

**NOTICE OF REGULAR MEETING OF THE
HOUSING AUTHORITY OF THE CITY OF RENO
BOARD OF COMMISSIONERS and DEVELOPMENT COMMITTEE**

The Housing Authority of the City of Reno (Agency) will conduct a public meeting:

MEETING DATE: Tuesday, June 27, 2023
TIME: 12:00 p.m. (Approximately)
PLACE: Reno Housing Authority Boardroom
1525 East Ninth Street, Reno, Nevada

Persons wishing to provide public comment may participate during the scheduled meeting by commenting in person during the course of the meeting, or address their comments, data, views, arguments in written form to Hilary Lopez, Ph.D., Executive Director, Housing Authority of the City of Reno, 1525 East 9th Street, Reno, NV 89512-3012, Fax: 775.786.1712; e-mail address: HLopez@renoha.org. Written submission should be received by the Board on or before, June 26, 2023, by 5:00 p.m., in order to make copies available to members of the Board and the public.

Below is an agenda of all items scheduled to be considered. At the discretion of the chairperson or the Board, items on the agenda may be taken out of order; the Board may combine two or more agenda items for consideration, and the Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The public is advised that one or more members of the Board may participate in the meeting via electronic means.

JOINT DEVELOPMENT COMMITTEE AND AGENCY BOARD OF COMMISSIONERS
AGENDA

- Call to order and roll call.
- Introduction of guests.
- First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person, under these items.
- Approval of agenda. (For Possible Action)
 1. Approval of the minutes of the RHA Development Committee meetings held on March 28, 2023. (For Possible Action)
 2. Review and discuss potential Master Developer partnership structures and Guarantees for Silverada and Hawk View. (Discussion)
 3. Update on construction projects. (Discussion)
 4. Discussion and comparison of CMAR, Bid, and General Contractor processes in consideration of upcoming projects. (Discussion)
 5. Discussion and overview of local housing providers along with the types of housing they provide. (Discussion)

6. Discussion of upcoming changes to the Admissions and Continued Occupancy Plan (ACOP) and Administrative Plan for Housing Choice Voucher and Project Based Voucher Programs (Admin Plan) resulting from HUD adopted regulation changes. (Discussion)
7. Additional items:
 - i) General matters of concern to committee members regarding matters not appearing on the agenda. (Discussion)
 - ii) Old and New Business. (Discussion)
 - iii) Schedule of next meeting: The following dates have been scheduled in advance but are subject to change at any time: September 19, 2023; and December 12, 2023. (For Possible Action)
8. Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comment from the public is limited to three minutes per person.
9. Adjournment.

HOUSING AUTHORITY OF THE CITY OF RENO BOARD OF COMMISSIONERS
AGENDA

- Call to order and roll call.
 - Introduction of guests.
 - First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comment from the public is limited to three minutes per person, under these items.
 - Approval of agenda. (For Possible Action)
1. Approval of the minutes of the regular Board meeting held May 30, 2023. (For Possible Action)
 2. Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.) (For Possible Action)
 - a) Possible approval of amendments to the By-laws of the City of Reno Housing Authority.
 3. Commissioner Reports. (Discussion)

4. Executive Director/Secretary's Report. (Discussion)
 - A. Update on Agency activities
 - B. Update on Rental Assistance Voucher Programs / Asset Management
 - C. Update on Workforce Development, Elderly Services, and youth activities
 - D. Update on Public Affairs activities
 - E. Update on Development activities
 - F. Update on Information Technology activities
 - G. Update on MTW activities
 - H. Financials
5. Discussion and possible action to approve both the April 2023 Cost of Living Adjustment (COLA) as published by the Consumer Price Index (CPI) Western Information Office, West Region, and on the basis thereof, possible adoption of Resolution 23-06-01 RH approving a net 3.025% COLA increase, with a total fiscal impact of \$74,994.47 for FY2024, for all staff positions not covered under the Collective Bargaining Agreement. (For Possible Action)
6. Possible adoption of Resolution 23-06-02 RH revising the Utility Allowance Schedule for participants of the Public Housing, Housing Choice Voucher and Project Based Voucher programs. (For Possible Action)
7. Discussion and possible action to approve final FY2024 RHA budget. (For Possible Action)
8. Discussion and possible action to approve an Interagency Agreement with Southern Nevada Regional Housing Authority for utilizing their procurements and to enter a Letter of Engagement with Reno & Cavanaugh to provide legal services related to LIHTC and HUD related transactions for a total fiscal impact of \$200,000.00. (For Possible Action)
9. Discussion and possible action to approve grant agreements and corresponding deed restrictions for Essex Manor and Stead Manor. (For Possible Action)
10. Discussion and possible action to approve potential use of CMAR project delivery for Stead Manor and McGraw Court rehabilitations. (For Possible Action)
11. Discussion and possible action to approve the Purchase and Sale Agreement with Paradise Retail I, LLC, for "Parcel 4-B" on the Paradise Plaza shopping center site plan for a total fiscal impact of \$1.00 for initial purchase of the site. (For Possible Action)
12. Closed Session: Collective Bargaining Agreement (CBA). Discussion of the upcoming expiration of the current CBA expiring June 30, 2024, potential items for negotiation in a new CBA and associated fiscal impacts. The Board may give direction to staff in closed session regarding the position or positions to be taken or the strategy to be employed leading to the execution of a new CBA. There will be no approval of the collective bargaining agreement during the course of the closed session. (For discussion only)

13. Additional Items:

- i) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- ii) Reports on conferences and trainings. (Discussion)
- iii) Old and New Business. (Discussion)
- iv) Request for Future Agenda Topics (Discussion)
- v) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, July 25, 2023; Tuesday, August 22, 2023; and Tuesday, September 26, 2023. (For Possible Action)

14. Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.

15. Adjournment.

This meeting is accessible to the hearing impaired through the RHA TTY/TDD/voice phone line (385) 770-7166. Anyone with a disability, as defined by the Americans with Disabilities Act, requiring special assistance to participate in the meeting, may contact the Board of Commissioners at the following address, at least five days in advance of the meeting in order to make arrangements, if possible, for reasonable accommodations that would enable participation in the meeting by contacting Lindsay Dobson, Executive Administrative Assistant, Housing Authority of the City of Reno, 1525 East Ninth Street, Reno, Nevada, 89512, or by calling (775) 329-3630.

This agenda has been posted at the Housing Authority of the City of Reno Administrative Office, 1525 East Ninth Street; and further in compliance with NRS 241.020, this agenda has been posted on the official website for the Housing Authority of the City of Reno www.renoha.org and the State of Nevada Public Notification website <http://notice.nv.gov/>.

According to the provisions of NRS 241.020(5), a copy of supporting (not privileged and confidential) material provided to Board members may be obtained upon request made to: Lindsay Dobson, Executive Administrative Assistant, Housing Authority of the City of Reno, 1525 East Ninth Street, Reno, Nevada, 89512, or by calling (775) 329-3630. Copies of supporting (not privileged and confidential) material provided to Board members by staff may be obtained at the aforementioned address.

Dated June 22, 2023



By: Lindsay Dobson
Executive Administrative Assistant

**RENO HOUSING AUTHORITY DEVELOPMENT COMMITTEE
AGENDA ITEM SUMMARY – June 27, 2023**

ITEM NUMBER: 1

SUBJECT: Approval of the minutes of the RHA Development Committee meetings held on March 28, 2023. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: Approval

MINUTES OF THE MEETING OF THE
HOUSING AUTHORITY OF THE CITY OF RENO
DEVELOPMENT COMMITTEE
March 21, 2023

The Development Committee of the Housing Authority of the City of Reno (Agency) meeting was called to order by Chair Griffith at 12:02 pm on Tuesday, March 21, 2023 in the Agency's Boardroom.

Members Present

Britton Griffith, Chair
Krista Wahnefried, Vice Chair
Allyson Wong
Julie Ott

Members Absent

Staff Present

Hilary Lopez, Executive Director
Heidi McKendree, Deputy Executive Director
Darrell Playford, Senior Project Manager
Linda Long, Director of Administration
Lindsay Dobson, Executive Administrative Assistant

Staff Absent

Others Present

None

There being a quorum present, the order of business was as follows:

- **Call to order and roll call.**
- **Receive introduction of guests.**

Public Comment. Public comment, if any, must be limited to any item on the Agenda which is listed as an item for action by the Board. Comment from the public is limited to three minutes per person, under these items.

There was no public comment.

➤ **Approval of agenda (For Possible Action)**

It was moved by Vice Chair Wahnefried to approve the agenda posted on March 16, 2023. Member Ott seconded the motion. Motion passed unanimously.

1. Approval of the minutes of the RHA Development Committee meetings held on May 19, 2022 and September 20, 2022. (For Possible Action)

Vice Chair Wahnefried moved to approve the minutes of the committee meetings held May 19, 2022, and September 20, 2022. Member Ott seconded the motion. Motion passed unanimously.

2. Discussion only. Review and discuss RHA's identified Board goals. (Discussion)

Executive Director Lopez reported the RHA Board of Commissioners met in November during the annual retreat. During the retreat, the Board discussed what the Board's short-term and mid-term goals would be for the Agency. The five short term goals were: begin public housing asset repositioning, hire more staff, create development financial plan that supports repositioning, developing a scattered site portfolio plan, and expand resident services.

Executive Director Lopez provided a synopsis of how staff is working on completing each of the short-term goals. There was no action taken on this time.

3. Discussion and for possible action to review and discuss RHA's Asset Repositioning plans. (For Possible Action)

Executive Director Lopez reported Silverada Manor and Hawk View Apartments will be the first properties to undergo the asset repositioning process. RHA staff is working with HUD to utilize different tools, primarily the Rental Assistance Demonstration (RAD) program as well as Section 18 Demolition and Disposition program.

Executive Director Lopez reported each property must undergo a different application process, but staff anticipates Silverada Manor to be in a position to close on financing and move to construction in November. Hawk View should follow closely behind with construction starting by the end of the year. As part of the application process for Silverada, RHA staff must undertake at least two resident meetings prior to bringing the application the Board approval to submit to HUD. Once the application is submitted to HUD staff must have at least three additional resident meetings along with HUD concept calls and information that is submitted prior to final HUD approval.

Executive Director Lopez reported the Asset Repositioning process is slightly different for Hawk View, but both projects will involve either permanent or temporary relocation for the residents that currently live there. Staff is currently finalizing selection of a relocation firm to assist with the process as they are familiar with federal relocation requirements and can ensure RHA is in compliance and do it in a way that minimizes the impact on residents as much as possible.

Chair Griffith motioned to place a recommendation to the Board in support of the Asset Repositioning plan. Member Wong seconded the motion. Motion passed unanimously.

4. Receive Executive Director updates on RHA Development projects. (Discussion)

a) Update on Dick Scott Manor.

Senior Project Manager Garcia provided an update on Dick Scott Manor. Dick Scott Manor will be a two-story building with a total of 12 units that will be reserved entirely for VASH vouchers.

b) Update on 419 10th Street.

Executive Director Lopez provided an update on 10 street. RHA was awarded \$775,000 in HMNI funds to help with the acquisition of the property. RHA staff has also submitted an application with the Washoe County Home Consortium for 1 million dollars to assist

with the development of the property as well. RHA staff hopes to have a draft Purchase and Sale Agreement (PSA) brought for Board approval in April.

c) Discussion and update on Silverada Manor and Hawk view redevelopment projects.

Executive Director Lopez reported staff is in the process of drafting a Request for Qualification (RFQ) to secure a development partner for the redevelopment project.

d) Discussion and update on Carville Court project.

Deputy Executive Director McKendree provided an update on Carville Court. The goal for this redevelopment project is to provide project based units while partnering with local non-profits who specialize in transitional housing. Residents will be able to stay at Carville Court for one year and will be provided with a service navigator to help them transition into independent living.

5. Discussion only. Review and discuss Paradise Plaza building plans. (Discussion)

Deputy Executive Director McKendree provided an update on Paradise Plaza. RHA staff is still in the process of negotiating the donation agreement. RHA staff will utilize the \$350,000 in ARPA grant funding as well \$800,000 in MTW flexibility HUD held reserves to rehab the building. RHA staff is excited to move forward with the project in an effort to expand the resident services department.

6. Additional items:

i.) General matters of concern to committee members regarding matters not appearing on the agenda. (Discussion)

Vice Chair Wahnefried announced she will be resigning from the committee as she has accepted a new job offer outside of the environmental consulting field. RHA staff will begin the process of filling the vacancy.

ii.) Old and New Business. (Discussion)

There was no old or new business.

iii.) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, June 21, 2022; Tuesday, July 19, 2022; (For Possible Action).

7. Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comment from the public is limited to three minutes per person.

There was no public comment.

8. Adjournment. (For Possible Action)

The meeting adjourned at 12:48 pm.

**RENO HOUSING AUTHORITY DEVELOPMENT COMMITTEE
AGENDA ITEM SUMMARY – June 27, 2023**

ITEM NUMBER: 2

SUBJECT: Review and discuss potential Master Developer partnership structures and Guarantees for Silverada and Hawk View. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

When RHA is considering development of a new project or rehabilitation of an existing complex, such as with Hawk View Apartments and Silverada Manor, consideration must be given to whether RHA wants to self-develop, engage a “turnkey” developer, or enter a joint venture partnership with a co-developer. Should RHA determine it is best for any specific project to select a “turnkey” or co-developer, then it would negotiate and enter a Master Developer Agreement. The financing and requirements for each development influence the type of structure chosen. And, in turn, this impacts the assignment and responsibility for certain tasks and guarantees.

The most common development structures are:

- Self-development: Under this structure RHA is the sole developer and would be responsible for procuring all services and financing needed to complete the project.
- Turnkey development: Under this structure RHA would procure a Master Developer to take on primary development tasks, such as procuring the General Contractor and securing financing, but would exit the project upon construction completion and lease up.
- Joint Venture: Under this structure RHA would procure a Master Developer to provide similar services as a turnkey developer, but the Master Developer would remain as part of the owner entity throughout the required compliance or other negotiated timeframe.

In addition, when an affordable housing development is financed using Low Income Housing Tax Credits (LIHTC), tax-exempt bonds, or other conventional financing, the project is very often owned by a newly created, single purpose, business entity, that is separate from the Developer/Sponsor of the project. To attract LIHTC investors, the business entity is structured to ensure that the investor receives the maximum tax benefit available. This most often looks like an ownership structure in which the Developer/Sponsor of the project is the General Partner and has 0.01% ownership of the business entity, while the LIHTC investor is a limited partner and owns 99.99% of the business entity. The General partner owns a much smaller percentage, but controls and operates the entity, while the investor plays a more passive role and provides equity in exchange for a much higher percentage of ownership. If the developer/sponsor has entered a joint venture partnership with another co-developer, the 0.01% share of the General Partner may be further subdivided (i.e., 0.049% and 0.051% between co-developers).

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The General Partner of the project will often provide certain guarantees to the LIHTC investor and/or construction/permanent loan lender. These guarantees are:

1. **Construction Loan Guaranty:** The guarantors will guarantee the repayment of the construction loan should a default occur.
2. **Completion Guaranty:** The guarantors will guarantee completion of the development regardless of any unanticipated events. This is an unlimited guaranty for unforeseen costs beyond the original amount of funds planned for the development.
3. **Operating Deficit Guaranty:** The guarantors will provide unlimited operating deficit loans through the completion of construction. Once construction is complete the operating deficit guaranty will be released after certain benchmarks and/or time period has elapsed. For example, after 36 months if the operating reserve is fully funded and the project maintains target debt service coverage, then the operating deficit guaranty will be released, and the guarantor will no longer have this obligation. The terms of this guaranty are negotiable.
4. **Tax Credit Guaranty:** The guarantors will indemnify the limited partner for late delivery, reduction, or recapture of tax credits. This could happen if the project takes longer to construct or if, once completed and leased up, the property doesn't stay compliant with LIHTC income and tenancy requirements. The tax credits are delivered to the investor over a 10-year period, but the guaranty is outstanding for 15 years to match the IRS initial compliance period.

For RHA, this means:

- For projects that RHA is self-developing by procuring a General Contractor or CMAR, RHA will need to take on all these guarantees if required. For example, these guarantees are not required for Capital Fund Program (CFP) and are typically not required for fully-grant funded development projects.
- For "turnkey" projects in which RHA has contracted a Master Developer for predevelopment and construction, the construction related guarantees would be covered by the developer while, RHA, because it will continue to operate the property, would provide the operating and tax credit guarantees.
- For projects in which RHA enters a joint venture with a co-developer, both RHA and the co-developer would be liable and must negotiate how the partnership will handle the guarantees. If RHA wants to manage the property, it will most likely need to provide the operating and/or tax credit guarantees since a co-developer may not want to assume that risk if it is not administering the project on a day-to-day basis.

Recommendation: For discussion only.

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ITEM NUMBER: 3

SUBJECT: Update on construction projects. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

Staff has prepared a presentation for the meeting on this item.

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ITEM NUMBER: 4

SUBJECT: Discussion of CMAR, Bid, and General Contractor process in consideration of upcoming projects. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

The elements of most construction projects include design, planning, construction, and financing. There are different ways to deliver a construction project, and some may be more effective for different projects depending on the scope, scale, and complexity of the project. As RHA continues to develop new affordable housing, staff want to discuss the effective and appropriate use of two popular construction project delivery methods: Design-Bid-Build (DBB) and Construction Manager at Risk (CMAR). These methods and their advantages and disadvantages are explained in more detail below.

Design-Bid-Build (DBB)

The Design-Bid-Build system is one of the most frequently used delivery methods for construction projects. This has been the primary method RHA has used for its Capital Fund projects and other new construction and renovation projects. Using this method, the owner engages a designer to prepare the design of the project, including construction drawings, and specifications. The designer may also provide additional services including environmental investigation, permitting, right-of-way purchase documents, hearings for public approval, and submissions for project funding.

Once completed, the bid package, including the design and bidder's information packet, is presented to interested contractors, who prepare and submit their bids for the work. The owner will select a contractor, usually based on the lowest responsive and responsible bid (for most all public work), or some hybrid of price and technical merit. The selected general contractor will then execute contracts with subcontractors to construct various specialty items. The contractor is responsible for constructing the facility in accordance with the contract documents. The designer typically maintains limited oversight of the work and responds to questions about the design on behalf of the owner. If a CM is not involved in the process, the designer may also assist the owner in administering the construction contract, including determination of project progress, for validation of interim payments made to the general contractor.

Advantages:

- Widely applicable, well understood, and has well-established and clearly defined roles for the parties involved.
- Most common approach for public owners having to comply with local, state or federal procurement statutes.
- Significant amount of control over the product, particularly since the facility's features are fully determined and specified prior to selection of the contractor.

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Disadvantages:

- Longer duration when compared to other delivery methods since all design work must be completed prior to solicitation of the construction contract.
- Limited ability to assess scheduling and cost ramifications as the design is developed, which can lead to a more costly final product or extensive value engineering
- Increased exposure to contractor change orders and claims over design and constructability issues since the owner accepts liability for design in its contract with the contractor.
- Contractor may pursue a least-cost approach to completing the project and the owner may receive less scope or lesser quality than expected for the price, requiring increased oversight and quality review by the owner.
- The absence of construction input into the project design may limit the effectiveness and constructability of the design. Important design decisions affecting both the types of materials specified and the means and methods of construction may be made without full consideration from a construction perspective.

Construction Management at Risk (CMAR)

This delivery system is similar in many ways to the Design-Bid-Build system, in that the Construction Manager at Risk (CMAR) acts as a general contractor during construction. That is, the CMAR holds the risk of construction performance and guarantees completion of the project for a negotiated price which is usually established when the design is somewhere between 50 percent and 90 percent developed. However, in this scenario, the CMAR also provides advisory professional management assistance to the owner prior to construction, offering schedule, budget and constructability advice during the project planning and design phases. Thus, instead of a traditional general contractor, the owner deals with a hybrid construction manager/general contractor.

In addition to providing the owner with the benefit of pre-construction services which may result in advantageous changes to the project, the CMAR method offers the opportunity to begin construction prior to completion of the design. The CMAR can bid and subcontract portions of the work with an approved design at any time, often while design of unrelated portions is still not complete. In this circumstance, the CMAR and owner often negotiate a guaranteed maximum price (GMP) based on a partially completed design, which includes that the CMAR may allow performance specifications or reduced specifications to be used, since the CMAR's input can lead to early agreement on preferred materials, equipment types and other project features.

Advantages:

- The owner gains the benefit of having the opportunity to incorporate a contractor's perspective and input into planning and design decision increases the effectiveness and constructability of the project from the beginning.
- The ability to "fast-track" early components of construction prior to full completion of design. This is particularly advantageous to projects on a limited timeframe.
- Increased transparency and communication between owner and contractor.
- Ability to more effectively complete complicated projects including significant rehabilitation, multiple phases, and/or temporary tenant relocation.

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Disadvantages:

- Because the CMAR plays an important role in both pre-construction and construction phases of the project, it is very important to properly select the CMAR, based on particular skills and experience. This may limit the pool of qualified contractors with whom the owner can potentially work.
- While the GMP helps to limit excess costs in a construction project, when you add the cost of the preconstruction services, it may seem more expensive upfront. However, the expectation is that this saves the owner from costly change orders on the back end.

Projects that will benefit the most from the CMAR include:

- Projects with large and/or complex scopes of work that are subject to change, particularly large-scale rehabilitation projects in which the scope of the project may increase or grow in complexity as new challenges or site constraints arise throughout the process.
- Projects that require coordination between multiple stakeholders.
- Projects with tight timelines due to funding or resident relocation requirements and/or projects that are being completed in phases to reduce resident relocation impact and costs.
- Projects where the owner may not have all the construction industry experience, knowledge, and/or capacity required for successful completion.

The CMAR method is not the best choice for every project though. The following projects are unlikely to see a significant benefit from CMAR as compared to the Design Bid Build process:

- Small scale projects, particularly new construction.
- Projects where the owner already has clear and well-developed designs, scopes of work and budgets.
- Projects where the owner already has the construction industry experience, knowledge, and or capacity required for successful completion.

RHA's experience with the CMAR project delivery method

RHA chose to use a CMAR method for both the Willie J. Wynn Apartments and Dick Scott Manor projects. Like many projects, these developments ran into challenges in the pre-construction and, for Willie J. Wynn, construction phases. With these early projects, RHA staff did not take full advantage of the CMAR process as they were less experienced in using this method and missed opportunities early in the process to develop clear scopes of work, create realistic and accurate budgets, and determine the impact of funding requirements on project design. These challenges created negative impacts on the overall project budget and timelines and, at times, led to less than clear communication with the Board of Commissioners. However, RHA staff believes that these things were not the result of the project delivery system, but rather, the steep learning curve that comes with the agency making its first significant steps towards developing new affordable housing in decades.

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The RHA Development Department learned from these previous experiences and has significantly increased the capacity and expertise of the department with the recent addition of a new Director of Development and Senior Project Manager and additional financial and construction training for all department staff. The department is actively working on nine different development projects, all in various stages, and believes that CMAR could be a very effective delivery method for some upcoming projects.

Staff are seeking input from the board as to their opinion, questions or comments on these methods.

Recommendation: For discussion only.

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ITEM NUMBER: 5

SUBJECT: Discussion and overview of local housing providers along with the types of housing they provide. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

Staff has prepared a presentation for the meeting on this item.

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ITEM NUMBER: 6

SUBJECT: Discussion of upcoming changes to the Admissions and Continued Occupancy Plan (ACOP) and Administrative Plan for Housing Choice Voucher and Project Based Voucher Programs (Admin Plan) resulting from HUD adopted regulation changes. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

In the coming months, RHA will be bringing two rounds of revisions to the Administrative Plan for the Housing Choice Voucher and Project Based Voucher Program (Admin Plan) and the Admissions and Continued Occupancy Plan (ACOP) to the Board of Commissioners for approval.

These revisions are necessary due to HUD's adoption of a new housing inspection protocol called NSPIRE and HUD's final rule implementation of sections of the Housing Opportunity Through Modernization Act (HOTMA), which was passed by Congress in 2016. These regulation changes not only impact RHA's voucher and Public Housing programs, but also programs like the Section 8 Project Based Rental Assistance (PBRA), HOME Investment Partnerships (HOME), Housing Trust Fund, Section 811, and Section 202 programs.

NSPIRE: *September Board Meeting*

Based on Congressional pressure stemming from the subjective nature of current inspection protocols, HUD has adopted a new inspection protocol called NSPIRE. NSPIRE will replace both the Housing Quality Standards (HQS) inspection protocol in the voucher program as well as the Uniform Physical Condition Standards (UPCS) protocol in the Public Housing program. NSPIRE focuses on the condition of dwelling units and modernizes and streamlines HUD's physical inspections processes using objective, defensible, and repeatable quality indicators focused on those things most important in determining the safety and security of assisted housing units. Inspections will prioritize critical health and safety conditions and will focus primarily on the dwelling unit versus the exterior of the site.

With NSPIRE, inspectors will be able to conduct objective, defensible, and consistent assessments to evaluate housing conditions through a decision tree that follows the new NSPIRE protocol. This will result in inspection results that more accurately indicate property conditions and promote better living conditions for residents.

HOTMA: *December Board Meeting*

The Housing Opportunity Through Modernization Act (HOTMA) was signed into law on July 29, 2016, amending many aspects of HUD Multifamily Housing programs as well as programs administered through the Offices of Public and Indian Housing and Community Planning and Development. On September 17, 2019, HUD issued a proposed rule to update its regulations according to HOTMA's statutory mandate. The final rule was published on January 9, 2023, and provided additional guidance for implementing Sections 102, 103, and 104 of HOTMA.

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There remain several more sections of HOTMA that are pending final ruling by HUD that will be implemented in the future.

Section 102: Changes requirements related to income reviews for the Public Housing, Housing Choice Voucher (HCV), and Section 8 Project-Based Rental Assistance (PBRA) programs. This change will have an impact on staff and our clients as it fundamentally changes some of our existing and well-established policies.

These changes will alter how public housing authorities define a family, income, assets, and medical expenses. The rule also modifies when staff will process interim certifications, what income will be considered in rent calculation, what is considered an allowable deduction, and what portion of student financial assistance is excluded when considering household income, just to name a few.

This section of HOTMA will become effective January 1, 2024 with updates to both the Admin Plan and ACOP being presented to the Board for approval in December of 2023.

Section 103: Modifies the eligibility for continued occupancy in Public Housing due to household income exceeding existing statutory income limits. Tenants with income that exceeds current statutory income limits will have their assistance terminated, thus ending their tenancy in Public Housing.

This section of HOTMA became effective March 16, 2023. Changes to RHA's ACOP relating to this section have already been updated but will be expanded, as needed, in December of 2023. No terminations of assistance because of this section of HOTMA can occur until 24 months after the effective date of the section.

Section 104: Sets maximum asset limits and implements deductions and exceptions for certain investments, such as retirement savings plans.

This section of HOTMA will become effective January 1, 2024 with updates to both the Admin Plan and ACOP being presented to the Board for approval in December of 2023.

Other Changes: *September Board Meeting*

Along with the above referenced HUD driven changes, staff will be presenting updates to the Admin Plan and ACOP that are made necessary by the implementation of Yardi software, changes to Nevada Revised Statute, and internal policy clarifications as well as general plan clean up.

Due to the significant nature of the changes RHA will be making to the Administrative Plan and ACOP as a result of NSPIRE and HOTMA, RHA will provide a thirty-day public comment period prior to bringing the revised plans to the Board for approval prior to each revision. Staff will ensure to follow posting protocols to notify the public of the proposed plan revisions. Proposed changes to the plans will be discussed at all Resident Council meetings and will post the draft plans on RHA's website.

Recommendation: For discussion only.

**RENO HOUSING AUTHORITY DEVELOPMENT COMMITTEE
AGENDA ITEM SUMMARY – June 27, 2023**

ITEM NUMBER: 7

SUBJECT: Additional items:

- i) General matters of concern to committee members regarding matters not appearing on the agenda. (Discussion)
 - ii) Old and New Business. (Discussion)
 - iii) Schedule of next meeting: The following dates have been scheduled in advance but are subject to change at any time: September 19, 2023; and December 12, 2023. (For Possible Action)
-

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 1

June 27, 2023

SUBJECT: Approval of the minutes of the regular Board meeting held May 30, 2023. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

MINUTES OF THE REGULAR MEETING
HOUSING AUTHORITY OF THE CITY OF RENO
BOARD OF COMMISSIONERS
May 30, 2023

The regular meeting of the Board of Commissioners of the Housing Authority of the City of Reno (Agency) was called to order by Vice Chairman Aiazzi at 12:02 pm on Tuesday, May 30, 2023, in the Agency's Boardroom.

Commissioners Present

Dave Aiazzi, Chairperson

Mark Sullivan, Commissioner-**via phone**
Kathleen Taylor

Commissioners Absent

Mayor Hillary Schieve
Jazzmeen Johnson

Staff Present

Hilary Lopez, Ph.D., Executive Director
Heidi McKendree, Deputy Executive Director
Ryan Russell, Legal Counsel
Linda Long, Director of Administration
JD Klippenstein, Director of Development
Darren Squillante, Director of HR
Samantha Arellano Director of IT
Cori Fisher, Director of Resident Services
Jamie Newfelt, Director of Rental Assistance
Kristin Scott, Director of Public Housing
Kim Anhalt, Moving to Work Coordinator
April Conway, Public Affairs Officer
Lindsay Dobson, Executive Administrative Assistant

Staff Absent

Others Present

None.

There being a quorum present, the order of business was as follows:

- **Call to order and roll call.**
- **Receive introduction of guests.**
Julie Henderson, City of Reno
Calena Long, UNR Early Head Start
Stephen Allen, UNR Early Head Start
Ralph Santos
- **First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public is limited to three minutes per person, under these items.**

There was no public comment.

➤ **Approval of agenda (For Possible Action)**

Commissioner Sullivan motioned to approve the agenda. Commissioner Taylor seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried and the agenda approved.

1. Approval of the minutes of the closed session Board meeting held February 28, and the regular Board meeting held February 28, and the minutes of the regular Board meeting held April 25, 2023. (For Possible Action)

Commissioner Sullivan motioned to accept the minutes. Commissioner Taylor seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

2. Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.) (For Possible Action)

- a) Discussion and possible action for approval of Sales and Services Schedule.
- b) Discussion and possible action to amend the Credit Card Policy and Procedure to reflect current position titles, additional authorized card holders, and related procedural matters.
- c) Possible approval of Commissioner Taylor's request to expend her Contingency Fund allotment of \$10,000 to provide funding to the Eddy House (\$5,000) and to the City of Reno Rental and Deposit Assistance Interim Motel Program (\$5,000).
- d) Possible approval of Chairman Aiazzi's request to expend his Contingency Fund allotment of \$10,000 to provide funding to the Ballroom of Reno (\$5,000) and to the Reno Bike project (\$5,000).
- e) Possible approval of Commissioner Sullivan's request to expend a portion of his Contingency Fund allotment in the amount of \$6,500 to the following non-profit organizations: The Empowerment Center (\$1,000), Urban Roots (\$1,000), Food Bank of Northern Nevada (\$1,000), Jam On It youth basketball scholarships (\$1,000), RHA Employee Summer Picnic (\$1,000), RHA 90 Plus Senior Event (\$500), RHA Diapers for Seniors Program (\$1,000).

Commissioner Sullivan pulled consent agenda item (e). Commissioner Sullivan clarified if the full \$1,000 isn't used for the RHA summer picnic that the RHA Engagement [sic] Committee can carry over those funds towards their next event. (*The RHA Events, not Engagement Committee will accept any funds not used for the RHA Summer Picnic*).

Commissioner Sullivan motioned to approve the consent agenda with the language changed to donation would go to the Engagement [sic] Committee. Commissioner Taylor seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

3. Commissioner Reports. (Discussion)

Chairman Aiazzi reported he and Executive Director Lopez attended a meeting with RTC and NDOT regarding a possible freeway expansion that may impact a portion of Mineral Manor.

4. Executive Director/Secretary's Report. (Discussion)

Executive Director Lopez reports RHA received eight responses to its Request for Qualifications for a Master Development Partner. As the next step, a selection panel will meet to evaluate submissions. The selected Development Partner(s) will work with RHA to renovate Silverada Manor and redevelop Hawk View Apartments.

Staff hosted Sparks Councilman Abbott, City Councilwomen Breckhus and Ebert, Washoe County Commissioner Garcia, and County Manager Brown on May 11th for an overview of RHA and tour of selected sites. Staff received positive feedback on the event and appreciated the interest in our housing and programs.

The groundbreaking event for Dick Scott Manor is scheduled for Thursday, June 29th, at 10 am at the site. RHA has invited its funders and partners to the event.

Earlier this year, the US Department of Housing and Urban Development (HUD) released the Final Rule Implementing the Housing Opportunity Through Modernization Act (HOTMA) of 2016 for Sections 102, 103, and 104. Staff is working on updates to RHA's Admissions and Continued Occupancy Plan (ACOP) and other documents to comply with final rule changes and will provide an overview of HOTMA changes to the Board in June.

RHA returned \$383,820 in CARES Emergency Rental Assistance (CHAP) to the State of Nevada. The funds represent unused administrative funding. The funds were identified as part of RHA's audit and program closeout. Unfortunately, due to timing, the federal program has ended, and the funds cannot be reallocated by the State for another purpose and must be returned to the federal government. RHA has wired the monies to the State and the item will be discussed at the upcoming June 14th Interim Finance Committee (IFC) meeting.

Assemblywoman Anderson, Sparks, District 30, is interested in regionalizing oversight of RHA. She has met with RHA staff as well as the City of Reno and would like all interested parties to work on this item during the biennium. As this is an item of interest to the Board, I suggest adding a discussion of this topic on future Board agenda(s).

B. Update on Rental Assistance Voucher Programs / Asset Management

Rental Assistance Voucher Programs

Voucher Type	Total Voucher Allocation	Vouchers Leased as of 4/1/23	Percent Leased	Vouchers Issued Not Yet Leased
Housing Choice Voucher	2,477	2,261	91%	181
VASH	416	277	66%	51
EHV	137	90	66%	23
FYI	15	5	33%	4

Number HQS Inspections Conducted by Month	
April 2023	269

Housing Choice Vouchers (HCV)

Description: Vouchers used by clients to lease a unit in Washoe County of their choosing. Applicants are pulled from the RHA HCV Waitlist. These vouchers also include Project Based Vouchers. The RHA has chosen to Project Base 107 of our HCV's to assist special populations obtain housing. Of the total 107 PBV units, 95 are assigned to RHA owned properties.

Lease-Up Expectations: Although total voucher allocation is 2524, HUD has set the agency's leasing expectation at 2382 (AKA RHA's MTW Baseline), which is the maximum leasing expectation set by HUD when RHA signed its MTW Contract. Funds provided by HUD to support the HCV program are also used to support the agency's MTW activities and therefore full lease up of all 2524 vouchers is not expected or suggested by HUD.

Veteran's Affairs Supporting Housing Vouchers (VASH)

Description: Vouchers allocated by HUD with an ongoing partnership with the VA to serve homeless veterans. The VA provides case management services to participants. The VA makes direct referrals to RHA of eligible clients and the RHA provides a VASH voucher. Currently, RHA has project-based 9 of these vouchers.

Emergency Housing Vouchers (EHV)

Description: Vouchers allocated by HUD for the specific purpose of assisting homeless individuals or families or those at risk of homelessness in obtaining housing. RHA is partnering with four local agencies (Catholic Charities, Health Plan of Nevada, Washoe County Human Services-Our Place and Volunteers of America) that have experience providing services to this population. Referrals for the program must come from the regional Continuum of Care (CoC) coordinated entry system. Direct referrals are received by the RHA from the partnering agency and the RHA provides the EHV voucher.

Foster Youth to Independence Vouchers (FYI)

Description: Voucher allocated by HUD for the specific purpose of assisting foster youth aging out of the foster care system. RHA is partnering with Washoe County Human Services and Eddy House to provide referrals and case management to clients. Direct referrals are received by the RHA from the partnering agency and the RHA provides the FYI voucher.

Asset Management

- Asset Management completed interviews for the open Maintenance I and Maintenance II positions. One candidate was selected for the Maintenance II role and is currently going through the background process. We anticipate a start date in early June. Human Resources is assisting with the recruiting efforts for the Maintenance I and Groundskeeper position.
- Maintenance staff have been busy working on starting up swamp coolers and irrigation at all sites. We expect to be completed with this process during the month of May.
- Management and Maintenance attended several Yardi training sessions throughout April. We are scheduled to continue with additional training in May. The team is balancing the workload by assisting each other as needed to ensure we are timely with all required responsibilities in between training.
- The Sales and Service – Schedule of Fees for Maintenance Charges has been updated for the 2023 year and is anticipated to be effective on July 01, 2023.
- Public Housing ended the month of March with 25 vacancies for an overall occupancy rate of 96.69% across all sites. In April, six residents vacated their unit, and three units were leased.

C. Update on Workforce Development, Elderly Services, and youth activities

Elderly Services:

- **Sanford Center for Aging** held multiple blood pressure checks at Willie J. Wynn and a nutrition workshop regarding healthy eating habits for hypertension.
- **Saint Mary's** held a diabetes management event at Silverada Manor to teach prevention tips and management tricks for living with diabetes. A healthy lunch was served to all participants.
- **The Regional Transportation Commission (RTC) of Washoe County** launched a new system for their “taxi bucks” program and held a sign-up workshop for at Silverada Manor to ensure our residents have access to \$60/month of free taxi dollars.
- **Altrusa Reno/Sparks** held two outreach events (Silverada and Willie J. Wynn) to distribute food, toiletries, and other daily essentials to senior residents in need.

Workforce Development (WFD):

- RHA's quarterly Program Coordinating Committee (PCC) meeting was held in May. 36 community partners joined the meeting to share resources, programs, and discuss collaboration opportunities.
- Staff met with **Opportunity Alliance Nevada** multiple times to prepare for the Getting Ahead program launch in June.
- Staff met with the **Women & Children's Center of the Sierra** and **RISE Academy** to discuss collaboration opportunities.

Youth/Family Activities:

- RHA hosted a Point of Impact (POI) car seat check point event at Essex Manor in partnership with **REMSA**. Families and the surrounding community attended and left at ease knowing their children were safe while in their vehicles.
- Over 60 youth and parents attended a service-learning day with **The Nature Conservancy** to improve the natural habitat at Mustang Ranch. Completion of a service-learning project is a requirement for all RHA youth attending the **Sierra Nevada Journeys'** summer camp.
- Staff is preparing for the inaugural RHA Start Smart Awards Dinner on June 22nd to celebrate our first class of graduating students.

Resident Councils:

- Mineral Manor Resident Council held a Mother's Day event for residents to plant flowers and celebrate all mothers in the community.
- Stead Manor Resident Council held a community clean-up day in conjunction with a barbeque to commemorate the start of summer.

* *The Authority's community partners are designated in bold within the Update on Elderly Services, Workforce Development, and youth activities headers.*

D. Update on Public Information ActivitiesTraditional Media, Social Media

- Hosted KOLO and KUNR at RHA to cover the RHA+1 Program.
- Hilary and Jennielyn Murray participated in a live KOLO Good Morning Reno show promoting the RHA+1 Program.
- Washington Post story about PHAs using video cameras to deter crime and perhaps "spy on residents" was released. RHA was not thankfully mentioned.
- Local art-based news site Double Scoop published a piece on the Hawk View art/garden space.
- Board of Commissioners and executive leadership photo wall is up to date.

Opportunity Knocks Magazine

- Final draft is with leadership. Once approved, it will take approximately 2 weeks to print.

Website Revamp

- The new website was released May 16. IT and PAO staff are still adjusting links and verbiage, but it's beautiful and has already been more user friendly. The front desk folks report that they're able to direct clients more easily to FAQs.
- As soon as we receive a bio from Commissioner Taylor, we'll update her portion of the site.

Start Smart Scholarship Dinner

- Completing program design and will send to printer NLT June 5.

Dick Scott Groundbreaking

- Working on the program and event details

E. Update on Development Activities

Silverada Manor & Hawk View Redevelopment:

- The RFQ for Master Developer Services for both Hawk View and Silverada closed on May 19. Eight (8) submissions were received from local and national developers. An evaluation panel will be meeting on June 5 to review and score the submissions. The top candidates will then be invited to interview with the panel on June 13th.
- Following approval by the Board of Commissioners, the RAD application for Silverada Manor was submitted to HUD on April 26.
- The HUD Environmental Review process is moving forward for both projects within the anticipated timelines.

Dick Scott Manor

- Anticipating pulling building permits for Dick Scott Manor by end of May.
- Groundbreaking Ceremony to be held on June 29.

419 10th Street

- Architectural Service Agreement signed and executed on May 8.
- Purchase Sale Agreement (PSA) signed and executed on May 10 and \$15,000 in earnest money wired into escrow account.
- HUD Environmental Review moving forward at a good pace and inline to be complete within timeline agreed upon in PSA.
- Due diligence has started on plans and other documents provided and is in the process of preparing an RFP for a general contractor.

Stead Manor

- Site Walks with design consultants occurred on May 10th.
- Scope of Work is currently being developed by JKAE architectural firm.
- Received guidance from HUD and currently working on finalizing Grant Agreement and Deed Restriction with the Nevada Housing Division.

Essex Manor

- Received guidance from HUD and currently working on finalizing Grant Agreement and Deed Restriction with the Nevada Housing Division

McGraw Court/Silver Sage Court

- Site Walks with design consultants occurred on May 10th.

- Scope of Work is currently being developed by JKAE architectural firm.
- Currently working with First American Title to confirm current legal description of McGraw Court, which is needed for the new Declaration of Trust that must be signed by RHA and HUD and then recorded with Washoe County. This must happen before we can move forward with the HMNI grant agreement and deed restriction for McGraw Court.

CF Projects

- Closed out Water Heater Replacement at McGraw Court this month.

F. Update on Information Technology activities

Electronic Document Management System

- 5/22/2023: Staff continues to scan Rental Assistance files into the production environment.
 - 1809 out of approx. 2500 client files have been scanned.
 - All files will be scanned within 7 months at the current scan rate.
- 5/22/2023: Staff will begin scanning Asset Management files in Laserfiche after Yardi has been implemented.

Yardi

- 5/9/2023: Data Conversion Failed. New dates for Go-Live are provided below.
- 5/22/2023: Yardi Voyager (PHA Software) configuration for financials, Rental Assistance, Asset Management, and Admissions continues.
- 7/24/2023: Data Conversion & Go-Dark Period begins.
- 8/1/2023: RHA staff begins working in Yardi.
- 9/1/2023: "Go-Live" 1st full check run is processed Yardi.

G. Update on MTW Activities

FY 2023 Annual MTW Report

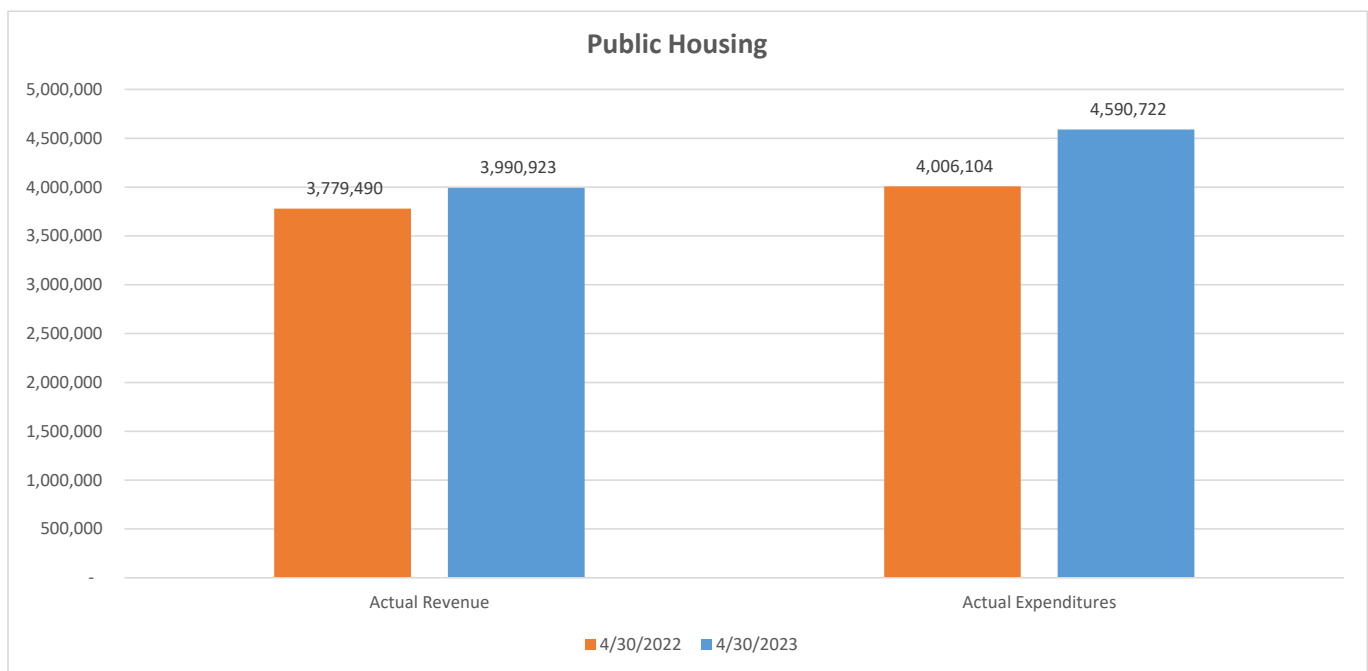
- Preparation for RHA's annual MTW Report to HUD is currently underway with data being pulled on current MTW activities. Much of this data needs to be pulled by manually looking up every assisted household multiple times. To date, detailed information has been pulled for families currently paying minimum rent, those undergoing triennial recertifications and households receiving RHA's standardized utility allowances in the HCV program. Additional data will also be pulled on households eligible for RHA's standardized medical deductions, those paying full contract rent along with detailed demographic information on all public housing and rental assistance households. All data pulls will be finalized following the end of the Fiscal Year with the report due to HUD by September 30.
- Surveys have been sent to all Mobility Demonstration participants. Survey results and internal data on Mobility Demonstration households including income, family composition, and

employment status will be sent to Rebecca J. Walter, PhD at the University of Washington (UW). This data is being used by UW to evaluate the overall progress of these families and the program.

H. Financials

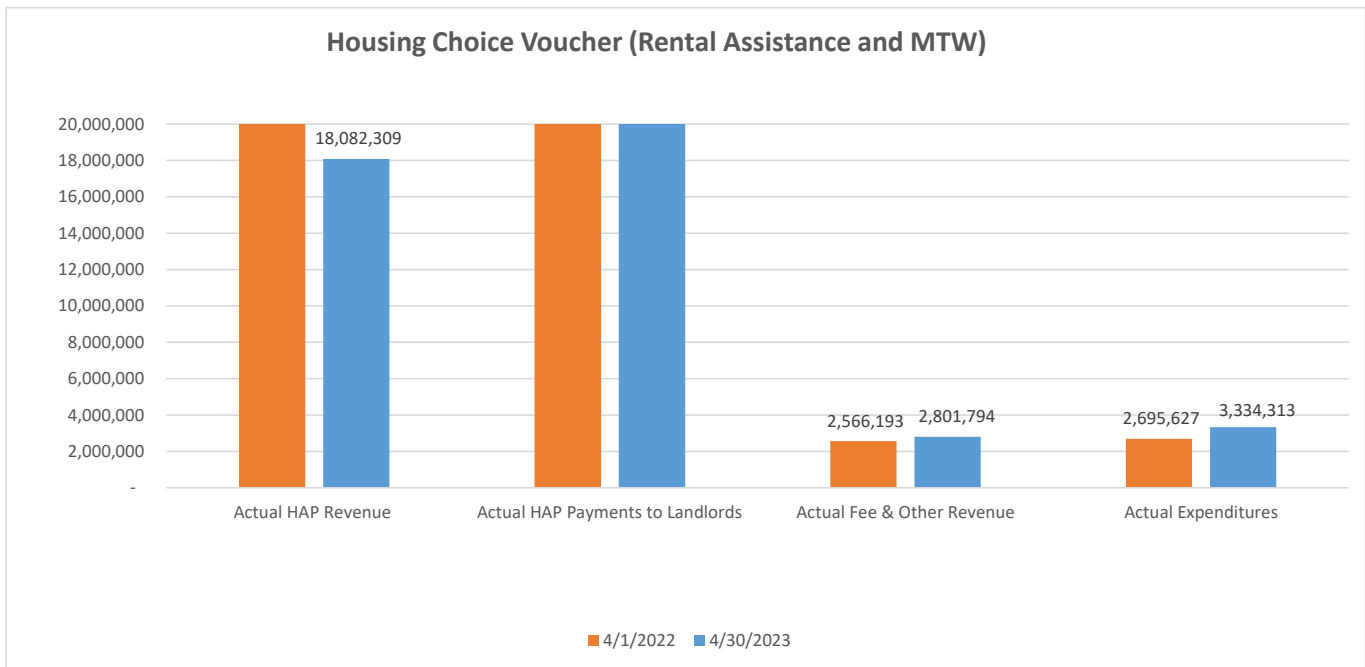
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 10 MONTHS ENDED APRIL 30, 2023**

Public Housing	4/30/2023	4/30/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual Revenue	3,990,923	3,779,490	211,433	5.59%
Budgeted Revenue	3,890,699	3,831,309	59,390	1.55%
Actual Expenditures	4,590,722	4,006,104	584,617	14.59%
Budgeted Expenditures	4,738,033	4,009,426	728,607	18.17%
Actual Surplus (deficit)	(599,799)	(226,614)	(373,184)	164.68%



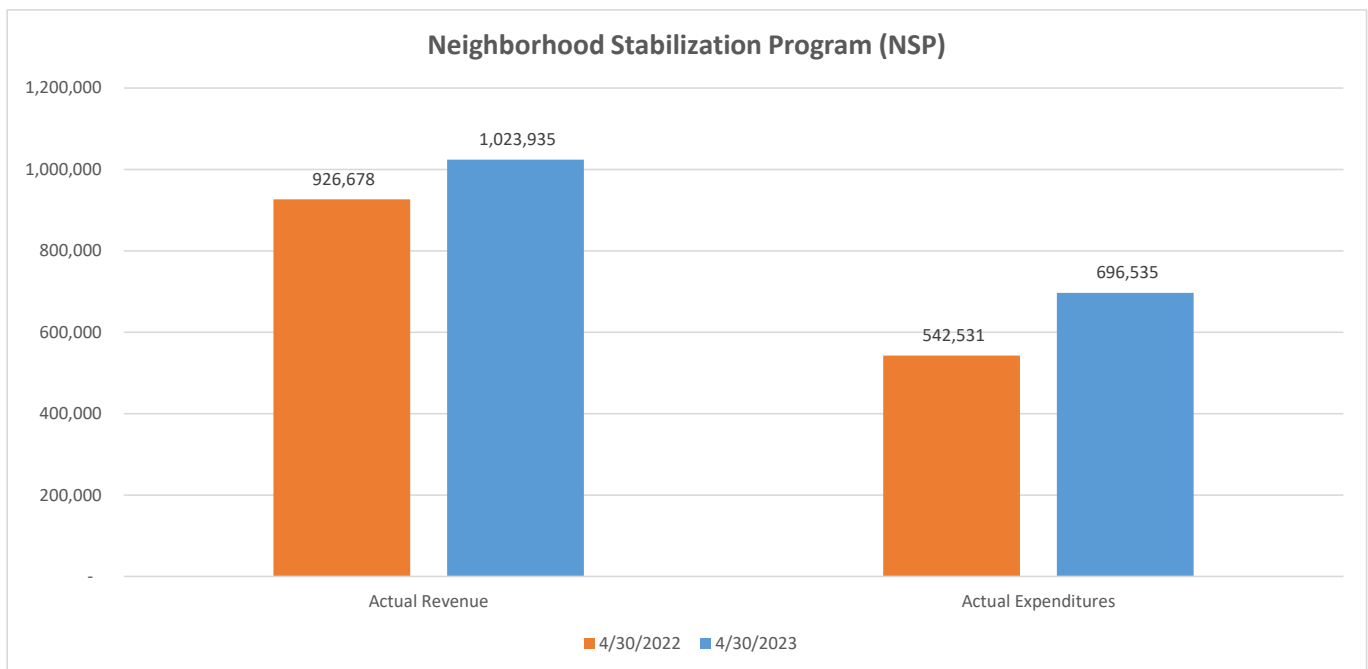
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 10 MONTHS ENDED APRIL 30, 2023**

Housing Choice Voucher (Rental Assistance and MTW)	4/30/2023	4/1/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual HAP Revenue	18,082,309	31,829,519	(13,747,210)	-43.19%
Budgeted HAP Revenue	21,327,170	32,888,559	(11,561,389)	-35.15%
Actual HAP Payments to Landlords	20,244,476	31,866,966	(11,622,491)	-36.47%
Budgeted HAP Payments to Landlords	21,020,763	32,312,434	(11,291,671)	-34.95%
Actual Fee & Other Revenue	2,801,794	2,566,193	235,602	9.18%
Budgeted Fee & Other Revenue	2,227,161	2,835,132	(607,971)	-21.44%
Actual Expenditures	3,334,313	2,695,627	638,686	23.69%
Budgeted Expenditures	2,828,394	1,330,797	1,497,597	112.53%
Actual Surplus (deficit)	(2,694,685)	(166,881)	(2,527,804)	1514.73%



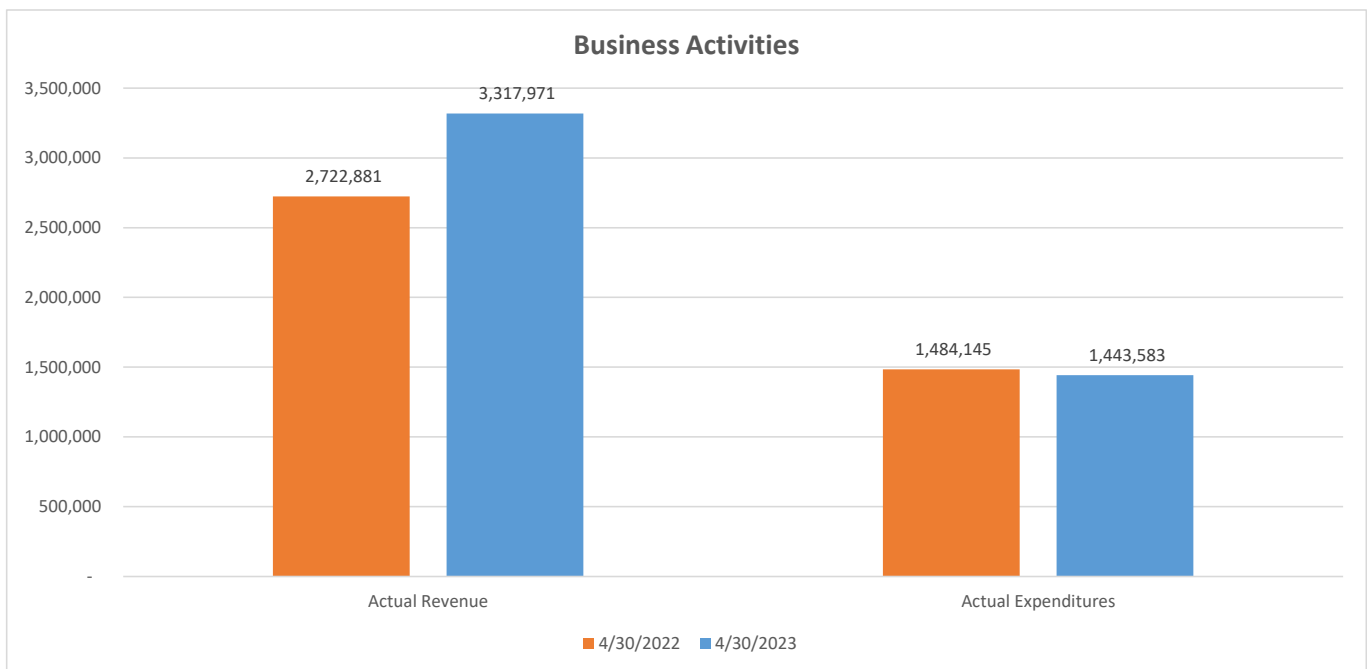
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 10 MONTHS ENDED APRIL 30, 2023**

Neighborhood Stabilization Program (NSP)	4/30/2023	4/30/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual Revenue	1,023,935	926,678	97,257	10.50%
Budgeted Revenue	995,171	934,773	60,398	6.46%
Actual Expenditures	696,535	542,531	154,004	28.39%
Budgeted Expenditures	573,125	576,994	(3,869)	-0.67%
Actual Restricted Surplus (deficit)	327,400	384,147	(56,747)	-14.77%



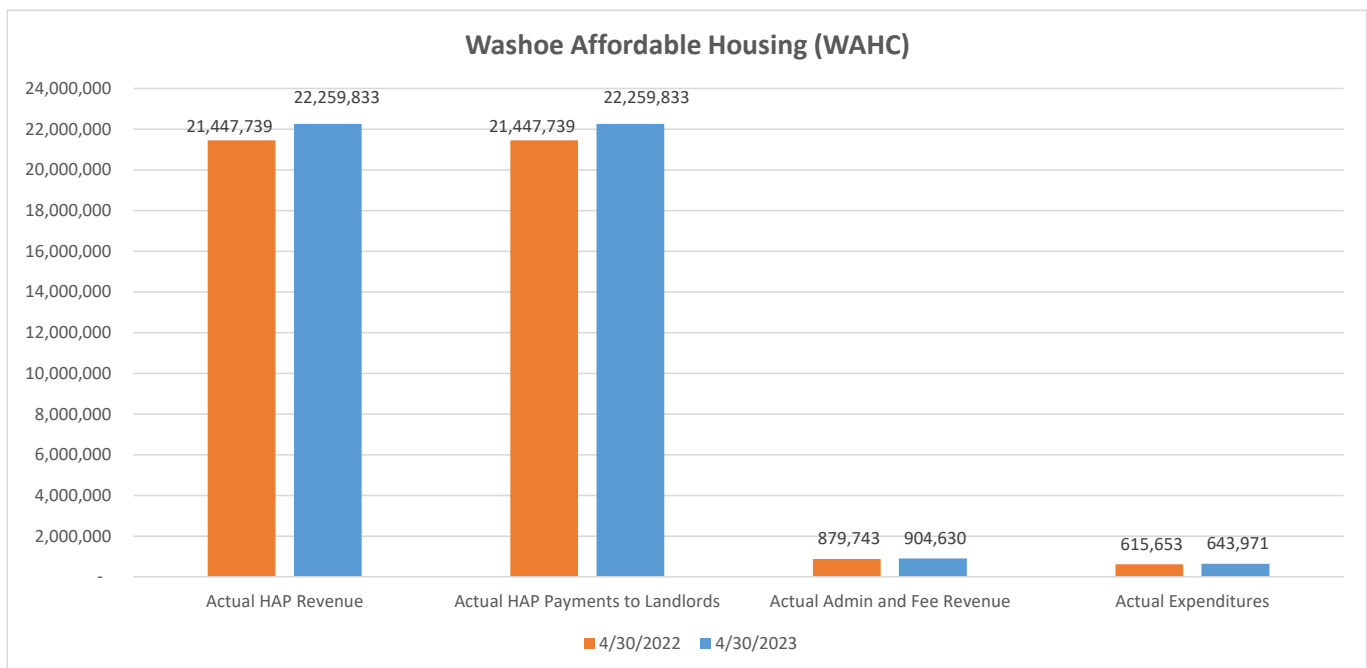
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 10 MONTHS ENDED APRIL 30, 2023**

Business Activities	4/30/2023	4/30/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual Revenue	3,317,971	2,722,881	595,091	21.86%
Budgeted Revenue	3,414,565	2,686,360	728,205	27.11%
Actual Expenditures	1,443,583	1,484,145	(40,562)	-2.73%
Budgeted Expenditures	1,434,245	1,759,216	(324,971)	-18.47%
Actual Unrestricted Surplus (deficit)	1,874,388	1,238,736	635,653	51.31%



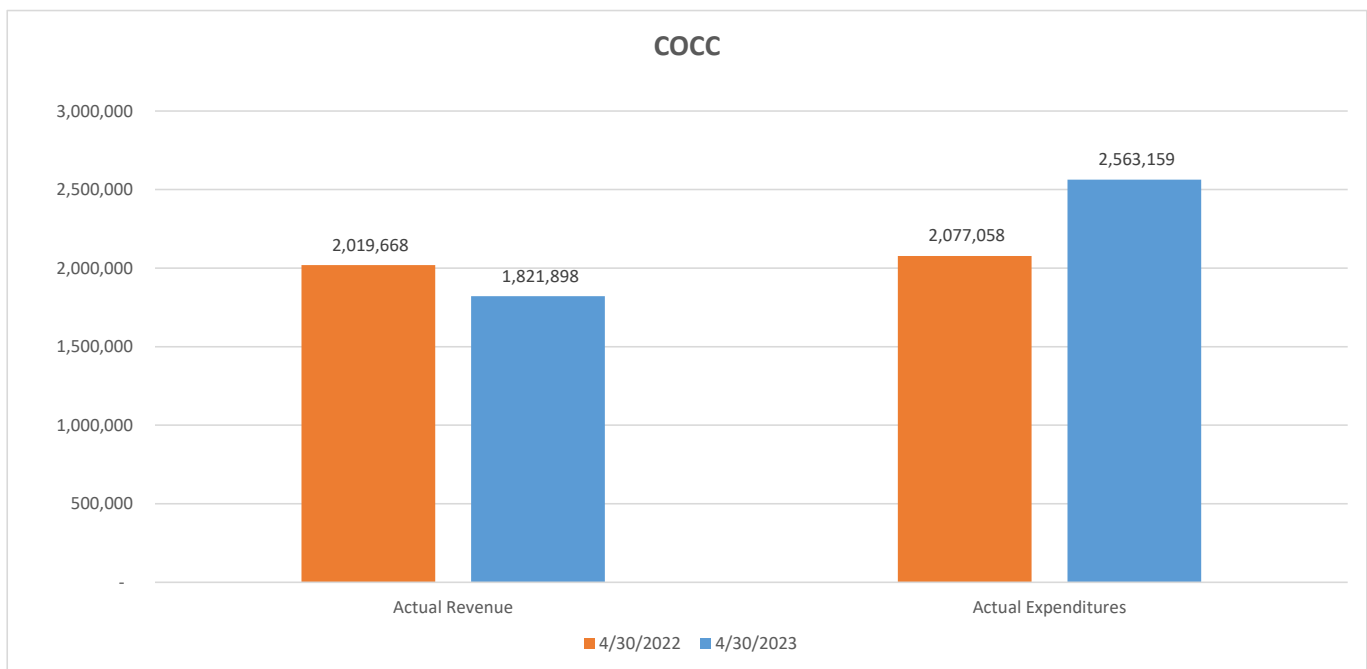
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 10 MONTHS ENDED APRIL 30, 2023**

Washoe Affordable Housing (WAHC)	4/30/2023	4/30/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual HAP Revenue	22,259,833	21,447,739	812,094	3.79%
Budgeted HAP Revenue	21,447,742	22,196,130	(748,388)	-3.37%
Actual HAP Payments to Landlords	22,259,833	21,447,739	812,094	3.79%
Budgeted HAP Payments to Landlords	21,447,742	22,196,130	(748,388)	-3.37%
<i>HAP Surplus (Deficit)</i>	-	-	-	0.00%
Actual Admin and Fee Revenue	904,630	879,743	24,887	2.83%
Budgeted Admin and Fee Revenue	860,846	739,480	121,366	16.41%
Actual Expenditures	643,971	615,653	28,318	4.60%
Budgeted Expenditures	589,632	561,760	27,872	4.96%
<i>Unrestricted Profit (Loss)</i>	<i>260,659</i>	<i>264,090</i>	(3,431)	-1.30%
Actual compared to budget	260,659	264,090	(3,431)	-1.30%



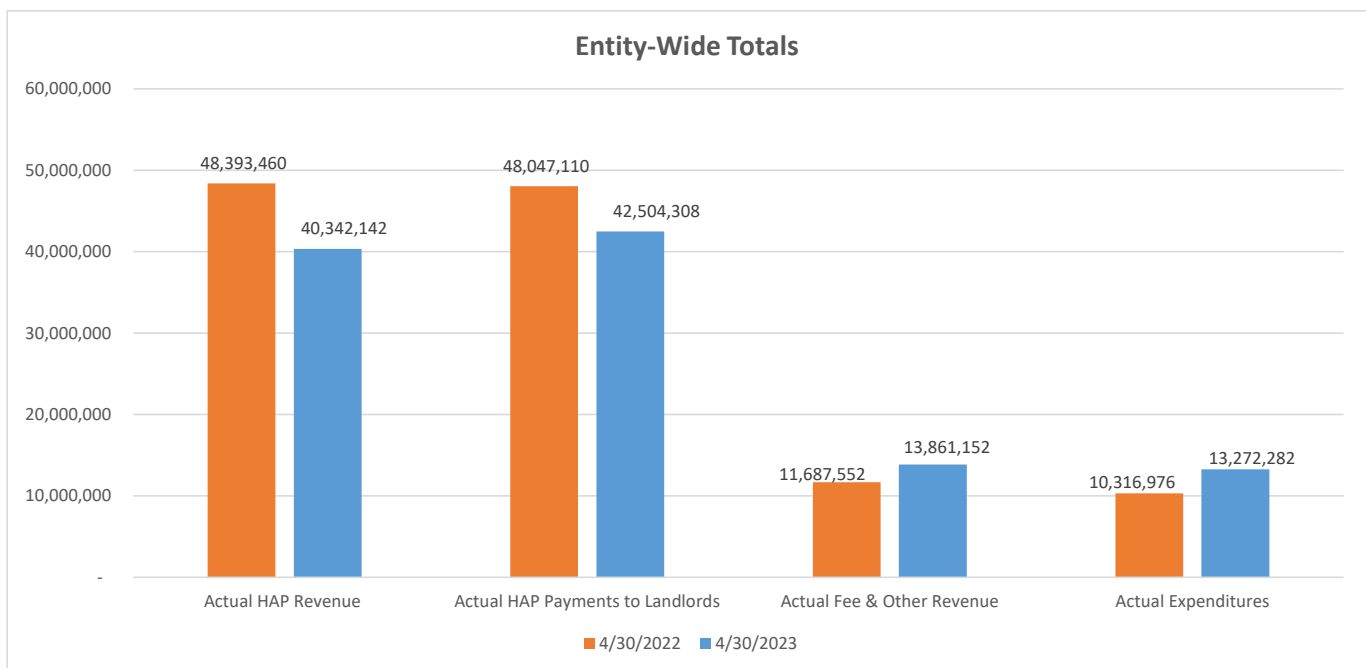
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 10 MONTHS ENDED APRIL 30, 2023**

COCC	4/30/2023	4/30/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual Revenue	1,821,898	2,019,668	(197,770)	-9.79%
Budgeted Revenue	1,985,325	1,618,967	366,358	22.63%
Actual Expenditures	2,563,159	2,077,058	486,101	23.40%
Budgeted Expenditures	3,231,420	1,562,761	1,668,659	106.78%
Actual Unrestricted Surplus (deficit)	(741,261)	(57,390)	(683,871)	1191.62%



**ENTITY-WIDE FINANCIAL REPORT
FOR THE 10 MONTHS ENDED APRIL 30, 2023**

Entity-Wide Totals	4/30/2023	4/30/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual HAP Revenue	40,342,142	48,393,460	(8,051,319)	-16.64%
Budgeted HAP Revenue	42,774,912	49,576,220	(6,801,308)	-13.72%
Actual HAP Payments to Landlords	42,504,308	48,047,110	(5,542,802)	-11.54%
Budgeted HAP Payments to Landlords	42,468,505	49,057,708	(6,589,203)	-13.43%
<i>HAP Surplus (Deficit)</i>	<i>(2,162,167)</i>	<i>346,350</i>	<i>(2,508,517)</i>	<i>-724.27%</i>
Actual Fee & Other Revenue	13,861,152	11,687,552	2,173,600	18.60%
Budgeted Fee & Other Revenue	13,373,767	11,381,418	1,992,349	17.51%
Actual Expenditures	13,272,282	10,316,976	2,955,306	28.65%
Budgeted Expenditures	13,394,848	10,320,674	3,074,174	29.79%
<i>Unrestricted Profit (Loss)</i>	<i>588,870</i>	<i>1,370,576</i>	<i>(781,706)</i>	<i>-57.03%</i>
Actual Surplus (deficit)	(1,573,297)	1,716,926	(3,290,223)	-191.63%



5. Possible adoption of Resolution 23-05-01 committing up to \$4,565,263.00 in RHA HUD held reserves for MTW Activity #2021-01 and/or business activities funds for the development of 419 10th Street. (For Possible Action)

Commissioner Sullivan motioned to approve Resolution 23-05-01 committing up to \$4,565,263.00 in RHA HUD held reserves for MTW Activity #2021-01 and/or business activities funds for the development of 419 10th Street. Commissioner Taylor seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

6. Discussion and possible action to approve final FY2024 RHA budget. (For Possible Action)

Commissioner Sullivan motioned to move approval of final FY2024 RHA budget to the June Board meeting. Commissioner Taylor seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

7. Discussion and possible action to amend the Bad Debt policy. (For Possible Action)

Commissioner Taylor motioned to amend the Bad Debt policy. Commissioner Sullivan seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

8. Discussion and possible action to approve amendments to the By-laws of the City of Reno Housing Authority. (For Possible Action)

The Board requested to approve amendments to the By-laws at the June meeting with a redlined and clean version included to review.

9. Discussion and possible action on increasing insurance limits for RHA properties. (For Possible Action)

Commissioner Sullivan motioned to increase the insurance limits for RHA properties to ensure properties are adequately insured, increasing the deductible on the policy to \$10,000 and authorizing the Executive Director to execute the new policy with Synchron; Housing Authorities Risk Retention Pool (HARRP).

10. Discussion and possible direction to staff regarding the status of RHA's scattered site portfolio and potential long-term strategy for these properties. (For Possible Action)

The Board requested to review additional information regarding RHA's scattered site portfolio including leveraging the properties, homeownership, selling on the open market and utilizing the community land trust at the July meeting. Staff will consider having a workshop to provide additional information to the residents as well.

- 11. Discussion and possible action to approve grant agreements with the State of Nevada for State and Local Fiscal Recovery Funds (also known by the State as Home Means Nevada Initiative (HMNI) funds) and corresponding deed restrictions for the following projects: \$1,500,000.00 for the development of Dick Scott Manor and \$775,000.00 for the acquisition of 419 10th Street. (For Possible Action)**

Commissioner Sullivan motioned to approve item 11 as presented. Commissioner Taylor seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

- 12. Discussion and possible action to extend the UNR Early Head Start Child Care facility lease for 870 Sage Street, Reno, through July 2024 for a total monthly fee of \$675.00 which includes monthly contract rent of \$475.00 and a monthly facility improvement account contribution of \$200.00. (For Possible Action)**

Commissioner Sullivan motioned to extend the UNR Early Head Start Child Care facility lease as presented. Commissioner Taylor seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

- 13. Discussion of the four-year proposed rent increase implementation schedule and noticing. (Discussion)**

Thoughtful and intelligent conversations took place regarding the proposed rent increase implementation schedule and noticing.

- 14. Discussion and overview of local provider partners along with the types of services they offer to RHA and its residents and clients. (Discussion)**

Director of Resident Services Fisher provided a detailed presentation on RHA and their community partners which included a resource exhibit provided in the Board packet.

- 15. Discussion of Board's intent and direction to staff regarding long-term strategy for RHA's Horizon Hills property, APN 082-22-10. (Discussion)**

An in-depth discussion took place regarding the Board's intent and direction to staff regarding long-term strategy for RHA's Horizon Hills property, APN 082-22-10.

- 16. Additional items:**

i) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)

ii) Reports on conferences and trainings. (Discussion)

There were no conferences or trainings discussed.

iii) Old and New Business. (Discussion)

iv) Request for Future Agenda Topics

- v) **Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, July 25, 2023; Tuesday, August 22, 2023; and Tuesday, September 26, 2023. (For Possible Action)**

- 17. **Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public is limited to three minutes per person.**

There was no public comment.

- 15. **Adjournment. (For Possible Action)**

The meeting adjourned at 1:50 pm.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 2

June 27, 2023

SUBJECT: Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.) (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

- a) Possible approval of amendments to the By-laws of the City of Reno Housing Authority.

FOURTH AMENDED AND RESTATED
BY-LAWS OF THE
HOUSING AUTHORITY OF THE CITY OF RENO
Adopted October 19, 1994

ARTICLE I - THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be "Housing Authority of the City of Reno".

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization. Can we see it?

Section 3. Office of Authority. The offices of the Authority shall be at such locations in the Cities of Reno or Sparks or Washoe County, State of Nevada, as the Commissioners may from time to time designate by resolution.

ARTICLE II – OFFICERS

Section 1. Officers. The Officers of the Board of Commissioners shall be a ChairmanChairperson, a Vice ChairmanChairperson and a Secretary/Treasurer.

Section 2. ChairmanChairperson. The ChairmanChairperson shall preside at all meetings of the Board of Commissioners. Except as otherwise authorized by resolution of the Commissioners, the ChairmanChairperson shall sign all contracts, deeds and other instruments for and on behalf of the Housing Authority.

Section 3. Vice ChairmanChairperson. The Vice ChairmanChairperson shall perform the duties of the ChairmanChairperson in the absence or incapacity of the ChairmanChairperson; and in case of the resignation or death of the ChairmanChairperson, the Vice ChairmanChairperson

shall perform such duties as are imposed on the ~~Chairman~~Chairperson until such time as the Commissioners shall select a new ~~Chairman~~Chairperson.

Section 4. Secretary / Treasurer. The Secretary/Treasurer shall be the Executive Director of the Authority and, as Executive Director, ~~he/she~~they shall have general supervision over the administration of its business and affairs, subject to the direction of the Commissioners.

~~He/she~~They shall be charged with the management of the housing projects of the Authority. As Secretary, ~~he/she~~they shall keep the records of the Authority, shall act as secretary of the meetings of the Commissioners and record all votes, and shall keep a record of the proceedings of the meetings of the Commissioners, except closed sessions, in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/ her office. ~~He/she~~They shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Commissioners.

As Treasurer, ~~he/she~~they shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Commissioners may select. ~~He/she~~They may be authorized to sign orders and checks for the payment of money individually or as a multiple signature, and shall pay out and disburse such monies all in accordance with policies of the Commissioners as adopted from time to time. ~~He/she~~They shall keep regular books or accounts showing receipts and expenditures and shall render to the Commissioners, at each regular meeting (or more often when requested), an account of ~~his/~~her/their transactions and also of the financial condition of the Authority.

The Secretary/Treasurer of the Board of Commissioners shall at all times be responsible to and subject to the direction of the Board of Commissioners.

Section 5. Executive Director. The Executive Director (“ED”) of the Authority shall have the general supervision over the administration of its business and affairs subject to the direction of the Authority. The compensation of the ED shall be determined by the Authority for the faithful performance of duties, as to be documented in an Agreement between the Authority and the ED.

Section 6. Additional Duties. The officers of the Board of Commissioners shall perform such other duties and functions as may from time to time be required or desired by the Board of Commissioners or the by-laws or rules and regulations of the Authority.

Section 7. Payment for Services. No officer of the Board of Commissioners shall be entitled to payment for services rendered to the Authority, except as ~~may be~~ allowed for attendance at meetings as provided under the statues of the State of Nevada, as amended from time to time by the State Legislature.

The compensation of the Executive Director for services rendered as Secretary/Treasurer to the Board of Commissioners shall be deemed included in the salary of the Executive Director as established by the Board of Commissioners.

Section 8. Duties of Members The members of the Authority shall perform such duties as are incumbent upon them by reason of their election to any office, and shall perform such other duties and functions as may from time to time be required by the Authority or these by-laws, as amended from time to time, or which may arise by reason of their appointment to serve on committees functioning within the Authority or in cooperation with other persons or groups.

Section 9. Election or Appointment. The ~~Chairman~~Chairperson and Vice ~~Chairman~~Chairperson shall be elected at the Annual Meeting of the Authority from among the commissioners of the Authority, and Authority and hold office for one year or until their successors are elected and qualified.

Section 10. Vacancies. Should the offices of ~~Chairman~~Chairperson or Vice ~~Chairman~~Chairperson become vacant, the remaining Commissioners shall elect a successor from

its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

Section 10. Additional Personnel. The Commissioners may, from time to time, authorize the employment of such personnel as deemed necessary or advisable to exercise its powers, duties and functions as prescribed by the laws of the State of Nevada applicable thereto. The selection and compensation of such personnel shall be in accordance with the Personnel Policies of the Housing Authority as established by the Commissioners Who does the Attorney work for?/

ARTICLE III - MEETINGS

Section 1. Annual Meeting. The Authority shall hold an annual meeting by ~~November~~ December of each year, which may encompass an annual retreat of the Board, ~~and be held in place of the regular meeting of the month in which it occurs~~ at a time and place identified by of the Authority in its public notice. The annual meeting shall not be held on a legal holiday or weekend. The Annual Meeting shall be separate from a regular meeting and the agenda shall be approved by the Chairperson..

The Board will work in conjunction with the Executive Director to set annual goals for the upcoming year at the annual meeting

Section 2. Regular Meetings. Regular meetings of the Authority shall be held at least once in each calendar month for the transaction of the business of the Authority, normally to be held in the Office of the Authority at 12:00 noon on the fourth Tuesday of each month unless the same shall be a legal holiday, in which event, said meeting shall be held on the next succeeding secular day. A different date, time and/or location may be chosen by the ~~Chairman~~ Chairperson or Vice ~~Chairman~~ Chairperson, or the Board and posted in accordance with Article III Section 5. The agenda for a regular meeting shall be delivered to each Commissioner or mailed to the business

or home address of each Commissioner at least three business days prior to the date of such regular meeting.

Section 3. Special Meetings. The ~~Chairman~~ Chairperson or upon the written request of two Commissioners of the Authority may, when deemed expedient, and shall, ~~upon the written request of two Commissioners~~, call a special meeting of the Authority for the purpose of transacting any business designated in the agenda. The agenda for a special meeting will be posted in accordance with Article III, Section 5. A different date, time and/or location may be chosen by the ~~Chairman~~ Chairperson, or Vice Chairman ~~Chairperson, or the Board~~ and posted in accordance with Article III, Section 5.

Section 4. Emergency Meetings. An emergency meeting may be called without notice in accordance with Nevada's Open Meeting Law.

Section 5. Notice of Meetings. Notice of all meetings of the Board of Commissioners of the Housing Authority shall, at a minimum, comply with the requisites of the statutes of the State of Nevada (open meeting laws), as they may be amended from time to time, and other resolutions or directions of the Board of Commissioners not inconsistent with said statutes.

Section 6. Quorum. The powers of the Authority shall be vested in the Board of Commissioners as may be appointed from time to time. Three Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained, subject to the same requisites for recesses of meetings as hereinafter contained.

Section 7. Order of Business. The regular meetings of the Board of Commissioners shall proceed in accordance with the posted "Notice of Meeting" except as modified by the Commissioners for emergency items or other contingencies as allowed by law. Such agenda shall be substantially in the following order:

1. Call to order and roll call
2. Receive introduction of guests and public comment
3. Approval of agenda
4. Consider recognition of posting notice and approval of minutes of previous meeting(s)
5. Consent Agenda
6. Receive Commissioner reports
7. Receive Executive Director /Secretary's report including financial statements
8. Receive Attorney's report
8. Consider resolutions before the Board
9. Other business

Items may be taken out of order as determined by the ~~Chairman~~[Chairperson](#).

Section 8. Recessed Meetings. A meeting may be recessed to the call of the Chair for not more than two hours. A meeting may be recessed to a date and time certain within five days without posting notice. If a meeting is recessed longer than five days, notice of said meeting must be posted in accordance with Article III Section 5.

Section 9 . Conduct o f Meetings. All meetings of the Authority shall be conducted in accordance with the Open Meeting Laws of the State of Nevada, as amended or enacted from time to time, and in accordance with these by-laws and such other policies on conduct of meetings as may be adopted by the Authority from time to time that are not inconsistent with the foregoing.

Section 10. Participation in Meetings. Board members may participate in scheduled meetings in-person, virtually via conference call or other electronic meeting services. Sub-committee members may also participate via these means. [If participating virtually via conference call or other electronic meeting services, Board members must be able to access any material that is presented to Board Members participating in person.](#)

Section 11. Creation of Committees. The Board of Commissioners may create board committees and subcommittees deemed necessary to assist in meeting the goals of the Authority. The Board of Commissioners, by majority vote, may make appointments to any committee and/or subcommittee, and, in so doing, will further determine the meeting frequency, number of members, member composition, the initial chair, term limits, replacement of members due to death, term expiration, retirement, incapacitation or resignation. Applications may be accepted through the Authority or an alternate designated process and referred to the Board of Commissioners for appointment. Committee and Sub-committee meetings shall be conducted in accordance with the Open Meeting Laws of the State of Nevada, as amended or enacted from time to time, and committee/sub-committee members may also participate remotely via electronic participation.

ARTICLE IV - AMENDMENT TO BY-LAWS

Section 1. The by-laws of the Authority may be amended by majority vote of its Board of Commissioners at any regular or special meeting.

ARTICLE V - RULES OF ORDER

Section 1. The rules contained in Roberts' Rule of Order, as most recently revised, shall guide the Authority in the conduct of its meetings.

These Amended and Restated By-Laws of the Housing Authority of the City of Reno are effective upon the date of its adoption.

ADOPTED THIS ___ DAY OF _____, 2023.

4877-5871-1657, v. 1

~~FOURTH AMENDED AND RESTATED~~

BY-LAWS OF THE
HOUSING AUTHORITY OF THE CITY OF RENO
~~Adopted October 19, 1994~~

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ARTICLE II - OFFICERS

Section 1. Officers. The Officers of the Board of Commissioners shall be a Chairman, a Vice Chairman and a Secretary/Treasurer.

Section 2. Chairman. The Chairman shall preside at all meetings of the Board of Commissioners. Except as otherwise authorized by resolution of the Commissioners, the Chairman shall sign all contracts, deeds and other instruments for and on behalf of the Housing Authority.

Section 3. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Commissioners shall select a new Chairman.

Section 4. Secretary/Treasurer. The Secretary/Treasurer shall be the Executive Director of the Authority and, as Executive Director, he/she shall have general supervision over the administration of its business and affairs, subject to the direction of the Commissioners. He/she shall be charged with the management of the housing projects of the Authority. As Secretary, he/she shall keep the records of the Authority, shall act as secretary of the meetings of the Commissioners and record all votes, and shall keep a record of the proceedings of the meetings of the Commissioners, except closed sessions, in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/ her office. He/she shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Commissioners.

As Treasurer, he/she shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Commissioners may select. He/she may be authorized to sign orders and checks for the payment of money individually or as a multiple signature, and shall pay out and disburse such monies all in accordance with policies of the Commissioners as adopted from time to time. He/she shall keep regular books or accounts showing receipts and expenditures and shall render to the Commissioners, at each regular meeting (or more often when requested), an account of his/ her transactions and also of the financial condition of the Authority.

The Secretary/Treasurer of the Board of Commissioners shall at all times be responsible to and subject to the direction of the Board of Commissioners.

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Section 56. Additional Duties. The officers of the Board of Commissioners shall perform such other duties and functions as may from time to time be required or desired by the Board of Commissioners or the by-laws or rules and regulations of the Authority.

Section 67. Payment for Services. No officer of the Board of Commissioners shall be entitled to payment for services rendered to the Authority, except as may be allowed for attendance at meetings as provided under the statutes of the State of Nevada, as amended from time to time by the State Legislature.

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Section 79. Election or Appointment. The Chairman and Vice Chairman shall be elected at the Annual Meeting of the Authority from among the commissioners of the Authority, and hold office for one year or until their successors are elected and qualified.

Section 810. Vacancies. Should the offices of Chairman or Vice Chairman become vacant, the remaining Commissioners shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

Section 911. Additional Personnel. The Commissioners may, from time to time, authorize the employment of such personnel as deemed necessary or advisable to exercise its powers, duties and functions as prescribed by the laws of the State of Nevada applicable thereto. The selection

and compensation of such personnel shall be in accordance with the Personnel Policies of the Housing Authority as established by the Commissioners.

ARTICLE III - MEETINGS

Section 1. Annual Meeting. ~~The annual meeting of the Authority shall be held on the fourth Wednesday of October, immediately preceding~~ hold an annual meeting by November of each year, which may encompass an annual retreat of the Board, and be held in place of the regular meeting for of the month in which it occurs, at the regular meeting a time and place identified by of the the Authority in its public notice. In the event such a date shall fall on a ~~The annual meeting shall not be held on a legal holiday or weekend, the annual meeting shall be held on the next succeeding secular day.~~

The Board will work in conjunction with the Executive Director to set annual goals for the upcoming year at the annual meeting.

Section 2. Regular Meetings. Regular meetings ~~of the Authority shall be held at least once in each calendar month for the transaction of the business of the Authority, shall normally to~~ be held in the ~~Office of the Housing Authority Conference Room at 1525 East Ninth Street, Reno, Nevada~~ at 12:00 noon on the fourth Tuesday of each month unless the same shall be a legal holiday, in which event, said meeting shall be held on the next -succeeding secular day. A different date, time and/or location may be chosen by the Chairman or Vice Chairman and posted in accordance with Article III Section 5. The agenda for a regular meeting shall be delivered to each Commissioner or mailed to the business or home address of each Commissioner at least three days prior to the date of such regular meeting.

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Section 4. Emergency Meetings. An emergency meeting may be called without notice ~~(in accordance with NRS 241.020) Nevada's Open Meeting Law, for an unforeseen circumstance which requires immediate action and includes, but is not limited to:~~

- ~~a. Disasters caused by fire, flood, earthquake or other natural causes; or~~
- ~~b. Any impairment of the health and safety of the public (NRS 241.020).~~

Section 5. Notice of Meetings. Notice of all meetings of the Board of Commissioners of the Housing Authority shall, at a minimum, comply with the requisites of the statutes of the State of Nevada (open meeting laws), as they may be amended from time to time, and other resolutions or directions of the Board of Commissioners not inconsistent with said statutes.

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1. Call to order and roll call
- ~~2. Approval of agenda~~ Receive introduction of guests and public comment
- ~~3. Approval of agenda~~
- ~~2.~~
- ~~4. Consider recognition of posting notice and approval of minutes of previous meeting(s)~~
- ~~2-5.~~ Consent Agenda
- ~~2-2.~~ Consider recognition of posting notice and approval of minutes of previous meeting(s)
- ~~4.~~ Receive introduction of guests and reports from tenant representatives
- ~~5-6.~~ Receive Commissioner reports
- ~~6.~~ Receive financial statements
7. Receive Executive Director/Secretary's report including financial statements
- ~~8.~~ Receive Attorney's report
- ~~9-8.~~ Consider resolutions before the Board
- ~~9.~~ Other business

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~~10.~~ [Items may be taken out of order as determined by the Chairman.](#)

3

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Section 8. Recessed Meetings. A meeting may be recessed to the call of the Chair for not more than two hours. A meeting may be recessed to a date and time certain within five days without posting notice. If a meeting is recessed longer than five days, notice of said meeting must be posted in accordance with Article III Section 5.

Section 9. Conduct of Meetings. All ~~meetings of the Board of Commissioners of the Housing Authority~~ shall be conducted in accordance with the ~~open Open meeting Meeting laws Laws~~ of the State of Nevada, as amended or enacted from time to time, and in accordance with these ~~by-laws~~ and such other policies on conduct of meetings as may be adopted by the ~~Commissioners Authority~~ from time to time that are not inconsistent with the foregoing.

Section 10. Participation in Meetings. ~~Board members may participate in scheduled meetings in-person, virtually via conference call or other electronic meeting services. Sub-committee members may also participate via these means.~~

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Section ~~4011~~. Creation of Committees. ~~At the sole discretion of the Board, t~~The Board of Commissioners ~~of the Authority~~ may create, ~~in its sole discretion, b~~Board committees and sub-committees deemed necessary to assist in meeting the goals of the Authority. The Board of Commissioners, by majority vote, ~~will may~~ make appointments to ~~the any~~ committee and/or sub-committee, and ~~in so doing~~ will further determine the meeting frequency, number of members, member composition, the initial chair, term limits, replacement of members due to death, term expiration, retirement, incapacitation or resignation. ~~Future appointments of the chair will be made by the committee or sub-committee.~~ Applications may be accepted through the ~~City of Reno Housing Authority or City Clerk's Office of the City of Reno or~~ an alternate designated process and referred to the Board of Commissioners for appointment. ~~Such committee and sub-committees will be authorized and installed by the Board of Commissioners by majority vote.~~ Committee and Sub-committee meetings shall be conducted in accordance with the Open Meeting Laws of the State of Nevada, as amended or enacted from time to time, and committee/sub-committee members may also participate remotely via electronic participation.

Commented [RR1]: I think the board would want to retain this authority.

Commented [RR2]: This is stated above.

Section 11. Participation in Meetings. ~~Board members may participate in scheduled meetings in person, via conference call or dial in, or via internet using electronic meeting services. Sub-committee members may also participate via these means.~~

ARTICLE IV - A AMENDMENT TO BY-LAWS

Section 1. The by-laws of the Authority may be amended by majority vote of its Board of Commissioners at any regular or special meeting.

ARTICLE V - RULES OF ORDER

Section 1. The rules contained in Roberts' Rule of Order, as most recently revised, shall ~~govern~~ guide the ~~Housing Authority~~ in ~~all cases to which they are applicable~~the conduct of its meetings, and in which they are not inconsistent with the by laws of the ~~Housing Authority~~.

~~This These Fourth Amendment and Restated of the~~ By-Laws of the Housing Authority of the City of Reno ~~is are~~ effective upon the date of its adoption.

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ADOPTED THIS 19th DAY OF October, 19942023.

RATIFIED THIS 25th DAY OF February, 2020,2023

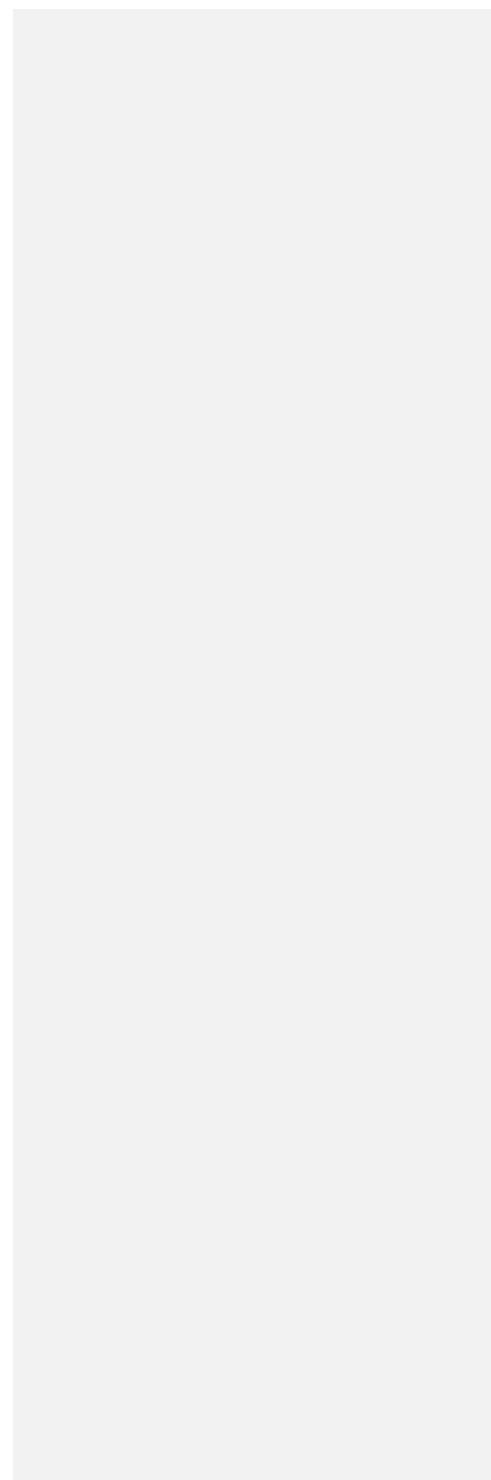
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ATTEST:

CHAIRMAN

SECRETARY

4



**FOURTH AMENDED AND RESTATED
BY-LAWS OF THE
HOUSING AUTHORITY OF THE CITY OF RENO**

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Section 1. Name of Authority. The name of the Authority shall be "Housing Authority of the City of Reno".

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Section 4. Secretary / Treasurer. The Secretary/Treasurer shall be the Executive Director of the Authority and, as Executive Director, they shall have general supervision over the administration of its business and affairs, subject to the direction of the Commissioners. They shall be charged with the management of the housing projects of the Authority. As Secretary, they shall keep the records of the Authority, shall act as secretary of the meetings of the Commissioners and record all votes, and shall keep a record of the proceedings of the meetings of the Commissioners, except closed sessions, in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/ her office. They shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Commissioners.

As Treasurer, they shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Commissioners may select. They may be authorized to sign orders and checks for the payment of money individually or as a multiple signature, and shall pay out and disburse such monies all in accordance with policies of

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Section 11. Additional Personnel. The Commissioners may, from time to time, authorize the employment of such personnel as deemed necessary or advisable to exercise its powers, duties and functions as prescribed by the laws of the State of Nevada applicable thereto. The selection and compensation of such personnel shall be in accordance with the Personnel Policies of the Housing Authority as established by the Commissioners.

ARTICLE III – MEETINGS

Section 1. Annual Meeting. The Authority shall hold an annual meeting by December of each year, which may encompass an annual retreat of the Board, at a time and place identified by of the Authority in its public notice. The annual meeting shall not be held on a legal holiday or weekend. The Annual Meeting shall be separate from a regular meeting and the agenda shall be proposed by the Chairperson.

The Board will work in conjunction with the Executive Director to set annual goals for the upcoming year at the annual meeting.

Section 2. Regular Meetings. Regular meetings of the Authority shall be held at least once in each calendar month for the transaction of the business of the Authority, normally to be held in the Office of the Authority at 12:00 noon on the fourth Tuesday of each month unless the same shall be a legal holiday, in which event, said meeting shall be held on the next succeeding secular day. A different date, time and/or location may be chosen by the Chairperson or Vice Chairperson, or the Board and posted in accordance with Article III Section 5. The agenda for a regular meeting shall be delivered to each Commissioner or mailed to the business or home address of each Commissioner at least three businessdays prior to the date of such regular meeting.

Section 3. Special Meetings. The Chairperson or upon the written request of two Commissioners of the Authority may, when deemed expedient, and shall, , call a special meeting of the Authority for the purpose of transacting any business designated in the agenda. The agenda for a special meeting will be posted in accordance with Article III, Section 5. A different date, time and/or location may be chosen by the Chairperson, Vice Chairperson, or the Board and posted in accordance with Article III, Section 5.

Section 4. Emergency Meetings. An emergency meeting may be called without notice in accordance with Nevada's Open Meeting Law.

Section 5. Notice of Meetings. Notice of all meetings of the Board of Commissioners of the Housing Authority shall, at a minimum, comply with the requisites of the statutes of the State of Nevada (open meeting laws), as they may be amended from time to time, and other resolutions or directions of the Board of Commissioners not inconsistent with said statutes.

Section 6. Quorum. The powers of the Authority shall be vested in the Board of Commissioners as may be appointed from time to time. Three Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained, subject to the same requisites for recesses of meetings as hereinafter contained.

Section 7. Order of Business. The regular meetings of the Board of Commissioners shall proceed in accordance with the posted "Notice of Meeting" except as modified by the Commissioners for emergency items or other contingencies as allowed by law. Such agenda shall be substantially in the following order:

1. Call to order and roll call
2. Receive introduction of guests and public comment
3. Approval of agenda
4. Consider recognition of posting notice and approval of minutes of previous meeting(s)
5. Consent Agenda
6. Receive Commissioner reports
7. Receive Executive Director /Secretary's report including financial statements
8. Consider resolutions before the Board
9. Other business

Items may be taken out of order as determined by the Chairperson.

Section 8. Recessed Meetings. A meeting may be recessed to the call of the Chair for not more than two hours. A meeting may be recessed to a date and time certain within five days without posting notice. If a meeting is in recess longer than five days, notice of said meeting must be posted in accordance with Article III Section 5.

Section 9. Conduct of Meetings. All meetings of the Authority shall be conducted in accordance with the Open Meeting Laws of the State of Nevada, as amended or enacted from time to time, and in accordance with these by-laws and such other policies on conduct of meetings as may be adopted by the Authority from time to time that are consistent with the foregoing.

Section 10. Participation in Meetings. Board members may participate in scheduled meetings in-person, virtually via conference call or other electronic meeting services. Sub-committee members may also participate via these means. If participating virtually via conference call or other electronic meeting services, Board members must be able to access any material that is presented to Board Members participating in person.

Section 11. Creation of Committees. The Board of Commissioners may create board committees and subcommittees deemed necessary to assist in meeting the goals of the Authority. The Board of Commissioners, by majority vote, may make appointments to any committee and/or subcommittee, and, in so doing, will further determine the meeting frequency, number of members, member composition, the initial chair, term limits, replacement of members due to death, term expiration, retirement, incapacitation or resignation. Applications may be accepted through the Authority or an alternate designated process and referred to the Board of Commissioners for appointment. Committee and Sub-committee meetings shall be conducted in accordance with the Open Meeting Laws of the State of Nevada, as amended or enacted from time to time, and committee/sub-committee members may also participate remotely via electronic participation.

ARTICLE IV - AMENDMENT TO BY-LAWS

Section 1. The by-laws of the Authority may be amended by majority vote of its Board of Commissioners at any regular or special meeting.

ARTICLE V - RULES OF ORDER

Section 1. The rules contained in Roberts' Rule of Order, as most recently revised, shall guide the Authority in the conduct of its meetings.

These Amended and Restated By-Laws of the Housing Authority of the City of Reno are effective upon the date of its adoption.

ADOPTED THIS ____ DAY OF _____, 2023.
4888-9143-6137, v. 1

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 3

June 27, 2023

SUBJECT: Commissioner Reports. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 4****June 27, 2023**

SUBJECT: Executive Director/Secretary's Report. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

A. Update on Agency Activities

- RHA is permit ready at Dick Scott Manor and is holding a groundbreaking ceremony on June 29th to kick off construction at the site.
- RHA received eight (8) submissions in response to its RFP for a Master Developer for the Hawk View and Silverada development projects. A 5-member selection committee is reviewing the proposals. A recommendation(s) is expected by the July board meeting.
- RHA closed on its \$1.75M contribution to Truckee Meadows Housing Solutions for its GenDen project. The GenDen will provide ten units of intergenerational housing for seniors and young adults. Construction on the project is expected to begin this week.
- Planning has started for the Nevada Housing Coalition conference in October in Las Vegas. RHA's Executive Director is on the planning committee and is spearheading speakers for several sessions on affordable housing finance and development. Staff will also be participating on panels.
- The legislative session closed on June 5th. Several housing bills passed that may provide opportunities for RHA to apply for new funding and/or make the affordable housing funding process more efficient. These include:
 - AB333 codifies that housing authorities will conduct inspections in compliance with HUD requirements and seek a tenant's signature for the inspection results.
 - AB62 changes the way affordable housing projects can qualify for a property tax exemption. This change should enable bond and other off-HOME funding cycle projects to move forward more quickly because other soft funding sources can now trigger the exemption.
 - AB310 creates the Supportive Housing Fund. This fund provides \$32.2M for development of supportive housing, operations of supportive housing, and capacity building for partnerships around supportive housing.
- Executive staff have started quarterly meetings with the City of Reno Manager and Assistant Manager.

B. Update on Rental Assistance Voucher Programs / Asset Management

Rental Assistance Voucher Programs

Voucher Type	Total Voucher Baseline	Vouchers Leased as of 5/1/22	Percent Leased	Vouchers Issued Not Yet Leased
Housing Choice Voucher	2,477	2,261	91%	181
VASH	416	277	66%	51
EHV	137	90	66%	23
FYI	15	5	33%	4

Number HQS Inspections Conducted by Month	
May 2023	238

Housing Choice Vouchers (HCV)

Description: Vouchers used by clients to lease a unit in Washoe County of their choosing. Applicants are pulled from the RHA HCV Waitlist. These vouchers also include Project Based Vouchers. The RHA has chosen to Project Base 107 of our HCV's to assist special populations obtain housing. Of the total 107 PBV units, 95 are assigned to RHA owned properties.

Lease-Up Expectations: Although total voucher allocation is 2524, HUD has set the agency's leasing expectation at 2382 (AKA RHA's MTW Baseline), which is the maximum leasing expectation set by HUD when RHA signed its MTW Contract. Funds provided by HUD to support the HCV program are also used to support the agency's MTW activities and therefore full lease up of all 2524 vouchers is not expected or suggested by HUD.

Veteran's Affairs Supporting Housing Vouchers (VASH)

Description: Vouchers allocated by HUD with an ongoing partnership with the VA to serve homeless veterans. The VA provides case management services to participants. The VA makes direct referrals to RHA of eligible clients and the RHA provides a VASH voucher. Currently, RHA has project-based 9 of these vouchers.

Emergency Housing Vouchers (EHV)

Description: Vouchers allocated by HUD for the specific purpose of assisting homeless individuals or families or those at risk of homelessness in obtaining housing. RHA is partnering with four local agencies (Catholic Charities, Health Plan of Nevada, Washoe County Human Services-Our Place and Volunteers of America) that have experience providing services to this population. Referrals for the program must come from the regional Continuum of Care (CoC) coordinated entry system. Direct referrals are received by the RHA from the partnering agency and the RHA provides the EHV voucher.

Foster Youth to Independence Vouchers (FYI)

Description: Voucher allocated by HUD for the specific purpose of assisting foster youth aging out of the foster care system. RHA is partnering with Washoe County Human Services and Eddy House to provide referrals and case management to clients. Direct referrals are received by the RHA from the partnering agency and the RHA provides the FYI voucher.

Asset Management

- Asset Management completed interviews for the Maintenance Groundskeeper position. The chosen candidate is currently going through the background check process, and we anticipate a start date at the beginning of July. Management is working on updating the job description for the Asset Management Administrator in preparation of posting that role.
- All Scattered Site After Hour Monitors were converted to Live In contracts where they will now respond to after hour emergency calls. This will provide a more immediate response for our tenants since the Live Ins reside in the area they are monitoring. This will also assist in cutting costs since we no longer need to send

maintenance to respond to all the after-hour calls unless the Live In cannot abate the issue.

- Maintenance staff completed the start-up of swamp coolers and irrigation during the month of May. They are now focused on fixing any issues that were noted during the start-up process and completing weed removal.
- Management and Maintenance attended several Yardi training sessions throughout May, the training was primarily focused on work order processes.
- Public Housing ended the month of March with 32 vacancies for an overall occupancy rate of 95.73% across all sites. In May, nine residents vacated their unit, and two units were leased.

C. Update on Workforce Development, Elderly Services, and youth activities

Elderly Services:

- **Sanford Center for Aging** and **UNR's School of Medicine** began a health and wellness series at McGraw Court, open to all senior residents during the summer months. Residents may stop by twice a month to get blood sugar checks, blood pressure checks, lipid profiles, mental health and additional medical screenings.
- **Saint Mary's** held a hydration informative event at Silverada Manor as we enter into the heat of the summer. Lunch was served to all participants.
- Staff is preparing for a senior summer workout program to be held at Silverada Manor.

Workforce Development (WFD):

- The *Getting Ahead in a Just Getting by World* program, in partnership with **Opportunity Alliance Nevada**, officially launched at RHA with an orientation celebration held on June 20th.
- **University of Nevada Reno's School of Public Health** hosted a Health and Stress Management workshop open to all RHA residents.
- Interviews have concluded for the two RHA Resident Connectivity Interns. The top two candidates were chosen and are expected to start in July.

Youth/Family Activities:

- In preparation for **Sierra Nevada Journeys'** summer camp 2023, **Greater Nevada Credit Union** donated 50 backpacks with camping supplies for RHA youth.

- **Note-Ables Music Therapy** will be continuing their services and extending RHA music classes another 8 weeks. RHA is extremely grateful for their partnership.
- **Ballroom of Reno** will be starting an additional class in August for RHA youth and their parents/guardians to take part in together.
- Staff has been busy preparing for the inaugural RHA Start Smart Awards Dinner on to celebrate our first class of graduating students!

Resident Councils:

- Tom Sawyer Resident Council held a Father's Day breakfast for residents to come together and celebrate all fathers in the community.
- Stead Manor Resident Council held a community clean-up day in conjunction with a barbeque to commemorate the start of summer.

** The Authority's community partners are designated in bold within the Update on Elderly Services, Workforce Development, and youth activities headers.*

D. Update on Public Affairs Activities

Traditional Media, Social Media

- Hilary and Alondra Prado participated in a KKOH radio show June 9. The Jon Sanchez Show topics included general RHA overview and landlord opportunities for Housing Choice Vouchers.
- Twitter finally reached 100+ followers.
- Facebook 1,500+ likes/followers.
- Instagram 500+ followers. Added "highlights" allows residents to more easily find topics of interest.
- Flyers with QR codes and Nixle posts went to all residents to increase these numbers and it seems to be working.

Opportunity Knocks Magazine

- Staff is compiling final corrections and will send to Reno Type this week.

Start Smart Scholarship Dinner

- Ready for the event this week

Dick Scott Groundbreaking

- Sending program to the printer's this week. Buttoning up last-minute details regarding parking, signage, generators/power, etc.

Other

- Working with Rental Assistance to develop an online tutorial to show people how to get on the waitlists and maneuver through the system.
- Awaiting leadership approval on history project scope of work. Will then send to university political science and history departments in the hope a student is interested in delving into the history of RHA and the municipal actions that created and modernized the organization.
- Researching a platform in which to send elected officials and community partners a quarterly email update on RHA activities.

E. Update on Development Activities

Silverada Manor & Hawk View Redevelopment:

- Master Developer Evaluation Committee completed Round 1 scoring and selected four developers for Round 2 interviews
 - Brinshore Development
 - Greenstreet Development
 - McCormack Baron Salazar
 - Volunteers of America National Services
- Interviews will be on June 28 and evaluation committee will make final recommendation for Board approval at the July Board of Commissioners meeting.
- The HUD Environmental Review process is moving forward for both projects within the anticipated timelines.

Dick Scott Manor

- Pulled building permits on June 26
- Groundbreaking Ceremony to be held on June 29

419 10th Street

- HUD Environmental Review moving forward at a good pace and inline to be complete within timeline agreed upon in PSA
- Development department has completed due diligence on plans and other documents provided and is in the process of preparing an IFB for a general contractor.

Stead Manor

- Received design phase proposals from JKAE architectural firm.

- Continuing to work on finalizing Grant Agreement and Deed Restriction with the Nevada Housing Division and HUD

Essex Manor

- Continuing to work on finalizing Grant Agreement and Deed Restriction with the Nevada Housing Division and HUD

McGraw Court/Silver Sage Court

- Received design phase proposals from JKAE architectural firm.
- Confirmed current legal description of McGraw Court and drafted new Declaration of Trust to be signed by RHA and HUD and then recorded with Washoe County. This must happen before we can move forward with the HMNI grant agreement and deed restriction for McGraw Court

CF Projects

- No update

F. Update on Information Technology activities

With the recent resignation of RHA's Director of IT, staff have begun recruitment for a replacement and will conduct interviews in the coming month. In the interim, Deputy Executive Director, Heidi McKendree and IT Network Administrator, Josh Stice, have been ensuring Yardi implementation and other IT projects continue to move forward without interruption.

Electronic Document Management System (EDMS)

- Temporary staff continue to scan Rental Assistance into the production environment.
- After Yardi implementation, Asset Management files will be scanned.

Yardi Implementation

- After a failed data conversion in late May, Yardi is conducting a test conversion to ensure that all RHA data will be accurate when final data conversion occurs 7/24/2023. Staff will "go-live", begin processing client/tenant certifications in early August. Finance will be producing the first check run from Yardi in late August to pay September Housing Assistance Payments to landlords.

G. Update on MTW Activities

FY 2023 Annual MTW Report

- Preparation for RHA's annual MTW Report to HUD is underway with data continuing to be pulled on current MTW activities. Until the new software system is

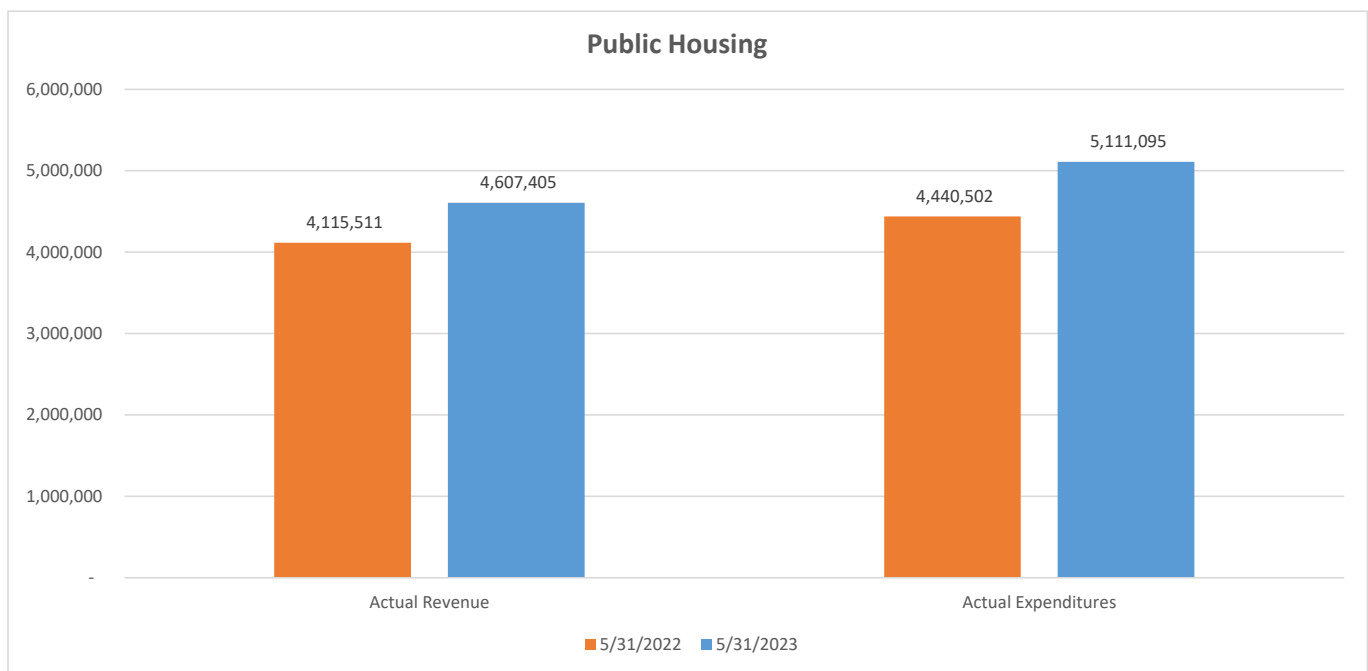
in place, most of the required data needs to be pulled manually by looking up every household assisted by RHA multiple times. To date, detailed information has been pulled for families currently paying minimum rent, those undergoing triennial recertifications and households receiving RHA's standardized utility allowances in the HCV program. Additional data will also be pulled on households eligible for RHA's standardized medical deductions, those paying full contract rent along with detailed demographic information on all public housing and rental assistance households. All data pulls will be finalized following the end of the Fiscal Year with the annual report due to HUD by September 30.

- Surveys continue to trickle in from current and prior Mobility Demonstration participants. Survey results and internal data on Mobility Demonstration households including income, family composition, and employment status will be sent to Rebecca J. Walter, PhD at the University of Washington (UW). This data is being used by UW to evaluate the overall progress of these families and the program.

H. Financials

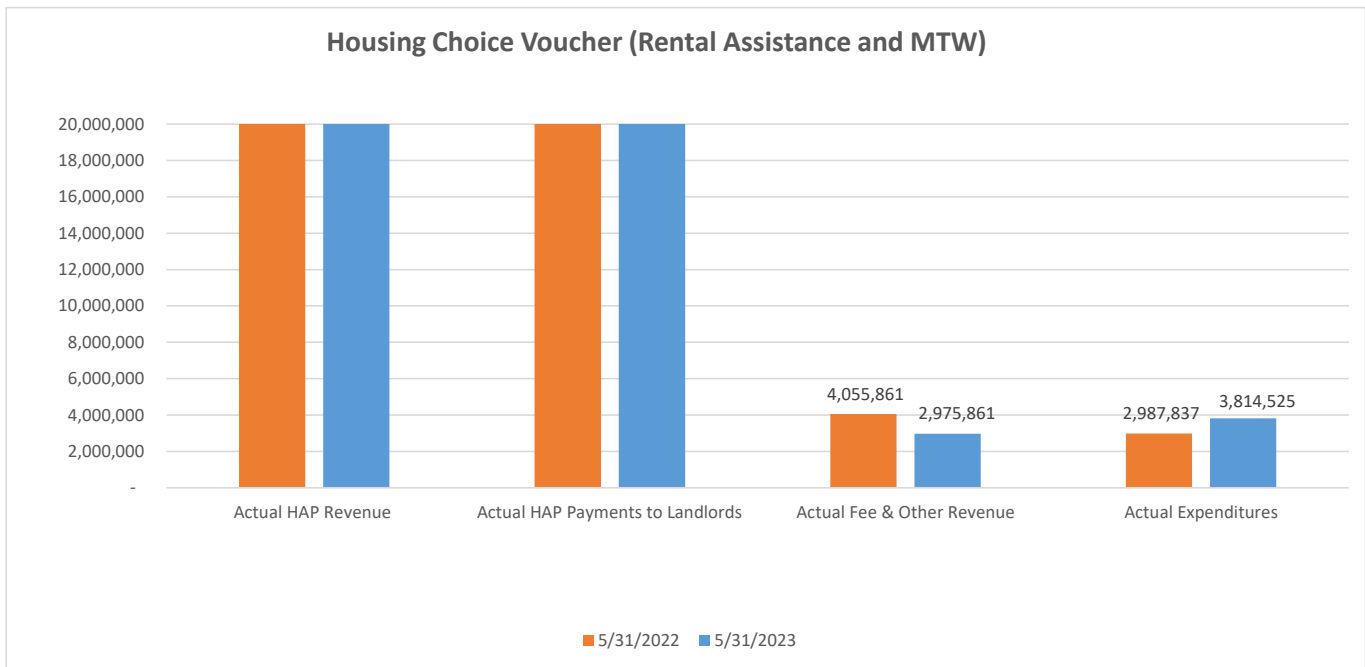
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2023**

Public Housing	5/31/2023	5/31/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual Revenue	4,607,405	4,115,511	491,894	11.95%
Budgeted Revenue	4,279,769	4,214,440	65,329	1.55%
Actual Expenditures	5,111,095	4,440,502	670,593	15.10%
Budgeted Expenditures	5,211,891	4,410,368	801,523	18.17%
Actual Surplus (deficit)	(503,690)	(324,991)	(178,699)	54.99%



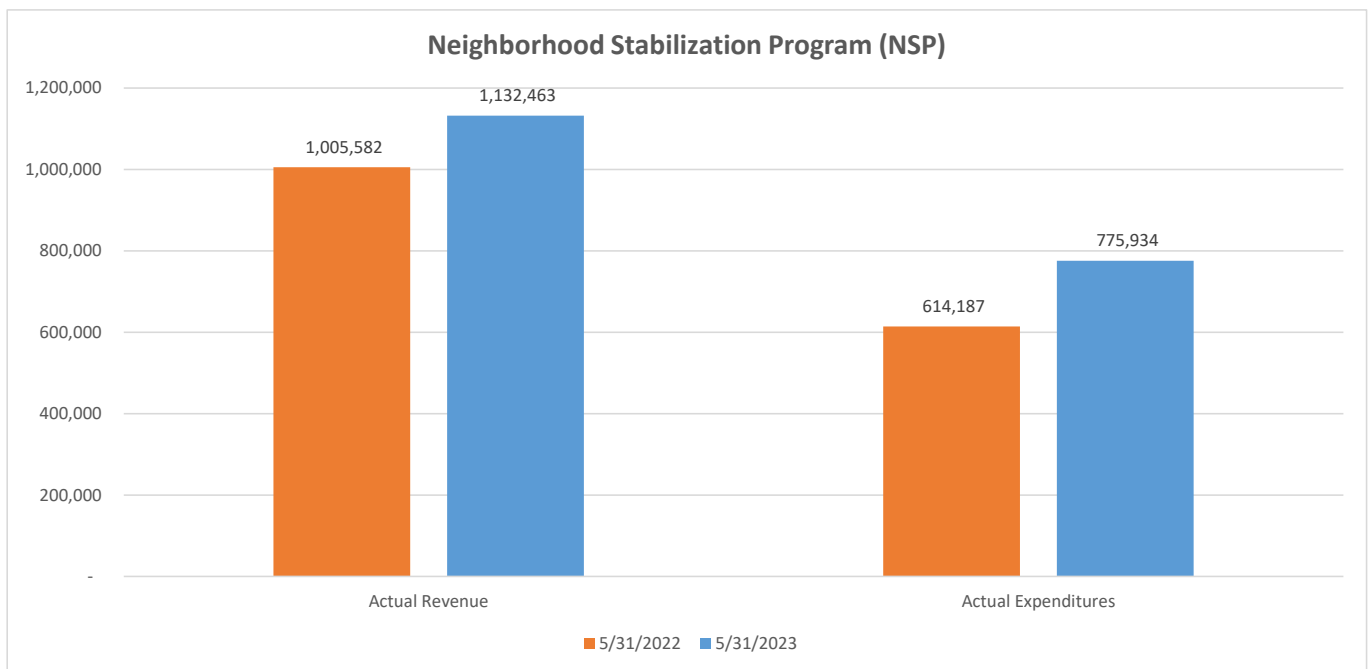
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2023**

Housing Choice Voucher (Rental Assistance and MTW)	5/31/2023	5/31/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual HAP Revenue	21,703,311	34,537,249	(12,833,938)	-37.16%
Budgeted HAP Revenue	23,459,887	36,177,414	(12,717,527)	-35.15%
Actual HAP Payments to Landlords	22,354,840	34,645,184	(12,290,344)	-35.47%
Budgeted HAP Payments to Landlords	23,122,840	35,543,677	(12,420,837)	-34.95%
Actual Fee & Other Revenue	2,975,861	4,055,861	(1,080,000)	-26.63%
Budgeted Fee & Other Revenue	2,449,877	3,118,645	(668,768)	-21.44%
Actual Expenditures	3,814,525	2,987,837	826,688	27.67%
Budgeted Expenditures	3,111,233	3,296,984	(185,751)	-5.63%
Actual Surplus (deficit)	(1,490,194)	960,089	(2,450,283)	-255.21%



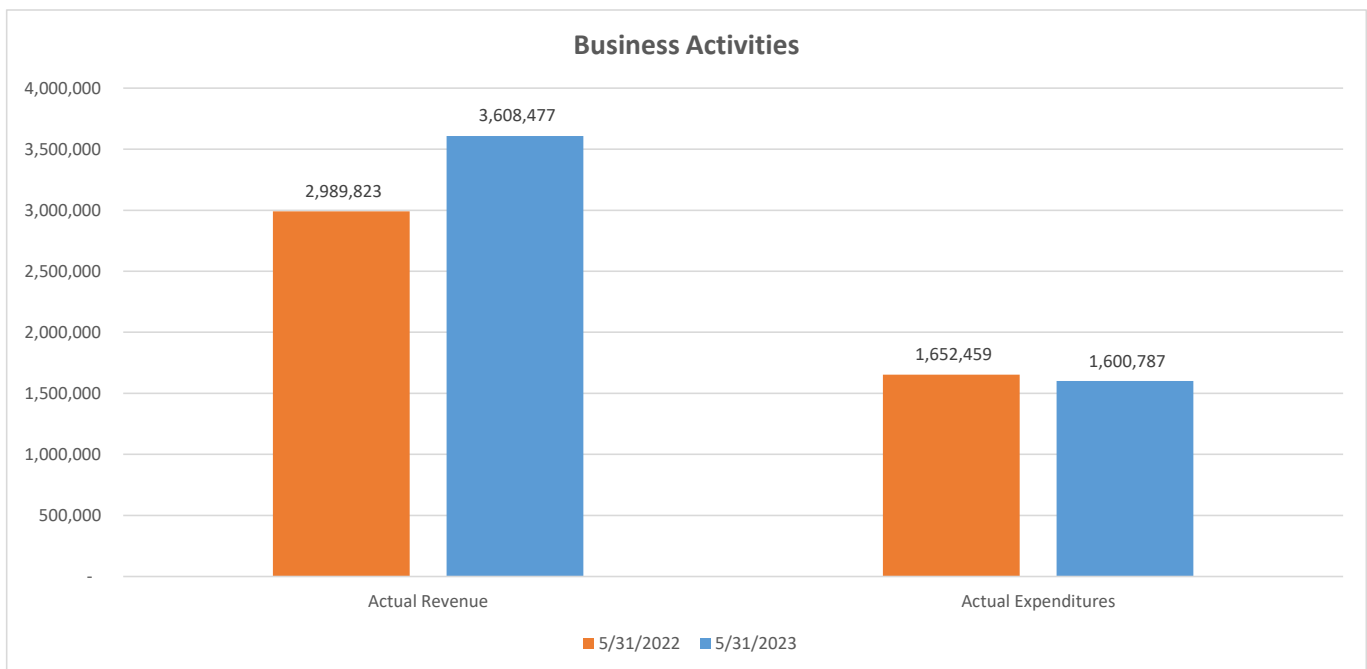
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2023**

Neighborhood Stabilization Program (NSP)	5/31/2023	5/31/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual Revenue	1,132,463	1,005,582	126,881	12.62%
Budgeted Revenue	1,094,688	1,028,250	66,438	6.46%
Actual Expenditures	775,934	614,187	161,747	26.34%
Budgeted Expenditures	630,438	634,694	(4,256)	-0.67%
Actual Restricted Surplus (deficit)	356,529	391,395	(34,866)	-8.91%



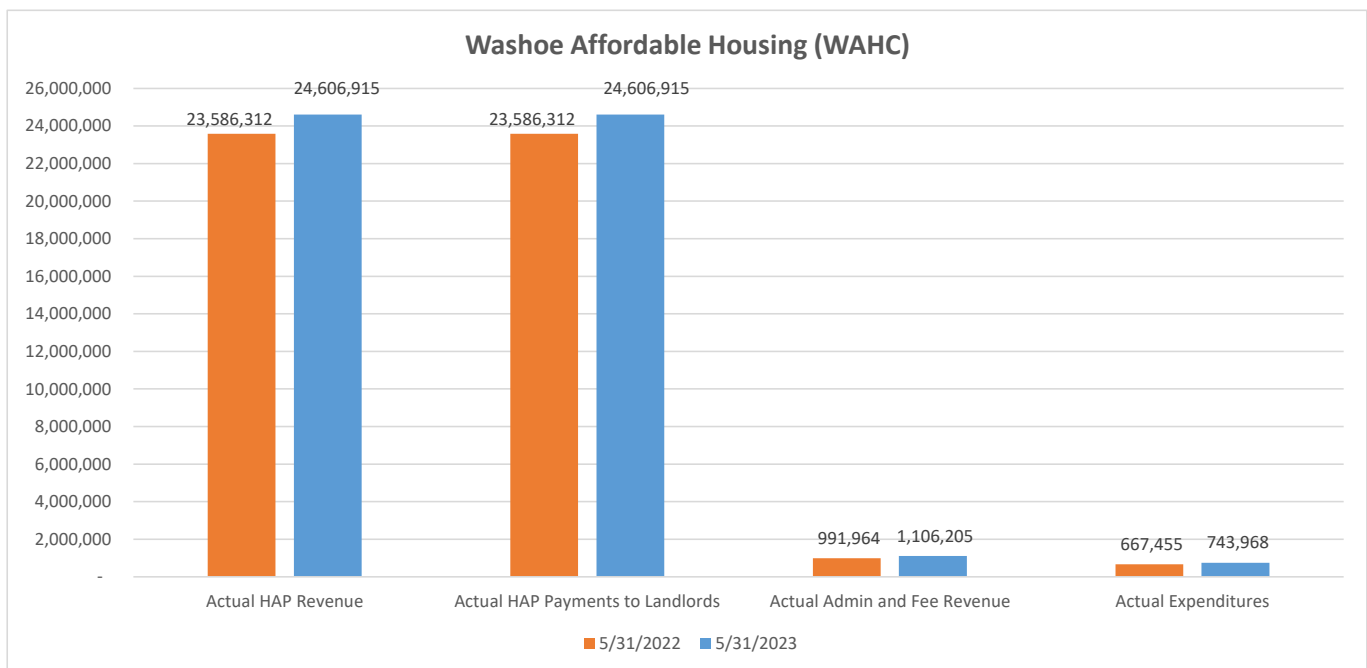
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2023**

Business Activities	5/31/2023	5/31/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual Revenue	3,608,477	2,989,823	618,654	20.69%
Budgeted Revenue	3,756,022	2,954,996	801,026	27.11%
Actual Expenditures	1,600,787	1,652,459	(51,672)	-3.13%
Budgeted Expenditures	1,577,669	1,935,137	(357,468)	-18.47%
Actual Unrestricted Surplus (deficit)	2,007,690	1,337,364	670,326	50.12%



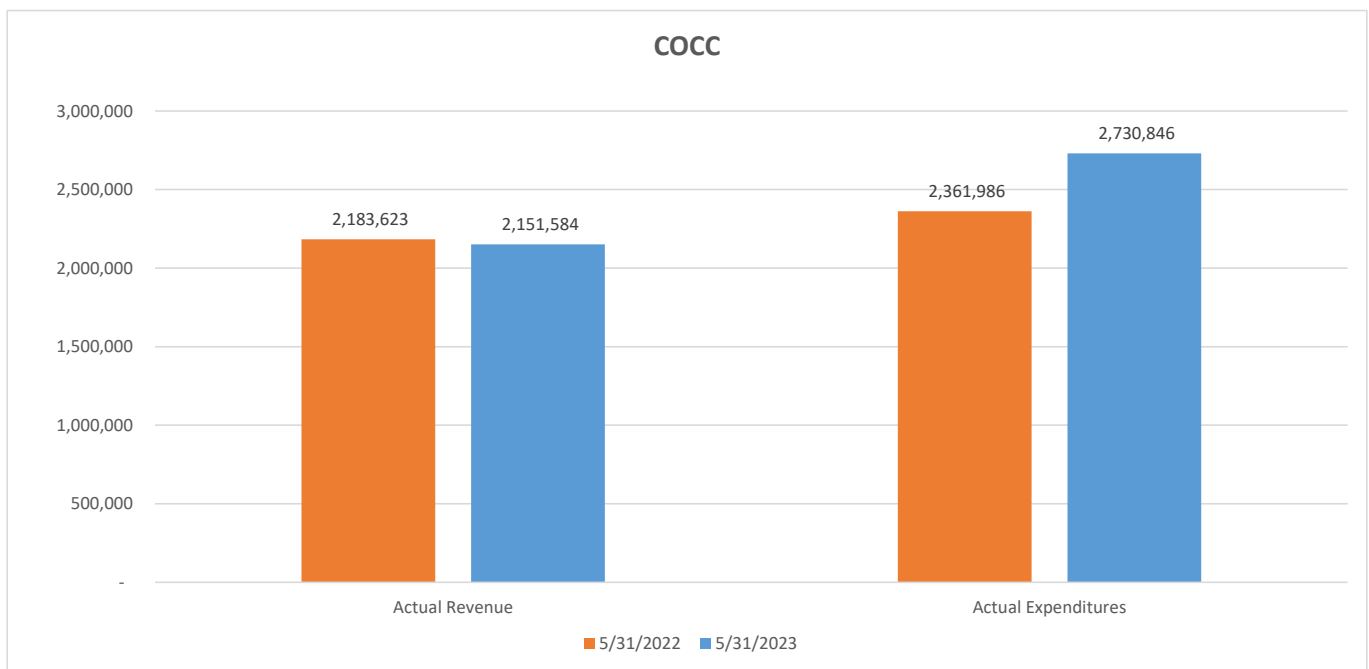
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2023**

Washoe Affordable Housing (WAHC)	5/31/2023	5/31/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual HAP Revenue	24,606,915	23,586,312	1,020,603	4.33%
Budgeted HAP Revenue	23,592,516	24,415,743	(823,227)	-3.37%
Actual HAP Payments to Landlords	24,606,915	23,586,312	1,020,603	4.33%
Budgeted HAP Payments to Landlords	23,592,516	24,415,743	(823,227)	-3.37%
<i>HAP Surplus (Deficit)</i>	-	-	-	0.00%
Actual Admin and Fee Revenue	1,106,205	991,964	114,241	11.52%
Budgeted Admin and Fee Revenue	946,930	813,428	133,502	16.41%
Actual Expenditures	743,968	667,455	76,513	11.46%
Budgeted Expenditures	648,595	617,936	30,659	4.96%
<i>Unrestricted Profit (Loss)</i>	<i>362,237</i>	<i>324,509</i>	37,728	11.63%
Actual compared to budget	362,237	324,509	37,728	11.63%



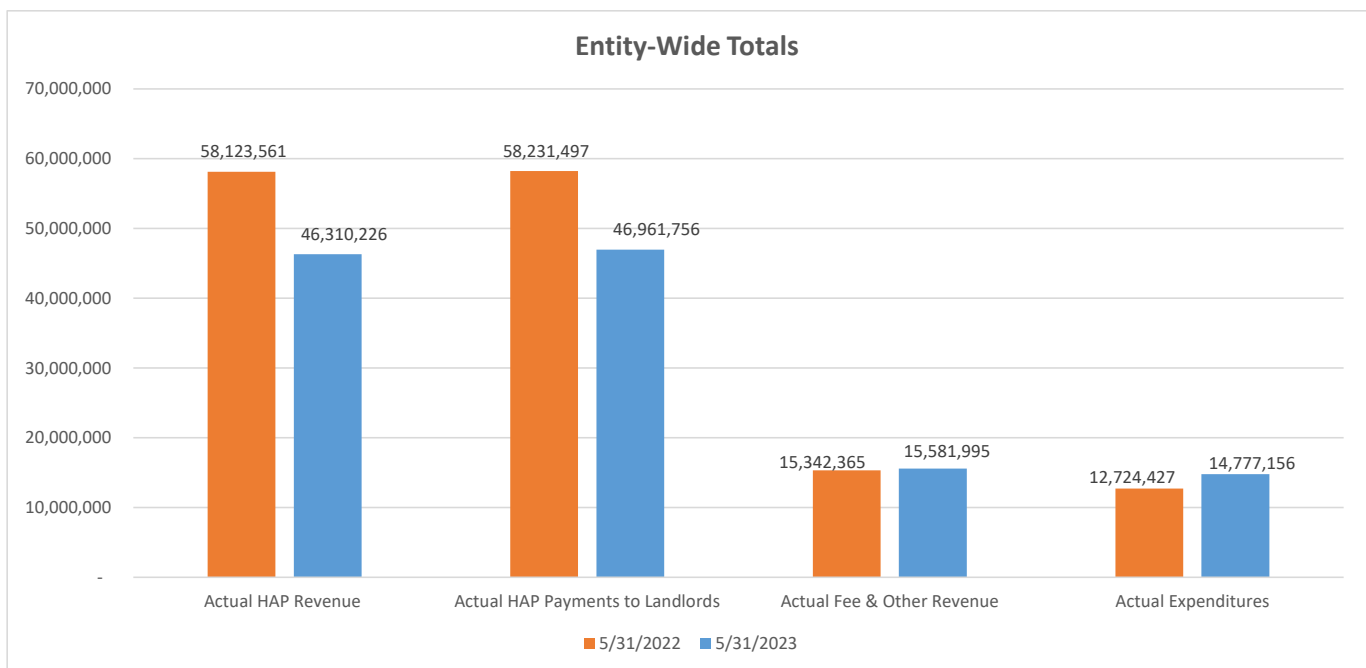
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2023**

COCC	5/31/2023	5/31/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual Revenue	2,151,584	2,183,623	(32,039)	-1.47%
Budgeted Revenue	2,183,858	1,780,863	402,995	22.63%
Actual Expenditures	2,730,846	2,361,986	368,860	15.62%
Budgeted Expenditures	3,554,562	1,719,038	1,835,524	106.78%
Actual Unrestricted Surplus (deficit)	(579,262)	(178,363)	(400,899)	224.77%



**ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2023**

Entity-Wide Totals	5/31/2023	5/31/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual HAP Revenue	46,310,226	58,123,561	(11,813,335)	-20.32%
Budgeted HAP Revenue	47,052,403	60,593,157	(13,540,754)	-22.35%
Actual HAP Payments to Landlords	46,961,756	58,231,497	(11,269,741)	-19.35%
Budgeted HAP Payments to Landlords	46,715,356	59,959,420	(13,244,065)	-22.09%
HAP Surplus (Deficit)	(651,529)	(107,936)	(543,593)	503.63%
Actual Fee & Other Revenue	15,581,995	15,342,365	239,630	1.56%
Budgeted Fee & Other Revenue	14,711,143	13,910,622	800,521	5.75%
Actual Expenditures	14,777,156	12,724,427	2,052,729	16.13%
Budgeted Expenditures	14,734,388	12,614,157	2,120,231	16.81%
Unrestricted Profit (Loss)	804,840	2,617,938	(1,813,098)	-69.26%
Actual Surplus (deficit)	153,310	2,510,002	(2,356,692)	-93.89%



July 2023: Resident Services Activities & Events

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	3	4	5	6	7	8
KEY	Sierra Nevada Journeys RHA Summer Camp Week 1: 25 Youth					
<i>Youth Activities</i>	Silverada Resident Council		Credit and Debt Workshop	OA-NV Getting Ahead	Bingo for Seniors	
<i>Senior & Supportive Events</i>	Ice Cream Social		Girl Scouts at Essex	Hawk View Resident Council Meeting	Stead Resident Council Meeting	
<i>Resident Councils</i>	Tom Sawyer Resident Council Meeting			Blood Pressure Checks at WJW		
<i>Workforce Development</i>	Girl Scouts at Myra Birch					
<i>Start Smart</i>	Girl Scouts at Hawk View					
	Boy Scouts at Stead					
9	10	11	12	13	14	15
	Mineral Manor Summer Nutrition Program with UNR Extension					
	Hawk View Summer Nutrition Program with UNR Extension					
	Sierra Nevada Journeys RHA Summer Camp Week 2: 9 Teens					
	Girl Scouts at Myra Birch	Senior Nutrition Workshop with Saint Mary's Health	Myra Birch Resident Council Meeting	Nutrition Workshop at Hawk View w/ FBNN	Essex Resident Council Meeting	
	Girl Scouts at Hawk View	Youth Dance Class	Girl Scouts at Essex	OA-NV Getting Ahead	Bingo for Seniors	
	Boy Scouts at Stead	Mineral Manor Resident Council Meeting	Resume Writing Workshop with JOIN, inc.	Silverada Resident Council Meeting		
		OA-NV Getting Ahead				
		Girl Scouts at Stead				
16	17	18	19	20	21	22
	Sierra Nevada Journeys RHA Summer Camp Week 3: 9 Teens					
	Mineral Manor 4-H Summer Camp Program					
	Myra Birch 4-H Summer Camp Program					
	Hawk View Summer Nutrition Program with UNR Extension					
	Girl Scouts at Myra Birch	OA-NV Getting Ahead	Financial Literacy Workshop w/ First Independent Bank	Nutrition Workshop at WJW w/ FBNN		
	Girl Scouts at Hawk View	Youth Dance Class	Girl Scouts at Essex	Silverada Resident Council Movie Night		
	Boy Scouts at Stead	Senior Health Screenings w/Sanford Center	Family Dance Class	OA-NV Getting Ahead		
		Girl Scouts at Stead				
23	24	25	26	27	28	29
	Hawk View 4-H Summer Camp Program					
	Myra Birch Summer Nutrition Program with UNR Extension					
	Girl Scouts at Myra Birch	OA-NV Getting Ahead	Resume Writing Workshop	Blood Pressure Checks at WJW		
	Girl Scouts at Hawk View	Youth Dance Class	Girl Scouts at Essex			
	Boy Scouts at Stead	Girl Scouts at Stead	Family Dance Class	Nutrition Informative at WJW		
		OA-NV Getting Ahead		OA-NV Getting Ahead		
30	31					
	Girl Scouts at Myra Birch					
	Girl Scouts at Hawk View					
	Boy Scouts at Stead					

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 5****June 27, 2023**

SUBJECT: Discussion and possible action to approve both the April 2023 Cost of Living Adjustment (COLA) as published by the Consumer Price Index (CPI) Western Information Office, West Region, and on the basis thereof, possible adoption of Resolution 23-06-01 RH approving a net 3.025% COLA increase, with a total fiscal impact of \$74,994.47 for FY2024, for all staff positions not covered under the Collective Bargaining Agreement. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

The Collective Bargaining Agreement (CBA) provides for a salary increase for FY2024 based on the April 2023 Consumer Price Index (CPI) Western Information Office, West Region effective the first full pay period of July 2023 for staff positions covered under the agreement. For April 2023 this CPI was 4.9%. RHA staff that are not covered under the agreement do not receive this automatic increase. Any equivalent increase for these staff members must be approved by the Board of Commissioners.

Additionally, the Public Employees Retirement System (PERS) contribution rate will increase by 3.75% beginning in July 2023. PERS regulations require contribution rate increases to be split between employers and employees. Due to this, given the automatic increase in the CBA, the compensation schedules for covered staff positions will be reduced by 1.875% resulting in a net salary increase of 3.025%. Assuming the Board approves the equivalent CPI increase for non-covered positions, a similar PERS adjustment would be made resulting in a net salary increase of 3.025% for non-covered staff. After the PERS adjustment, the total fiscal impact of this increase for FY2024 for non-covered positions is \$74,994.47.

Recommendation: Staff is recommending the Board approve a 4.9% Cost of Living Adjustment (COLA) for the staff positions not covered under the Collective Bargaining Agreement. This increase will be reduced by 1.875% for the PERS contribution rate increase resulting in a net salary increase of 3.025% that will become effective the first full pay period of July 2023.

**HOUSING AUTHORITY OF THE CITY OF RENO
RESOLUTION 23-06-01 RH**

**A RESOLUTION APPROVING THE INCREASE IN THE PERS PREMIUM AS A
DEDUCTION FROM THE EMPLOYEES COLA SALARY INCREASE**

WHEREAS, an increase in the PERS retirement contribution will become effective July 1, 2023, and

WHEREAS, the Board of Commissioners are allowed by state law to split this increase with the employees, and

WHEREAS, the Board of Commissioners acknowledges the budgetary constraints for the upcoming fiscal year and desires to offset the Cost of Living Adjustment by the employees share of the PERS increase, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Reno as follows:

1. The Executive Director is hereby authorized to raise the salary range by the April 2023 Consumer Price Index (CPI), Western Information Office, West Region, as reported by the U.S. Bureau of Labor and Statistics, in the amount of 4.9% effective the first full pay period of July 2023.
2. The Executive Director is hereby authorized to lower the salary range by 1.875% to cover the employee's portion of the PERS rate increase effective July 1, 2023.
3. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 27th DAY OF June, 2023.

ATTEST:

CHAIRPERSON

SECRETARY

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 6****June 27, 2023**

SUBJECT: Possible adoption of Resolution 23-06-02 RH revising the Utility Allowance Schedule for participants of the Public Housing, Housing Choice Voucher and Project Based Voucher programs. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

The Department of Housing and Urban Development (HUD) has defined Total Resident Payment for “rent” to include both the cost of shelter and utilities. The amount that a Public Housing Authority (PHA) determines is necessary to cover the resident’s reasonable utility costs is called the utility allowance. RHA utilizes the current utility allowance schedule when determining the tenant’s portion of rent for both the Public Housing and voucher programs to ensure that all clients can afford their portion of rent and utilities.

HUD requires all PHA’s to conduct a utility study annually to determine if changes to the current utility allowance schedules are necessary. If the study determines that the change in average utility costs is less than 10%, a change to the schedules is not necessary. However, a change greater than 10% warrants an update to the utility allowance schedules.

This year, RHA contracted with The Nelrod Company to conduct a utility study for each of RHA’s public housing complexes as well as the voucher program. The study determined there was a greater than 10% change in average utility costs since the last study was conducted in 2022.

The Utility Allowance Schedules in Exhibit 23-06-02-A represent the proposed updated utility allowance schedules to be used at each household’s annual recertification beginning October 1, 2023. Staff determines the amount of the utility allowance provided to each household at recertification based on the bedroom size of the unit, structure type, and utilities provided by the owner versus the tenant.

Recommendation: Approval of the updated utility allowance schedules for the Public Housing, Housing Choice Voucher and Project Based Voucher programs with an effective date of October 1, 2023.

RHA Public Housing Utility Allowance Schedule

Effective 10/1/2023

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
Mineral Manor		\$ 102	\$ 118	\$ 133	\$ 149
Tom Sawyer Village	\$ 83	\$ 83	\$ 96		
With 1 Security Light	\$ 89	\$ 89	\$ 102		
With 2 Security Lights	\$ 95	\$ 95	\$ 108		
Silverada Manor	\$ 39	\$ 39	\$ 46		
Stead Manor			\$ 90	\$ 103	
Hawk View Apartments			\$ 73		
Essex Manor			\$ 122	\$ 137	
Myra Birch Manor			\$ 108		
McGraw Court		\$ 71			

RHA 2023 Utility Allowance - Rental Assistance

Effective 10/1/2023

Owner Paid Water/Sewer/Trash

STRUCTURE TYPE	0 BR	1 BR	2 BR	3 BR	4 BR
EES*	\$ 67	\$ 77	\$ 99	\$ 121	\$ 143
Apartment	\$ 80	\$ 93	\$ 120	\$ 146	\$ 173
Townhouse/Semi Detached/Duplex	\$ 97	\$ 112	\$ 147	\$ 179	\$ 215
Detached - Single Family	\$ 116	\$ 133	\$ 172	\$ 211	\$ 250
Mobile	\$ 115	\$ 132	\$ 165	\$ 199	\$ 232

*EES-Energy Efficient Systems includes cooking, heating and all electric.

Tenant Paid Water/Sewer/Trash (must pay at least 2 to qualify)

STRUCTURE TYPE	0 BR	1 BR	2 BR	3 BR	4 BR
EES*	\$ 172	\$ 184	\$ 209	\$ 234	\$ 261
Apartment	\$ 186	\$ 200	\$ 230	\$ 260	\$ 292
Townhouse/Semi Detached/Duplex	\$ 203	\$ 219	\$ 257	\$ 293	\$ 334
Detached - Single Family	\$ 213	\$ 231	\$ 273	\$ 316	\$ 360
Mobile	\$ 212	\$ 230	\$ 266	\$ 304	\$ 342

*EES-Energy Efficient Systems includes cooking, heating and all electric.

HOUSING AUTHORITY OF THE CITY OF RENO
RESOLUTION **23-06-02 RH**

A RESOLUTION ADOPTING REVISIONS TO THE UTILITY ALLOWANCE SCHEDULE
FOR PARTICIPANTS OF THE PUBLIC HOUSING, HOUSING CHOICE VOUCHER
AND PROJECT BASED VOUCHER PROGRAMS

WHEREAS, the Reno Housing Authority desires to update utility allowances at levels consistent with the most recent utility study conducted by the Nelrod Company, and

WHEREAS, an analysis of utility rates has been conducted and certain needed revisions to the current utility allowance schedule for each Public Housing complex the Housing Choice Voucher and Project Based Voucher Programs have been proposed, and

WHEREAS, the analysis is based on the following variables: (1) structure type and unit size, (2) utility combinations and current rates, and (3) average tenant consumption data;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Reno as follows:

1. That the Board of Commissioners of the Housing Authority of the City of Reno hereby adopts all Utility Allowance Schedules in substantially the form attached hereto in Exhibit 230602-A and directs the Executive Director to take actions necessary for implementation of same effective October 1, 2023 for participants of the public housing, housing choice voucher and project based voucher programs
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 27 DAY OF June, 2023.

ATTEST:

CHAIRPERSON

SECRETARY

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 7****June 27, 2023**

SUBJECT: Discussion and possible action to approve final FY2024 RHA budget.
(For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

Staff will provide an overview of the attached draft FY24 RHA budget. The FY24 budget must be approved and adopted by the Board by June 30, 2023. The initial draft budget is based on FY23 9-month actuals and extrapolation for remaining months.

The budget includes the following changes from prior years:

- Use of Moving to Work (MTW) fungibility to better allocate staff salaries to eligible programs. This means that a higher percentage of staff salaries will be covered through RHA's capital and operating fund flexibility for approved MTW activities. Staff has submitted these changes to the US Department of Housing and Urban Development (HUD) and has received an initial positive response to this change.
- Increase in salaries based on RHA's newly created positions, COLA and merit increases, and assuming all positions are filled during the upcoming year. This aligns with the Board's goals of increase staffing, reclassify internal positions, and grow employee retention programs as needed.
- Funds for space planning, office furniture, and IT/other equipment to support a larger staff. This is currently budgeted at \$250,000 but may change based on proposals from space planning firms. Executive staff have met with several firms and are reviewing proposals. This supports the Board's goal of increasing staffing, reclassifying internal positions, and growing employee retention programs as needed.
- Increased travel and training requests to ensure staff development and preparedness as RHA converts software systems, repositions properties, undertakes new sources of funding and financing, and gets trained on new HUD public housing and inspection protocols that go into effect during FY24. This aligns with the Board's goals of increasing staffing and employee retention as well as beginning public housing asset repositioning.
- Increased Resident Services funding to support the Board's goal of expanding resident service programming. This includes financial support for the Start Smart scholarships and awards dinner as well as potential additional funds for resident council activities.
- The draft budget includes annual estimates for operating public housing as well as the Authority and identifies estimated revenue from each of the Authority's sources including public housing, MTW, business activities, and NSP. Staff received

updated income and expense projections from Gaston & Wilkerson for RHA's expanded housing portfolio based on RHA's new rent policy. The budget has been updated to include the February 2023 Board approved RHA rent increase policy.

- As indicated at the May Board Meeting, the FY24 Budget includes (\$207,746) in loss of income in Public Housing due to the need to hold units vacant to assist with the relocation of families for asset repositioning. The charts showing this calculation, as well as the alternative loss of income from the use of Housing Choice Vouchers instead, are re-inserted below for ease of reference.

Month	Anticipated Vacant Units	Per Unit Anticipated Rental Income Loss (HUD Operation Subsidy + Tenant Rent)	Anticipated Loss in Rental Income Per Unit	Total Anticipated Loss For All Months
March	7.6	\$497.00	\$3,777.20	\$3,777.20
April	15.2	\$497.00	\$7,554.40	\$11,331.60
May	22.8	\$497.00	\$11,331.60	\$22,663.20
June	30.4	\$497.00	\$15,108.80	\$37,772.00
July	38	\$497.00	\$18,886.00	\$56,658.00
August	45.6	\$497.00	\$22,663.20	\$79,321.20
September	53.2	\$497.00	\$26,440.40	\$105,761.60
October	60.8	\$497.00	\$30,217.60	\$135,979.20
November	68.4	\$497.00	\$33,994.80	\$169,974.00
December	76	\$497.00	\$37,772.00	\$207,746.00

If Equal Number of Vouchers Used for Relocation

HCV	Voucher Per Unit Cost per Month	Number of Months	Total Cost if Voucher Used
76	\$680.00	12	\$620,160.00

The current draft FY24 budget shows ending net income of approximately \$1.8 million. Staff are seeking the Board's approval of the FY24 budget.

Recommendation: The Board of Commissioners approves the FY2024 budget as presented.

FY24 Annual Budget
by REAC/FDS Reporting Group

	Public Housing	Public Housing	14.881 MTW HCV	14.881 MTW HCV	14.881 MTW HCV	14.256 NSP	14.256 NSP	14.256 NSP	Total Business Activities	Total Business Activities	Total Business Activities	6.2 Blended Component - WAHC	6.2 Blended Component - WAHC	6.2 Blended Component - WAHC	COCC	COCC	COCC	Total	Total	
	2023 Budget	2024 Budget	2023 Budget	9-months 2023 Actual	2024 Budget	2023 Budget	9-months 2023 Actual	2024 Budget	2023 Budget	9-months Actual	2023	2024 Budget	2023 Budget	9-months 2023 Actual	2024 Budget	2023 Budget	9-months 2023 Actual	2024 Budget	2023 Budget	2024 Budget
1-Revenue																				
311000 Dwelling Rent	2,800,000	2,977,102				1,186,100	873,076	1,353,449	3,992,638	2,628,233		3,816,755							7,978,738	8,147,306
319000 Non Dwelling Rent	5,700	5,700							-	-						74,640	55,980	74,640	80,340	80,340
319100 Rent - Section 8 Office									-	-						84,000	63,000	84,000	84,000	84,000
319200 Rent - WAHC									-	-						9,000	6,750	9,000	9,000	9,000
320000 Grant Income									-	-			78,559	68,231	90,975				78,559	90,975
330000 COCC Management Fee Income									18,000							1,562,000	988,495	1,317,993	1,580,000	1,317,993
330001 COCC Asset Mgmt Fee Income									-	-						60,000	44,730	59,640	60,000	59,640
330002 COCC Bookkeeping Fee Income									-	-						590,000	405,837	541,116	590,000	541,116
330003 HUD Admin Fee Income - WAHC									-	-			954,456	661,472	881,963				954,456	950,685
330004 COCC Mgt Fee Income - Pilgrim Rest									2,400							2,300	1,920	2,560	4,700	2,560
330005 Developer Fees									-	-									-	0
330006 HUD Admin Fee Income - S8			2,483,435	2,154,694	2,640,000				-	-									2,273,374	2,640,000
330007 Emergency Housing Vouchers Fees									-	-									-	0
330015 RHA 50% Fraud Recovery - Other Income			40,000	13,437	10,000				-	-									-	13,437
330016 HUD 50% Fraud Recovery - Other Income			40,000	13,437	10,000				-	-									-	13,437
331020 Port-In Admin Fee Income			10,000	10,044	13,392				-	-									-	10,044
360000 FSS Forfeiture - Other income				3,194	4,259				-	-									-	4,259
361000 Interest Income	40	17,791				225	38,146	50,861	18,000	67,184		89,579		16,848	22,464	450	14,772	19,696	18,715	200,391
369000 Other Income	120	1,400		119,875	159,833	1,550			25,000	17,430		23,240				-	898	1,197	146,545	185,671
369004 Carport Rental Income	1,800	1,778							-	-									-	1,800
369010 Laundry Income	19,020	19,072							20,000	21,825		29,100							-	39,020
369030 Late Charges	24,000	10,563				6,000	5,658	7,544	9,340	4,061		5,415							-	39,340
369050 Returned Check Charge	372	275				330	175	233	600	200		267							-	1,302
369060 Donations (HPP for WAHC)									10,000					26,857	35,809				7,000	9,333
369070 Monthly Pet Fee	9,792	10,855							1,500	1,180		1,573							-	11,292
369080 Port-In HAP UAP Income			170,000	123,224	164,299				-	-									-	123,224
369999 Covid19 Revenue									-	-									-	0
802000 Operating Subsidy Revenue	1,700,000	1,597,589							-	-									-	1,700,000
802600 Incoming HAP & VASH Revenue			25,224,916	14,594,994	25,773,000				-	-			25,737,290	20,111,916	26,815,888				-	42,017,554
802600 Emergency Housing Vouchers					1,117,920				-	-									-	-
802600 Loss of Income due to Repositioning		(207,746)							-	-									-	-
802901 Grant Funds Received/ Gain(loss) on sales of asset	107,995	850,000	367,688		1,059,247				-	-									-	107,995
Total Revenue	4,668,839	5,284,379	28,336,039	17,032,899	30,951,950	1,194,205	917,055	1,412,088	4,097,478	2,740,113	3,965,928	26,770,305	20,885,324	27,847,099	2,382,390	1,640,924	2,187,899	57,946,872	71,649,342	
2-Administrative Expenses																				
411000 ADMINISTRATIVE SALARIES	1,157,431	701,221	1,667,556	1,207,630	2,612,809	52,424	69,177	99,847	108,999	106,883		142,511	220,000	177,400	262,552	2,126,211	1,128,229	1,241,051	4,872,694	5,059,991
454000 Employee Benefits - Admin & Maintenance	625,200	764,720	632,756	587,569	1,082,326	76,339	86,118	125,889	70,000	88,359		117,812	65,000	49,125	65,200	914,271	500,260	657,757	2,338,378	2,813,704
441002 Benefits - Maintenance Labor									-	-									-	0
412000 Advertising Marketing	2,500	2,625	0	1,537	0				-	837		1,116				21,600			24,278	3,741
413000 Legal Expense			2,500		1,000				10,000				1,750	400	533	116,200	71,121	94,828	127,950	96,361
414000 Staff Training	20,000	52,250	37,800	15,564	52,585	1,300	224	299	10,000	113		151	5,000	1,397	7,000	36,500	21,699	53,500	88,364	165,784
415000 Travel Expense	1,500	11,300	400	5,719	5,850		31	41	-	2,429		3,239	12,343	14,008	15,000	7,000	13,233	18,700	26,562	54,130
417000 Accounting Expense									-	-									3,350	5,117
417100 Audit Fees	40,000	43,944	29,500	10,837	29,500				-	-			2,883	2,749	2,800	6,918	6,151	6,200	59,046	82,444
417150 Payroll Processing Fee		4,075	0	4,214	0		1,405	1,873	-	767		1,023	1,094	561	748				4,214	15,619
418000 Office Rent	58,320	59,700	100,320	75,240	100,320				-	-			9,000	6,750	9,000				142,560	169,020
419000 Sundry	7,725	10,566	8,400	17,608	68,477	360			60,000	22,272		29,696	330	104	139	35,000	43,852	163,469	121,023	272,347
419001 Office Supplies	10,000	11,952	14,000	18,810	25,080	600	161	215	4,500	59		79	5,000	1,209	6,000	18,050	17,243	23,041	56,402	66,366
419003 Printing	9,000	29,800	17,000	15,283	20,377	90	75	100	500	4,917		6,556		120	160	625	1,061	14,595	25,228	71,588
419005 Postage	11,820	12,115	14,500	14,719	19,625	40			750	1,504		2,005				28,000	11,090	17,787	53,149	51,532
419006 Consulting Costs		25,850		5,834	33,000	1,800			-	-						100,000	137,853	183,804	107,634	242,654
419007 Court Costs	1,200.00	20,607	30	0	0	0	706	941	1,260	1,278		1,704			150		31	41	2,610	23,294
419008 Collection Agency Fees					0	90			300	298		397							390	397
419009 Technical Assistance		19,392	17,500	3,833	18,236		851	1,135	-	3,119		4,159	9,786	5,817	7,756	160,000	129,957	182,026	173,619	232,703
419010 Dues & Memberships	27,000	2,438	3,500	5,090	6,787				675				25,522	20,080	26,773	21,500	22,191	32,093	79,787	68,091
419011 Computer Expenses	9,000	64,466	35,000	105,492	140,656	600	78	104	8,000	1,351		1,801		3,998	5,331	75,000	109,922	120,000	198,092	332,358
419018 Home Ownership Fees			0		0	72,000	61,046	81,395	41,660	49,047		65,396							113,660	146,791
419020 Telephone Expense	9,000	25,615	11,000	11,493	15,324				15,000	12,542		16,723	4,483	3,460	4,613	18,000	8,987	11,983	57,976	74,258
419021 Court Fees					0				-	-									-	0
419022 Bank Fees	3,900	650	21,000	15,431	20,575	1,200	978	1,304	6,000	(2,976)		(3,968)	2,286	(2,440)	(3,253)	1,900	(2,380)	(3,173)	30,717	12,134
419023 Office Equipment & Furniture	10,000	12,013	20,700	5,651	187,035				600							1,000	9,388	69,517	17,251	269,165
419025 Temporary Service			0	0	0				-	-									-	0
419026 Contract Service			0	0	0				1,200	1,010		1,347	191	397	529				1,391	1,876
419027 Copier Expense - Contract	7,800	10,416	7,300	8,535	11,380				2,000	31		41	1,016	622	829	5,600	3,940	5,253	23,711	27,920
41																				

	Public Housing	Public Housing	14.881 MTW HCV	14.881 MTW HCV	14.881 MTW HCV	14.256 NSP	14.256 NSP	14.256 NSP	Total Business Activities	Total Business Activities	Total Business Activities	6.2 Blended Component - WAHC	6.2 Blended Component - WAHC	6.2 Blended Component - WAHC	COCC	COCC	COCC	Total	Total
	2023 Budget	2024 Budget	2023 Budget	9-months 2023 Actual	2024 Budget	2023 Budget	9-months 2023 Actual	2024 Budget	2023 Budget	9-months Actual	2023 2024 Budget	2023 Budget	9-months 2023 Actual	2024 Budget	2023 Budget	9-months 2023 Actual	2024 Budget	2023 Budget	2024 Budget
451003 Insurance - Liability	14,400	14,750				1,500	1,570	2,093	2,929	6,999	9,332		19	25				18,829	26,201
451004 Insurance - Other	19,200	19,050				2,000	2,034	2,712	3,522	9,071	12,095	2,418	24	32				27,140	33,889
452000 Payment In Lieu of Taxes	224,203	228,000							-	-								224,203	228,000
452001 Property Tax	4,800	5,150				700	558	744	1,623	681	908		3	4				7,123	6,806
454001 Compensated Absences									-	-								-	0
454002 Retiree Benefits	8,400	9,651	4,900	3,174	4,232				1,000	557	743				5,000	2,351	3,135	17,574	17,760
457000 Collection Losses	68,100	111,471	82,500	30,473	40,631	5,000	885	1,180	25,000	642	856					(1,237)	(1,649)	128,573	152,488
459000 Development Costs (Other General Exp)									-	-		312			600	2,800	3,733	912	3,733
459001 Water Cooler Rental	2,400	5,456	691	578	771				-	-					700	592	789	3,678	7,016
Total Other General Expense	532,543	609,148	125,091	62,194	82,925	33,400	30,114	40,152	110,136	113,151	150,868	5,075	3,936	5,248	46,300	37,715	50,287	789,648	938,628
7-HAP Expenses																			
471500 HAP - Housing Assistance Payments			22,093,216	14,253,719	21,917,760				-	-	-	25,737,290	20,111,916	26,815,888				39,980,853	48,733,648
471500 Emergency Housing Vouchers				1,117,920					-	-	-							-	1,117,920
471502 PH Youth Excluded Income			38,000	18,483	115,000				-	-	-							14,009	115,000
471506 Landlord Incentive Program & PCE			30,000	39,492	208,139				-	-	-							39,492	208,139
471507 Eddy House				115,000					-	-	-							-	115,000
471508 Workforce Development			2,345,000	1,536,124	425,582				-	-	-							1,536,124	425,582
471509 HAP - Mainstream 75			548,000	474,506	632,675				-	-	-							474,506	632,675
471510 UAP - RHA - VASH			2,900	3,140					-	-	-							3,140	0
471511 HAP & UAP Port In Expense			167,800	122,906	163,875				-	-	-							122,906	163,875
Total HAP Expense	-	-	25,224,916	16,448,370	24,695,950	-	-	-	-	-	-	25,737,290	20,111,916	26,815,888	-	-	-	42,171,030	51,511,838
8-Other Expenses																			
475000 Admin Fee Expense			13,425	10,053	13,404				-	-	-							10,053	13,404
481000 Management Fee Expense	600,000	705,950	348,300	275,856	367,808	100,000	78,925	105,233	205,852	165,838	221,117							1,181,708	1,400,109
481001 Asset Mgt Fee	59,640	59,900							-	-								59,640	59,900
481002 Bookkeeping Fee	67,800	7,575	218,225	173,405	231,207	9,000	7,560	10,080	8,480	4,995	6,660	285,660	214,245	285,660				544,345	541,182
488888 Additional Staff Requests									-	-								28,316	0
490000 Other/Misc Expense									1,000	1,000	1,333							1,000	1,333
491000 WAHC Homeless Prevention Rent									-	-		20,000	57,545	60,000				20,000	60,000
491001 WAHC Homeless Prevention Utilities													5,792	2,500				-	2,500
491002 WAHC Homeless Prevention Moving Expen									-	-								-	0
491003 WAHC Homeless Prevention Other									-	-		0	3,885	2,000				-	2,000
561000 Interest Expense									2,500	5,241	6,988							2,500	6,988
562000 Debt Forgiveness						28,000	26,000	24,000	27,000	-								55,000	24,000
563000 MTW Activity									-	-								-	0
Total Other Expense	727,440	773,425	579,950	459,314	612,419	137,000	112,485	139,313	244,832	177,074	236,099	305,660	281,467	350,160	-	-	-	1,902,562	2,111,416
Total Expenses	5,685,699	6,612,593	28,619,119	19,167,794	29,924,613	687,750	623,983	839,987	1,721,094	1,268,564	1,693,080	26,444,848	20,701,663	27,608,275	3,877,704	2,376,755	3,107,333	57,590,064	69,785,881
Net Income (Deficit)	(1,016,860)	(1,328,214)	(283,080)	(2,134,895)	1,027,336	506,455	293,072	572,101	2,376,384	1,471,549	2,272,848	325,457	183,661	238,824	(1,495,314)	(735,831)	(919,434)	356,809	1,863,461

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 8****June 27, 2023**

SUBJECT: Discussion and possible action to approve an Interagency Agreement with Southern Nevada Regional Housing Authority for utilizing their procurements and to enter a Letter of Engagement with Reno & Cavanaugh to provide legal services related to LIHTC and HUD related transactions for a total fiscal impact of \$200,000.00 (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

The US Department of Housing and Urban Development (HUD) Procurement Handbook 7460.8 REV 2 (Procurement Handbook for Public Housing Agencies) allows for cooperative purchasing. The Handbook states that housing agencies may purchase:

- “supplies and services through a local, county or State government’s supply, service or equipment contractor.”
- This practice is also encouraged and allowed by 2 CFR §200.318(e) when the underlying contract(s) must have been procured in accordance with 24 CFR 85.36.

The attached Interagency Purchasing Agreement between the Southern Nevada Regional Housing Authority (SNRHA) and RHA will enable RHA to purchase services and supplies from procurements completed by SNRHA that meet the HUD Handbook requirements. This will enable RHA to access some services and supplies more quickly, efficiently, and economically.

If the Board approves the Interagency Purchasing Agreement, then RHA intends to utilize the recent legal procurement undertaken by SNRHA which resulted in their selection of Reno & Cavanaugh PLLC as transaction counsel. As previously discussed with the Board of Commissioners, the repositioning of Hawk View Apartments and Silverada Manor requires the use of layered financing including tax-exempt bonds and 4% Low Income Housing Tax Credits. In addition, it requires certain processes and approvals from HUD. Reno & Cavanaugh has vast experience working with HUD and public housing authorities on Section 18 and Rental Assistance Demonstration conversions as well as with LIHTC and bond financing. SNRHA has engaged Reno & Cavanaugh PLLC as their legal transaction counsel to assist with these tasks and help them close the financing on recent transactions. SNRHA’s procurement of Reno & Cavanaugh PLLC aligns with the guidelines outlined in 2 CFR §200.317 - §200.326 [Section 14.A.3] and 24 CFR 85.36.

Although Reno & Cavanaugh would be procured through this cooperative purchasing structure, RHA would enter a Letter of Engagement directly with Reno & Cavanaugh for

their services. A template of their standard Letter of Engagement is attached for review and reference. The current hourly rates for Reno & Cavanaugh PLLC are as follows:

Senior Partner: \$600

Senior Counsel: \$490

Associates: \$310

Paralegals: \$180

The engagement would be subject to a not to exceed limit of \$200,000.00 without further Board approval. Legal costs are currently budgeted as part of the project costs for Hawk View Apartments and Silverada Manor. Allison McKenzie would continue to act as general counsel to RHA for other matters.

Recommendation: Staff recommends the Board of Commissioners approve the Interagency Purchasing Agreement with SNRHA and authorize the Executive Director to execute the Agreement. Staff also recommend the Board of Commissioners authorize the Executive Director to enter into a Letter of Engagement with Reno & Cavanaugh PLLC for legal services in connection with the asset repositioning of Hawk View Apartments and Silverada Manor.

INTERAGENCY PURCHASING AGREEMENT

1. This Interagency Purchasing Agreement ("Agreement") is between the Southern Nevada Regional Housing Authority, Las Vegas, NV., (SNRHA) and the Housing Authority of the City of Reno, Nevada, (RHA).
2. This agreement is made the 1st day of July 2023, between SNRHA, a public housing agency located and authorized to operate in the State of Nevada and RHA, a body corporate and politic and political subdivision of the State of Nevada.
3. This agreement is made pursuant to and in compliance with Section 14.2.B.5 of HUD Procurement Handbook 7460.8 REV 2 which states that housing agencies may purchase,
 - "supplies and services through a local, county or State government's supply, service or equipment contractor."
 - This practice is also encouraged and allowed by 2 CFR §200.318(e) when the underlying contract(s) must have been procured in accordance with 24 CFR 85.36.
4. SNRHA hereby verifies that supplies or services obtained were purchased in compliance with 2 CFR §200.317 - §200.326 [Section 14.A.3], and 24 CFR 85.36, or, in other words, not in violation of the noted CFR;
5. RHA confirms the new purchase agreement provides for greater economy and efficiency and results in cost savings to the RHA [Section 14.A.1];
6. The new purchase agreement is used for common supplies and services that are of a routine nature only; and,
7. The new purchases are the same as those listed on the original contract issued by SNRHA, and are the items or services the RHA requires [Section 14.A.2];

Therefore, be it agreed that:

- ◆ RHA is hereby permitted to purchase services and supplies from procurements completed by SNRHA as stated above.
- ◆ Any alterations, additions, or deletions to the terms of this Agreement which are required by federal or state law regulation, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- ◆ In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- ◆ Nothing herein shall be construed to be a waiver of sovereign immunity by any of the parties hereto, except to the limited extent required by law to enforce the parties' retroactive obligations to each other herein.

INTERAGENCY PURCHASING AGREEMENT

- ◆ The parties expressly agree that, in all things relating to this Agreement, they are performing governmental functions, as permitted by applicable federal and respective state statutes and that every act or omission of the parties which, in any way, pertains to or arises out of this Agreement falls within the definitions of governmental function.
- ◆ Each party is individually responsible for executing contracts for supplies and or services in accord with their respective state and local statutes, or procurement policies for any services or supplies from vendors under contract.
- ◆ SNRHA shall provide RHA with a copy of:
 1. Original competitive solicitation documents (including addenda) issued by the Southern Nevada Regional Housing Authority;
 2. SNRHA's tabulation showing the force of competition or lack thereof;
 3. Copy of the successful firm's submittal;
 4. Independent Cost Estimate (ICE) and Cost Price Analysis (CPA) originally conducted by the Southern Nevada Regional Housing Authority; and
 5. Ensuing contract executed by the Southern Nevada Regional Housing Authority with the successful firm(s), and any modifications or addendums.
- ◆ Each new purchase agreement shall include the following:
 1. Identification of the parties;
 2. Effective Date;
 3. Basic purpose of the agreement;
 4. Procedures for providing lists of needed items;
 5. Description of items to be purchased;
 6. Identification of lead party in the procurement;
 7. Rules or codes that should be followed in the procurement (RHA procurement policy, State Procurement Code, Federal Regulations, etc.);
 8. Delivery terms;
 9. Types of contract (indefinite quantity, etc.);
 10. Warranty terms;
 11. Any fees to be paid to the lead agency;
 12. Procedures for resolving disputes with contractors;
 13. Procedures for resolving disputes with parties;
 14. Procedures for bilateral modification or early termination of the agreement;
 15. Any provisions for meetings on specification issues;
 16. Non-exclusivity clause (right to conduct separate procurements, notwithstanding the existence of a cooperative purchasing agreement); and
 17. Authorized signatures and titles.

INTERAGENCY PURCHASING AGREEMENT

The Parties agree to compare cost and availability annually to determine if the terms of the agreement continue to pass the tests of economy and efficiency.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

SNRHA

RHA

BY: *Lewis Jordan*

BY: _____

NAME: Lewis Jordan

NAME: Hilary Lopez, Ph.D.

TITLE: Executive Director

TITLE: Executive Director / Contracting Officer

DATE: 06/15/2023

DATE:

RHA SNRHA INTERAGENCY PURCHASE AGREEMENT - 6-6-23

Created:	06/15/2023
Status:	Signed
Transaction ID:	b4a91007-1cca-455a-8956-b430f1e23541

"RHA SNRHA INTERAGENCY PURCHASE AGREEMENT - 6-6-23" history

-  Johnny Shaw created the document.
06/15/2023 6:28:34 PM GMT - IP address 67.238.103.19:33988
-  Document was emailed to Lewis Jordan
06/15/2023 6:28:35 PM GMT
-  Lewis Jordan signed the document.
06/15/2023 6:29:52 PM GMT - IP address 67.238.103.19:39458
-  Document was successfully signed and filed
06/15/2023 6:29:53 PM GMT

Form Engagement Letter

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DATE

VIA EMAIL ONLY to:

[client info]

Re: Engagement Letter – [insert relevant information here]

Dear Sonya:

We are pleased that _____ (“Client” or “you”) has engaged Reno & Cavanaugh, PLLC (“Reno & Cavanaugh,” “R&C”, “we,” or “us”) to provide legal services and advice on the _____.

This letter is intended to formalize our agreement to represent you on this matter, as provided for in the ABA Rules of Professional Conduct governing the legal profession. It sets forth how we propose to staff this matter, describes our billing arrangement, and addresses other certain understandings. By signing this letter, you are agreeing to be bound by the terms and conditions set forth herein.

I will have primary responsibility for this matter. Other lawyers and support staff in the firm may work on this matter from time to time under my supervision. I will only involve them in order to provide services to you on the most efficient and timely basis or in circumstances where they bring special expertise or experience to bear on your work.

Unless other arrangements for payment have been made, for this type of legal assignment R&C charges for legal services on the basis of the time devoted to your matters. R&C’s hourly rates are shown in Attachment 2 hereto. I will be the primary attorney on your matter, billing at \$ _____ per hour and I will be assisted by _____, who will bill at \$ _____ per hour. Reno & Cavanaugh’s rates may be adjusted from time to time, typically on an annual basis. We have agreed to defer payment of our fees until closing, or such time as it is determined the transaction will not close, and we will do our best to meet your projected budget for our services.

As is customary, the fees described above do not include expenses that may be incurred in the course of our work and which may be included in your bill. Those expenses may include express service, filing fees, service of process, searches of official records, and messengers. Except as indicated on the rate sheet, we do not charge clients for standard USPS, postage or photocopies.

We may decide in consultation with you that it is necessary to employ or contract with other persons to perform services for you in connection with this matter, but we will first notify you of our intention to do so. You will pay all fees and expenses of those persons through a billing arrangement established at the time of contract.

Through this letter, we are explaining, and you are acknowledging, that it is very difficult to predict the outcome of this legal matter. In retaining this firm to represent you, you are not

Form Engagement Letter

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relying on any predictions or representations by us in that respect. As the matter progresses, however, we will always be pleased to discuss with you the status of the matter and whatever factors we think will influence its future course.

If the foregoing correctly reflects your understanding, please sign and date this letter, and return it to me via e-mail to confirm your agreement to the terms of our engagement. You may wish to keep a signed copy for your files. If you have any questions about this letter, please do not hesitate to contact me at the contact information listed above.

[remainder of page intentionally blank; signature page follows]

Form Engagement Letter

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We very much look forward to working with you on this matter.

Sincerely,

RENO & CAVANAUGH, PLLC

By: _____

AGREED TO AND ACCEPTED:

By: _____

Name: _____

Title: _____

Date: April ____, 2023

ATTACHMENT 1
STANDARD TERMS OF RETAINER

This document sets forth the essential terms of the relationship between Reno & Cavanaugh, PLLC (“we” or “us”) and _____ (“you” or “the client”) effective as of _____. To the extent the Rules of Professional Conduct require us to act differently in a particular situation, we will of course respect our ethical obligations. Should you have any question about any of these terms, please do not hesitate to ask for clarification.

1. **SCOPE AND DUTIES.** You are engaging us to provide legal services as described in the attached letter. We will diligently provide those legal services reasonably required to represent you in the matters described, and will take all reasonable steps to keep you informed of progress and to respond to your inquiries. You will truthfully advise us of relevant facts, cooperate fully with us, and keep us informed of developments.
2. **AUTHORIZATION.** You authorize us to take all actions we deem advisable within the scope of our representation, except to settle or otherwise dispose of any particular case. We will notify you of all significant developments and consult with you in advance as to any significant decisions, except in emergencies where it is imperative a decision must be made without advance consultation.
3. **LIMITATIONS ON REPRESENTATION.** We shall have no duty to take actions on your behalf which in our judgment violate court rules or professional standards of ethics. Our assertion of any defenses or affirmative claims is dependent upon our investigation of them and our conclusion that such defenses or claims are well grounded in fact and warranted by existing law or a good faith argument for the extension, modification or reversal of existing law. If we have a contingent fee arrangement, we reserve the right to decline to take actions where in our judgment the results are unlikely to justify the costs. We will advise you if such situations arise.
4. **CONTINUATION OR EXTENSION.** In the event we begin representing you on a matter described in a particularized letter, and thereafter begin or continue to represent you in other matters without formal agreement, then these standard terms will continue to apply and you will be billed at our standard hourly rates as they may apply at that time.
5. **LEGAL FEES.** You agree to pay for legal services as described above and herein. If services are to be billed at an hourly rate specified only for the principal attorney, other attorneys and law clerks in the firm will be billed at rates proportionate to that of the principal attorney and commensurate with their experience and skills. Quoted hourly rates are good for the time period indicated; should the firm hereafter revise its hourly rates, the rates charged to you may be similarly adjusted with notice to you, after that period. It is frequently necessary to investigate facts or pursue legal theories that ultimately do not advance the client's cause; you will be billed for all hours reasonably expended on your behalf.

Form Engagement Letter

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6. **ADJUSTMENTS.** You and we agree that in certain unusual cases, time-based fees will later turn out to be inappropriate. Factors such as the novelty and complexity of questions presented, special expertise or previously performed work in a particular area, the preclusion of other engagements caused by work on behalf of the client, the results achieved, and time limitations imposed by the client, among others, will all have bearing on the value of services rendered. Either when such circumstances arise or retrospectively, either party may propose a fee adjustment on such grounds.
7. **COSTS AND EXPENSES.** In addition to paying legal fees, you will reimburse us for all costs and expenses incurred by us, including, but not limited to, messenger and other delivery fees, parking, travel or mileage (at the current IRS rate), and other similar items. When legal fees are set on a fixed fee/retainer basis, the cost of legal research utilizing electronic research will be included in the fixed fee. When legal fees are set on an hourly basis, charges will be reimbursed at cost. Charges from others are billed to you at cost and prior approval will be sought for significant charges.
8. **STATEMENTS, PAYMENTS AND INTEREST.** Unless other arrangements are made, we will send you periodic statements for fees and costs incurred. Full payment of invoices is required within 30 days of billing unless prior arrangement is made. We reserve the right to discontinue representation if bills are not paid, without satisfactory explanation, within 60 days. Any agreement on our part to defer fees may be withdrawn at any time, and representation discontinued.
9. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this Agreement, your refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance that would render our continuing representation unlawful or unethical. Any withdrawal by us would be in compliance with the Rules of Professional Conduct.
10. **CONCLUSION OF SERVICES.** When our services conclude, including by reason of withdrawal or termination, all unpaid charges will become immediately due and payable. Should you discharge us in a contingency case, fees to date will be due at our standard hourly rates. After our services conclude and you have paid or made arrangements to pay all amounts owing, we will, upon your request, deliver your files to you along with any of your funds or property in our possession.
11. **TRUST FUNDS.** Any funds we hold in trust for you will be placed in a non-interest bearing account or in an IOLTA account whose interest pays for Bar Association public service activities. Where amounts and periods of deposit warrant, we will at your instruction establish a separate account whose interest accrues to you.
12. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the possible outcome of your matter are expressions of opinion only.

Form Engagement Letter

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ATTACHMENT 2 - FEE SCHEDULE**[insert applicable fee schedule]**

While the above represents the core team assigned to Client's matters, we would make all firm attorneys available to you depending on the issue.

In addition, R&C charges a flat rate of \$500 for each audit letter requested.

Our rates include many miscellaneous expenses often billed separately by other firms and we never mark up 3rd party expenses we incur on your behalf. Examples of these types of expenses include:

In-house Photocopying	No Charge	3 rd Party Document Reproduction	At Cost
Routine Administrative Support	No Charge	Subcontracts with Counsel	At Cost
Facsimiles	No Charge	Travel	At Cost
Local & Long Distance Telephone Charges	No Charge	3 rd Party Conference Call Charges	No Charge
Standard Legal Research Services	No Charge	Specialized Legal Research Services	At Cost
USPS Postage	No Charge	Courier Services	At Cost

R&C makes every effort to perform the work in the most cost effective manner possible. In many cases we can reduce overall costs through our knowledge of the field and by utilizing attorneys at lower hourly rates.

We are aware of and sensitive to the needs and goals of clients and have considerable experience representing organizations subject to a variety of budget, cost control, and billing requirements. The rates quoted above are valid for a period of 12 months from the effective date of this agreement and thereafter will be adjusted annually based on market conditions. R&C bills according to 6 (six) minutes increments (i.e., one-tenth of an hour). R&C requires payment within thirty (30) days of the date of invoice.

Names provided on the above chart are for illustrative purposes. Any of the listed personnel may be admitted as partners, of counsel, or otherwise promoted and their rates adjusted accordingly. If new attorneys join the firm during the course of this transaction and to the extent they work on the project they will be billed at comparable rates, based on experience.

Unless other arrangements are made, Reno & Cavanaugh, PLLC will maintain all records for five years after a matter is settled. At that time, unless notified by the client, Reno & Cavanaugh reserves the right to dispose of all materials relating to the transaction.

From: Megan Glasheen <mglasheen@renocavanaugh.com>
Sent: Monday, June 5, 2023 8:46 AM
To: JD Klippenstein <jklippenstein@renoha.org>; Josh Magee <jmagee@renocavanaugh.com>
Cc: Coral Flores <cflores@renoha.org>; Hilary Lopez <hlopez@renoha.org>; Julie McGovern <jmcgovern@renocavanaugh.com>
Subject: Interested in purchasing services through SNRHA contract

Hi JD –

I don't think I have sent you our form of engagement letter. For housing authorities, we add some of the HUD-required provisions.

The rates that SNRHA is paying right now range from \$600 for a senior partner, \$490 for senior counsel, \$310 for associates, and \$180 for paralegals.

We are excited about the possibility of working with you.

Best –

Megan



Megan Glasheen [\[vCard\]](#)

Member

Pronouns: she, her, hers

(202) 349-2454

mglasheen@renocavanaugh.com

[455 Massachusetts Ave. NW, Suite 400](#)
[Washington, DC 20001](#)

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RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 9****June 27, 2023**

SUBJECT: Discussion and possible action to approve grant agreements and corresponding deed restrictions for Essex Manor and Stead Manor. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

RHA has been awarded over \$48 Million in State and Local Fiscal Recovery Funds from the State of Nevada through the Home Means Nevada Initiative. These awards will go to a variety of projects for costs associated with land acquisition, new construction, and rehabilitation. To begin drawing down the funds for eligible project costs, RHA must enter into a grant agreement and deed restriction on the properties with the Nevada Housing Division.

The grant agreements lay out general terms and definitions including the allowed uses of the funds, affordability terms and requirements, reporting requirements, and other related criteria. The deed restrictions are to be signed by both the Reno Housing Authority and the Nevada Housing Division and recorded with the Washoe County Recorder's Office by RHA. The deed restrictions address requirements, responsibilities, enforcement, and remedies related to the projects. Most notably, RHA enters a covenant that declares the project will be affordable to households at or below 60% AMI for no less than 30 years beginning on the first day the property is available for occupancy.

RHA's counsel and HUD have reviewed the documents and their comments have been incorporated. The documents include subordination language that enables HUD's regulatory agreements to remain in priority position. At this point in time, the HMNI Grant Agreements and Deed Restrictions for Stead Manor (\$18,000,000 for redevelopment) and Essex Manor (\$1,500,000 for redevelopment) are set to be signed, executed, and in the case of the deed restrictions, recorded by RHA.

RHA is seeking approval by the Board of Commissioners for HMNI Grant Agreements and Deed Restrictions related to Stead Manor and Essex Manor. Furthermore, staff is seeking authorization for the Executive Director, Hilary Lopez, Ph.D., to sign, execute, and record all required documents.

Recommendation: Staff recommends that the Board of Commissioners approve the HMNI Grant Agreements and Deed Restrictions for Stead Manor and Essex Manor and authorize RHA's Executive Director, Hilary Lopez, Ph.D., to sign, execute, and record all required documents.

**GRANT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
CFDA #21.027**

This Grant Agreement (“Agreement”) is entered on this _____ day of May _____ 2023, (“Effective Date”) by and between the Nevada Housing Division, Department of Business and Industry State of Nevada (“Division”) and the Housing Authority of the City of Reno, a Nevada public body corporate and politic (“Grantee”) collectively the “Parties.”

RECITALS

WHEREAS, Section 9901 of Subtitle M of the American Rescue Plan Act (“Act”) appropriated \$219,800,000,000 State and Local Fiscal Recovery Funds (“Funds”) to the United States Treasury (“Treasury”) for disbursement to states, territories, and Tribal governments to mitigate the public health emergency with respect to COVID-19;

WHEREAS, the State of Nevada received Funds;

WHEREAS, the Division received \$500,000,000 in Funds to provide assistance to eligible entities for creation or preservation of low-income housing;

WHEREAS, Grantee has applied to the Division for a grant pursuant to the Home Means Nevada Initiative (“HMNI”) to pay the costs to rehabilitate a 106-unit affordable housing project for individuals who are at or below 60% of the Area Median Income (the “Project”); and

WHEREAS, the Division desires to assist Grantee in the development of the Project by providing a grant pursuant to HMNI in the amount of \$1,500,000;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged subject to rights and responsibilities of the Parties, and the following conditions and limitations:

I. General Terms.

A. The Division will provide Grantee with \$1,500,000 in Funds to undertake the Project as described in Exhibit A attached hereto and fully incorporated herein. The Division has determined that the Project is an eligible use of Funds pursuant to the rules and regulations promulgated thereunder including, without limitation, 31 CFR Part 35 and the supplemental information provided by Treasury (“Final Rule”).

B. Grantee agrees that any program costs, unless otherwise specified in this Agreement exceeding the \$1,500,000 provided by the Division pursuant to this Agreement, will be the responsibility of Grantee. No amount of the Funds provided pursuant to this Agreement may be used for administrative expenses. Any ongoing program costs, such as maintenance and operations, shall be the sole responsibility of Grantee, but in any event, not that of the Division.

C. Grantee agrees that the Project will be maintained as a low-income housing project for not less than 30 years beginning on the date which the Project is available for occupancy (“Period of Affordability”) which shall be secured by a Declaration of Restrictive Covenants (“Declaration”) recorded in the County Recorder’s Office of Washoe County. As used in this Paragraph C, “low-income housing project” means a housing complex that provides housing to tenants at or below 60% of the Area Median Income for the county in which the Project is located.

D. Grantee agrees that the Project shall comply with the minimum hourly wages as determined by the United States Department of Labor pursuant to the Davis-Bacon Act 40 USC §3141 et. seq.

E. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement or the Declaration, Grantee shall repay any Funds to the Division.

II. Division General Conditions.

A. The Division shall have no relationship whatsoever with the services provided pursuant to this Agreement, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the Division may be claimed or found to exist, Grantee shall be an independent contractor only.

B. Grantee agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws, including, without limitation, the Final Rule and 31 CFR Part 35 Subpart A. Grantee further agrees that Grantee will be the sole entity undertaking the eligible activities under this Agreement.

C. Grantee will provide the Division with reports as required by the Division via electronic mail to the designated Division employee at intervals the Division determines are necessary, including, without limitation, any reports regarding employee wages. Reports must include, without limitation, the following information:

1. Total clients served;
2. Racial breakdown of clients served, including, without limitation, American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, and White;
3. Ethnicity breakdown indicating either Hispanic or non-Hispanic, by race;
4. Number and percentage of low- and very-low income clients as defined by HUD;
5. Number of clients with disabilities served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Name of each head-of-household served;

9. Number of persons in each household served; and
10. Rent charged each household served.

D. Grantee will not use any portion of the Funds allocated pursuant to this Agreement for costs not expressly authorized by this Agreement.

E. If the Division or the Treasury determines that Funds have been expended on ineligible costs Grantee shall repay to the Division or Treasury, as applicable, along with any fees, interests, or other fines, the amount of Funds expended on ineligible costs.

F. Grantee may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of the Division. Any such assignment or delegation made without the Division's consent is void and may, at the option of the Division, result in the forfeiture of all financial support provided herein.

G. Grantee shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits, and on-site monitoring of the Project as the Division deems appropriate in order to determine:

1. Whether the Project is being conducted in compliance with the Act and any rules and regulations adopted pursuant to the Act;
2. Whether management control systems and internal procedures have been established;
3. Whether the financial operations of the Project are being conducted properly;
4. Whether the reports to the Division contain accurate and reliable information; and
5. Whether the activities of the Project are being conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

H. Visits by the Division shall be announced in advance of those visits and shall occur during normal operating hours. Absent exigent circumstances, the Grantee shall be given 48 hours advance written notice of said visits. The representatives of Division may request, and, if such a request is made, shall be granted, access to all of the records of Grantee which relate to this Agreement. The representatives of the Division may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

I. At any time during normal business hours, Grantee's records with respect to this Agreement shall be made available for audit, upon 48 hours advance written notice of the inspection and the documents and records to be examined, by the Division, the Attorney General's Office, contracted independent auditors, the Inspector General of the Department of the Treasury, the Comptroller General of the United States, or any combination thereof.

J. Subject to NRS chapters 41 and 354, including any preemptory or superseding federal law or regulation, Grantee will protect, defend, indemnify, and save and hold harmless the Division from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or

indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of Grantee or its agents pursuant to this Agreement.

K. Grantee will not use any Funds or resources which are supplied by the Division pursuant to this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify the Division of any legal action which is filed by or against it.

L. This Agreement will commence on the Effective Date.

M. Funds must be obligated by December 31, 2024. As used in this Paragraph M, "obligated" means Funds which have been committed for an eligible cost. Funds must be expended by December 31, 2026. Any Funds not obligated or expended by the applicable time period must be returned to the Division. Funds will be disbursed on a drawdown basis. Grantee shall submit draw requests to the Division as needed, with supporting documentation. Division shall have 30 days to process such draw request.

N. Grantee agrees that no officer or employee of Grantee may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

O. Grantee agrees that no officer or employee of Grantee may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

P. Grantee agrees that no officer or employee of Grantee may participate as an agent of Grantee in the negotiation or execution of any contract between Grantee and any private business in which he or she has a financial interest.

Q. Grantee agrees that no officer or employee of Grantee may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

R. Grantee shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.

S. Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the eligible activities or are required by the Treasury, Division, or any combination thereof.

T. No officer, employee or agent of the Division shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the project during the period of service of such officer, employee or agent, for one year thereafter.

U. Upon the revocation of this Agreement or the expiration of its terms, Grantee shall transfer to the Division the remaining balance of the Funds which have not been obligated at the time of expiration or revocation and any accounts receivable attributable to the use of Funds.

III. Federal Conditions.

- A. Grantee shall comply with the following laws and directives:
1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.
 2. The National Environmental Policy Act of 1969 as set forth in Public Law 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
 3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.
 4. Section 109 of the Housing and Community Development Act of 1974.
 5. Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
 6. The Fair Housing Act, as amended.
 7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR Part 75. All published Section 3 policies, guidelines, and forms by NHD will be utilized and followed.
 8. The Age Discrimination Act of 1975.
 9. Section 504 of the Rehabilitation Act of 1973.
 10. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
 11. The Fair Labor Standards Act.
 12. Section 202(a) of the Flood Disaster Protection Act of 1973.
 13. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
 14. The Davis-Bacon Act, as amended, if applicable, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.
 15. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
 16. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the Grantee from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

17. Title I of the Housing and Community Development Act of 1974, as amended, which requires that the Project shall:
 - a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion; and
 - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
 - c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
18. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225.

B. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, of the U.S. Code.

C. None of the Funds shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Division of an Authority to Use Grant Funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 50, if applicable to the Project. The Parties further agree that the provision of any Funds to the Project is conditioned on the Division's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review, if applicable to the Project.

E. Grantee shall comply with the requirements of Executive Order 11625, 12432, and 12138 and 24 CFR § 93.407(a)(viii) that provides for the utilization of minority businesses and women business enterprises in all federally assisted contracts. Grantee shall provide the Division, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and marketing efforts. The Division, in its discretion, may request such other and further information, as from time to time required to ensure compliance with the mandates of the above listed Executive Orders. These records shall contain, but are not limited to, the following data:

1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;

2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and
3. Data on attempts to affirmatively further fair housing.

F. Any material breach of the terms of this section may, in the discretion of the Division, result in forfeiture of Funds received by Grantee pursuant to this Agreement, or any part thereof.

G. Upon the expiration or revocation of this Agreement, Grantee shall transfer to the Division any Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Funds, unless waived in writing by the Division.

IV. Financial Management.

A. Grantee agrees, and shall require any subgrantee to agree, to comply with the requirements of the United States Office of Management and Budget (“OMB”) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” codified at 2 CFR part 200, Subparts A through F, inclusive, including, without limitation, the procurement requirements set forth in 2 CFR part 200, Subpart D.

B. Grantee agrees that all costs of any recipient receiving Funds pursuant to this Agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to eligible activities shall be thoroughly identified and readily accessible to the Division upon 48 hours notice to Grantee.

C. Grantee agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to this Agreement will be provided upon request to the Division upon 48 hours written notice.

D. Grantee agrees that it may not request disbursement of Funds under this Agreement until the Funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

E. Grantee shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, or such other audit as required by the Division if the Grantee is a for-profit entity, and shall provide the Division with a copy of the complete audit report. When complying with the Single Audit Act, or other audit, as required by the Division, and 2 CFR Part 200, Subpart F, the audit must include Funds that were disbursed and require all subrecipients who must comply with the Single Audit Act to include Funds.

F. Grantee agrees that upon completion of the project a cost certification will be performed by a certified public accountant and submitted to the Division.

G. Grantee agrees that if, at any point during the Affordability Period, the Project ceases to comply with this Agreement or the Declaration of Restrictive Covenants, the Grantee shall repay the total amount granted pursuant to this Agreement.

H. Grantee agrees to submit quarterly financial reports as set forth by the Division, which includes, without limitation, detailing the amount of Funds that have been expended in the prior quarter. Financial reports are due to the Division on or before the 10th of each month following the end of the prior quarter.

V. Default and Remedies.

A. Any one or more of the following shall constitute an event of default under this Agreement:

1. A default in the payment described in Article I. of this Agreement.
2. Any breach of this Agreement, or Declaration after the expiration of any notice and cure periods set forth in Paragraph B of this Article V.

B. Upon the occurrence of an event of default listed above, the Division will provide Grantee notice of the default and Grantee shall have 30 days from the date of the notice to cure the default. If the Grantee does not cure the default, the entire outstanding balance, including principal and interest, becomes immediately due and owing. The Division may proceed to protect and enforce its rights by mandamus or other suit, actions, or proceeding at law or in equity. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy existing at law or equity or by statute. No delay or omission of the Division to exercise any right or remedy accruing on an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein.

VI. Miscellaneous.

A. All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and sent by first class, regular, registered, or certified mail, commercial delivery service, overnight courier, or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

To the Division: 1830 E. College Parkway
 Suite 200
 Carson City, Nevada 89706
 Attn: Administrator
 Telephone: (775) 687-2249
 Facsimile: (775) 687-4040
 E-mail: nhdinfo@housing.nv.gov

To the Grantee: 1525 E, 9th Street
 Reno, NV 89512
 Attn: Executive Director

Telephone: 775-329-3630
Facsimile: 775-786-1712
Email: hlopez@renoha.org

Any such notice, demand, request, or communication shall be deemed to have been given and received for all purposes under this Agreement:

1. Three business days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or if applicable, certified mail, return receipt requested, postage prepaid;
2. On the date of transmission when delivered by facsimile transmission, provided any transmission received after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following business day;
3. On the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and
4. On the date of actual deliver to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a business day, such notice, demand, request or communication shall be deemed to have been given and received on the next business day.

B. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.

C. This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.

D. This Agreement shall be governed by and enforceable in accordance with the laws of the State of Nevada.

E. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

F. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

G. All references to the singular shall include the plural and all references to gender shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.

H. In connection with any litigation, including appellate proceedings arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorney fees and other legal costs and expenses from the non-prevailing party or parties.

I. This Agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) shall constitute an original of this Agreement.

J. Each Party represents and warrants to the other Party that:

1. It has the full right, power and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;
2. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been dully authorized by all methods or corporate action of the Parties; and
3. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

K. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury and respect any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

L. The transactions described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

VII. Modification or Revocation of Agreement.

A. The Division and Grantee may amend or otherwise revise this Agreement should such modification necessary.

B. In the event that any of the Funds for any reason are terminated or withheld from the Division or otherwise are not forthcoming to the Division, the Division may revoke this Agreement.

C. The Division may suspend or terminate this Agreement if Grantee fails to comply with any of its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound.

Nevada Housing Division:

Steve Aichroth, Administrator

Date: _____

Grantee:
Housing Authority of the City of Reno

Hilary Lopez, Ph.D., Executive Director

Date: _____

EXHIBIT A

Essex Manor includes 53 single-story duplex buildings with 70 two-bedroom, 36 three-bedroom apartments, one single-story management office/community clubhouse, and 221 parking spaces in front of the units. The construction type of this project is a crawl space foundation, plywood siding, masonry wainscot, and asphalt roof shingles. The amenities are onsite laundry room, community clubhouse, playground, recreational grass area, BBQ pits, trees, benches throughout the property for outdoor seating, and video surveillance system on the property.

This project will increase accessibility of the overall site as well as individual units and upgrade HVAC mechanical equipment. Overall, the goal is to reenergize the neighborhood with an architecturally pleasing design while providing affordable housing for low-income families at or below 50 % AMI.

APN: 082-295-05, 082-295-06, 082-392-27

When recorded please mail to:

Nevada Housing Division
1830 E. College Parkway, Suite 200
Carson City, Nevada 89701

**DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND
FOR**

(Essex Manor)

This Declaration of Restrictive Covenants is entered into between the Nevada Housing Division, a division of the Department of Business and Industry of the State of Nevada (hereafter "Division") and the Housing Authority of the City of Reno; a Nevada public body corporate and politic, with reference to the following facts:

A. The property which is the subject of and is to be bound by this Declaration of Restrictive Covenants is known as Essex Manor ("Project"), situated in Washoe County, Nevada and is located on the real property described in Exhibit "A" attached hereto and incorporated herein by reference. The real property described in Exhibit "A" shall be construed to include all fixtures and improvements located on such real property and the tenements, hereditaments and appurtenances thereto.

B. Owner was awarded a loan pursuant to the Home Means Nevada Initiative by the Division in the amount of \$1,500,000.

C. Division acknowledges and understands that Grantee is, or may in the future be subject to the provisions of the Rental Assistance Demonstration initiative of the U.S. Department of Housing and Urban Development ("HUD") related to affordable housing subsidized by HUD and or section 18 of the 1937 United States Housing Act, and that any such provision(s) preempt and are otherwise subject to federal supremacy over any applicable state law or regulation otherwise at issue in these restrictions.

D. The Division acknowledges and agrees that this Agreement shall be subordinate to the Declaration of Trust entered into between Grantee and HUD on October 5, 1990, and recorded in the Official Records of the County Recorder's Office of Washoe County on October 9, 1990, as Document Number 1433039, Book 3155, Page 0001.

E. Owner and the Division agree to enter into this Declaration of Restrictive Covenants for the Project for the Period of Affordability.

BASED UPON THE FOREGOING, the parties agree as follows:

ARTICLE I

DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Declaration of Restrictive Covenants shall have the following meanings:

A. “Agreement” means this Declaration of Restrictive Covenants, as the same may be amended, changed, modified or supplemented from time to time.

B. “Area Median Gross Income” means the median gross income of the area in which the Project is located as determined by the Secretary in a manner consistent with the determination of area median gross income under Section 8 of the Housing Act, with adjustments for family size.

C. “Division” means the Nevada Housing Division, a division of the Department of Business and Industry of the State of Nevada, or any successor to the Division.

D. “Grantee” means the Housing Authority of the City of Reno.

E. “Gross Rent” means all rents paid by the Tenant, including the amount paid by the Tenant to the Owner for utilities and any other mandatory fees paid by the Tenant to the Owner, but excludes any payment under Section 8 of the Housing Act or any comparable federal rental assistance program and any other rental assistance program excluded from Gross Rent under 26 USC §42(g)(2). If the Tenant pays his or her utilities directly to a utility company, Gross Rent shall include any utility allowance prescribed by the Secretary.

F. “Housing Act” means the United States Housing Act of 1937, as amended, and any regulations pertaining thereto, as the same may be amended, changed, modified or supplemented from time to time.

G. “HUD” means the United States Department of Housing and Urban Development.

H. “Income” means the gross income of a Tenant determined in a manner consistent with the requirements of 26 USC §42(d)(2)(B). Income shall be determined at the time a Tenant begins occupancy and shall be re-determined at least annually.

I. “Period of Affordability” means 30 years beginning from the date the Project is available for occupancy.

J. “Project” means the multi-family residential housing project known as (NAME) and located on the real property described in Exhibit "A," attached and incorporated herein.

K. “Qualified Low-Income Housing Project” has the meaning ascribed to it in 26 USC §42(g)(1).

L. “Secretary” means the Secretary of the Treasury of the United States.

M. “Tenant” means the individual or individuals entitled to occupy a unit in the Project by lease or other legal relationship with the Owner.

N. “Unit” means any unit in the Project consisting of an accommodation containing separate and complete facilities for living, sleeping, eating, cooking and sanitation. Provided, however, that single-room occupancy housing used on a non-transient basis may be treated as one or more units, even though the housing may provide eating, cooking and sanitation facilities on a shared basis.

ARTICLE II COVENANTS RUNNING WITH THE LAND

A. Declaration of Covenants. The Grantee hereby declares that the Project is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner subject to the provisions contained in this paragraph A of Article II, all of which are hereby declared to be in furtherance of the purpose of providing affordable low-income housing. All provisions contained in this paragraph shall be deemed to be covenants running with the land or as an equitable servitude, as the case may be, and shall constitute benefits and burdens to the Grantee and its successors and assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be acquired. Accordingly, the following covenants, conditions, and restrictions are hereby imposed upon the Project:

1. Maintenance of the Project as a Qualified Low-Income Housing Project. During the Period of Affordability the Grantee shall maintain the Project as a Qualified Low-Income Housing Project for Tenants at or below 60% of the Area Median Gross Income. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement, Grantee shall repay all Funds to the Division.

2. Prohibitions on Transfer of the Project. Grantee shall not sell, transfer, convey, exchange, or otherwise dispose of the Project to a third party, unless the Grantee’s entire interest in the Project is conveyed to such third party, and the Division consents in writing to such a sale, transfer, conveyance, exchange or disposition, which consent shall not be unreasonably withheld. Upon approval of the transfer by the Division, the transferee agrees to be bound by the terms of this Agreement. Grantee hereby agrees that it shall not enter into an agreement whereby Grantee agrees to sell, transfer, convey, or exchange any interest in itself to another entity, unless the Division consents in writing to such sale, transfer, conveyance, or exchange.

3. Residential Rental Requirements. During the Period of Affordability the Grantee will hold all Units in the Project continuously open for rental purposes to Tenants with incomes at or below 60% of the Area Median Gross Income.

4. Tenant Protections; Housing Quality Standards. During the Period of Affordability, Grantee agrees to comply with applicable Tenant protections and housing quality standards for any additional federal housing programs that the Project is subject to.

ARTICLE III ADDITIONAL REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE GRANTEE

A. In addition to the covenants running with the land made by the Grantee and described in Article II of this Agreement, the Grantee further represents, covenants and warrants the following:

1. Grantee is a public body corporate and politic; duly organized, validly existing, and in good standing under the laws of the State of Nevada; has all necessary powers to own its properties and to carry on its business as now owned and operated, and is duly qualified to do business and is in good standing in the State of Nevada.

2. The execution and performance of this Agreement by Grantee will not violate or has not violated any law, rule, regulation, or any order of any court or other agency or governmental body, and will not violate or has not violated any provision of any indenture, agreement, mortgage, mortgage note, deed of trust, or other instrument in which the Grantee is a party or to which the Project is subject.

3. This Agreement and all obligations of Grantee under the terms of this Agreement are legally binding on Grantee and enforceable in accordance with their terms.

4. There is no action, suit, or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Grantee threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair the Grantee's duty to carry out or perform its obligations under this Agreement.

5. If the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, Grantee shall use its best efforts to repair and restore the Project to substantially the same conditions as existed prior to the event causing such damage or destruction and thereafter to operate the Project in accordance with the terms of this Agreement.

6. The Grantee shall not execute any other agreement, contract or instrument with provisions contradictory to, or in opposition to, the provisions contained herein.

7. Grantee has good and marketable title to the Project.

8. At least annually, the Grantee shall determine and certify the Income of each Tenant and within a reasonable time thereafter provide such information to the Division.

9. At least annually, the Grantee shall furnish to the Division the Gross Rents that are charged by the Grantee with respect to each Unit.

10. The Grantee shall notify the Division if there is a determination by the United States Department of Treasury that the Project is no longer a Qualified Low-Income Housing Project. Such written notification to the Division shall be given within fifteen (15) days of the determination by the United States Department of Treasury.

11. The legal description attached hereto as Exhibit "A" is a true and correct copy of

the legal description of the real property on which the Project is located.

12. The Grantee acknowledges that the Division is required to monitor the Project for noncompliance. The Grantee agrees to be obligated and to pay to the Division such amounts as are assessed against the Grantee by the Division from time to time to recover the Division's costs in connection with the monitoring of the Project.

ARTICLE IV TERM OF AGREEMENT/PERIOD OF AFFORDABILITY

This Agreement shall commence on the first day that the Project is available for occupancy and shall continue for 30 years. This Agreement will not burden the property thereafter.

ARTICLE V ACCESS TO BOOKS AND RECORDS

The Grantee shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Division to inspect all books and records of the Grantee relating to the Project including, but not limited to, records relating to the Income of Tenants and the Gross Rents charged with respect to the Low-Income Units. The Grantee shall also submit such further information, documents or certifications as may be requested by the Division, that the Division deems reasonably necessary to substantiate the Grantee's compliance with the provisions of this Agreement and the Code.

ARTICLE VI EFFECT OF COVENANTS IN AGREEMENT

A. Covenants Running With the Land. Each promise, covenant, and agreement contained in this Agreement and the undertaking to comply with each provision contained in this Agreement: (i) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in the Project, is granted, devised, or conveyed, whether or not set forth or referred to in such deed or other instrument; (ii) shall be deemed a real covenant by the Grantee for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to the Project, as a real covenant and servitude for the benefit of the Project; (iii) shall, by virtue of acceptance of any right, title or interest in the Project by a successor in interest to the Grantee, be deemed accepted, ratified, adopted and declared as a personal covenant of such successor in interest to the Grantee, and, as a personal covenant, shall be binding on such successor in interest and such successor in interest's heirs, personal representatives, successors and assigns, and shall be deemed a personal covenant to, with and for the benefit of the Division and the Tenants (whether prospective, present or former occupants); and (iv) shall be deemed a covenant, obligation and restriction in favor of the Division and any Tenant (whether prospective, present or former occupant), burdening and encumbering the title to the Project in favor of the Division and each Tenant (whether prospective, present or former occupant) for the Period of Affordability.

B. Personal Covenants. Each covenant, representation, agreement, promise and warranty contained in this Agreement and any undertaking to comply with such provisions shall be deemed a personal covenant by the Grantee and shall be binding on the Grantee's heirs, personal

representatives, successors and assigns and shall be deemed a personal covenant to, with, and for the benefit of the Division.

ARTICLE VII ENFORCEMENT AND REMEDIES

In addition to any other remedies provided by law, each provision of this Agreement with respect to the Grantee or successor in interest to the Grantee shall be enforceable by the Division and/or the Tenants (whether prospective, present or former occupants), as the case may be, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages, legal fees and/or costs in a court of the State of Nevada.

ARTICLE VIII RECORDING AND FILING

A. Recordation of Agreement and Amendments. Upon execution of this Agreement by the Division and the Grantee, the Grantee shall cause this Agreement, and all amendments hereto, to be recorded and filed in the official records of the office of the County Recorder in the county in which the Project is located, and shall pay all fees and charges incurred in connection therewith. Upon recordation of this Agreement, and all amendments hereto, the Grantee shall immediately furnish the Division an executed original of the recorded Agreement showing the date, book and page numbers of record.

B. Recordation of Instrument Terminating Agreement. Upon the termination of this Agreement, the Division and the Grantee shall execute and thereafter record in the official records of the County Recorder in which the Project is located, an instrument or such other documents necessary to notify third parties of the effective date of the termination of this Agreement and that the Project and the Grantee are no longer bound by the terms and provisions of this Agreement. The Grantee shall be responsible for paying all fees, costs, or charges, including attorneys' fees, incurred in connection with the preparation and recordation of such instrument.

ARTICLE IX AMENDMENTS

This Agreement may not be amended, changed, modified, altered or terminated unless a written instrument is executed and acknowledged by each of the parties hereto or their successors and is duly recorded in the official records of the County Recorder in the county in which the Project is located.

ARTICLE X MISCELLANEOUS

A. Attorneys' Fees. If any Party brings an action or proceeding to enforce, protect, or establish any right or remedy under the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

B. Severability. In the event that any one or more of the foregoing covenants,

conditions, or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, all of the remaining covenants, conditions and restrictions not so expressed or declared to be invalid shall continue in full force and effect.

C. Violation of Law. Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation, or use of any portion of the Project is hereby declared to be a violation of this Agreement and subject to any and all of the enforcement procedures herein set forth.

D. No Waiver. The failure to enforce any provisions of this Agreement shall not operate as a waiver of any such provision or of any other provision of this Agreement, nor shall such failure constitute a waiver of the right to enforce the same or any other provision of this Agreement for any subsequent violation.

E. Notices. All notices required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be considered given (a) upon personal delivery of a copy to the party to be served or by standard overnight mail delivery; or (b) forty-eight (48) hours after mailing such notice by certified or registered mail, postage pre-paid, properly addressed and deposited in the United States mail. The addresses for notices shall be as follows:

To Division: Nevada Housing Division
1830 E. College Parkway, Suite 200
Carson City, Nevada 89706

To Grantee: Housing Authority of the City of Reno
1525 E. 9th Street
Reno, Nevada 89512
Attn: Executive Director

Any change in the address of either Division or Grantee shall be made by giving to the other party written notice of such change in the manner provided for above. Therefore, all such notices shall be given in accordance with the Notice of Change. Notices given before the actual receipt of the Notice of Change shall not be affected by the change.

F. Interpretation of Agreement. In interpreting and applying provisions of this Agreement, it is not the intent of this Agreement to interfere with the provision of any law or ordinance or any rules, regulations, or permits previously adopted or issued or which may be adopted or issued pursuant to a law relating to the use of the Project; nor is it the intention of this Agreement to interfere with or abrogate covenants or other agreements between parties; provided, however, that where this Agreement imposes a greater restriction upon the use or occupancy of the Project, or upon the construction or rehabilitation of the Project, or in connection with matters other than are imposed or required by such provisions of law or ordinances, by such rules, regulations or permits or by such covenants and agreements, then, in that case, the provisions of this Agreement shall control.

G. Limited Liability. The Division and any member, officer, agent, or employee of the Division, shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

H. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Division, the Tenants, the Grantee, and their respective heirs, personal representatives, successors and assigns.

I. Captions. The captions and headings in this Agreement are for convenience only and should not be considered in construing any provision of this Agreement.

J. Gender and Number. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter as the context requires.

K. Supervening Law. The Parties recognize that this Agreement is at all times to be subject to the applicable local, state and federal laws. The Parties further recognize that this Agreement may be subject to amendments to such laws and regulations under new legislation that may require amendments or alterations of this Agreement in order to comply with any such amendments or new legislation. Any provisions of law that invalidate or are otherwise inconsistent with the terms of this Agreement, or that would cause one or both of the Parties to be in violation of the law shall be deemed to have superseded the terms of this Agreement, provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible and consistent with the requirements of the law.

L. Governing Law. This Agreement shall be governed by the laws of the State of Nevada and, where applicable, the laws of the United States of America.

M. Effect on Existing Mortgages. Any provision of this Agreement which is deemed to impair, reduce, or otherwise effect any right, title or interest of a mortgagee or beneficiary of a deed of trust under a mortgage or deed of trust recorded prior to the date of this Agreement shall not be effective or enforceable against such mortgagee or beneficiary unless the mortgagee or beneficiary shall have consented thereto in writing.

N. Mortgage Protection. Upon foreclosure of any mortgage, deed of trust or other lien affecting the Project, where such holder thereby assumes title to the Project or any portion thereof, such holder shall not be required to correct past violations hereof with respect to the Project so long as the Project is neither occupied nor used for any purpose by such holder, but is merely held for prompt resale. Any purchaser on foreclosure shall, however, take subject to this Agreement except that violations or breaches of, or failures to comply with, any provisions of this Agreement by prior legal owners shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, or his heirs, personal representative, successors or assigns.

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS239B.030)

The remainder of this page intentionally left blank.

Dated this ____ day of _____ 2023

NEVADA HOUSING DIVISION

By: _____

Name: Steve Aichroth

Title: Administrator

STATE OF NEVADA)
 :ss.
CITY OF CARSON CITY)

On _____, 2023, Steve Aichroth personally appeared before me, a notary public, _____, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the instrument in his capacity as Administrator for the Nevada Housing Division.

Notary Public

EXHIBIT A
Legal Description

Beginning at the Northwest corner of Lot 277 of Raleigh Heights Subdivision Unit No. 3, as shown on the official plat thereof, filed in the office of the County Recorder of Washoe County, Nevada, on October 28, 1965, as document number 43353; said point being on the Easterly line of Carlyle Drive; thence N16°16'24"W 33.39 feet to the beginning of a tangent 171.50 foot radius curve to the left concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of 43°22'54" a distance of 129.85 feet to a point of reverse curvature; thence Northwesterly along the arc of a 209.00 foot radius curve to the right, concave Northeasterly, through a central angle of 41°16'57" a distance of 150.59 feet; thence N18°22'21"W 164.59 feet to the beginning of a tangent 222.50 foot radius curve to the left concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of 27°47'39" a distance of 107.93 feet; thence N46°10'00"W 51.78 feet to the beginning of a tangent 194.00 foot radius curve to the right concave Southeasterly; thence Northwesterly, Northerly and Northeasterly along the arc of said curve through a central angle of 119°53'36" a distance of 405.95 feet; thence N73°43'36"E 201.92 feet to the beginning of a tangent 15.00' radius curve to the right concave Southwesterly; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" a distance of 23.56 feet to a point on the Westerly line of Yorkshire Drive and the Northeast corner of Lot 174 of Raleigh Heights Unit No. 2, as shown on the official plat thereof, filed in the office of the County Recorder of Washoe County, Nevada, on June 29, 1965, as document number 32313; thence N51°39'03"E 64.75 feet; thence N16°16'24"W 213.66 feet; thence S73°43'36"W 60.00 feet; thence S16°16'24"E 143.00 feet to the beginning of a tangent 20.00 foot radius curve to the right concave Westerly, thence Southerly along the arc of said curve through a central angle of 90°00'00" a distance of 31.42 feet; thence S73°43'36"W 196.92 feet to the beginning of a tangent 254.00 foot radius curve to the left concave Easterly; thence Southwesterly, Southerly and Southeasterly along the arc of said curve through a central angle of 119°53'36" a distance of 531.50 feet; thence S46°10'00"E 51.78 feet to the beginning of a tangent 162.50 foot radius curve to the right concave Southwesterly; thence Southeasterly along the arc of said curve through a central angle of 27°47'39" a distance of 78.83 feet; thence S18°22'21"E 164.59 feet to the beginning of a tangent 269.00 foot radius curve to the left concave Northeasterly; thence Southeasterly through a central angle of 41°16'57" a distance of 193.82 feet to a point of reverse curvature; thence Southeasterly along the arc of a 111.50 foot radius curve to the right concave Southwesterly; through a central angle of 43°22'54" a distance of 84.42 feet to a point on the Westerly line of said Carlyle Drive and the Northeasterly corner of Lot 230 of said Raleigh Heights Unit No. 2; thence S77°10'50"E 68.66 feet to the point of the beginning.

Said parcel is situate wholly within the Southwest quarter of Section 15 and the Northwest quarter of Section 22, Township 20 North, Range 19 East; M.D.B.&M.; and contains 2.093 acres more or less.

**GRANT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
CFDA #21.027**

This Grant Agreement (“Agreement”) is entered on this _____ day of May _____ 2023, (“Effective Date”) by and between the Nevada Housing Division, Department of Business and Industry State of Nevada (“Division”) and the Housing Authority of the City of Reno, a Nevada public body corporate and politic (“Grantee”) collectively the “Parties.”

RECITALS

WHEREAS, Section 9901 of Subtitle M of the American Rescue Plan Act (“Act”) appropriated \$219,800,000,000 State and Local Fiscal Recovery Funds (“Funds”) to the United States Treasury (“Treasury”) for disbursement to states, territories, and Tribal governments to mitigate the public health emergency with respect to COVID-19;

WHEREAS, the State of Nevada received Funds;

WHEREAS, the Division received \$500,000,000 in Funds to provide assistance to eligible entities for creation or preservation of low-income housing;

WHEREAS, Grantee has applied to the Division for a grant pursuant to the Home Means Nevada Initiative (“HMNI”) to pay the costs to rehabilitate a 68-unit affordable housing project for individuals who are at or below 60% of the Area Median Income (the “Project”); and

WHEREAS, the Division desires to assist Grantee in the development of the Project by providing a grant pursuant to HMNI in the amount of \$18,000,000;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged subject to rights and responsibilities of the Parties, and the following conditions and limitations:

I. General Terms.

A. The Division will provide Grantee with \$18,000,000 in Funds to undertake the Project as described in Exhibit A attached hereto and fully incorporated herein. The Division has determined that the Project is an eligible use of Funds pursuant to the rules and regulations promulgated thereunder including, without limitation, 31 CFR Part 35 and the supplemental information provided by Treasury (“Final Rule”).

B. Grantee agrees that any program costs, unless otherwise specified in this Agreement exceeding the \$18,000,000 provided by the Division pursuant to this Agreement, will be the responsibility of Grantee. No amount of the Funds provided pursuant to this Agreement may be used for administrative expenses. Any ongoing program costs, such as maintenance and operations, shall be the sole responsibility of Grantee, but in any event, not that of the Division.

C. Grantee agrees that the Project will be maintained as a low-income housing project for not less than 30 years beginning on the date which the Project is available for occupancy (“Period of Affordability”) which shall be secured by a Declaration of Restrictive Covenants (“Declaration”) recorded in the County Recorder’s Office of Washoe County. As used in this Paragraph C, “low-income housing project” means a housing complex that provides housing to tenants at or below 60% of the Area Median Income for the county in which the Project is located.

D. Grantee agrees that the Project shall comply with the minimum hourly wages as determined by the United States Department of Labor pursuant to the Davis-Bacon Act 40 USC §3141 et. seq.

E. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement or the Declaration, Grantee shall repay any Funds to the Division.

II. Division General Conditions.

A. The Division shall have no relationship whatsoever with the services provided pursuant to this Agreement, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the Division may be claimed or found to exist, Grantee shall be an independent contractor only.

B. Grantee agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws, including, without limitation, the Final Rule and 31 CFR Part 35 Subpart A. Grantee further agrees that Grantee will be the sole entity undertaking the eligible activities under this Agreement.

C. Grantee will provide the Division with reports as required by the Division via electronic mail to the designated Division employee at intervals the Division determines are necessary, including, without limitation, any reports regarding employee wages. Reports must include, without limitation, the following information:

1. Total clients served;
2. Racial breakdown of clients served, including, without limitation, American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, and White;
3. Ethnicity breakdown indicating either Hispanic or non-Hispanic, by race;
4. Number and percentage of low- and very-low income clients as defined by HUD;
5. Number of clients with disabilities served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Name of each head-of-household served;

9. Number of persons in each household served; and
10. Rent charged each household served.

D. Grantee will not use any portion of the Funds allocated pursuant to this Agreement for costs not expressly authorized by this Agreement.

E. If the Division or the Treasury determines that Funds have been expended on ineligible costs Grantee shall repay to the Division or Treasury, as applicable, along with any fees, interests, or other fines, the amount of Funds expended on ineligible costs.

F. Grantee may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of the Division. Any such assignment or delegation made without the Division's consent is void and may, at the option of the Division, result in the forfeiture of all financial support provided herein.

G. Grantee shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits, and on-site monitoring of the Project as the Division deems appropriate in order to determine:

1. Whether the Project is being conducted in compliance with the Act and any rules and regulations adopted pursuant to the Act;
2. Whether management control systems and internal procedures have been established;
3. Whether the financial operations of the Project are being conducted properly;
4. Whether the reports to the Division contain accurate and reliable information; and
5. Whether the activities of the Project are being conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

H. Visits by the Division shall be announced in advance of those visits and shall occur during normal operating hours. Absent exigent circumstances, the Grantee shall be given 48 hours advance written notice of said visits. The representatives of Division may request, and, if such a request is made, shall be granted, access to all of the records of Grantee which relate to this Agreement. The representatives of the Division may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

I. At any time during normal business hours, Grantee's records with respect to this Agreement shall be made available for audit, upon 48 hours advance written notice of the inspection and the documents and records to be examined, by the Division, the Attorney General's Office, contracted independent auditors, the Inspector General of the Department of the Treasury, the Comptroller General of the United States, or any combination thereof.

J. Subject to NRS chapters 41 and 354, including any preemptory or superseding federal law or regulation, Grantee will protect, defend, indemnify, and save and hold harmless the Division from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or

indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of Grantee or its agents pursuant to this Agreement.

K. Grantee will not use any Funds or resources which are supplied by the Division pursuant to this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify the Division of any legal action which is filed by or against it.

L. This Agreement will commence on the Effective Date.

M. Funds must be obligated by December 31, 2024. As used in this Paragraph M, "obligated" means Funds which have been committed for an eligible cost. Funds must be expended by December 31, 2026. Any Funds not obligated or expended by the applicable time period must be returned to the Division. Funds will be disbursed on a drawdown basis. Grantee shall submit draw requests to the Division as needed, with supporting documentation. Division shall have 30 days to process such draw request.

N. Grantee agrees that no officer or employee of Grantee may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

O. Grantee agrees that no officer or employee of Grantee may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

P. Grantee agrees that no officer or employee of Grantee may participate as an agent of Grantee in the negotiation or execution of any contract between Grantee and any private business in which he or she has a financial interest.

Q. Grantee agrees that no officer or employee of Grantee may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

R. Grantee shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.

S. Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the eligible activities or are required by the Treasury, Division, or any combination thereof.

T. No officer, employee or agent of the Division shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the project during the period of service of such officer, employee or agent, for one year thereafter.

U. Upon the revocation of this Agreement or the expiration of its terms, Grantee shall transfer to the Division the remaining balance of the Funds which have not been obligated at the time of expiration or revocation and any accounts receivable attributable to the use of Funds.

III. Federal Conditions.

- A. Grantee shall comply with the following laws and directives:
1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.
 2. The National Environmental Policy Act of 1969 as set forth in Public Law 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
 3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.
 4. Section 109 of the Housing and Community Development Act of 1974.
 5. Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
 6. The Fair Housing Act, as amended.
 7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR Part 75. All published Section 3 policies, guidelines, and forms by NHD will be utilized and followed.
 8. The Age Discrimination Act of 1975.
 9. Section 504 of the Rehabilitation Act of 1973.
 10. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
 11. The Fair Labor Standards Act.
 12. Section 202(a) of the Flood Disaster Protection Act of 1973.
 13. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
 14. The Davis-Bacon Act, as amended, if applicable, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.
 15. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
 16. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the Grantee from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

17. Title I of the Housing and Community Development Act of 1974, as amended, which requires that the Project shall:
 - a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion; and
 - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
 - c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
18. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225.

B. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, of the U.S. Code.

C. None of the Funds shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Division of an Authority to Use Grant Funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 50, if applicable to the Project. The Parties further agree that the provision of any Funds to the Project is conditioned on the Division's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review, if applicable to the Project.

E. Grantee shall comply with the requirements of Executive Order 11625, 12432, and 12138 and 24 CFR § 93.407(a)(viii) that provides for the utilization of minority businesses and women business enterprises in all federally assisted contracts. Grantee shall provide the Division, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and marketing efforts. The Division, in its discretion, may request such other and further information, as from time to time required to ensure compliance with the mandates of the above listed Executive Orders. These records shall contain, but are not limited to, the following data:

1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;

2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and
3. Data on attempts to affirmatively further fair housing.

F. Any material breach of the terms of this section may, in the discretion of the Division, result in forfeiture of Funds received by Grantee pursuant to this Agreement, or any part thereof.

G. Upon the expiration or revocation of this Agreement, Grantee shall transfer to the Division any Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Funds, unless waived in writing by the Division.

IV. Financial Management.

A. Grantee agrees, and shall require any subgrantee to agree, to comply with the requirements of the United States Office of Management and Budget (“OMB”) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” codified at 2 CFR part 200, Subparts A through F, inclusive, including, without limitation, the procurement requirements set forth in 2 CFR part 200, Subpart D.

B. Grantee agrees that all costs of any recipient receiving Funds pursuant to this Agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to eligible activities shall be thoroughly identified and readily accessible to the Division upon 48 hours notice to Grantee.

C. Grantee agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to this Agreement will be provided upon request to the Division upon 48 hours written notice.

D. Grantee agrees that it may not request disbursement of Funds under this Agreement until the Funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

E. Grantee shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, or such other audit as required by the Division if the Grantee is a for-profit entity, and shall provide the Division with a copy of the complete audit report. When complying with the Single Audit Act, or other audit, as required by the Division, and 2 CFR Part 200, Subpart F, the audit must include Funds that were disbursed and require all subrecipients who must comply with the Single Audit Act to include Funds.

F. Grantee agrees that upon completion of the project a cost certification will be performed by a certified public accountant and submitted to the Division.

G. Grantee agrees that if, at any point during the Affordability Period, the Project ceases to comply with this Agreement or the Declaration of Restrictive Covenants, the Grantee shall repay the total amount granted pursuant to this Agreement.

H. Grantee agrees to submit quarterly financial reports as set forth by the Division, which includes, without limitation, detailing the amount of Funds that have been expended in the prior quarter. Financial reports are due to the Division on or before the 10th of each month following the end of the prior quarter.

V. Default and Remedies.

A. Any one or more of the following shall constitute an event of default under this Agreement:

1. A default in the payment described in Article I. of this Agreement.
2. Any breach of this Agreement, or Declaration after the expiration of any notice and cure periods set forth in Paragraph B of this Article V.

B. Upon the occurrence of an event of default listed above, the Division will provide Grantee notice of the default and Grantee shall have 30 days from the date of the notice to cure the default. If the Grantee does not cure the default, the entire outstanding balance, including principal and interest, becomes immediately due and owing. The Division may proceed to protect and enforce its rights by mandamus or other suit, actions, or proceeding at law or in equity. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy existing at law or equity or by statute. No delay or omission of the Division to exercise any right or remedy accruing on an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein.

VI. Miscellaneous.

A. All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and sent by first class, regular, registered, or certified mail, commercial delivery service, overnight courier, or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

To the Division: 1830 E. College Parkway
 Suite 200
 Carson City, Nevada 89706
 Attn: Administrator
 Telephone: (775) 687-2249
 Facsimile: (775) 687-4040
 E-mail: nhdinfo@housing.nv.gov

To the Grantee: 1525 E, 9th Street
 Reno, NV 89512
 Attn: Executive Director

Telephone: 775-329-3630
Facsimile: 775-786-1712
Email: hlopez@renoaha.org

Any such notice, demand, request, or communication shall be deemed to have been given and received for all purposes under this Agreement:

1. Three business days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or if applicable, certified mail, return receipt requested, postage prepaid;
2. On the date of transmission when delivered by facsimile transmission, provided any transmission received after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following business day;
3. On the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and
4. On the date of actual deliver to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a business day, such notice, demand, request or communication shall be deemed to have been given and received on the next business day.

B. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.

C. This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.

D. This Agreement shall be governed by and enforceable in accordance with the laws of the State of Nevada.

E. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

F. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

G. All references to the singular shall include the plural and all references to gender shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.

H. In connection with any litigation, including appellate proceedings arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorney fees and other legal costs and expenses from the non-prevailing party or parties.

I. This Agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) shall constitute an original of this Agreement.

J. Each Party represents and warrants to the other Party that:

1. It has the full right, power and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;
2. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been dully authorized by all methods or corporate action of the Parties; and
3. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

K. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury and respect any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

L. The transactions described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

VII. Modification or Revocation of Agreement.

A. The Division and Grantee may amend or otherwise revise this Agreement should such modification necessary.

B. In the event that any of the Funds for any reason are terminated or withheld from the Division or otherwise are not forthcoming to the Division, the Division may revoke this Agreement.

C. The Division may suspend or terminate this Agreement if Grantee fails to comply with any of its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound.

Nevada Housing Division:

Steve Aichroth, Administrator

Date: _____

Grantee:
Housing Authority of the City of Reno

Hilary Lopez, Ph. D., Executive Director

Date: _____

EXHIBIT A

Stead Manor contains 68 townhouse-style units. The construction type of this project is a crawl space foundation with wood frame, plywood siding, and asphalt roof. The project includes 10 two-story townhouse buildings which include 44 two-bedroom units, 24 three-bedroom units, one single-story management office, one single story community clubhouse, one single-story maintenance shop, two laundry rooms. There are 143 parking spaces in between the buildings. The amenities are two laundry facilities, washer and dryer hook-ups in units, community clubhouse, BBQ pits, a playground for children, basketball court, covered area with a picnic table for recreational use, and video surveillance system on the property.

The goals of this rehabilitation project are:

- 1) Address structural and deferred maintenance issues across site
- 2) Improve ADA accessibility
- 3) Modernize and upgrade kitchens, bathrooms, and unit interiors
- 4) Renovate community space and site amenities
- 5) Include energy efficiency and water conservation improvements

Ultimately, RHA aims to create a long-term, affordable housing asset for that will reenergize the neighborhood with an architecturally pleasing design while ensuring affordable housing for low-income families for years to come.

APN: 086-146-01 and 086-142-09

When recorded please mail to:

Nevada Housing Division
1830 E. College Parkway, Suite 200
Carson City, Nevada 89701

**DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND
FOR**

(Stead Manor)

This Declaration of Restrictive Covenants is entered into between the Nevada Housing Division, a division of the Department of Business and Industry of the State of Nevada (hereafter "Division") and the Housing Authority of the City of Reno; a Nevada public body corporate and politic, with reference to the following facts:

A. The property which is the subject of and is to be bound by this Declaration of Restrictive Covenants is known as Stead Manor ("Project"), situated in Washoe County, Nevada and is located on the real property described in Exhibit "A" attached hereto and incorporated herein by reference. The real property described in Exhibit "A" shall be construed to include all fixtures and improvements located on such real property and the tenements, hereditaments and appurtenances thereto.

B. Grantee was awarded a loan pursuant to the Home Means Nevada Initiative by the Division in the amount of \$18,000,000.

C. Division acknowledges and understands that Grantee is, or may in the future be subject to the provisions of the Rental Assistance Demonstration initiative of the U.S. Department of Housing and Urban Development ("HUD") related to affordable housing subsidized by HUD and or section 18 of the 1937 United States Housing Act, and that any such provision(s) preempt and are otherwise subject to federal supremacy over any applicable state law or regulation otherwise at issue in these restrictions.

D. The Division acknowledges and agrees that this Agreement shall be subordinate to the Declaration of Trust entered into between Grantee and HUD on September 14, 1981, and recorded in the Official Records of the County Recorder's Office of Washoe County on September 18, 1981, as Document Number 759458, Book 1673, Page 0370.

E. Grantee and the Division agree to enter into this Declaration of Restrictive Covenants for the Project for the Period of Affordability.

BASED UPON THE FOREGOING, the parties agree as follows:

ARTICLE I

DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Declaration of Restrictive Covenants shall have the following meanings:

A. “Agreement” means this Declaration of Restrictive Covenants, as the same may be amended, changed, modified or supplemented from time to time.

B. “Area Median Gross Income” means the median gross income of the area in which the Project is located as determined by the Secretary in a manner consistent with the determination of area median gross income under Section 8 of the Housing Act, with adjustments for family size.

C. “Division” means the Nevada Housing Division, a division of the Department of Business and Industry of the State of Nevada, or any successor to the Division.

D. “Grantee” means the Housing Authority of the City of Reno.

E. “Gross Rent” means all rents paid by the Tenant, including the amount paid by the Tenant to the Grantee for utilities and any other mandatory fees paid by the Tenant to the Grantee, but excludes any payment under Section 8 of the Housing Act or any comparable federal rental assistance program and any other rental assistance program excluded from Gross Rent under 26 USC §42(g)(2). If the Tenant pays his or her utilities directly to a utility company, Gross Rent shall include any utility allowance prescribed by the Secretary.

F. “Housing Act” means the United States Housing Act of 1937, as amended, and any regulations pertaining thereto, as the same may be amended, changed, modified or supplemented from time to time.

G. “HUD” means the United States Department of Housing and Urban Development.

H. “Income” means the gross income of a Tenant determined in a manner consistent with the requirements of 26 USC §42(d)(2)(B). Income shall be determined at the time a Tenant begins occupancy and shall be re-determined at least annually.

I. “Period of Affordability” means 30 years beginning from the date the Project is available for occupancy.

J. “Project” means the multi-family residential housing project known as Stead Manor and located on the real property described in Exhibit "A," attached and incorporated herein.

K. “Qualified Low-Income Housing Project” has the meaning ascribed to it in 26 USC §42(g)(1).

L. “Secretary” means the Secretary of the Treasury of the United States.

M. “Tenant” means the individual or individuals entitled to occupy a unit in the Project by lease or other legal relationship with the Grantee.

N. “Unit” means any unit in the Project consisting of an accommodation containing separate and complete facilities for living, sleeping, eating, cooking and sanitation. Provided, however, that single-room occupancy housing used on a non-transient basis may be treated as one or more units, even though the housing may provide eating, cooking and sanitation facilities on a shared basis.

ARTICLE II COVENANTS RUNNING WITH THE LAND

A. Declaration of Covenants. The Grantee hereby declares that the Project is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner subject to the provisions contained in this paragraph A of Article II, all of which are hereby declared to be in furtherance of the purpose of providing affordable low-income housing. All provisions contained in this paragraph shall be deemed to be covenants running with the land or as an equitable servitude, as the case may be, and shall constitute benefits and burdens to the Grantee and its successors and assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be acquired. Accordingly, the following covenants, conditions, and restrictions are hereby imposed upon the Project:

1. Maintenance of the Project as a Qualified Low-Income Housing Project. During the Period of Affordability the Grantee shall maintain the Project as a Qualified Low-Income Housing Project for Tenants at or below 60% of the Area Median Gross Income. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement, Grantee shall repay all Funds to the Division.

2. Prohibitions on Transfer of the Project. Grantee shall not sell, transfer, convey, exchange, or otherwise dispose of the Project to a third party, unless the Grantee’s entire interest in the Project is conveyed to such third party, and the Division consents in writing to such a sale, transfer, conveyance, exchange or disposition, which consent shall not be unreasonably withheld. Upon approval of the transfer by the Division, the transferee agrees to be bound by the terms of this Agreement. Grantee hereby agrees that it shall not enter into an agreement whereby Grantee agrees to sell, transfer, convey, or exchange any interest in itself to another entity, unless the Division consents in writing to such sale, transfer, conveyance, or exchange.

3. Residential Rental Requirements. During the Period of Affordability the Grantee will hold all Units in the Project continuously open for rental purposes to Tenants with incomes at or below 60% of the Area Median Gross Income.

4. Tenant Protections; Housing Quality Standards. During the Period of Affordability, Grantee agrees to comply with applicable Tenant protections and housing quality standards for any additional federal housing programs that the Project is subject to.

ARTICLE III ADDITIONAL REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE GRANTEE

A. In addition to the covenants running with the land made by the Grantee and described in Article II of this Agreement, the Grantee further represents, covenants and warrants the following:

1. Grantee is a public body corporate and politic; duly organized, validly existing, and in good standing under the laws of the State of Nevada; has all necessary powers to own its properties and to carry on its business as now owned and operated, and is duly qualified to do business and is in good standing in the State of Nevada.

2. The execution and performance of this Agreement by Grantee will not violate or has not violated any law, rule, regulation, or any order of any court or other agency or governmental body, and will not violate or has not violated any provision of any indenture, agreement, mortgage, mortgage note, deed of trust, or other instrument in which the Grantee is a party or to which the Project is subject.

3. This Agreement and all obligations of Grantee under the terms of this Agreement are legally binding on Grantee and enforceable in accordance with their terms.

4. There is no action, suit, or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Grantee threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair the Grantee's duty to carry out or perform its obligations under this Agreement.

5. If the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, Grantee shall use its best efforts to repair and restore the Project to substantially the same conditions as existed prior to the event causing such damage or destruction and thereafter to operate the Project in accordance with the terms of this Agreement.

6. The Grantee shall not execute any other agreement, contract or instrument with provisions contradictory to, or in opposition to, the provisions contained herein.

7. Grantee has good and marketable title to the Project.

8. At least annually, the Grantee shall determine and certify the Income of each Tenant and within a reasonable time thereafter provide such information to the Division.

9. At least annually, the Grantee shall furnish to the Division the Gross Rents that are charged by the Grantee with respect to each Unit.

10. The Grantee shall notify the Division if there is a determination by the United States Department of Treasury that the Project is no longer a Qualified Low-Income Housing Project. Such written notification to the Division shall be given within fifteen (15) days of the determination by the United States Department of Treasury.

11. The legal description attached hereto as Exhibit "A" is a true and correct copy of

the legal description of the real property on which the Project is located.

12. The Grantee acknowledges that the Division is required to monitor the Project for noncompliance. The Grantee agrees to be obligated and to pay to the Division such amounts as are assessed against the Grantee by the Division from time to time to recover the Division's costs in connection with the monitoring of the Project.

ARTICLE IV TERM OF AGREEMENT/PERIOD OF AFFORDABILITY

This Agreement shall commence on the first day that the Project is available for occupancy and shall continue for 30 years. This Agreement will not burden the property thereafter.

ARTICLE V ACCESS TO BOOKS AND RECORDS

The Grantee shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Division to inspect all books and records of the Grantee relating to the Project including, but not limited to, records relating to the Income of Tenants and the Gross Rents charged with respect to the Low-Income Units. The Grantee shall also submit such further information, documents or certifications as may be requested by the Division, that the Division deems reasonably necessary to substantiate the Grantee's compliance with the provisions of this Agreement and the Code.

ARTICLE VI EFFECT OF COVENANTS IN AGREEMENT

A. Covenants Running With the Land. Each promise, covenant, and agreement contained in this Agreement and the undertaking to comply with each provision contained in this Agreement: (i) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in the Project, is granted, devised, or conveyed, whether or not set forth or referred to in such deed or other instrument; (ii) shall be deemed a real covenant by the Grantee for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to the Project, as a real covenant and servitude for the benefit of the Project; (iii) shall, by virtue of acceptance of any right, title or interest in the Project by a successor in interest to the Grantee, be deemed accepted, ratified, adopted and declared as a personal covenant of such successor in interest to the Grantee, and, as a personal covenant, shall be binding on such successor in interest and such successor in interest's heirs, personal representatives, successors and assigns, and shall be deemed a personal covenant to, with and for the benefit of the Division and the Tenants (whether prospective, present or former occupants); and (iv) shall be deemed a covenant, obligation and restriction in favor of the Division and any Tenant (whether prospective, present or former occupant), burdening and encumbering the title to the Project in favor of the Division and each Tenant (whether prospective, present or former occupant) for the Period of Affordability.

B. Personal Covenants. Each covenant, representation, agreement, promise and warranty contained in this Agreement and any undertaking to comply with such provisions shall be deemed a personal covenant by the Grantee and shall be binding on the Grantee's heirs, personal

representatives, successors and assigns and shall be deemed a personal covenant to, with, and for the benefit of the Division.

**ARTICLE VII
ENFORCEMENT AND REMEDIES**

In addition to any other remedies provided by law, each provision of this Agreement with respect to the Grantee or successor in interest to the Grantee shall be enforceable by the Division and/or the Tenants (whether prospective, present or former occupants), as the case may be, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages, legal fees and/or costs in a court of the State of Nevada.

**ARTICLE VIII
RECORDING AND FILING**

A. Recordation of Agreement and Amendments. Upon execution of this Agreement by the Division and the Grantee, the Grantee shall cause this Agreement, and all amendments hereto, to be recorded and filed in the official records of the office of the County Recorder in the county in which the Project is located, and shall pay all fees and charges incurred in connection therewith. Upon recordation of this Agreement, and all amendments hereto, the Grantee shall immediately furnish the Division an executed original of the recorded Agreement showing the date, book and page numbers of record.

B. Recordation of Instrument Terminating Agreement. Upon the termination of this Agreement, the Division and the Grantee shall execute and thereafter record in the official records of the County Recorder in which the Project is located, an instrument or such other documents necessary to notify third parties of the effective date of the termination of this Agreement and that the Project and the Grantee are no longer bound by the terms and provisions of this Agreement. The Grantee shall be responsible for paying all fees, costs, or charges, including attorneys' fees, incurred in connection with the preparation and recordation of such instrument.

**ARTICLE IX
AMENDMENTS**

This Agreement may not be amended, changed, modified, altered or terminated unless a written instrument is executed and acknowledged by each of the parties hereto or their successors and is duly recorded in the official records of the County Recorder in the county in which the Project is located.

**ARTICLE X
MISCELLANEOUS**

A. Attorneys' Fees. If any Party brings an action or proceeding to enforce, protect, or establish any right or remedy under the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

B. Severability. In the event that any one or more of the foregoing covenants,

conditions, or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, all of the remaining covenants, conditions and restrictions not so expressed or declared to be invalid shall continue in full force and effect.

C. Violation of Law. Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation, or use of any portion of the Project is hereby declared to be a violation of this Agreement and subject to any and all of the enforcement procedures herein set forth.

D. No Waiver. The failure to enforce any provisions of this Agreement shall not operate as a waiver of any such provision or of any other provision of this Agreement, nor shall such failure constitute a waiver of the right to enforce the same or any other provision of this Agreement for any subsequent violation.

E. Notices. All notices required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be considered given (a) upon personal delivery of a copy to the party to be served or by standard overnight mail delivery; or (b) forty-eight (48) hours after mailing such notice by certified or registered mail, postage pre-paid, properly addressed and deposited in the United States mail. The addresses for notices shall be as follows:

To Division: Nevada Housing Division
1830 E. College Parkway, Suite 200
Carson City, Nevada 89706

To Grantee: Housing Authority of the City of Reno
1525 E. 9th Street
Reno, Nevada 89512
Attn: Executive Director

Any change in the address of either Division or Grantee shall be made by giving to the other party written notice of such change in the manner provided for above. Therefore, all such notices shall be given in accordance with the Notice of Change. Notices given before the actual receipt of the Notice of Change shall not be affected by the change.

F. Interpretation of Agreement. In interpreting and applying provisions of this Agreement, it is not the intent of this Agreement to interfere with the provision of any law or ordinance or any rules, regulations, or permits previously adopted or issued or which may be adopted or issued pursuant to a law relating to the use of the Project; nor is it the intention of this Agreement to interfere with or abrogate covenants or other agreements between parties; provided, however, that where this Agreement imposes a greater restriction upon the use or occupancy of the Project, or upon the construction or rehabilitation of the Project, or in connection with matters other than are imposed or required by such provisions of law or ordinances, by such rules, regulations or permits or by such covenants and agreements, then, in that case, the provisions of this Agreement shall control.

G. Limited Liability. The Division and any member, officer, agent, or employee of the Division, shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

H. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Division, the Tenants, the Grantee, and their respective heirs, personal representatives, successors and assigns.

I. Captions. The captions and headings in this Agreement are for convenience only and should not be considered in construing any provision of this Agreement.

J. Gender and Number. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter as the context requires.

K. Supervening Law. The Parties recognize that this Agreement is at all times to be subject to the applicable local, state and federal laws. The Parties further recognize that this Agreement may be subject to amendments to such laws and regulations under new legislation that may require amendments or alterations of this Agreement in order to comply with any such amendments or new legislation. Any provisions of law that invalidate or are otherwise inconsistent with the terms of this Agreement, or that would cause one or both of the Parties to be in violation of the law shall be deemed to have superseded the terms of this Agreement, provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible and consistent with the requirements of the law.

L. Governing Law. This Agreement shall be governed by the laws of the State of Nevada and, where applicable, the laws of the United States of America.

M. Effect on Existing Mortgages. Any provision of this Agreement which is deemed to impair, reduce, or otherwise effect any right, title or interest of a mortgagee or beneficiary of a deed of trust under a mortgage or deed of trust recorded prior to the date of this Agreement shall not be effective or enforceable against such mortgagee or beneficiary unless the mortgagee or beneficiary shall have consented thereto in writing.

N. Mortgage Protection. Upon foreclosure of any mortgage, deed of trust or other lien affecting the Project, where such holder thereby assumes title to the Project or any portion thereof, such holder shall not be required to correct past violations hereof with respect to the Project so long as the Project is neither occupied nor used for any purpose by such holder, but is merely held for prompt resale. Any purchaser on foreclosure shall, however, take subject to this Agreement except that violations or breaches of, or failures to comply with, any provisions of this Agreement by prior legal owners shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, or his heirs, personal representative, successors or assigns.

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS239B.030)

The remainder of this page intentionally left blank.

Dated this ____ day of _____ 2023

NEVADA HOUSING DIVISION

By: _____

Name: Steve Aichroth

Title: Administrator

STATE OF NEVADA)
 :SS.
CITY OF CARSON CITY)

On _____, 2023, Steve Aichroth personally appeared before me, a notary public, _____, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the instrument in his capacity as Administrator for the Nevada Housing Division.

Notary Public

EXHIBIT A
Legal Description

Commencing at the Southeast corner of Section 29, Township 21 North, Range 19 East, M.D.B.&M., Washoe County; thence North $43^{\circ}45'02''$ West, 1494.12 feet to a point on the Easterly line of Mt. Cimbo (formerly First Street), said point being further described as being the intersection of said line and the centerline of Echo Avenue (formerly "E" Ave.); thence along said centerline North $83^{\circ}14'47''$ West, 1378.65 feet to the centerline intersection of Echo Ave. and Mt. Vida (formerly Third St.); then along the centerline of Mt. Vida North $6^{\circ}43'30''$ East, 949.06 feet to the centerline intersection of Mt. Vida and Cocoa Ave. (formerly "C" Ave.); thence along the centerline of Cocoa Ave. North $83^{\circ}15'37''$ West, 55.00 feet; thence North $6^{\circ}42'21''$ East, 30.00 feet to the point of beginning said point being further described as being on the Northerly line of Cocoa Ave. and the beginning of a 25.00 foot radius curve to the left; thence along said curve from a tangent bearing South $83^{\circ}15'37''$ East through a central angle of $90^{\circ}00'58''$ (Rec. $90^{\circ}00'53''$) and an arc length of 39.28 feet to a point on the Westerly line of Mt. Vida; thence along said line North $6^{\circ}43'25''$ East (Rec. North $6^{\circ}43'30''$ East) 299.31 feet (Rec. 299.33 feet) to the beginning of a 25.00 foot radius curve to the left; thence along said curve through a central angle of $89^{\circ}57'30''$ (Rec. $89^{\circ}58'07''$) and an arc length of 39.25 (Rec. 39.26 feet) to a point on the Southerly line of Bravo Ave. (formerly "B" Ave.); thence along said line North $83^{\circ}14'05''$ West, 399.22 feet (Rec. North $83^{\circ}14'37''$ West, 399.13 feet) to the beginning of a 25.00 foot radius curve to the left, thence along said curve through a central angle of $89^{\circ}54'24''$ (Rec. $89^{\circ}53'43''$) and an arc length of 39.23 feet (Rec. 39.22 feet) to a point on the Easterly line of Mt. Charleston (formerly Fourth St.); thence along said line South $6^{\circ}51'31''$ West, 299.49 feet (Rec. South $6^{\circ}51'40''$ West, 299.45 feet) to the beginning of a 25.00 foot radius curve to the left, thence along said curve through a central angle of $90^{\circ}07'08''$ (Rec. $90^{\circ}07'17''$) and an arc length of 39.32 feet to a point on the Northerly line of Cocoa Ave.; thence along said line South $83^{\circ}15'37''$ East, 399.93 feet (Rec. 399.84 feet) to the point of beginning.

Said parcel contains 3.593 acres, more or less.

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 10****June 27, 2023**

SUBJECT: Discussion and possible action to approve potential use of CMAR project delivery for Stead Manor and McGraw Court rehabilitation. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

Per previous discussion regarding the potential use of the Construction Manager at Risk Method (CMAR) for some of RHA's upcoming development projects, staff is requesting the Board of Commissioners consider the use of CMAR for the Stead Manor and McGraw Court/Silver Sage Court rehabilitation projects.

These projects will include tight timelines, temporary relocation, significant renovation, and potential phased construction. For these reasons, staff believes these projects would significantly benefit from the use of the CMAR method. This delivery system would allow RHA to use the expertise of a Construction Manager (CM) to resolve complex problems that might arise either during design or construction phase. Early involvement from the CM in these projects could help remove barriers typically associated with the Design Bid Build method for renovation projects. The CM would provide constructability reviews and scheduling support throughout the relocation process, which could lead to more accurate budgets and schedules as well as increased knowledge of the project before construction begins. When managed effectively, this approach ensures a smoother process characterized by fewer requests for information (RFIs) and change orders as well as strengthened coordination throughout the relocation process. Ultimately, the RHA would be positioned to deliver the projects on schedule and on budget while best supporting the residents that will be temporarily relocated during the process.

Recommendation: Staff recommends that the Board authorize the potential use of the CMAR delivery method for the Stead Manor and McGraw Court/Silver Sage rehabilitation projects.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 11

June 27, 2023

SUBJECT: Discussion and possible action to approve the Purchase and Sale Agreement with Paradise Retail I, LLC, for "Parcel 4-B" on the Paradise Plaza shopping center site plan for a total fiscal impact of \$1.00 for initial purchase of the site. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 12****June 27, 2023**

SUBJECT: Closed Session: Collective Bargaining Agreement (CBA). Discussion of the upcoming expiration of the current CBA expiring June 30, 2024, potential items for negotiation in a new CBA and associated fiscal impacts. The Board may give direction to staff in closed session regarding the position or positions to be taken or the strategy to be employed leading to the execution of a new CBA. There will be no approval of the collective bargaining agreement during the course of the closed session. (For discussion only)

FROM: Executive Director

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 13****June 27, 2023**

SUBJECT: Additional items:

- i) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- ii) Reports on conferences and trainings. (Discussion)
- iii) Old and New Business. (Discussion)
- iv) Request for Future Agenda Topics
- v) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, July 25, 2023; Tuesday, August 22, 2023; and Tuesday, September 26, 2023. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

The next Board meeting will be held Tuesday, July 25, 2023.