

February 22, 2011

The following conditions apply to the Veterans Village facility as currently anticipated and to any other housing or facility constructed or to be constructed on the parcel of land in question in the lawsuit or on any proximate premises owned or controlled by VOA, VA, or their assignees, lessees, and successors.

1. Facility may only be used for HUD-VASH and VA support services with a maximum of 75 residential. US armed forces Veterans only. No transitional housing or group housing will be allowed.

*Veterans Village, a 75 one-bedroom unit development, will be designated as a Veteran facility and Veteran's will be the priority as required by project based voucher status and fair housing law.*

**No current change on #1, #13, and #18 as we are awaiting feedback from America First.**

2. All tenants shall be screened and approved by VA, HUD and VOA. A minimum one year lease shall be signed. Deposits shall be required. Annual recertification by HUD and VA shall be required prior to lease extension.
3. The facility will have 24 hour onsite supervision, including, for at least the first three years of operation, a resident advisor (*verify correct title*) who is a qualified mental health professional.
4. VA shall provide 7x24 security for the project site and building and shall have federal jurisdiction per the lease. The security shall be provided by uniformed, sworn officers employed by the VA. When viable, the VA Security shall circulate between the VA campus to the project site via the Field Club Trail.

*VOA and VA shall provide 24x7 security for Veterans Village. The VA will provide security of the leased space including the shared common space between VOA and VA. The VA Police will have jurisdiction in all VA leased space. VOA will provide security of the housing units, common space on housing floors, and grounds of the development. A resident task force and employees of the Veterans Village will be responsible for monitoring the Field Club trail and reporting to Omaha Police Department when appropriate. **Incidents of concern will be reported to police immediately.***

5. No registered sex-offenders or any person convicted of sex related offense, whether a felony or misdemeanor, will be allowed as residents of the facility or will receive day services at the facility.

*No registered sex-offenders will be allowed as residents of the facility or will receive day services at the facility. VOA shall conduct a national background check on all potential residents of the facility.*

6. No violent offenders shall be allowed as residents of the facility or will receive day services at the facility. This would exclude any person with a violent felony offense conviction. Any person with a misdemeanor conviction for a violent offense would require further review and subject to consultation with the community board.

*Persons with felony violent convictions will not be allowed as residents of the facility or receive day services at the facility. Persons with misdemeanor convictions for violent offenses would require clinical justification of appropriateness for residence. **VOA shall conduct a national background check on all potential residents of the facility.***

7. Facility will be weapons and illegal drugs free per lease.
8. Heritage Services and America First Real Estate Group shall be retained to develop the project. All design and contractors (subs and suppliers) shall be Omaha based.

*VOA intends to use an Omaha-based development project manager and Omaha-based providers of financing. All efforts will be made for design and contractors (subs and suppliers) to be Omaha based.*

***An Omaha based developed and financial consultant, each with recognized, appropriate experience, and credentials in the Omaha market for its role in the project shall be retained.***

9. VOA will form a Nebraska entity which will operate the facility and have a governing body which is a majority of Omaha residents to include one or more residents of Central Omaha (e.g., resides in area bounded by Dodge to Grover, 1st Street to 60th Street).

*Veterans Village will be a Nebraska entity. Control of ownership must be the same as the financial guarantor of the development, which will be Volunteers of America.*

10. An advisory committee will be set-up within 120 days of dismissal of the lawsuit to advise the VOA project's governing body and management. Members will include at least one member designated by the Field Club Homeowners League board, at least one member designated by the Thornburg neighborhood association board, at least one member from Heritage Services, at least one member from America First Real Estate Group, and at least one member from Community Alliance. (Alternatively, Heritage

Services and America First Real Estate Group have seats on the governing body of local entity.)

*A Management Advisory Committee will be formed within 120 days of dismissal of the lawsuit. The Management Advisory Committee will serve as an advisory committee with respect to the operations of the facility. **Members will include selected representatives from neighborhood associations and/or Homeowners Leagues, homeless service providers, community mental health providers, and community and mid-town area stakeholders. Members will include at least one member designated by the Field Club Homeowners League board and at least one member designated by the Thornburg neighborhood association board.***

11. The VA commits to providing to residents or seeing that supportive services are provided of the type and quantity that meet the prevailing standard of care (including, but not limited to, staffing ratios) at the time for similar projects.
12. Neighborhoods shall have direct communications with the VOA property manager at all times (including mobile phone access 7x24). The property manager will have the authority to evict a resident of the facility. The VA/VOA shall make a good faith effort to timely address the concerns of the neighborhood.

*The property manager will have the authority to evict a resident of the facility pursuant to Nebraska law eviction procedures. The VA/VOA shall make a good faith effort to timely address the concerns of the neighborhood.*

13. Future alternative use of the building and property shall be limited to Senior Housing. The parking waiver granted by the city shall expire if the property/structure is sold in the future or otherwise used for purposes other than the original use or Senior Housing.

*Veterans Village will be subject to a regulatory agreement with the Nebraska Investment Finance Authority and will serve persons under the terms of the regulatory agreement for the 30 year period.*

***At the time of eviction and any time a resident is determined not to be appropriate to be on-site VOA and VA will make arrangements through case management for emergency housing and other needed clinical services. Veterans who are evicted will not be evicted to the neighborhood.***

14. Should the VOA/VA conclusions concerning parking needs and traffic flow for the project be in error, VOA/VA agrees to modify design and/or operation to assure that parking needs and traffic flow do not burden the bordering residential areas.

***Should VOA/VA conclusions concerning parking needs and traffic flow for the project be in error issues related to parking and traffic will be taken to the Management Advisory Committee and reviewed for action. VOA/VA agrees to modify design and/or operation to assure that parking needs and traffic flow do not unreasonably burden the immediately adjacent residential streets.***

15. Any and all parking for residents, visitors, employees, contractors or others traveling to the facility will be provided with off street parking or shuttle services. No parking related to the facility shall be allowed on the adjacent residential streets. The VA/VOA shall take reasonable steps to divert vehicle and pedestrian traffic away from the primarily residential secondary streets.

*VA/VOA will request that the city provide any traffic studies conducted near the project site within the last 3 years*

16. The City and the project shall provide off-site enhancements to include traffic calming and sidewalks around the entire project and along South side of Pacific from Trail to 42<sup>nd</sup> Street and lighting of the Field Club trail with pedestrian level, historic light fixtures from Leavenworth Street to the south edge of the Woolworth Avenue overpass.

*VOA and VA will request the City of Omaha to provide off-site enhancements due to changes from industrial site to an affordable housing development.*

***Need to address with City so no changes have been made to #16 yet.***

17. The City of Omaha will provide any traffic studies conducted near the project site within the last 3 years to the parties to the lawsuit to facilitate implementation of this agreement.

*VA/VOA will request that the city provide any traffic studies conducted near the project site within the last 3 years*

18. This agreement and conditions shall transfer as a condition of any ownership or management transition, and shall “run with the land”.

Need to delete as this would be a deed restriction on the property.