

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

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

MEETING DATE: Tuesday, July 23, 2024
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, July 19, 2024, 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.

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.
- Approval of agenda. (For Possible Action)
 1. Approval of the minutes of the Regular Board Meeting held June 25, 2024. (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) Consider adoption of Resolution 24-07-01 RH authorizing the write-off of tenant accounts receivable for the Section 8 Rental Assistance Programs.
 - b) Consider adoption of Resolution 24-07-02 RH authorizing the write-off of landlord accounts receivable for the Section 8 Rental Assistance Programs.

- c) Consider adoption of Resolution 24-07-03 RH authorizing the write-off of vacated tenant account receivables for the Low-Rent Public Housing Program.
 - d) Consider adoption of Resolution 24-07-04 RH authorizing the write-off of vacated tenant account receivables for the unaided properties.
(For Possible Action)
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. Update on Legal Inquiries
 - I. Financials
 5. Discussion and possible approval of Resolution 24-07-05 RH approving the closing of financing on approximately \$70 million in federal, state, and private sources for the rehabilitation of Silverada Manor. (For Possible Action)
 6. Discussion and possible approval of a \$1,000,000.00 predevelopment loan from Hudson HT LP to Hawk View, LLC, for the Hawk View Apartments rehabilitation project. (For Possible Action)
 7. Discussion and possible action to approve Plenium Builders' Guaranteed Maximum Price Proposal for the John McGraw Court Rehabilitation Project in the amount of \$3,879,457. (For Possible Action)
 8. Discussion and possible action to approve Plenium Builders' Guaranteed Maximum Price Proposal for the Silver Sage Apartments Rehabilitation Project in the amount of \$2,105,848. (For Possible Action)
 9. Discussion and possible approval of changes to the rent and starting date for the previously approved new lease terms between UNR Early Head Start and RHA for the Sage Street facility. (For Possible Action)
 10. Discussion and possible appointment of a new Director for RHA's non-profit affiliate Pathways to Prosperity's Board of Directors from the pool of applicants. (For Possible Action)
 11. Discussion and possible appointment of a new Director to RHA's non-profit affiliate Truckee Meadows Affordable Housing's Board of Directors from the pool of applicants. (For Possible Action)
 12. Discussion and possible approval of \$150,000 grant of Emergency Housing Voucher (EHV) Service Fee to Washoe County for Tenancy Support Services to

assist EHV holders transition from homelessness to stable housing. (For Possible Action)

13. Discussion of the proposed performance evaluation tool for Board use in evaluating the Executive Director. (Discussion Only)
 14. Overview and presentation on the Reno Housing Authority's Admissions Department by Gabrielle Hover, Administrator. (Discussion Only)
 15. Additional Items:
 - a) Possible change in day/time of Board meetings (Discussion)
 - b) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
 - c) Reports on conferences and trainings. (Discussion)
 - d) Old and New Business. (Discussion)
 - e) Request for Future Agenda Topics (Discussion)
 - f) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, August 27, 2024; and Tuesday, September 24, 2024. (For Possible Action)
 16. 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.
 17. 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 JD Klippenstein, 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: Hilary Lopez, Ph.D., Executive Director, 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 July 18, 2024

Colleen Montgomery-Beltran

*By: Colleen Montgomery-Beltran
Interim Executive Administrative Assistant*

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 1

July 23, 2024

SUBJECT: Approval of the minutes of the regular Board Meeting held on June 25, 2024.
(For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

The minutes of the regular Board Meeting held on June 25, 2024, are attached.

**MINUTES OF THE REGULAR MEETING
HOUSING AUTHORITY OF THE CITY OF RENO
BOARD OF COMMISSIONERS
June 25, 2024**

The meeting of the Board of Commissioners of the Housing Authority of the City of Reno (Agency) was called to order by Chairman Aiazzi at 12:04pm on Tuesday, June 25, 2024, in the Agency's Boardroom.

Commissioners Present

Dave Aiazzi, Chairman
Kathleen Taylor, Commissioner
Mark Sullivan, Vice Chairman
Dejanae Solley, Commissioner (excused herself at approx. 12:30pm)
Mayor Hillary Schieve (called in at approx.12:30pm)

Staff Present

Dr. Hilary Lopez, Ph.D., Executive Director
Heidi McKendree, Deputy Executive Director
Darren Squillante, Director of HR
JD Klippenstein, Director of Development
Kristin Scott, Director of Asset Management
Jamie Newfelt, Director of Rental Assistance
Jeremy Stocking, Director of Resident Services

Commissioners Absent

None

Staff Present (continued)

Jeff Tenenbaum, Director of Finance
Josh Stice, Director of IT
Brenda Freestone, WAHC
Colleen Montgomery-Beltran, Executive Administrative Assistant
Ryan Russell, Legal Counsel
Joel Locke, Legal Counsel

Others Present

Katie Provencher and Willow Dion, Housing To Home

David Brint, Peter Levavi, and Michael McGovern, Brinshore Development, LLC (called in on Teams)

Farrah Downey and Ryan Downey, JF Downey Realty Consulting & Advisory Services

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

- **Call to order and roll call.**

- **Introduction of guests.**

None

- **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 were no public comments.

- **Approval of agenda. (For Possible Action)**

Chairman Aiazzi recommended removing item 7 from the agenda until the July Board meeting as that item was not ready for discussion, and hearing item 11 immediately after the Consent Agenda, followed by item 6 as the public may be interested.

Vice Chairman Sullivan motioned to approve the agenda as amended.

Commissioner Taylor seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was 4 ayes, no nays. Chairman Aiazzi declared the motion carried and the agenda approved.

- 1. Approval of the minutes of the regular Board Meeting held May 28, 2024. (For Possible Action)**

Commissioner Sullivan motioned to approve the meeting minutes. Commissioner Taylor seconded the motion. Chairman Aiazzi called for the question. All were in favor with 4 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 approval of the below listed donations from Board of Commissioner contingency funds.**

- Commissioner Aiazzi: \$4,000 to RHA Resident Services Department to support resident services programming, with a priority for ensuring full funding for the Spring Bike Camp.
- Commissioner Sullivan: \$5,000 to The First Tee Golf Program; \$2,400 to the Food Bank of Northern Nevada; \$2,600 to RHA for the following youth and senior programs:
 - Youth:
 - \$1,000 for Spring Bike Camp
 - \$400 for pop-up canopies
 - \$500 for school incentive program
 - \$500 for Jr. Ski Program

- Seniors:
 - \$200 to purchase personal shopping carts for the Golden Grocery food pantry.
- b) Discussion and possible approval of a two-month extension, through August 31, 2024, of the month-to-month contract with JF Downey Realty Consulting & Advisory Services, LLC, for a total amount not to exceed \$17,520.00.
- c) Discussion and possible approval of Resolution 24-06-01 RH authorizing the Executive Director to open and administer bank accounts including the construction account, operating account, security deposit account, replacement reserves account, and/or other accounts as required by Silverada, LLC to support the Silverada Manor rehabilitation project.

Vice Chairman Sullivan motioned to approve the consent agenda. Commissioner Taylor seconded the motion. Chairman Aiazzi called for the question. 4 in favor, no nays. The motion carried unanimously.

3. Commissioner Reports. (Discussion)

None

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

RHA Executive Director, Dr. Hilary Lopez, referencing the full report in the packet, highlighted a few items:

- RHA is continuing to recruit one Board of Directors member for each of the two new non-profit affiliates, Pathways to Prosperity and Truckee Meadows Affordable Housing. Applications and information regarding those positions are available on the RHA website.
- Start Smart Scholars Night will be on June 26, where RHA will be honoring five program graduates and awarding the three \$10,000 scholarships to RHA youth.
- The Dick Scott Manor Ribbon-Cutting event has been scheduled for August 9th at 10am. The RHA offices will be closed that day from 9:30am to 11:30am to allow for staff to attend.
- KOLO Channel 8 is hosting the donation drive for the future residents of Dick Scott Manor through June 28, 2024. In addition, two other local foundations, the Katie Grace Foundation and the I Got You Reno Foundation are donating furniture and other new items to RHA so that all 12 units at Dick Scott Manor can be furnished.
- RHA's leadership team is working with Washoe County, exploring doing a joint application for AD310 Supportive Service Funds through Nevada Housing Division.
- RHA's IT director, Mr. Josh Stice, will be meeting with the representative of the Downtown Library about placing one of the new kiosks that RHA purchased at that location. These kiosks will allow for members of the community to access

housing applications and services with no need to come into the RHA offices. The other kiosk will be installed in the RHA office lobby. If successful, other kiosks could potentially be installed in other library locations in the future, allowing RHA to be more accessible to the community.

- RHA is working with the City of Reno and Volunteers of America on a tri-party agreement for a new Rapid Rehousing Demonstration project, which will allow RHA to work with The City and VOA to rehouse individuals who are currently unhoused but are not in need of full permanent supportive housing services.
- **Rental Assistance:** Lease-ups are holding at 89% for Housing Choice Vouchers, Tenant-based VASH is at about 76% leased, and RHA has fully expended the City of Sparks Eviction Prevention Program funds.
- **Asset Management:** The team continues to work on setting up Rent Café with hopes of going live in June or early July with the scattered site properties, which will allow residents to pay their rent online.
- **Resident Services:** RHA's 43 selected youth are attending summer camp at Sierra Nevada Journey's. Partnering with the City of Reno, RHA participated in Fraud Awareness session for seniors in the community, which was well-attended and provided valuable information to our seniors so they can protect themselves from fraud and scams.
- **MTW:** RHA staff have been participating with HUD's Direct Rental Assistance group meetings. HUD has clarified that MTW agencies do have the ability to provide direct rental assistance programs. HUD will be putting together guidance and parameters for those agencies. As RHA participates in the meetings, staff may propose a direct rental assistance program to the Board.
- **Finance:** On the housing choice voucher program, it looks like there was a large increase in actual expenditures. This is because MTW reserves were drawn down to the Railyard Flats project and it was booked there as an expenditure and filtered through the budget, in business activities, into actual revenue. State HMNI funds are starting to be received for various projects.

5. Discussion and possible approval of Resolution 24-06-02 RH for the revised Administrative Plan for the Homeless Prevention Program to broaden the scope of activities and refine the assistance provided by RHA to eligible households. (For Possible Action)

Revisions to the Administrative Plan for the Homeless Prevention Program, as proposed by RHA's Director of Rental Assistance, Jamie Newfelt, would better align HPP with community needs and help maximize resources throughout Washoe County by minimizing duplication of services.

After careful consideration, Commissioner Taylor motioned to approve Resolution 24-06-02 with the understanding that RHA will speak with Eddy House and present a

revision to the board. Commissioner Sullivan seconded the motion. Chairman Aiazzi called for the vote. All ayes, no nays. Chairman Aiazzi declared the motion carried unanimously.

6. Discussion and possible approval of a \$1,000,000.00 predevelopment loan from Hudson HT LP to Brinshore Development, LLC, for the Silverada Manor rehabilitation project. (For Possible Action)

Representatives from Brinshore joined the meeting remotely to answer any questions. RHA's legal counsel, Ryan Russell, and RHA's transaction attorney at Reno & Cavanaugh have reviewed the pre-development loan documents and their comments have been accepted and incorporated into the documents.

The Board of Commissioners' approval would allow for Brinshore Development to receive up to a million dollars in a pre-development loan from Hudson HT LP that would be used to cover pre-development expenses associated with the Silverada Manor rehab project.

After careful consideration, Vice Chairman Sullivan motioned to approve the pre-development loan from Hudson HT LP to Brinshore Development, LLC, for the Silverada Manor rehabilitation project. Commissioner Taylor seconded the motion. The motion passed unanimously with 4 ayes and no nays.

7. Discussion and possible approval of the Option to Ground Lease and Acquire Improvements by Silverada LLC for Silverada Manor. (For Possible Action)

This item was removed from the agenda, as the topic will be discussed at the next Board meeting.

Closed Session:

**8. The Board may give direction to staff in closed session regarding the position or positions to be taken or the strategy to be employed, and staff may provide the Board with an update, regarding:
(For Possible Action)**

- Per NRS 288.220(4), to discuss labor relations with RHA's management representatives, including without limitation, the position or positions to be taken or the strategy to be employed leading to the execution of a new Collective Bargaining Agreement (CBA), the upcoming expiration of the current CBA expiring June 30, 2024, potential items for negotiation in a new CBA and associated fiscal impacts. There will be no approval of the collective bargaining agreement during the course of the closed session.

Reconvene Open Session:

9. Discussion and possible approval of the Collective Bargaining Agreement covering the period starting July 1, 2024, through June 30, 2026, and including an annual Cost of Living Adjustment (COLA) tied to the CPI-U Western Region and various other changes. (For Possible Action)

Hearing no comments from the public, Chairman Aiazzi called for a motion. Commissioner Taylor motioned to approve the agreement as presented. Commissioner Sullivan seconded the motion. Chairman Aiazzi called for the vote. 4 ayes, no nays. Chairman Aiazzi declared the motion carried.

10. Discussion and possible action to approve both the April 2024 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 24-06-03 RH approving a net 3.7% COLA increase, with a total fiscal impact of approximately \$115,000 for FY2025, for all staff positions at RHA and Washoe Affordable Housing Corporation (WAHC) not covered under the Collective Bargaining Agreement. (For Possible Action)

As the collective bargaining agreement was approved in the previous agenda item, it provides for a salary increase for fiscal year 2025 based on April 2024, CPI Western Information Office West region and affective the first full pay period of July '24 for staff positions that are covered under that agreement. For RHA staff that are not covered under that agreement they do not receive this automatic increase and any equivalent increase for those staff members would have to be approved by the Board of Commissioners. Sufficient funding is available in the approved FY2025 budget to cover the cost of a COLA adjustment and Resolution 24-06-03 would provide that adjustment for non-covered staff at RHA and Washoe Affordable Housing Corporation.

After careful consideration, Commissioner Taylor motioned to approve Resolution 24-06-03 as presented. Commissioner Sullivan seconded the motion. The motion passed unanimously with 4 ayes and no nays.

11. Discussion and update on the relocation of residents at Hawk View Apartments and Silverada Manor. (Discussion Only)

JD Klippenstein, RHA's Director of Development provided a staff report with additional background information. Katie Provencher, Founder and Principal at Housing to Home, and Willow Dion from Housing to Home were introduced as they may respond to questions that arise regarding the services they provide with

relocation assistance and counseling that is required per HUD guidelines for these projects.

Particular concerns have been brought to RHA's attention, which have prompted some process improvements that RHA and Housing to Home are committed to, including better communication with residents and better communication between RHA and Housing to Home to resolve issues quickly.

Despite the challenges to relocation, everything within RHA's and Housing to Home's power is being done to ensure residents are relocated to a place that maintains their affordability and each household's needs are considered. Housing to Home is managing the day-to-day relocation logistics, but RHA is managing both the voucher move-out and the transfer process for those residents as well.

Potential and actual issues were discussed. Commissioner Solly expressed her feelings on the matter given her personal experience with the move-out.

12. Discussion and quarterly update on the RHA development projects including, but not limited to:

- a. Dick Scott Manor**
 - b. Railyard Flats**
 - c. Silverada Manor**
 - d. Hawk View Apartments**
 - e. John McGraw and Silver Sage Apartments**
 - f. Stead Manor**
 - g. Carville Court**
 - h. Paradise Plaza**
 - i. Reno Avenue.**
- (Discussion Only)**

RHA's Director of Development, JD Klippenstein, prepared a quarterly update for all of RHA's active development projects and a development pipeline for the Board.

A comprehensive resolution will be presented to the Board at the next meeting that will lay out to the Board the details of the Silverada project and the major decisions made.

A Silverada Manor resident meeting was held the morning of June 25, 2024, at 10am and another one at 6pm. This is the final resident meeting that is required per HUD guidelines, since RHA received approval from HUD for this project. Residents are being updated on the project progress and meeting with Housing to Home.

13. Update on implementation of previously approved rental increases across RHA's expanded housing portfolio. (Discussion)

In February 2023, the board adopted a rent policy for units owned by RHA that do not have rent restrictions. Per that policy rents would be set going forward at 80% of market rent, with an implement implementation period for those current in-place tenants where the rent increase would be over \$100. Market Rents are determined by RHA staff in March for each year for use in the upcoming fiscal year. After adopting the RHA rent policy, rent increases were implemented for all tenants in late fiscal year (FY) 2023 through the beginning of FY2024.

The anticipated ongoing rent increases, once RHA has 100% of all units at 80% of market rent, will likely be very small incremental increases after that point.

14. Discussion and update on Board goals and year one progress. (Discussion)

At RHA's annual retreat in December, the Executive Director, Dr. Hilary Lopez, and the commissioners adopted overarching goals for the agency. These are high level goals that provide overall direction for RHA and help guide programming and projects. Since that meeting, as discussed at the retreat, Executive Director Lopez met with the leadership teams to determine interim goals that work to advance the overarching goals. The interim goals were subdivided into one-year goals, short-term goals, that aim to be achieved within 24 months and mid-term goals pursued over the next three to five years. The interim goals also incorporated some carryover goals from calendar year 2023 as directed by the Board at the retreat. Adopted goals were to increase the amount of affordable housing RHA provides, increase opportunities for clients to break the cycle of poverty, promote health and wellness for our residents, be an integral part of their community, and make data driven decisions. Executive Director Lopez identified the interim goals that are associated with each overarching goal.

Executive Director Lopez informed the Board members that RHA is on track for all of the one-year goals and continues to move forward. At this time, the Board has completed or supported the items RHA needed.

15. Additional Items:

- a) Possible change in day/time of Board meetings (Discussion)
- b) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- c) Reports on conferences and trainings. (Discussion)
- d) Old and New Business. (Discussion)

- e) Request for Future Agenda Topics (Discussion)
- f) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time:
Tuesday, July 23, 2024, and Tuesday, August 27, 2024.
(For Possible Action)

16. 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.

None

17. Adjournment.

Chairman Aiazzi declared the meeting adjourned at 2:28pm.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 2

July 23, 2024

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) Consider adoption of Resolution 24-07-01 RH authorizing the write-off of tenant accounts receivable for the Section 8 Rental Assistance Programs. (For Possible Action)
- b) Consider adoption of Resolution 24-07-02 RH authorizing the write-off of landlord accounts receivable for the Section 8 Rental Assistance Programs. (For Possible Action)
- c) Consider adoption of Resolution 24-07-03 RH authorizing the write-off of vacated tenant account receivables for the Low-Rent Public Housing Program. (For Possible Action)
- d) Consider adoption of Resolution 24-07-04 RH authorizing the write-off of vacated tenant account receivables for the unaided properties. (For Possible Action)

a) Consider adoption of Resolution 24-07-01 RH authorizing the write-off of tenant accounts receivable for the Section 8 Rental Assistance Programs.

Background:

The write-off of inactive client account receivables is an accounting procedure that is beneficial to the Authority. Continuing to carry uncollectible accounts presents a negative image for the Authority, and failure to write off such accounts is interpreted by HUD as poor management practice.

Most of these amounts are for overpaid HAP owed to the Authority because of income not reported by clients at the time of the increase. The last Rental Assistance client write-offs were done in January 2024, and at that time \$42,246.00 was written off.

All accounts listed below have been turned over to collections as appropriate. Please note that if these former clients want to participate in RHA programs within 10 years from the date they left the program, they must repay these amounts before they may become eligible. However, HUD no longer provides for the tracking or enforcement of client debts beyond 10 years from when the client left the program.

<u>Client Number</u>	<u>Amount</u>
88566	\$31.00
111688	\$1,390.00
76135	\$580.00
26591	\$1,254.00
83382	\$2,026.00
TOTAL	\$5,281.00

Staff Recommendation and Motion:

Staff recommends the Board motion to approve writing off the above balances in accordance with accounting best practices.

HOUSING AUTHORITY OF THE CITY OF RENO
RESOLUTION **24-07-01 RH**

A RESOLUTION AUTHORIZING THE WRITE-OFF OF VACATED TENANT ACCOUNT
RECEIVABLES FOR THE SECTION 8 RENTAL ASSISTANCE PROGRAMS

WHEREAS, there are certain past due accounts of former tenants for the Section 8 Rental Assistance Programs of the Housing Authority of the City of Reno, and

WHEREAS, these accounts may be written off as bad debts in the discretion of the Executive Director, and

WHEREAS, there is sufficient funding in the operating budget to write these accounts off;

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, in her discretion to remove from the Authority's account receivables, the past due accounts of former tenants as detailed in the Board packet for the Section 8 Rental Assistance Programs.
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 23rd DAY OF July, 2024.

ATTEST:

CHAIRMAN

SECRETARY

b) Consider adoption of Resolution 24-07-02 RH authorizing the write-off of landlord accounts receivable for the Section 8 Rental Assistance Programs. (For Possible Action)

Background:

The write-off of inactive landlord account receivables is an accounting procedure that is beneficial to the Authority. Continuing to carry uncollectible accounts presents a negative image for the Authority, and failure to write off such accounts is interpreted by HUD as poor management practice.

Most of these amounts are for landlords who failed to notify the RHA of a tenant move-out prior to payment being issued. The last Rental Assistance landlord write-offs were done in January 2024, and at that time \$12,184.94 was written off.

Please note that if these former landlords attempt to participate in the program in the future, these amounts can be taken from future HAP payments due.

<u>Vendor Number</u>	<u>Amount</u>
v0000099	\$61.00
v0000112	\$845.00
v0000133	\$833.00
v0000153	\$2,206.00
v0000170	\$922.00
v0000176	\$849.00
v0000192	\$130.00
v0000214	\$959.00
v0000221	\$23.00
v0000257	\$654.00
v0000271	\$1,411.00
v0000275	\$465.00
v0000296	\$936.00
v0000325	\$1,268.00
v0000360	\$2,499.00
v0000366	\$1,866.00
v0000401	\$1,726.00
v0000406	\$4,251.00
v0000419	\$829.00
v0000667	\$1,703.00
TOTAL	\$24,436.00

Staff Recommendation and Motion:

Staff recommends the Board motion to approve writing off the above balances in accordance with accounting best practices.

HOUSING AUTHORITY OF THE CITY OF RENO

RESOLUTION **24-07-02 RH**

A RESOLUTION AUTHORIZING THE WRITE-OFF OF LANDLORD ACCOUNTS RECEIVABLES
FOR THE SECTION 8 RENTAL ASSISTANCE PROGRAMS

WHEREAS, there are certain past due accounts of former landlords for the Section 8 Rental Assistance Programs of the Housing Authority of the City of Reno, and

WHEREAS, these accounts may be written off as bad debts in the discretion of the Executive Director, and

WHEREAS, there is sufficient funding in the operating budget to write these accounts off;

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, in her discretion to remove from the Authority's accounts receivables, the past due accounts of former landlords as detailed in the Board Packet for the Section 8 Rental Assistance Programs.
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 23rd DAY OF July, 2024.

ATTEST:

CHAIRMAN

SECRETARY

c) Consider adoption of Resolution 24-07-03 RH authorizing the write-off of vacated tenant account receivables for the Low-Rent Public Housing Program. (For Possible Action)

Background:

The write-off of inactive client account receivables is an accounting procedure that is beneficial to the Authority. Continuing to carry uncollectible accounts presents a negative image for the Authority, and failure to write off such accounts is interpreted by HUD as poor management practice.

Please note that if these former clients want to participate in RHA programs in the future, they must repay these amounts before they may become eligible. Most of these amounts are for unpaid rent and maintenance charges owed to the Authority. All accounts have been turned over to collections.

Asset Management – PH Clients

<u>Unit / Client Number</u>	<u>Amount</u>
101018/59624	\$165.12
101078/91130	\$1,048.27
101103/47657	\$149.90
103327/85099	\$598.22
103378/53462	\$100.50
103397/85051	\$240.97
106461/57350	\$2,184.23
106507/57701	\$411.99
109527/45087	\$1,077.27
109567/70937	\$1,698.17
109548/35426	\$16,990.52
110415/51769	\$894.26
110421/25768	\$489.09
<u>118742/51783</u>	<u>\$288.75</u>
Total	\$26,337.26

Staff Recommendation and Motion:

The Board motion to approve staff writing off the above referenced accounts incurred during the period of January 01, 2024, through June 30, 2024.

HOUSING AUTHORITY OF THE CITY OF RENO

RESOLUTION **24-07-03 RH**

A RESOLUTION AUTHORIZING THE WRITE-OFF OF VACATED TENANT ACCOUNT RECEIVABLES FOR THE LOW-RENT PUBLIC HOUSING PROGRAM

WHEREAS, there are certain past due accounts of former tenants of the Low-Rent Public Housing Program of the Housing Authority of the City of Reno, and

WHEREAS, these accounts may be written off as bad debts in the discretion of the Executive Director, and

WHEREAS, there is sufficient funding in the operating budget to write these accounts off;

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, in her discretion to remove from the Authority's account receivables, the past due accounts of former tenants as detailed in the Board Packet for the Low-Rent Public Housing Program.
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 23rd DAY OF July, 2024.

ATTEST:

CHAIRMAN

SECRETARY

Low Income Public Housing

Exhibit

	Unit / Client Number	Amount	Composition of Charges
Mineral Manor			
	101018/59624	\$165.12	Rent, Legal, Maint and Late
	101078/91130	\$1,048.27	Rent, Legal, Maint, and Utilities
	101103/47657	\$149.90	Rent, Legal, Maint and Late
Total:		<u>\$1,363.29</u>	
Tom Sawyer Village			
Total:		<u>\$0.00</u>	
Silverada Manor			
	103327/85099	\$598.22	Rent, Legal, Maint and Utilities
	103378/53462	\$100.50	Rent, Legal, Maint and Utilities
	103397/85051	\$240.97	Maint, Legal and Utilities
Total:		<u>\$939.69</u>	
Stead Manor			
	106461/57350	\$2,184.23	Maint and Utilities
	106507/57701	\$411.99	Rent, Maint and Utilities
Total:		<u>\$2,596.22</u>	
Hawkview			
Total:		<u>\$0.00</u>	
Essex Manor			
	109527/45087	\$1,077.27	Rent, Legal and Late
	109567/70937	\$1,698.17	Rent, Legal, Maint and late
	109548/35426	\$16,990.52	
Total:		<u>\$19,765.96</u>	
McGraw			
Total:	118742/51783	<u>\$288.75</u>	Rent, Late, Legal and Maint
		<u>\$288.75</u>	
Myra Birch Manor			
	110415/51769	\$894.26	Rent, Legal, Maint, and Utilities
	110421/25768	\$489.09	Rent, Legal, Late and Maint
Total:		<u>\$1,383.35</u>	
Grand Total Public Housing			<u>\$26,337.26</u>

January 01, 2024 through June 30, 2024

- d) **Consider adoption of Resolution 24-07-04 RH authorizing the write-off of vacated tenant account receivables for the unaided properties. (For Possible Action)**

Background:

Asset Management: Unaided, Tax Credit and Scattered Sites Write-Offs

The write-off of inactive client account receivables is an accounting procedure that is beneficial to the Authority. Continuing to carry uncollectible accounts presents a negative image for the Authority, and failure to write off such accounts is interpreted by HUD as poor management practice.

Please note that if these former clients want to participate in RHA programs in the future, they must repay these amounts before they may become eligible. Most of these amounts are for unpaid rent and maintenance charges owed to the Authority. All accounts have been turned over to collections.

Asset Management – Unaided Clients

<u>Unit/Client Number</u>	<u>Amount</u>
350007/96047	\$417.00
430003/960400	\$2,639.77
514404/60	\$321.11
515001/61	\$1,600.03
515012/72	\$243.11
750014/960502	\$1,593.40
<u>750084/960561</u>	<u>\$1,155.16</u>
Total	\$7,969.58

Staff Recommendation and Motion:

The Board motion to approve staff writing off the above referenced accounts incurred during the period of January 01, 2024, through June 30, 2024.

HOUSING AUTHORITY OF THE CITY OF RENO

RESOLUTION **24-07-04 RH**

A RESOLUTION AUTHORIZING THE WRITE-OFF OF VACATED TENANT ACCOUNT RECEIVABLES FOR THE UNAIDED PROPERTIES

WHEREAS, there are certain past due accounts of former tenants of the unaided properties owned and/or managed by the Housing Authority of the City of Reno, and

WHEREAS, these accounts may be written off as bad debts in the discretion of the Executive Director, and

WHEREAS, there is sufficient funding in the operating budget to write these accounts off;

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, in her discretion to remove from the Authority's account receivables, the past due accounts of former tenants as detailed in the Board Packet for the unaided properties.
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 23rd DAY OF July, 2024.

ATTEST:

CHAIRMAN

SECRETARY

Exhibit

Unaided Properties

	<u>Unit / Client Numb</u>	<u>Amount</u>	<u>Composition of Charges</u>
410 Oliver Montello			
Total:		<u>\$0.00</u>	
430 D & K Horizons			
	430003/960400	\$2,639.77	
Total:		<u>\$2,639.77</u>	
530 WJW			
Total:		<u>\$0.00</u>	Rent, Legal, Late & Maint
514 Silver Sage Court			
	514404/60	\$321.11	Rent, Legal, Maint & Late
Total:		<u>\$321.11</u>	
515 Yorkshire Terrace			
	515001/61	\$1,600.03	Rent, Legal, Maint & Late
	515012/72	\$243.11	
Total:		<u>\$1,843.14</u>	
508 Sage			
Total:		<u>\$0.00</u>	Rent, Legal, Maint & Late
350 RHA - \$1M			
	350007/960427	\$417.00	Rent, Legal, Maint & Late
Total:		<u>\$417.00</u>	
411 Good Neighbor			
Total:		<u>\$0.00</u>	
412 NSP1			
Total:		<u>\$0.00</u>	
507 Carville Court			
Total:		<u>\$0.00</u>	Rent, Legal, Maint & Late
750 NSP2			
	750014/960502	\$1,593.40	Rent, Late, Legal & Maint
	750084/960561	\$1,155.16	Rent, Late, Legal & Maint
Total:		<u>\$2,748.56</u>	
NSP3			
	None	\$0.00	
Total:		<u>\$0.00</u>	
509 Pilgrims			
	None		
Total:		<u>\$0.00</u>	
520 Donation			
Total:		<u>\$0.00</u>	
Grand Total Unaided Properties			<u>\$7,969.58</u>

January 01, 2024 through June 30, 2024

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 3

July 23, 2024

SUBJECT: Commissioner Reports (Discussion)

FROM: Commissioners

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 4

July 23, 2024

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

FROM: Executive Director

RECOMMENDATION: Discussion

A. Update on Agency Activities

- Dick Scott Manor remains on track for completion. RHA is actively working with the US Veterans Administration to identify the first group of tenants. The ribbon cutting ceremony has been moved to August 15th.
- The US Department of Housing and Urban Development (HUD) has approved RHA's FY2025 MTW Plan. However, one proposed activity, that was carried over from RHA's submitted FY2024 MTW Plan Amendment which allows for an increase in HUD's Total Development Cost (TDC) for RHA's development projects, is still under review as HUD is developing guidance for all MTW agencies on this topic. Increasing the TDC would enable RHA to better utilize its MTW resources on its development projects as HUD's cost limits would more appropriately align with the current actual market costs.
- HUD's Principal Assistant Deputy Secretary for Public Housing is scheduled to visit Reno on August 29th. The Executive Director is working with HUD to develop an itinerary for his visit and once finalized, more information will be shared with the Board.
- Agency staff received Diversity, Equity, Inclusion, and Belonging training at the all-staff meeting held July 12th.
- RHA's Night at the Aces staff appreciation event was well attended, and the Executive Director and the events committee have received a lot of positive feedback on the event. Staff also thanked the Board for supporting these types of events for employees.
- JD Klippenstein, RHA's Director of Development, is moderating Nevada Housing Coalition's July 24th Lunch and Learn. It will be a housing policy update and discussion.
- The Executive Team and other staff will attend the Nevada Housing Coalition's Housing Policy Forum in Sparks on July 25th. Attendees will provide input into the Coalition's policy agenda and hear additional updates on legislation passed in the last session.

B. Rental Assistance Voucher Programs/Asset Management

Voucher Type	Total Voucher Baseline	Vouchers Leased as of 7/1/24	Percent Leased	Vouchers Issued Not Yet Leased
Housing Choice Voucher	2,484	2,182	88%	144
VASH	429	337	79%	51
VASH – pending PBV awards	112	0	0%	0
EHV	123	106	86%	11
FYI	15	8	53%	1

Number HQS Inspections Conducted	June 2024	175
---	-----------	-----

City of Sparks Eviction Prevention Program

Total Funding Awarded	Total Assistance Approved as of 7/1/24	Number of Households Approved as of 7/1/24	Percent Funding Spent
\$1,455,000	\$0	0	0%

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 122 of our HCV's to assist special populations obtain housing. Of the total 122 PBV units, 61 are assigned to RHA-owned properties. Lease-Up Expectations: Although our total voucher allocation is 2554, HUD has set the agency's leasing expectation at 2484 (a.k.a. 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 2554 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 143 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 five local agencies (Catholic Charities, Health Plan of Nevada, Washoe County Human Services-Our Place, Washoe County Housing and Homeless Services-Cares Campus, and Volunteers of America) that have experience providing services to this population. Direct referrals for the program must come from the regional Continuum of Care (CoC) coordinated entry system through the partner agency. Lease-Up Expectations: Although 137 vouchers were originally allocated, 14 vouchers are unable to be re-issued after 9/30/23 and have been removed from the baseline, leaving 123 vouchers.

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 direct referrals and case management to clients.

Asset Management

- Maintenance staff continue to be busy with addressing irrigation repairs noted while energizing the systems at all the properties. They have also been focusing on weed removal and tree/bush trimming at each of the sites. During the month of July, the maintenance team attended a Bloodborne Pathogen Awareness course.
- The Management team finalized the set ups for Affordable Rent Café at the end of June. Letters will go out by the middle of July to all residents who reside in the scattered site or unaided properties to set up an account so they can begin creating work orders and paying rent online. Managers started using the Teller Scan machines to accept rent payments electronically and while a few issues have been encountered, bank deposits are posting properly, and notification of nonsufficient checks is much quicker. Management staff also finalized the legal module in Yardi and anticipate using the functionality in July. The legal module will save staff time in creating the Non-Payment of Rent Eviction Notices to upload to our process server and it will properly code tenants so partial payments are not accidentally accepted if the tenant has been served previously with a notice that has not yet expired.
- The Asset Management team completed interviews for the two open Assistant Manager positions and one candidate was selected and has started. After we complete onboarding with the recently hired manager, we will repost the position to fill the other opening. During the month of June, we lost a Maintenance II staff member due to personal reasons. The Maintenance II position has been posted and interviews are currently being scheduled.
- Hawk View residents have been working with Housing to Home (HTH) and RHA to find units in the Reno area to relocate to. As of the end of June, 47 residents have vacated the property and 25 others have given notice of move out dates in July. HTH and management are working closely to ensure each household is actively working on viewing units and completing necessary steps to successfully relocate.
- Public Housing ended the month of April with 130 vacancies for an overall occupancy rate of 82.80% across all sites. In June, twenty-six residents vacated their unit (21 of these were from Hawk View), and two units were leased.

C. Update on Resident Services

Senior Services

- **Golden Groceries Food Pantry at Tom Sawyer:** Held on 06/06 and 06/20/2024, serving averaging 50 senior residents each time.
- **Senior Dance Class at Willie J. Wynn:** Every Tuesday, with an average attendance of 5-7 seniors per session.

- **Farmers Market Voucher Distribution:** Coordinated with the City of Reno. Many senior residents signed up this year. A total of 50 vouchers were distributed.
- **Fraud Awareness Workshop:** Conducted by Reno PD and the City of Reno at Silverada. Participants were very engaged and asked many questions to the Reno PD. One participant said, "I feel much more aware of potential scams now. This workshop was very helpful."
- **Resident Council Meetings:** Going well. The "Meet Your Neighbor" event, held on the last Wednesday of each month, has seen increased attendance.

Workforce Development

- **Elevating Your Career Workshop:** Conducted by Mari Demers/CSA, with 15 attendees learning essential skills for career advancement.

Youth Programs

- **Teen Pregnancy Prevention – Sex Ed Class with NV Hopes:** Reached 11 teenagers, providing crucial education on sexual health.
- **REMSA:** Awarded 5 scholarships for the babysitting class, enabling participants to gain valuable childcare skills.
- **Start Smart Graduation:** The 2024 Scholarship Night Program highlighted the remarkable achievements of this year's Start Smart graduates. Each graduate shared personal stories demonstrating how the program has positively influenced their academic and personal development:
 1. **Daanial Butt:** Plans to pursue an apprenticeship in the electric field at TMCC and then continue his studies at UNR. The program's workshops on stress management and career planning have significantly contributed to his personal growth and preparedness for future challenges.
 2. **Ishleyn Delgado:** Aims to complete her college education at TMCC and dreams of owning a food truck business. She credited the Start Smart Program for helping her set and achieve personal goals and appreciated the support from Rosa Hall in improving her academic performance.
 3. **Karizma Hinojos:** Will be attending the University of Nevada, Las Vegas, majoring in business. Her involvement in various activities, both academic and extracurricular, has been supported by the confidence and direction provided by the Start Smart Program.
 4. **Nathaniel Lichtenwalter:** Aspires to become a calculus professor. The program has provided him with valuable learning experiences that have reinforced his commitment to education and self-reliance.
 5. **Alondra Perez:** Will be majoring in public health with a focus on pre-nursing at the University of Nevada, Reno. The program has equipped her with essential skills like time management and effective communication, crucial for her future career as a trauma nurse.
- **Summer Camp Transportation:** Provided to Sierra Nevada Journey's, allowing youth to participate in enriching summer activities.

D. Update on Public Affairs Activities

- Recruitment is underway for a new Government and Public Affairs Officer.
- Staff continues to work with the Executive Team and Development to plan the Dick Scott Manor ribbon cutting event.
- Staff has worked to respond to recent requests for interviews or information on various RHA projects or matters.
- The summer edition of the resident newsletter was completed and will be mailed in August.
- Staff is working to schedule the next internal Celebrity Home Tour for new employees.
- Planning is starting for a candidate open house, tentatively scheduled for September, to enable incumbent and new candidates to learn more about RHA and the many ways it serves our community.

E. Update on Development Department Activities

For active development projects update, please see quarterly Development Department Update

Silverada Manor

- The project underwent value engineering throughout much of June and the first half of July.
- While the budget is very near final, this delay in pricing as well as other matters related to HUD approval has caused financial closing to be pushed till the middle of August.
- Resident relocation efforts began at the beginning of July. HousingToHome staff have been holding 1-1 meetings with all residents in phase 1 to discuss and prepare for temporary relocation. Additionally, all Silverada residents received an alternative housing offer that would allow any eligible household to accept a Housing Choice Voucher in order to voluntarily permanently relocate from Silverada Manor.

Hawk View

- Resident relocation continues to move forward and is on track to be complete by the middle of August. Below is a summary of progress as of July 15.

Unit Summary	
Total Units:	100
Already Vacant	19
Moved Out:	38
Move Date Pending:	14
Remaining to place:	29
Remaining Occupied:	43

- In July, following a competitive bidding process, Brinshore has selected Pinecrest Construction & Development Co. as the general contractor for the project.
- Project is aiming for financial closing at the end of September and construction start in October.

Dick Scott Manor

- Project is very near completion. Final punch list walkthrough will begin at the end of July.
- Ribbon Cutting ceremony has been scheduled for August 15.

Railyard Flats

- Construction is moving forward ahead of schedule and within budget and current project scope.
- Original project completion was scheduled for December 2024, but it may be done as early as October if all materials are delivered with delay.

Stead Manor

- The project remains on track to begin construction in the late fall 2024.
- RHA Development staff is working with Plenium to finalize the GMP plans to bring the GMP for Board approval at the August Board meeting.
- The Nevada Housing Division has not confirmed if additional HMNI funding is available for the project. In addition to following up with NHD, RHA staff will be discussing potential funding opportunities with the Nevada Clean Energy Fund as well as looking into NVEnergy's Energy Rebate Program.

McGraw Court/Silver Sage Court

- Plenium Builders has finalized the GMP for both of these projects. RHA staff has brought these GMPs for approval at the July Board meeting.
- Following the approval of the GMP, Plenium will transition into the construction phase of the project. This will begin with finalizing contracts with all subcontractors and purchasing materials in order to meet an anticipated construction start date of October 1, 2024.

Carville Court

- RHA has requested a proposal from H&K Architects so that will be brought to the Board approval in August.
- RHA continues to work with Washoe County to submit a Nevada Supportive Housing Development Fund application.

Paradise Plaza

- Pest mitigation is being conducted and expected to be complete by the end of July. The extent of abatement required is much more extensive than originally anticipated.
- RHA has contacted CIRE to inform them that the abatement will delay the completion of the post-closing agreement scope of work.
- Per guidance from RHA leadership, the Development Staff is working to develop 3 possible scopes of works and budgets that will be presented to the Board in August for discussion and possible direction.

Essex Manor

- Development staff has developed a tentative scope of work for the removal of existing swamp coolers and installation of mini-split heat pumps.
- The estimated budget is around \$3M and RHA has currently secured \$1.5M in HMNI and estimates another \$1M in funding from 2025 Capital Funds could be put toward the project.
- Development staff will be reaching out to the Nevada Clean Energy Fund to explore potential additional funding for the project.

Capital Fund

- Staff will release the IFB for the project to improve accessibility into the main office by replacing the existing doors with automatic doors that will accommodate visitors with a variety of needs. by the end of July. Project is projected to begin in August.

Reno Avenue

- The due diligence period wrapped up successfully at the end of June. The ALTA survey and Phase 1 Environmental review did not identify any issues that would prevent RHA from moving forward with the purchase.
- RHA and Catholic Charities executed an amendment to the PSA to extend the Closing Period an additional 45 days. This allowed more time for all parties to get final documents prepared for closing. This included the transferring escrow from Stewart Title to Core Title due to the office we have been working with transitioning from Stewart to Core.
- RHA staff anticipates closing on the purchase by early August.

F. Update on Information Technology Activities

Yardi Implementation

- Working with Wise Consulting to learn how to create GL accounts and upload budget ETLs.
- IT, Development, and Finance have scheduled a demo of the Payscan module within the Procure to Pay suite to discover the benefits of integrating with the Job Cost module.
- Invitation letters for Affordable residents have been reviewed and approved. We are set to send out letters on July 17th. Staff have been notified and prepared of the potential influx of calls for account creation assistance.
- Screening Services workflow training for Affordable, Public Housing, and The Work Number was completed. The Screening Services module officially became live and mandatory following both the training and the final configuration of our database properties.

Laserfiche Implementation

- The scanning team have completed the files for Willie J. Wynn, Carville Court, D&K Horizons, and Pilgrim Rest. They have transitioned to finalizing the scanning of FY 2023 and FY 2024 files for the Finance department.

Other Projects

- The IT team has been finishing configuration of the RHA kiosks. The first kiosk is set to be placed in the main office foyer to gather feedback for two weeks. Once the necessary tweaks have been made to improve user experience, IT will collaborate with the Social Media

Specialist to schedule and plan a ribbon cutting event for the second kiosk that will be located at the Downtown Reno Library.

G. Update on MTW Activities

MTW Baseline Figures – FY 2023

- On June 28, 2024, HUD released FY 2023 preliminary figures related to the statutory requirement that MTW agencies serve substantially the same number of families had they not participated in the MTW demonstration. RHA received a preliminary compliance determination of 94% or Substantially Compliant. Staff is currently reviewing the data to provide a response back to HUD before the August 5 deadline. Following this response, HUD will finalize the data and provide RHA with its final MTW Statutory Requirements Compliance Assessment for FY 2023.

FY 2024 Annual MTW Report

- Preparation for RHA's annual MTW Report to HUD continues. 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. Detailed demographic information has been compiled on all public housing residents and the same information for rental assistance households is currently being pulled. A thorough data analysis will be used to gauge whether activities within RHA's MTW program are successful. Data analysis is also used to demonstrate areas where activities could be amended to ensure continued success. All data analyses will be finalized as of the end of the Fiscal Year with the final report due to HUD by September 30.
- Completed surveys and internal data on current and prior Mobility Demonstration participants have been sent to Rebecca J. Walter, PhD at the University of Washington (UW). Details including household income, family composition, and employment status of each household will be used by UW to evaluate the overall progress of these families and the Demonstration program overall. This analysis is a requirement of RHA's MTW participation and will be included in the annual MTW report to HUD.

TDC Waivers Working Group

- RHA continues to work with the MTW Collaborative and HUD to standardize HUD's requirements for a Total Development Cost (TDC) waiver under MTW. Currently HUD is requiring project-specific requests rather than allowing for agency wide waiver request allowed for under MTW. The group continues to discuss HUD's calculation methodology for setting TDCs with the Collaborative to identify possible solutions moving forward.

H. Update on Legal Inquiries

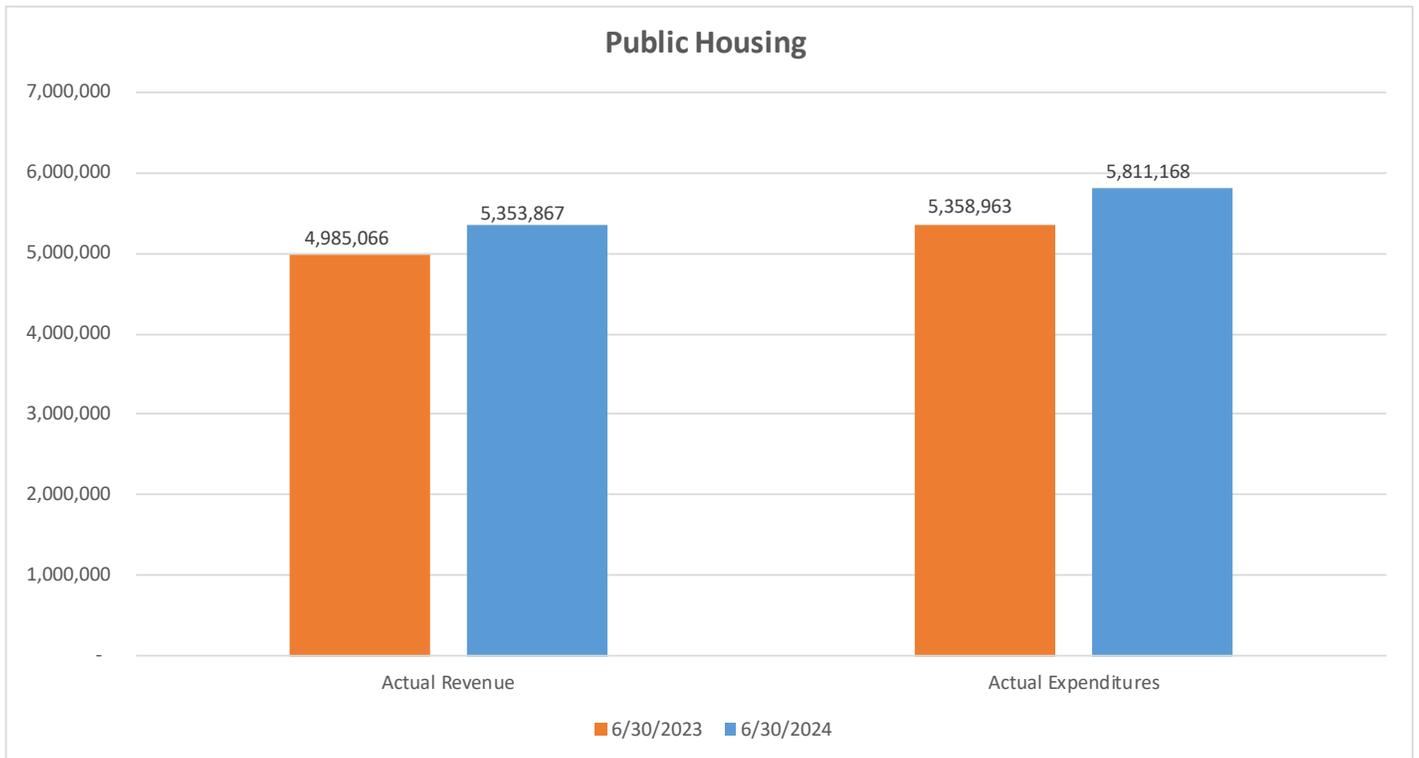
No legal updates.

I. Financials

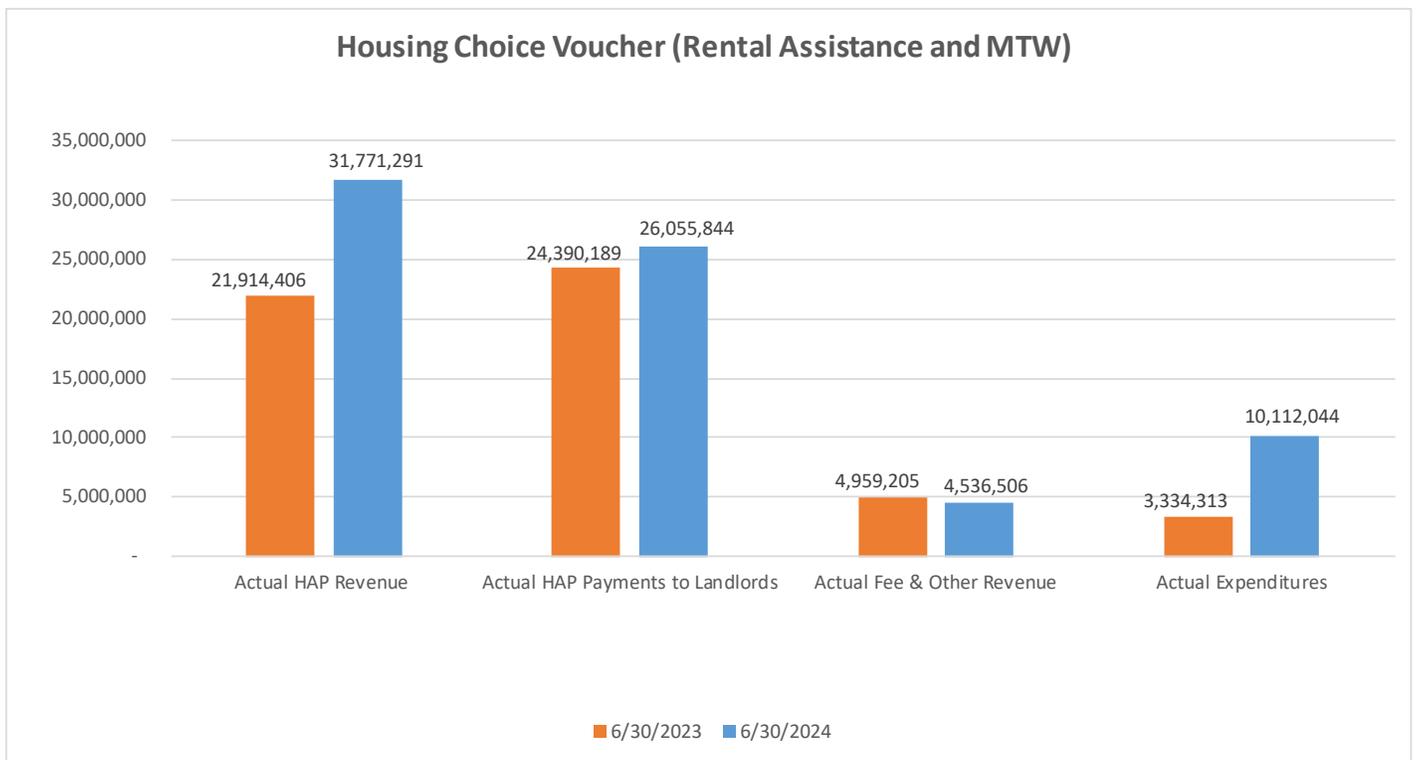
See attached graphics.

**ENTITY-WIDE FINANCIAL REPORT
FOR THE 12 MONTHS ENDED JUNE 30, 2024**

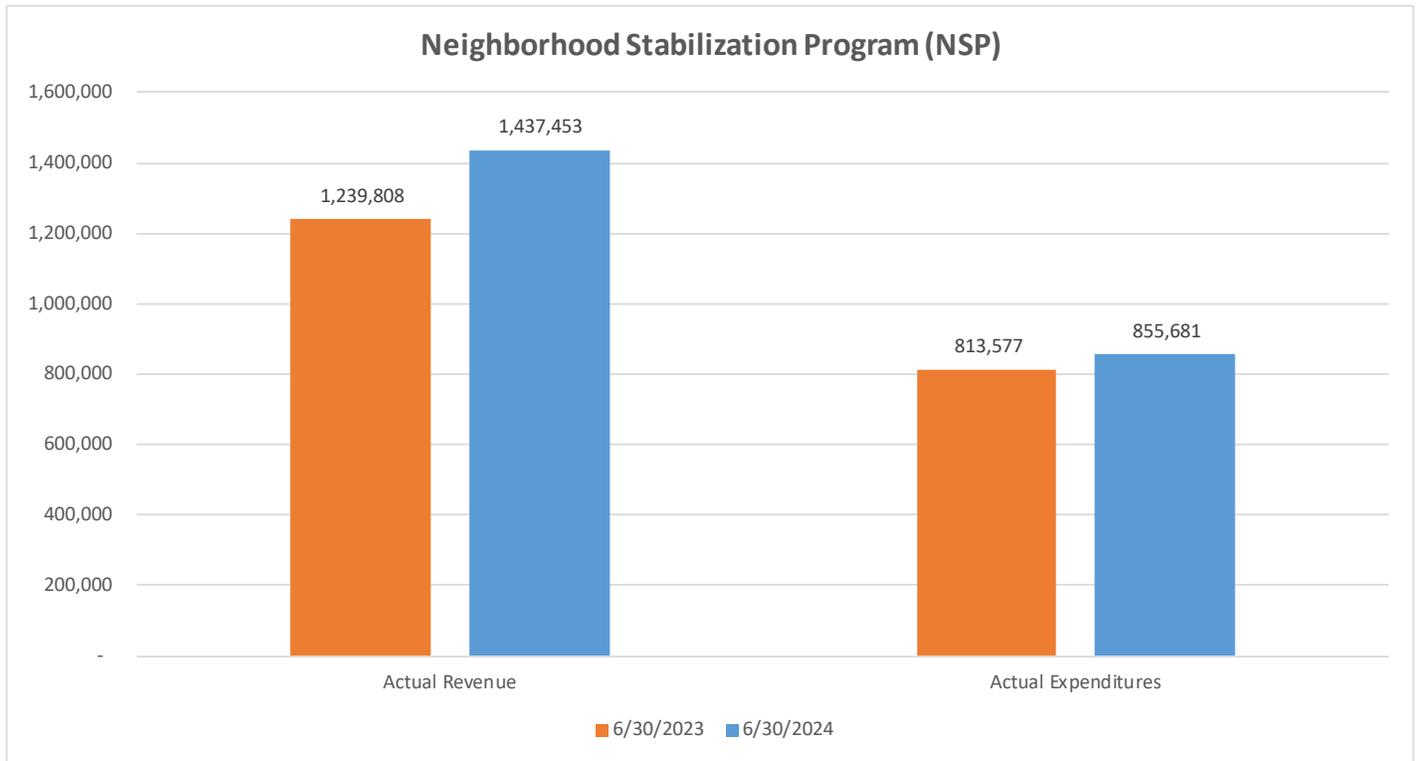
Public Housing	6/30/2024	6/30/2023	Variance	Variance Percentage
Actual Revenue	5,353,867	4,985,066	368,801	7.40%
Budgeted Revenue	5,284,379	4,668,839	615,540	13.18%
Actual Expenditures	5,811,168	5,358,963	452,205	8.44%
Budgeted Expenditures	6,612,593	5,685,699	926,894	16.30%
Actual Surplus (deficit)	(457,301)	(373,896)	(83,404)	22.31%



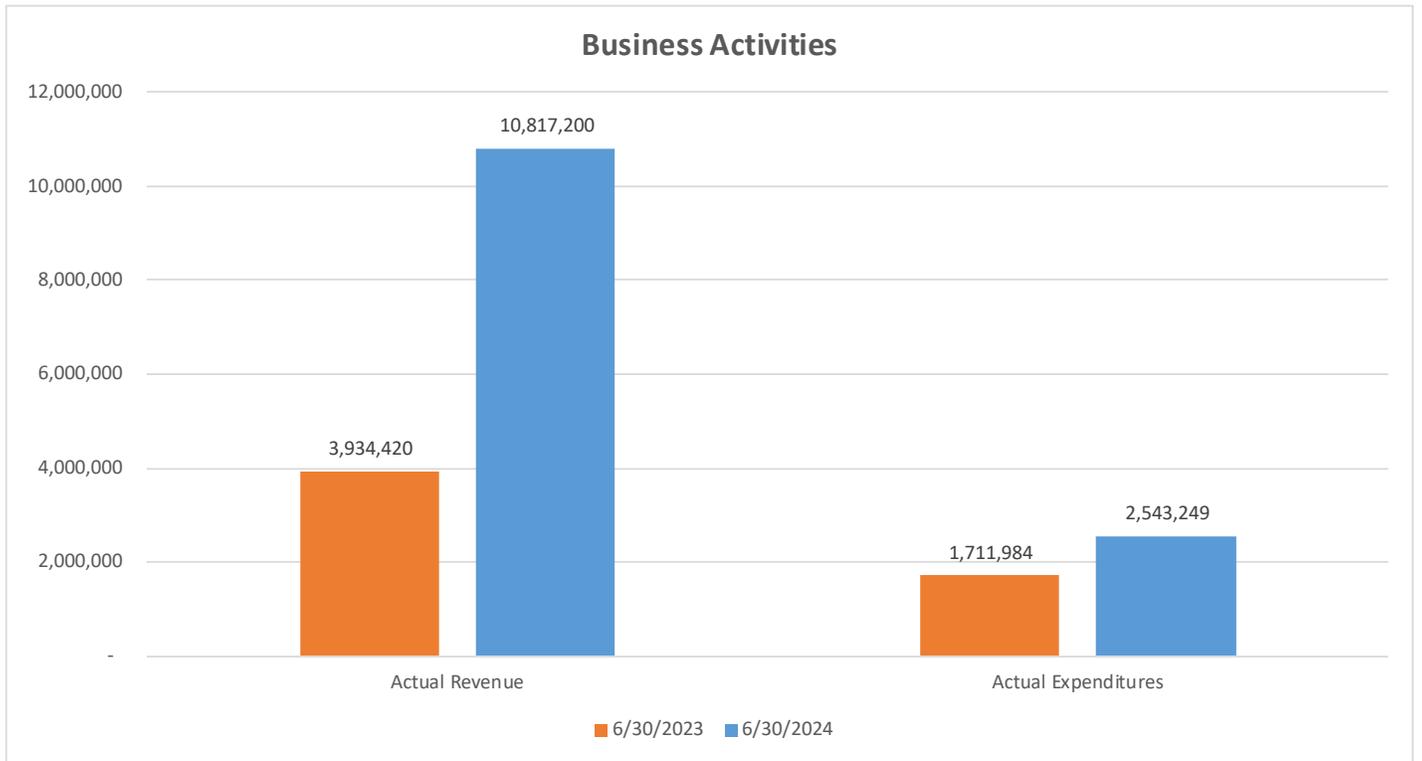
Housing Choice Voucher (Rental Assistance and MTW)	6/30/2024	6/30/2023	Variance	Variance Percentage
Actual HAP Revenue	31,771,291	21,914,406	9,856,885	44.98%
Budgeted HAP Revenue	27,950,167	25,592,604	2,357,563	9.21%
Actual HAP Payments to Landlords	26,055,844	24,390,189	1,665,655	6.83%
Budgeted HAP Payments to Landlords	24,695,950	25,224,916	(528,966)	-2.10%
<i>HAP Surplus (Deficit)</i>	<i>5,715,447</i>	<i>(2,475,783)</i>	8,191,230	0.00%
Actual Fee & Other Revenue	4,536,506	4,959,205	(422,699)	-8.52%
Budgeted Fee & Other Revenue	3,001,783	2,672,593	329,190	12.32%
Actual Expenditures	10,112,044	3,334,313	6,777,731	203.27%
Budgeted Expenditures	5,228,664	3,394,072	1,834,592	54.05%
<i>Unrestricted Profit (Loss)</i>	<i>(5,575,538)</i>	<i>1,624,892</i>	(7,200,430)	-443.13%
Actual Surplus (deficit)	139,909	(850,891)	990,800	-116.44%



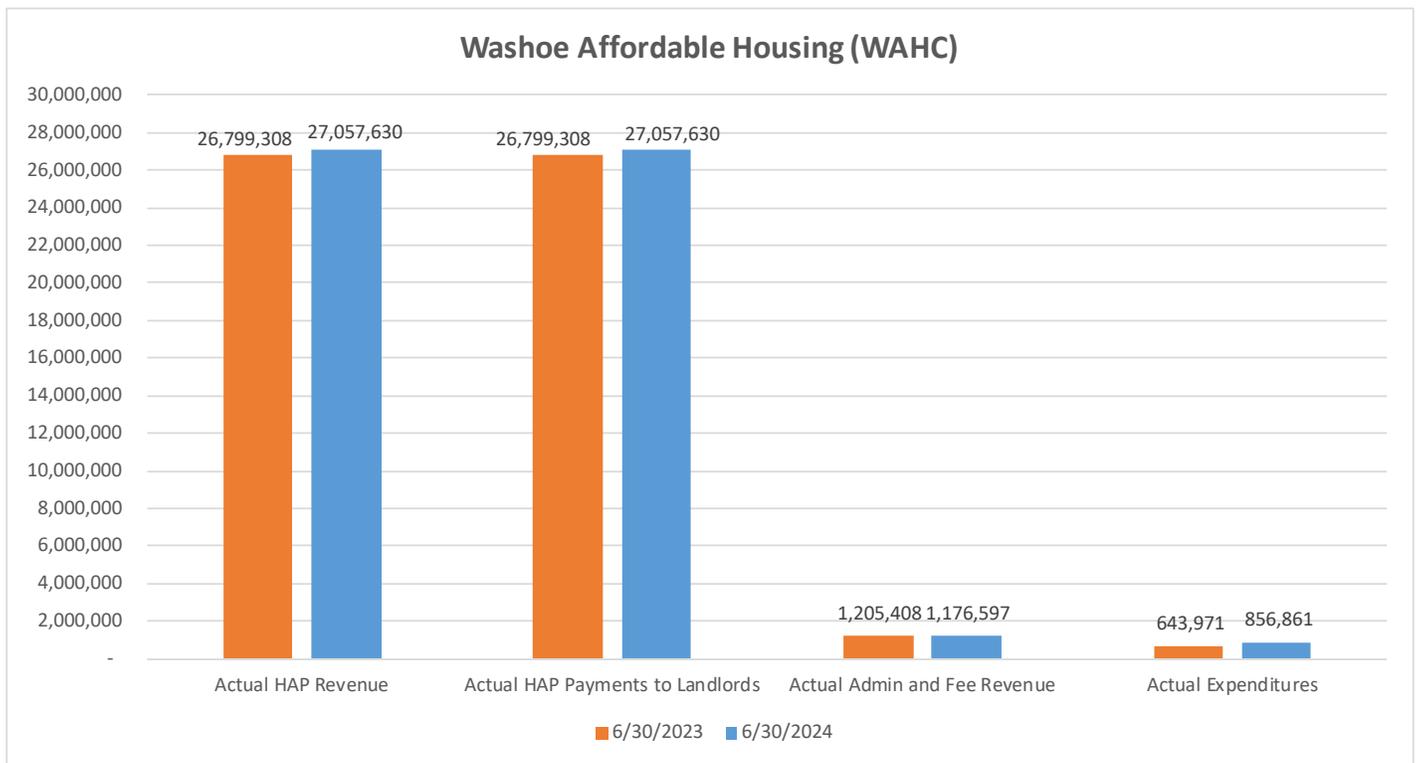
Neighborhood Stabilization Program (NSP)	6/30/2024	6/30/2023	Variance	Variance Percentage
Actual Revenue	1,437,453	1,239,808	197,645	15.94%
Budgeted Revenue	1,412,088	1,194,205	217,883	18.25%
Actual Expenditures	855,681	813,577	42,105	5.18%
Budgeted Expenditures	839,986	687,750	152,236	22.14%
Actual Restricted Surplus (deficit)	581,771	426,231	155,540	36.49%



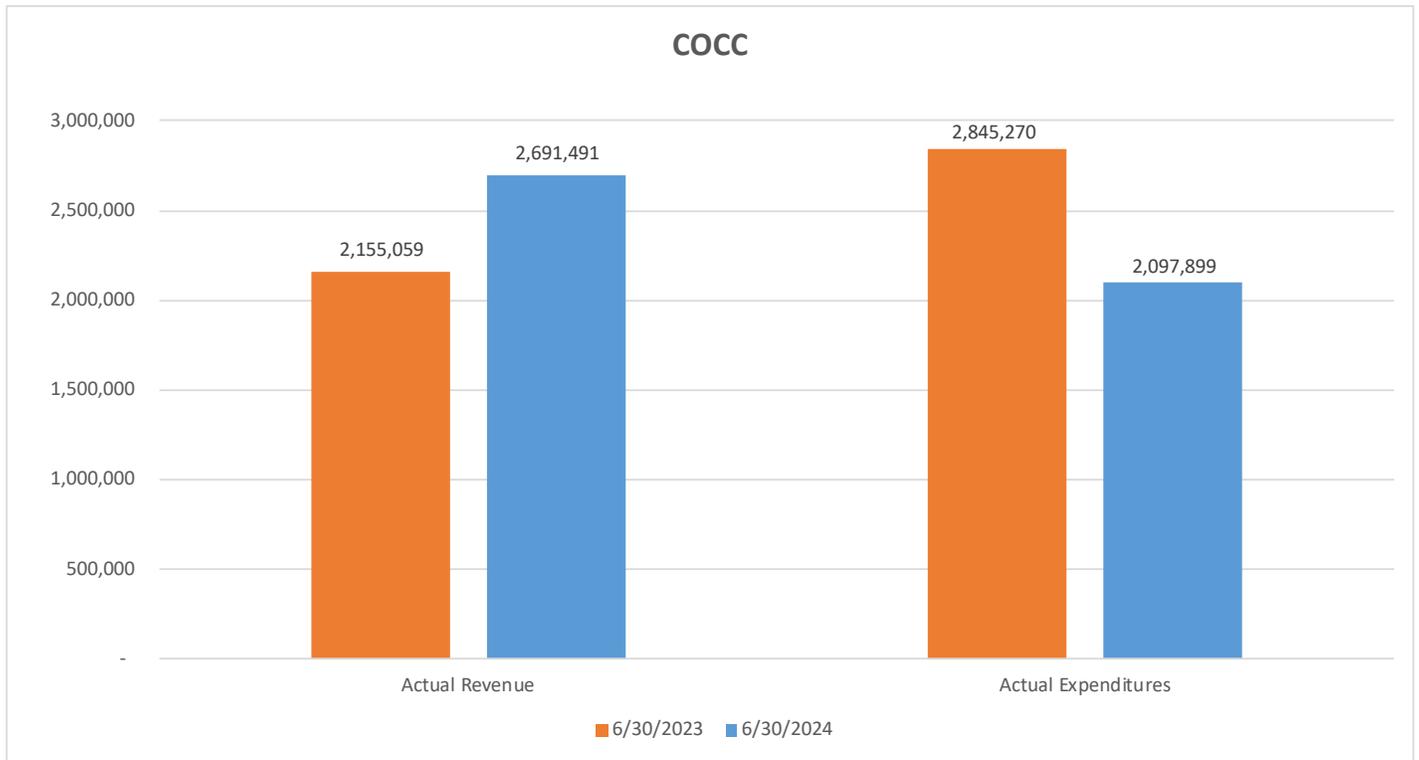
Business Activities	6/30/2024	6/30/2023	Variance	Variance Percentage
Actual Revenue	10,817,200	3,934,420	6,882,780	174.94%
Budgeted Revenue	3,965,928	4,097,478	(131,550)	-3.21%
Actual Expenditures	2,543,249	1,711,984	831,265	48.56%
Budgeted Expenditures	1,693,080	1,721,094	(28,014)	-1.63%
Actual Unrestricted Surplus (deficit)	8,273,951	2,222,436	6,051,514	272.29%



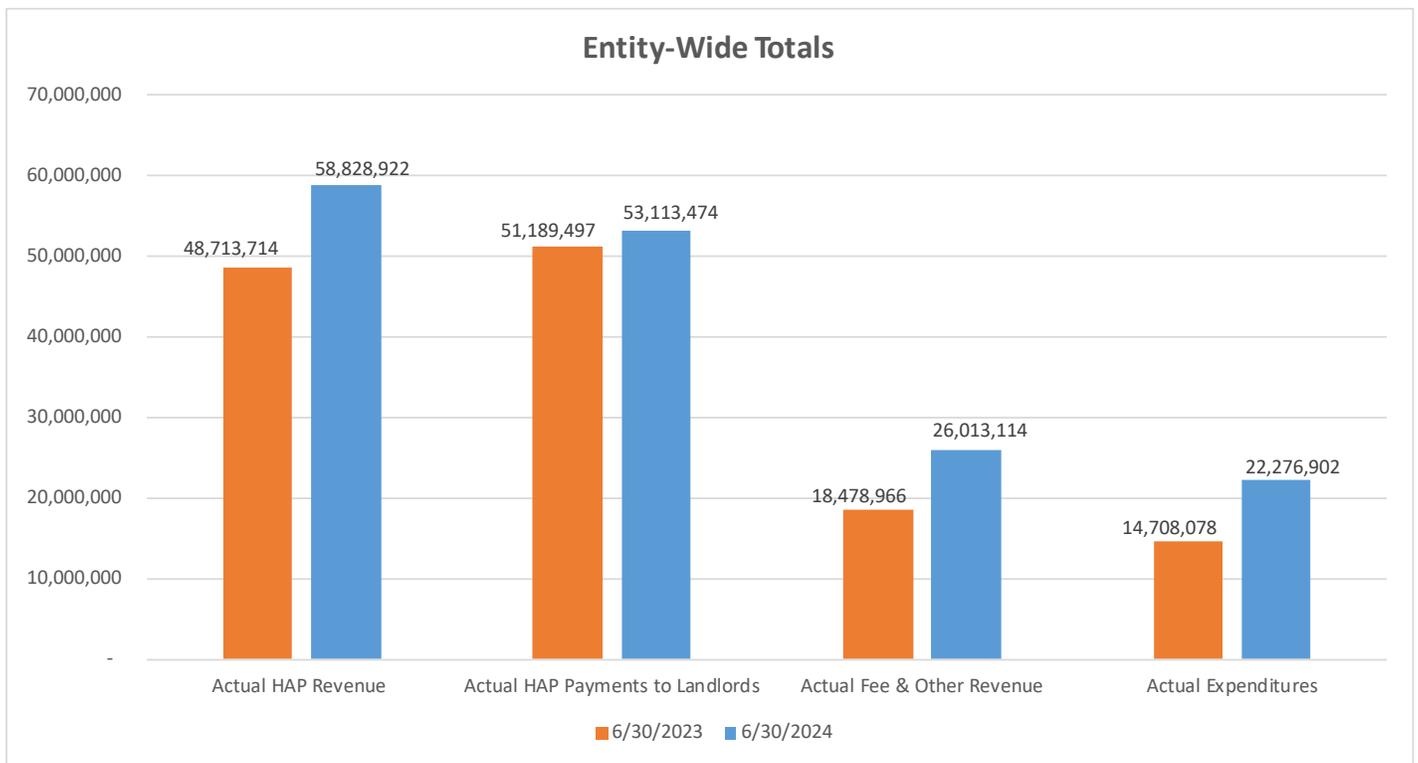
Washoe Affordable Housing (WAHC)	6/30/2024	6/30/2023	Variance	Variance Percentage
Actual HAP Revenue	27,057,630	26,799,308	258,322	0.96%
Budgeted HAP Revenue	26,815,888	25,737,290	1,078,598	4.19%
Actual HAP Payments to Landlords	27,057,630	26,799,308	258,322	0.96%
Budgeted HAP Payments to Landlords	26,815,888	25,737,290	1,078,598	4.19%
<i>HAP Surplus (Deficit)</i>	-	-	-	0.00%
Actual Admin and Fee Revenue	1,176,597	1,205,408	(28,811)	-2.39%
Budgeted Admin and Fee Revenue	1,031,211	1,033,015	(1,804)	-0.17%
Actual Expenditures	856,861	643,971	212,890	33.06%
Budgeted Expenditures	792,387	707,558	84,829	11.99%
<i>Unrestricted Profit (Loss)</i>	<i>319,736</i>	<i>561,437</i>	(241,701)	-43.05%
Actual Surplus (deficit)	319,736	561,437	(241,701)	-43.05%



COCC	6/30/2024	6/30/2023	Variance	Variance Percentage
Actual Revenue	2,691,491	2,155,059	536,432	24.89%
Budgeted Revenue	2,187,899	2,382,390	(194,491)	-8.16%
Actual Expenditures	2,097,899	2,845,270	(747,371)	-26.27%
Budgeted Expenditures	3,107,333	3,877,704	(770,371)	-19.87%
Actual Unrestricted Surplus (deficit)	593,592	(690,211)	1,283,803	-186.00%



Entity-Wide Totals	6/30/2024	6/30/2023	Variance	Variance Percentage
Actual HAP Revenue	58,828,922	48,713,714	10,115,208	20.76%
Budgeted HAP Revenue	54,766,055	51,329,894	3,436,161	6.69%
Actual HAP Payments to Landlords	53,113,474	51,189,497	1,923,978	3.76%
Budgeted HAP Payments to Landlords	51,511,838	50,962,206	549,632	1.08%
<i>HAP Surplus (Deficit)</i>	<i>5,715,447</i>	<i>(2,475,783)</i>	<i>8,191,230</i>	<i>-330.85%</i>
Actual Fee & Other Revenue	26,013,114	18,478,966	7,534,147	40.77%
Budgeted Fee & Other Revenue	16,883,288	16,048,520	834,768	5.20%
Actual Expenditures	22,276,902	14,708,078	7,568,825	51.46%
Budgeted Expenditures	18,274,043	16,073,877	2,200,166	13.69%
<i>Unrestricted Profit (Loss)</i>	<i>3,736,211</i>	<i>3,770,889</i>	<i>(34,677)</i>	<i>-0.92%</i>
Actual Surplus (deficit)	9,451,658	1,295,106	8,156,553	629.80%



RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 5

July 23, 2024

SUBJECT: Discussion and possible approval of Resolution 24-07-05 RH approving the closing of financing on approximately \$70 million in federal, state, and private sources for the rehabilitation of Silverada Manor. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

To close financing on the Silverada Manor rehab project, HUD requires that the Board adopt a comprehensive resolution authorizing the rehabilitation and financing of the project. The attached Resolution was prepared with Reno & Cavanaugh, RHA's transaction counsel. The resolution provides important details related to the project and lists various documents and agreements that will need to be executed as part of closing. The resolution also provides a description and approximate amounts of all the funding sources for the project. It is important to note that while these amounts are very close to final, they may shift slightly prior to closing due to final value engineering or interest rate changes, and therefore, are described as approximate amounts in the resolution. A Sources & Uses table that includes the financing sources addressed in the resolution can be found below.

By adopting the resolution, the Board will authorize RHA Executive Director, Dr. Hilary Lopez, to take any and all actions, execute any and all documents, instruments, and certificates, make any and all filings and reasonable expenditures and take any and all reasonable steps deemed to be necessary, desirable or appropriate in order to carry out the purpose and intent of the foregoing resolutions in the name of and on behalf of the Authority for itself, or as a member of the Managing Member of the Owner.

Please see Sources & Uses graphic on following page.

Sources & Uses

Sources	Construction	Permanent	Uses	Amount
Construction to Perm Loan	\$ 36,200,000	\$ 11,220,000	Land/Building Acquisition	\$ 15,870,000
4% LIHTC Equity	\$ 4,718,498	\$ 31,456,651	Construction Cost	\$ 37,827,031
HMNI Funds	\$ 3,513,465	\$ 11,000,000	Soft Cost	\$ 9,090,376
Seller Note	\$ 15,156,799	\$ 15,156,799	Fees/Reserves	\$ 10,625,979
RHA Capital Funds	\$ 1,275,430	\$ 1,275,430		
RHA Sponsor Loan	\$ 713,201	\$ 713,201		
Deferred Developer Fee	\$ 0	\$ 1,419,134		
Income During Construction	\$ 0	\$ 1,172,171		
Total	\$ 61,577,393	\$ \$73,413,386	Total	\$ 73,413,386

Staff Recommendation and Motion:

Staff recommends that the Board of Commissioners motion to adopt Resolution 24-07-05 RH as presented.

HOUSING AUTHORITY OF THE CITY OF RENO

RESOLUTION **24-07-05 RH**

A RESOLUTION AUTHORIZING THE
REHABILITATION AND FINANCING OF SILVERADA MANOR

The following resolutions were duly adopted by the Board of Commissioners (the “**Board**”) of the HOUSING AUTHORITY OF THE CITY OF RENO, a Nevada public body corporate and politic (the “**Authority**”), at a meeting held on July 23rd, 2024 which meeting was duly called and at which a quorum was present:

WHEREAS, the Board previously passed Resolution No. 23-04-02 authorizing the execution and delivery of documents required for the preparation and submission of the Rental Assistance Demonstration (“**RAD**”) Program Application to the U.S. Department of Housing and Urban Development (“**HUD**”), and now desires to authorize the conversion, financing and redevelopment of the Project (as defined below) under the RAD program;

WHEREAS, the Authority is the fee simple owner of the real property and improvements located at 1400 Silverada Boulevard, Reno, NV (the “**Property**”). The Board has determined that it is in the best interests of the Authority and the individuals and families residing at the public housing community located at the Property to convert the same to private ownership and long-term Section 8 project-based assistance under HUD’s RAD program;

WHEREAS, after conversion of the Property under the RAD program, the same will be redeveloped into an affordable multifamily community known as *Silverada Manor* (the “**Project**”) that includes hundred fifty (150) rental units (the “**Units**”);

WHEREAS, Silverada, LLC, a Nevada limited liability company (the “**Owner**”), wishes to acquire a leasehold interest in the Property pursuant to a long-term ground lease and convert the public housing community located thereon to long-term Section 8 subsidy under the RAD program so that, after completion, the same will be known as *Silverada Manor* (the “**Project**”), and include one hundred fifty (150) residential units (the “**Units**”);

WHEREAS, all the Units will be low-income housing tax credit units to be operated and maintained as qualified low-income units under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”), for a period of not less than the fifteen (15) year Tax Credit Compliance Period (as such term is defined in Section 42 of the Code) and any applicable extended use period. Sixty (60) of the Units (the “**RAD Units**”) will receive assistance pursuant to a Section 8 Project-Based Voucher Program Housing Assistance Payments Contract (the “**RAD HAP Contract**”) under HUD’s RAD program pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 and HUD Notice H-2019 PIH-2019-23 (HA), as may be amended from time to time, and will be subject to the RAD HAP Contract, a use agreement (the “**RAD Use Agreement**”) and other such documents as may be required to carry out the requirements of the RAD program (the “**RAD Program Documents**”);

WHEREAS, eighty-nine (89) of the Units will be Project-Based Voucher Units (the “**PBV Units**”). The PBV Units are being redeveloped as part of the Project and shall be subject to a non-RAD Section 8 Project-Based Housing Assistance Payments Contract (the “**PBV HAP Contract**”) and operated in accordance with HUD’s Section 18 disposition approval and all federal, statutory, regulatory (24 CFR Part 983) and programmatic requirements applicable to the PBV Units, executive order requirements, and the Authority’s Section 8 Administrative Plan, each as awarded (the “**PBV Requirements**”). To facilitate the uniform treatment of tenants and the Units, tenants residing in the PBV Units shall be extended all tenant rights afforded pursuant to the RAD Program. The PBV HAP Contract and the RAD

HAP Contract are collectively referred to herein as the “**HAP Contracts**”;

WHEREAS, the Authority, is a member and Brinshore Development, LLC, an Illinois limited liability company (“**Brinshore**”), is the managing member of Silverada Manager, LLC, a Nevada limited liability company (the “**Managing Member**”), the managing member of the Owner. The Managing Member will own a .01% membership interest in the Owner;

WHEREAS, in furtherance of the Project the Authority will enter, as “Landlord” thereunder, a ground lease for the term of ninety-nine years with the Owner (the “**Ground Lease**”), whereby the Authority will transfer a leasehold interest in the Property to the Owner;

WHEREAS, Pavilion Construction NW, LLC will be the Project’s general contractor (the “**General Contractor**”). Frame Architecture will be the Project’s architect (the “**Architect**”);

WHEREAS, the Authority will serve as the Project’s property manager, and collect a management fee, pursuant to that certain Management Agreement with the Owner;

WHEREAS, Hudson Silverada LLC, a Delaware limited liability company, and Hudson SLP LLC, a Delaware limited liability company (collectively, the “**Investor**”), will be the non-managing members of the Owner. The Owner will obtain capital contributions from the Investor, or its designee, in the approximate amount of up to \$34,602,316 in exchange for a 99.99% interest in the Owner (the “**Tax Credit Equity Contribution**”) and respective allocation of the low-income housing tax credits awarded to the Project by the Nevada Housing Division, a division of the Department of Business and Industry of the State of Nevada (“**NHD**”). In consideration of NHD’s award of low-income housing tax credits to the Project, the Owner will be required to deliver that certain Declaration of Restrictive Covenants Running with the Land for Low-Income Housing Tax Credits (the “**LURA**”);

WHEREAS, at the closing of the Tax Credit Equity Contribution, the Authority will execute that certain Purchase Option and Right of First Refusal Agreement granting the Authority, or its qualified assignee, the right to acquire the Project, or the Investor’s interest in the Owner, at the conclusion of the Tax Credit Compliance Period (as such term is defined in the Code);

WHEREAS, in support of certain predevelopment costs that will be incurred by the Owner in connection with the Project, Hudson HT LP, a Delaware limited liability company (“**Pre-Equity Lender**”), has made that certain unsecured loan to the Owner in the original principal amount of \$1,000,000 (the “**Pre-Equity Loan**”). The Pre-Equity Lender is an affiliate of the Investor;

WHEREAS, Brinshore will serve as the developer of the Project and enter into that certain Development Fee Agreement with the Owner whereby Brinshore, in consideration for its development services to the Owner, will earn a fee in the approximate amount of up to \$10,527,000, or fifteen percent (15%) of the Project’s total development costs (the “**Development Fee**”). The Authority will assist the Owner and Brinshore in the development of the Project and, pursuant to that certain Subcontract for Development Services with the Managing Member and Brinshore, will receive thirty-five (35%) of the Development Fee. If Brinshore is required to exit the Owner prior to the full payment of the Development Fee then the Authority will be required to deliver to Brinshore, prior to its exit from the Owner, a promissory note evidencing the Authority’s obligation to pay the remaining balance of the Development Fee owed to Brinshore within ten (10) years of the Project’s substantial completion (the “**Deferred Fee Note**”);

WHEREAS, NHD will be issuing its Multi-Unit Housing Revenue Bonds (Silverada Manor) Series 2024 for the purpose of financing the rehabilitation of the Project in the approximate original principal amount of \$36,200,000 (the “**Bonds**”), pursuant to an Indenture of Trust by and between NHD and Zions Bancorporation, National Association (“**Zions**”), as trustee thereunder. In connection with the Bonds, the Owner will deliver to NHD a promissory note (the “**Bond Note**”);

WHEREAS, as a condition to issuing the Bonds, NHD will require that the Owner execute and deliver to NHD at closing that certain Regulatory Agreement and Declaration of Restrictive Covenants which, among other things, requires that the Project be operated as a “qualified residential rental project” (within the meaning of Section 142(d) of the Code);

WHEREAS, proceeds from the sale of the Bonds to Western Alliance Business Trust, as bond purchaser (which sale is being arranged by Bellwether Enterprise Real Estate Capital, LLC), will be utilized to make a construction loan to the Owner, a portion of which loan in the original principal amount of approximately up to \$12,342,000 will convert to permanent financing at completion of the Project’s rehabilitation and stabilization (the “**Senior Loan**”). The Senior Loan will be secured against the Owner’s leasehold interest in the Property. As additional security for the Senior Loan, at closing of the Senior Loan the Managing Member will be required to execute and deliver to Zions that certain Limited Guaranty, Pledge of Membership Interests and Security Agreement;

WHEREAS, NHD has agreed to make a second-priority subordinate loan to the Owner in the approximate original amount not to exceed \$11,000,000 from its Home Means Nevada Initiative program (“**HMNI**”), using funds it received from the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (“**ARPA**”) (the “**HMNI Loan**”). The HMNI Loan will be secured by a leasehold deed of trust and a Declaration of Restrictive Covenants Running with the Land for the HMNI Loan recorded against the Owner’s leasehold interest in the Property;

WHEREAS, to facilitate financing of the Project, the Authority will provide a third-priority subordinate loan in the approximate original principal amount of \$1,275,430 made from Capital Funds (the “**Capital Funds Loan**”). The Capital Funds Loan will be secured by a leasehold deed of trust recorded against the Owner’s leasehold interest in the Property;

WHEREAS, to facilitate financing of the Project, the Authority will provide a fourth-priority subordinate loan in the approximate original principal amount of up to \$784,521 made from the first installment of the Authority’s earned developer fee (the “**Sponsor Loan**”). The Sponsor Loan will be secured by a leasehold deed of trust recorded against the Owner’s leasehold interest in the Property;

WHEREAS, to further facilitate financing of the Project, the Authority will also provide a fifth-priority subordinate seller “take-back” acquisition loan to the Owner in the approximate principal amount of \$15,156,799 (the “**Seller Loan**” and, together with the Capital Funds Loan and the Sponsor Loan, the “**Authority Loans**”); and

WHEREAS, the Board has determined that completion of the Project is in the best interest of the Authority and therefore desires to support the Project by, among other actions:

- Authorizing that the Pre-Equity Loan be made to the Owner;
- Authorizing the Owner’s engagement of the Architect and the General Contractor to work on the Project;
- Ground leasing the Property upon which the Project will be located to the Owner pursuant to the Ground Lease;

- Entering into the RAD Use Agreement;
- Providing rental assistance to the Project in the form of project-based voucher subsidies and entering into the HAP Contracts with the Owner;
- Authorizing that the Senior Loan and HMNI Loan be made to the Owner;
- Authorizing that the Authority Loans be made to the Owner;
- Authorizing the execution of the Subcontract for Development Services with the Managing Member and Brinshore;
- Authorizing, on behalf of the Managing Member, the execution of the Managing Member's Operating Agreement and the Owner's Amended and Restated Operating Agreement and all documents in connection therewith and the Investor's Tax Credit Equity Contribution;
- Authorizing, on behalf of the Managing Member, the Owner's execution of all documents necessary to effectuate the Senior Loan, the HMNI Loan, and the Authority Loans being made to the Owner;
- Authorizing the Authority's execution of the Unconditional Guaranty being made for the benefit of the Investor;
- Authorizing the Authority's execution of the Guaranty of Recourse Obligations being made for the benefit of Zions;
- Authorizing the Authority's execution of the Environmental Indemnity Agreement being made for the benefit of Zions;
- Authorizing the execution of the Management Agreement;
- Authorizing the Authority's execution of the Consent to Assignment and Subordination of Management Fees being made for the benefit of Zions;
- Authorizing the Authority's execution of the Purchase Option and Right of First Refusal Agreement;
- Authorizing the Managing Member's execution of the Limited Guaranty, Pledge of Membership Interests and Security Agreement;
- Authorizing the execution of the Deferred Fee Note in connection with Brinshore's planned exit from the Project after its completion and stabilization; and
- Authorizing taking any and all additional actions, execute any and all additional documents, instruments, and certificates, make any and all additional filings and reasonable expenditures and take any and all reasonable steps deemed necessary, desirable or appropriate in order to carry out the completion of the Project.

NOW THEREFORE, BE IT RESOLVED that upon the receipt of all required approvals from HUD, either Dr. Hilary Lopez, as the Authority's Executive Director, or her designee, is individually authorized, on behalf of the Authority, for itself and as a member of the Managing Member, to enter into and execute and deliver all documents relating to the Project's development, participation in the RAD program and related financing including, but not limited to the Pre-Equity Loan, the Senior Loan, the HMNI Loan, and the RAD Program Documents; and

BE IT FURTHER RESOLVED that upon the receipt of all required approvals from HUD, Dr. Hilary Lopez, or her designee, is individually authorized, on behalf of the Authority, to enter into and execute and deliver certain documents required to transfer leasehold ownership of the Project to the Owner and to document and effectuate the Authority Loans including, but not limited to, the Ground Lease and loan agreements memorializing the Authority Loans; and

BE IT FURTHER RESOLVED, that upon the receipt of all required approvals from HUD, including but not limited to the RAD approval, either Dr. Hilary Lopez, or her designee, is individually authorized to execute and deliver all documents relating to the provision of project-based vouchers to the Project including, but not limited to, the HAP Contracts; and

BE IT FURTHER RESOLVED, either Dr. Hilary Lopez, or her designee, is individually authorized, on behalf of the Authority, for itself and as a member of the Managing Member, to enter into, execute and deliver any and all documents as required by the Investor in connection with the Investor's Tax Credit Equity Contribution and investment in the Owner, including, but not limited to, the Purchase Option and Right of First Refusal Agreement, the Owner's Amended and Restated Operating Agreement, and the Unlimited Guaranty; and

BE IT FURTHER RESOLVED, either Dr. Hilary Lopez, or her designee, is individually authorized, on behalf of the Authority, to enter into that certain Management Agreement with the Owner in connection with the management of the Project; and

BE IT FURTHER RESOLVED, either Dr. Hilary Lopez, or her designee, is individually authorized, on behalf of the Authority, for itself and as a member of the Managing Member, to enter into, execute and deliver any and all documents as required by NHD or Zions in connection with the Senior Loan and the HMNI Loan, respectively, including but not limited to, the Environmental Indemnification Agreement, the Guaranty of Recourse Obligations, and Consent to Assignment and Subordination of Management Fees; and

BE IT FURTHER RESOLVED, that Dr. Hilary Lopez, or her designee, is hereby individually authorized to take any and all actions, execute any and all documents, instruments, and certificates, make any and all filings and reasonable expenditures and take any and all reasonable steps they may deem to be necessary, desirable or appropriate in order to carry out the purpose and intent of the foregoing resolutions in the name of and on behalf of the Authority for itself, or as a member of the Managing Member of the Owner. Any action by Dr. Hilary Lopez, or her designee, or any person or persons designated and authorized so to act by the Authority to do and perform, or cause to be done and performed, in name and on behalf of the Authority, for itself, or as a member of the Managing Member, in furtherance of the purposes hereunder is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED, that this Resolution becomes effective immediately.

ADOPTED THIS 23rd DAY OF JULY, 2024.

ATTEST:

CHAIRMAN

SECRETARY

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 6

July 23, 2024

SUBJECT: Discussion and possible approval of a \$1,000,000.00 predevelopment loan from Hudson HT LP to Hawk View, LLC, for the Hawk View Apartments rehabilitation project. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

Brinshore Development, LLC, has requested a \$1,000,000.00 predevelopment loan from Hudson HT LP to Hawk View, LLC. Proceeds from the loan will be used to cover predevelopment expenses associated with the Hawk View redevelopment project. Under the terms of the RHA's Development Agreement with Brinshore, Brinshore is responsible for paying all predevelopment costs excluding RHA's legal and development finance consultant charges.

This short-term loan, maturing by December 31, 2024, based on the anticipated financial closing for Hawk View will enable Brinshore to access the capital needed to support predevelopment expenses for this project along with its other cash needs. Developers routinely access predevelopment loans for transactions. The loan will be issued to Hawk View, LLC, the sole purpose owner entity for the project. While Brinshore Development, LLC, will be the guarantor for the loan, Hudson HT LP is requiring RHA to acknowledge and approve the loan as it is a member of Hawk View Manager, LLC, the managing member entity of Hawk View, LLC. The managing member entity is a party to the loan.

Loan documents have been reviewed by RHA's general and transaction counsel and their comments have been incorporated into the documents attached herein for reference. The documents consist of:

- Pre-Equity Loan and Security Agreement – Outlines the terms of the loan and its collateral
- Promissory Note – Documents the business terms of the loan in terms of maturity, interest rate, and other pertinent matters
- Unconditional Guaranty from Brinshore Development, LLC – Identifies Brinshore's repayment responsibilities
- Consent to Collateral Assignment – Provides consent to the loan.

Staff has discussed the loan with counsel, and it is believed there is a low probability of default given the short timeframe between Brinshore accessing the loan and the anticipated financial closing of Hawk View. The predevelopment loan will be repaid at financial closing. Brinshore and RHA are actively working to finalize project scope, budget, capital financing, relocation, and get any final HUD approval to complete financial closing in the near future and move to construction.

For these reasons, staff recommends the Board consent to the predevelopment loan and authority RHA's Executive Director to execute the loan documents acknowledging the loan for RHA and Hawk View Manager, LLC.

Staff Recommendation and Motion:

Staff recommends the Board consent to the predevelopment loan and authorize RHA's Executive Director to execute the loan documents acknowledging the loan for RHA and Hawk View Manager, LLC.

PRE-EQUITY LOAN AND SECURITY AGREEMENT

THIS PRE-EQUITY LOAN AND SECURITY AGREEMENT (this “Agreement”) is made and entered into as of _____, 2024, by and between (i) HUDSON HT LP, a Delaware limited partnership whose principal place of business is located at 630 Fifth Avenue, 28th Floor, New York, New York 10111 (“Lender”); (ii) HAWK VIEW, LLC, a Nevada limited liability company (“Borrower”); (iii) HAWK VIEW MANAGER, LLC, a Nevada limited liability company (“Managing Member”); and (iv) BRINSHORE DEVELOPMENT, L.L.C., an Illinois limited liability company (“Brinshore Developer” and the “Guarantor”).

Reference is hereby made to the following:

A. Lender is making a loan to Borrower, in the principal amount of up to One Million and 00/100 Dollars (\$1,000,000.00) (the “Loan”) as evidenced by the Promissory Note, of even date herewith, executed by Borrower in favor of Lender (the “Note”), for the purpose of enabling Borrower to pay approved pre-development costs associated with the “Property” (as hereinafter defined).

B. Managing Member is the sole member of Borrower.

C. The purpose of Borrower is to own, rehabilitate, maintain and operate a 150-unit multifamily apartment complex intended for rental to persons of low and moderate income, to be known as Hawk View Apartments, and located in Reno, Nevada (the “Property”).

D. Brinshore Developer will develop the Property.

E. Borrower has applied for and expects to receive tax exempt bond financing and an as-of-right allocation of 4% low-income housing tax credits with respect to the Property from the appropriate agency in the annual amount of \$3,750,417 (the “Allocation”).

F. In consideration of Lender making the Loan to Borrower, Borrower shall pay to Lender a non-refundable origination fee of \$10,000.

G. As security for the repayment of the Loan and all other amounts which may become payable by Borrower and/or the Guarantor pursuant to the “Loan Documents” (as defined in Section 3 hereof), and the performance by the Guarantor and Borrower of all of their obligations under the Loan Documents, Borrower, Managing Member and Brinshore Developer are willing to pledge to, and create a security interest in favor of Lender in the “Collateral” (as hereinafter defined).

Accordingly, in order to induce Lender to make the Loan, Borrower, Managing Member and Brinshore Developer hereby agree with Lender as follows:

1. Advances; Repayment of the Note.

(a) As of the date hereof, \$779,342.97 is being advanced under the Note.

(b) All additional advances under the Note shall be at Lender’s sole and absolute discretion pursuant to further due diligence.

(c) If demand for payment has not earlier been made to the extent provided in the Note and this Agreement, advances made under the Note may be repaid in whole or in part by Borrower at any time without premium, fee or penalty and shall be repaid by the Maturity Date (as such term is defined in the Note). Nothing in this paragraph or elsewhere in the Loan Documents shall limit the full, complete and sole discretion of Lender

to decide whether to invest in Borrower and to make demand for payment on the Note to the extent provided in the Note and this Agreement, and Borrower and the Guarantor shall at all times remain fully and personally liable for all amounts due to Lender under the Note and the other Loan Documents.

2. Pledge of Collateral. As security for the repayment of the Note and the performance of all other “Obligations” (as hereinafter defined), Borrower, Managing Member and Brinshore Developer, as appropriate, hereby:

(a) pledge, assign and deliver to Lender and grant to Lender a security interest in all of Borrower’s, Managing Member’s or Brinshore Developer’s rights and interests in the Allocation; and

(b) pledge, assign and deliver to Lender and grant to Lender a security interest in (i) all of Managing Member’s membership interest in Borrower and the proceeds and products thereof, including without limitation all distributions and other property, rights and interests that it is at any time entitled to receive on account of such interests; and (ii) all payments due or to be paid to Managing Member by Borrower, as fees, returns of capital, distributions, repayments of loans or advances or for any other purpose; and

(c) pledge, assign and deliver to Lender and grant to Lender a security interest in all of Brinshore Developer’s or any of its respective affiliates’ rights and interests in the payment of any development and overhead fees to be paid to them pursuant to any development agreement entered into or to be entered into with Borrower regarding the Property (the “Development Fees”).

The items referred to in clauses (a), (b) and (c) shall collectively be referred to herein as the “Collateral.” For purposes of the security interest granted hereunder and any foreclosure or other transfer by Lender hereunder, Borrower, Managing Member and Brinshore Developer, to the extent they are able to do so, hereby waive any restrictions on transferability and encumbrance of the Collateral or any portion thereof applicable to Borrower, Managing Member or Brinshore Developer.

3. Obligations Secured. The Collateral is pledged, assigned and transferred, and a security interest therein is granted to Lender as security for the payment and performance of any and all liabilities, indebtedness and obligations set forth in the Note, this Agreement, financing statements and in all other documents governing, securing and/or evidencing the Loan, including that certain Unconditional Guaranty made by the Guarantor for the benefit of Lender (collectively, the “Loan Documents”). The liabilities, indebtedness and obligations so secured are hereinafter referred to as the “Obligations.”

4. [Intentionally Omitted.]

5. Covenants, Representations and Warranties. Borrower, Managing Member and Brinshore Developer jointly and severally covenant, represent and warrant that:

(a) Ownership. The Collateral is and shall remain free and clear of any security interests, pledges, liens (except those that are bonded or insured over), encumbrances and restrictions on the transfer thereof other than those created pursuant to the Loan Documents and other than those created in favor of Lender or its affiliates. The Collateral includes all of the membership interests in Borrower owned by Managing Member, whether of record or beneficial, or direct or indirect, and no other ownership interests in Borrower are issued or outstanding.

(b) No Admission, Withdrawal, Sale or Other Disposition. So long as any Obligations remain outstanding, without the prior written consent of Lender: (i) neither Borrower, Managing Member nor Brinshore Developer will offer, sell, assign, transfer or otherwise dispose of, give any option or grant any consent with respect to, or further pledge, hypothecate, or in any manner whatsoever encumber the Collateral or any portion thereof or any interest therein or, in the case of Managing Member, withdraw from Borrower; and (ii) neither

Borrower, Managing Member nor Brinshore Developer will offer, sell, assign, transfer or otherwise dispose of, or give any option or grant any consent with respect to, or further pledge, hypothecate or in any manner whatsoever encumber the Property or such other property upon which the Property is or will be located, or any portion thereof or any interest therein, except as contemplated by the project financing arrangement heretofore disclosed to and approved by Lender.

(c) Authority. Borrower, Managing Member and Brinshore Developer each have the power and authority to enter into and perform the Loan Documents; each of the Loan Documents constitutes the legal, valid and binding obligation of each of the aforesaid parties and requires no approval or filing with any governmental authority which has not been obtained or performed; and the execution, delivery and performance of the Loan Documents by each of the aforesaid parties and the execution, delivery and performance of this Agreement and the related financing statements will not constitute a violation of or result in the breach of or constitute a default under any contract to which any of the aforesaid parties is a party or by which it is bound, or violate any law, judgment, decree or governmental order, rule or regulation applicable to the aforesaid parties.

(d) Financial Statements. Each of the most recent balance sheets of the Guarantor delivered to Lender is complete and correct in all material respects and presents fairly the financial position of the person or entity to which it relates as of the date thereof, and there has been no material adverse change in the condition, financial or otherwise, of said person or entity since the date as of which the aforementioned balance sheet related. The Guarantor will furnish Lender with such additional financial statements and other information respecting its or his respective financial condition as Lender may from time to time reasonably request.

(e) Place of Business. Each of the aforesaid parties maintains its place of business at the address set forth in Section 11 below, and will promptly notify Lender of any change in such address.

(f) Ownership of the Property. Borrower has the right to acquire a ground leasehold interest in the Property.

(g) Litigation, etc. No litigation or proceeding against Borrower or the Guarantor, nor any other litigation or proceeding directly affecting the Property, is pending or, to the knowledge of Borrower, Managing Member or Brinshore Developer, threatened before any court, administrative agency, or other governmental authority which would, if adversely determined, have a material adverse effect on Borrower, the Guarantor, or any of their businesses or the development, rehabilitation and/or operations of the Property.

(h) Tax Credits. Borrower has applied for and expects to receive tax-exempt bond financing and the Allocation from the appropriate agency, at which time the Allocation will be in full force and effect.

(i) Property. The Property is presently in compliance in all material respects with all applicable building, zoning, antipollution, hazardous substance, hazardous material, oil, environmental, health, safety or other laws, ordinances or regulations, and neither Borrower, Managing Member nor Brinshore Developer has received notification that the Property is in violation of any of the foregoing provisions, except for any non-compliance with respect to the foregoing which does not have or will not have a direct or indirect material adverse effect on the business or properties of Borrower, Managing Member or Brinshore Developer or their respective abilities to meet their obligations under any of the Loan Documents. Except as set forth in the environment reports delivered to Lender which Lender confirms having received, no inquiry, notice or threat to give notice by any governmental authority or third party has been received by Borrower, Managing Member or Brinshore Developer with respect to the generation, storage or disposal or release or threat of release of any hazardous substance, hazardous material or oil, or with respect to any violation of any federal, state or local environmental, health or safety statute or regulation.

(j) OFAC Compliance. Neither Borrower, Managing Member nor Brinshore Developer, nor any of their respective affiliates or principals appears on the Specially Designated Nationals and Blocked Persons

List of the Office of Foreign Assets Control of the United States Department of the Treasury or in the Annex to United States Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, nor are they otherwise a prohibited party under any anti-money laundering laws of the United States. For the avoidance of doubt, this representation shall not apply to any beneficial owners of Borrower, Managing Member or Brinshore Developer, or any of their affiliates or principals that are indirect beneficial owners as a result of their ownership in a publicly traded company.

6. Perfection of Security Interest in Collateral. Borrower, Managing Member and Brinshore Developer will, if requested, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments, including appropriate UCC-1 financing statements, and take all such action as Lender may reasonably deem necessary or advisable to carry out the intent and purposes of the Loan Documents, or for assuring and confirming to Lender the grant and perfection of its security interest in the Collateral.

7. Custody of Collateral. Lender shall have no duty or responsibility as to the collection or protection of the Collateral or any part thereof or any income thereon, or as to the preservation or perfection of any rights pertaining thereto or security interests therein.

8. Managing Member Acknowledgment. By its execution hereof, the Managing Member acknowledges and confirms the security interests created hereby and the rights to apply funds as set forth herein.

9. Indemnity. Borrower, Managing Member and Brinshore Developer will jointly and severally indemnify and save and hold Lender harmless from and against any and all claims, damages, loss, liability or judgments which may be incurred or sustained by Lender or asserted against Lender, directly or indirectly, in connection with (a) the existence of or the exercise of any of the security rights with respect to the Collateral and (b) any such claims, damages, loss, liability or judgments arising from or on account of any law, regulation, order, directive or judgment relating to environmental matters or hazardous substances. The covenants contained in this paragraph shall survive the termination of the other provisions of the Loan Documents.

10. Default and Remedies.

(a) The occurrence of any of the following events shall constitute an event of default (“Events of Default”):

(i) Borrower or the Guarantor shall fail to make any payment under the Note when due; or

(ii) any representation or warranty made by Borrower, Managing Member or Brinshore Developer in the Loan Documents or in any certificate, agreement, instrument or statement contemplated by or made or delivered pursuant to or in connection with the Loan Documents shall prove to have been incorrect in any material respect when made; or

(iii) Borrower, Managing Member or Brinshore Developer shall fail to perform or observe any other material term, covenant or agreement contained in the Loan Documents on its part to be performed or observed, and any such failure continues for a period of fifteen (15) days after written notice thereof shall have been given to Borrower, Managing Member or Brinshore Developer, as appropriate; or

(iv) if, for any reason (other than full satisfaction or written release by Lender) the Loan Documents shall cease to be valid and binding, and in full force and effect or Borrower, Managing Member or Brinshore Developer shall assert that it or he is not liable under the Loan Documents; or

(v) a judgment or order for the payment of money be rendered against Borrower or the Guarantor which would have a material adverse effect on Borrower or the Guarantor, its business or operations and such judgment or order shall continue unsatisfied and unstayed for a period of 90 days; or

(vi) if Borrower, Managing Member or Brinshore Developer files or consents to the filing of, or commences or consents to the commencement of, any proceeding, action, petition or filing under the Federal Bankruptcy Code or any similar state or federal law now or hereafter in effect relating to bankruptcy, reorganization or insolvency, or the arrangement or adjustment of debts (“Bankruptcy Proceeding”); or

(vii) if any Bankruptcy Proceeding shall have been filed against Borrower, Managing Member or Brinshore Developer and the same is not withdrawn, dismissed, canceled or terminated within 120 days of such filing; or

(viii) if Borrower, Managing Member or Brinshore Developer is adjudicated bankrupt or insolvent or a petition for reorganization of Borrower, Managing Member or Brinshore Developer is granted; or

(ix) if Borrower, Managing Member or Brinshore Developer, or any affiliate thereof, defaults under the Letter of Intent between The Housing Authority of the City of Reno and Hudson Housing Capital LLC dated May 22, 2024 (the “Letter of Intent”) and any such default continues for a period of fifteen (15) days after written notice thereof shall have been given to Borrower, Managing Member or Brinshore Developer, as appropriate; or

(x) if Borrower, Managing Member or Brinshore Developer shall make an assignment for the benefit of its creditors or shall admit in writing the inability to pay its debts generally as they become due; or

(xi) Borrower shall cause or permit an Event of Default under Section 11 of the Note.

(b) Upon the occurrence of an Event of Default in addition to any other rights it may have under the Loan Documents or otherwise, Lender shall have the following rights:

(i) Acceleration. Lender may, without notice to Borrower and the Guarantor, declare the entire unpaid principal amount of the Note, and all other amounts payable under the Loan Documents, to be forthwith due and payable without presentment, demand, protest or further notification of any kind, all of which are hereby expressly waived by Borrower and the Guarantor.

(ii) Sale of Collateral. Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in force in the State of Nevada, including without limitation, the right without demand or notice to Borrower, Managing Member or Brinshore Developer to collect, receive or take possession of the Collateral or any part thereof. Borrower and the Guarantor, jointly and severally, shall be liable for, and shall pay on demand, all expenses of retaking, holding, preparing for sale, sale, or the like, and all reasonable attorneys’ fees and other expenses actually incurred by Lender in connection with the collection of the Obligations and the enforcement of Lender’s rights under the Loan Documents, all of which expenses and fees shall constitute additional Obligations secured by the Loan Documents. Borrower, Managing Member and Brinshore Developer each will execute and deliver, or cause to be executed and delivered, such instruments, documents, assignments, waivers, certificates and affidavits and supply or cause to be supplied such further information and take such action as Lender shall reasonably require in connection with such sale.

(iii) Application of Proceeds. The proceeds of all collections, and any other monies, the application of which is not otherwise herein provided for, shall be applied as follows: First, to the payment of the costs and expenses of such collections, and the reasonable compensation of Lender and its counsel; Second, to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine; and

Third, to payment to Borrower, subject, however, to the rights of the holders of any then-existing lien of which Lender has actual notice.

(iv) Power of Attorney. Upon an Event of Default, each of Borrower, Managing Member and Brinshore Developer hereby appoints Lender its attorney-in-fact (the "Attorney") with full power of substitution (such power of attorney acknowledged to be coupled with an interest), (A) to arrange for the transfer of the Collateral or any part thereof on the books of Borrower, Managing Member and Brinshore Developer into the name of Lender or into the name of Lender's nominee, if, at any time following Lender's exercise of its rights hereunder, the Attorney shall, in its sole discretion, deem such a transfer to be desirable, and (B) to take any other action and execute any document or instrument, in the name of Borrower, Managing Member, Brinshore Developer or otherwise, which the Attorney may at any time deem necessary or appropriate, in its sole reasonable discretion, in order to protect Lender's security interest in the Collateral or any part thereof or to foreclose said security interest in accordance herewith or otherwise fulfill the obligations of Borrower, Managing Member and Brinshore Developer under the Loan Documents. Lender may at any time terminate the appointment of Lender as the Attorney hereunder and designate a successor Attorney hereunder, upon written notice to Borrower, Managing Member or Brinshore Developer, as the case may be, of the designation of such successor Attorney.

11. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed, postage prepaid, by overnight courier service, or by registered or certified mail, addressed in the case of Borrower, Managing Member and Brinshore Developer, to their addresses set forth below, and in the case of Lender to it at the address set forth above, or to such other address as either party may from time to time specify by like notice.

To Lender:

Hudson HT LP
c/o Hudson Housing Capital LLC
630 Fifth Avenue
New York, NY 10111
Attention: Joseph A. Macari

To Borrower or Managing Member:

c/o Brinshore Development, LLC
1603 Orrington Ave., Suite 450
Evanston, IL 60201
Attention: Richard Sciortino

and

c/o Housing Authority of the City of Reno
1525 East Ninth Street
Reno, NV 89512
Attention: Dr. Hilary Lopez

To Brinshore Developer:

c/o Brinshore Development, LLC
1603 Orrington Ave., Suite 450
Evanston, IL 60201
Attention: Richard Sciortino

Until such time as Bank of America, N.A. notifies Borrower that it no longer has a security interest in the Loan and the Loan Documents, any notice to Lender shall also be provided to Bank of America, N.A., at 225 Franklin Street, 2nd Floor, Mail Stop MA1-225-02-04, Boston, MA 02110, Attention: Michael Twomey.

12. Assignability. If any or all of the Obligations are assigned by Lender, this Agreement shall automatically be assigned therewith in whole or in part, as applicable, without the need of any express assignment and when so assigned, each party hereto shall be bound as set forth herein to the assignee(s) without in any manner affecting such party's liability hereunder for any part of the Obligations retained by Lender.

13. Miscellaneous. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada. Amendments of this Agreement may be made only in writing. Furthermore, compliance with any warranty, covenant, or condition herein set forth may be omitted or waived only in writing by Lender. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute but one and the same Agreement.

14. Letter of Intent. Borrower, Managing Member and Brinshore Developer acknowledge that their Obligations are independent from any party's obligations under the Letter of Intent, and repayment of the Loan is not contingent upon, in any way, the consummation of the transaction contemplated in the Letter of Intent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed under seal as of the date referred to above.

LENDER:

HUDSON HT LP

By: HUDSON HT GP LLC, its Managing Member

By: _____
Name: Robert J. Castano
Title: Authorized Signatory

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

BORROWER:

HAWK VIEW, LLC,
a Nevada limited liability company

By: Hawk View Manager, LLC,
a Nevada limited liability company
Its: Managing Member

By: Brinshore Development, L.L.C.,
an Illinois limited liability company
Its: Manager

By: Brint Development, Inc.,
an Illinois corporation
Its: Member

By: _____
Name: David Brint
Title: President

Reviewed and approved as to form and as an obligation of Hawk View, LLC, entered into by its Managing Member of which the undersigned is a Member. The Housing Authority of the City of Reno is not a Borrower hereunder.

By: Housing Authority of the City of Reno
Its: Member

By: _____
Name: Hilary Lopez
Title: Executive Director

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

MANAGING MEMBER:

HAWK VIEW MANAGER, LLC,
a Nevada limited liability company

By: Brinshore Development, L.L.C.,
an Illinois limited liability company
Its: Manager

By: Brint Development, Inc.,
an Illinois corporation
Its: Member

By: _____
Name: David Brint
Title: President

By: Housing Authority of the City of Reno
Its: Member

By: _____
Name: Hilary Lopz
Title: Executive Director

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

BRINSHORE DEVELOPER / GUARANTOR:

BRINSHORE DEVELOPMENT, L.L.C.,
an Illinois limited liability company

By: Brint Development, Inc.,
an Illinois corporation

Its: Member

By: _____
Name: David Brint
Title: President

PROMISSORY NOTE

\$1,000,000

As _____, 2024

1. For value received, **HAWK VIEW, LLC**, a Nevada limited liability company (hereinafter referred to as “Maker”), hereby promises to pay to the order of **HUDSON HT LP**, a Delaware limited partnership (together with any future holders of this Note, “Payee”), at its place of business located at 630 Fifth Avenue, 28th Floor, New York, New York 10111, or at such other place as Payee may designate in writing, the principal sum of up to One Million and 00/100 Dollars (\$1,000,000), or such much as has been disbursed from Payee to Maker (the “Loan”). Except as set forth herein, this Note shall accrue interest on the outstanding principal amount hereof at a rate equal to the thirty (30) day “BSBY Rate” plus 3.75%, compounding monthly, commencing on the date hereof using a three hundred sixty (360) day year. The initial interest rate measurement date shall be the date of this Note and shall adjust every thirty (30) days or on the first (1st) business day after the 30th day should the 30th day fall on a weekend or holiday. Such interest rate adjustment shall continue through the Maturity Date (as defined below). The Loan is secured pursuant to that certain Pre-Equity Loan and Security Agreement (the “Loan Agreement”) and that certain Unconditional Guaranty (the “Guaranty”), each of even date herewith. Capitalized terms not defined herein shall have the meaning set forth in the Loan Agreement.

2. Principal and accrued and unpaid interest shall be due in full on the earlier to occur of (i) the purchase of limited partnership or membership interests, as the case may be, in any operating entity which owns or controls that certain 150-unit multifamily apartment complex intended for rental to persons of low and moderate income, to be known as Hawk View Apartments, located in Reno, Nevada (the “Property”) by Payee, Hudson Housing Capital LLC, an affiliate thereof or any unrelated third party for the purpose of obtaining the benefit of the Low Income Housing Tax Credits generated by the Property and the receipt of a capital contribution for such purchase by such operating entity, (ii) the closing of a construction loan for the purpose of constructing the Property, or (iii) December 31, 2024 (such earlier date, the “Maturity Date”).

All principal and interest shall be payable in lawful money of the United States of America. Payment shall be deemed made at the time Payee receives such payment, subject to the condition subsequent that any check or similar instrument is honored as drawn on sufficient funds.

3. Maker shall have the right to prepay all or any portion of the principal hereof and any accrued interest at any time without premium or penalty.

4. Except as provided herein and to the extent permitted by applicable law, Maker, for itself and its legal representatives, successors and assigns, expressly waives presentment, protest, demand, notice of dishonor, notice of nonpayment, notice of maturity, notice of protest, presentment for the purpose of accelerating maturity, and diligence in collection.

5. If payment of principal and interest due hereunder is not paid upon the Maturity Date or when due upon acceleration in accordance with this Note, such unpaid amount shall bear interest from the due date until paid at a rate equal to 12% per annum; provided, however, the interest rate shall not be higher than the contract interest rate permitted by law.

6. Maker agrees to pay reasonable costs and expenses (including, without limitation, reasonable attorneys’ fees) actually incurred by Payee in connection with or related to any action taken to collect this Note, whether or not suit is brought.

7. No waiver or modification of any of the terms or provisions of this Note shall be valid or binding unless set forth in a writing signed by Maker and Payee, and then only to the extent therein specifically set forth.

8. This Note shall be governed, construed and interpreted in accordance with the laws of the State of Nevada applicable to contracts made and to be performed in such state.

9. Maker has the power and authority to enter into and perform its obligation under this Note and this Note constitutes the legal, valid and binding obligation of Maker and requires no approval or filing with any governmental authority which has not been obtained or performed; and the execution, delivery and performance of this Note by Maker will not constitute a violation of or result in the breach of or constitute a default under any contract to which Maker is a party or by which it is bound (including any letter(s) of intent or right of first refusal agreement(s) with any other low income housing tax credit equity investor), or violate any law, judgment, decree or governmental order, rule or regulation applicable to Maker.

10. No litigation or proceeding against Maker is pending or threatened before any court, administrative agency, or other governmental authority which would, if adversely determined, have a material adverse effect on Maker or any of its businesses.

11. The occurrence of any of the following events shall constitute an event of default (“Events of Default”):

- (i) Maker shall fail to make any payment under this Note when due; or
- (ii) any representation or warranty made by Maker hereunder shall prove to have been incorrect in any material respect when made; or
- (iii) Maker shall fail to perform or observe any other term, covenant or agreement contained herein on its part to be performed or observed, and any such failure continues for a period of fifteen (15) days after written notice thereof shall have been given to Maker; or
- (iv) if, for any reason (other than full satisfaction or written release by Payee) this Note shall cease to be valid and binding and in full force and effect or Maker shall assert that it is not liable hereunder; or
- (v) a judgment or order for the payment of money shall be rendered against Maker which would have a material adverse effect on Maker, its business or operations and such judgment or order shall continue unsatisfied and unstayed for a period of 90 days; or
- (vi) if Maker files or consents to the filing of, or commences or consents to the commencement of, any proceeding, action, petition or filing under the Federal Bankruptcy Code or any similar state or federal law now or hereafter in effect relating to bankruptcy, reorganization or insolvency, or the arrangement or adjustment of debts (“Bankruptcy Proceeding”); or
- (vii) if any Bankruptcy Proceeding shall have been filed against Maker and the same is not withdrawn, dismissed, canceled or terminated within 120 days of such filing; or
- (viii) if Maker is adjudicated bankrupt or insolvent or a petition for reorganization of Maker is granted; or
- (ix) if Maker shall make an assignment for the benefit of its creditors or shall admit in writing the inability to pay its debts generally as they become due; or
- (x) Maker shall cause or permit an Event of Default to occur under Section 10 of the Loan Agreement.

12. All notices required or permitted to be given hereunder shall be in writing and delivered, postage prepaid, by overnight courier service, or by registered or certified mail, addressed in the case of Maker to c/o Brinshore Development, LLC, 1603 Orrington Ave, Suite 450, Evanston, IL 60201, Attention: Richard Sciortino and c/o Housing Authority of the City of Reno, 1525 East Ninth Street, Reno, NV 89512, Attention: Dr. Hilary Lopez, and in the case of Payee to it at the address set forth above, or to such other address as either party may from time to time specify by like notice.

IN WITNESS WHEREOF, this Promissory Note has been executed as of the date first set forth above.

MAKER:

HAWK VIEW, LLC,
a Nevada limited liability company

By: Hawk View Manager, LLC,
a Nevada limited liability company

Its: Managing Member

By: Brinshore Development, L.L.C.,
an Illinois limited liability company

Its: Manager

By: Brint Development, Inc.,
an Illinois corporation

Its: Member

By: _____

Name: David Brint

Title: President

Reviewed and approved as to form and as an obligation of Hawk View, LLC, entered into by its Managing Member of which the undersigned is a Member. The Housing Authority of the City of Reno is not a Borrower hereunder.

By: Housing Authority of the City of Reno

Its: Member

By: _____

Name: Hilary Lopez

Title: Executive Director

UNCONDITIONAL GUARANTY

FOR VALUE RECEIVED, and in consideration for HUDSON HT LP, a Delaware limited partnership (the “Lender”), making a pre-equity loan in the principal amount of up to One Million and 00/100 Dollars (\$1,000,000.00) to Hawk View, LLC, a Nevada limited liability company (the “Borrower”), the undersigned BRINSHORE DEVELOPMENT, L.L.C., an Illinois limited liability company (the “Guarantor”) unconditionally and irrevocably guarantees all obligations (including the timely payment in full of all payment obligations) of Borrower under the Promissory Note (the “Note”) made by Borrower in favor of the Lender and the Pre-Equity Loan and Security Agreement (the “Loan Agreement”) by and among the Lender, Borrower, Hawk View Manager, LLC, a Nevada limited liability company, and Guarantor, each dated as of the date hereof (the Note and the Loan Agreement are hereinafter collectively referred to as the “Loan Documents”).

Guarantor covenants and agrees that neither its obligations to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Borrower, or any remedy for the enforcement thereof resulting from the operation of any present or future provision of the Bankruptcy Reform Act of 1978 or other statute, or from the decision of any court, nor shall such obligation or remedy for enforcement be impaired, modified, changed, released or limited in any manner by such event of bankruptcy.

Guarantor further covenants and agrees that the execution and delivery and the observance and performance of this Guaranty by said Guarantor does not and will not conflict with or result in a breach of the terms or provisions of any existing rule, regulation or order of any court or governmental body or of any indenture, agreement or instrument to which Guarantor is party, or by which it is bound, or to which it is subject, or constitute a default thereunder, and that this Guaranty has been duly executed and delivered by Guarantor and constitutes a valid and binding Guaranty enforceable in accordance with its terms.

This Guaranty is a guaranty of payment and not of collection and is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of the Loan Documents. Guarantor waives any right to require the Lender to (a) proceed against Borrower; (b) proceed against or exhaust any security held by Borrower; or (c) pursue any other remedy in the Lender’s power whatsoever. Guarantor agrees to waive any right of subrogation or reimbursement against Borrower, any right of subrogation against any collateral or security provided for in the Loan Documents and any right of contribution against any other guarantor or pledgor unless and until all amounts due by Borrower under the Loan Documents have been paid in full. To the extent Guarantor’s waiver of these rights of subrogation, reimbursement or contribution as set forth herein are found by a court of competent jurisdiction to be void or voidable for any reason, Guarantor agrees that all rights of subrogation and reimbursement against the Lender and all rights of subrogation against any collateral or security shall be junior and subordinate to the Lender’s rights against Borrower and to the Lender’s right, title and interest in such collateral or security, and all rights of contribution against any other guarantor or pledgor shall be junior and subordinate to the Lender’s rights against such other guarantor or pledgor.

This Guaranty shall not be subject to any reduction, limitation, impairment, revocation or termination for any reason (other than the indefeasible payment in full in cash of any indebtedness or performance of the obligations), including but not limited to any claim of waiver, release, surrender, alteration or compromise of any of the indebtedness, and shall not be subject to any defense or setoff, counterclaim, recoupment, revocation or termination whatsoever, whether by reason of the invalidity, illegality or unenforceability of the indebtedness, the obligations or otherwise. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty. Notwithstanding the foregoing, Guarantor shall be promptly provided with copies of any notices of default and/or demands for payment delivered to Borrower by the Lender pursuant to the terms of the Loan Documents.

It is expressly understood and agreed that this is a continuing guaranty, and that any claim made by Borrower against Guarantor pursuant to this Guaranty shall not preclude the Lender from making a claim against Guarantor for future payments. Any payment made by Guarantor pursuant to this Guaranty shall satisfy the obligation of Borrower to make such payment, as if Borrower had made such payment itself.

The obligation hereunder of Guarantor shall (i) be binding upon the Guarantor's successors and assigns, (ii) run to the benefit of any transferee or assignee of interests of the Lender, and (iii) survive the removal, withdrawal or Bankruptcy of Borrower. All rights, powers and remedies of the Lender hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Lender by law or in equity.

Guarantor represents that it has read the Loan Documents and such other documents given in connection therewith as it or he deems it necessary or desirable to read and that it or he understands the terms of the Loan Documents and this Guaranty and is competent to execute this Guaranty. If any provision of this Guaranty shall be held to be invalid or unenforceable either generally or as to any particular set of circumstances, all other provisions hereof shall nevertheless remain valid and enforceable in accordance with their terms.

If any clause or provision herein contained operates or would prospectively operate to invalidate this Guaranty in whole or in part, then such clauses and provisions only shall be held for naught as though not contained herein, and the remainder of the Guaranty shall remain operative and in full force and effect.

Guarantor further covenants that it shall execute and deliver such further instruments and do further acts and things as may be reasonably required to carry out the intent and purposes of this Guaranty, including, but not limited to, the execution of a document reaffirming all of Guarantor's payment obligations contained in this Guaranty for the benefit of any successor to the Lender.

Guarantor warrants having established with the Lender adequate means of obtaining, on an ongoing basis, such information as Guarantor may require concerning all matters bearing on the risk of nonpayment or nonperformance of the obligations. Guarantor assumes sole, continuing responsibility for obtaining such information from sources other than from the Lender. The Lender shall not have any duty to provide any information to Guarantor.

Guarantor hereby waives and agrees not to assert or take advantage of (1) all duty or obligation on the part of the Lender to perfect, protect, not impair, retain or enforce any security for the payment of any indebtedness or performance of any of the other obligations guaranteed hereby, or (2) the defense of the statute of limitations and all suretyship defenses and defenses in the nature thereof in any action hereunder or in any action for the collection of any indebtedness or the performance of any other obligations guaranteed hereby.

Guarantor's obligations hereunder shall terminate upon the satisfaction in full of all obligations of the Borrower (including the timely payment in full of all payment obligations) under the Loan Documents.

This Guaranty shall be construed and enforced in accordance with the laws of the State of Nevada.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Unconditional Guaranty as of _____, 2024.

GUARANTOR:

BRINSHORE DEVELOPMENT, L.L.C.,
an Illinois limited liability company

By: Brint Development, Inc.,
an Illinois corporation
Its: Member

By: _____
Name: David Brint
Title: President

CONSENT LETTER

_____, 2024

To: Bank of America, N.A.
225 Franklin Street, 2nd Floor
MA1-225-02-04
Boston, MA 02110
Attn: Michael Twomey

HUDSON HT LP, a Delaware limited partnership whose principal place of business is located at 630 Fifth Avenue, 28th Floor, New York, New York 10111 (“Lender”) has made a loan to HAWK VIEW, LLC, a Nevada limited liability company (“Borrower”), the owner of Hawk View Apartments, a project located in Reno, Nevada, as of the date hereof, which loan is evidenced and secured by the following (collectively referred to herein as the “Loan Documents”):

- (1) A promissory note in the principal amount of \$1,000,000 made by Borrower in favor of Lender (the “Note”); and
- (2) A Pre-Equity Loan and Security Agreement between the undersigned and Lender; and
- (3) An Unconditional Guaranty made for the benefit of Lender by Brinshore Development, L.L.C.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By executing this Consent Letter, the undersigned hereby consent to the collateral assignment by the Lender of its contract rights, rights and remedies under the Loan Documents to Bank of America, N.A. and to the delivery by Lender of the original of the Note, as endorsed by Lender, to Bank of America, N.A.

Very truly yours,

BORROWER:

HAWK VIEW, LLC,
a Nevada limited liability company

By: Hawk View Manager, LLC,
a Nevada limited liability company
Its: Managing Member

By: Brinshore Development, L.L.C.,
an Illinois limited liability company
Its: Manager

By: Brint Development, Inc.,
an Illinois corporation
Its: Member

By: _____
Name: David Brint
Title: President

Reviewed and approved as to form and as an obligation of Hawk View, LLC, entered into by its Managing Member of which the undersigned is a Member. The Housing Authority of the City of Reno is not a Borrower hereunder.

By: Housing Authority of the City of Reno
Its: Member

By: _____
Name: Hilary Lopez
Title: Executive Director

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

MANAGING MEMBER:

HAWK VIEW MANAGER, LLC,
a Nevada limited liability company

By: Brinshore Development, L.L.C.,
an Illinois limited liability company
Its: Manager

By: Brint Development, Inc.,
an Illinois corporation
Its: Member

By: _____
Name: David Brint
Title: President

By: Housing Authority of the City of Reno
Its: Member

By: _____
Name: Hilary Lopez
Title: Executive Director

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

BRINSHORE DEVELOPER / GUARANTOR:

BRINSHORE DEVELOPMENT, L.L.C.,
an Illinois limited liability company

By: Brint Development, Inc.,
an Illinois corporation

Its: Member

By: _____
Name: David Brint
Title: President

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 7

July 23, 2024

SUBJECT: Discussion and possible action to approve Plenium Builders' Guaranteed Maximum Price Proposal for the John McGraw Court Rehabilitation Project in the amount of \$3,879,457. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

Plenium Builders was selected as Construction Manager at Risk (CMAR) for the John McGraw Court Rehab project through a competitive RFQ process in the fall of 2023. The Board approved entering into a preconstruction services contract for the project in September 2023 for \$7,000. The pre-construction services included collaborating with the design team during the design phase, offering project review and consultation services, conducting value analysis, managing scheduling, logistics, phasing, and providing a guaranteed maximum price (GMP) for the project. This pre-construction services contract does not obligate RHA to enter into a construction contract.

Plenium Builders has worked diligently with the project's design team since being awarded the contract. Following the completion of the plan set, they gathered competitive bids from all required trades to create a GMP. They reviewed the draft GMP with RHA's Development Department to identify potential cost savings and budget items that needed an additional round of bids to secure a more competitive price. At this point, the project scope has been finalized and competitive bids have been secured.

The project's proposed GMP is \$3,879,457. This price includes the costs for labor, materials, equipment, and other direct costs, as well as Plenium's overhead and profit. The GMP is also based on all currently known conditions and includes a certain amount of contingency funds in the case of unforeseen circumstances arising during construction. Please note, while this will decrease the need for change orders, it will not eliminate change orders entirely. Additionally, the project's soft costs, such as architect & engineering, permits, and temporary resident relocation, are not part of the GMP. The total project budget is \$4,864,197. RHA has secured adequate financing for this project budget and is ready to move forward with the project. The proposed GMP and the project's Sources and Uses have been included with this staff report.

RHA is seeking approval from the Board of Commissioners of Plenium Builders' proposed GMP (\$3,879,457). Following the approval of the GMP, Plenium will transition into the construction phase of the project. This will begin with finalizing contracts with all subcontractors and purchasing materials in order to meet an anticipated construction start date of October 1, 2024.

John McGraw Court Rehab

Sources & Uses

Permanent Sources	Amount	Uses	Amount
HMNI Funds	\$ 3,871,000	Hard Cost	\$ 3,879,457
NV Energy Rebate	\$ 150,000	Soft Cost	\$ 816,407
HUD Capital Funds	\$ 843,197	Fees/Reserves	\$ 168,333
Total	\$ 4,864,197		\$ 4,864,197

Staff Recommendation and Motion:

Staff recommends that the Board of Commissioners motion to approve Plenium Builders' proposed Guaranteed Maximum Price of \$3,879,457 for the John McGraw Court Rehab project and authorize Executive Director, Hilary Lopez, Ph.D., to sign and execute all required documents related to the construction phase of the project.



July 10, 2024

Reno Housing Authority
 John McGraw Ct. & Silver Sage

GMP Proposal

GMP Proposal Summary

	John McGraw	Silver Sage
General Conditions	193,890	106,865
Cost of the Work	3,208,651	1,739,411
1% General Liability Insurance	34,025	18,463
1% Builder's Risk Insurance	34,025	18,463
2% Overhead & 6% CMAR Fee	273,564	148,441
Performance & Payment Bond	22,308	12,870
Sub-Total	\$3,766,463	\$2,063,803
3% CMAR Contingency	112,994	61,335
TOTAL	\$3,879,457	\$2,105,848

Alternate Adds Summary (w/o markups)

	John McGraw	Silver Sage
Replace Bark Mulch w/ 50% DG / 50% River Rock	46,192	In JM
Refresh Existing Bark w/ 4" Top Dressing	37,400	In JM

Schedule

- GMP Schedule dated 7/1/24 prepared by Plenium Builders (2 pages)
 - Multi-phased 12 months; 9/30/24 Mobilize to 9/29/25 final Completion
 - Long Lead / Procurement items:
 - Cabinets & Countertops – A notice to proceed is needed by 7/12/24 for Cabinets and Countertops to meet the project schedule
- See separate Qualifications / Scope of Work document dated 7/1/24 prepared by Plenium Builders (Pages 1 – 6)

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
01000		GENERAL CONDITIONS			
	01310	PROJECT MANAGEMENT		/MO	41,650
	01312	FIELD PERSONNEL		/MO	152,240
		GENERAL CONDITIONS		/MO	193,890
02000		SITWORK			
	02010	SWPPP			
		Concrete Waste Washout Dumpster	4.00 EA	295.00 /EA	1,180
		SWPPP Maintenance	8.00 MO	600.00 /MO	4,800
		Street Sweeping	8.00 MO	500.00 /MO	4,000
		Dust Control	4.00 MO	250.00 /MO	1,000
		SWPPP		/SF	10,980
	02050	SITE WORK			
		Site Work Bid - includes demo, paving, earthwork, water dist	1.00 LS	352,205.74 /LS	352,206
		Connex Storage	1.00 EA	325.00 /EA	325
		SITE WORK		/SF	352,531
	02225	SELECTIVE DEMOLITION			
		Selective Demolition	1.00 LS	194,920.00 /LS	194,920
		Continuous Cleanup	34.00 WK	2,200.00 /WK	74,800
		Dumpsters	16.00 EA	650.00 /EA	10,400
		Safety Director	34.00 WK	170.00 /WK	5,780
		Scheduler	34.00 WK	230.00 /WK	7,820
		SELECTIVE DEMOLITION		/SF	293,720
	02510	WATER DISTRIBUTION			
		Temp Water	8.00 MO	150.00 /MO	1,200
		WATER DISTRIBUTION		/SF	1,200
	02820	FENCES & GATES			
		Temp Construction Chain Link	887.00 LF	5.95 /LF	5,278
		FENCES & GATES		/SF	5,278
	02905	LANDSCAPE SUBCONTRACT			
		Landscape Mulch & Irrigation	1.00 LS	140,127.00 /LS	140,127
		LANDSCAPE SUBCONTRACT		/SF	140,127
	02995	SITE CONCRETE			
		Site Concrete Bid	1.00 LS	83,731.00 /LS	83,731
		SITE CONCRETE			83,731
		SITWORK		/SF	887,566
06000		WOOD & PLASTICS			
	06105	ROUGH CARPENTRY			
		Rough Carpentry - Backing & Blocking	18,116.00 SF	1.67 /SF	30,288
		Small Tools	8.00 MO	1,100.00 /MO	8,800
		ROUGH CARPENTRY		/SF	39,088
	06165	SIDING			
		Door & Window Trim	2,822.00 LF	7.18 /LF	20,264
		Door & Window Trim	150.00 LF	7.18 /LF	1,077
		Door & Window Trim	238.00 LF	7.18 /LF	1,709
		SIDING			23,050
	06400	FINISH CARPENTRY			
		Wood Base Trim	6,552.00 LF	3.75 /LF	24,570
		Interior Door Casing	2,380.00 LF	6.00 /LF	14,280
		Interior Window Sill	1,120.00 LF	6.00 /LF	6,720
		FINISH CARPENTRY			45,570
	06410	CABINETS			
		Cabinet Bid - Sub	1.00 LS	189,993.00 /LS	189,993
		CABINETS		/SF	189,993
	06415	COUNTER TOPS			
		Countertops	1.00 LS	58,015.00 /LS	58,015
		COUNTER TOPS		/SF	58,015
		WOOD & PLASTICS		/SF	355,715
07000		THERMAL/MOISTURE PROTECT			
	07310	SHINGLES			
		R & R Roofing Composite shingles includes demo, gutters & downspouts	1.00 LS	292,486.00 /LS	292,486
		SHINGLES		/SF	292,486
	07840	FIRESTOPPING			
		Firestopping	1.00 LS	5,250.00 /LS	5,250
		FIRESTOPPING		/SF	5,250
	07920	JOINT SEALANTS			
		Window Caulking	2,300.00 LF	1.85 /LF	4,255
		Door Frame & casing Caulking	5,746.00 LF	1.13 /LF	6,490
		Wood base Caulking	6,522.00 LF	0.98 /LF	6,359
		Cabinets & Counter Caulking	964.00 LF	2.43 /LF	2,346
		JOINT SEALANTS		/SF	19,449
		THERMAL/MOISTURE PROTECT		/SF	317,185
08000		DOORS & WINDOWS			

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
	08005	DOOR BID			
		Door & Hardware Bid	1.00 LS	69,130.00 /LS	69,130
		DOOR BID		/EA	69,130
	08570	CLAD WINDOWS			
		Vinyl Windows Bid W/ install	1.00 LS	153,285.00 /LS	153,285
		First Aid Supplies	4.00 MO	100.00 /MO	400
		Safety Equipment	4.00 MO	225.00 /MO	900
		Safety Equipment PPE	4.00 MO	55.00 /MO	220
		CLAD WINDOWS			154,805
		DOORS & WINDOWS		/SF	223,935
09000		FINISHES			
	09250	GYPSUM WALL BOARD			
		R & R Drywall Walls @ Backing Windows	7,215.00 SF	5.00 /SF	36,075
		GYPSUM WALL BOARD		/SF	36,075
	09650	RESILIENT FLOORING			
		Temporary Protection	17,830.00 SF	0.25 /SF	4,458
		Resilient Flooring Bid	1.00 LS	116,577.00 /LS	116,577
		RESILIENT FLOORING		/SF	121,035
	09910	PAINTING			
		Paint Bid	1.00 LS	193,823.00 /LS	193,823
		Temporary Heat	1.00 LS	10,000.00 /LS	10,000
		Finish Clean-up	18,116.00 SF	0.50 /SF	9,058
		PAINTING		/SF	212,881
		FINISHES		/SF	369,991
10000		SPECIALTIES			
	10430	EXTERIOR SIGNAGE			
		Exterior Address Letters	32.00 EA	115.32 /EA	3,690
		Exterior Address Letters	2.00 EA	115.32 /EA	231
		Exterior Address Letters	1.00 EA	115.32 /EA	115
		Monument Signage Allowance	1.00 EA	5,000.00 /EA	5,000
		Project Construction Signage	1.00 LS	2,500.00 /LS	2,500
		EXTERIOR SIGNAGE		/SF	11,536
	10810	TOILET ACCESSORIES			
		Toilet Accessories Bid	1.00 LS	27,109.00 /LS	27,109
		TOILET ACCESSORIES		/SF	27,109
		SPECIALTIES		/SF	38,645
11000		EQUIPMENT			
	11450	RESIDENTIAL EQUIPMENT			
		Appliance Bid	1.00 LS	77,386.00 /LS	77,386
		RESIDENTIAL EQUIPMENT		/SF	77,386
		EQUIPMENT		/SF	77,386
12000		FURNISHINGS			
	12490	WINDOW TREATMENTS			
		Blinds Bid	1.00 LS	28,697.00 /LS	28,697
		WINDOW TREATMENTS		/SF	28,697
		FURNISHINGS		/SF	28,697
15000		MECHANICAL			
	15100	PLUMBING			
		Plumbing Bid - Includes demo, heaters, caulking, piping, fixtures	1.00 LS	511,271.00 /LS	511,271
		Chemical Toilets (1/10 mo) 4*2	48.00 MO	225.00 /MO	10,800
		Ice Cups & Watet	13.00 WK	25.00 /WK	325
		PLUMBING		/SF	522,396
	15510	HVAC			
		HVAC Bid - Includes demo & furnace replacement, exhaust fans	1.00 LS	66,231.00 /LS	66,231
		HVAC		/SF	66,231
		MECHANICAL		/SF	588,627
16000		ELECTRICAL			
	16010	ELECTRICAL			
		Electrical Bid	1.00 LS	308,145.00 /LS	308,145
		Temp Light& Power	18,116.00 SF	0.50 /SF	9,058
		Project set up / ISP / Trailers	1.00 EA	2,500.00 /EA	2,500
		Monthly Internet	8.00 MO	150.00 /MO	1,200
		ELECTRICAL		/SF	320,903
		ELECTRICAL		/SF	320,903

Estimate Totals

Description	Amount	Totals	Rate
Labor	343,043		
Material	65,719		
Subcontract	2,989,669		
Equipment	4,110		
Other			
	<u>3,402,541</u>	3,402,541	
General Liability	34,025		1.000 %
Builders Risk	34,025		1.000 %
Overhead	69,412		2.000 %
CMAR Fee	<u>204,152</u>		6.000 %
	341,614	3,744,155	
P & P Bond	<u>22,308</u>		
	22,308	3,766,463	
CMAR Contingency	<u>112,994</u>		3.000 %
	112,994	3,879,457	
Total		3,879,457	

DIV 01 – GENERAL CONDITIONS

- 1) Full-Time Superintendent
- 2) Part-Time Project Management
- 3) Part-Time Project Administration
- 4) Weekly Safety Director review
- 5) Scheduling services

DIV 02 – SITEWORK

- 1) SWPPP
- 2) Removal of all asphalted drive areas
- 3) Sawcut & removal of selected sidewalk & curbing areas for improvements.
- 4) Install ADA compliant sidewalk/curbs/pavement access ramps
- 5) Install cross drainage at selected areas of sidewalks
- 6) 3" Type 3 Asphalt paving over 6" aggregate base (assumes there is 6" aggregate base existing to be fine graded before repaving)
- 7) Striping, paint red curbs
- 8) Wheel stops
- 9) Replace domestic water services w/ new backflow device in grade box with connections to existing meters. Run new HDPE piping into units for service.
- 10) Tree Removal
- 11) Enhance landscaping with additional plantings & mulch areas
- 12) Irrigation
- 13) Protect existing mulch in place (DC, ¾" crushed rock, river rock 8" minus frock rock and bark mulch)
- 14) Sod
- 15) 60 days landscape maintenance and 1yr warranty on landscape and irrigation
- 16) Paver patio at Clubhouse on 6" aggregate base and 1" bedding sand
- 17) Site Amenities – Trash Receptacle, Bench, Picnic Table, 16'x18' metal pergola
- 18) ALTERNATES
 - a. ADD \$46,192 (w/o markups) – Replace Bark Mulch with 50% DG / 40% River Rock
 - b. ADD \$37,400 (w/o markups) – Refresh Existing Bark w/ 4" top dressing
- 19) EXCLUSIONS
 - a. Replacement of or new parking signage
 - b. Tree Trimming (will need to be done for roofing work)
 - c. Geotech Report (none provided)
 - d. Portable Propane BBQ (to be selected and provided by Owner)

DIV 03 – CONCRETE

- 1) Sidewalk patches for water lines
- 2) New ADA ramps and sidewalks with cross drains
- 3) EXCLUSIONS

- a. Concrete repairs not shown on drawings
- b. Porch repairs (Owner to carry allowance)

DIV 04 – MASONRY

- 1) N/A

DIV 05 – METALS

- 1) N/A

DIV 06 – CARPENTRY

- 1) Misc backing for specialty & cabinetry items.
- 2) New exterior door & window trim (painted).
- 3) New interior ½" x 3-1/2" MDF base trim at living, kitchen & bedroom (painted).
- 4) New interior MDF door casing throughout (painted).
- 5) New interior MDF window sill (painted)
- 6) New kitchen & bathroom cabinets Lanz Euroscapes Collection, with quartz countertops Arizona Tile Della Terra Quartz 3CM slab (in lieu of 2CM w/ 1-1/2" laminated edge) & 4" backsplash
 - a. No plywood subtop required for 3CM
- 7) New wall-mounted shelving at laundry area in bathroom (Silver Sage)
 - a. Repaint existing at John McGraw
- 8) New pantry shelving & shelf w/ rod at kitchen pantry
 - a. Repaint existing at John McGraw
- 9) New shelf & rod at bedroom closet
 - a. Repaint existing at John McGraw
- 10) EXCLUSIONS
 - a. Repairs to roof sheathing (Owner to carry allowance)
 - b. Repairs to floor sheathing (Owner to carry allowance)
 - c. Repairs to building framing (Owner to carry allowance)
 - d. Repairs to siding and trim other than new window & door trim (Owner to carry allowance)

DIV 07 – THERMAL & MOISTURE PROTECTION

- 1) Roofing
 - a. New 30yr composite shingles over 30# felt underlayment
- 2) Joint Sealants / Caulking
 - a. Misc requirements for misc firestopping of penetrations in floors & walls as needed

- b. Misc. sealing of new cabinetry & trim
- 3) Gutters & Downspouts
 - a. Provide prefinished gutters & downspouts along the building entry side of the roof
- 4) EXCLUSIONS
 - a. Building insulation (existing blown-in attic insulation is already R49 depth)
 - b. Roof snow jacks or snow fences
 - c. Ice and snow melt systems
 - d. Heat trace cabling

DIV 08 – DOORS & WINDOWS

- 1) Wood doors and frames
 - a. Repaint existing exterior entry & furnace room doors
 - b. Remove screen/storm doors from all units (excludes replacement)
 - c. Provide new flush panel Hollow Core doors with applicable high grade residential hinges & latchsets (RFI #8)
- 2) Windows
 - a. Replace all windows with Milgard V150 vinyl windows.
 - b. Remove window trim.
 - c. Cut out existing window leaving behind nail fin.
 - d. Install new window set in caulking with fin over existing siding.
 - e. Flash with flexible flashing
 - f. Install new window trim

DIV 09 – FINISHES

- 1) Drywall
 - a. Patching of drywall at new backing locations and windows.
 - b. EXCLUDES general patching of tenant damage in units (Owner to carry allowance)
- 2) Resilient Flooring
 - a. Complete replacement of underlayment with ¼” Halex per structural specification (Silver Sage only, John McGraw will use existing underlayment)
 - b. Provide new LVT, Shaw Reside 12 mil throughout
 - c. Provide Burke Mercer 4” base at bathrooms
- 3) Painting
 - a. Repaint all gypboard surfaces
 - b. Paint all interior trim
 - c. Paint closet shelving
 - d. Repaint exterior siding, trim, eaves, soffit, fascia, doors, frames
 - e. Repaint exterior railings, bollards, curbs

DIV 10 – SPECIALTIES

- 1) Provide new unit address numbers
 - 2) Allowance for new monument signage; \$5,000 each project
 - 3) Provide new toilet accessories for unit bathrooms.
 - a. Mirror
 - b. TP holder
 - c. Robe Hook
 - 4) ADA accessories at ADA units only.
 - 5) EXCLUDES fire extinguishers (none shown)
-

DIV 11 – EQUIPMENT

- 1) Furnish and install refrigerator, electric range w/room-vented hood.
 - 2) Unit washer / dryer to be OFOI.
-

DIV 12 – FURNISHINGS

- 1) Furnish and install vinyl mini-blinds as all windows.
-

DIV 13 – SPECIAL CONSTRUCTION

- 1) N/A
-

DIV 14 – ELEVATORS

- 1) N/A
-

DIV 15 – MECHANICAL

- 1) Plumbing
 - a. Provide new main domestic water service from exterior
 - b. Provide unit service branch lines in crawl space w/ unit shutoff valve, and connection to existing piping.
 - c. Install all new fixtures in the unit, including toilet, lavatory, kitchen sink, and single piece 'roll-in' shower unit. Provide new hardware & trim.
 - d. Roll-in shower unit per specification to include all accessories (surface mount soap dispenser, shower rod, shower curtain, water dam, shower head and valve, shower drain). At ADA unit provide ADA shower seat and grab bars.
 - e. Provide new instantaneous water heaters to Silver Sage Units and Building C
-

- f. Provide drywell for condensate drainage
- 2) HVAC
 - a. Provide new furnace & air conditioning units w/ condenser to the Silver Sage units, and Building C. Utilize existing thermostats.
 - b. Provide new bathroom exhaust fans.
- 3) EXCLUSIONS
 - a. Fire Sprinkler System (not required)
 - b. Furnaces w/ AC & water heaters at all John McGraw units

DIV 16 – ELECTRICAL

- 1) Demo & replace all devices including outlets, light switches, and datacom outlets
- 2) Demo & replace all light fixtures
- 3) Provide ArcFault CB revisions to unit panels.
- 4) Provide replacement of smoke detectors/CO2 detectors.
- 5) Provide Ceiling Fan/light fixture combinations for living & bedrooms
- 6) Provide replacement exterior wall Pack fixtures at buildings
- 7) Provide new street lighting fixture heads on existing poles

GENERAL QUALIFICATIONS

- 1) PROPOSAL
 - a. This estimate is based on prequalified subcontractor bids. See Subcontractor bid invite list for participation.
- 2) CONTRACT
 - a. Proposal is based on utilization of AIA A102 Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- 3) SCHEDULE
 - a. GMP Schedule dated 7/1/24 prepared by Plenum Builders (2 pages)
 - i. Multi-phased 12 months; 9/30/24 Mobilize to 9/29/25 final Completion
 - ii. Long Lead / Procurement items:
 - 1. Cabinets & Countertops – A notice to proceed is needed by 7/12/24 for Cabinets and Countertops to meet the project schedule
- 4) CONTINGENCY
 - a. The Owner acknowledges that the cost estimating process is not exact, and therefore, the CMAR's Contingency included in the Construction GMP is to adjust the estimate for quantity and price estimating inaccuracies, and other eventualities which have not been taken into precise account in the establishment of the Construction GMP, including, but not limited to (a) unfavorable bidding from trade contractors, due to market conditions, price increases, lack of competition, and other variables; (b) contract default in payment or performance by a Subcontractor or supplier; (c) costs of corrective work not provided for elsewhere; (d) the cost of minor architectural errors or omissions by the Architect and/or Engineers which, based on

industry standards, should have been included by General Contractor which result in an increase of the Contractor's Work, without increasing the Construction GMP. The CMAR's Contingency shall not be used for any changes in the Contractor's Work either by direction of Architect or Owner or for the correcting of errors and omissions in the project drawings which requires added project work or for unforeseen conditions, including the effects of soil conditions, or for winter protection, overtime, or conditions mandated by any governmental agency.

- 5) INSURANCE
 - a. Plenum Builders includes General Liability, Workman's Comp and Auto Insurance
 - b. Plenum Builders includes project-specific Builder's Risk Insurance to cover the work during the course of construction.
- 6) DOCUMENTS
 - a. Silver Sage
 - i. See attached log.
 - b. John McGraw Court
 - i. See attached log.

GENERAL EXCLUSIONS

- 1) Building Department plan check and permit fees
- 2) PLAN CHECK INITIATED CHANGES
- 3) Water & sewer connection fees & assessments
- 4) Gas & power application & service fees
- 5) Monthly utility bills
- 6) Hazardous materials testing & abatement
- 7) Design & Engineering fees
- 8) 3rd-Party owner-provided testing and inspections as required by Washoe County
- 9) Weather-related delays
- 10) Owner Contingency
- 11) Corrections for ADA not specifically shown
- 12) Structural Sheets S001, S002, S003, S101, S102, S501, (Temporary shoring of foundation, new floor joists, new footings, exterior wall straightening, new exterior walls)
- 13) Mail boxes
- 14) Railings
- 15) Unforeseen conditions

ALTERNATES RE-CAP w/out Markups

1. ADD \$46,192 (w/o markups) – Replace Bark Mulch with 50% DG / 40% River Rock
2. ADD \$37,400 (w/o markups) – Refresh Existing Bark w/ 4" top dressing

ALLOWANCES RE-CAP w/out Markups

1. \$5,000 Silver Sage Monument Signage
2. \$5,000 John McGraw Monument Signage

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 8

July 23, 2024

SUBJECT: Discussion and possible action to approve Plenium Builders' Guaranteed Maximum Price Proposal for the Silver Sage Apartments Rehabilitation Project in the amount of \$2,105,848. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

Plenium Builders was selected as Construction Manager at Risk (CMAR) for the Silver Sage Court Rehab project through a competitive RFQ process in the fall of 2023. The Board approved entering into a preconstruction services contract for the project in September 2023 for \$3,000. The pre-construction services included collaborating with the design team during the design phase, offering project review and consultation services, conducting value analysis, managing scheduling, logistics, phasing, and providing a guaranteed maximum price (GMP) for the project. This pre-construction services contract does not obligate RHA to enter into a construction contract.

Plenium Builders has worked diligently with the project's design team since being awarded the contract. Following the completion of the plan set, they gathered competitive bids from all required trades to create a GMP. They reviewed the draft GMP with RHA's Development Department to identify potential cost savings and budget items that needed an additional round of bids to secure a more competitive price. At this point, the project scope has been finalized and competitive bids have been secured.

The project's proposed GMP is \$2,105,848. This price includes the costs for labor, materials, equipment, and other direct costs, as well as Plenium's overhead and profit. The GMP is also based on all currently known conditions and includes a certain amount of contingency funds in the case of unforeseen circumstances arising during construction. Please note, while this will decrease the need for change orders, it will not eliminate change orders entirely. Additionally, the project's soft costs, such as architect & engineering, permits, and temporary resident relocation, are not part of the GMP. The total project budget is \$2,629,000. RHA has secured adequate financing for this project budget and is ready to move forward with the project. The proposed GMP and the project's Sources and Uses have been included with this staff report.

RHA is seeking approval from the Board of Commissioners of Plenium Builders' proposed GMP (\$2,105,848). Following the approval of the GMP, Plenium will transition into the construction phase of the project. This will begin with finalizing contracts with all subcontractors and purchasing materials in order to meet an anticipated construction start date of October 1, 2024.

Silver Sage Court Rehab

Sources & Uses

Permanent Sources	Amount	Uses	Amount
HMNI Funds	\$ 1,629,000	Hard Cost	\$ 2,105,848
HOME Funds	\$ 1,000,000	Soft Cost	\$ 435,933
		Fees/Reserves	\$ 87,219
Total	\$ 2,629,000		\$ 2,629,000

Staff Recommendation and Motion:

Staff recommends that the Board of Commissioners motion to approve Plenium Builders' proposed Guaranteed Maximum Price of \$2,105,848 for the Silver Sage Court Rehab project and authorize Executive Director, Hilary Lopez, Ph.D., to sign and execute all required documents related to the construction phase of the project.



July 10, 2024

Reno Housing Authority
John McGraw Ct. & Silver Sage

GMP Proposal

GMP Proposal Summary

	John McGraw	Silver Sage
General Conditions	193,890	106,865
Cost of the Work	3,208,651	1,739,411
1% General Liability Insurance	34,025	18,463
1% Builder's Risk Insurance	34,025	18,463
2% Overhead & 6% CMAR Fee	273,564	148,441
Performance & Payment Bond	22,308	12,870
Sub-Total	\$3,766,463	\$2,063,803
3% CMAR Contingency	112,994	61,335
TOTAL	\$3,879,457	\$2,105,848

Alternate Adds Summary (w/o markups)

	John McGraw	Silver Sage
Replace Bark Mulch w/ 50% DG / 50% River Rock	46,192	In JM
Refresh Existing Bark w/ 4" Top Dressing	37,400	In JM

Schedule

- GMP Schedule dated 7/1/24 prepared by Plenium Builders (2 pages)
 - Multi-phased 12 months; 9/30/24 Mobilize to 9/29/25 final Completion
 - Long Lead / Procurement items:
 - Cabinets & Countertops – A notice to proceed is needed by 7/12/24 for Cabinets and Countertops to meet the project schedule
- See separate Qualifications / Scope of Work document dated 7/1/24 prepared by Plenium Builders (Pages 1 – 6)

Group	Phase	Description	Takeoff Quantity	Sub Name	Total Cost/Unit	Total Amount
01000		GENERAL CONDITIONS				
	01310	PROJECT MANAGEMENT				
		Project Manager	4.00 MO		4,766.30 /MO	19,065
		Project Engineer	4.00 MO		800.00 /MO	3,200
		Project Administrator	4.00 MO		440.00 /MO	1,760
		Scheduler	4.00 MO		1,000.00 /MO	4,000
		Safety Director	4.00 MO		680.00 /MO	2,720
		PROJECT MANAGEMENT			/MO	30,745
	01312	FIELD PERSONNEL				
		Project Superintendent	4.00 MO		19,030.00 /MO	76,120
		FIELD PERSONNEL			/MO	76,120
		GENERAL CONDITIONS			/MO	106,865
02000		SITWORK				
	02010	SWPPP				
		Concrete Waste Washout Dumpster	2.00 EA		295.00 /EA	590
		SWPPP Maintenance	2.00 MO		600.00 /MO	1,200
		Street Sweeping	4.00 MO		500.00 /MO	2,000
		Dust Control	2.00 MO		1,500.00 /MO	3,000
		SWPPP			/SF	6,790
	02050	SITE WORK				
		Site Work Bid - includes earthwork, water dist, paving, demo	1.00 LS	FW Carson	114,390.26 /LS	114,390
		Connex Storage	1.00 EA		325.00 /EA	325
		SITE WORK			/SF	114,715
	02225	SELECTIVE DEMOLITION				
		Selective Demolition	1.00 LS	QDC	85,075.00 /LS	85,075
		Continuous Cleanup	17.00 WK		2,200.00 /WK	37,400
		Dumpsters	8.00 EA		600.00 /EA	4,800
		SELECTIVE DEMOLITION			/SF	127,275
	02510	WATER DISTRIBUTION				
		Temp Water	3.00 MO		150.00 /MO	450
		WATER DISTRIBUTION			/SF	450
	02820	FENCES & GATES				
		Temp Construction Chain Link	870.00 LF		5.95 /LF	5,177
		FENCES & GATES			/SF	5,177
	02905	LANDSCAPE SUBCONTRACT				
		Landscape Mulch & Irrigation	1.00 LS	Sunstate	59,699.00 /LS	59,699
		LANDSCAPE SUBCONTRACT			/SF	59,699
	02995	SITE CONCRETE				
		Site Concrete Bid	1.00 LS	Cheek Construction	15,172.00 /LS	15,172
		SITE CONCRETE			/MO	15,172
		SITWORK				329,278
06000		WOOD & PLASTICS				
	06105	ROUGH CARPENTRY				
		Rough Carpentry - Backing & Blocking	9,344.00 SF		1.67 /SF	15,622
		Small Tools	4.00 MO		1,100.00 /MO	4,400
		ROUGH CARPENTRY			/SF	20,022
	06165	SIDING				
		Door & Window Trim @ Exterior	1,328.00 LF		15.00 /LF	19,920
		SIDING			/SF	19,920
	06400	FINISH CARPENTRY				
		Wood Base Trim	3,070.00 LF		6.00 /LF	18,420
		Interior Door Casing	300.00 LF		6.00 /LF	1,800
		Interior Window Sill & Apron	512.00 LF		6.00 /LF	3,072
		Pantry & Closet Shelves	15.00 EA		1,200.00 /EA	18,000
		FINISH CARPENTRY			/SF	41,292
	06410	CABINETS				
		Cabinet Bid - Sub	1.00 LS	Lanz Cabinets	81,041.00 /LS	81,041
		CABINETS			/SF	81,041
	06415	COUNTER TOPS				
		Countertops	1.00 LS	Lanz Cabinets	26,736.00 /LS	26,736
		COUNTER TOPS			/SF	26,736
		WOOD & PLASTICS			/SF	189,011
07000		THERMAL/MOISTURE PROTECT				
	07310	SHINGLES				
		R & R Roofing Composite shingles includes demo, gutters & downspouts	1.00 LS	D&D	123,919.00 /LS	123,919
		SHINGLES			/SF	123,919
	07840	FIRESTOPPING				
		Firestopping	16.00 LS		150.00 /LS	2,400
		FIRESTOPPING			/SF	2,400
	07920	JOINT SEALANTS				
		Window Caulking	1,082.00 LF		1.85 /LF	2,002
		Door Frame & casing Caulking	2,704.00 LF		1.13 /LF	3,054
		Wood base Caulking	3,070.00 LF		0.98 /LF	2,993
		Cabinets & Counter Caulking	456.00 LF		2.43 /LF	1,110
		JOINT SEALANTS			/SF	9,158
		THERMAL/MOISTURE PROTECT			/SF	135,477
08000		DOORS & WINDOWS				
	08005	DOOR BID				
		Door & Hardware Bid	1.00 LS	Anchor Door	25,130.00 /LS	25,130
		DOOR BID			/EA	25,130
	08570	CLAD WINDOWS				
		Vinyl Windows Bid W/ install	1.00 LS	Black Rock	69,515.00 /LS	69,515
		First Aid Supplies	4.00 MO		100.00 /MO	400
		Safety Equipment	4.00 MO		250.00 /MO	1,000
		Safety Equipment PPE	4.00 MO		55.00 /MO	220
		CLAD WINDOWS				71,135
		DOORS & WINDOWS			/SF	96,265
09000		FINISHES				

Group	Phase	Description	Takeoff Quantity	Sub Name	Total Cost/Unit	Total Amount
	09250	GYPSON WALL BOARD				
		R & R Drywall Walls @ Backing & Windows	3,395.00 SF		5.00 /SF	16,975
		GYPSON WALL BOARD			/SF	16,975
	09650	RESILIENT FLOORING				
		Temporary Protection	9,344.00 SF		0.25 /SF	2,336
		Resilient Flooring Bid	1.00 LS	BT Mancini	79,217.00 /LS	79,217
		RESILIENT FLOORING			/SF	81,553
	09910	PAINTING				
		Paint Bid	1.00 LS	Washoe Painting	86,749.00 /LS	86,749
		Temp Heat	1.00 LS		5,000.00 /LS	5,000
		Final Clean	9,344.00 SF		0.50 /SF	4,672
		PAINTING			/SF	96,421
		FINISHES			/SF	194,949
10000		SPECIALTIES				
	10430	EXTERIOR SIGNAGE				
		Exterior Address Letters	16.00 EA		115.32 /EA	1,845
		Monument Signage Allowance	1.00 EA		5,000.00 /EA	5,000
		EXTERIOR SIGNAGE			/SF	6,845
	10810	TOILET ACCESSORIES				
		Toilet Accessories Bid	1.00 LS	Henri's Specialties	12,418.00 /LS	12,418
		TOILET ACCESSORIES			/SF	12,418
		SPECIALTIES			/MO	19,263
11000		EQUIPMENT				
	11450	RESIDENTIAL EQUIPMENT				
		Appliance Bid	1.00 LS	Direct Appliance	35,376.00 /LS	35,376
		RESIDENTIAL EQUIPMENT			/SF	35,376
		EQUIPMENT			/SF	35,376
12000		FURNISHINGS				
	12490	WINDOW TREATMENTS				
		Blinds Bid	1.00 LS	Karlson Window Coverings	10,940.00 /LS	10,940
		WINDOW TREATMENTS			/SF	10,940
		FURNISHINGS			/SF	10,940
15000		MECHANICAL				
	15100	PLUMBING				
		Plumbing Bid - Includes demo, heaters, caulking,piping, fixtures	1.00 LS	Zephyr Plumbing	311,582.00 /LS	311,582
		Chemical Toilet (1/10 mo) 4*2	8.00 MO		225.00 /MO	1,800
		Ice Cups & Water	13.00 WK		25.00 /WK	325
		PLUMBING			/SF	313,707
	15510	HVAC				
		HVAC Bid - Includes demo & furnace rep[acement, exhaust fans	1.00 LS	ACCO	243,662.00 /LS	243,662
		HVAC			/SF	243,662
		MECHANICAL			/SF	557,369
16000		ELECTRICAL				
	16010	ELECTRICAL				
		Electrical Bid	1.00 LS	Nelson Electric	163,710.00 /LS	163,710
		Temp Lights	9,344.00 SF		0.50 /SF	4,672
		Project set up / ISP / Trailers	1.00 EA		2,500.00 /EA	2,500
		Monthly Internet	4.00 MO		150.00 /MO	600
		ELECTRICAL			/SF	171,482
		ELECTRICAL			/SF	171,482

Estimate Totals

Description	Amount	Totals	Rate
Labor	193,373		
Material	35,945		
Subcontract	1,613,184		
Equipment	3,774		
Other			
	1,846,276	1,846,276	
General Liability	18,463		1.000 %
Builders Risk	18,463		1.000 %
Overhead	37,664		2.000 %
CMAR Fee	110,777		6.000 %
	185,367	2,031,643	
P & P Bond	12,870		
	12,870	2,044,513	
CMAR Contingency	61,335		3.000 %
	61,335	2,105,848	
Total		2,105,848	

DIV 01 – GENERAL CONDITIONS

- 1) Full-Time Superintendent
- 2) Part-Time Project Management
- 3) Part-Time Project Administration
- 4) Weekly Safety Director review
- 5) Scheduling services

DIV 02 – SITEWORK

- 1) SWPPP
- 2) Removal of all asphalted drive areas
- 3) Sawcut & removal of selected sidewalk & curbing areas for improvements.
- 4) Install ADA compliant sidewalk/curbs/pavement access ramps
- 5) Install cross drainage at selected areas of sidewalks
- 6) 3" Type 3 Asphalt paving over 6" aggregate base (assumes there is 6" aggregate base existing to be fine graded before repaving)
- 7) Striping, paint red curbs
- 8) Wheel stops
- 9) Replace domestic water services w/ new backflow device in grade box with connections to existing meters. Run new HDPE piping into units for service.
- 10) Tree Removal
- 11) Enhance landscaping with additional plantings & mulch areas
- 12) Irrigation
- 13) Protect existing mulch in place (DC, ¾" crushed rock, river rock 8" minus frock rock and bark mulch)
- 14) Sod
- 15) 60 days landscape maintenance and 1yr warranty on landscape and irrigation
- 16) Paver patio at Clubhouse on 6" aggregate base and 1" bedding sand
- 17) Site Amenities – Trash Receptacle, Bench, Picnic Table, 16'x18' metal pergola
- 18) ALTERNATES
 - a. ADD \$46,192 (w/o markups) – Replace Bark Mulch with 50% DG / 40% River Rock
 - b. ADD \$37,400 (w/o markups) – Refresh Existing Bark w/ 4" top dressing
- 19) EXCLUSIONS
 - a. Replacement of or new parking signage
 - b. Tree Trimming (will need to be done for roofing work)
 - c. Geotech Report (none provided)
 - d. Portable Propane BBQ (to be selected and provided by Owner)

DIV 03 – CONCRETE

- 1) Sidewalk patches for water lines
- 2) New ADA ramps and sidewalks with cross drains
- 3) EXCLUSIONS

- a. Concrete repairs not shown on drawings
- b. Porch repairs (Owner to carry allowance)

DIV 04 – MASONRY

- 1) N/A

DIV 05 – METALS

- 1) N/A

DIV 06 – CARPENTRY

- 1) Misc backing for specialty & cabinetry items.
- 2) New exterior door & window trim (painted).
- 3) New interior 1/2" x 3-1/2" MDF base trim at living, kitchen & bedroom (painted).
- 4) New interior MDF door casing throughout (painted).
- 5) New interior MDF window sill (painted)
- 6) New kitchen & bathroom cabinets Lanz Euroscapes Collection, with quartz countertops Arizona Tile Della Terra Quartz 3CM slab (in lieu of 2CM w/ 1-1/2" laminated edge) & 4" backsplash
 - a. No plywood subtop required for 3CM
- 7) New wall-mounted shelving at laundry area in bathroom (Silver Sage)
 - a. Repaint existing at John McGraw
- 8) New pantry shelving & shelf w/ rod at kitchen pantry
 - a. Repaint existing at John McGraw
- 9) New shelf & rod at bedroom closet
 - a. Repaint existing at John McGraw
- 10) EXCLUSIONS
 - a. Repairs to roof sheathing (Owner to carry allowance)
 - b. Repairs to floor sheathing (Owner to carry allowance)
 - c. Repairs to building framing (Owner to carry allowance)
 - d. Repairs to siding and trim other than new window & door trim (Owner to carry allowance)

DIV 07 – THERMAL & MOISTURE PROTECTION

- 1) Roofing
 - a. New 30yr composite shingles over 30# felt underlayment
- 2) Joint Sealants / Caulking
 - a. Misc requirements for misc firestopping of penetrations in floors & walls as needed

- b. Misc. sealing of new cabinetry & trim
- 3) Gutters & Downspouts
 - a. Provide prefinished gutters & downspouts along the building entry side of the roof
- 4) EXCLUSIONS
 - a. Building insulation (existing blown-in attic insulation is already R49 depth)
 - b. Roof snow jacks or snow fences
 - c. Ice and snow melt systems
 - d. Heat trace cabling

DIV 08 – DOORS & WINDOWS

- 1) Wood doors and frames
 - a. Repaint existing exterior entry & furnace room doors
 - b. Remove screen/storm doors from all units (excludes replacement)
 - c. Provide new flush panel Hollow Core doors with applicable high grade residential hinges & latchsets (RFI #8)
- 2) Windows
 - a. Replace all windows with Milgard V150 vinyl windows.
 - b. Remove window trim.
 - c. Cut out existing window leaving behind nail fin.
 - d. Install new window set in caulking with fin over existing siding.
 - e. Flash with flexible flashing
 - f. Install new window trim

DIV 09 – FINISHES

- 1) Drywall
 - a. Patching of drywall at new backing locations and windows.
 - b. EXCLUDES general patching of tenant damage in units (Owner to carry allowance)
- 2) Resilient Flooring
 - a. Complete replacement of underlayment with ¼” Halex per structural specification (Silver Sage only, John McGraw will use existing underlayment)
 - b. Provide new LVT, Shaw Reside 12 mil throughout
 - c. Provide Burke Mercer 4” base at bathrooms
- 3) Painting
 - a. Repaint all gypboard surfaces
 - b. Paint all interior trim
 - c. Paint closet shelving
 - d. Repaint exterior siding, trim, eaves, soffit, fascia, doors, frames
 - e. Repaint exterior railings, bollards, curbs

DIV 10 – SPECIALTIES

- 1) Provide new unit address numbers
 - 2) Allowance for new monument signage; \$5,000 each project
 - 3) Provide new toilet accessories for unit bathrooms.
 - a. Mirror
 - b. TP holder
 - c. Robe Hook
 - 4) ADA accessories at ADA units only.
 - 5) EXCLUDES fire extinguishers (none shown)
-

DIV 11 – EQUIPMENT

- 1) Furnish and install refrigerator, electric range w/room-vented hood.
 - 2) Unit washer / dryer to be OFOI.
-

DIV 12 – FURNISHINGS

- 1) Furnish and install vinyl mini-blinds as all windows.
-

DIV 13 – SPECIAL CONSTRUCTION

- 1) N/A
-

DIV 14 – ELEVATORS

- 1) N/A
-

DIV 15 – MECHANICAL

- 1) Plumbing
 - a. Provide new main domestic water service from exterior
 - b. Provide unit service branch lines in crawl space w/ unit shutoff valve, and connection to existing piping.
 - c. Install all new fixtures in the unit, including toilet, lavatory, kitchen sink, and single piece 'roll-in' shower unit. Provide new hardware & trim.
 - d. Roll-in shower unit per specification to include all accessories (surface mount soap dispenser, shower rod, shower curtain, water dam, shower head and valve, shower drain). At ADA unit provide ADA shower seat and grab bars.
 - e. Provide new instantaneous water heaters to Silver Sage Units and Building C
-

- f. Provide drywell for condensate drainage
- 2) HVAC
 - a. Provide new furnace & air conditioning units w/ condenser to the Silver Sage units, and Building C. Utilize existing thermostats.
 - b. Provide new bathroom exhaust fans.
- 3) EXCLUSIONS
 - a. Fire Sprinkler System (not required)
 - b. Furnaces w/ AC & water heaters at all John McGraw units

DIV 16 – ELECTRICAL

- 1) Demo & replace all devices including outlets, light switches, and datacom outlets
- 2) Demo & replace all light fixtures
- 3) Provide ArcFault CB revisions to unit panels.
- 4) Provide replacement of smoke detectors/CO2 detectors.
- 5) Provide Ceiling Fan/light fixture combinations for living & bedrooms
- 6) Provide replacement exterior wall Pack fixtures at buildings
- 7) Provide new street lighting fixture heads on existing poles

GENERAL QUALIFICATIONS

- 1) PROPOSAL
 - a. This estimate is based on prequalified subcontractor bids. See Subcontractor bid invite list for participation.
- 2) CONTRACT
 - a. Proposal is based on utilization of AIA A102 Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- 3) SCHEDULE
 - a. GMP Schedule dated 7/1/24 prepared by Plenum Builders (2 pages)
 - i. Multi-phased 12 months; 9/30/24 Mobilize to 9/29/25 final Completion
 - ii. Long Lead / Procurement items:
 - 1. Cabinets & Countertops – A notice to proceed is needed by 7/12/24 for Cabinets and Countertops to meet the project schedule
- 4) CONTINGENCY
 - a. The Owner acknowledges that the cost estimating process is not exact, and therefore, the CMAR's Contingency included in the Construction GMP is to adjust the estimate for quantity and price estimating inaccuracies, and other eventualities which have not been taken into precise account in the establishment of the Construction GMP, including, but not limited to (a) unfavorable bidding from trade contractors, due to market conditions, price increases, lack of competition, and other variables; (b) contract default in payment or performance by a Subcontractor or supplier; (c) costs of corrective work not provided for elsewhere; (d) the cost of minor architectural errors or omissions by the Architect and/or Engineers which, based on

industry standards, should have been included by General Contractor which result in an increase of the Contractor's Work, without increasing the Construction GMP. The CMAR's Contingency shall not be used for any changes in the Contractor's Work either by direction of Architect or Owner or for the correcting of errors and omissions in the project drawings which requires added project work or for unforeseen conditions, including the effects of soil conditions, or for winter protection, overtime, or conditions mandated by any governmental agency.

- 5) INSURANCE
 - a. Plenium Builders includes General Liability, Workman's Comp and Auto Insurance
 - b. Plenium Builders includes project-specific Builder's Risk Insurance to cover the work during the course of construction.
- 6) DOCUMENTS
 - a. Silver Sage
 - i. See attached log.
 - b. John McGraw Court
 - i. See attached log.

GENERAL EXCLUSIONS

- 1) Building Department plan check and permit fees
- 2) PLAN CHECK INITIATED CHANGES
- 3) Water & sewer connection fees & assessments
- 4) Gas & power application & service fees
- 5) Monthly utility bills
- 6) Hazardous materials testing & abatement
- 7) Design & Engineering fees
- 8) 3rd-Party owner-provided testing and inspections as required by Washoe County
- 9) Weather-related delays
- 10) Owner Contingency
- 11) Corrections for ADA not specifically shown
- 12) Structural Sheets S001, S002, S003, S101, S102, S501, (Temporary shoring of foundation, new floor joists, new footings, exterior wall straightening, new exterior walls)
- 13) Mail boxes
- 14) Railings
- 15) Unforeseen conditions

ALTERNATES RE-CAP w/out Markups

1. ADD \$46,192 (w/o markups) – Replace Bark Mulch with 50% DG / 40% River Rock
2. ADD \$37,400 (w/o markups) – Refresh Existing Bark w/ 4" top dressing

ALLOWANCES RE-CAP w/out Markups

1. \$5,000 Silver Sage Monument Signage
2. \$5,000 John McGraw Monument Signage

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 9

July 23, 2024

SUBJECT: Discussion and possible approval of changes to the rent and starting date for the previously approved new lease terms between UNR Early Head Start and RHA for the Sage Street facility. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

At its April 2024 meeting, the Board approved new lease terms for the continuation of UNR’s Early Head Start program at RHA’s Sage Street facility. The new lease was anticipated to begin on August 1, 2024, and included a change to the rent, as requested by UNR, based on their expected receipt of Head Start expansion grant and State of Nevada interim funding. Per the attached letter from Jamie Selby, UNR included the draft lease agreement, letter of support, and new program budget with their renewal and expansion grant request. However, they have not yet received the announcement of any award. Additionally, the State has not yet released the Request for Proposals for interim funding. Given this, UNR has asked the Board to consider extending the current lease terms (\$600 gross rent per month which includes \$400 rent and \$200 for the damage fund) for a minimum of three months (August to October). If expansion funding is not awarded by November, UNR Early Head Start would provide RHA with a 30-day notice of their intent to vacate the Sage Street facility.

RHA staff has reached out to UNR staff to discuss other alternatives as well to keep the Sage Street facility operating, if possible. RHA staff is also evaluating options for the site should UNR vacate. Staff recommends working with UNR Early Head Start for the near-term until they receive a decision on their award as the Sage Street facility is an asset to those in the immediate community and it would be difficult to both entities close the facility completely and then reopen it in several months should funding be awarded.

Staff Recommendation and Motion:

Staff recommends the Board motion to approve a delay in implementing the new lease terms and, instead, provide a three month extension to UNR’s Early Head Start program under the current lease terms for continued operations at the Sage Street facility.



July 12, 2024

Dear Hilary-

Thank you for meeting with me the other day. We appreciate your willingness to continue to support our program and partnership. As discussed, we are still waiting to hear about expansion funding and anticipate an announcement in September. We included the draft lease agreement, letter of support and budget including the increased rent amount with our funding request. We are hopeful that our request will be funded to be able to continue to serve children and families at our Sage St. location. Once funding is secure, we will be able to submit the draft lease for signature through UNR.

While we are waiting for the funding decision, we are requesting that our current lease, which expires July 31, 2024, be extended for a minimum of three months (August, September and October). If we do not receive the expansion funding, we will provide the RHA with a 30- day notice. Our current funding is not able to pay additional rent above what our current lease agreement outlines.

Please feel free to reach out to me with any questions, concerns to additional feedback. We appreciate our partnership with the Reno Housing Authority and are hopeful that we will continue to provide services through Early Head Start Expansion.

Respectfully Submitted,

Jamie Selby,

UNR Director of Home Visiting and Community Outreach

Calena Long,

UNR Director of Early Head Start

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 10

July 23, 2024

SUBJECT: Discussion and possible appointment of a new Director for RHA’s non-profit affiliate Pathways to Prosperity’s Board of Directors from the pool of applicants. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

At its February 27, 2024, meeting the Board of Directors approved the bylaws for Pathways to Prosperity (PTP) and authorized the Executive Director to recruit for the at-large board member. RHA has since recruited for this member. The application, along with information on PTP, was available on RHA’s website and notice was also provided to interested parties through the Continuum of Care and word of mouth. The application period was also extended to allow interested parties to apply.

Two applications were received from Kellie George and Diaz Dixon. Both applications meet the requested requirements and both applicants have a strong background in non-profit management and community programs. Although the applications were received outside of the application period, no other applications were received and both candidates had expressed interest during the open period but, due to other factors, were unable to submit. Given the quality of these applicants, RHA staff request that the Board consider the applications.

Ms. George currently serves as the Executive Director of Opportunity Alliance of Nevada; a statewide non-profit organization that works with individuals to build sustainable futures. Given her employment, counsel has indicated that if appointed, any initial or future conflicts of interest for a particular item would need to be identified and disclosed, and she may need to abstain in certain instances. Mr. Dixon most recently worked as the Senior Vice President, National Foundation, for Common Spirit Health and is currently consulting to various organizations. He likewise may need to identify and disclose possible conflicts and may need to abstain in certain instances.

If an appointment is made, appropriate paperwork will be filed with the federal government for PTP to receive 501(c)(3) status. Staff recommend that the Board appoint one of the two applicants to the PTP Board of Directors effective immediately. The initial term for this board member runs for two years.

Staff Recommendation and Motion:

Staff recommends the Board motion to appoint one of the applicants to the Board of Directors for Pathways to Prosperity effective as of this date.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 11

July 23, 2024

SUBJECT: Discussion and possible appointment of a new Director to RHA's non-profit affiliate Truckee Meadows Affordable Housing's Board of Directors from the pool of applicants.
(For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

At its February 27, 2024, meeting the Board of Directors approved the bylaws for Truckee Meadows Affordable Housing (TMAH) and authorized the Executive Director to recruit for the at-large board member. RHA has since recruited this member. The application, along with information on TMAH, was available on RHA's website and notice was also provided to interested parties through the Nevada Housing Coalition and word of mouth. The application period was also extended to allow interested parties to apply.

One application was received from Eaton Dunkelberger. His application meets the requested requirements. Mr. Dunkelberger has a strong background in community development and housing and currently serves as the President and CEO of The Community Foundation located in Reno. His past experience also includes working at non-profit agencies, establishing a community land trust, and other related work. Given Mr. Dunkelberger's employment, counsel has indicated that if appointed, any initial or future conflicts of interest for a particular item would need to be identified and disclosed, and he may need to abstain in certain instances.

If an appointment is made, appropriate paperwork will be filed with the federal government for TMAH to receive 501(c)(3) status. Based on Mr. Dunkelberger's application and experience, staff recommend that the Board appoint him to the TMAH Board of Directors effective immediately. The initial term for this board member runs for two years.

Staff Recommendation and Motion:

Staff recommends the Board motion to appoint Eaton Dunkelberger to the Board of Directors for Truckee Meadows Affordable Housing effective as of this date.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 12

July 23, 2024

SUBJECT: Discussion and possible approval of \$150,000 grant of Emergency Housing Voucher (EHV) Service Fee to Washoe County for Tenancy Support Services to assist EHV holders transition from homelessness to stable housing. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

On May 5, 2021, the Department of Housing and Urban Development (HUD) established the Emergency Housing Voucher (EHV) program. The EHV program was established to assist individuals and families who are experiencing homelessness; at risk of homelessness, fleeing or attempting to flee domestic violence, sexual assault, stalking, or human trafficking; or are recently homeless or have a high risk of housing instability. These vouchers were awarded by HUD with the requirement that Public Housing Authorities (PHA) work with their local Continuum of Care (CoC) to secure CoC partners who would provide housing navigation and ongoing case management to EHV holders. At the inception of the EHV program, RHA partnered with five local CoC member agencies. RHA's 137 EHV allocation was split between these five agencies with referrals for EHV's being made by the CoC matchmaker from the Community Queue.

In addition to the traditional Housing Assistance Payment (HAP) and Administrative Fee (AF) provided by HUD, EHV's also came with a one-time allocation of Service Fees. Service fees were provided to PHA's with the intent to assist in ensuring that EHV recipients were provided with every advantage in leasing and maintaining their Emergency Housing Vouchers after being housed. This one-time allocation was awarded to RHA in 2021 in the amount of \$479,500 and has been used for several purposes since that time including to provide leasing incentives to landlords, deposit and application fee assistance to EHV holders, and damage claim funds to landlords just to name a few. Through these activities, RHA has successfully leased nearly all of its EHV allocation. RHA is asked to provide monthly updates to HUD regarding Service Fee spending and is encouraged to use these funds on allowable expenses. HUD has expressed a desire to see Service Fees spent and not held by PHA's for the duration of the EHV program.

RHA currently holds \$215,730 in Service Fees and will continue to provide landlord incentives, as needed, until the conclusion of the program in 2030. However, RHA anticipates having excess Service Fees and would like to utilize \$150,000 of the remaining funds to partner with Washoe County Human Services Agency to provide Tenancy Support Services (TSS) to EHV holders.

TSS is a nationally recognized model to increase housing retention, improve health, create social connections, and enhance the quality of life of participants and is an allowable use of EHV Service Fee funding. By partnering with Washoe County to provide TSS to EHV participants, RHA will be leveraging HUD funds to better ensure positive housing outcomes for the fragile population served by these vouchers. Specifically, the funds will support salary and fringe for one .5FTE to continue to provide the TSS for 18 months.

Since 2021, when RHA worked with our area Continuum of Care (CoC) to determine CoC partners interested in administering EHV vouchers, Washoe County has been asked to take over case management of several partner agency's EHV's, resulting in Washoe County providing ongoing case management to over 70% of EHV holders. This percentage is anticipated to continue to rise as CoC partners relinquish their vouchers to Washoe County due to their inability to meet the program requirement of providing ongoing case management. Given Washoe County's significant investment in providing case management not only to EHV holders but to the community's most vulnerable populations, they are the most obvious and skilled partner to provide TSS to EHV holders.

Based on the above, staff believes partnering with Washoe County will enable EHV households higher success in maintaining their housing while still enabling RHA to maintain the landlord incentives already established with its service funding. Given this, staff recommends the Board approve this partnership and use of EHV service fees.

Staff Recommendation and Motion:

Staff recommends the Board motion to approve the execution of a grant agreement for \$150,000 in Emergency Housing Voucher (EHV) Service Fees from RHA to Washoe County Human Services Agency to support Tenancy Support Services for EHV participants.



Executive Director
Hilary Lopez, Ph.D.

EMERGENCY HOUSING VOUCHER SERVICE FEE AGREEMENT

Emergency Housing Voucher Tenancy Support Services

Program Name: Emergency Housing Voucher Tenancy Support Services	
Awarding Agency: Housing Authority of the City of Reno	Contractor Name: Washoe County Human Services Agency
Address: 1525 E. 9 th St., Reno NV 89512	Address: 170 S. Virginia St., Ste. 201 Reno NV 89512
Performance Period: August 1, 2024 – February 28, 2026	
Purpose of Award: Funds shall be used to support one half-time (0.5) FTE for one and one-half (1.5) years. The position to be funded: Homeless Services Program Assistant in the Housing & Homeless Services Division of the Human Services Agency of Washoe County HSA.	
Total Amount of Award: \$150,000	
<ol style="list-style-type: none"> 1. Salary/Fringe: \$150,000 2. Travel 3. Equipment 4. Supplies 5. Contractual/Consultant 6. Other 7. Indirect 	
TOTAL \$150,000	
Source of Funds:	HUD Emergency Housing Voucher Service Fee in the amount of \$150,000
Disbursement of funds will be as follows:	Funds will be disbursed in one lump sum of \$150,000
RHA Contact: Jamie Newfelt, Director of Rental Assistance jnewfelt@renoha.org	Washoe County HSA Contact: Catrina Peters, Homeless Services Coordinator cpeters@washoecounty.gov
Terms and Conditions:	
<ol style="list-style-type: none"> 1. Expenditures must comply with appropriate uses defined in this agreement. 2. Quarterly reporting is required as defined in this agreement. 	

SERVICE AGREEMENT

This Agreement is made and entered into this ____ day of August 2024 by and between the Housing Authority of the City of Reno, a public body corporate and politic (hereinafter "RHA"), and Washoe County Human Services Agency (hereinafter "Washoe County HSA") to establish and implement a service agreement in which Washoe County HSA agrees to provide Tenancy Support Services to Emergency Housing Voucher (EHV) holders for no less than one and one-half (1.5) years by means of a half-time (0.5) employee funded by RHA via Emergency Housing Voucher (EHV) Service Fees provided to RHA by the Department of Housing and Urban Development. Both agencies agree to the terms of this agreement.

WITNESSETH:

WHEREAS, the Department of Housing and Urban Development (HUD) Office of Public and Indian Housing (PIH) issued PIH Notice 2021-15 (HA) on May 5, 2021 establishing the EHV program to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability; and

WHEREAS, PIH Notice 2021-15 (HA) included funding in the form of Service Fee to support PHA efforts in implementing and operating an effective EHV service program that would best address the needs of EHV eligible individuals and families in its jurisdiction; and

WHEREAS, HUD provided RHA with a one-time service fee allocation for EHV in the amount of \$479,500; and

WHEREAS, RHA has utilized EHV Service Fee funding since May 2021 to support initial leasing efforts including lease signing bonus' to incentivize landlords, security deposit, application and hold fees assistance to EHV holders; and

WHEREAS, RHA has leased nearly all EHV's and has \$215,730 in available EHV Service Fee to provide ongoing landlord incentives and Tenancy Support Services (TSS) to EHV families; and

WHEREAS, TSS is a nationally recognized model to increase housing retention, improve health, create social connections, and enhance the quality of life of participants and is an allowable use of EHV Service Fees; and

WHEREAS, Washoe County HSA has been funding TSS for EHV clients using ERA II funding which is no longer available; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to all terms and conditions of this Agreement, the Parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **August 1, 2024**.

CONTRACTOR shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work, in accordance with the Standard of Care as set forth in Article 5 herein no later than, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to perform and complete all Services identified in Exhibit A Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. RHA reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Contractor prior to acceptance, and Contractor warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement unless waived in writing by the RHA.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Contractor's compensation shall be \$150,000 and shall not exceed the sum of \$150,000. Contractor shall satisfy its obligations hereunder without additional cost or expense to RHA during the term of this Agreement other than the heretofore stated compensation. The actual costs shall be full compensation to Contractor for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, contractors and sub-contractors engaged by Contractor; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead.

3.2 Methods and Time of Payment

Contractor shall submit to RHA an invoice for the sum of the award upon execution of the agreement. Payment to Contractor shall be made within thirty (30) days after receipt and approval of Contractor's invoice, said approval not to be unreasonably withheld. Payment by RHA of invoices or requests for payment shall not constitute acceptance by RHA of work performed on the Project by Contractor during the agreement term. No penalty shall be imposed upon the RHA for payment(s) received by Contractor after thirty days.

3.3 Dispute of Work

RHA shall notify Contractor in writing within thirty (30) days of receipt of quarterly progress reports, which is not approved. For work, or portions of the work, which are unapproved, the RHA and Contractor shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Contractor of notice from the RHA. If the RHA and Contractor cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than **December 31, 2025**. Contractor will provide RHA a quarterly report including a schedule identifying progress or work completed, problems or difficulties being encountered, number of clients assisted, number of home visits conducted, number of client contacts, and number of clients who remain stably housed. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies.

ARTICLE 5 – FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

ARTICLE 6 - INDEPENDENT CONTRACTOR

Contractor is performing the services and duties required under this Agreement as an independent Contractor and not as an employee, agent, or partner of the RHA.

1. Contractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.
2. Contractor may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Contractor. Contractor's employees or other personnel are not RHA employees.
3. Unless otherwise provided in Exhibit A & B, Contractor is responsible for all expenses without reimbursement.
4. Neither Contractor nor any personnel are employees of RHA and waive any and all claims to benefits otherwise provided to employees of the RHA, including, but not limited to, health insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.
5. Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Agreement, is a current employee of the RHA or was employed by the RHA within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform.

6. RHA and Contractor agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of the Contractor to engage in any other consulting agreement, service contract, business venture or other activity.

ARTICLE 7 - PERMITS AND LICENSES

Contractor shall maintain active and in good standing all necessary permits, certificates, and licenses necessary to allow Contractor to perform the Services. Contractor shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Contractor in Exhibit A, Scope of Services.

ARTICLE 8 - RHA'S RESPONSIBILITY

RHA shall provide any information authorized by law in its possession that is requested by Contractor and is necessary to complete the Project. RHA shall assist Contractor in obtaining access to public and private lands so Contractor can perform the Services. RHA shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Contractor and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Contractor.

ARTICLE 9 – PUBLIC RECORDS

Public Records. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The RHA has a legal obligation to disclose such information unless a particular record is made confidential by law. Contractor may label specific parts of an individual document as “trade secret” or “confidential” in accordance with NRS, provided that Contractor thereby agrees to indemnify and defend the RHA for honoring such a designation. The failure to so label any document that is released by the RHA shall constitute a complete waiver of any and all claims for damages caused by any release of records.

ARTICLE 10 – INSPECTION AND AUDIT

11.1 Books and Records.

Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the RHA, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

11.2 Inspection and Audit.

Contractor agrees that the relevant books, records, including, without limitation, relevant accounting procedures and practices of contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of contractor for such records may be found with or without notice by the RHA or its representatives. With regard to any federal funding, any relevant federal agency or any of their authorized representatives may inspect or audit as set forth in this Agreement. All subcontracts shall reflect requirements of this section.

11.3 Period of Retention.

All books, records, reports, and statements relevant to this Agreement must be retained a minimum of 3 years, and for 5 years if any federal funds are used pursuant to this Agreement. The retention period runs from the date of payment for the relevant goods or services by the RHA, or from the date of termination of this Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 11 - TERMINATION OR EXTENSION OF CONTRACT

11.1 Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by RHA and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the RHA, Contractor shall use its best efforts to minimize the cost to the RHA and Contractor will not be paid for any cost that Contractor could have avoided.

11.2 Termination by Non-appropriation. The RHA may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the RHA's funding source is not appropriated or is withdrawn, limited, or impaired. The RHA will make reasonable efforts to ensure payment for services rendered by the Contractor. The Contractor shall agree to hold the RHA free from any charges or penalties except for those already incurred through the date of notice of cancellation.

11.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

a. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

d. If the RHA materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or

e. It is found by the RHA that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the RHA with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

f. If it is found by the RHA that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

11.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in the notice section of this Agreement, and the subsequent failure of the breaching party within 15 calendar days of service of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach shall run concurrently, unless the notice expressly states otherwise.

11.5 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate, or a pro rata basis if necessary, if so requested by RHA;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the RHA;

d. Contractor shall preserve, protect and promptly deliver into RHA possession all proprietary information

e. Notwithstanding the above, Contractor shall not be relieved of any liability to the RHA for damages sustained by the RHA by virtue of any breach of this Agreement by the Contractor, and the RHA may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the RHA from the Contractor may be determined.

ARTICLE 12 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Contractor shall consider all information provided by RHA to be proprietary unless such information is available from public sources, was known to Contractor prior to the execution of this Agreement, was received by Contractor from a third-party source not under any obligation of

confidentiality to the RHA or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of RHA or in response to legal process or as required by the regulations of public entities.

ARTICLE 13 - NOTICE

Notices and other communications in connection with this Agreement shall be in writing and directed to the parties at the addresses stated in this Agreement. Email or facsimile shall be used to provide notice and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement.

To RHA:

Hilary Lopez, Ph.D,
Executive Director
1525 East 9th Street
Reno, NV 89512

To Contractor:

Catrina Peters
Homeless Services Coordinator
170 S. Virginia Street
Reno, NV 89501

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and RHA.

ARTICLE 14 - UNCONTROLLABLE FORCES

Neither RHA nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either RHA or Contractor under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Contractor shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Contractor or RHA to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor shall be in state district court in Washoe County HSA, Nevada.

ARTICLE 16 - MISCELLANEOUS

17.1 Nonwaiver

A waiver by either RHA or Contractor of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

17.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or Contractor's work described in Exhibit A – Scope of Work, is entitled to reasonable costs and attorneys' fees.

ARTICLE 17 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit B and then any other agreement / exhibits.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

RHA and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 19 - ASSIGNMENT

Neither RHA nor Contractor shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent contractors, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 20 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

Unless otherwise specified in Exhibit A, Contractor assigns to RHA all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to RHA during the term of this Agreement. All such materials shall be delivered into RHA possession by Contractor upon completion, termination, or cancellation of this Agreement.

ARTICLE 21 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than RHA and Contractor.

ARTICLE 22 – INDEMNIFICATION AND INSURANCE

RHA has established specific indemnification and insurance requirements for agreements/contracts with contractors, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss or liability related to their activities. Exhibit B Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 23 – LIMITED LIABILITY

RHA will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the RHA's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

ARTICLE 24 – LOBBYING

Contractor agrees, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influencing for any purpose the following:

23.1 Any federal, state, county or local agency, legislature, commission, counsel or board:

23.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.3 Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.

Contractor agrees to conform to the regarding influence lobbying requirements as set forth in the Byrd Anti-lobbying Amendment, 31 U.S.C. 1352.

ARTICLE 25 - ORGANIZATION’S CERTIFICATION

Contractor, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

RENO HOUSING AUTHORITY:

CONTRACTOR:

Dated this ___ day of _____, 2019

Dated this ___ day of _____, 2019

By _____
Hilary Lopez, Ph. D.
Executive Director
Housing Authority of the City of Reno

By _____
NAME
TITLE
Washoe County Human Services Agency

EXHIBIT A – SCOPE OF WORK

Tenancy Supportive Services (TSS) is a nationally recognized model to increase housing retention, improve health, create social connections, and enhance the quality of life of participants. Locally, the ERA 2 funded TSS program has produced impressive results with 92% housing retention some as long as two years in duration since its implementation in August of 2021. TSS also allows for dedicated staff to case manage individuals that have transitioned to housing thus providing needed services and alleviating shelter staff who are charged with case management of emergency shelter participants.

The position supported by this agreement will provide Tenancy Support Services (TSS) modeled after the proven TSS program. Services will be provided to individuals who have transitioned from homelessness to stable housing through a County program (Our Place, Nevada Cares Campus, Washoe County Safe Camp, Crossroads). This will alleviate the burden of case managers at the emergency shelters whose task is to serve residents and will allow for dedicated case management for those that have successfully exited. The program seeks to increase housing retention, improve health, social connection and enhance the quality of life.

The funded program assistant will provide tenancy support for individuals who have transitioned from homelessness to stable, independent housing. Home visits, follow-up phone calls, transportation to critical care appointments, referrals and connections to resources are included based on the needs of the individual. Through ERA2 funding, Washoe County also has a dedicated Homeless Services Case Manager who is assigned to the TSS and provides assessment and higher level care coordination for client with higher level medical and/or mental health needs. This combination of staffing has shown to be the most effective use of resources, allowing for higher acuity clients to be case managed and receive care coordination from the Homeless Services Case Manager while the Program Assistant can provide service referrals and connections to basic resources such as food, utility assistance and ensuring the clients can access programs and services offered by their current health insurance coverage.

Washoe County will provide quarterly reports on the number of clients assisted, number of home visits and client contacts and the number if clients who remain stably housed.

EXHIBIT B
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
CONTRACTORCONTRACTOR
PURCHASE OF THE PROPERTY LOCATED AT 1775 E. 4TH STREET, RENO NV 89512, APN 008-
211-50.
INDEMNIFICATION

CONTRACTORCONTRACTOR Liability

As respects acts, errors or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless RHA, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this Agreement. CONTRACTOR further agrees to defend RHA and assume all costs, expenses and liabilities of any nature to which RHA may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its SUB-CONTRACTOR in the performance of their CONTRACTOR services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at RHA'S option), and hold harmless RHA, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or SUB-CONTRACTOR, if any) while acting under the terms of this Agreement; excepting those which arise out of the negligence of RHA. In determining the nature of the claim against RHA, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against RHA.

GENERAL REQUIREMENTS

RHA requires that CONTRACTOR procure, and maintain the following insurance conforming to the minimum requirements specified below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or SUB-CONTRACTORS. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any SUB-CONTRACTOR by RHA. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the RHA to make any payment under this Agreement to provide RHA with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210. CONTRACTOR shall provide proof of worker's compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. Employer's Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

CONTRACTOR waives all rights against RHA, its officials, officers, employees, volunteers and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this Agreement.

CONTRACTOR shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

If CONTRACTOR or Sub-CONTRACTOR is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, SUB-CONTRACTORS, or independent CONTRACTORS and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify RHA in writing prior to the signing of any Agreement. RHA reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

CONTRACTOR shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. and Two Million Dollars (\$2,000,000) general aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 01 04 13 (or a substitute form providing coverage at least as broad)and shall cover liability arising from premises, operations, independent CONTRACTORS, products and completed operations, personal and advertising injury, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insureds: RHA, its officials, agents, officers, volunteers, employees and any other Indemnitees included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. CONTRACTOR shall also include additional insured coverage for its products and completed operations exposures if applicable to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

Primary Insurance: This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RHA or any other Indemnitees under this Agreement. Any insurance or self-insurance maintained by RHA, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

Waiver of Subrogation: CONTRACTOR waives all rights against RHA, its agents, officers, directors and employees and any other Indemnitees listed in this this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Agreement. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against RHA with respect to any loss paid under the policy.

CRIME INSURANCE

CONTRACTOR shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than \$100,000 per occurrence. Coverage shall be endorsed to include coverage for loss of Client's money, securities and other property.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the RHA Risk Management Division prior to the start of work under this Agreement. RHA reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying Agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the RHA Risk Manager prior to the change taking effect.

POLICY CANCELLATION OR NON-RENEWAL

CONTRACTOR or its insurers shall provide at least thirty (30) days' prior written notice to RHA prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONTRACTOR shall be responsible to provide prior written notice to RHA as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to RHA, its officials, officers, agents, employees or volunteers.
- 2) CONTRACTOR'S liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS

Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to RHA. and (ii) currently rated by A.M. Best as "A, X" or better. RHA with the approval of the Risk Manager may accept coverage with carriers having lower A.M. Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier.

VERIFICATION OF COVERAGE

Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, CONTRACTOR shall furnish RHA with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by RHA. **All certificates and endorsements are to be addressed to the specific RHA contracting department and be received and approved by RHA before work commences.** RHA reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all SUB-CONTRACTORS under its coverage or shall contractually require all of its SUB-CONTRACTORS to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When SUB-CONTRACTORS provide separate coverage, they shall include

RHA as an additional insured under the applicable liability policies without requiring a written contract or Agreement between RHA as the additional insured and SUB-CONTRACTOR. CONTRACTOR shall require its SUB-CONTRACTORS provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and RHA as additional insureds. SUB-CONTRACTOR shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of RHA, caused in whole or in part by CONTRACTOR, any SUB-CONTRACTOR, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any SUB-CONTRACTORS under it.
3. In addition to any other remedies RHA may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, RHA may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.
4. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RHA. Failure of RHA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RHA to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

DEBARMENT, SUSPENSION, INELIGIBILITY, or VOLUNTARY EXCLUSION

The undersigned contractor certifies, to the best of his/her knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why they are unable to submit certification.

(Name & Title of Contractor – Please Print)

(Signature)

(Date)

All contractors with awards of \$50,000 or more will be required to be registered with SAM.gov prior to execution of the agreement.

DRAFT

LOBBYING ASSURANCES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

(Name & Title of Contractor – Please Print)

(Signature)

(Date)

4866-3465-3648, v. 1

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 13

July 23, 2024

SUBJECT: Discussion of the proposed performance evaluation tool for Board use in evaluating the Executive Director. (Discussion Only)

FROM: Executive Director

RECOMMENDATION: Discussion Only

Withdrawn and moved to a later date.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 14

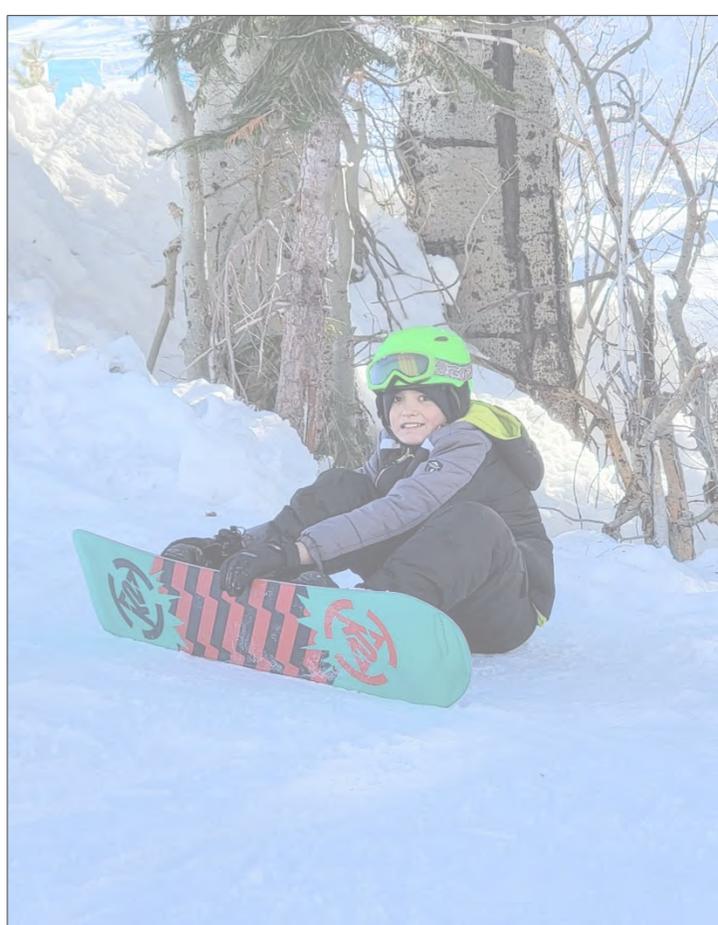
July 23, 2024

SUBJECT: Overview and presentation on the Reno Housing Authority's Admissions Department by Gabrielle Hover, Administrator. (Discussion Only)

FROM: Executive Director

RECOMMENDATION: Discussion Only

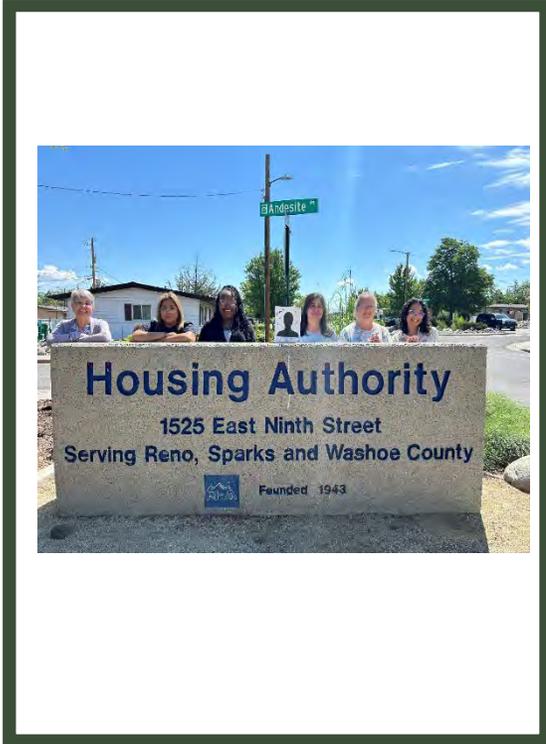
Presentation of the Reno Housing Authority's Admissions Department.



RENO HOUSING AUTHORITY

ADMISSIONS TEAM UPDATE – JULY 2024





ADMISSIONS TEAM AGENDA

- What we do...
- Who we are...
- Who we serve...
- Current waitlist data...
- Steps to determine eligibility...
- Staff activities...
- Goals for 2024...
- Questions?

WHAT WE DO...



- The Admissions Team manages a total of twenty-five waitlists. It is from these waitlists that the Admissions Team determines eligibility and refers clients to RHA's units and programs. Waitlists are site-based and program-specific. Site-based waitlists are further broken down by unit bedroom size creating a total of twenty-five individual waitlists.
- The Admissions Team is responsible for waitlist management which includes ensuring that those with the greatest need are served by honoring waitlist preferences, including residency preferences.
- RHA typically opens at least some of its waitlists annually:
 - In 2022, RHA opened all of its waitlists.
 - In 2023, RHA opened all of its Public Housing waitlists
 - In 2024, RHA again opened all of its waitlists.
- RHA has several referral-based programs that accept applications throughout the year from community partner agencies, regardless of whether waitlists are open. The Admissions Team works on these referrals immediately, while also working on waitlist applications.



WHO WE ARE...



The Admissions Team consists of:

- 1 Administrator
- 1 Senior Housing Specialist
- 4 Housing Specialists (1 currently vacant)
- 1 General Office Clerk II
- 1 General Office Clerk I (currently vacant)



WHO WE SERVE...

Applicant Demographics:

RHA serves applicants from a variety of walks of life, about 10% of the applicants on our wait list are homeless. Of that 10%, about 5% are chronically homeless. Our applicants are families, adults, youth, seniors, and persons with disabilities.

<u>Gender:</u>	77% Female	23% Male	
<u>Family type:</u>	88% Families	11% Elderly	
<u>Target Income:</u>	77% Extremely Low-Income	21% Very Low-Income	2% Low-Income
<u>Income:</u>	58% >\$15k	28% \$15k - \$30k	11% \$30k - \$45k
<u>Occupancy:</u>	53% Single Applicant	44% 2-5 persons	3% 5-9 persons
<u>Residency:</u>	33% Washoe County	67% Other	



ELI = >30% AMI VLI = >50% AMI LI = >80% AMI



CURRENT WAITLIST DATA...

Staff are continuing to conduct the preliminary review of 2,000 applications that were received in April to ensure placement on appropriate waitlists.

- Housing Choice Voucher: 3,475
- Public Housing: 6,608
- Project-Based Voucher: 2,568
- Project-Based Silverada: 1,474
- Pilgrim's Rest: 25



- ❖ The figures above represent individual applications. Applicants may have an active application on more than one waitlist.
- ❖ Staff estimate between all waitlists that roughly 7,000 individual applicants are represented.



STEPS TO DETERMINING ELIGIBILITY



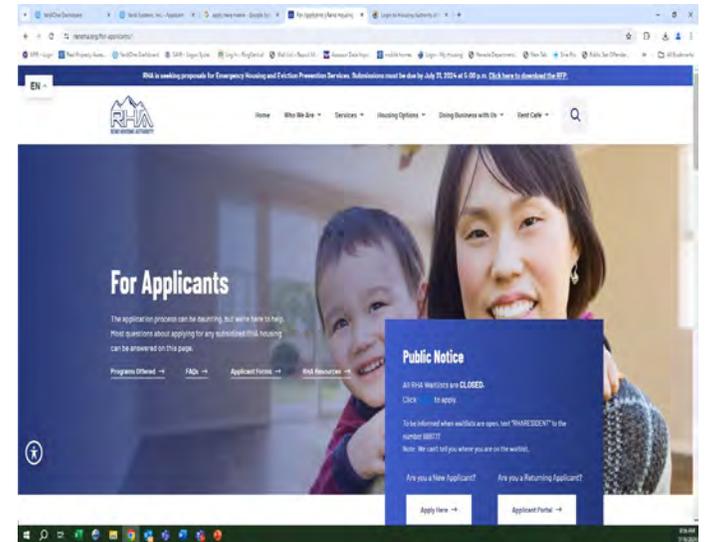
STEPS TO DETERMINE ELIGIBILITY...

1. Apply
2. Selection for Interview
3. Interview
4. Application Processing/Verification
5. Determine Eligibility
6. Referral for Housing Assistance



Step 1: Apply for Housing

- Applications for all housing programs are accepted only when waitlists are open. RHA opens waitlists when the number of applicants on a waitlist are not sufficient to support filling vacancies or support voucher leasing by local residents.
- The only exception is for programs that have been approved through an MTW activity to accept direct referrals from a community partner.
- The Admissions Team will conduct a preliminary review of all applications to ensure that the application is placed on the appropriate waitlist. The specific waitlist bedroom size is based on the number of members on the application as well as other basic eligibility information reported on the initial application.



Step 2: Selection for Interview

Between applying and this is when applicants experience the “wait” in waitlist.

- As the number of applications in the processing step reduces due to completion of the admissions process and referring for assistance, the Admissions Administrator will select a group of applicants for an interview.
- Roughly 175 applicants are selected from RHA waitlists for interviews each month.



Step 3: Interview

Once an applicant is selected for an interview, they meet with a Housing Specialist to provide the required documentation to determine their eligibility and certify that the information provided is accurate. A background check is conducted at this time as well.

- Proof of Identity
- Proof of Citizenship
- Proof of Income
- Proof of preferences
- Proof of deductions (childcare, medical, etc.)



Step 4: Application Processing & Verification

After the interview, staff will begin the process of verifying all of the information that was provided by the applicant. RHA's admission processes are subject to strict guidelines which requires thorough review and verification of all information provided.

If RHA doesn't have a unit or voucher available when the verification and eligibility determination is completed, staff may have to request new information once a unit/voucher is available to ensure RHA is in compliance with HUD guidelines regarding certification timelines.



Step 5: Determine Eligibility

Once an applicant's file has been verified and completed, the Senior Housing Specialist will conduct a final audit to ensure the file contains all of the information required by HUD and that the information is accurate.

After the file is audited, it is referred to the appropriate program to begin the voucher issuance or leasing process.

NOTE: Many applicants will have multiple changes to their household information during the application and interview process (addition/removal of members in the household, income gain/loss, allowable deductions). When this happens, RHA must recertify the applicant's file, which could require a request for additional information.



Step 6: Refer for Housing Assistance

When the applicant file is completed and certified AND a unit/voucher is available the applicant's file is referred for housing assistance.

During this entire process, staff works diligently to ensure that an eligible applicant can be immediately referred to a unit being vacated, or a voucher being turned over.



ADMISSIONS STAFF ACTIVITIES



ADMINISTRATOR ACTIVITIES

Oversee Day-to-Day Department Activities and Program Oversight:

- Staff Management
- Training & Development
- Monitor Department Processes & Budget
- Ensure Compliance with Regulations
- Spearhead Bi-Annual Waitlist Purge
- Conduct Applicant Selection for Interview Processes
- Maintain the Wait List
 - Maintain an adequate number of applicants who meet the minimum interview requirements on each of the 25 wait lists.
- Refer Applicant Files
- Represent Agency at Industry Events



SENIOR HOUSING SPECIALIST ACTIVITIES



- Supervises Staff
- Verifies and Determines Eligibility
- Conducts Informal Reviews
- Facilitate Applicant Review Board Meetings
- Reasonable Accommodations
- Audits Files for Referral to Housing Assistance





HOUSING SPECIALIST ACTIVITIES



Maintain Applicant's File

Housing Specialist are responsible for maintaining an average of 7,000+ active applications by updating any changes that have been reported by the applicants.



Interview Applicants

An average of 50 interviews are set up per week. The housing specialists determine what documentation and verifications are needed to determine eligibility.



Verify and Determine Eligibility

Housing Specialists review and verify applicant's income, assets, deductions, and family composition to determine eligibility for housing assistance. Housing Specialists need to know the eligibility requirements for each program.



GENERAL OFFICE CLERK ACTIVITIES



Incoming Mail & Verifications Tracking

Log all incoming USPS mail and email, and distribute to department personnel for processing, send and track verifications for eligibility determination.



Interview Scheduling

Schedule all weekly appointments for interview and mail the notification letters.



New Applications and Wait List Purging

Process new applications to determine the correct placement in the wait list, during the times the wait list is open. When Purging the wait list GOC updates applications as the responses are being received.



Front Desk Coverage

Admissions General Office Clerks collaborate with Rental Assistance to provide coverage for the front desk as needed.



ADMISSIONS
2024
GOALS



ADMISSIONS AND STAYING UP TO DATE ON REGULATIONS...

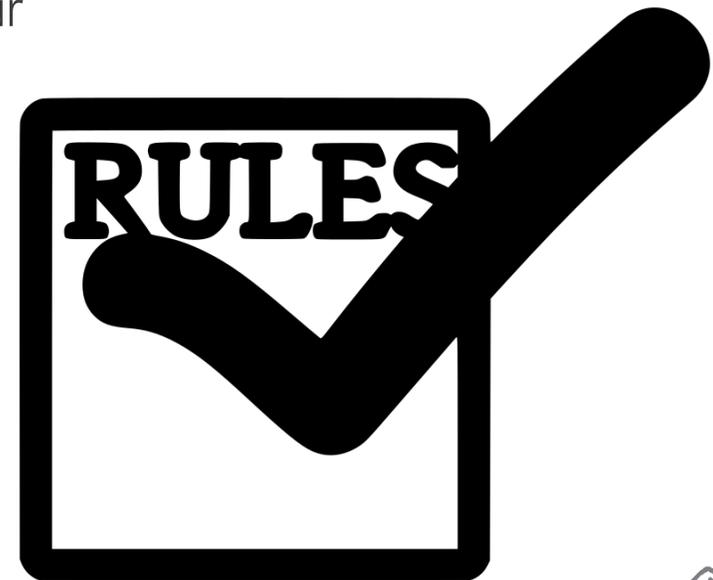
In preparation for the changes to RHA's housing portfolio (RAD) and new HOTMA rules and regulations, our team is preparing by completing new and updated trainings. During this past year, our team has completed the following trainings:

Management Team:

- HOTMA Summit
- HOTMA - HCV and Public Housing Rent Calculation
- HUD's Guidance on Criminal Activity and Housing

Housing Specialists:

- HOTMA - HCV and Public Housing Rent Calculation



ADMISSIONS 2024 GOALS

Short Term Goals

- Yardi:
 - Finish the implementation of Yardi-Rent Café and use the technological capabilities that the new system offers to mainstream our application and interview processes.
 - Promote participation from applicants to use the electronic services (Rent Café) available to them.

Staff:

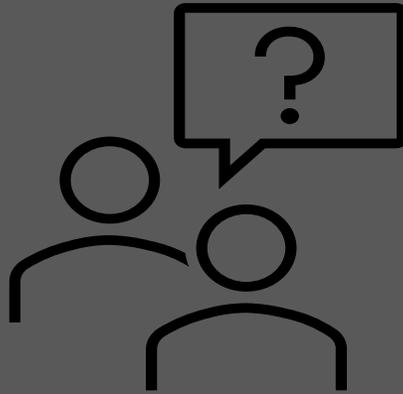
- Add an additional Housing Specialist to better handle the anticipated increase in RHA's housing portfolio.

Staff Training:

- Low-Income Tax Credit Specialist Certification
- RAD Project-Based Specialist Certification



Questions



RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 15

July 23, 2024

SUBJECT: Additional Items (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Additional Items:

- a) Possible change in day/time of Board meetings (Discussion)
- b) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- c) Reports on conferences and trainings. (Discussion)
- d) Old and New Business. (Discussion)
- e) Request for Future Agenda Topics (Discussion)
- f) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, August 27, 2024, and Tuesday, September 24, 2024. (For Possible Action)