

Special Meeting of the Board of  
Commissioners  
Friday, May 10, 2024 12:00 PM  
First Floor Boardroom  
1823 Harney Street  
Omaha, NE 68102

1. ANNOUNCEMENT OF OPEN MEETINGS ACT
2. ROLL CALL
3. PUBLIC COMMENTS
4. ACTION ITEMS
  - 4.1. CONSENT AGENDA ITEMS FOR CONSIDERATION
    - 4.1.1. Resolution 2024-43 OHA Past Due Write-Offs

## April 2024 Write off Report

Property/Resident Codes	Payment Plans	Late Fees on Payment Plans	Legal Fees	Maintenance Charges	Cleaning/Moveout Charges	NSF Fees	Rent	Security Deposits	Grand Total	Explanation of larger balances + \$1200.00
<b>Bayview</b>				<b>4969.17</b>			<b>2593</b>		<b>7562.17</b>	
<b>t0065540</b>				<b>4969.17</b>			<b>2593</b>		<b>7562.17</b>	
	Nov			4969.17			2593		7562.17	two & half month's rents & damages because of SWAT team breaking in when resident's son barricaded himself in after shooting at
<b>Farnam Building</b>				<b>54</b>	<b>15</b>	<b>45</b>	<b>47</b>		<b>161</b>	Door Dash delivery driver
<b>q0065583</b>				<b>54</b>	<b>15</b>	<b>45</b>			<b>114</b>	
	Oct		54	15	45				114	
<b>t0084926</b>							<b>47</b>		<b>47</b>	
	Oct						47		47	
<b>Benson Tower</b>				<b>125</b>	<b>405</b>		<b>1992</b>		<b>2522</b>	
<b>t0084913</b>							<b>139</b>		<b>139</b>	
	Jan						139		139	
<b>x0076595</b>				<b>125</b>	<b>180</b>		<b>838</b>		<b>1143</b>	sixteen months rent at \$50.00 due to court case & property
	Mar	125		180			838		1143	removal charges
<b>Crown Tower</b>					<b>145</b>		<b>256</b>		<b>401</b>	
<b>t0052875</b>					<b>145</b>		<b>256</b>		<b>401</b>	
	Mar			145			256		401	
<b>Evans Tower</b>				<b>70</b>		<b>500</b>	<b>1952</b>		<b>2522</b>	
<b>t0079095</b>				<b>70</b>		<b>500</b>	<b>1952</b>		<b>2522</b>	
	Mar	70				500	1952		2522	seven months rent & property removal charges
<b>Highland Tower</b>					<b>128.05</b>		<b>212</b>		<b>340.05</b>	
<b>t0053216</b>					<b>128.05</b>		<b>212</b>		<b>340.05</b>	
	Apr			128.05			212		340.05	
<b>Jackson Tower</b>				<b>70</b>		<b>270</b>	<b>1783</b>		<b>2123</b>	
<b>t0049341</b>				<b>70</b>		<b>270</b>	<b>1783</b>		<b>2123</b>	
	Mar	70				270	1783		2123	Four months rent & personal property removal
<b>KayJay Tower</b>				<b>35</b>			<b>1035</b>		<b>1070</b>	
<b>t0083766</b>				<b>35</b>			<b>1035</b>		<b>1070</b>	
	Feb	35					1035		1070	four months rent
<b>Park South Tower</b>				<b>320</b>		<b>1290</b>	<b>25</b>	<b>2791.4</b>	<b>4426.4</b>	
<b>q0077864</b>				<b>35</b>			<b>73</b>		<b>108</b>	
	Feb	35					73		108	
<b>t0079213</b>				<b>155</b>		<b>950</b>	<b>344.4</b>		<b>1449.4</b>	

Mar		155				950		344.4	1449.4	six months rent, property removal, & fridge replacement
<b>t0083437</b>		<b>35</b>				<b>140</b>		<b>3</b>	<b>178</b>	
Feb		35				140		3	178	
<b>t0084279</b>		<b>95</b>				<b>200</b>	<b>25</b>	<b>2371</b>	<b>2691</b>	
Feb		95				200	25	2371	2691	six months rent & property removal
<b>Scattered Site North East</b>	<b>800</b>	<b>305</b>	<b>100</b>	<b>99</b>	<b>3290</b>			<b>5011</b>	<b>9605</b>	
<b>t0064134</b>					<b>670</b>				<b>670</b>	
Mar					670				670	
<b>t0069357</b>		<b>130</b>		<b>99</b>	<b>2620</b>			<b>5011</b>	<b>7860</b>	
Mar		130		99	2620			5011	7860	six months rent, property removal, & interior paint(drywall damage, blue walls. Marker on walls)
<b>t0076823</b>	<b>800</b>	<b>175</b>	<b>100</b>						<b>1075</b>	
Mar	800	175	100						1075	Above resident unpaid payment plan
<b>Scattered Site South East</b>		<b>70</b>			<b>3226</b>			<b>4460</b>	<b>7756</b>	
<b>q0062928</b>					<b>976</b>				<b>976</b>	
Mar					976				976	
<b>t0082698</b>		<b>70</b>			<b>2250</b>			<b>4460</b>	<b>6780</b>	
Apr		70			2250			4460	6780	two & half month's rents full painting, drywall damages, cleaning charges personal proeprty removal broken blinds, shades,lights, shelves
<b>Southside Terrace</b>		<b>130</b>			<b>1504</b>	<b>174</b>		<b>9131</b>	<b>10939</b>	
<b>q0059389</b>								<b>655</b>	<b>655</b>	
Feb								655	655	
<b>q0079500</b>								<b>104</b>	<b>104</b>	
Feb								104	104	
<b>t0060163</b>					<b>215</b>			<b>177</b>	<b>392</b>	
Jan					215			177	392	
<b>t0060801</b>		<b>35</b>						<b>3712</b>	<b>3747</b>	
Apr		35						3712	3747	Five & half months of rent
<b>t0074548</b>		<b>25</b>			<b>395</b>			<b>3952</b>	<b>4372</b>	
Jan		25			395			3952	4372	Four months rent & personal property removal
<b>t0084927</b>					<b>894</b>				<b>894</b>	
Jan					894				894	
<b>x0078377</b>		<b>70</b>					<b>174</b>	<b>531</b>	<b>775</b>	
Apr		70					174	531	775	
<b>Underwood Tower</b>							<b>638</b>		<b>638</b>	
<b>t0078895</b>							<b>638</b>		<b>638</b>	
<b>Grand Total</b>	<b>800</b>	<b>1125</b>	<b>100</b>	<b>153</b>	<b>13682.22</b>	<b>2917</b>	<b>25</b>	<b>31263.4</b>	<b>50065.62</b>	

**RESOLUTION 2024-43**  
**AUTHORIZATION TO CHARGE OFF**  
**VACATED TENANT ACCOUNT RECEIVABLES**

**WHEREAS** a list of Charge Off for Vacated Tenant Account Receivables as of April 24,2024 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 \$50,065.62 which represents 27 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 May 2, 2024

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Joanie Poore, Secretary  
Housing Authority of the City of Omaha

4.1.2. Resolution 2024-44 Yardi Contract

**RESOLUTION NO. 2024 – 44**  
**YARDI ANNUAL SOFTWARE LICENSE**

**WHEREAS**, the Housing Authority of the City of Omaha (OHA) has used Yardi Systems housing management software for its public housing, Section 8, and other affordable housing programs since 2003;

**WHEREAS**, the Yardi housing management software system is proprietary software available only from Yardi Systems and is not supported or maintained by third parties;

**WHEREAS**, OHA staff recommends that the Board of Commissioners of the Housing Authority of the City of Omaha approve a contract for the Yardi Systems software license in an amount not to exceed \$325,000.00 for a one-year term, and with an option to renew for three additional one-year terms;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners of the Housing Authority of the City of Omaha hereby authorizes a contract for the Yardi Systems software license in an amount not to exceed \$325,000.00 for a one-year term, and with an option to renew for three additional one-year terms.

\_\_\_\_\_  
Joel Dougherty, Vice 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 May 2, 2024.

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

4.1.3. Resolution 2024-45 Deck Replacement Services

# Memorandum



To: The Board of Commissioners  
From: Charles Karl, Capital Improvements Manager  
Date: May 2<sup>nd</sup>, 2024  
Re: Recommendation for Contract – Deck replacement 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 contracts with HHERS, LLC for \$89,000, and with Pinnacle GC, Inc. for \$44,000 to provide deck replacement services for 25 single-family and plex homes. The contract terms will be a six-month initial period with the option to renew for one additional six-month period, for a total of one year with Board of Commissioner approval.

## **EXPLANATION:**

In 2023, OHA contracted professional home inspections on virtually all single-family homes. Analysis of the inspection reports identified 25 homes in need of deck replacement. OHA staff conducted site visits at all homes and used observations and report data to develop a scope of work for each home, including demolition and replacement of one or more structures at each address.

## **METHOD OF PROCUREMENT:**

OHA invited qualified firms to present bids on a scope of work for deck replacement services. The Invitation for Bid (IFB) was published on 2 consecutive Wednesdays, March 20<sup>th</sup> and March 27<sup>th</sup>, 2024. The solicitation was posted in The Daily Record and 21 local companies were contacted. The pre-bid conference was held on March 28<sup>th</sup>, 2024, with representatives from seven companies attending. OHA received five bids for the IFB prior to the deadline of 2:00 PM CST on April 18<sup>th</sup>, 2024. The bid amounts received are listed on page 2 of this memorandum.

## **PROJECT COST:**

Not to exceed \$133,000 total contract amount, with \$89,000 for 3 lots with a total of 19 homes to HHERS, and \$73,000 for 2 lots with a total of 6 homes to Pinnacle. The total contract amount includes a calculated approximate increase of 12% over the bid amount as an allowance for additional repairs which may result from the contractors’ full inspection of property exterior.

**MBE/WBE & SECTION 3:** HHERS, LLC            MBE  
Pinnacle GC, Inc.        Section 3

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

**SPONSOR(S):**                    Charles Karl, Capital Improvements Manager  
Jennifer Dexter, Procurement Manager

**RECOMMENDED BY:**            Joanie Poore, CEO

Summary of bids received for deck replacement:

	HHERS	Pinnacle	Chris Bourg	Artisan	Future
<i>Lot 1:</i>	\$23,456.96	\$35,344.51	<i>not responsive</i>	\$41,129.20	<i>No bid</i>
<i>Lot 2:</i>	\$37,162.50	\$35,274.19	<i>not responsive</i>	\$49,812.20	<i>No bid</i>
<i>Lot 3:</i>	\$21,286.68	\$26,520.00	<i>not responsive</i>	\$32,668.60	\$36,773.00
<i>Lot 4:</i>	\$34,650.32	\$45,175.92	<i>not responsive</i>	<i>declined award</i>	\$48,893.00
<i>Lot 5:</i>	\$21,465.06	\$4,032.51	<i>not responsive</i>	\$5,000.00	<i>No bid</i>

**RESOLUTION NO. 2024 – 45**  
**CONTRACT FOR DECK REPLACEMENT SERVICES**

**WHEREAS**, OHA desires contracted services to provide deck replacement services for 25 scattered site units;

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

**WHEREAS**, the lowest bids for the work were submitted by HHERS, LLC and Pinnacle GC, Inc.;

**WHEREAS**, staff recommends that the OHA Board of Commissioners approve a contract with HHERS, LLC in an amount not to exceed \$89,000, and for a contract term of six months with the option to renew for one additional six-month term, to provide deck replacement services;

**WHEREAS**, staff recommends that the OHA Board of Commissioners approve a contract with Pinnacle GC, Inc. in an amount not to exceed \$44,000, and for a contract term of six months with the option to renew for one additional six-month term, to provide deck replacement services;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves contracts with HHERS, LLC in an amount not to exceed \$89,000, and Pinnacle GC, Inc. in an amount not to exceed \$44,000, for a contract term of six months with the option to renew for one additional six-month term, to provide deck replacement services.

\_\_\_\_\_  
Joel Dougherty, Vice 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 May 2, 2024.

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

4.1.4. Resolution 2024-46 Water Heater Services

# Memorandum



To: The Board of Commissioners  
From: Charles Karl, Capital Improvements Manager  
Date: May 2<sup>nd</sup>, 2024  
Re: Recommendation for Contract – Water Heater Replacement

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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 Eyman Plumbing, Inc. to provide water heater replacement services for 113 of OHA’s single family homes for an amount not to exceed (NTE) of \$255,000 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 with Board of Commissioner approval.

## **EXPLANATION:**

In 2023, OHA contracted professional home inspections on virtually all single family and plex homes. Analysis of the inspection reports identified 113 homes whose water heaters had reached the end of their useful life and warranted replacement. OHA staff used report data to develop a scope of work including replacement of the water heater, and any additional work needed to bring related venting up to code.

## **METHOD OF PROCUREMENT:**

OHA invited qualified firms to present bids on a scope of work for water heater replacement services. The Invitation for Bid (IFB) was published on 2 consecutive Thursdays: February 22<sup>nd</sup> and February 29<sup>th</sup>, 2024. The solicitation was posted in The Daily Record and 24 local companies were contacted. The pre-bid conference was held on February 29<sup>th</sup>, 2024, with representatives from three companies attending. OHA received 3 bids for the IFB prior to the deadline of 11:00 AM CST on April 1<sup>st</sup>, 2024. The bid amounts are listed on page 2 of this memorandum.

## **PROJECT COST:**

The total contract amount shall not exceed \$255,000. This amount includes a \$90,000 increase over the bid amount as an allowance for chimney liner replacement and additional repairs which may result from the contractor’s full inspection of each home’s water heater location, venting, and related infrastructure. Chimney liner replacement is a separately priced contingency item at \$750 per address. While it’s possible that only a portion of homes will require this service, if every home in the contract requires it, the additional cost over the bid amount would be approximately \$85,000.

**MBE/WBE & SECTION 3:** N/A

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

**SPONSOR(S):** Charles Karl, Capital Improvements Manager  
Jennifer Dexter, Procurement Manager

**RECOMMENDED BY:** Joanie Poore, CEO

Summary of Water Heater Replacement bids by lot:

<b>Lot</b>	<b>Eyman</b>	<b>Plumbrite</b>	<b>HHERS</b>
Lot 1	\$14,710	\$18,520	\$19,000
Lot 2	\$16,290	\$20,372	\$20,900
Lot 3	\$16,236	\$20,372	\$20,900
Lot 4	\$13,239	\$16,668	\$17,100
Lot 5	\$13,239	\$16,668	\$17,100
Lot 6	\$14,765	\$20,372	\$20,900
Lot 7	\$16,181	\$20,372	\$20,900
Lot 8	\$16,181	\$20,372	\$20,900
Lot 9	\$17,816	\$22,224	\$22,800
Lot 10	\$13,239	\$16,668	\$17,100
Lot 11	\$13,239	\$16,668	\$17,100
<i>Chimney Liner</i>	<i>\$750</i>	<i>no bid</i>	<i>\$2,200</i>

**RESOLUTION NO. 2024 – 46**  
**CONTRACT FOR WATER HEATER REPLACEMENT SERVICES**

**WHEREAS**, staff of the Omaha Housing Authority (OHA) requires a contractor to provide water heater replacement services at 113 scattered site properties;

**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 three bids for this project, with the lowest bid submitted by Eyman Plumbing, Inc; and

**WHEREAS**, staff recommends that the OHA Board of Commissioners approve a contract with Eyman Plumbing, Inc. in an amount not to exceed \$255,000, and for a contract term of six-months with an option to renew for two additional six-month terms, to provide water heater replacement 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, Inc. in an amount not to exceed \$255,000, and for a contract term of six-months with an option to renew for two additional six-month terms, to provide water heater replacement services.

\_\_\_\_\_  
Joel Dougherty, Vice 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 May 2, 2024.

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Joanie Poore, Secretary

4.1.5. Resolution 2024-47 Window Replacement Services

# Memorandum



To: The Board of Commissioners  
From: Charles Karl, Capital Improvements Manager  
Date: May 2<sup>nd</sup>, 2024  
Re: Recommendation for Contract – Window Replacement

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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 to provide window replacement services for nine of OHA’s single family homes, for an amount not to exceed (NTE) of \$75,000 total. The contract term will be a six-month initial period with the option to renew for one additional six-month period, for a total of one year with Board of Commissioner approval.

## **EXPLANATION:**

In 2023, OHA contracted professional home inspections on virtually all single family and plex homes. Analysis of the inspection reports identified nine homes in need of window replacement. OHA staff used report data to develop a scope of work including replacement of windows, window trim, and window coverings.

## **METHOD OF PROCUREMENT:**

OHA invited qualified firms to present bids on a scope of work for window replacement services. The Invitation for Bid (IFB) was published on 2 consecutive Wednesdays: March 20<sup>th</sup> and March 27<sup>th</sup>, 2024. The solicitation was posted in The Daily Record and seven local companies were contacted. The pre-bid conference was held on March 28<sup>th</sup>, 2024, with representatives from three companies attending. OHA received six bids for the IFB prior to the deadline of April 11<sup>th</sup>, 2024 at 2:00 PM CST. The bid totals received were:

TCI	Pinnacle	Excel	HHERS	Future	Rife
\$64,848.00	\$74,974.37	\$99,718.00	\$102,999.96	\$104,370.00	\$164,544.00

## **PROJECT COST:**

The total contract amount shall not exceed \$75,000. This amount includes a calculated increase of approximately 15% over the bid amount as an allowance for additional repairs which may result from the contractor’s full inspection of the window openings and adjacent areas.

**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

**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 – 47**  
**CONTRACT FOR WINDOW REPLACEMENT SERVICES**

**WHEREAS**, staff of the Omaha Housing Authority (OHA) requires a contractor to provide window replacement services at nine scattered site properties;

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

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

**WHEREAS**, staff recommends that the OHA Board of Commissioners approve a contract with TCI General Contracting Services, LLC in an amount not to exceed \$75,000, and for a contract term of six-months with an option to renew for one additional six-month term, to provide window replacement 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 in an amount not to exceed \$75,000, and for a contract term of six-months with an option to renew for one additional six-month term, to provide window replacement services.

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Joel Dougherty, Vice 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 May 2, 2024.

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

4.1.6. Resolution 2024-48 Chambers Court Disposition Application

**RESOLUTION NO. 2024 – 48**  
**SUBMISSION OF HUD SECTION 18 DISPOSITION APPLICATION: CHAMBERS COURT**

**WHEREAS**, the Housing Authority of the City of Omaha (OHA) has determined to reposition its public housing portfolio, which may include disposition of public housing properties, in accord with asset management principles and OHA’s mission and OHA’s obligations as steward of limited federal funds;

**WHEREAS**, Chambers Court, located about 2110 N. 16<sup>th</sup> Street and containing 70 total units, has operated at significant loss for several years, which costs are subsidized by OHA and limit the resources available for OHA’s effective operations and services in accord with its mission;

**WHEREAS**, OHA staff in consultation with HUD has determined that disposition of Chambers Court is the best and only option for this property, given its excessive costs;

**WHEREAS**, OHA staff has been planning repositioning options for the Chambers Court for several years and has engaged in consultation with HUD, the OHA Board, the HIO Board, the City of Omaha, the Central Advisory Committee of resident leaders, and the residents of the property;

**WHEREAS**, Chambers Court is owned by Housing in Omaha, Inc. (HIO), and staff will request HIO Board approval for disposition; however submission of a Section 18 application to HUD requires OHA Board approval because it would remove units from OHA’s housing inventory;

**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; and relocation plans; and

**WHEREAS**, OHA staff recommends that the OHA Board of Commissioners authorize OHA staff to submit a Section 18 application to HUD for disposition of Chambers Court;

**NOW, THEREFORE, BE IT RESOLVED THAT** the OHA Board of Commissioners hereby authorizes staff to submit a Section 18 application to HUD for disposition of Chambers Court.

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

ATTEST

I, Joanie Poore, Assistant 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 May 2, 2024.

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

# ERNIE CHAMBERS COURT

2110 N. 16<sup>TH</sup> St

<b>No. Units</b>	<b>70</b>	<b>Building Size</b>	<b>5 Buildings 1- 2092 sq. ft. Bld.2 -40069. Bld. 3 -23796.sq. ft. Bld. 4 21407sq/ ft. Bld. 5 23406</b>
<b>Property Type</b>	<b>Multifamily</b>	<b>Year Built</b>	<b>1909</b>
<b>Property Style</b>	<b>Apartments Walk up</b>	<b>Site Size</b>	<b>3.1571 acres</b>



## Unit Mix Information

<b>Unit Size</b>	<b>Public Housing</b>	<b>Tax Credit</b>	<b>Total</b>
<b>1 BR</b>	<b>0</b>	<b>9</b>	<b>9</b>
<b>2 BR</b>	<b>20</b>	<b>22</b>	<b>42</b>
<b>3 BR</b>	<b>9</b>	<b>4</b>	<b>23</b>
<b>4 BR</b>	<b>3</b>	<b>3</b>	<b>6</b>
<b>Total</b>	<b>32</b>	<b>38</b>	<b>70</b>

4.1.7. Resolution 2024-49 Sale of 2219 Lothrop Street

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made and entered into by and between OMAHA HOUSING AUTHORITY (collectively, “**Seller**”) and SPARK, a Nebraska nonprofit corporation (collectively, “**Purchaser**”) and shall be effective as of the date this Agreement is fully executed by both Seller and Purchaser (the “**Effective Date**”).

### RECITALS

A. Seller is the owner of that certain real property commonly known as 2219 Lothrop Street, Omaha, Nebraska 68110 (Parcel ID #: 1527250000), together with all improvements and fixtures thereon, all privileges, rights, easements, and appurtenances pertaining thereto, including all right, title and interest in and to any adjacent streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to, or used in connection with the Property (the following, together with all of the foregoing, the “**Property**”):

EAST FIFTY THREE FEET (53’) OF LOTS SIX (6) AND SEVEN (7), BLOCK NINETEEN (19), KOUNTZE PLACE AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

B. Purchaser now desires to purchase the Property and Seller agrees to sell the Property to Purchaser subject to the terms and conditions in this Agreement.

**NOW, THEREFORE**, in consideration of, and based upon, the foregoing Recitals and the mutual promises in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Conveyance by Seller. Subject to the terms and conditions in this Agreement, Seller agrees to sell and Purchaser agrees to purchase the Property. Seller agrees to convey title to the Property to Purchaser by special warranty deed free and clear of all liens, encumbrances, and special taxes levied or assessed, except for easements and covenants now of record.

2. Purchase Price. Purchaser agrees to pay for the Property the sum of Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00) (“**Purchase Price**”) on the following terms: Five Thousand and No/100 Dollars (\$5,000.00) as an earnest money deposit (the “**Deposit**”), which Purchaser shall deposit within three (3) business days of the Effective Date with Omni Title Services (the “**Title Company**”) as escrow agent pursuant to this Agreement, and the balance of Purchase Price, subject to prorations and credits provided for in this Agreement, to be paid in cash, cashier’s check, or the wire transfer of immediately available funds in accordance with Purchaser and Seller’s escrow instructions at the time of closing of this transaction and delivery of the special warranty deed (the “**Closing**”).

3. Personal Property. There shall be no personal property included in the sale.

4. Conditions to Purchaser’s Obligation to Close. Purchaser’s obligations under this Agreement are specifically conditioned upon Purchaser’s satisfaction of all of the following conditions:

(a) Title Insurance. Within three (3) business days of the Effective Date, Seller shall request a commitment for title insurance (the “**Title Commitment**”) issued in favor of Purchaser in the amount of the Purchase Price, and agreeing to issue, upon fulfillment of the specific requirements, a policy of title insurance insuring Purchaser’s interest in the Property. Purchaser agrees to deliver, within thirty (30) days of Purchaser’s receipt of the Title Commitment, any objections Purchaser has to Seller’s title to the Property. In the event Purchaser delivers written notice of any meritorious defect(s) in Seller’s title to Seller pursuant to this Section, Seller, after receiving such notice, may elect to either: (i) cure the title defects to which Purchaser objected within thirty (30) days after Seller’s receipt of such notice, or (ii) do nothing. If Seller is not

willing or able to cure the title defects within such thirty (30) day period, Purchaser shall have the right to either: (i) terminate this Agreement and receive a full refund of the Deposit, or (ii) waive the objections and proceed to Closing.

(b) Inspection Period. Within the ninety (90) day period (the "Inspection Period") following the Effective Date, Purchaser, at its expense, shall have the right to conduct an economic feasibility study and inspect, examine or review, as it pertains to the Property, conditions or factors of physical condition, proposed development restrictions and zoning for Purchaser's intended use, surface and subsurface conditions; and environmental matters so as to enable Purchaser to determine the existence of any conditions or factors that would prohibit, in Purchaser's sole and absolute opinion, the economic feasibility, the adequacy or financing of the Property or the marketability thereof to prospective tenants. At Purchaser's option, such inspections, examinations or reviews may be conducted by one or more surveyors, engineers, contractors, appraisers, environmental consultants, accountants or architects, the expense of which shall be borne solely by Purchaser. If Purchaser is not satisfied, in its sole and absolute discretion, with respect to any conditions or factors disclosed by Purchaser's inspections of the Property, then Purchaser may terminate this Agreement, for any reason or no reason, at any time prior to expiration of the Inspection Period and the Deposit shall be refunded to Purchaser including any accrued interest. Purchaser and its agents shall continue to have the right to conduct inspections, re-inspections, analyses and feasibility studies regarding the Property at any time prior to Closing, upon prior notice to Seller.

Seller shall allow Purchaser at all reasonable times during the Inspection Period complete access to the Property. In the event this Agreement is terminated or the transaction contemplated herein does not close for any reason, Purchaser shall, at its sole expense, restore the Property to its former condition. In addition, Seller shall provide Purchaser with access to, and Purchaser shall have the right to copy at Purchaser's sole expense, the following documentation to the extent the same is in Seller's possession (the "Inspection Period Documentation"):

(a) All soils reports, compaction tests, and related data performed or completed to date or other reports or tests, if any, involving the Property.

(b) All environmental reports, if any, engineering reports, if any, surveys, if any, or any other existing information held by Seller relating to the condition of the Property, as reasonably requested by Purchaser.

Purchaser shall repair any damage resulting to the Property resulting from any activities permitted hereunder and will indemnify, defend and hold harmless the Seller from and against and any and all claims, damages, liabilities, costs, fines, and other expenses, including reasonable attorneys' and engineers' fees, incurred by or threatened against the Seller a result of or in connection with Purchaser's exercise or the exercise by Purchaser's contractors, agents, employees, officers, directors, and representatives of the rights granted to Purchaser in this Section 4. The foregoing indemnification and hold harmless agreement will survive the Closing.

If Purchaser terminates this Agreement pursuant to this Section, neither party shall have any further rights or obligations hereunder other than those obligations that are specifically provided to survive termination of this Agreement. If Purchaser fails to terminate this Agreement as set forth in this Section, Purchaser shall be deemed to have waived the contingencies herein and the parties shall proceed to Closing.

5. Costs, Expenses and Prorations. Costs and expenses to be paid by cash, certified or cashier's check, or by wire transfer at or prior to Closing, as follows:

(a) Transfer. Seller agrees to pay the documentary stamp taxes incident to recording the special warranty deed and all fees for recording such deed.

(b) Title and Escrow: Seller and Purchaser agree to each pay one-half of the costs related to the Title Commitment and related title insurance policy and the costs of any escrow fee. Seller shall further pay all costs of correcting defects in title (including any recording fees attributable thereto). Purchaser shall pay all costs associated with endorsements requested by Purchaser on the title insurance policy.

(c) Assessments. Seller agrees to pay any homeowner association dues, if any, and assessments due and payable until time of Closing (as defined below) and any assessments for paving, curb, sidewalk, utilities, or other public improvements that are ordered, under construction, or previously constructed by a public authority as of the date of Closing.

(d) Attorney's Fees. Each party shall pay their own respective attorney's fees, if any, associated with this transaction.

(e) Real Estate Taxes. All consolidated real estate taxes which become delinquent in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the Closing Date.

6. Escrow. Seller and Purchaser agree that the escrow services for this transaction shall be provided by the Title Company. Title Company shall act as a fiduciary for both Seller and Purchaser for those actions contemplated in this Agreement. Title Company is authorized to withhold from Seller's proceeds all sums sufficient to satisfy Seller's obligations under this Agreement. Title Company, unless otherwise directed in writing by the parties, shall not disburse any funds or deliver or record any documents until it has received and unconditionally collected into its escrow account all of the funds required to be paid by this Agreement, determined that all terms of this Agreement have been satisfied and that the requirements for title insurance have been fulfilled.

7. Closing. The Closing shall take place no later than **June 15, 2024** (or on such other date as Purchaser and Seller shall mutually agree) ("**Closing Date**"). This Agreement shall in no manner be construed to convey title to the Property to Purchaser or to give Purchaser any right to take possession thereof prior to the time specified in this Agreement. The Closing shall be handled by the Title Company at the office of the Title Company or at a location or locations otherwise mutually agreeable to the parties, including electronically.

8. Possession. Seller shall deliver possession of the Property at Closing.

9. No Agents. Purchaser and Seller each represent and warrant to the other party that all negotiations relative to this Agreement have been carried on by Purchaser and Seller directly without any person who may be entitled to any brokerage or finder's fee or other commission. Purchaser and Seller agree to hold the other harmless from and indemnify the other against any claim made by any person claiming to have been employed by such party as a broker, finder, or agent in connection with the transaction contemplated by this Agreement.

10. Risk of Loss. Until the Closing Date, Seller shall have all risk of destruction, loss, or damage by fire or other casualty to the Property. Purchaser assumes all risk of destruction, loss, or damage by fire or other casualty to the Property as of Closing.

11. Sanitary and Improvement District. The Property is not located in a Sanitary and Improvement District.

12. Title. Title to the Property is to be taken in the name of SPARK, a Nebraska nonprofit corporation, or as otherwise requested by Purchaser.

13. Time is of the Essence. Time is of the essence with respect to this Agreement.

14. Representations of Seller. Seller represents to Purchaser as of the Effective Date and to be recertified as of Closing, that there are no parties in possession of the Property, or any part thereof, as lessees or sublessees and there are and will be no unrecorded liens created by Seller against any of the Property which will not be satisfied out of the Purchase Price or from other funds of Seller at or prior to Closing.

15. Default. If Purchaser or Seller fails or refuses to consummate this transaction without cause according to the terms of this Agreement, then the Title Company shall, at its option, retain the Deposit until disbursement of the Deposit is agreed upon in writing by Purchaser and Seller, or deposit the Deposit with a court of competent jurisdiction. Upon Purchaser's default under this Agreement, and failure to cure, Seller may, as its sole option, retain the Deposit, which shall be paid to Seller by Title Company, as liquidated damages as Seller's sole remedy; it being the agreement of the parties that upon the happening of such event, Seller may have sustained damages, the exact amount of which would not be easily ascertained and the Deposit is agreed by the parties to be equitable compensation to Seller for the actual loss which may have been sustained.

16. Notices. Any notices required hereunder shall be given either by certified mail, postage prepaid, return receipt requested, by hand delivery, express delivery service or by electronic mail with receipt acknowledged by recipient. Any such notice given by mail shall be deemed given three (3) days after the deposit in the mail as aforesaid; and any notice given by hand delivery, express delivery service, or electronic mail shall be deemed given when received. All notices shall be given to the following addresses and any party may change an address for such notice by notice in accordance with this Section:

Seller:  
Omaha Housing Authority

\_\_\_\_\_

Email: \_\_\_\_\_

Purchaser:  
Spark  
1111 N 13<sup>th</sup> Street  
Suite 311  
Omaha, NE 68102  
Email: \_\_\_\_\_

17. Binding Effect; Benefits. Purchaser shall not assign this Agreement without Seller's consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties to this Agreement or their respective heirs, personal representatives, successors, and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

18. Invalidity. If any provisions of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be impacted thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Issues of Interpretation. Notwithstanding the fact that this Agreement was prepared by the attorney for a party, the parties confirm that they have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the parties. This Agreement shall be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

21. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

22. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter of this Agreement, and no representations or promises have been made by either party except as expressly set forth in this document. This Agreement may not be modified or amended except in writing by both parties.

[NO FURTHER TEXT ON THIS PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**PURCHASER:**

SPARK, a Nebraska nonprofit corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

OMAHA HOUSING AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Acceptance by Escrow Holder:**

Omni Title Services acknowledges that it has received a copy of the fully executed original of the foregoing Real Estate Purchase and Sale Agreement and agrees to act as Title Company and escrow agent thereunder and to be bound by and perform the terms thereof as such terms apply to either Title Company or escrow agent. The escrow agent agrees to accept, hold, return and/or disburse the Deposit referred to in such Agreement strictly in accordance with the provisions thereof.

Dated: March \_\_\_\_, 2024

Omni Title Services

By: \_\_\_\_\_

Name:

Title:



**RESOLUTION NO. 2024 – 49**  
**SALE OF VACANT LOT 2219 LOTHROP**

**WHEREAS**, the Housing Authority of the City of Omaha owns a number of vacant lots acquired several years ago and for which OHA has no immediate or projected future use, including a vacant lot known as 2219 Lothrop Street;

**WHEREAS**, OHA staff have negotiated a purchase agreement with Spark, an Omaha non-profit corporation, for OHA sale of the vacant lot; and

**WHEREAS**, OHA staff recommends the Board of Commissioners approve the sale of 2219 Lothrop Street to Spark for \$17,500.00;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves the sale of 2219 Lothrop Street to Spark for \$17,500.00 and authorizes OHA’s CEO, Joanie Poore, to take such actions and execute such documents as necessary to effect the sale.

\_\_\_\_\_  
Joel Dougherty, Vice 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 May 2, 2024.

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

4.1.8. Resolution 2024-50 Amend Section 32 Applications

# Memorandum

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To: OHA Board of Commissioners  
From: Brian Hansen, General Counsel  
Date: May 2, 2024  
Re: Amend HUD Section 32 approvals regarding 6 units

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## **RECOMMENDED ACTION:**

OHA staff recommends that the Board authorize amendments to Section 32 applications (DDA0008899 and DDA0009818) to remove 6 units from these approved applications.

## **EXPLANATION:**

OHA entered into an MOU with Habitat for Humanity in which OHA agreed to sell certain scattered site units to Habitat for the purpose of promoting affordable homeownership opportunities. OHA received HUD approval for Section 32 disposition of 37 units for this purpose. In 2019-2021, OHA sold 31 units to Habitat. Habitat's priorities and funding changed, and Habitat does not intend to purchase the remaining 6 units approved in OHA's Section 32 applications.

The 6 units were approved by HUD for disposition under Section 32, which is limited to homeownership programs, and our Section 32 homeownership program applications were specific to sale to Habitat. OHA staff recommends that we amend our Section 32 applications, to remove these 6 units. If HUD approves our request, these 6 units would remain in OHA's public housing portfolio and would have the same status as all other OHA public housing units.

2942 MARTHA ST  
2024 N 60 ST  
4835 ERSKINE ST  
5319 N 48 AVE  
6714 N 35 ST  
2533 S 46 AVE

**RECOMMENDED BY:** Joanie Poore, CEO

**RESOLUTION NO. 2024 – 50  
AMENDMENT OF SECTION 32 APPLICATIONS**

**WHEREAS**, OHA received HUD approval of Section 32 homeownership program disposition applications for sale of 37 single-family homes to Habitat for Humanity;

**WHEREAS**, in 2019-2021, OHA sold 31 homes to Habitat, however Habitat’s funding and priorities changed, and Habitat did not purchase the other 6 homes, which are listed by address in the Memo;

**WHEREAS**, OHA wishes to restore the 6 single-family homes to its public housing program and to be available for repositioning;

**WHEREAS**, HUD requires that OHA amend its Section 32 applications to remove these 6 units from the applications; and

**WHEREAS**, OHA staff recommends that the Board approve amendments to OHA’s Section 32 applications (DDA0008899 and DDA0009818) to remove six units from the applications;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Commissioners of the Housing Authority of the City of Omaha hereby approves amendments to OHA’s Section 32 applications (DDA0008899 and DDA0009818) to remove six units from the applications, and hereby authorizes the CEO, Joanie Poore, to take such actions and execute such documents as needed to amend the Section 32 applications.

\_\_\_\_\_  
Joel Dougherty, Vice 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 May 2, 2024.

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

## 4.2. ADDITIONAL ITEMS FOR CONSIDERATION

- 4.2.1. Resolution 2024-51 MOU between OHA & UNMC

## MEMORANDUM OF UNDERSTANDING

BETWEEN

OMAHA HOUSING AUTHORITY

AND

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, A PUBLIC CORPORATE BODY, ACTING BY AND ON BEHALF OF THE UNIVERSITY OF NEBRASKA MEDICAL CENTER

Omaha Housing Authority (“OHA”) is the co-grantee of the HUD Choice Neighborhoods Implementation Grant (“CNI”). The CNI Grant provides up to \$50,000,000 in funding from the U.S. Department of Housing and Urban Development (“HUD”) over a 6-year grant term to help communities transform struggling neighborhoods by revitalizing severely distressed public housing and investing and leveraging investments in well-functioning services, high-quality public schools, education and early learning programs, health, and access to employment.

The Board of Regents of the University of Nebraska, a public corporate body, acting by and on behalf of the University of Nebraska Medical Center (“UNMC”) has agreed to partner with OHA to further improve health and wellness outcomes of households living in the CNI target housing site, specifically Southside Terrace Apartments.

### **In this capacity, UNMC is responsible for the following:**

- Recruit, hire, and supervise in collaboration with OHA, a Health and Wellness Navigator to work exclusively with the mutually agreed upon residents residing in the CNI target site (job description in Appendix A).
- Track and report applicable health and wellness metrics required by the HUD (outlined in Appendix B).
- Utilize existing and implement new health and wellness programming and resources and education to positively impact target residents’ physical, social, mental, and spiritual needs.
- Assist in assessing the target population to understand and respond to identified health needs and concerns.
- Connect uninsured adults and children to available health insurance options.
- Focus on securing residents’ access to medical homes by connecting families to primary care physicians and supporting preventative care.
- Connect families to trauma-informed care and mental health interventions as appropriate, including access to quality mental health services and overcoming barriers and stigmas as needed.
- Develop a specific network of care for seniors and those with disabilities residing in the target site to help overcome barriers and connect to community resources. Ensure families are receiving ongoing care and appropriate treatment (both appointments and prescriptions) for chronic conditions.
- Collaborate with OHA Intensive Services team on a regular schedule to provide updates, recommendations, and case conference target residents
- Obtain a release of information from participants, as needed, so information can be shared between OHA, UNMC, and health and wellness partners
- Complete and submit to the Intensive Services team: quarterly invoices, financial reports, quarterly and annual status reports, and written progress reports (outlined in Appendix B)

**Period of Performance:**

The period of performance for this Memorandum of Understanding will be April 15, 2024 through September 30, 2028.

**Financial Commitment:**

Financial Commitment:

Budget approved for this initiative is \$527,343 for a period of (4.5) years.

Expenditures related to the Memorandum of Understanding are outlined in Appendix C (Allowable Budget Expenditures). Actual approved expenditures will be reimbursed on a quarterly basis as described in Appendix B (Reporting Requirements).

UNMC will submit an invoice that shall include a concise description of the work performed and detailed backup documentation supporting all funds expended during the invoice period for which payment/reimbursement is sought. Payment will be due to UNMC within ninety (90) days of OHA's receipt of the invoice and back-up documentation.

**Independent Contractor:**

UNMC and the Health and Wellness Navigator shall not be deemed by this MOU to be an employee or an agent of OHA for any purpose.

All federal and state taxes incident to the Subcontractor's services and compensation shall be reported and paid by UNMC, not OHA. OHA will make no withholdings for taxes from UNMC pay hereunder and shall treat UNMC and the Health and Wellness Navigator's services as not subject to workers' compensation or unemployment insurance and compensation coverage.

**VI. Assurances:**

UNMC certifies compliance with Federal Equal Employment Opportunity (EEO) Laws.

**VII. Indemnification:**

To the maximum extent allowable by law, UNMC and OHA hereby agree to indemnify, defend, and hold each other and each other's directors, legal representatives, employees, contractors, agents, successors, and assigns harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorney's fees and costs of litigation, arising out of or resulting from any claims, demand, suit, proceeding, fine, judgment, or cause of action brought by a Third Party against an Indemnifying Party or its representative and proximately caused by: (a) breach by the Indemnifying Party of any of the terms and conditions contained in this Agreement, (b) breach of any applicable law by such Indemnifying Party, or (c) gross negligence or willful misconduct by such Indemnifying Party, or their respective directors, legal representatives, employees, contractors, agents, successors, and assigns.

**VIII. Termination:**

Either party may terminate this MOU by giving thirty (30) days written notice of termination to the other party by registered or certified mail. Any such termination shall not affect allowable expenses incurred prior to the effective date of termination.

Any notice from either party to the other shall be made in writing directed to each party's address stated on the following page or to such other address as such party shall have provided in writing to the other party.

**IX. Delegation of Duties:**

Neither party shall delegate this Agreement without written consent of the other, which shall not be unreasonably withheld.

**X. Confidentiality:**

Unless otherwise provided by the mutual written agreement of the parties, UNMC shall not use, reproduce, or disclose to third parties any confidential information received from or developed for OHA without permission. All confidential information shall be clearly marked as CONFIDENTIAL or, if disclosed orally, reduced to writing and marked confidential within thirty (60) days. The obligations of this paragraph shall not apply to information which:

- a. Is or becomes known to the public through no fault of UNMC.
- b. Is known to UNMC prior to receipt of information from OHA or becomes known to UNMC by disclosure from a third party with no obligation of secrecy with respect to such disclosure; or
- c. Is developed by UNMC independently of the information received from OHA.

The obligations of this paragraph shall continue notwithstanding the termination or expiration of this Agreement.

**XI. Publication:**

UNMC reserves the right to publish the results of the work performed under this MOU, with due regard to the protection of OHA's confidential information. UNMC will submit the manuscript of any proposed publication to OHA at least thirty (30) days before publication, and OHA shall have the right to review and comment upon the publication in order to protect OHA's confidential information. Upon OHA's request, publication will be delayed up to sixty (60) additional days to enable OHA to secure adequate protection of property of OHA that would be affected by said publication.

**XI. Applicable Law:**

Interpretation of this Agreement shall be governed by the law of the State of Nebraska.

**XII. Conflicts:**

UNMC agrees to avoid all conflicts of interest with those of OHA during the term of this agreement. UNMC agrees to provide OHA with notice of any potential conflict prior to accepting any engagement which may conflict with the interest of OHA.

This Memorandum of Understanding supersedes all prior negotiations and discussions between parties concerning the work to be performed under this Memorandum of Understanding. The foregoing terms and conditions are acceptable to the parties, as evidenced by the signature of their authorizing officials.

**XII. Notice:**

Any notice required or permitted to be given hereunder shall be in writing and addressed as follows:

If to OHA:  
Omaha Housing Authority  
1823 Harney St., Omaha NE, 68102  
Attention: Joanie Poore, CEO  
Phone: 402-444-6900 ext. 2247  
Email: [jpoore@ohauthority.org](mailto:jpoore@ohauthority.org)

If to UNMC:

University of Nebraska Medical Center  
987835 Nebraska Medical Center Omaha, NE 68198-7835  
Attention: David Doty – Director, Sponsored Programs  
Phone: 402-559-7456  
Email: spadmin@unmc.edu

*(Signatures on the following page)*

**Omaha Housing Authority**

**University of Nebraska Medical Center**

By: \_\_\_\_\_

By: *Kristin Morrissey*

Name: Joanie Poore, CEO

Name: Kristin Morrissey, JD

Date: \_\_\_\_\_

Date: 4/22/2024

**Appendix A**  
**University of Nebraska Medical Center**  
**POSITION PROFILE – Health and Wellness Navigator- Choice Neighborhoods**  
**Implementation**

**Scope of Position**

**Job Purpose:**

The Health and Wellness Navigator will be a primary facilitator to connect individuals living in the CNI target housing site, specifically Southside Terrace Apartments with an array of health and wellness services and programs. This Navigator will plan and carry out events that bring together health and wellness system partners and community organizations and target residents. The Navigator's primary responsibility is to leverage existing programming as well as develop and implement impactful programs that contribute to achieving the outcomes outlined in the Choice Neighborhood Implementation (CNI) grant.

The Health and Wellness Navigator plays a crucial role in promoting health and wellness within the community. This position involves assisting individuals and groups in navigating the healthcare system, accessing necessary resources, and promoting preventive care and healthy lifestyle choices. The Health and Wellness Navigator serves as a bridge between healthcare providers, community organizations, and individuals, facilitating communication and ensuring that individuals receive appropriate support and guidance.

**ESSENTIAL DUTIES:**

- Leverage relationships and foster collaboration with community organizations, healthcare providers, and social service agencies to maximize community support and resources.
  - Ensure the effective implementation of programs that positively impact the outcomes assigned to the Choice Neighborhood Implementation (CNI) grant.
  - Work in close collaboration with the People team to conduct and review thorough resident assessments, carefully examining their health needs and concerns.
  - Develop a plan informed by resident's needs to establish strong relationships with health and wellness partner programs, fostering collaboration to organize and execute on-site events.
  - Assist individuals in overcoming barriers to healthcare, such as language barriers, transportation issues, or financial constraints.
- Actively refer potential participants to these partner programs, ensuring individuals have access to the appropriate resources and support.
- Serve as key contact for partnerships related to health and wellness program participation.
  - Facilitate quarterly meetings to ensure effective communication and progress updates among all stakeholders involved.
  - Maintain accurate and up-to-date records of individuals served, services provided, and outcomes achieved
  - Meet or exceed performance expectations as defined in the program evaluation efficiency, effectiveness, and satisfaction measures.
  - Other duties as assigned

**INTERPERSONAL SKILLS & INDIVIDUAL DEVELOPMENT:**

- Must demonstrate initiative.
- Cultural competency and ability to foster open communication within and among diverse groups and in public settings.

- Must have excellent verbal communications skills that facilitate positive working relationships and problem-solving with supervisor, co-workers, subcontractors, partners, and others with whom the position will interact.
- Actively maintain a safe, healthy, and positive environment that promotes the physical and emotional well-being of employees, customers, and participants.
- Participate in ongoing professional growth, education, and development.

#### **EDUCATION AND/OR EXPERIENCE:**

##### *Education*

- Must have high school diploma or GED equivalent.
- Bachelor's degree in public health, community health, nursing, social work, or a related field (or equivalent experience).

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of public health principles, health promotion, and disease prevention strategies. Familiarity with local healthcare systems, community resources, and social service agencies. Strong communication and interpersonal skills to engage and interact with diverse populations. Empathy and the ability to provide culturally sensitive support to individuals from various backgrounds.

Excellent organizational and time management skills to manage multiple tasks effectively.

Proficiency in using technology and software applications for data management and reporting.

Ability to work independently as well as collaboratively with a multidisciplinary team.

- Must have strong written communication and organizational skills.
- Must be able to manage multiple tasks, prioritize projects, and meet deadlines.
- Must have two (2) years of developed computer skills and knowledge, in particular Microsoft Office applications, Word, PowerPoint & Excel. Database management (i.e. Access) a plus.
- Must be able to travel throughout the Omaha metro area and surrounding counties (Douglas, Sarpy and Washington), if needed.
- Knowledge of and an affinity for equal opportunity and workforce development
- Bilingual skills a plus.

#### **PHYSICAL DEMANDS:**

- Light – Lifting 20 pounds maximum with frequent lifting and/or carrying objects weighing up to 10 pounds. Walking or standing to a significant degree, involves sitting most of the time with a degree of pushing and pulling.

#### **WORK ENVIRONMENT:**

- Limited – General office environment infrequently exposed to extreme atmospheric conditions (temperature, noise, fumes, dust, etc.)

## **Appendix B Reporting Requirements**

Invoices and claim forms are due quarterly from the Subcontractor, documenting hours worked and salaries paid to staff and actually approved expenditures for program cost. Quarterly and annual reports are due on the dates outlined below.

Contact for Invoices:  
Omaha Housing Authority  
1823 Harney St., Omaha NE, 68102  
Attention: Lauren Lightner  
Email: [llightner@ohauthority.org](mailto:llightner@ohauthority.org)

### **Quarterly Dates**

Q1: January 1-March 31: *Submitted by: April 10*  
Q2: April 1- June 30: *Submitted by: July 10*  
Q3: July 1- September 30: *Submitted by: October 10*  
Q4: October 1- December 31: *Submitted by: January 10*

### **Annual Dates**

Covered: January 1- December 31  
Submitted to People Team: April 10

#### **Quarterly Reporting:**

- Participation Rate: Number and percentage of target public and assisted housing residents actively engaged with the Health and Wellness Navigator.
- Connections to Community Resources: Number and percentage of target public and assisted housing residents that received a referral from the health and wellness program to external services or resources.
- Referral Completion Rate: Number and percentage of target public and assisted housing resident referrals that are successfully completed by the individuals referred.
- Provide a narrative to be shared with other CN grantees describing your progress to date, successes and lessons learned (referencing your Program Schedule) in implementing the People component of your Transformation Plan.
- Describe any challenges being faced, including any with which HUD or other grantees may be able to provide assistance for the People component.

#### **Annual Reporting:**

- Number and percentage of target public and assisted housing residents who have a place of healthcare where they regularly go other than an emergency room when they are sick or need advice about their health at the end of the reporting year. Places residents may go other than the emergency room when they are sick include, but are not limited to, health clinics, doctors' offices, and free clinics.

- Number and percentage of target public and assisted housing residents who have a place of healthcare where they regularly go other than an emergency room when they are sick or need advice about their health at the end of the reporting year. Places residents may go other than the emergency room when they are sick include, but are not limited to, health clinics, doctors' offices, and free clinics.
- Provide a narrative describing progress made this year and/or more details, explanations, or comments, or analysis of trends about related to the data provided in the Annual People report in total.

## Appendix C

### Allowable Budget Expenditures

The total amount available is \$527,343 over the timeline of the MOU (4.5 years).

Eligible expenditures include salary, benefits, direct expenses related to the employee (IT, phone, supplies, etc.).

Administrative, or indirect expenditures, not to exceed 10% of the annual expenditures, can include costs directly related to the related to the Health and Wellness Navigator to include vehicle/mileage costs, short-term training (including travel), rent of space (if needed).

MTDC	Year 1 Budget	Year 2 Budget	Year 3 Budget	Year 4 Budget	Year 5 Budget	Total Budget
517000 Salaries	\$64,480.00	\$66,414.00	\$68,406.00	\$70,459.00	\$72,573.00	\$342,332.00
519000 Benefits	\$20,120.00	\$20,723.00	\$21,345.00	\$21,985.00	\$22,644.00	\$106,817.00
520000 Operating	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$9,500.00
526000 Consultants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
526004 Subcontracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
52XXX Exempt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
530000 Supplies	\$4,450.00	\$2,200.00	\$2,200.00	\$2,201.00	\$2,201.00	\$13,252.00
540000 Travel	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$7,500.00
550000 Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
560000 Gov't Aid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$92,450.00	\$92,737.00	\$95,351.00	\$98,045.00	\$100,818.00	\$479,401.00
Less: F&A Exempt						
Subcontracts > \$25k	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exempt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gov't Aid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F&A Basis	\$92,450.00	\$92,737.00	\$95,351.00	\$98,045.00	\$100,818.00	\$479,401.00
F&A Rate	10.00	10.00	10.00	10.00	10.00	
F&A Costs	\$9,245.00	\$9,274.00	\$9,535.00	\$9,805.00	\$10,082.00	\$47,941.00
Grand Total	\$101,695.00	\$102,011.00	\$104,886.00	\$107,850.00	\$110,900.00	\$527,342.00

# Memorandum

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To: OHA Board of Commissioners

From: Lauren Lightner, Intensive Services Manager

Date: May 9, 2024

Re: MOU with University of Nebraska Medical Center

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## **RECOMMENDED ACTION:**

Staff of the Housing Authority of the City of Omaha (OHA) recommends that the Board of Commissioners approve the Memorandum of Understanding (MOU) with the University of Nebraska Medical Center (UNMC) and authorize the CEO to execute the same.

## **BACKGROUND:**

Omaha Housing Authority (“OHA”) is the co-grantee of the HUD Choice Neighborhoods Implementation Grant (“CNI”). The CNI Grant provides up to \$50,000,000 in funding from the U.S. Department of Housing and Urban Development (“HUD”) over a 6-year grant term to help communities transform struggling neighborhoods by revitalizing severely distressed public housing and investing and leveraging investments in well-functioning services, high-quality public schools, education and early learning programs, health, and access to employment.

## **EXPLANATION:**

The Board of Regents of the University of Nebraska, a public corporate body, acting by and on behalf of the University of Nebraska Medical Center (“UNMC”) has agreed to partner with OHA to further improve health and wellness outcomes of households living in the CNI target housing site, specifically Southside Terrace Apartments.

In this capacity, UNMC would be responsible for overseeing the recruitment, hiring, and supervision of a Health and Wellness Navigator to exclusively assist residents within the designated community. This includes tracking and reporting health metrics mandated by HUD as they relate to the CNI grant, implementing health and wellness programs, and addressing the physical, social, mental, and spiritual needs of residents. Additionally, the role involves supporting residents in assessing health needs, facilitating access to health insurance, connecting families with primary care physicians, and providing support for preventative care and mental health services. The focus extends to developing a network of care for seniors and individuals with disabilities, ensuring ongoing treatment for chronic conditions, and collaborating with the OHA Intensive Services team for referrals, ongoing support, updates and recommendations. The contract is for \$527,343 for a period of (4.5) years and expenditures will be reimbursed on a quarterly basis paid with CNI funds.

A copy of the proposed MOU is attached to this Memorandum.

**SPONSORS:** Lauren Lightner, Intensive Services Manager

**RECOMMENDED BY:** Joanie Poore, CEO

5. EXECUTIVE SESSION FOR LEGAL, REAL ESTATE, AND/OR PERSONNEL MATTERS
6. ADJOURNMENT