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>(49,751)</b>	<b>(128,939)</b>	<b>79,188</b>	<b>(465,634)</b>	<b>(262,569)</b>	<b>(203,064)</b>
LESS NON-CASH REVENUE (HIO LOANS)	0	832	(832)	0	1,664	(1,664)
PLUS NON-CASH EXPENSE (DEPRECIATION)	0	159,814	159,814	168,549	319,627	151,078
PLUS NON-CASH EXPENSE (Prior Period Adj)	0	0	0	0	0	0
<b>ADJUSTED NET OPERATING INCOME (LOSS)</b>	<b>(49,751)</b>	<b>31,707</b>	<b>238,170</b>	<b>(297,085)</b>	<b>58,722</b>	<b>(352,478)</b>

HIO, Inc. (7hioinc)

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

	PTD	PTD		YTD	YTD	YTD
	Actual	Budget	Variance	Actual	Budget	Variance
<b>REVENUES</b>	<b>108,398</b>	<b>115,772</b>	<b>(7,374)</b>	<b>223,422</b>	<b>231,959</b>	<b>(8,537)</b>
<b>EXPENSES</b>	<b>215,598</b>	<b>246,042</b>	<b>30,444</b>	<b>450,547</b>	<b>493,494</b>	<b>42,946</b>
<b>TRANSFERS</b>	<b>(117,350)</b>	<b>(102,635)</b>	<b>14,715</b>	<b>(148,984)</b>	<b>(205,270)</b>	<b>(56,286)</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>10,150</b>	<b>(27,635)</b>	<b>37,785</b>	<b>(78,141)</b>	<b>(56,264)</b>	<b>(21,877)</b>
LESS NON-CASH REVENUE (HIO LOANS - 9TAXOP)	0	0	0	0	0	0
LESS NON-CASH REVENUE (9SEC LOAN FORGIVENESS)	0	0	0	0	0	0
PLUS NON-CASH EXPENSE (HIO LOANS)	0	0	0	0	0	0
PLUS NON-CASH EXPENSE (DEPRECIATION)	0	75,312	75,312	58,443	150,624	92,181
PLUS NON-CASH EXPENSE (Prior Period Adj)	0	0	0	0	0	0
<b>ADJUSTED NET OPERATING INCOME (LOSS)</b>	<b>10,150</b>	<b>47,677</b>	<b>113,097</b>	<b>(19,698)</b>	<b>94,360</b>	<b>70,304</b>

Section 8 Operating (7fin8op)

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

	PTD	PTD		YTD	YTD	YTD
	Actual	Budget	Variance	Actual	Budget	Variance
<b>REVENUES</b>	<b>3,138,293</b>	<b>3,477,452</b>	<b>(339,159)</b>	<b>6,267,853</b>	<b>6,954,903</b>	<b>(687,050)</b>

<b>EXPENSES</b>	<b>3,528,029</b>	<b>3,417,001</b>	<b>(111,029)</b>	<b>6,859,891</b>	<b>6,834,001</b>	<b>(25,890)</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>(389,736)</b>	<b>60,451</b>	<b>(450,187)</b>	<b>(592,038)</b>	<b>120,902</b>	<b>(712,940)</b>
PLUS NON-CASH EXPENSE (Prior Period Adj)	0	0	0	0	0	0
<b>ADJUSTED NET OPERATING INCOME (LOSS)</b>	<b>(389,736)</b>	<b>60,451</b>	<b>(450,187)</b>	<b>(592,038)</b>	<b>120,902</b>	<b>(712,940)</b>

## Section 8 Administrative (7fin8adm)

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

	PTD	PTD		YTD	YTD	YTD
	Actual	Budget	Variance	Actual	Budget	Variance
<b>REVENUES</b>	<b>300,872</b>	<b>377,693</b>	<b>(76,822)</b>	<b>591,921</b>	<b>755,386</b>	<b>(163,465)</b>
<b>EXPENSES</b>	<b>319,964</b>	<b>301,260</b>	<b>(18,703)</b>	<b>601,203</b>	<b>602,520</b>	<b>1,317</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>(19,092)</b>	<b>76,433</b>	<b>(95,525)</b>	<b>(9,282)</b>	<b>152,866</b>	<b>(162,148)</b>
PLUS NON-CASH EXPENSE (DEPRECIATION)	0	1,303	1,303	1,292	2,606	1,314
PLUS NON-CASH EXPENSE (Prior Period Adj)	0	0	0	0	0	0
<b>ADJUSTED NET OPERATING INCOME (LOSS)</b>	<b>(19,092)</b>	<b>77,736</b>	<b>(94,222)</b>	<b>(7,990)</b>	<b>155,472</b>	<b>(160,834)</b>

## Property = 7fdscent

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

	PTD	PTD		YTD	YTD	YTD
	Actual	Budget	Variance	Actual	Budget	Variance
<b>REVENUES</b>	<b>471,370</b>	<b>506,386</b>	<b>(35,016)</b>	<b>888,780</b>	<b>1,095,313</b>	<b>(206,533)</b>
<b>EXPENSES</b>	<b>616,391</b>	<b>662,280</b>	<b>45,888</b>	<b>1,115,194</b>	<b>1,324,529</b>	<b>209,335</b>
<b>TRANSFERS</b>	<b>(717,320)</b>	<b>(59,777)</b>	<b>657,544</b>	<b>(741,934)</b>	<b>(119,554)</b>	<b>622,380</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>572,300</b>	<b>(96,116)</b>	<b>668,416</b>	<b>515,520</b>	<b>(109,662)</b>	<b>625,182</b>
PLUS NON-CASH EXPENSE (DEPRECIATION)	0	1,132	1,132	19,265	2,264	(17,001)
PLUS NON-CASH EXPENSE (Prior Period Adj)	0	0	0	0	0	0
<b>ADJUSTED NET OPERATING INCOME (LOSS)</b>	<b>0</b>	<b>1,132</b>	<b>1,132</b>	<b>19,265</b>	<b>2,264</b>	<b>(17,001)</b>

HIO, Inc. (7hoinc)  
**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysl\_is

	PTD	PTD	PTD	YTD	YTD	YTD	YTD	
	Actual	Budget	Variance	Last Year	Actual	Budget	Variance	Last Year
<b>700-0000 REVENUES</b>								
<b>701-0000 TENANT REVENUES</b>								
704-9999 TOTAL TENANT REVENUES	96,226	101,550	(5,324)	109,000	198,804	203,515	(4,711)	222,622
708-9999 TOTAL OTHER GOV'T GRANTS DONATIONS	0	0	0	0	0	0	0	1,010
712-1999 INT INCOME - RESTRICT FUNDS	695	90	605	398	1,437	180	1,257	845
714-0000 OTHER INCOME								
719-9999 TOTAL OTHER INCOME	11,477	14,132	(2,656)	11,711	23,181	28,264	(5,084)	23,471
<b>799-9999 TOTAL REVENUES</b>	<b>108,398</b>	<b>115,772</b>	<b>(7,374)</b>	<b>121,109</b>	<b>223,422</b>	<b>231,959</b>	<b>(8,537)</b>	<b>247,948</b>
<b>900-0000 EXPENSES</b>								
<b>900-0100 OPERATING EXPENSES</b>								
<b>901-0000 ADMINISTRATIVE EXPENSES</b>								
<b>910-0000 ADMINISTRATIVE SALARIES</b>								
911-9900 TOTAL ADMIN SALARIES	2,663	13,027	10,365	7,352	3,020	26,054	23,035	11,941
913-9999 TOTAL ADMINISTRATIVE FEE	23,106	12,894	(10,212)	12,057	40,481	27,202	(13,279)	29,909
915-9999 TOTAL ADMIN EMPLOYEE BENEFITS	1,213	3,942	2,728	4,150	3,746	7,882	4,136	3,364
916-9999 TOTAL OTHER ADMIN EXPENSES	5,277	8,316	3,039	8,381	9,170	16,632	7,461	55,600
919-0999 TOTAL FEE FOR SERVICE	3,890	670	(3,220)	1,132	5,269	1,340	(3,929)	1,680
919-9999 TOTAL ADMINISTRATIVE EXPENSES	36,149	38,848	2,699	33,072	61,686	79,110	17,424	102,493
921-9990 RESIDENT SERV SALARIES	0	175	175	0	0	350	350	0
922-9999 RELOCATION EXPENSE	0	5,033	5,033	0	0	10,066	10,066	0
924-0299 RESIDENT FUND	0	191	191	0	0	382	382	0
924-9999 FEE FOR SERVICE	12,936	12,853	(82)	15,397	23,843	25,706	1,864	22,820
925-9900 TOTAL OTHER RESIDENT SERVICES	12,936	18,252	5,317	15,397	23,843	36,505	12,662	22,820
925-9999 TOTAL RESIDENT SERVICE EXPENSES	12,936	18,252	5,317	15,397	23,843	36,505	12,662	22,820
<b>930-0000 UTILITY EXPENSES</b>								
939-9999 TOTAL UTILITY EXPENSES	14,138	11,013	(3,126)	10,646	30,842	22,022	(8,820)	21,056
<b>940-0000 TOTAL MAINTENANCE</b>								
<b>940-5000 MAINTENANCE SALARIES</b>								
941-9999 TOTAL MAINTENANCE SALARIES	31,512	28,549	(2,962)	27,191	56,011	57,097	1,086	42,559
942-9900 TOTAL MAINTENANCE MATERIALS	10,876	10,825	(50)	10,636	16,791	21,651	4,860	22,201
943-9999 TOTAL MAINT SERVICES AND CONTRACTS	20,929	27,998	7,069	24,715	37,728	55,996	18,268	68,703
945-9100 TOTAL MAINT EMPLOYEE BENEFITS	10,793	9,307	(1,487)	11,490	17,042	18,612	1,570	24,825
949-9999 TOTAL MAINTENANCE EXPENSES	74,110	76,679	2,569	74,032	127,572	153,356	25,784	158,287
<b>950-0000 PROTECTIVE SERVICE EXPENSES</b>								
951-9999 TOTAL FEE FOR SERVICE	3,633	2,047	(1,586)	3,595	6,379	4,094	(2,285)	6,141
953-9999 TOTAL SECURITY EXPENSE	3,852	502	(3,350)	493	4,767	1,004	(3,763)	2,605
959-9999 TOTAL PROTECT SERVICE EXPENSES	7,485	2,549	(4,936)	4,088	11,146	5,098	(6,048)	8,746
<b>960-0000 GENERAL EXPENSES</b>								
<b>960-0100 INSURANCE EXPENSES</b>								
961-9999 TOTAL INSURANCE EXP	60,042	16,803	(43,240)	20,046	119,174	33,606	(85,568)	39,707
964-9999 TOTAL BAD DEBT EXPENSE	5,871	2,519	(3,352)	0	9,440	5,038	(4,402)	0
969-9999 TOTAL GENERAL EXPENSES	65,913	19,322	(46,592)	20,046	128,614	38,643	(89,971)	39,707
<b>972-9990 TOTAL OPERATING EXPENSES</b>	<b>210,730</b>	<b>166,663</b>	<b>(44,067)</b>	<b>157,280</b>	<b>383,703</b>	<b>334,735</b>	<b>(48,968)</b>	<b>353,109</b>
<b>972-9995 NON-OPERATING EXPENSES</b>								
<b>972-9999 HAP EXPENSES</b>								
973-9999 TOTAL HAP EXPENSES	4,868	4,067	(801)	4,703	8,402	8,135	(267)	8,452
974-0299 TOTAL DEPR & AMORT EXPENSE	0	75,312	75,312	63,417	58,443	150,624	92,181	126,835
979-9900 TOTAL NON-OPERATING EXPENSES	4,868	79,379	74,511	68,120	66,845	158,759	91,914	135,287
<b>979-9999 TOTAL EXPENSES</b>	<b>215,598</b>	<b>246,042</b>	<b>30,444</b>	<b>225,401</b>	<b>450,547</b>	<b>493,494</b>	<b>42,946</b>	<b>488,396</b>
<b>999-0999 TOTAL TRANSFERS</b>	<b>(117,350)</b>	<b>(102,635)</b>	<b>14,715</b>	<b>(54,133)</b>	<b>(148,984)</b>	<b>(205,270)</b>	<b>(56,286)</b>	<b>(96,781)</b>
<b>999-9990 NET OPERATING INCOME (LOSS)</b>	<b>10,150</b>	<b>(27,635)</b>	<b>37,785</b>	<b>(50,159)</b>	<b>(78,141)</b>	<b>(56,264)</b>	<b>(21,877)</b>	<b>(143,667)</b>

Section 8 Operating (7fin8op)

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

	PTD	PTD	PTD	YTD	YTD	YTD	YTD	
	Actual	Budget	Variance	Last Year	Actual	Budget	Variance	Last Year
<b>700-0000 REVENUES</b>								
<b>701-0000 TENANT REVENUES</b>								
704-9999 TOTAL TENANT REVENUES	0	100	(100)	0	0	200	(200)	130
<b>705-0000 HUD GRANTS AND SUBSIDY</b>								
706-9999 TOTAL HUD GRANTS AND SUBSIDY	3,116,718	3,473,938	(357,220)	3,022,033	6,233,451	6,947,875	(714,424)	6,050,949
<b>707-0000 TOTAL FEE REVENUE</b>								
707-9999 TOTAL FEE REVENUE	0	3,374	(3,374)	0	0	6,748	(6,748)	0
708-9999 TOTAL OTHER GOV'T GRANTS DONATIONS	21,575	0	21,575	0	34,402	0	34,402	0
<b>714-0000 OTHER INCOME</b>								
719-9999 TOTAL OTHER INCOME	0	40	(40)	0	0	80	(80)	9,308
<b>799-9999 TOTAL REVENUES</b>	<b>3,138,293</b>	<b>3,477,452</b>	<b>(339,159)</b>	<b>3,022,033</b>	<b>6,267,853</b>	<b>6,954,903</b>	<b>(687,050)</b>	<b>6,060,387</b>
<b>900-0000 EXPENSES</b>								
<b>900-0100 OPERATING EXPENSES</b>								
<b>901-0000 ADMINISTRATIVE EXPENSES</b>								
<b>910-0000 ADMINISTRATIVE SALARIES</b>								
911-9900 TOTAL ADMIN SALARIES	0	1,508	1,508	0	0	3,016	3,016	0
913-9999 TOTAL ADMINISTRATIVE FEE	1,950	0	(1,950)	2,126	3,900	0	(3,900)	4,232
915-9999 TOTAL ADMIN EMPLOYEE BENEFITS	0	681	681	0	0	1,362	1,362	0
916-9999 TOTAL OTHER ADMIN EXPENSES	1,303	341	(962)	2,119	1,799	682	(1,117)	142,708
919-9999 TOTAL ADMINISTRATIVE EXPENSES	3,253	2,530	(723)	4,245	5,699	5,060	(639)	146,940
922-9999 RELOCATION EXPENSE	793	0	(793)	1,590	793	0	(793)	11,548
924-0299 RESIDENT FUND	525	3	(522)	0	525	6	(519)	0
925-9900 TOTAL OTHER RESIDENT SERVICES	1,318	3	(1,315)	1,590	1,318	6	(1,312)	11,548
925-9999 TOTAL RESIDENT SERVICE EXPENSES	1,318	3	(1,315)	1,590	1,318	6	(1,312)	11,548
<b>930-0000 UTILITY EXPENSES</b>								
939-9999 TOTAL UTILITY EXPENSES	0	0	0	0	0	0	0	2
<b>940-0000 TOTAL MAINTENANCE</b>								
<b>940-5000 MAINTENANCE SALARIES</b>								
941-9999 TOTAL MAINTENANCE SALARIES	0	506	506	0	0	1,012	1,012	0
943-9999 TOTAL MAINT SERVICES AND CONTRACTS	0	60	60	0	0	120	120	0
945-9100 TOTAL MAINT EMPLOYEE BENEFITS	0	181	181	0	0	362	362	0
949-9999 TOTAL MAINTENANCE EXPENSES	0	747	747	0	0	1,494	1,494	0
<b>960-0000 GENERAL EXPENSES</b>								
<b>960-0100 INSURANCE EXPENSES</b>								
961-9999 TOTAL INSURANCE EXP	0	25	25	0	0	50	50	0
964-9999 TOTAL BAD DEBT EXPENSE	0	0	0	0	0	0	0	(228)
969-9999 TOTAL GENERAL EXPENSES	0	25	25	0	0	50	50	(228)
<b>972-9990 TOTAL OPERATING EXPENSES</b>	<b>4,571</b>	<b>3,305</b>	<b>(1,266)</b>	<b>5,835</b>	<b>7,017</b>	<b>6,610</b>	<b>(407)</b>	<b>158,262</b>
<b>972-9995 NON-OPERATING EXPENSES</b>								
<b>972-9999 HAP EXPENSES</b>								
973-9999 TOTAL HAP EXPENSES	3,523,458	3,413,696	(109,762)	3,284,273	6,852,874	6,827,391	(25,483)	6,514,258
979-9900 TOTAL NON-OPERATING EXPENSES	3,523,458	3,413,696	(109,762)	3,284,273	6,852,874	6,827,391	(25,483)	6,514,258
<b>979-9999 TOTAL EXPENSES</b>	<b>3,528,029</b>	<b>3,417,001</b>	<b>(111,029)</b>	<b>3,290,108</b>	<b>6,859,891</b>	<b>6,834,001</b>	<b>(25,890)</b>	<b>6,672,520</b>
<b>999-9990 NET OPERATING INCOME (LOSS)</b>	<b>(389,736)</b>	<b>60,451</b>	<b>(450,187)</b>	<b>(268,075)</b>	<b>(592,038)</b>	<b>120,902</b>	<b>(712,940)</b>	<b>(612,133)</b>

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysl\_is

	PTD	PTD	PTD	YTD	YTD	YTD	YTD	
	Actual	Budget	Variance	Last Year	Actual	Budget	Variance	Last Year
<b>700-0000 REVENUES</b>								
<b>701-0000 TENANT REVENUES</b>								
704-9999 TOTAL TENANT REVENUES	930	200	730	0	1,860	400	1,460	130
<b>705-0000 HUD GRANTS AND SUBSIDY</b>								
706-9999 TOTAL HUD GRANTS AND SUBSIDY	297,784	335,611	(37,827)	308,017	586,621	671,222	(84,601)	598,452
<b>707-0000 TOTAL FEE REVENUE</b>								
707-9999 TOTAL FEE REVENUE	0	0	0	0	0	0	0	0
708-9999 TOTAL OTHER GOV'T GRANTS DONATIONS	0	41,882	(41,882)	0	0	83,764	(83,764)	98,365
<b>714-0000 OTHER INCOME</b>								
719-9999 TOTAL OTHER INCOME	2,158	0	2,158	42	3,440	0	3,440	421
<b>799-9999 TOTAL REVENUES</b>	<b>300,872</b>	<b>377,693</b>	<b>(76,822)</b>	<b>308,059</b>	<b>591,921</b>	<b>755,386</b>	<b>(163,465)</b>	<b>697,368</b>
<b>900-0000 EXPENSES</b>								
<b>900-0100 OPERATING EXPENSES</b>								
<b>901-0000 ADMINISTRATIVE EXPENSES</b>								
<b>910-0000 ADMINISTRATIVE SALARIES</b>								
911-9900 TOTAL ADMIN SALARIES	125,917	111,491	(14,425)	110,820	222,420	222,982	563	193,463
913-9999 TOTAL ADMINISTRATIVE FEE	79,190	87,168	7,978	84,338	172,061	174,336	2,275	168,753
915-9999 TOTAL ADMIN EMPLOYEE BENEFITS	55,170	42,429	(12,742)	72,959	100,173	84,857	(15,316)	124,354
916-9999 TOTAL OTHER ADMIN EXPENSES	25,374	27,211	1,837	29,522	52,745	54,422	1,677	56,162
919-9999 TOTAL ADMINISTRATIVE EXPENSES	285,651	268,299	(17,352)	297,639	547,400	536,598	(10,802)	542,732
924-0299 RESIDENT FUND	0	128	128	143	0	256	256	143
925-9900 TOTAL OTHER RESIDENT SERVICES	0	128	128	143	0	256	256	143
925-9999 TOTAL RESIDENT SERVICE EXPENSES	0	128	128	143	0	256	256	143
<b>940-0000 TOTAL MAINTENANCE</b>								
<b>940-5000 MAINTENANCE SALARIES</b>								
941-9999 TOTAL MAINTENANCE SALARIES	17,140	19,661	2,521	16,514	27,778	39,322	11,544	28,900
942-9900 TOTAL MAINTENANCE MATERIALS	0	0	0	56	66	0	(66)	56
943-9999 TOTAL MAINT SERVICES AND CONTRACTS	724	1,292	568	0	1,272	2,584	1,312	2,262
945-9100 TOTAL MAINT EMPLOYEE BENEFITS	6,423	5,197	(1,226)	10,376	12,253	10,394	(1,859)	16,588
949-9999 TOTAL MAINTENANCE EXPENSES	24,287	26,150	1,863	26,947	41,369	52,300	10,931	47,806
<b>950-0000 PROTECTIVE SERVICE EXPENSES</b>								
953-9999 TOTAL SECURITY EXPENSE	0	0	0	0	0	0	0	0
959-9999 TOTAL PROTECT SERVICE EXPENSES	0	0	0	0	0	0	0	0
<b>960-0000 GENERAL EXPENSES</b>								
<b>960-0100 INSURANCE EXPENSES</b>								
961-9999 TOTAL INSURANCE EXP	5,876	5,380	(495)	5,390	6,992	10,761	3,769	10,763
969-9999 TOTAL GENERAL EXPENSES	5,876	5,380	(495)	5,390	6,992	10,761	3,769	10,763
<b>972-9990 TOTAL OPERATING EXPENSES</b>	<b>315,814</b>	<b>299,957</b>	<b>(15,856)</b>	<b>330,119</b>	<b>595,761</b>	<b>599,914</b>	<b>4,154</b>	<b>601,444</b>
<b>972-9995 NON-OPERATING EXPENSES</b>								
<b>972-9999 HAP EXPENSES</b>								
973-9999 TOTAL HAP EXPENSES	4,150	0	(4,150)	0	4,150	0	(4,150)	0
974-0299 TOTAL DEPR & AMORT EXPENSE	0	1,303	1,303	1,292	1,292	2,606	1,314	2,585
979-9900 TOTAL NON-OPERATING EXPENSES	4,150	1,303	(2,847)	1,292	5,442	2,606	(2,836)	2,585
<b>979-9999 TOTAL EXPENSES</b>	<b>319,964</b>	<b>301,260</b>	<b>(18,703)</b>	<b>331,412</b>	<b>601,203</b>	<b>602,520</b>	<b>1,317</b>	<b>604,029</b>
<b>999-9990 NET OPERATING INCOME (LOSS)</b>	<b>(19,092)</b>	<b>76,433</b>	<b>(95,525)</b>	<b>(23,353)</b>	<b>(9,282)</b>	<b>152,866</b>	<b>(162,148)</b>	<b>93,339</b>

C/O - after FMR 2016 (7fidscent)

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

	PTD	PTD	PTD	YTD	YTD	YTD	YTD	
	Actual	Budget	Variance	Last Year	Actual	Budget	Variance	Last Year
<b>700-0000 REVENUES</b>								
<b>701-0000 TENANT REVENUES</b>								
704-9999 TOTAL TENANT REVENUES	0	18,228	(18,228)	21,979	7,160	36,456	(29,296)	46,042
<b>705-0000 HUD GRANTS AND SUBSIDY</b>								
706-9999 TOTAL HUD GRANTS AND SUBSIDY	0	0	0	0	0	0	0	0
<b>707-0000 TOTAL FEE REVENUE</b>								
707-9999 TOTAL FEE REVENUE	471,276	479,715	(8,439)	461,064	881,385	959,430	(78,045)	858,255
708-9999 TOTAL OTHER GOV'T GRANTS DONATIONS	0	0	0	0	0	82,540	(82,540)	85,147
<b>710-0000 INVESTMENT INCOME</b>								
711-0199 TOTAL INTEREST INCOME - MAIN	31	0	31	31	67	0	67	66
<b>714-0000 OTHER INCOME</b>								
719-9999 TOTAL OTHER INCOME	63	8,443	(8,380)	0	168	16,887	(16,719)	18,278
<b>799-9999 TOTAL REVENUES</b>	<b>471,370</b>	<b>506,386</b>	<b>(35,016)</b>	<b>483,074</b>	<b>888,780</b>	<b>1,095,313</b>	<b>(206,533)</b>	<b>1,007,788</b>
<b>900-0000 EXPENSES</b>								
<b>900-0100 OPERATING EXPENSES</b>								
<b>901-0000 ADMINISTRATIVE EXPENSES</b>								
<b>910-0000 ADMINISTRATIVE SALARIES</b>								
911-9900 TOTAL ADMIN SALARIES	304,190	350,591	46,402	297,651	509,700	701,183	191,483	518,929
913-9999 TOTAL ADMINISTRATIVE FEE	0	51,333	51,333	0	3,228	102,666	99,438	0
915-9999 TOTAL ADMIN EMPLOYEE BENEFITS	115,736	127,468	11,732	196,190	227,551	254,934	27,383	313,736
916-9999 TOTAL OTHER ADMIN EXPENSES	99,277	57,075	(42,202)	108,973	126,625	114,121	(12,504)	65,317
919-0999 TOTAL FEE FOR SERVICE	0	0	0	132	0	0	0	431
919-9999 TOTAL ADMINISTRATIVE EXPENSES	519,202	586,467	67,265	602,945	867,104	1,172,904	305,800	898,413
921-9990 RESIDENT SERV SALARIES	0	0	0	(15,234)	0	0	0	(5,842)
922-9999 RELOCATION EXPENSE	21,402	2,865	(18,537)	385	100,615	5,731	(94,884)	385
923-9999 RESIDENT SERV EMP BENEFITS	0	0	0	4,368	0	0	0	6,740
924-0099 YOUTH ACTIVITIES	0	0	0	0	0	0	0	0
924-0299 RESIDENT FUND	7,079	2,313	(4,766)	4,214	12,579	4,626	(7,953)	10,388
924-9999 FEE FOR SERVICE	0	0	0	1,800	0	0	0	2,964
925-9900 TOTAL OTHER RESIDENT SERVICES	28,482	5,178	(23,303)	(4,468)	113,194	10,357	(102,837)	14,635
925-9999 TOTAL RESIDENT SERVICE EXPENSES	28,482	5,178	(23,303)	(4,468)	113,194	10,357	(102,837)	14,635
<b>930-0000 UTILITY EXPENSES</b>								
939-9999 TOTAL UTILITY EXPENSES	6,229	12	(6,217)	1,831	11,444	24	(11,420)	5,846
<b>940-0000 TOTAL MAINTENANCE</b>								
<b>940-5000 MAINTENANCE SALARIES</b>								
941-9999 TOTAL MAINTENANCE SALARIES	8	39	31	31,446	(70)	78	148	43,688
942-9900 TOTAL MAINTENANCE MATERIALS	1,138	524	(614)	3,341	1,321	1,048	(273)	8,765
943-9999 TOTAL MAINT SERVICES AND CONTRACTS	8,152	9,669	1,517	(10,122)	16,007	19,338	3,331	(10,530)
945-9100 TOTAL MAINT EMPLOYEE BENEFITS	4,468	7	(4,461)	35,958	9,052	14	(9,038)	50,543
949-9999 TOTAL MAINTENANCE EXPENSES	13,767	10,239	(3,528)	60,623	26,309	20,478	(5,831)	92,465
<b>950-0000 PROTECTIVE SERVICE EXPENSES</b>								
<b>950-0100 PROTECTIVE SERVICE SALARIES</b>								
951-0199 TOTAL PROTECTIVE SERV SALARIES	14,992	34,000	19,008	25,491	26,313	68,000	41,687	46,518
951-9999 TOTAL FEE FOR SERVICE	0	0	0	379	0	0	0	651
953-9999 TOTAL SECURITY EXPENSE	3,942	1,451	(2,491)	959	4,182	2,902	(1,280)	1,351
955-9999 TOTAL SECURITY EMPLOYEE BENEFITS	6,723	9,590	2,867	14,130	12,995	19,180	6,185	27,603
959-9999 TOTAL PROTECT SERVICE EXPENSES	25,657	45,041	19,384	40,959	43,490	90,082	46,592	76,123
<b>960-0000 GENERAL EXPENSES</b>								
<b>960-0100 INSURANCE EXPENSES</b>								
961-9999 TOTAL INSURANCE EXP	16,288	14,210	(2,078)	17,388	21,784	28,420	6,636	34,336
964-9999 TOTAL BAD DEBT EXPENSE	545	0	(545)	0	545	0	(545)	0
967-0190 TOTAL LOAN INTEREST	6,222	0	(6,222)	6,163	12,059	0	(12,059)	12,922
969-9999 TOTAL GENERAL EXPENSES	23,055	14,210	(8,845)	23,551	34,388	28,420	(5,968)	47,258
<b>972-9990 TOTAL OPERATING EXPENSES</b>	<b>616,391</b>	<b>661,148</b>	<b>44,756</b>	<b>725,442</b>	<b>1,095,929</b>	<b>1,322,265</b>	<b>226,335</b>	<b>1,134,741</b>
<b>972-9995 NON-OPERATING EXPENSES</b>								
974-0299 TOTAL DEPR & AMORT EXPENSE	0	1,132	1,132	17,914	19,265	2,264	(17,001)	35,827
979-9900 TOTAL NON-OPERATING EXPENSES	0	1,132	1,132	17,914	19,265	2,264	(17,001)	35,827
<b>979-9999 TOTAL EXPENSES</b>	<b>616,391</b>	<b>662,280</b>	<b>45,888</b>	<b>743,356</b>	<b>1,115,194</b>	<b>1,324,529</b>	<b>209,335</b>	<b>1,170,569</b>
999-0999 TOTAL TRANSFERS	(717,320)	(59,777)	657,544	0	(741,934)	(119,554)	622,380	0

C/O - after FMR 2016 (7fidscent)

**Budget Comparison**

Period = Feb 2024

Book = Accrual ; Tree = ysi\_is

	PTD	PTD	PTD	YTD	YTD	YTD	YTD	
	Actual	Budget	Variance	Last Year	Actual	Budget	Variance	Last Year
999-9990 NET OPERATING INCOME (LOSS)	572,300	(96,116)	668,416	(260,282)	515,520	(109,662)	625,182	(162,780)

OHA Foundation (4found)  
**Budget Comparison**  
 Period = Feb 2024  
 Book = Accrual ; Tree = ysi\_is

	PTD	PTD	PTD	YTD	YTD	YTD	YTD
	Actual	Budget	Variance	Last Year	Actual	Budget	Last Year
<b>700-0000 REVENUES</b>							
714-0000 OTHER INCOME							
719-9999 TOTAL OTHER INCOME	2	0	2	25,002	5	0	5
<b>799-9999 TOTAL REVENUES</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>25,002</b>	<b>5</b>	<b>0</b>	<b>5</b>
<b>900-0000 EXPENSES</b>							
<b>900-0100 OPERATING EXPENSES</b>							
<b>901-0000 ADMINISTRATIVE EXPENSES</b>							
913-9999 TOTAL ADMINISTRATIVE FEE	8,625	0	(8,625)	2,500	8,625	0	(8,625)
916-9999 TOTAL OTHER ADMIN EXPENSES	576	0	(576)	328	571	0	(571)
919-9999 TOTAL ADMINISTRATIVE EXPENSES	9,201	0	(9,201)	2,828	9,196	0	(9,196)
924-0099 YOUTH ACTIVITIES	750	0	(750)	44	4,782	0	(4,782)
924-0299 RESIDENT FUND	5,000	0	(5,000)	0	5,000	0	(5,000)
925-9900 TOTAL OTHER RESIDENT SERVICES	5,750	0	(5,750)	44	9,782	0	(9,782)
925-9999 TOTAL RESIDENT SERVICE EXPENSES	5,750	0	(5,750)	44	9,782	0	(9,782)
<b>940-0000 TOTAL MAINTENANCE</b>							
943-9999 TOTAL MAINT SERVICES AND CONTRACTS	0	0	0	2,052	0	0	2,052
949-9999 TOTAL MAINTENANCE EXPENSES	0	0	0	2,052	0	0	2,052
<b>972-9990 TOTAL OPERATING EXPENSES</b>	<b>14,951</b>	<b>0</b>	<b>(14,951)</b>	<b>4,924</b>	<b>18,978</b>	<b>0</b>	<b>(18,978)</b>
<b>972-9995 NON-OPERATING EXPENSES</b>							
974-0299 TOTAL DEPR & AMORT EXPENSE	0	0	0	61	61	0	(61)
979-9900 TOTAL NON-OPERATING EXPENSES	0	0	0	61	61	0	(61)
<b>979-9999 TOTAL EXPENSES</b>	<b>14,951</b>	<b>0</b>	<b>(14,951)</b>	<b>4,985</b>	<b>19,039</b>	<b>0</b>	<b>(19,039)</b>
<b>999-9990 NET OPERATING INCOME (LOSS)</b>	<b>(14,949)</b>	<b>0</b>	<b>(14,949)</b>	<b>20,017</b>	<b>(19,034)</b>	<b>0</b>	<b>(19,034)</b>

## 6.7. Development

# Memorandum

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To: OHA Board of Commissioners  
From: Brian Hansen, General Counsel  
Date: April 4, 2024  
Re: Development Report

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## **Choice Neighborhoods Implementation Grant – Spencer Homes**

Construction of Kennedy Square East is progressing on schedule. Building plans are on file with OHA staff and available upon request.

OHA / Brinshore anticipate closing on Kennedy Square West (MLK Building) the first week of April 2024. This will be the final phase of the North CNI. Kennedy West will consist of 39 units in a four story building. Retail bays will front 30<sup>th</sup> Street and parking for residents will be available on the west side. OHA will provide 16 project based vouchers. The project will be financed with a mix of 9% LIHTC, CDBG-DR funds, CCI funds and deferred developer fees.

## **Choice Neighborhood Implementation Grant – Southside**

Financial closing on the first phase of the Southside Terrace redevelopment is anticipated for April 2024. This phase will consist of a 92 unit multi-family building and has received a 4% LIHTC award from NIFA. HUD has approved the development proposal and due diligence for closing is ongoing. All families have been relocated from the two impacted buildings.

OHA, Brinshore and the City Planning Department met with architects at Holland Basham to begin planning the second phase of replacement housing for Southside. This development will replace the HIO owned townhome development at 61<sup>st</sup> and Arbor known as Arbor Villa. Arbor Villa consists of 18 townhome units on approximately 1.8 acres. The replacement development will consist of 70 mixed income units. The partners applied for 9% LIHTCs and were not selected. The project was selected as an alternate and the partners will be discussing a path forward.

Landon Bone Baker has been procured as the architect for the second phase of on-site replacement housing at Southside Terrace. OHA staff will update the Board as the planning proceeds.

## **Scattered Site Housing**

OHA staff is in the process of evaluating all single family and duplex scattered site units. Units will be divided between those to be retained and repositioned through RAD or project-based vouchers and those to be sold. Resolutions to sell and a resolution to convert these properties through vouchers will be presented to the board in the coming months.

## **Frances Court**

OHA is proceeding with a Rental Assistance Demonstration (RAD) conversion of the public housing units at Frances Court. Frances Court is a 14 unit townhome development located near Center Street and the Field Club Trail at 37<sup>th</sup> and Frances. The units are in good condition and will not require substantial renovation prior to the conversion. The environmental review and physical needs assessment have been completed. Meetings with residents were held in June 2023. The RAD application was submitted in July 2023 and the RAD conversion should be complete in July 2024.

## **RAD Portfolio Application**

OHA staff submitted a RAD application for its entire public housing portfolio in March 2024. The portfolio application does not obligate OHA to proceed with any specific RAD conversions but only reserves a space for OHA's housing units in the RAD program in the event Congress does not reauthorize funding for the program.

## 6.8. Procurement/Contracting/Capital Budgets

# Memorandum



To: The OHA Board of Commissioners  
 From: Jennifer Dexter, Procurement Manager  
 Date: April 4, 2024  
 Re: Procurement Report for April 2024

## Current Procurement Activity

Project	Type	Budget	Action Stage	Anticipated Board Month
Project-Based Voucher	RFP	TBD	Published	As Needed
Residential Home Deck Replacement	IFB	TBD	Published	May
Residential Home Window Replacement	IFB	TBD	Published	May
Single-Family Home Water Heater Replacements	IFB	TBD	Published	May
Lawncare Services	RFP	TBD	Awaiting Board Approval	April
Residential Roofing, Siding and Gutters	IFB	TBD	Awaiting Board Approval	April
Single-Family Home Furnace and Air Conditioner Replacements	IFB	TBD	Awaiting Board Approval	April
Flooring	Increase & Renewal	TBD	Awaiting Board Approval	April
Electrical	Increase & Renewal	TBD	Awaiting Board Approval	April
Generator	Renewal	TBD	Awaiting Board Approval	April
Residential Real Estate Agent	Renewal	TBD	Awaiting Board Approval	April
Inteconnex	Renewal	TBD	Awaiting Board Approval	April

## Contracts Executed – Approved by Previous Board Action

Vendor	Project	Contract Amount	MBE/WBE Section 3
CMIT Solutions of West Omaha	IT Maintenance and Support	\$400,000	MBE/WBE
Door and Windows Guard Systems, Inc.	Vacant Property Security	\$850,000	None
DocuSign	E-Signature Services	\$67,275	None
Plumbrite	Plumbing	\$500,000	None
Gretna Plumbing	Plumbing	\$500,000	None
Hayes Commercial	Plumbing	\$500,000	None
Eyman Plumbing Inc.	Plumbing	\$500,000	None
Helm Mechanical	Plumbing	\$500,000	None
D & W Property Maintenance	Painting	\$350,000	None
K&L Construction	Painting	\$350,000	None
GS Elite Services	Painting	\$350,000	MBE
Ground Zero Services	Painting	\$350,000	MBE
NSRM LLC	Painting	\$350,000	WBE
No Rush with Our Brush	Painting	\$350,000	MBE

Procurements Executed – over \$30,000

Vendor	Project	Project Amount	MBE/WBE Section 3

Projects over \$50,000 Commencing Utilizing Previously Approved Contracted Services

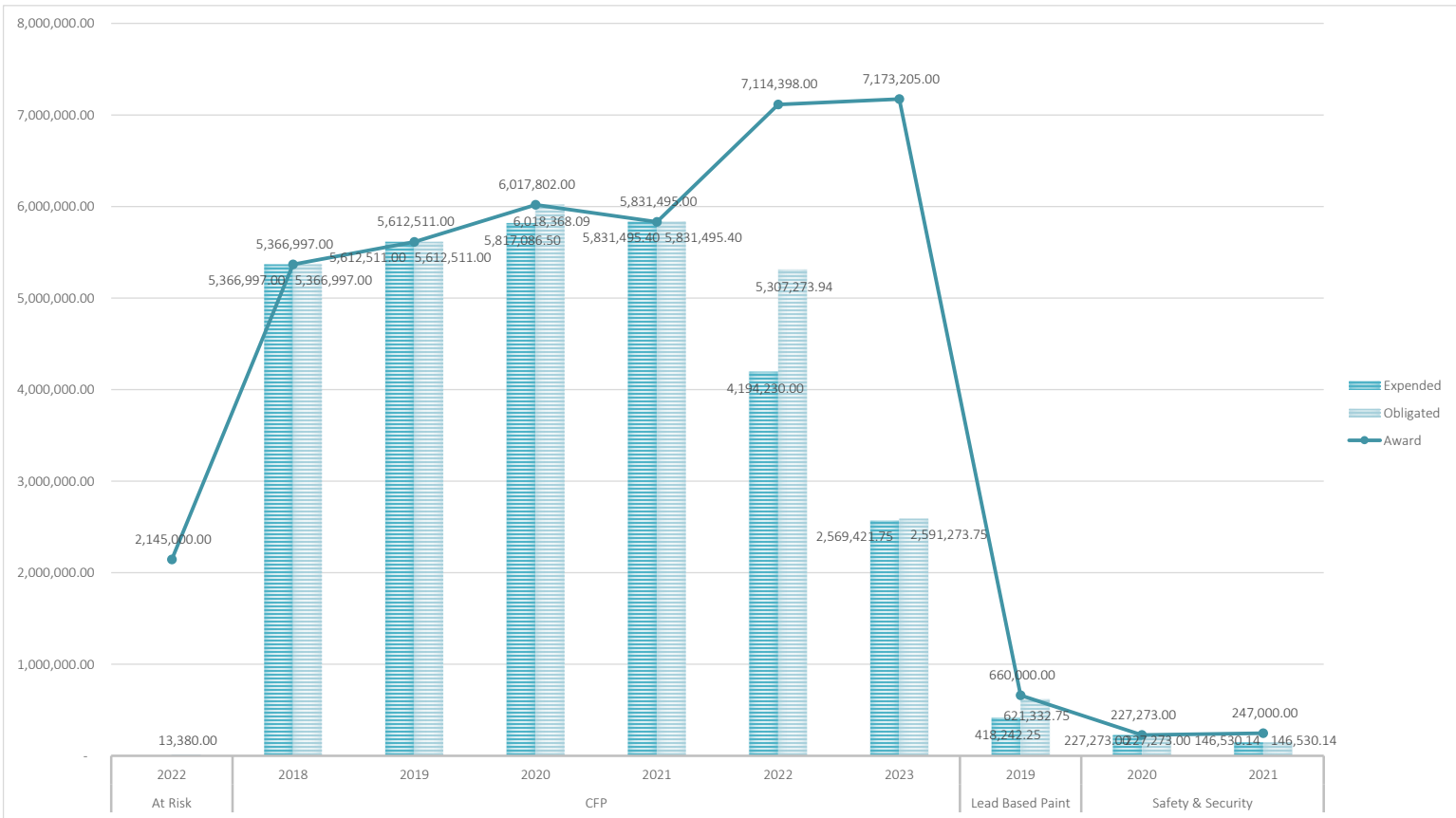
Vendor	Project	Contract Utilized	Project Amount	MBE/WBE Section 3
Hayes Commercial	Crown Tower HVAC repairs	Construction Contractors	\$100,000	none
Omaha Electric	Single-Family Home Electrical Panel Replacement	Electrical	\$64,690	none



# Capital Funds Board Report

3/25/2024

Grant Year	Grant Yr	Start Date	Obligation Date	End Date	Award	Expended	% Expended	Obligated	% Obligated
At Risk	2022	2/8/2023	1/29/2025	1/29/2027	2,145,000			13,380	0.62%
CFP	2018	5/29/2018	5/28/2022	5/28/2024	5,366,997	5,366,997	100.00%	5,366,997	100.00%
CFP	2019	4/16/2019	4/15/2023	4/15/2025	5,612,511	5,612,511	100.00%	5,612,511	100.00%
CFP	2020	3/26/2020	3/25/2024	3/25/2026	6,017,802	5,817,087	96.66%	6,018,368	100.01%
CFP	2021	2/23/2021	2/22/2023	2/22/2025	5,831,495	5,831,495	100.00%	5,831,495	100.00%
CFP	2022	5/12/2022	5/11/2024	5/11/2026	7,114,398	4,194,230	58.95%	5,307,274	74.60%
CFP	2023	2/17/2023	2/16/2025	2/16/2027	7,173,205	2,569,422	35.82%	2,591,274	36.12%
Lead Based Paint	2019	8/30/2019	8/30/2023	8/30/2025	660,000	418,242	63.37%	621,333	94.14%
Safety & Security	2020	4/2/2021	4/1/2022	4/1/2023	227,273	227,273	100.00%	227,273	100.00%
Safety & Security	2021	9/1/2021	9/9/2022	9/9/2023	247,000	146,530	59.32%	146,530	59.32%



## 6.9. Human Resources

# Memorandum



To: The Board of Commissioners

From: Latina Jackson, Director of Human Resources

Date: March 21, 2023

Re: Staffing Report Summary February 24, 2024 – March 21, 2024

## Total Open Positions 15

Position(s)	Number of Positions Open	Department	Status
Case Manager – Intensive Services	1	Intensive Services	Interviewing
Housing Compliance Specialist	1	Compliance	Checking references
Housing Specialist	3	Housing Choice Voucher	Interviewing
Administrative Assistant	1	Public Housing Intake	Checking references
Maintenance Repairer	2	Property Management	Interviewing
Inspection Clerk	1	Inspections	Interviewing
Public Safety Manager	1	Public Safety	Interviewing
Property Manager	1	Property Management	Interviewing
Leasing Coordinator	1	Property Management	Interviewing
Maintenance Manager	1	Property Management	Interviewing
Housing Clerk	1	Public Housing Intake	Checking references
Assistant Property Manager	1	Property Management	Interviewing

## Total New Hires 6

Title	Number of Positions Filled	Department/Location
CFO	1	Finance
Housing Compliance Specialist	2	Compliance
Maintenance Repairer – HVAC	1	Property Management
Case Manager – Intensive Services	1	Intensive Services
HCV Program Coordinator	1	Housing Choice Voucher

## Total Transfers 0

Name	Old Title	New Title	Department	Date

**Total Promotions 1**

<b>Name</b>	<b>Old Title</b>	<b>New Title</b>	<b>Department</b>	<b>Date</b>
Jonetta Henry	Property Manager	FSS Coordinator II	Family & Community Services Dept	TBD

<b>Type of Termination</b>	<b>Number of Employees</b>
Involuntary	2
Voluntary	6

<b>Current Monthly Turnover Rate</b>
4.91%

<b>Annual Turnover Rate (4/2023 – 03/2024)</b>
39.80%

## 6.10. Family and Community Services

*Family and Community Services Department*

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**Synergy of Services = Self-Sufficiency**

**Outreach**

**Academic Achievement**

**Transportation**

**Elderly and Disabled Services**

**Resident Education and Employment**

**Family Self-Sufficiency**

**Homeownership**

**Grants**



*Families Towards Self-Sufficiency*

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***Family and Community Services Department***


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***Family Services and Community Outreach (FSCO) Program***

Goal: The primary goal of the Family Services and Community Outreach Program is to assess, upon lease-up, the needs of public housing residents and strategically connect them to community resources and internal OHA programs that stabilize their housing situations; provide access to education and employment opportunities and offer youth tutoring and mentoring as well as quality services that allow the elderly to age-in-place. Additionally, the FSCO Program assists the overall agency with the collection of non-payment of rent through referral resources; enhanced public safety through resident mediation; formal and informal HCV and Public Housing hearings; incentive transfer; and the development of the Community Service/Section 3 Resident program, Resident Associations, and the Central Advisory Committee.

Snapshot of Services/Referrals	The Impact (Households served)
Home Visits	98
Study Centers (Youth & Adult)/Computer Lab (SS and TSF)	300+
Outreach Efforts	300+
Educational Opportunities (ABE/GED/ESL/Translation services) Adult	12
Employment Referrals (Job Readiness/Employment Leads/Job Placement)	100+
Youth/Adult (Cultural/Recreational/Educational)	100+
Transportation to all activities	200+
Intra-Agency Service Coordination & Support	10
Number of New Enrollment (Case management)	0
Number of New Community Partnerships	4
Number of Cultural/Recreational Activities (Soccer training)	2
Referral to FSS/HOP	6
Food/Nutrition Program (TSF and OPS Summer Program)	500+
Service Coordination with Property Management	34

**Residents' Opportunity for Self-Sufficiency (ROSS) Program:**

The Resident Opportunity for Self-Sufficiency (ROSS) Program is designed to help adults and youth living in public housing set and achieve goals related to economic self-sufficiency. The program is broken down into a set of purposes related to the following:

- Education
- Employment and Job Training
- Health/Wellness

The program is self-directed and self-paced. The ROSS coordinator will collaborate with participants to access these resources. This program will best serve those who are initiative-taking and genuinely interested in improving their current situation.

***Family and Community Services Department***

**Purpose:** To provide case management services to residents living within Omaha Housing Authority communities that focus on strengthening the family and promoting self-sufficiency through supportive services and referrals to community partners.

Snapshot of Services/Referrals	The Impact (Households served)
Caseload to Date	145
New Enrollments	3
TANF Recipients	0
Face-to-Face Contact Visit	79
Virtual Contact Visit	5
Phone Visit	17
ROSS Employment Goals	25
Job Placement	8
Employed Full-Time	32
Employed Part-Time	15
Employment Referrals	19
Education Goals	0
Education Goals Met	95 MCC/UNO
Education Referrals	16
College Enrollment	5
Healthcare Coverage	40
Program Coordination Committee (PCC)	7
New PCC Partners	4

***Resident Education and Employment Program (REEP)***

Goal: The primary goal of the Resident Education and Employment Program (REEP) is to provide meaningful opportunities for Public Housing and Section 8 residents to receive job readiness training, soft and life skill development, post-secondary education, GED/ABE/ESL, job search assistance, and resume preparation. By connecting residents with Metro-area employers, REEP seeks employment opportunities that lead to economic self-sufficiency.

Snapshot of Service Coordination	The Impact (Households served)
Job Placement (DED-Internship through TSF)	29
Job Readiness Training/Referral and Job Fair	Over 100
Direct Employment Leads/Flyers	Over 200
Post-Secondary Education (Certificate Programs/2/4-year University)	177

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**Family and Community Services Department**


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**Family Self-Sufficiency Program (HCV/PH) (FSS)**

Goal: The primary goal of the Family Self-Sufficiency Program is to empower families to become economically self-sufficient. Through intensive case management services, financial literacy counseling, asset development, life skills workshops, goal planning (ITSP), and strategic service coordination through the Program Coordinating Committee (PCC), residents have the skills necessary to live and lead self-sufficient lives.

Snapshot of Service Coordination	The Impact (Households served)
Intensive One-on-One Case Management (HCV & PH)	HCV-149 PH-28
TANF Recipients (Welfare to Work)	HCV-2 PH-0
Recommendation for Graduation	HCV-2 PH-0
Recommendation for Termination	HCV-0 PH-0
Program graduates	HCV-2 H-0
New Enrollment	HCV-3 PH-1
Employment/Job Training/Referrals (YTD)	60
Post-Secondary Education (YTD)	44
Employed full-time (YTD)	HCV-113 PH-15
Financial Literacy (Financial Management & Homeownership Counseling) (YTD)	7
Asset Development (Escrows)	<b>HCV-\$460,686.00</b> <b>PH-\$69,502.00</b> <b>Total-\$530,188.00</b> <b>Forfeiture Total-\$28,684.00</b> <b>HCV-\$21,137.00</b> <b>PH-\$7,547</b>
Life Skills	31
Service Coordination (PCC)	5
In-Person Meetings	22

**How do We Impact OHA and the Community?****ACHIEVEMENTS:**

- 2 HCV/PH tenants were approved for a home mortgage loan this month.
- One FSS tenant closed on a home using their Section Voucher.
- 3 FSS tenants were recommended for graduation this month.
- 2 HCV and 2 PH tenants enrolled in the FSS program this month.
- Currently, 81 OHA tenants are enrolled in either Career Forward or Spring classes at MCC. (Planning and agenda-building for our third cohort of Career Forward. This partnership continues to solidify our relationship with MCC as we pipeline FSS participants and OHA residents into career-centered educational opportunities. The program allows participants to earn college credit toward a degree

**Family and Community Services Department**

*program of their choice while earning an hourly stipend for time spent in the classroom. Support also includes an MCC-assigned coach, scholarship opportunities, and other benefits)*

- *Partnership with Creighton University Center for Promoting Health and Health Equalities to address four areas of focus (Vaccination, Physical Activities, Breastfeeding, and Nutrition)*
- *We continued our partnership with Methodist College Mobile Diabetes Clinic. Nursing students will continue administering free on-site screenings for blood pressure, mass, Pre-diabetes, blood glucose, cholesterol, etc. (March & April events)*
- *Two OHA Resources Fairs are scheduled for Underwood and Crown Towers, with over 15 community organizations attending.*
- *Staff met with the Simple Foundation to continue to strengthen our partnership with TSF and secure opportunities for resident youth, from afterschool and summer programming to paid internship opportunities.*
- *Staff participated in the NAHRO webinar training-Holistic Approach to Client Engagement. In this training, FSS staff learned how to build staff skills through education, technique development, and the application of motivational interviewing and trauma-informed care.*
- *FSS staff participated in the NAHRO webinar training-Nuts and Bolts of Service Coordination. In this training, FSS staff learned case management essentials, the art of developing community resources and collaborations, and how to utilize client-centered communication techniques to build successful relationships with our clients.*
- *Completed OHA's mandatory annual reporting for FSS.*
- *The FSS program used \$525 of the FSS forfeiture fund to help an FSS participant be reconnected her utilities services..*
- *Staff are applying for the multifamily housing service coordination grant.*
- *Staff attended the SSWR 27th Annual Conference in Washington, DC.*
- *Staff met with the UNMC/NM Community Wellness Collaborative to establish a partnership to ensure residents and program participants are notified of health and wellness opportunities, as well as employment and educational opportunities in healthcare. (With this partnership, CWC can be noted as a referring source when participants apply to positions within Nebraska Medicine.)*
- *Staff attended the Hy-Vee Summit Inclusive Business Summit. This event showcased local minority and women-owned businesses in Omaha. It brought together vendors from organizations such as the Greater Omaha Chamber, the Nebraska Business Development Center (Sourcelink), the GROW Nebraska Foundation, SCORE (business mentors), and the US Small Business Administration. Staff networked and gathered resources for clients to serve caseload participants with entrepreneurial goals better.*
- *Partnership with Collective Youth to provide a 2024 summer program to OHA youth.*
- *Partnership with The Simple Foundation to distribute food pantry boxes to 255 SST families on the last Saturday of every month.*
- *Staff participated in a 3-day FSS training through Nan McKay.*
- *Youth involvement remains a top priority for our organization. We have continued to develop and implement programs that empower and engage young people in our community. Last month, we focused on mentorship programs, skills training, educational needs, and leadership development opportunities. This month, we have actively promoted scholarship opportunities to assist 67 deserving high school students in pursuing higher education. Our team has worked diligently to ensure students know these opportunities.*

### **Family and Community Services Department**

- *All educational opportunities have remained a top priority; coordinators have continued to serve students and push toward a better future for all. (18 received the Scott Scholarship this month through UNO & MCC)*
- *The Scott Foundation donated an additional \$15,000 toward one of the OHA students at the University of Nebraska at Kearney.*
- *10 tenants are still enrolled in the MCC GED program.*
- *Continue our partnership with Heart Ministry for International Food Day. (Over 200 families participated)*
- *Family Self-Sufficiency coordinators continued to develop local strategies to connect participating families to public and private resources, increasing their earned income and financial empowerment, reducing or eliminating the need for welfare assistance, and making progress toward economic independence and self-sufficiency.*
- *Ongoing exchange of referrals with the Property Management team to address bedbug/housekeeping issues in the towers. (This month, we are planning a Resource fair at Crown Tower)*
- *Partnership with United Health Care to provide educational information and health disparities workshops throughout OHA's towers. (We hosted two seminars, attended a Resources Fair this month, and served over 55 tenants with their insurance plans.)*
- *GOCA/ENCAP continued to provide critical services to OHA tower residents. (This month, 50 tenants were served)*
- *OHA continued to work with partners to educate tenants about changes to their health care plans (This month, Nitsch Insurance served 35 tenants, and Always At Home Health Care served over 20 tenants).*
- *Continue our distribution of Heart Ministry Fresh Start Laundromat cards and pantry packs to OHA families. (25 Card were distributed this month at SST and Evans tower)*
- *The OHA/TSF Soccer program is at the highest level in its history, with over 600 kids participating throughout the week for all-year-round programming. (22 teams are registered to play in the Alliance Spring League)*
- *Working with Charles Drew, Creighton University, Norvell Home Health Care, and ArchWell Health to address some health disparities in OHA towers.*
- *Continue our monthly follow-up/assessment with current high school seniors (84) on their performance in school, gather information on scholarships, GPAs, and college of interest information.*
- *Continued to work with 178 current OHA/TSF college students at MCC, Loyola University, Utah State, Oral Roberts, Oregon University, Iowa Western, Lincoln University-MO, Jackson State University, UNK, University of Wyoming, UNO, UNL, College of St. Central State Mary's, Creighton University, Southeast Community College, and Central Community College students to receive Scott Foundation Scholarship during the Fall and Spring semester. So far, the Scott Foundation has committed over \$250,000 annually (This month, the 40k was received through Heart Ministry)*
- *Continued our partnership with The Simple Foundation for the 2023-24 school year to provide a safe place, coaching, and learning opportunities to over 500 OHA youth. The Simple Foundation provides daily after-school Learning POD to over 400 OHA students at the Simple building. The program includes educational/technology support, social development, emotional support, and mental health. Students attend from 4 p.m. to 8:00 p.m.; dinner and snacks are provided.*
- *Community Resources and Employment Opportunities-EVONIK, Miktom, Goodwill, Project Warrior, Nebraska Suppliers & Diversity Trade, Urban League Job Fair, Making It Rain Event, HFS Recruitment, MACCH Hiring event, UWM-211, Financial Literacy Workshop, Career Ladder Spring Webinar, Label*

**Family and Community Services Department**

*Standard, Saltdogs flyer, Intercultural Senior Center flyer, Community Health Workers flyer, Shirt Drive, B.A.I.L Office hours, Heartland Juvenile Service Association, Hospitality Industry Webinar, North Omaha Violence & Justice Summit, Charles Drew Community Health Center, One World Community Health Center, DED, DCHD, Creighton University, MCC, UNO, Habitat for Humanity, OPPD, Omaha 360, Empowerment Network, OPS, Nebraska Methodist College, United Way of Midland, TSF, and, Heart Ministry.*

- *OHA staff continues to bridge communication barriers with the Sudanese, Somali, and Somali Bantu populations throughout OHA programs. The most critical topics continue to focus on CNI, CNP, Trash, and Public Safety. (25 tenants served.)*

**UPCOMING EVENTS:**

- *CPHHE-Governance Committee & Journal Club meeting.*
- *EOAA meeting.*
- *Monthly Tenant Association and Central Advisory Council meetings.*
- *CNP & CNI meetings.*
- *Simple Foundation-GO, Global Youth Summit.*
- *Region VII Fair Housing Symposium April 10.*
- *Methodist College Community Engagement.*
- *Upcoming HUD-Webinar (Food & Nutrition, Digital Inclusion, Advancing Overdose Preventive, Using Trauma Inform Skill in Financial Coaching and Residents Social Isolation.*
- *OHA Resource Tour (Crown Tower).*
- *Goodwill Resource Fair.*
- *Celebrate Women's History Month-Diversity Dialogue at Creighton.*
- *OHA's Career Fair.*
- *Mother's Day Event.*
- *Vision Board event with OHA youth.*
- *HCV Briefings to discuss the FSS Program.*
- *HUD FSS office hours.*
- *ROSS PCC meeting.*
- *MCC Earn while Learn cohort onboarding.*
- *HUD-Strong Families Resources Webinar.*
- *2024 HBCU College & Culture Enrichment Tour.*
- *Creighton CPHHE REACH partners meeting.*
- *HWS Budget/Allocation & monthly Partnership meeting.*
- *HWS/Goodwill/Urban League Career/Job Fairs.*
- *Continue recruiting for the FSS and ROSS SC programs.*
- *ORTF-Monthly Housing Committee meeting.*

## 6.11. Legal

# Memorandum



To: OHA Board of Commissioners

From: Brian Hansen, General Counsel

Date: April 4, 2024

Re: Legal Matters

<i>Select Contracting v. OHA</i>	Breach of contract	08/18/23 P Complaint 11/12/23 OHA Answer filed 01/16/24 Proposed scheduling order filed Discovery in process 12/01/24 Estimated trial date	Douglas County District Court	PENDING
<i>Hasani Lee v. OHA</i>	Misc civil complaint	01/02/24 P Complaint filed 02/02/24 OHA filed motion to dismiss 02/05/24 P Motion for default judgment 03/07/24 Hearing on motions	Douglas County District Court	DISMISSED WITH PREJUDICE ON 3/15/24
<i>Henry Lee, Hasani Lee, Toni Wiggins v. OHA</i>	Misc civil complaint	3/5/24 P Complaint filed 3/19/24 Amended Complaint filed 3/21/24 OHA served 4/20/24 OHA answer due	Douglas County District Court	PENDING
<i>Hasani Lee and Toni Wiggins v. OHA</i>	Misc civil complaint	3/21/24 P Complaint filed (not yet served)	Douglas County District Court	PENDING
<i>Cribbs v. OHA</i> <i>Cribbs v. OHA</i>	Negligence et al.	12/29/23 P Complaints filed 02/13/24 OHA counsel filed appearance 02/14/24 P intent to subpoena OFD & OPD	Douglas County District Court	PENDING

## TENANT & PROGRAM PARTICIPANT CLAIMS

CASE	CLAIM	ACTIONS/FILINGS	FORUM	RESOLVED?
<i>Booth v. OHA</i>	Small claims	09/09/22 T filed small claim 09/29/22 OHA transferred to civil court 09/30/22 OHA filed answer 11/02/23 Pretrial hearing continued to 12/07 12/07/23 Pretrial hearing continued to 02/01 04/10/24 Trial	Douglas County County Court	PENDING
<i>Davis v. OHA</i>	T discrimination	05/31/23 NEOC notice of complaint 07/01/23 OHA response submitted 01/19/24 Decision: No Reasonable Cause	NEOC	YES
<i>Carter v. OHA</i>	T discrimination	12/04/23 Notice of charge 01/10/24 OHA response submitted	OHRR	PENDING
<i>Franklin v. OHA</i>	Vacate eviction	10/21/20 Restitution granted to OHA 03/22/21 D files motion to vacate etc. 06/30/21 Motion denied 07/08/21 D files motion to vacate etc. 08/16/21 Motions denied 02/14/24 D files motion to vacate 03/07/24 Hearing scheduled	Douglas County County Court	DISMISSED WITH PREJUDICE ON 3/11/24
<i>Ziska v. OHA</i>	T discrimination	03/11/24 Notice of charge 03/25/24 OHA response submitted	HUD	PENDING
<i>Henry Lee v. OHA</i>	T discrimination	02/06/24 Complaint filed with OHRRD 03/06/24 Indefinite extension received	OHRRD	PENDING

**EMPLOYEE CLAIMS**

CASE	CLAIM	ACTIONS/FILINGS	FORUM	RESOLVED
<i>Harris v. OHA #1</i>	Employment discrimination	12/02/20 NEOC notice of complaint	NEOC	NO
<i>Harris v. OHA #2</i>	Employment discrimination	06/21/21 NEOC notice of complaint	NEOC	NO
<i>Harris v. OHA #3</i>	Employment discrimination	05/09/22 OHA received charge	NEOC	NO
<i>Harris v. OHA #4</i>	Employment discrimination	01/11/24 OHA received charge 03/11/24 OHA response submitted	NEOC	PENDING
<i>Raymer v. OHA</i>	Employment discrimination	07/17/23 OHA received charge 09/15/23 OHA response submitted	NEOC	PENDING
<i>Miller v. OHA</i>	Employment discrimination	06/01/23 NEOC notice of complaint 09/14/23 OHA received charge 10/16/23 OHA response submitted	NEOC	PENDING
<i>Boatman v. OHA</i>	Employment discrimination	12/06/23 OHA received charge 02/01/24 OHA response submitted	NEOC	PENDING
<i>L.A.Thomas v. OHA</i>	Employment discrimination	03/05/24 OHA received charge 04/11/24 OHA response due	NEOC	PENDING
<i>G. Thomas v. OHA</i>	Employment discrimination	3/12/24 OHA received charge 4/29/24 OHA response due	NEOC	PENDING

**FEBRUARY 2024 EVICTION CASES**

	Eviction	Cured/Paid	Moved Out	Other/Dismiss	Pending	Denied	Total
Nonpayment	1	2					
Lease		1					
Criminal/HSW			1	1			
02/24 Totals	1	3	1	1	0	0	6
01/24 Totals	0	0	1	0	0	0	1
2023 Totals	107	191	40	74	0	2	414

7. NEW BUSINESS
8. EXECUTIVE SESSION
9. ADJOURNMENT