

**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, April 25, 2023
TIME: 12:00 p.m. (Approximately)
PLACE: Reno Housing Authority Boardroom
1525 East Ninth Street, Reno, Nevada

Persons wishing to provide public comment may participate during the scheduled meeting by commenting in person during the course of the meeting, or address their comments, data, views, arguments in written form to Hilary Lopez, Ph.D., Executive Director, Housing Authority of the City of Reno, 1525 East 9th Street, Reno, NV 89512-3012, Fax: 775.786.1712; e-mail address: HLopez@renoha.org. Written submission should be received by the Board on or before, April 24, 2023, by 5:00 p.m., in order to make copies available to members of the Board and the public.

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

A G E N D A

- Call to order and roll call.
- Introduction of guests.
- First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comment from the public is limited to three minutes per person, under these items.
- Approval of agenda. (For Possible Action)
 1. Presentation by Cori Fisher, Director of Resident Services, to Jennifer Friend, Workforce Development graduate. (Discussion)
 2. Approval of the minutes of the closed session Board meeting held February 28, and the regular Board meeting held February 28, and the minutes of the regular Board meeting held March 28, 2023. (For Possible Action)
 3. 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)
 - No items

4. Commissioner Reports. (Discussion)
5. Executive Director/Secretary's Report. (Discussion)
 - A. Update on Agency activities
 - B. Update on Rental Assistance Voucher Programs / Asset Management
 - C. Update on Workforce Development, Elderly Services, and youth activities
 - D. Update on Public Affairs activities
 - E. Update on Development activities
 - F. Update on Information Technology activities
 - G. Update on MTW activities
 - H. Financials
6. Possible adoption of Resolution 23-04-01 RH approving the final financial audit report from CliftonLarsonAllen LLP. (For Possible Action)
7. Discussion and presentation of draft FY2024 RHA budget. (Discussion)
8. Discussion on possible amendments to the By-laws of the City of Reno Housing Authority. (Discussion)
9. Possible adoption of Resolution 23-04-02, which will allow Agency to submit a Housing and Urban Development ("HUD") Rental Assistance Demonstration ("RAD") application, a City of Reno Private Activity Volume Cap request, a Nevada housing Division Multi-Family Bond Application, a Washoe County HOME Consortium Affordable Housing Municipal Loan Program application, and a Federal Home Loan Bank Affordable Housing Program application, as needed, for Silverada Manor. (For Possible Action)
10. Closed session regarding the possible negotiation of the acquisition of 419 10th Street, Sparks, NV for future housing development. No action may be taken during the closed session.
11. Discussion and possible action to approve the Purchase and Sale Agreement (PSA) for the property located at 419 10th Street for a purchase price of \$775,000. The total fiscal impact will include the purchase price, proportionate closing costs, and up to \$6,864.43 in relation to the building permit extension fee attached to said property. (For Possible Action)
12. Discussion of Board's intent and direction to staff regarding Horizon Hills property, APN 082-22-10. (Discussion)

13. Additional Items:

- i) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- ii) Reports on conferences and trainings. (Discussion)
- iii) Old and New Business. (Discussion)
- iv) Request for Future Agenda Topics (Discussion)
- v) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, May 23, 2023; Tuesday, June 27, 2023; and Tuesday, July 25, 2023. (For Possible Action)

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

15. Adjournment.

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

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

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

Dated April 20, 2023



*By: Lindsay Dobson
Executive Administrative Assistant*

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 1

April 25, 2023

SUBJECT: Presentation by Cori Fisher, Director of Resident Services, to Jennifer Friend, Workforce Development graduate. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 2

April 25, 2023

SUBJECT: Approval of the minutes of the closed session Board meeting held February 28, and the regular Board meeting held February 28, and the minutes of the regular Board meeting held March 28, 2023. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: Discussion

MINUTES OF THE REGULAR MEETING
HOUSING AUTHORITY OF THE CITY OF RENO
BOARD OF COMMISSIONERS
February 28, 2023

The regular meeting of the Board of Commissioners of the Housing Authority of the City of Reno (Agency) was called to order by Vice Chairman Aiazzi at 12:06 pm on Tuesday, February 28, 2023 in the Agency's Boardroom.

Commissioners Present

Dave Aiazzi, Chairperson
Jazzmeen Johnson, Vice Chairperson-**via phone**
Hillary Schieve, Commissioner-**via phone**

Commissioners Absent

Mark Sullivan

Staff Present

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

Staff Absent

Others Present

Justin Measley-Certified Public Accountant with CliftonLarsonAllen LLP.

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

- **Call to order and roll call.**
- **Receive introduction of guests.** Justin Measley-Certified Public Accountant with CliftonLarsonAllen LLP.
- **First Period of Public Comment.** The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comment from the public is limited to three minutes per person, under these items.

There was no public comment.

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

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

1. Presentation of financial audit from Justin Measley, Certified Public Accountant with CliftonLarsonAllen LLP. (Discussion)

Justin Measley provided a presentation on RHA's 2022 financial draft audit. Presentation included in packet for reference.

2. Approval of the minutes of the regular Board meeting held January 17, 2023. (For Possible Action)

Commissioner Schieve motioned to approve the minutes. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried and the minutes approved.

3. 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)

No items.

4. Commissioner Reports. (Discussion)

No items.

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

Executive Director Lopez reported RHA is working with HUD, the Nevada Rural Housing Authority, and other partners to host a housing choice voucher workshop for landlords. The workshop will be held on March 16, 2023, at the Innevation Center in Reno. A flyer with more information is included in the packet for reference.

Executive Director Lopez reported, in support of the Board's goal to begin asset repositioning, staff has signed contracts with Praxis Consulting Group, LLC, to assist with the processes and applications needed to submit for a RAD conversion at Silverada Manor and Section 18 Demolition/Disposition at Hawk View Apartments. Staff has already met with the Resident Advisory Board regarding RHA's asset repositioning plans and is scheduling additional resident meetings in March ahead of the required Board hearing and submittal of applications to HUD.

Executive Director Lopez reported staff is finalizing plans for an RHA property tour for elected officials. Staff hopes it will be an opportunity to provide newly elected officials and other key stakeholders information on our public housing properties, our redevelopment plans and our other programs and services as well.

B. Update on Rental Assistance Voucher Programs / Asset Management

Rental Assistance Voucher Programs

| Voucher Type | Total Voucher Allocation | Vouchers Leased as of 2/1/23 | Percent Leased | Vouchers Issued Not Yet Leased |
|------------------------|--------------------------|------------------------------|----------------|--------------------------------|
| Housing Choice Voucher | 2,477 | 2,245 | 91% | 159 |
| VASH | 416 | 280 | 67% | 43 |
| EHV | 137 | 80 | 58% | 31 |
| FYI | 15 | 5 | 33% | 0 |

| Number HQS Inspections Conducted by Month | |
|---|-----|
| January 2023 | 235 |

Housing Choice Vouchers (HCV)

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

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

Veteran's Affairs Supporting Housing Vouchers (VASH)

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

Emergency Housing Vouchers (EHV)

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

Foster Youth to Independence Vouchers (FYI)

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

Asset Management

- Maintenance staff continue to be busy with snow/ice removal and cleanup of fallen tree limbs due to the weight of the snow fall received. They have continued to remain focused on vacancy turns and urgent and emergency work orders in between the inclement weather storms. Management staff are working on file audits for all sites to ensure they are up to date and contain all necessary information.
- The Director of Asset Management attended the NSPIRE Inspection training in Oakland, California in anticipation of the new requirements being effective April 01, 2023. Once final HUD regulations are announced, management and maintenance staff will be trained on the new requirements.
- The Area Maintenance Lead scheduled a tankless water heater training courtesy of Rinnai company for all maintenance staff to attend during February at no charge to the Authority. This training will provide the maintenance team with the knowledge necessary to make repairs and complete required preventative maintenance on the units, as we continue to replace storage tank water heaters with the new tankless product.
- Public Housing ended the month of December with 12 vacancies for an overall occupancy rate of 97.75% across all sites. In January, eight residents vacated their unit, and two units were leased.
- During the month of January, two public housing residents completed the Rental Assistance briefing and transitioned to a scattered site property under the mobility program. There is one more resident that needs to go through the briefing process to fill the final mobility vacancy.
- The Essex playground improvements were completed during the month of January. The McGraw water heater replacement project continues, and the Essex water heater replacement started in January.

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

Department Updates

- Staff attended the first of three Washoe County Home Consortium TRC (Technical Review Committee) meetings to present an overview of the Carville Court Supportive Services HOME-ARP project submission.
- Staff met with **Nevada Rural Housing Authority** and **Nevada Housing Division** to gain a deeper understanding of homeownership programs available to Nevadans. Discussions will continue with quarterly update meetings.
- All resident services staff attended two trainings this month:
 - LGBTQIA+ Education Training with **TMCC**
 - Adult Protective Services Training with **ADSD**

Elderly Services:

- **Holy Cross Catholic Church** donated a truck full of food in January which staff delivered to senior residents.

- **Altrusa Reno/Sparks, Reno Gastro Project, Project 150, Katie Grace Foundation, and Black Wallstreet** gathered to provide an outreach event to RHA public housing seniors. 82 seniors were provided with household items, blankets, food, puzzles, and a warm meal.
- **Saint Mary's** and **Mobile One Docs** hosted a "heart healthy" event on Valentine's Day for RHA seniors and persons with disabilities to learn how to keep hearts young and healthy. Over 50 seniors attended the event.
- RHA hosted **N4 (Neighbor Network of Northern Nevada)** and representatives from the **Community Transportation Association of America** for a Transit Planning 4 All (TP4A) listening session. Chosen RHA seniors and staff participated in the session to share their experiences with barriers regarding transportation for seniors/persons with disabilities.

Workforce Development

- Over 20 residents attended RHA's first Homeownership workshop, with many asking for another opportunity. **First Independent Bank** is providing residents with a workshop in March titled, "Building Your Credit to Buy a Home."
- 18 residents signed up for the Workforce Development program in January alone. Staff is working to create additional innovative recruitment tools.
- Start Smart scholarship applications are due March 31st. All Start Smart graduates will be invited to the inaugural RHA Scholarship Awards Dinner in June, where the scholarships will be presented.

Youth/Family Activities

- RHA is partnering with the **Ballroom of Reno** to offer weekly dance classes to youth at Essex Manor starting in April.
- RHA is partnering with **Note-Able Music Therapy** to offer music classes at Hawk View and Mineral Manor, once a week for 8 weeks starting in March.
- **Sierra Nevada Journey's** Summer Camp registration opened to residents on Monday, February 27th. RHA is thrilled to have received 55 scholarships this year.

Resident Councils

- Hawk View's garden committee completed an area sketch and is getting ready to get to work in March. **Urban Roots** will be joining residents and staff on March 11th to build garden beds.
- Tom Sawyer resident council hosted a luncheon on February for residents of Tom Sawyer and Silverada to encourage senior socialization.

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

D. Update on Public Information Activities

Opportunity Knocks Magazine

- In final editing stage. With senior leadership for their edits.

Website Revamp

- Continued meetings with and content submission to Maslow Creative.

Educational Mini-Videos

- Revamping to ensure they are accessible to blind/deaf patrons
- Created training for all RHA employees to ensure consistent messaging on RHA activities and mission.

Social Media, Commercial Media, Other

- Wrote strategic communications plan for PH repositioning. Creating collateral items for residents, social, media talking points, and social posts
- Continuing other collateral items
- Responded to Washington Post reporter regarding security cameras at public housing sites
- Finalized February employee newsletter
- Provided initial list/coordination plans for Celebrity Homes Tour for April for elected officials, board of commissioners, and RHA executive staff
- While a high number followers/likes are not the goal of social media (engagement and messaging is the goal), in the past 20 months, our Facebook presence has grown from 142 likes/followers to 1,427. We created Twitter and Instagram from scratch and are continually adding followers, 84 and 462 respectively.

E. Update on Development Activities

- **(CF2021) McGraw Ct. HVAC Replacement:** Mt. Rose Heating and Airconditioning Inc. (\$304,000.00). Bids were opened December 16, 2022. The contract for this project was signed on January 26, 2023. Contractor is waiting on long lead items prior to signing a notice to proceed.
- **(OPS) Dick Scott Manor Project:** The design phase of the project was completed with plans submitted to the City of Reno for comment and plan review. RHA has received the final GMP from the general contractor (Plenium Builders) with 100% of bids received. The final construction contract and Notice to Proceed (NTP) is scheduled for March 2023.
- **(CF2020) John McGraw Court Water Heater Replacement:** Michael's Plumbing (\$141,909.00). A notice to proceed was issued December 5, 2022. Michael's Plumbing has completed installing 25 of the 33 water heaters under contract. The project is proceeding smoothly and should be substantially complete March 2023.
- **(CF 2020) Essex Manor Water Heater Replacement:** Simerson Construction (\$630,081.00). A notice to proceed was issued January 9, 2023. Simerson has completed 59 of the 100 water heaters under contract. The project is proceeding smoothly and is expected to be completed late April 2023.
- **(CF2021) Stead Manor Concrete and Pavement Replacement:** Spanish Springs Construction (\$598,000.00). The contract for this project was signed on December 16, 2022. The project will not start until asphalt plants re-open in the spring of 2023.
- **(CF 2021) Myra Birch Manor Video Surveillance System:** 295 Cabling (\$73,840.00). Contract signing was December 8, 2022. Contractor is waiting on long lead items prior to signing a notice to proceed.
- **(CF2021) Stead Manor Video Surveillance System:** 295 Cabling (\$79,250.00) Contract signing was December 8, 2022. Contractor is waiting on long lead items prior to signing a notice to proceed.

- **(OPS) 419 10th St. Sparks, NV 15 Unit Apartment Complex:** A Letter of Intent (LOI) was delivered to the selling partners of the property October 31, 2022. The LOI was executed by the seller and returned to RHA November 8, 2022. Escrow was opened on the property November 11, 2022. RHA is in the process of providing a purchase and sales agreement for review by the owner. The City of Sparks has initiated an Environmental Assessment on the property.

F. Update on Information Technology activities

Electronic Document Management System

- 2/24/2023: All folder structures have been configured in the production environment.
- 2/24/2023: Staff continues to scan Rental Assistance files into the production environment
 - 1314 out of approx. 2500 client files have been scanned
 - All files will be scanned within 11 months at current scan rate
- 2/24/2023: Physical file prepping and scanning into Laserfiche on hold for the Asset Management Department due to staff turnover in IT. Work on this project is expected to resume in March 2023.

Yardi

- 2/24/2023: Staff has begun Yardi online training.
- 2/24/2023: Staff will begin the 1st of 5 on-site Yardi-led trainings on 2/28/2023.

2/24/2023: Yardi Voyager (PHA Software) configuration for financials, Rental Assistance, Asset Management, and Admissions continues.

G. Update on MTW Activities

FY 2024 Annual MTW Plan

RHA's FY 2024 Annual MTW Plan has been drafted and posted for public comment. Staff attended several Resident Council meetings to provide an overview of the proposed activities and their effect on current Public Housing residents. A public hearing to answer questions or receive comments on the proposed MTW Annual Plan, which includes a Rental Assistance Demonstration Program and Section 18 Repositioning Amendment, will be held on March 2, 2023.

In FY 2024, RHA is proposing the following new MTW Plan activities:

- *Time-Limited Workforce Development Vouchers*
RHA is proposing to establish a partnership referral program that would allow the agency to provide time-limited housing assistance to clients referred by one of RHA's non-profit partners.
- *Local Project Based Voucher Program*
RHA is implementing several activities surrounding Project Based Vouchers. With this activity, RHA is proposing to consolidate each of these activities into one Local Project Based Voucher Program activity.

Furthermore, in FY 2024, RHA is proposing to amend the following MTW activities previously approved by HUD and implemented by the agency:

- *Simplify rent calculations and increase the minimum rent*

In 2014, RHA raised the minimum rent from \$50 to \$75 to save HCV HAP expense and PH operating subsidy. Based on current rental market conditions, RHA proposes to increase the minimum rent in FY 2024 to \$100.

- *Landlord Incentive Program*

RHA will amend this activity to allow for an automatic payment of the second month and to change the payment amount to the landlord to the actual contract rent amount rather than the HAP payment amount. In addition, to provide more of an incentive to landlords who lease to RHA's HCV participants, RHA is proposing to implement a re-lease bonus and a landlord referral bonus.

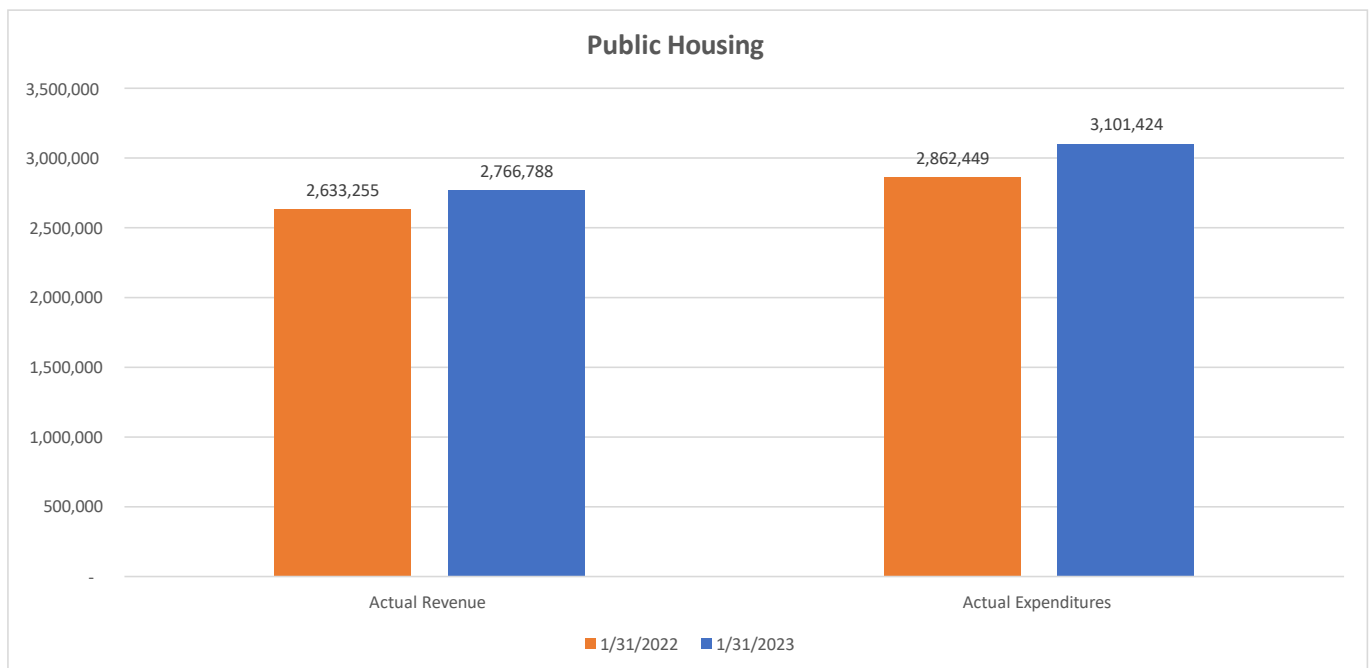
- *Redetermination of rent reasonableness as a result of a change in contract rent*

RHA will continue to waive the requirement for rent reasonableness determinations provided that the new requested rent amount is a change of 10% or less but proposes to automatically approve requests that are at or below the current payment standard.

H. Financials

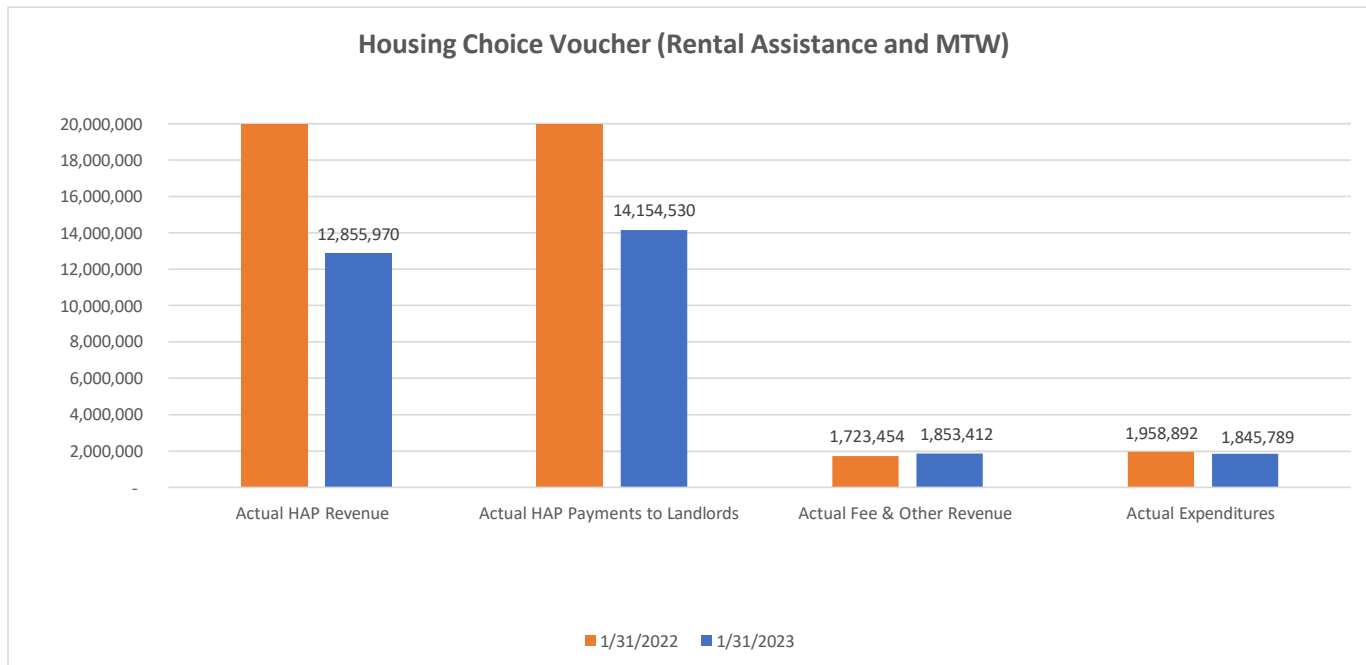
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 7 MONTHS ENDED JANUARY 31, 2023**

| Public Housing | 1/31/2023 | 1/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---------------------------------|------------------|------------------|---|--------------------------------|
| Actual Revenue | 2,766,788 | 2,633,255 | 133,533 | 5.07% |
| Budgeted Revenue | 2,723,489 | 2,681,917 | 41,573 | 1.55% |
| Actual Expenditures | 3,101,424 | 2,862,449 | 238,975 | 8.35% |
| Budgeted Expenditures | 3,316,658 | 2,806,598 | 510,060 | 18.17% |
| Actual Surplus (deficit) | (334,636) | (229,194) | (105,443) | 46.01% |



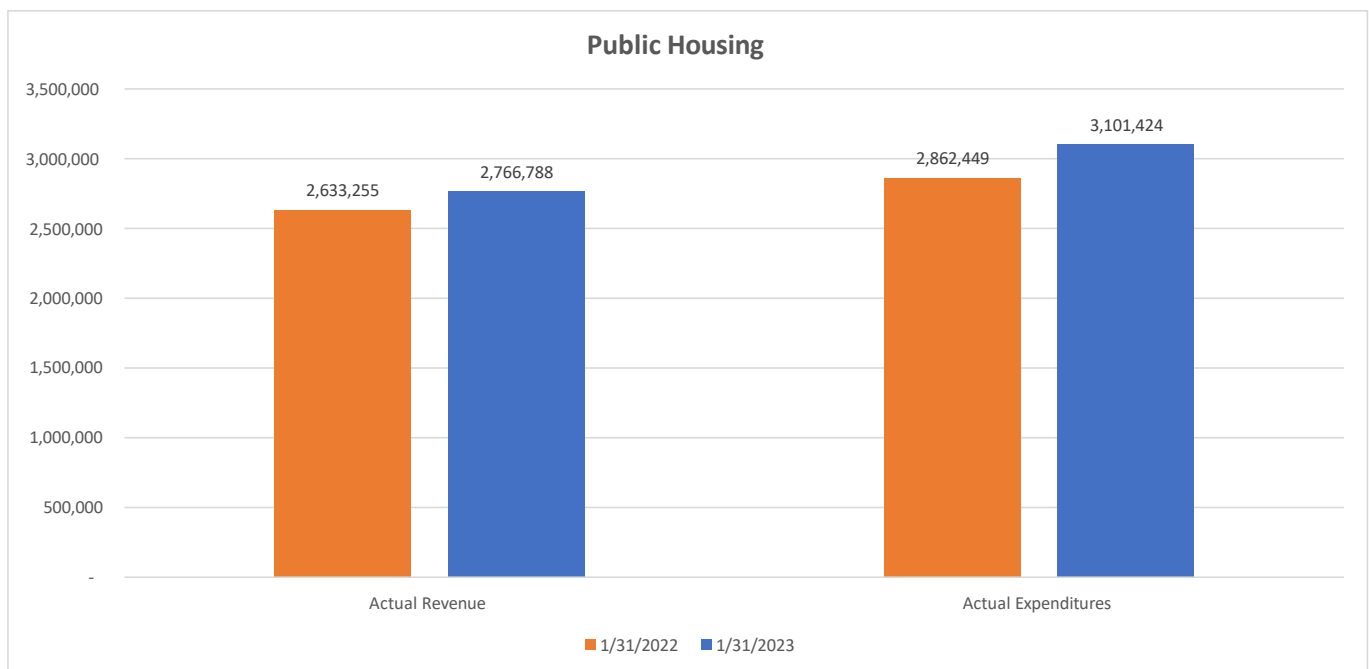
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 7 MONTHS ENDED JANUARY 31, 2023**

| Housing Choice Voucher (Rental Assistance and MTW) | 1/31/2023 | 1/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---|--------------------|------------------|---|----------------------------|
| Actual HAP Revenue | 12,855,970 | 22,134,296 | (9,278,326) | -41.92% |
| Budgeted HAP Revenue | 14,929,019 | 23,021,991 | (8,092,972) | -35.15% |
| Actual HAP Payments to Landlords | 14,154,530 | 21,707,675 | (7,553,145) | -34.79% |
| Budgeted HAP Payments to Landlords | 14,714,534 | 22,618,704 | (7,904,169) | -34.95% |
| Actual Fee & Other Revenue | 1,853,412 | 1,723,454 | 129,958 | 7.54% |
| Budgeted Fee & Other Revenue | 1,559,013 | 1,984,592 | (425,580) | -21.44% |
| Actual Expenditures | 1,845,789 | 1,958,892 | (113,103) | -5.77% |
| Budgeted Expenditures | 1,979,876 | 2,098,081 | (118,205) | -5.63% |
| Actual Surplus (deficit) | (1,290,938) | 191,183 | (1,482,121) | -775.24% |



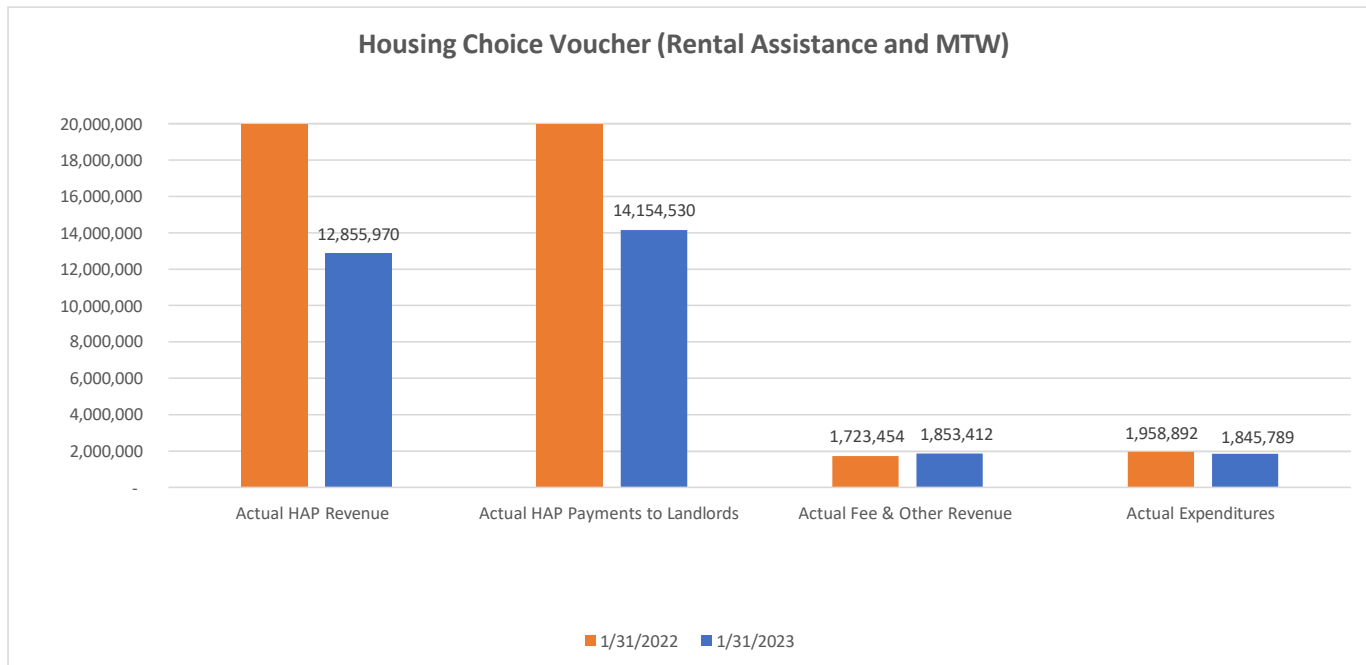
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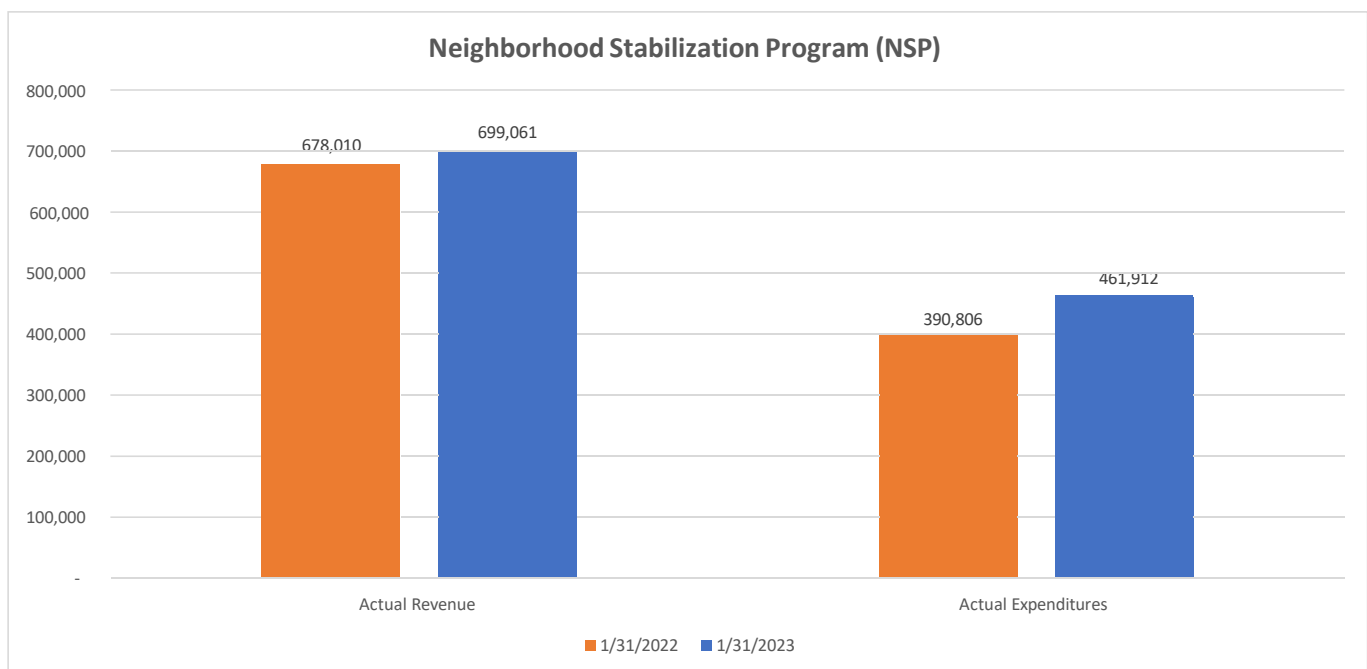
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FOR THE 7 MONTHS ENDED JANUARY 31, 2023**

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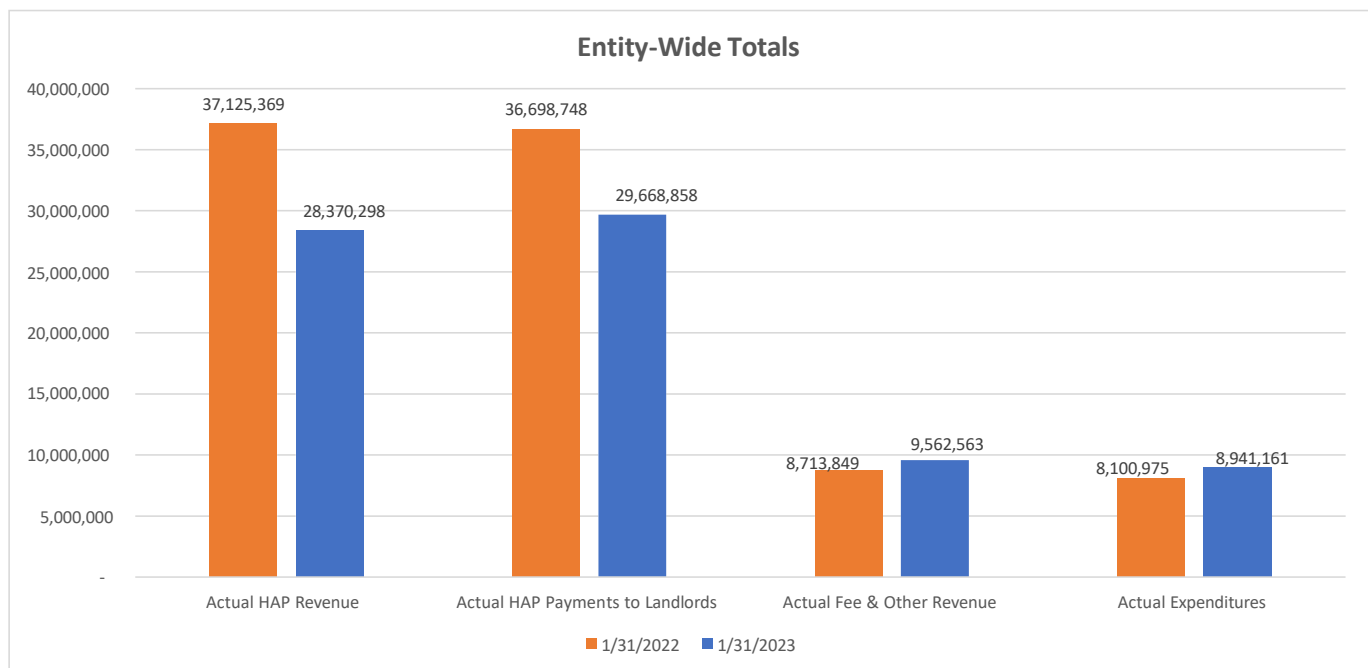
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 7 MONTHS ENDED JANUARY 31, 2023**

| Neighborhood Stabilization Program (NSP) | 1/31/2023 | 1/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---|------------------|------------------|---|----------------------------|
| Actual Revenue | 699,061 | 678,010 | 21,051 | 3.10% |
| Budgeted Revenue | 696,620 | 654,341 | 42,279 | 6.46% |
| Actual Expenditures | 461,912 | 390,806 | 71,106 | 18.19% |
| Budgeted Expenditures | 401,188 | 403,896 | (2,709) | -0.67% |
| Actual Restricted Surplus (deficit) | 237,149 | 287,204 | (50,055) | -17.43% |



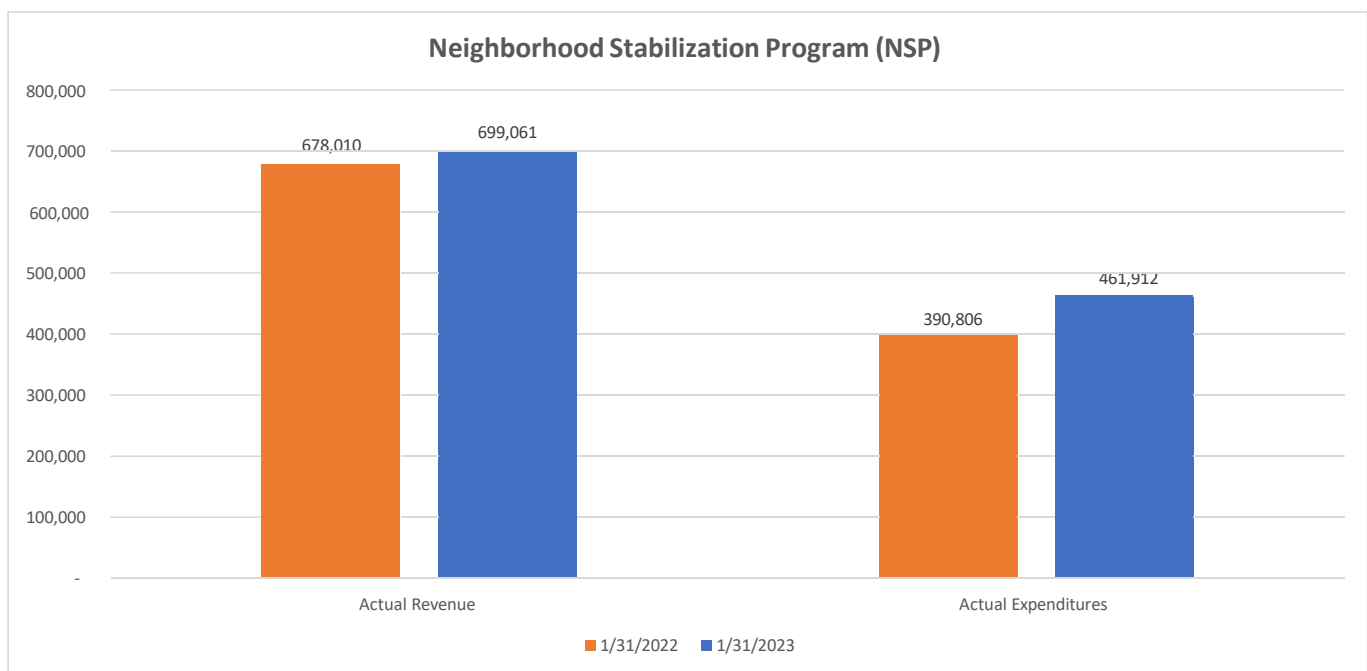
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 7 MONTHS ENDED JANUARY 31, 2023**

| Entity-Wide Totals | 1/31/2023 | 1/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|------------------------------------|--------------------|----------------|-------------------------------------|------------------------|
| Actual HAP Revenue | 28,370,298 | 37,125,369 | (8,755,071) | -23.58% |
| Budgeted HAP Revenue | 29,942,438 | 38,559,282 | (8,616,844) | -22.35% |
| Actual HAP Payments to Landlords | 29,668,858 | 36,698,748 | (7,029,890) | -19.16% |
| Budgeted HAP Payments to Landlords | 29,727,954 | 38,155,995 | (8,428,041) | -22.09% |
| <i>HAP Surplus (Deficit)</i> | <i>(1,298,560)</i> | <i>426,621</i> | <i>(1,725,181)</i> | <i>-404.38%</i> |
| Actual Fee & Other Revenue | 9,562,563 | 8,713,849 | 848,713 | 9.74% |
| Budgeted Fee & Other Revenue | 9,361,637 | 8,852,214 | 509,423 | 5.75% |
| Actual Expenditures | 8,941,161 | 8,100,975 | 840,186 | 10.37% |
| Budgeted Expenditures | 9,376,429 | 8,027,191 | 1,349,238 | 16.81% |
| <i>Unrestricted Profit (Loss)</i> | <i>621,401</i> | <i>612,874</i> | <i>8,527</i> | <i>1.39%</i> |
| Actual Surplus (deficit) | (677,158) | 1,039,495 | (1,716,654) | -165.14% |



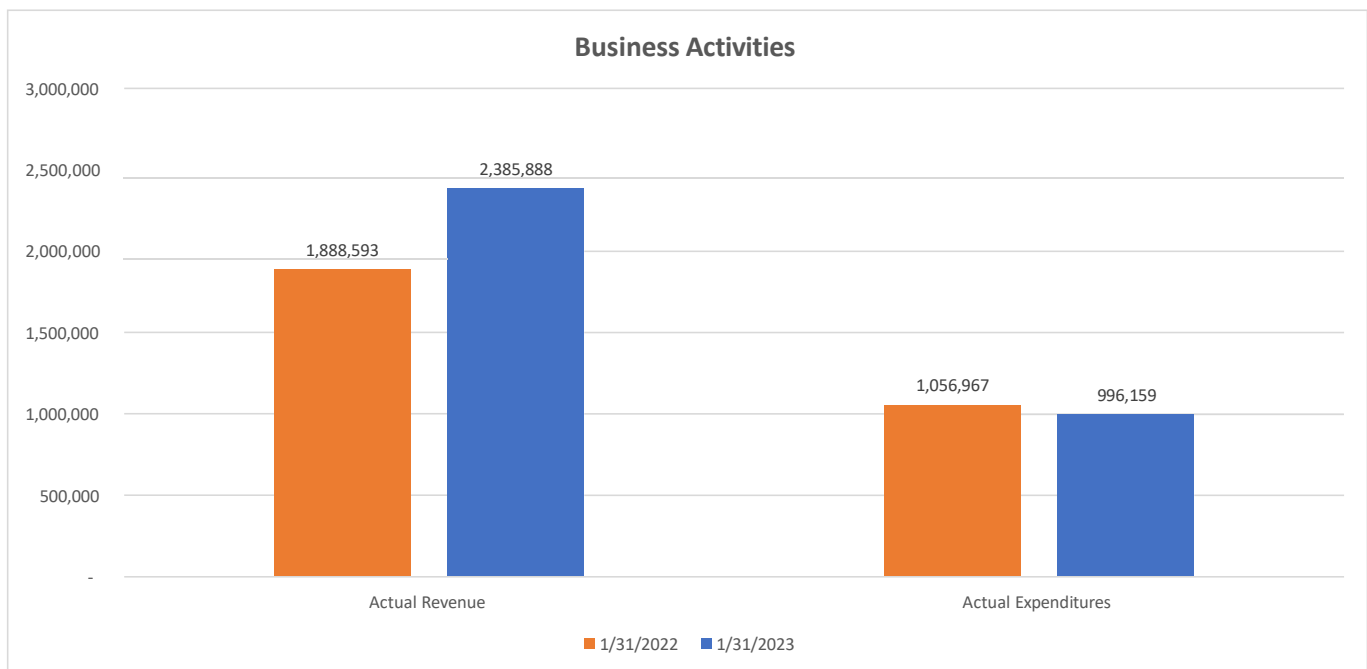
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 7 MONTHS ENDED JANUARY 31, 2023**

| Neighborhood Stabilization Program (NSP) | 1/31/2023 | 1/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---|------------------|------------------|---|----------------------------|
| Actual Revenue | 699,061 | 678,010 | 21,051 | 3.10% |
| Budgeted Revenue | 696,620 | 654,341 | 42,279 | 6.46% |
| Actual Expenditures | 461,912 | 390,806 | 71,106 | 18.19% |
| Budgeted Expenditures | 401,188 | 403,896 | (2,709) | -0.67% |
| Actual Restricted Surplus (deficit) | 237,149 | 287,204 | (50,055) | -17.43% |



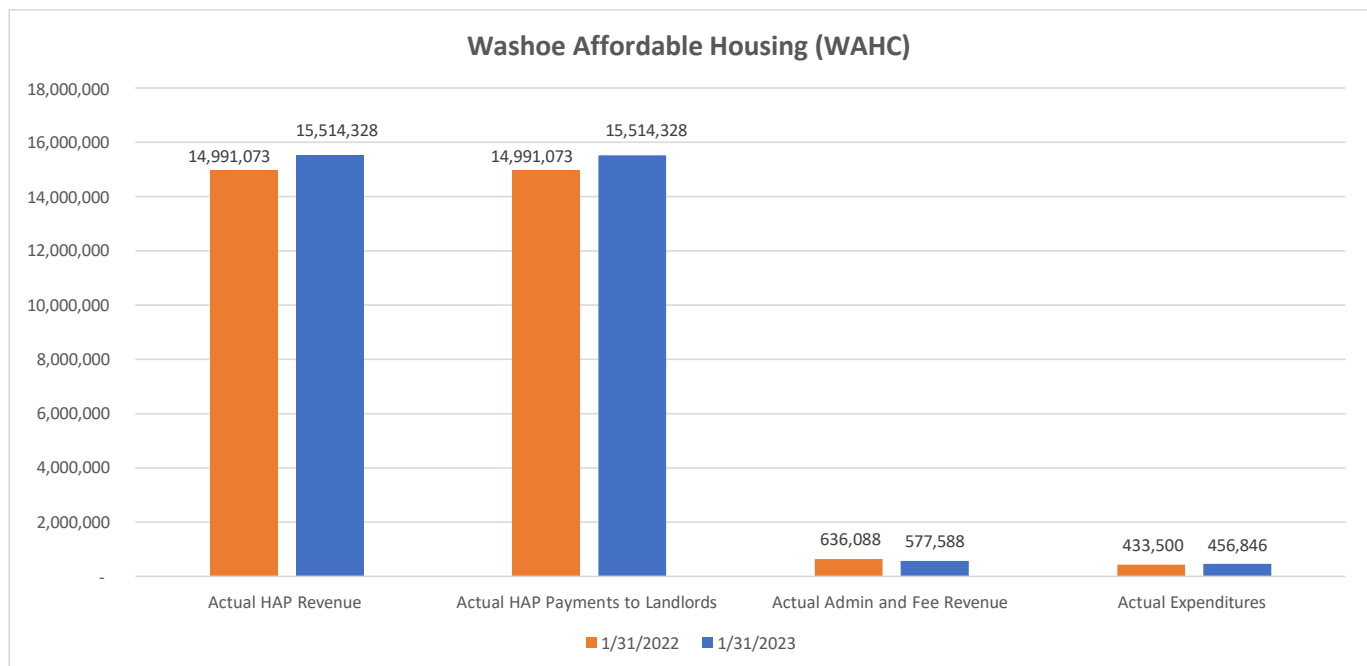
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 7 MONTHS ENDED JANUARY 31, 2023**

| Business Activities | 1/31/2023 | 1/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|--|------------------|------------------|---|--------------------------------|
| Actual Revenue | 2,385,888 | 1,888,593 | 497,295 | 26.33% |
| Budgeted Revenue | 2,390,196 | 1,880,452 | 509,744 | 27.11% |
| Actual Expenditures | 996,159 | 1,056,967 | (60,808) | -5.75% |
| Budgeted Expenditures | 1,003,971 | 1,231,451 | (227,480) | -18.47% |
| Actual Unrestricted Surplus (deficit) | 1,389,729 | 831,625 | 558,104 | 67.11% |



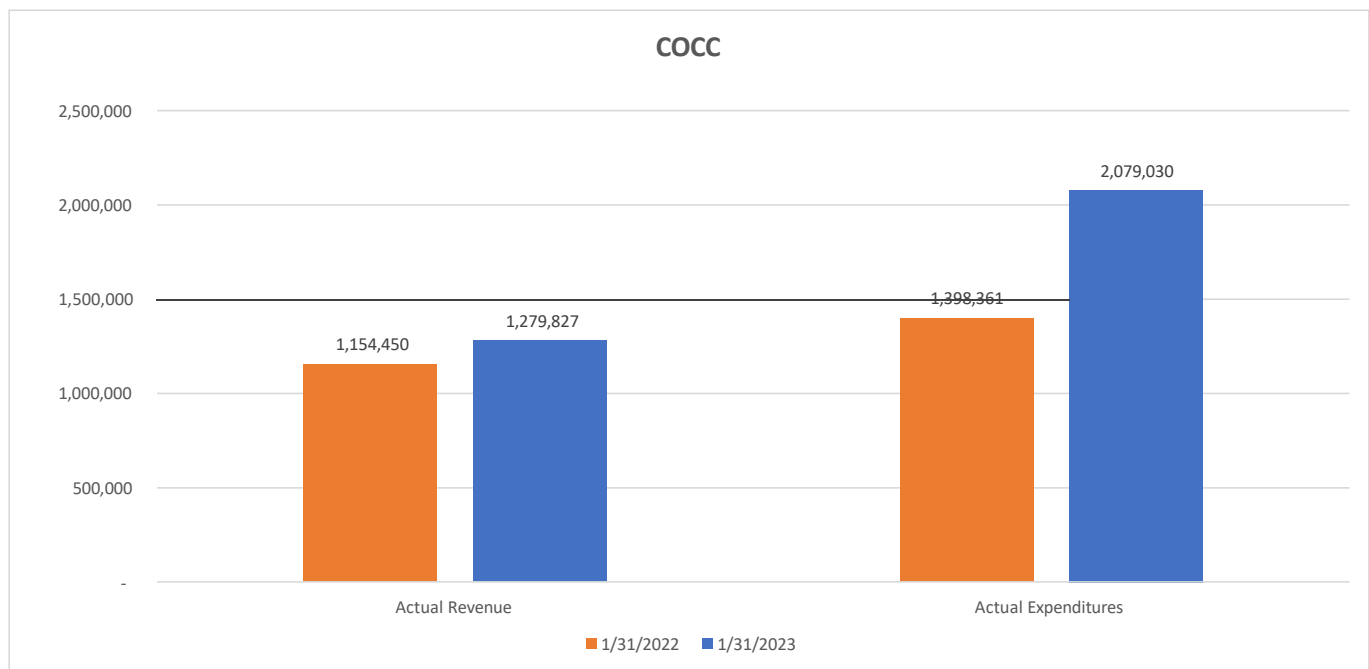
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 7 MONTHS ENDED JANUARY 31, 2023**

| Washoe Affordable Housing (WAHC) | 1/31/2023 | 1/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|------------------------------------|----------------|----------------|-------------------------------------|------------------------|
| Actual HAP Revenue | 15,514,328 | 14,991,073 | 523,255 | 3.49% |
| Budgeted HAP Revenue | 15,013,419 | 15,537,291 | (523,872) | -3.37% |
| Actual HAP Payments to Landlords | 15,514,328 | 14,991,073 | 523,255 | 3.49% |
| Budgeted HAP Payments to Landlords | 15,013,419 | 15,537,291 | (523,872) | -3.37% |
| <i>HAP Surplus (Deficit)</i> | - | - | - | 0.00% |
| Actual Admin and Fee Revenue | 577,588 | 636,088 | (58,500) | -9.20% |
| Budgeted Admin and Fee Revenue | 602,592 | 517,636 | 84,956 | 16.41% |
| Actual Expenditures | 456,846 | 433,500 | 23,346 | 5.39% |
| Budgeted Expenditures | 412,742 | 393,232 | 19,510 | 4.96% |
| <i>Unrestricted Profit (Loss)</i> | <i>120,742</i> | <i>202,588</i> | (81,846) | -40.40% |
| Actual compared to budget | 120,742 | 202,588 | (81,846) | -40.40% |



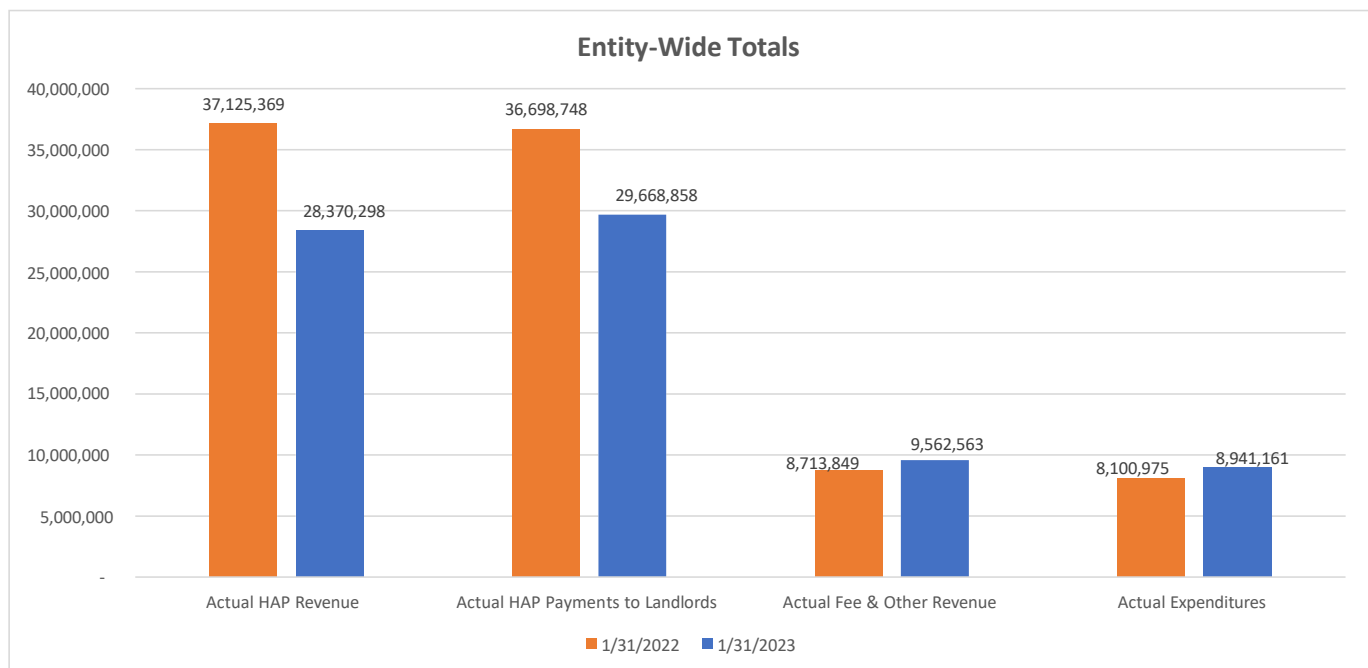
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 7 MONTHS ENDED JANUARY 31, 2023**

| COCC | 1/31/2023 | 1/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---------------------------------------|-----------|-----------|-------------------------------------|------------------------|
| Actual Revenue | 1,279,827 | 1,154,450 | 125,376 | 10.86% |
| Budgeted Revenue | 1,389,728 | 1,133,277 | 256,451 | 22.63% |
| Actual Expenditures | 2,079,030 | 1,398,361 | 680,669 | 48.68% |
| Budgeted Expenditures | 2,261,994 | 1,093,933 | 1,168,061 | 106.78% |
| Actual Unrestricted Surplus (deficit) | (799,204) | (243,911) | (555,293) | 227.66% |



**ENTITY-WIDE FINANCIAL REPORT
FOR THE 7 MONTHS ENDED JANUARY 31, 2023**

| Entity-Wide Totals | 1/31/2023 | 1/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|------------------------------------|--------------------|----------------|-------------------------------------|------------------------|
| Actual HAP Revenue | 28,370,298 | 37,125,369 | (8,755,071) | -23.58% |
| Budgeted HAP Revenue | 29,942,438 | 38,559,282 | (8,616,844) | -22.35% |
| Actual HAP Payments to Landlords | 29,668,858 | 36,698,748 | (7,029,890) | -19.16% |
| Budgeted HAP Payments to Landlords | 29,727,954 | 38,155,995 | (8,428,041) | -22.09% |
| <i>HAP Surplus (Deficit)</i> | <i>(1,298,560)</i> | <i>426,621</i> | <i>(1,725,181)</i> | <i>-404.38%</i> |
| Actual Fee & Other Revenue | 9,562,563 | 8,713,849 | 848,713 | 9.74% |
| Budgeted Fee & Other Revenue | 9,361,637 | 8,852,214 | 509,423 | 5.75% |
| Actual Expenditures | 8,941,161 | 8,100,975 | 840,186 | 10.37% |
| Budgeted Expenditures | 9,376,429 | 8,027,191 | 1,349,238 | 16.81% |
| <i>Unrestricted Profit (Loss)</i> | <i>621,401</i> | <i>612,874</i> | <i>8,527</i> | <i>1.39%</i> |
| Actual Surplus (deficit) | (677,158) | 1,039,495 | (1,716,654) | -165.14% |



6. Discussion and possible action to authorize the Executive Director to negotiate and execute a no cost Interlocal Agreement between RHA and the Division of Welfare and Supportive Services. (For Possible Action)

Commissioner Schieve motioned to approve the Executive Director to negotiate and execute a no cost Interlocal Agreement between RHA and the Division of Welfare and Supportive Services. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

7. Discussion and possible action for Approval of a construction contract between the City of Reno Housing Authority and Plenum Builders for construction of Dick Scott Manor for a Gross Maximum Price of \$4,009,428.00. (For Possible Action)

Vice Chairwoman Johnson motioned to approve a construction contract between the City of Reno Housing Authority and Plenum Builders for construction of Dick Scott Manor for gross maximum price not to exceed \$3,995,444 and authorize the Executive Director to finalize and execute a contract for that project in a form acceptable to Housing Authority and Counsel.

8. Discussion and possible action to approve new rent setting policies for unaided and NSP properties. (For Possible Action)

Commissioner Schieve motioned to approve the item as presented with direction to staff to bring back the information on what the rent increases would be by the end of a four year goal. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

9. Discussion and possible action to approve a new flat rent for public housing. (For Possible Action)

Deputy Executive Director McKendree informed the Board the new flat rent policy would be implemented with the new MTW plan which is set to come back for Board approval in March.

There were no questions or discussion.

10. Discussion and possible action to solicit a lobbyist for the State of Nevada 2023 Legislative Session. Discussion may include without limitation an update on the Nevada Housing Coalition legislative priorities and/or support for housing legislation. (For Possible Action)

Thoughtful and intelligent conversations took place regarding the State of Nevada 2023 Legislative Session. The Board agreed Executive Director Lopez was permitted to testify on bills that have a positive impact or bring additional revenue to the Housing Authority. It was decided not to solicit a lobbyist at this time.

11. Discussion and possible action to modify the current meeting schedule to accommodate potential City and County elected officials and liaisons. (For Possible Action)

The Board agreed to discuss modifications to the current meeting schedule once a new commissioner is appointed by city council.

12. Discussion and possible action on the City of Reno's proposed Stormwater Utility Fee, RHA's submitted comments, and direction to staff on this matter. (For Possible Action)

Thoughtful and intelligent conversations took place regarding the City of Reno's proposed Stormwater Utility Fees.

13. Closed Session: Discussion on 1) the status of the Bonanza Inn and potential acquisition of the property, through possible use of eminent domain or otherwise, for subsequent development of low income and/or workforce housing using City of Reno American Rescue Plan Act (ARPA) and other sources and 2) City of Reno's response to RHA's request to use of ARPA funds allotted to the Bonanza for the proposed Carville Court Supportive Housing redevelopment project and the Essex Manor public housing rehabilitation project. See *Op. Nev. Att'y Gen. No. 372 (December 29, 1966)*. (Discussion)

Staff entered closed session at 1:10 pm.

Staff returned from closed session at 1:47 pm.

14. Open Session: Discussion and possible action to provide direction to Staff on 1) the status of the Bonanza Inn and potential acquisition of the property, through possible use of eminent domain or otherwise, for subsequent development of low income and/or workforce housing using City of Reno American Rescue Plan Act (ARPA) and other sources and 2) City of Reno's response to RHA's request to use of ARPA funds allotted to the Bonanza for the proposed Carville Court Supportive Housing redevelopment project and the Essex Manor public housing rehabilitation project and direction to staff on these items. (For Possible Action)

Legal Counsel Russell stated for the record that this item in open session immediately follows a closed session aimed at the discussion of the acquisition of the Bonanza Inn. As the Board will remember, it has provided previous direction to staff to acquire the Bonanza Inn in conjunction with Reno City Council's award of ARPA funds in the amount of \$6 million. That direction stands and unless the Board would like to alter that direction, staff has standing direction to pursue acquisition of the Bonanza Inn which is in probate. In doing so staff continues to have direction to do what it can to acquire and use the \$6 million of ARPA funds allocated to this project by the city of Reno. Staff have been advised by Legal Counsel Russell that acquisition can be accomplished through bids in the probate, private sale or exercise of eminent domain which is available to the Housing Authority.

Commissioner Schieve motioned to affirm prior direction to staff to proceed with acquisition of the Bonanza Inn through the use of allocated ARPA funds by the city of Reno. That proceeding will include staff following up with both staff at the city of Reno, Reno City Council as well as the probate estate. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

15. Discussion and updates on expanding Resident Services Programs (Discussion)

Director of Resident Services Fisher provided a brief overview of the services and program offered through the Housing Authority.

16. Discussion and possible action on the Performance Evaluation of Hilary Lopez, RHA Executive Director, to consider her job performance, professional competence, character, and any alleged misconduct within the context of her performance. Discussion and possible action may include approval of an evaluation rating as well as any recommendation on the compensation and consideration provided to Dr. Lopez, which will be subject to her acceptance or rejection of the same. (For Possible Action)

Commissioner Schieve motioned to approve the exemplary evaluation of Executive Director Lopez with direction to Chairman Aiazzi to present the financial terms up to 5% on top of the Cost of Living Adjustment (COLA) and bring back for ratification, including effective dates, at the March Board meeting. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

17. Additional items:

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

ii) Reports on conferences and trainings. (Discussion)

There were no conferences or trainings discussed.

iii) Old and New Business. (Discussion)

Commissioner Schieve would like to include staff surveys as part of the Executive Director's evaluation going forward.

iv) Request for Future Agenda Topics

v) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, March 28, 2023; Tuesday, April 25, 2023; and Tuesday, May 23, 2023. (For Possible Action)

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

There was no public comment.

15. Adjournment. (For Possible Action)

The meeting adjourned at 2:24 pm.

MINUTES OF THE REGULAR MEETING
HOUSING AUTHORITY OF THE CITY OF RENO
BOARD OF COMMISSIONERS
March 28, 2023

Page 29 of 120

The regular meeting of the Board of Commissioners of the Housing Authority of the City of Reno (Agency) was called to order by Vice Chairman Aiazzi at 12:03 pm on Tuesday, March 28, 2023 in the Agency's Boardroom.

Commissioners Present

Dave Aiazzi, Chairperson
Jazzmeen Johnson, Vice Chairperson
Mark Sullivan, Commissioner

Commissioners Absent

Mayor Hillary Schieve

Staff Present

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

Staff Absent

Others Present

Nestor Garcia-Ruiz-Senior Project Manager

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

- **Call to order and roll call.**
- **Receive introduction of guests.**
Eric Novak, Praxis Consulting
Ryan Downey of JF Downey
Farrah Downey of JF Downey
Julie Henderson City of Reno
- **First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comment from the public is limited to three minutes per person, under these items.**

There was no public comment.

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

Chair Aiazzi motioned to move the consent agenda items after agenda item 8 and to pull agenda item 15. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried and the agenda approved with changes.

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

Approval of February's minutes postponed until April Board meeting as there was not a quorum present to approve minutes.

2. Presentation of updated Portfolio Assessment from Eric Novak, President, Praxis Consulting Group LLC. (Discussion)

Erik Novak provided an in-depth presentation regarding the Agency's Portfolio's Assessment.

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

- a) Possible adoption of Resolution 23-03-01 RH approving revisions to CFP2022, CFP2023, CFP2024, and CFP 2025 Five Year Rolling Capital Fund Project Plans, and to add CFP2026 to the Five-Year Rolling Capital Fund Project Plan. (For Possible Action)**
- b) Possible adoption of Resolution 23-03-02 RH approving revisions to CFP2023, CFP2024, CFP2025, and CFP 2026 Five Year Rolling Capital Fund Project Plans, and to add CFP2027 to the Five-Year Rolling Capital Fund Project Plan. (For Possible Action)**

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

4. Commissioner Reports. (Discussion)

No reports

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

Executive Director Lopez reported RHA's Public Housing waitlist is open for five family properties for two-, three-, and four-bedroom units.

RHA partnered with HUD, the Nevada Rural Housing Authority, the Nevada Housing Coalition, and the Nevada State Apartment Association to hold a ½ day workshop targeted to landlords on the benefits of accepting Housing Choice Vouchers. The workshop was well received with over 40 attendees. There was a lot of positive feedback on RHA's new landlord liaison and the benefits of having a point of contact for landlords at the Authority.

RHA staff are sending out a media notice as they work with the Children's Cabinet confirming the Safe Place designation. All RHA properties are considered safe places and all staff have Safe Place information badges to provide assistance to any youth in need.

RHA is participating in Affordable Housing Day at the Legislature on May 1, 2023. RHA will provide information on its housing and programs to legislators and other attendees.

Staff have provided testimony in support of SB68 and signed onto a letter of support for AB310. Both bills provide additional funding for permanent supportive housing in Nevada. Staff continue to monitor other Bills which may impact RHA and its programs.

RHA's Executive Director will participate in a panel discussion on senior housing options and needs as part of Older Americans Month. The panel is scheduled for May 11, 2023, at the Spanish Springs Library.

B. Update on Rental Assistance Voucher Programs / Asset Management

Rental Assistance Voucher Programs

| Voucher Type | Total Voucher Allocation | Vouchers Leased as of 3/1/23 | Percent Leased | Vouchers Issued Not Yet Leased |
|------------------------|--------------------------|------------------------------|----------------|--------------------------------|
| Housing Choice Voucher | 2,477 | 2,258 | 91% | 165 |
| VASH | 416 | 275 | 66% | 50 |
| EHV | 137 | 82 | 60% | 30 |
| FYI | 15 | 5 | 33% | 0 |

| Number HQS Inspections Conducted by Month | |
|---|-----|
| February 2023 | 210 |

Housing Choice Vouchers (HCV)

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

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

Veteran's Affairs Supporting Housing Vouchers (VASH)

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

Emergency Housing Vouchers (EHV)

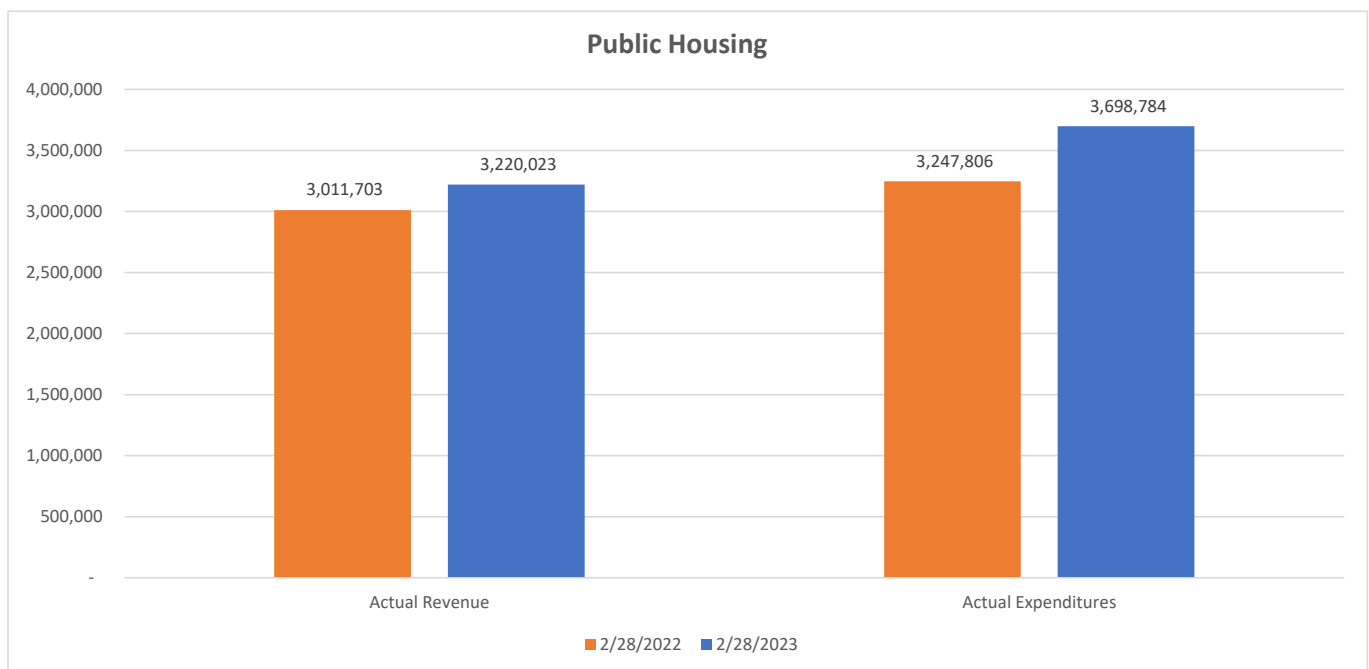
Description: Vouchers allocated by HUD for the specific purpose of assisting homeless individuals or families or those at risk of homelessness in obtaining housing. RHA is partnering with four local agencies (Catholic Charities, Health Plan of Nevada, Washoe County Human Services-Our Place and Volunteers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

Foster Youth to Independence Vouchers (FYI)

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

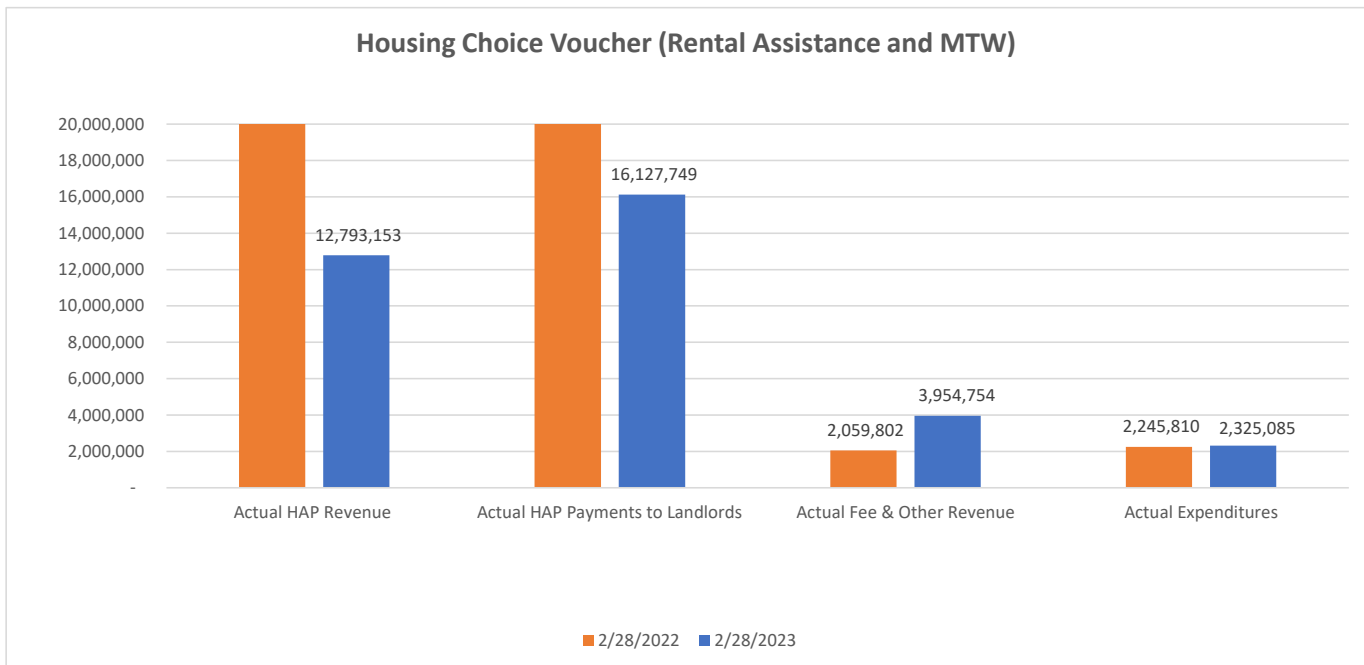
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 8 MONTHS ENDED FEBRUARY 28, 2023**

| Public Housing | 2/28/2023 | 2/28/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---------------------------------|------------------|------------------|---|--------------------------------|
| Actual Revenue | 3,220,023 | 3,011,703 | 208,320 | 6.92% |
| Budgeted Revenue | 3,112,559 | 3,065,047 | 47,512 | 1.55% |
| Actual Expenditures | 3,698,784 | 3,247,806 | 450,978 | 13.89% |
| Budgeted Expenditures | 3,790,466 | 3,207,541 | 582,925 | 18.17% |
| Actual Surplus (deficit) | (478,761) | (236,103) | (242,658) | 102.78% |



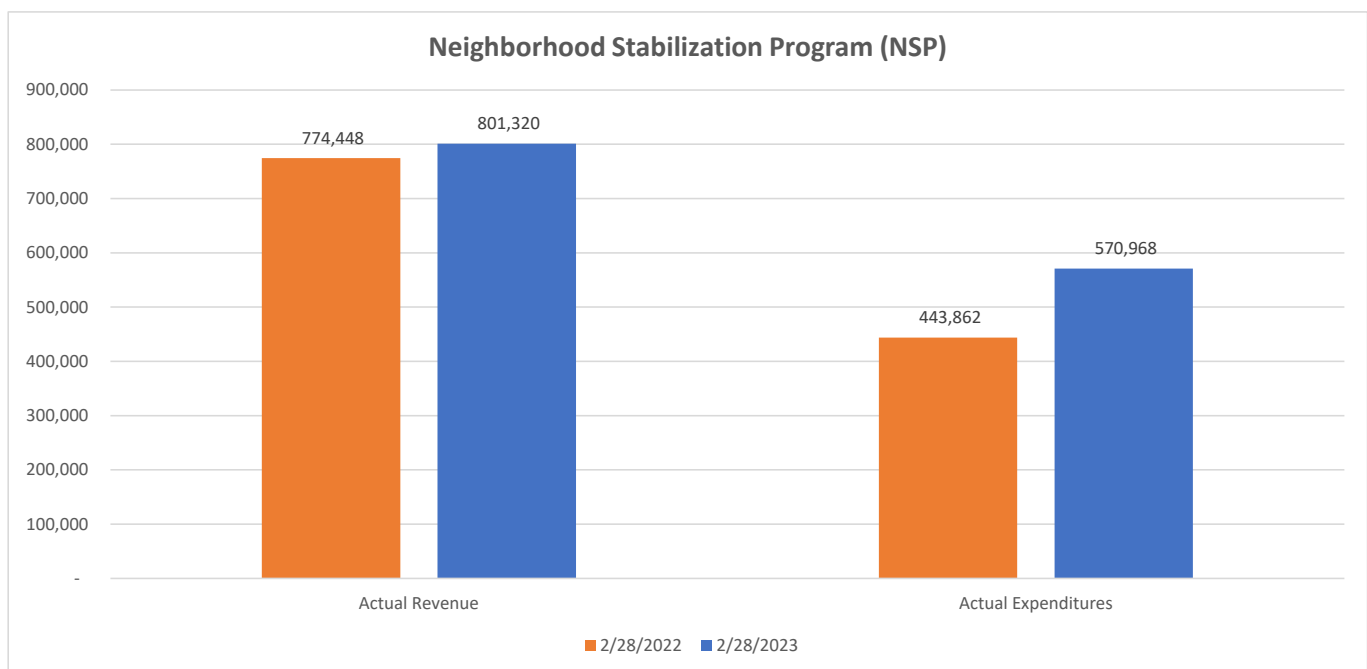
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 8 MONTHS ENDED FEBRUARY 28, 2023**

| Housing Choice Voucher (Rental Assistance and MTW) | 2/28/2023 | 2/28/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---|--------------------|------------------|---|----------------------------|
| Actual HAP Revenue | 12,793,153 | 25,727,988 | (12,934,835) | -50.28% |
| Budgeted HAP Revenue | 17,061,736 | 26,310,847 | (9,249,111) | -35.15% |
| Actual HAP Payments to Landlords | 16,127,749 | 25,315,064 | (9,187,315) | -36.29% |
| Budgeted HAP Payments to Landlords | 16,816,611 | 25,849,947 | (9,033,336) | -34.95% |
| Actual Fee & Other Revenue | 3,954,754 | 2,059,802 | 1,894,952 | 92.00% |
| Budgeted Fee & Other Revenue | 1,781,729 | 2,268,105 | (486,376) | -21.44% |
| Actual Expenditures | 2,325,085 | 2,245,810 | 79,275 | 3.53% |
| Budgeted Expenditures | 2,262,715 | 2,397,807 | (135,092) | -5.63% |
| Actual Surplus (deficit) | (1,704,927) | 226,916 | (1,931,843) | -851.35% |



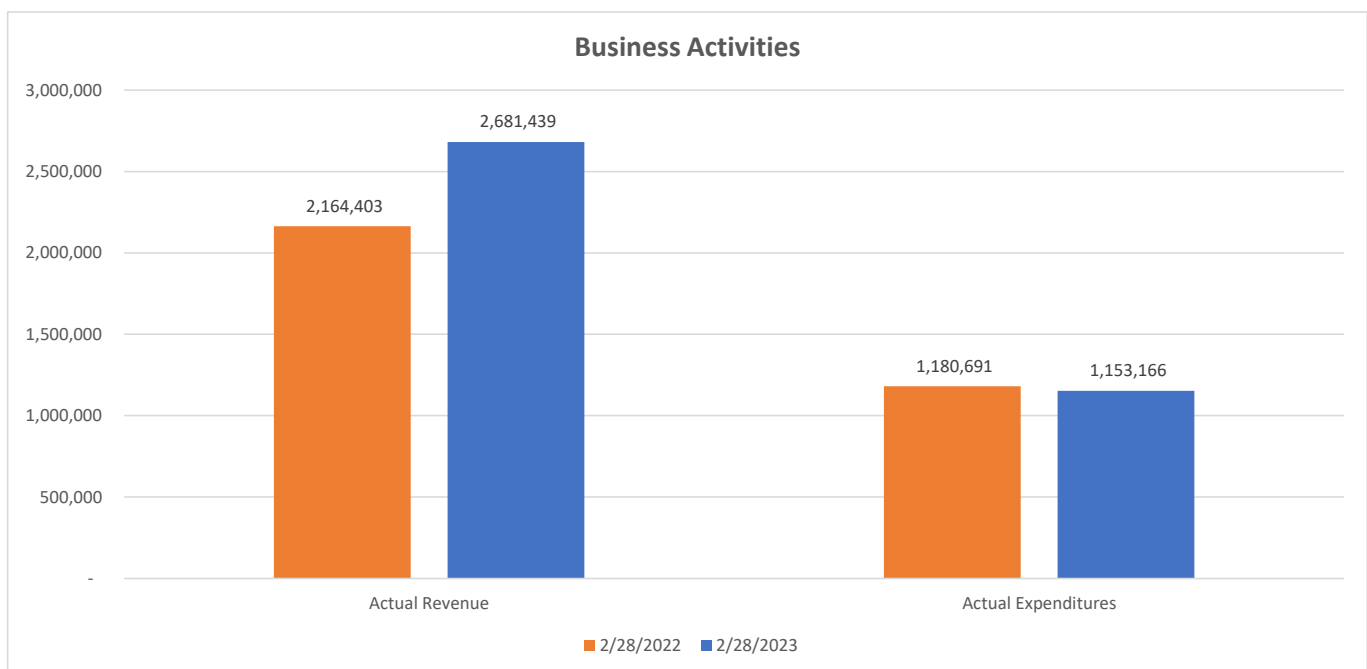
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 8 MONTHS ENDED FEBRUARY 28, 2023**

| Neighborhood Stabilization Program (NSP) | 2/28/2023 | 2/28/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---|------------------|------------------|---|----------------------------|
| Actual Revenue | 801,320 | 774,448 | 26,872 | 3.47% |
| Budgeted Revenue | 796,137 | 747,818 | 48,319 | 6.46% |
| Actual Expenditures | 570,968 | 443,862 | 127,106 | 28.64% |
| Budgeted Expenditures | 458,500 | 461,596 | (3,096) | -0.67% |
| Actual Restricted Surplus (deficit) | 230,352 | 330,586 | (100,234) | -30.32% |



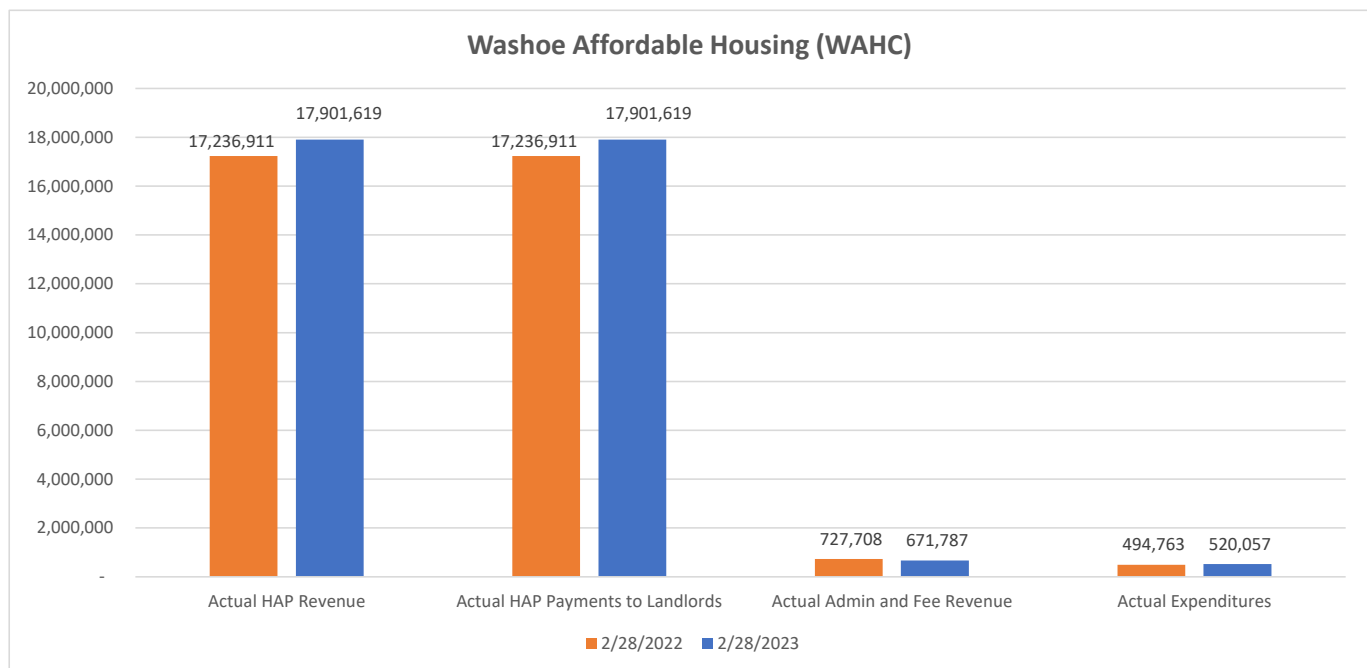
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FOR THE 8 MONTHS ENDED FEBRUARY 28, 2023**

| Business Activities | 2/28/2023 | 2/28/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---------------------------------------|-----------|-----------|-------------------------------------|------------------------|
| Actual Revenue | 2,681,439 | 2,164,403 | 517,036 | 23.89% |
| Budgeted Revenue | 2,731,652 | 2,149,088 | 582,564 | 27.11% |
| Actual Expenditures | 1,153,166 | 1,180,691 | (27,525) | -2.33% |
| Budgeted Expenditures | 1,147,396 | 1,407,372 | (259,976) | -18.47% |
| Actual Unrestricted Surplus (deficit) | 1,528,273 | 983,712 | 544,561 | 55.36% |



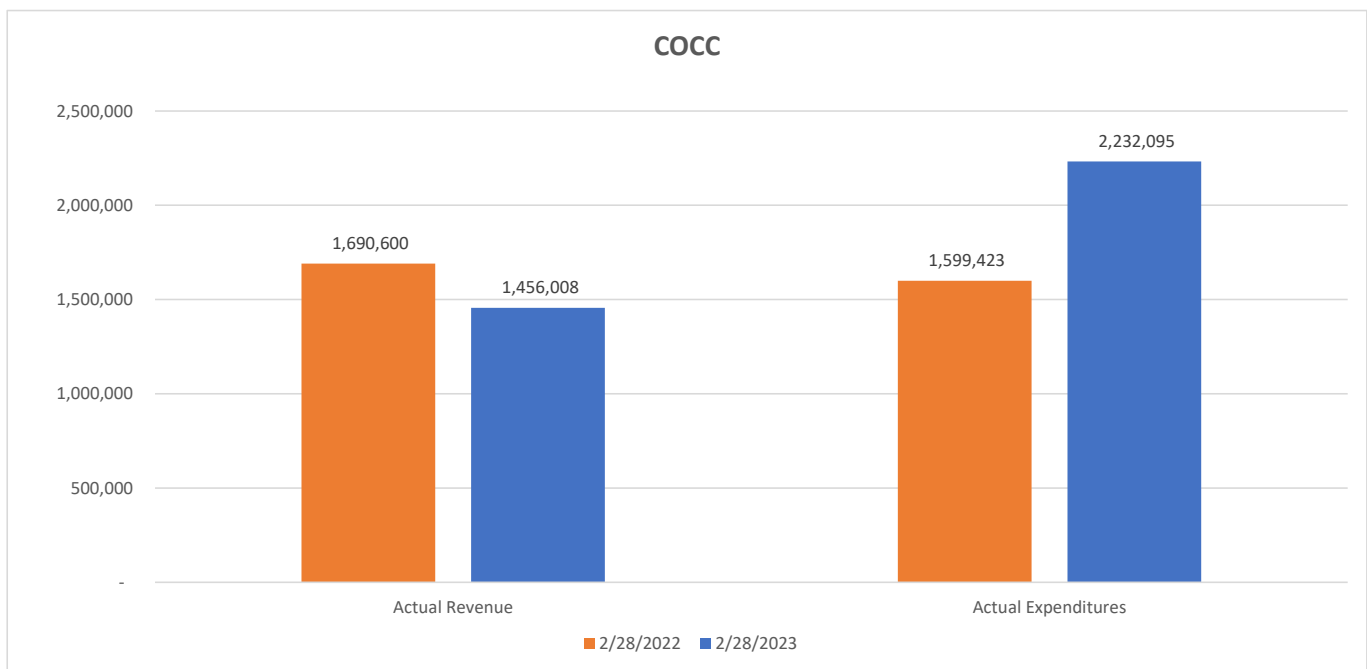
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| Budgeted HAP Revenue | 17,158,193 | 17,756,904 | (598,711) | -3.37% |
| Actual HAP Payments to Landlords | 17,901,619 | 17,236,911 | 664,708 | 3.86% |
| Budgeted HAP Payments to Landlords | 17,158,193 | 17,756,904 | (598,711) | -3.37% |
| HAP Surplus (Deficit) | - | - | - | 0.00% |
| Actual Admin and Fee Revenue | 671,787 | 727,708 | (55,921) | -7.68% |
| Budgeted Admin and Fee Revenue | 688,677 | 591,584 | 97,093 | 16.41% |
| Actual Expenditures | 520,057 | 494,763 | 25,294 | 5.11% |
| Budgeted Expenditures | 471,705 | 449,408 | 22,297 | 4.96% |
| Unrestricted Profit (Loss) | 151,730 | 232,945 | (81,215) | -34.86% |
| Actual compared to budget | 151,730 | 232,945 | (81,215) | -34.86% |



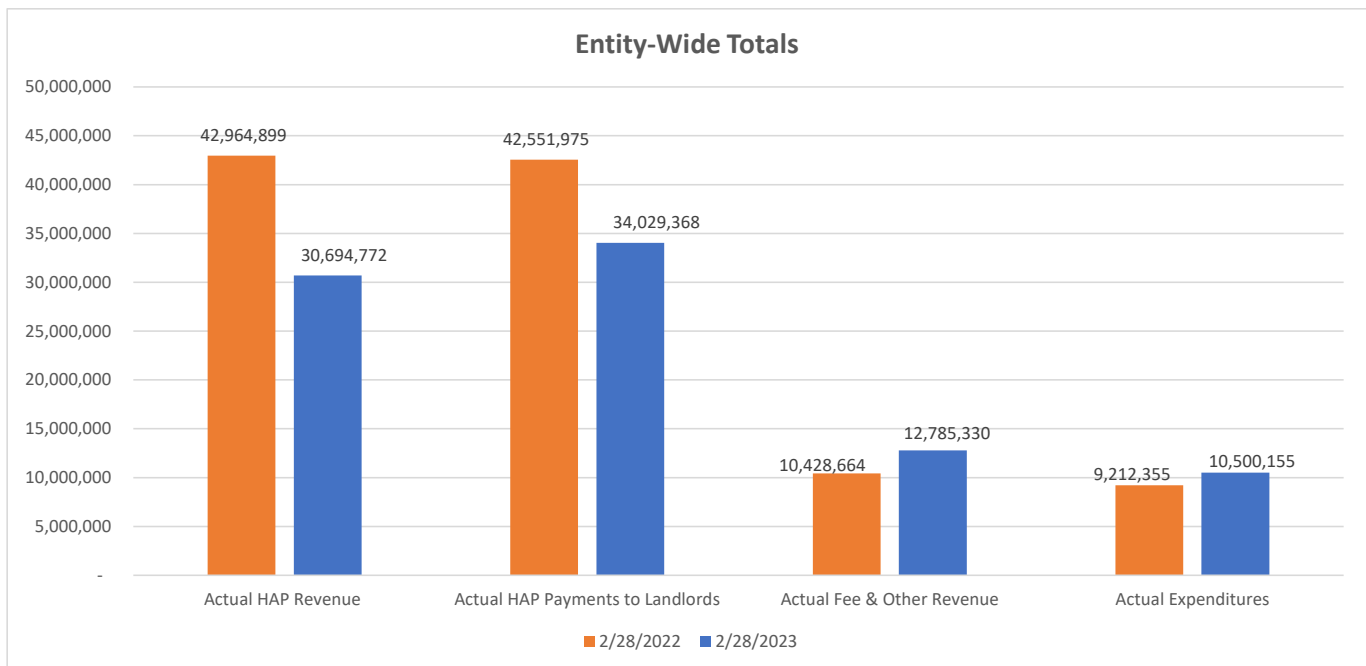
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 8 MONTHS ENDED FEBRUARY 28, 2023**

| COCC | 2/28/2023 | 2/28/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---------------------------------------|-----------|-----------|-------------------------------------|------------------------|
| Actual Revenue | 1,456,008 | 1,690,600 | (234,592) | -13.88% |
| Budgeted Revenue | 1,588,260 | 1,295,173 | 293,087 | 22.63% |
| Actual Expenditures | 2,232,095 | 1,599,423 | 632,672 | 39.56% |
| Budgeted Expenditures | 2,585,136 | 1,250,209 | 1,334,927 | 106.78% |
| Actual Unrestricted Surplus (deficit) | (776,088) | 91,177 | (867,265) | -951.19% |



**ENTITY-WIDE FINANCIAL REPORT
FOR THE 8 MONTHS ENDED FEBRUARY 28, 2023**

| Entity-Wide Totals | 2/28/2023 | 2/28/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|------------------------------------|--------------------|------------------|-------------------------------------|------------------------|
| Actual HAP Revenue | 30,694,772 | 42,964,899 | (12,270,127) | -28.56% |
| Budgeted HAP Revenue | 34,219,929 | 44,067,751 | (9,847,822) | -22.35% |
| Actual HAP Payments to Landlords | 34,029,368 | 42,551,975 | (8,522,607) | -20.03% |
| Budgeted HAP Payments to Landlords | 33,974,804 | 43,606,851 | (9,632,047) | -22.09% |
| HAP Surplus (Deficit) | (3,334,596) | 412,924 | (3,747,520) | -907.56% |
| Actual Fee & Other Revenue | 12,785,330 | 10,428,664 | 2,356,666 | 22.60% |
| Budgeted Fee & Other Revenue | 10,699,013 | 10,116,815 | 582,198 | 5.75% |
| Actual Expenditures | 10,500,155 | 9,212,355 | 1,287,800 | 13.98% |
| Budgeted Expenditures | 10,715,918 | 9,173,933 | 1,541,985 | 16.81% |
| Unrestricted Profit (Loss) | 2,285,175 | 1,216,309 | 1,068,866 | 87.88% |
| Actual Surplus (deficit) | (1,049,421) | 1,629,233 | (2,678,654) | -164.41% |



Asset Management

- Maintenance staff continue to be busy with snow/ice removal. They have continued to remain focused on vacancy turns and urgent and emergency work orders in between the inclement weather storms. Management staff completed file audits during February. The audit results provided areas where training was needed to ensure minor errors do not continue to occur, but overall, the results were positive. Key Inventory will be the next task management staff will complete. Hawk View and Silverada will complete their key inventory process during the month of March.
- All Maintenance staff attended tankless water heater training courtesy of Rinnai company. The staff learned how to completely take the units apart and put them back together. They also learned how to troubleshoot and complete preventative maintenance. Staffs feedback was extremely positive and their level of comfort working on them has increased substantially.
- Public Housing ended the month of February with 14 vacancies for an overall occupancy rate of 97.82% across all sites. In February, ten residents vacated their unit, and nine units were leased.
- The McGraw and Essex water heater replacement projects continue.

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

Department Updates

- The Federal Communications Commission (FCC) announced funding allocations for the FY 2023 Your Home, Your Internet Pilot Program. RHA is being awarded its' full ask of \$57,459 for two part-time Connectivity Interns. Upon hire, these positions will focus on implementing innovative outreach strategies for the federal Affordable Connectivity Program (ACP) while providing application support to residents of the RHA to help bridge the broadband affordability gap.
- Staff attended a meeting with **Food Bank of Northern Nevada** and the **Children's Cabinet** to discuss multiple future partnership opportunities.

Elderly Services:

- RHA is partnering with **RTC** and the **Washoe County Senior Center** to "pack a bus" of seniors to attend the 2023 Senior Day at the NV Legislature. An RTC bus will pick up residents on Friday, April 7th, to bring to Carson City to learn about senior issues, meet legislators, and hear guest speakers.
- The senior services team is partnering with the **Sanford Center for Aging** to bring a new program, Healthy Steps for Older Adults, to Willie J. Wynn. This half-day program provides steps to make homes safer for seniors, reduce falls, and learn how to improve strength, balance, and overall fitness.

Workforce Development (WFD)

- WFD has partnered with **JOIN, inc.** to provide quarterly resume writing and communication workshops throughout 2023 to RHA residents looking to go back to work or move forward in their established careers.
- Upcoming workshops include Computer Skills with **New Horizons**, Consumer Banking with **First Independent Bank** and **Greater Nevada Credit Union**, and Job Interviewing.

- WFD currently has 81 active participants, with 16 applications pending.

Youth/Family Activities

- Eight RHA youth attended a Spring Break Bike Camp free of charge in partnership with **Reno Bike Project**.
- Three new opportunities open for RHA youth in April:
 - Music Classes with **Note-Ables Music Therapy** at Hawk View (for eight weeks)
 - Music Classes with **Note-Ables Music Therapy** at Mineral Manor (for eight weeks)
 - Youth Bachata Dance Class with **Ballroom of Reno** at Essex Manor (for the remainder of the year)

Resident Councils

- All active resident councils are collaborating to create an Easter event open to all RHA Public Housing residents. Residents are invited to dye and decorate eggs on March 31st at Silverada Manor, followed by an Easter egg hunt on April 1st at Hawk View Apartments. This is the first large-scale, collaborative event created by our councils.
- The Hawk View garden project is on track to be completed by the end of April. Over the next few weekends, residents and staff will volunteer their time to create the creative space in partnership with **Urban Roots**, **the Generator**, and local muralist, **Asa Kennedy**, in hopes of a grand opening in late April 2023 (weather pending).

*The Authority's community partners are designated in bold within the Updates on Elderly Services,

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

D. Update on Public Information Activities

Opportunity Knocks Magazine

- Submitted all exec leadership changes/updates to printer

Website Revamp

- Continued meetings with and final content submission to Maslow Creative

Landlord Workshop

- Promoted in social and to traditional media HUD/RHA/NV Rural/NV Housing Coalition/NV Apartment Association landlord workshop
- Completed interview with KKOH on the event
- KRNV and Nevada Independent also covered the event the day of

Best Places to Work

- Final push ensured 78% of RHA employees answered the Northern Nevada Human Resources Association Best Places to Work survey
- Results expected the first week of April

Start Smart Scholarship Dinner

- Working on save the date, invitations and program design and layout for Start Smart Scholarship Dinner

- New part-time social media coordinator position advertised. Current intern Mckenzie Papa was sole applicant and she accepted the position.

Social Media, Other Projects

- Replied to KRNV for Ask Joe query about VASH client. Attempted to coordinate response from VA. Their PAO never replied.
- Drafted release about PH waitlists opening week of March 27. Will push to media and on social.
- Submitted collateral material to No. Nev. Int'l. Center language bank. Awaiting finished product for use at PH repositioning meetings with residents.
- Firming up May date for home tour for elected officials, board of commissioners and RHA executive staff
- Finalizing news release for RHA +1 program
- Completed March Celebrity Homes Tour for staff. Will likely move to quarterly or semi-annually for future tours.
- Working on a new WFD video to advertise to residents

E. Update on Development Activities

- **(CF2021) McGraw Ct. HVAC Replacement:** Mt. Rose Heating and Airconditioning Inc. (\$304,000.00). Bids were opened December 16, 2022. The contract for this project was signed on January 26, 2023. Contractor is waiting on long lead items prior to signing a notice to proceed.
- **(OPS) Dick Scott Manor Project:** The design phase of the project was completed with plans submitted to the City of Reno for comment and plan review, the permit is expected to be issued in April 2023. RHA has received the final GMP from the general contractor (Plenium Builders) with 100% of bids received. The final construction contract and Notice to Proceed (NTP) is expected to be executed in March 2023.
- **(CF2020) John McGraw Court Water Heater Replacement:** Michael's Plumbing (\$141,909.00). A notice to proceed was issued December 5, 2022. Michael's Plumbing has completed installing the 33 water heaters under contract. The project is substantially complete and ready for final inspections.
- **(CF 2020) Essex Manor Water Heater Replacement:** Simerson Construction (\$630,081.00). A notice to proceed was issued January 9, 2023. Simerson has completed the 100 water heaters under contract. The project is substantially complete and ready for final inspections.
- **(CF2021) Stead Manor Concrete and Pavement Replacement:** Spanish Springs Construction (\$598,000.00). The contract for this project was signed on December 16, 2022. Plans were submitted to the City of Reno for comments and plan review on March 13, 2023. The project will not start until asphalt plants re-open late spring of 2023.
- **(CF 2021) Myra Birch Manor Video Surveillance System:** 295 Cabling (\$73,840.00) Contract signing was December 8, 2022. Contractor is waiting on long lead items prior to signing a notice to proceed.
- **(CF2021) Stead Manor Video Surveillance System:** 295 Cabling (\$79,250.00) Contract signing was December 8, 2022. Contractor is waiting on long lead items prior to signing a notice to proceed.
- **(OPS) 419 10th St. Sparks, NV 15 Unit Apartment Complex:** A Letter of Intent (LOI) was delivered to

the selling partners of the property October 31, 2022. The LOI was executed by the seller and returned to RHA November 8, 2022. Escrow was opened on the property November 11, 2022. RHA is in the process of providing a purchase and sales agreement for review by the owner. The City of Sparks has initiated an Environmental Assessment on the property.

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F. Update on Information Technology activities

Electronic Document Management System

- 3/20/2023: All folder structures have been configured in the production environment.
- 3/20/2023: Staff continues to scan Rental Assistance files into the production environment.
 - 1367 out of approx. 2500 client files have been scanned.
 - All files will be scanned within 11 months at current scan rate.
- 3/21/2023: Staff begins planning the physical file prepping and scanning into Laserfiche for the Asset Management Department.

Yardi

- 3/20/2023: Staff continues Yardi online training.
- 3/20/2023: Yardi Voyager (PHA Software) configuration for financials, Rental Assistance, Asset Management, and Admissions continues.
- 3/27/2023: Staff begins the 2nd of 5 Yardi-led trainings.

G. Update on MTW Activities

FY 2024 Annual MTW Plan

- The FY 2024 Annual MTW Plan is included for Board approval. Staff attended several Resident Council meetings to provide an overview of the proposed activities and their effect on current Public Housing residents. A public hearing to answer questions and receive comments on the proposed MTW Annual Plan, which includes a Rental Assistance Demonstration Program and Section 18 Repositioning Amendment, was held on March 2, 2023. It was attended only by staff. The Plan is due to HUD on or before April 15.

MTW Collaborative Membership Call

- Staff attended the MTW Collaborative's quarterly general membership call. Topics discussed included the 2023 MTW conference, voucher utilization & MTW reserves, and the Biden Administration's FY24 budget proposal. A follow up call was held to discuss details regarding HUD's proposed changes to the 50058 Forms for MTW and MTW Expansion Agencies.

FY 2023 Annual MTW Report

- Preparation for RHA's annual MTW Report to HUD has begun. Initial steps include several data pulls on current activities as well as disseminating surveys to Mobility Demonstration participants for analysis by the University of Washington.

H. Financials

6. Discussion and possible action to renew the contract between the RHA and JF Downey Realty Consulting & Advisory Services LLC for Eviction Prevention Services for an amount not to exceed \$217,700. (For Possible Action)

Commissioner Sullivan motioned to approve renewal of the contract between the RHA and JF Downey for an amount not to exceed \$217,700 on condition that the application work with the RHA Executive Director and counsel to include a provision in the contract that mandates applicant to make reasonable best efforts to raise additional funding which will offset the amount RHA shall pay. Vice Chair Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried and the agenda approved with changes.

7. Possible adoption of Resolution 23-03-03 RH approving the content and submission of the Authority's FY 2024 Moving to Work Annual plan and Certifications of Compliance to the U.S. Department of Housing and Urban Development (HUD). (For Possible Action)

Commissioner Sullivan motioned to approve Resolution 23-03-03 RH as written. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes and no nays. Chairman Aiazzi declared the motion carried.

8. Discussion on the status, funding, and related matters for proposed RHA housing development projects including, but not limited to:

- a. Dick Scott Manor
- b. Hawk View Apartments
- c. Silverada Manor
- d. John McGraw/Silver Sage Court
- e. Stead Manor
- f. Essex Manor
- g. 419 10th Street
- h. Carville Court
- i. Paradise Plaza

Thoughtful and intelligent conversations took place regarding the status of the proposed RHA housing development projects.

9. Possible adoption of Resolution 23-03-04 committing \$800,000 in RHA HUD held reserves for MTW Activity #2022-01 and \$350,000 in Washoe County America Rescue Plan Act (ARPA) funds for the rehabilitation of Paradise Plaza to serve as a workforce development hub. (For Possible Action)

Commissioner Sullivan motioned to approve Resolution 23-03-04 as written. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes and no nays. Chairman Aiazzi declared the motion carried.

10. **Possible adoption of Resolution 23-03-05 committing \$1,395,201 in RHA HUD held reserves for MTW Activity #2022-01 for a total commitment of \$3,039,201 for workforce development related activities and staffing through the expiration of the current MTW contract in 2028. (For Possible Action)**

Commissioner Sullivan motioned to approve Resolution 23-03-05 as written. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes and no nays. Chairman Aiazzi declared the motion carried.

11. **Possible adoption of Resolution 23-03-06 committing \$4,650,000 in RHA HUD held reserves for MTW Activity #2021-01 for the redevelopment of Carville Court Apartments. (For Possible Action)**

Commissioner Sullivan motioned to approve Resolution 23-03-06 as written. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes and no nays. Chairman Aiazzi declared the motion carried.

12. **Possible adoption of Resolution 23-03-07 committing an amount not to exceed \$7,500,000 in RHA HUD held reserves for MTW Activity #2021-01 for the redevelopment of Hawk View Apartments. (For Possible Action)**

Commissioner Sullivan motioned to approve Resolution 23-03-07 as written. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes and no nays. Chairman Aiazzi declared the motion carried.

13. **Discussion and possible action to authorize the Executive Director to negotiate and execute a Professional Services Agreement with the selected Relocation Firm for relocation services at Hawk View Apartments in an amount not to exceed \$225,000. (For Possible Action)**

Commissioner Sullivan motioned to approve agenda item 13 as written. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes and no nays. Chairman Aiazzi declared the motion carried.

14. **Discussion and possible action to authorize the Executive Director to negotiate and execute a Professional Services Agreement with the selected Relocation Firm for relocation services at Silverada Manor in an amount not to exceed \$350,000. (For Possible Action)**

Commissioner Sullivan motioned to approve agenda item 14 as written. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes and no nays. Chairman Aiazzi declared the motion carried.

15. **Discussion and possible action to approve the Purchase and Sale Agreement (PSA) for the property located at 419 10th Street for \$775,000. (For Possible Action)**

Agenda Item 15 was pulled.

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

The Board agreed to review the scattered site portfolio and any action on this item will be added to a future meeting.

- 17. Discussion and possible action to implement the Board approved \$9,250.00 salary increase relating to Executive Director Lopez' performance evaluation effective March 6, 2023, and the Board approved Cost of Living Adjustment (COLA) based on the April 2023 Consumer Price Index Western Information Office, West Region effective the first full pay period of July 2023. (For Possible Action)**

Commissioner Sullivan motioned to approve agenda item 17 as written. Vice Chairwoman Johnson seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes and no nays. Chairman Aiazzi declared the motion carried.

18. Additional items:

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

Executive Director Lopez inquired about moving the May Board meeting as she would be out of town attending a NARHO conference. It was decided to wait and make a decision at the April Board meeting.

- ii) Reports on conferences and trainings. (Discussion)**

There were no conferences or trainings discussed.

- iii) Old and New Business. (Discussion)**

- iv) Request for Future Agenda Topics**

- v) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, February 28, 2023; Tuesday, March 28, 2023; and Tuesday, April 25, 2023. (For Possible Action)**

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

There was no public comment.

15. Adjournment. (For Possible Action)

The meeting adjourned at 2:48 pm.

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 3****April 25, 2023**

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

FROM: Executive Director

RECOMMENDATION: For Possible Action

NO ITEMS.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 4

April 25, 2023

SUBJECT: Commissioners Reports

FROM: Commissioners

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 5****April 25, 2023**

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

FROM: Executive Director

RECOMMENDATION: Discussion

A. Update on Agency Activities

- RHA's waitlist for 2 4-bedroom units at its family public housing sites closed on April 21st. As of April 20th, RHA received 1,972 applications. With existing applications, it brings the total waitlist to 6,739 applicants. Staff continue to review applications and work diligently to house families as quickly as possible. Given current turnover rates, it is estimated that eligible families that complete the documentation process may receive an offer of housing within 24 months.
- A Request for Qualifications for a Master Development Partner was released on RHA's website. Proposals are due May 7, 2023. The selected Development Partner(s) will work with RHA to renovate Silverada Manor and redevelop Hawk View Apartments. A bidder's conference and site tour of the properties is scheduled for May 3rd.
- Staff completed their initial resident meetings at Silverada Manor to provide information on the proposed renovations and HUD Rental Assistance Demonstration (RAD) conversion of the property. Over XX residents attended between the two sessions. On-site translation was available in Spanish, Tagalog, and Mandarin. Many questions focused on relocation and RHA's relocation consultant was present to answer preliminary questions and give an overview of the relocation process. The goal is to first utilize other public housing units for temporary relocation. Follow-up meetings will be scheduled this summer once a development partner is selected.
- Staff completed their initial resident meetings at Hawk View Apartments to provide information on the proposed redevelopment and HUD Section 18 Demolition/Disposition of the property. Over XX residents attended between the two sessions. On-site translation was available in Spanish. Many questions focused on relocation and RHA's relocation consultant was present to answer preliminary questions and give an overview of the relocation process. The goal is to first utilize other public housing units for permanent relocation. Follow-up meetings will be scheduled this summer once a development partner is selected.
- Staff are analyzing the number of Housing Choice Vouchers needed for upcoming RHA development activities and the potential number remaining for allocation to

community partners. Currently, it is estimated that less than 100 vouchers may be available to project-based to community partners. Given demands for project-based vouchers, staff anticipates releasing an RFP later this year to competitively allocate a determined number of vouchers, if available. Any vouchers that are project-based will reduce the number of tenant-based housing choice or Veterans Assisted Supportive Housing (VASH) vouchers.

- Staff attended the MTW Collaborative conference in Washington DC on April 11-12. The main takeaways from the conference were that the initial 39 designated MTW Agencies will work together regarding the extension of the current MTW contracts. Current contracts expire in 2028. MTW has allowed agencies to better respond to local conditions and many MTW programs have been rolled out nationwide. MTW's are "America's Housing Policy Lab", and the program should be continued. As part of this, RHA was asked to contact Senator Cortez-Masto for support of contract extension. The other main item discussed was the need to ensure that MTW reserves, which are identified for development and other eligible activities, are properly characterized by HUD to preserve them from reallocation.
- As part of the Yardi conversion, RHA will have a data "Go Dark" period where Rental Assistance and Finance will not have access to process payments. We are working with Yardi to minimize disruption to landlords and tenants but may experience a slight delay in payments for April month end.
- UNR Early Head Start is located at RHA's Sage Street site. The facility provides Early Head Start services to 32 children aged zero to 3 years. The current lease expires in July 2023. Staff are working with UNR staff on a potential contract extension and anticipates bringing this item to the Board in May or June for consideration.
- Staff are working with the US Department of Housing and Urban Development (HUD) to locate the Declaration of Trusts (DoT) for John McGraw Court. The DoT outlines the restrictive covenants for public housing. The DoT is needed by HUD to review the State of Nevada grant agreements for the Home Means Nevada Initiative (HMNI) American Rescue Plan Act (ARPA) funds and determine if HUD will approve the State's Declaration of Restrictive Covenants to also be placed on these properties. HUD's review and approval of the state's documents will be delayed until the DoT is located. HUD cannot locate the DoT in their files and RHA is reaching out to the Washoe County Recorder to see if the DoT for this property is archived.
- RHA is hosting a bus tour of several of our public housing and expanded housing properties for elected officials on Thursday, May 11th, at 3 p.m. The goal is to introduce elected officials to our portfolio, share background on the agency, and provide information on our upcoming development and preservation plans. Currently, five (5) officials are attending representing Reno, Sparks, and Washoe County. Board members are also invited.

- Executive staff has initiated quarterly meetings with executive staff from Nevada Rural Housing Authority and Southern Nevada Regional Housing Authority to jointly work on federal and other issues of relevance or impact to the agencies.
- May 1st is Affordable Housing Day at the Nevada legislature. RHA will have a table at the event to share information on our programs. Several staff members will attend the lunch to meet with legislators and provide support for affordable housing initiatives. Board members are invited to attend the event which is from 10 am-2 pm at the legislative building in Carson City.
- The RHA initiative will be featured on Channel 8's *Good Morning Reno* on Friday, May 12th. This will give RHA an opportunity to showcase this innovative program and have staff discuss the benefits to working parents.
- The Executive Director will participate on panel to discuss RHA's senior housing and services as part of Older Americans Month. The panel will be at the Spanish Springs library on May 11th at 11 am.
- The City of Reno has paused implementation of its Stormwater Utility Fee. City staff are working with their consultants to generate new models and based on those results, will determine if a revised fee will be recommended. At that time a new public comment period will be issued, and businesses will be able to submit revised impact statements for consideration. Executive staff will continue to track this item.

B. Update on Rental Assistance Voucher Programs / Asset Management

Rental Assistance Voucher Programs

| Voucher Type | Total Voucher Baseline | Vouchers Leased as of 4/1/22 | Percent Leased | Vouchers Issued Not Yet Leased |
|------------------------|------------------------|------------------------------|----------------|--------------------------------|
| Housing Choice Voucher | 2,477 | 2,261 | 91% | 171 |
| VASH | 416 | 277 | 66% | 56 |
| EHV | 137 | 90 | 66% | 20 |
| FYI | 15 | 5 | 33% | 1 |

| Number HQS Inspections Conducted by Month | |
|---|-----|
| March 2023 | 265 |

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 07 of our HCV's to assist special populations obtain housing. Of the total 107 PBV units, 95 are assigned to RHA owned properties.

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

Veteran's Affairs Supporting Housing Vouchers (VASH)

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

Emergency Housing Vouchers (EHV)

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

Foster Youth to Independence Vouchers (FYI)

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

Asset Management

- Maintenance staff are preparing for the summer season by ordering supplies needed for irrigation and swamp cooler start up and HVAC filter replacements.
- The first round of repositioning meetings was held with the residents of Hawk View and Silverada. Most of the residents attended one of the two available meetings at their complexes. Those that did not attend are being contacted to ensure they understand the process and their rights.
- Due to the upcoming repositioning of Hawk View and Silverada, we have started to hold the units that become vacant at those two complexes. We have also started to hold vacancies at nearby complexes to limit relocation expenses and provide options to residents when they are relocated. Maintenance remains focused on timely vacancy turns at all other sites not impacted by repositioning.
- Management and Maintenance attended several Yardi training sessions throughout March. We are scheduled to continue with bi-weekly training into May. The team is balancing the workload by assisting each other as needed to ensure we are timely with all required responsibilities in between training.
- The Sales and Service Schedule of Fees for Maintenance Charges has been updated for the 2023 year and will be effective on July 01, 2023.
- A Key Inventory audit was completed in March for Hawk View and Silverada in preparation for repositioning. The audit was successful and noted no duplicate keys or cores were being utilized. A procedure and key log are being produced to ensure a consistent process is utilized going forward.
- Public Housing ended the month of March with 23 vacancies for an overall occupancy rate of 96.99% across all sites. In March, thirteen residents vacated their unit, and five units were leased.
- The McGraw and Essex water heater replacement was substantially completed during the month of March.

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

Department Updates

- Staff participated in **Washoe County Health District's** Community Health Improvement Plan (CHIP) Social Determinants of Health working meeting.
- Staff presented to the **NV Department of Health and Human Services' Aging and Disability Services Division (ADSD)** to discuss repositioning plans and potential impacts to common clients.

Elderly Services:

- Staff met with the **Food Bank of Northern Nevada** to discuss potential opportunities to create a food pantry at a senior/disabled public housing site.
- Staff met with the **Asian Community Development Council** and tabled at their community resource fair to help build relationships with community resources geared toward our elderly Asian resident population.

Workforce Development (WFD)

- Staff continues to work closely with **Opportunity Alliance Nevada** to prepare for our first group of 5 residents' participation of an 8-week "Getting Ahead in a Post-Gettin'-By World" program where clients will look deeply at their own circumstances and build resources to create more stability moving forward.
- WFD partnered with **First Independent Bank** and **Greater Nevada Credit Union** to offer a banking workshop open to all RHA residents.

Youth/Family Activities

- Before attending **Sierra Nevada Journey's** summer camp, RHA's 55 youth are required to do a community service/learning project. RHA is partnering with **The Nature Conservancy** to offer our annual Mustang Ranch Restoration Project opportunity on April 29th.
- Staff met with **ReDirect Athletics** to discuss scholarship opportunities for RHA youth. Staff looks forward to building this partnership and getting our youth involved in their programs.
- RHA's inaugural Start Smart Scholars Dinner for youth workforce development participants is scheduled for June. Invitations will be sent to youth participants and their families, RHA scholarship committee members, board members, and staff.

Resident Councils

- Hawk View resident council has been working every weekend of April to complete their garden/art space. A soft opening of the space was held on April 22nd in partnership with local muralist **Asa Kennedy**, the **Nevada Arts Council**, and **Urban Roots**.

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

D. Update on Public Affairs Activities

Opportunity Knocks Magazine

- Final draft is with leadership. Once approved, it will take approximately 2 weeks to print. The hope is to get it in time for the elected official home tour.

Website Revamp

- Maslow Creative has a meeting with us next week to show us the actual site, phase 4. Thus far we've only seen static clips of individual pages, but we're starting on the phase that will show movement among pages, and the actual navigation users will experience.

Best Places to Work

- RHA was not selected as a Best Place to Work by the Northern Nevada Human Resources Association
- Our committee will meet soon to go over the results and develop a plan to address any needs the team deems necessary.

Start Smart Scholarship Dinner

- Completed save the date invitations. Working on program design and layout for event
- Collecting students' photos and bios for program and slideshow

Traditional Media, Social Media, Other Projects

- Hosted interviews with KRNV, KTVN and KKO radio on the PH waitlist opening.
- Conversed with KOLO regarding the numbers of people applying for rental assistance. Unsure yet if a story will come of it.
- Secured an interview with KOLO's Good Morning Reno to highlight the RHA Plus 1 program the Friday before Mother's Day.
- With Children's Cabinet representatives, hosted KRNV and KOLO for the Safe Place unveiling. All three news stations picked up the story via release (KTVN only highlighted a short bit), KOH did an interview and ran a piece on it, and one Vegas TV station, KSNV 3, picked up the news there.
- Scheduled and sent the invitation for the elected officials, board of commissioners and RHA executive staff home tour May 11. Working on finalizing the script now.
- Submitted media/PR plan to Development for use in The Home Depot Foundation grant application for Dick Scott Manor.

- The landlord symposium elicited a story from the Nevada Independent, long after the event.
- Have a meeting scheduled this week with a reporter from Double Scoop community news outlet regarding the Hawk View art and garden space. Ensuring the reporter is sensitive in her writing regarding HV repositioning.
- Received new head shot photos for JD and once we receive one from Commissioner Taylor, will update the Board of Commissioners Photo Wall.

E. Update on Development Activities

Silverada Manor & Hawk View Repositioning:

- Resident notices regarding RAD and Section 18 were delivered to residents at the end of March. Initial resident meetings were held on April 4 & 5, 2023. The meetings were very well attended and Housing to Home (HTH), RHA's contracted relocation firm, was on site to participate in meetings as well. FAQ documents were updated to respond to questions raised during the resident meetings and to include property specific emails that residents can use to ask further questions. The FAQs will be delivered to tenants the week of April 24.

Silverada Manor & Hawk View Redevelopment:

- An RFQ for Master Developer Services for both Hawk View and Silverada was released on April 19, 2023. Additionally, preliminary site planning and environmental review has begun at both sites.

HOME Fund Awards:

- On April , the Washoe County HOME Consortium's Technical Review Committee recommended 3 RHA projects to the Consortium Directors for funding. The HOME Consortium Director's Meeting occurred on April 9, 2023, and approved all 3 funding recommendations. The projects and funding amounts are as follows:
 - Carville Court - \$278,000 in HOME-ARP funding for supportive services
 - 419 10th St - \$1,000,000 in HOME-ARP funding for development
 - Silver Sage - \$1,000,000 in HOME funding for development

F. Update on Information Technology activities

Electronic Document Management System

- 4/19/2023: Staff continues to scan Rental Assistance files into the production environment.
 - 1484 out of approx. 2500 client files have been scanned.
 - All files will be scanned within 10 months at the current scan rate.

- 4/19/2023: Staff will begin scanning Asset Management files in Laserfiche after Yardi has been implemented.

Yardi

- 4/17/2023: Staff begins the 4th of 5 Yardi-led trainings.
- 4/19/2023: Yardi Voyager (PHA Software) configuration for financials, Rental Assistance, Asset Management, and Admissions continues.
- 4/27/2023: Data Conversion & Go-Dark Period begins.
- 5/4/2023: RHA staff begins working in Yardi.
- 6 2023 “Go-Live”st full check run is processed Yardi.

G. Update on MTW Activities

FY 2024 Annual MTW Plan

- The FY 2024 Annual MTW Plan was submitted to HUD for review/comment on March 31, 2023.

2023 MTW Conference

- RHA’s MTW Coordinator filled in for Deputy Director McKendree on a panel discussion on landlord incentives for the Housing Choice Voucher program at the annual MTW Conference in Washington DC. A lot of great information was shared during the session which included highlights of landlord incentives offered by San Diego, Chicago, and Reno.

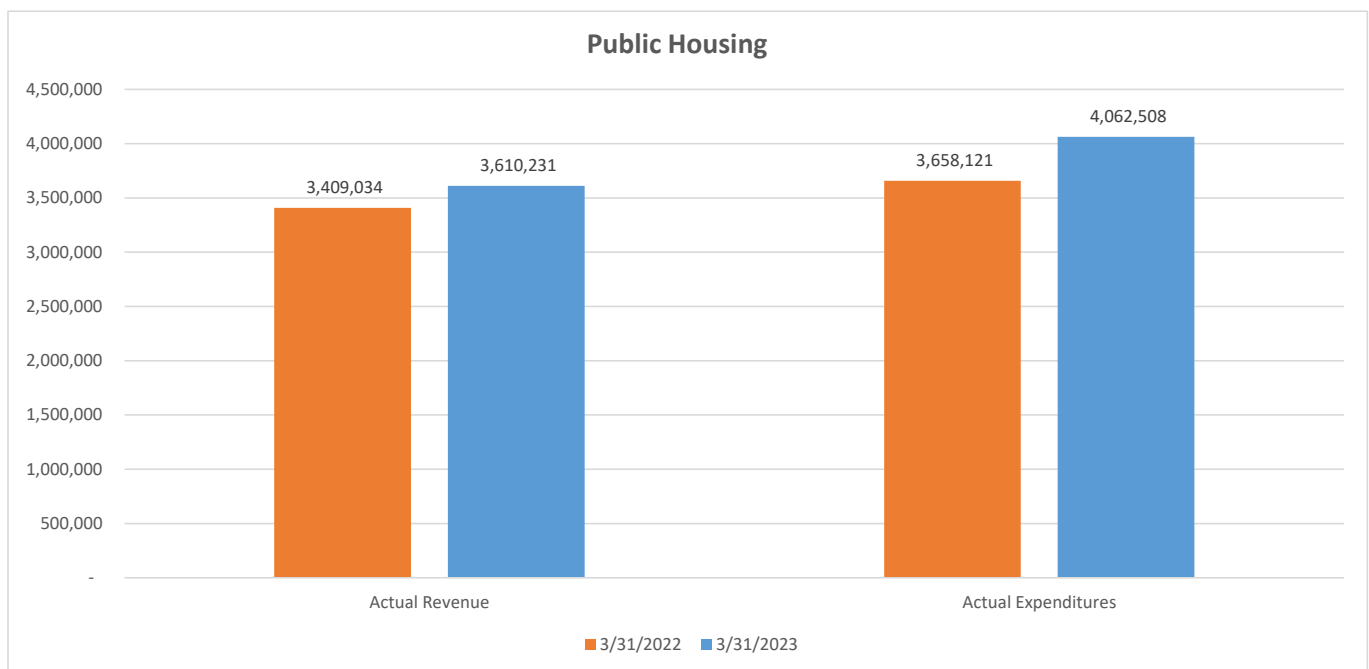
FY 2023 Annual MTW Report

- Preparation for RHA’s annual MTW Report to HUD is underway. Several data pulls have begun on current MTW activities and surveys have been sent to all Mobility Demonstration participants. Survey results will be sent to RHA’s third-party researcher at the University of Washington for analysis.

H. Financials

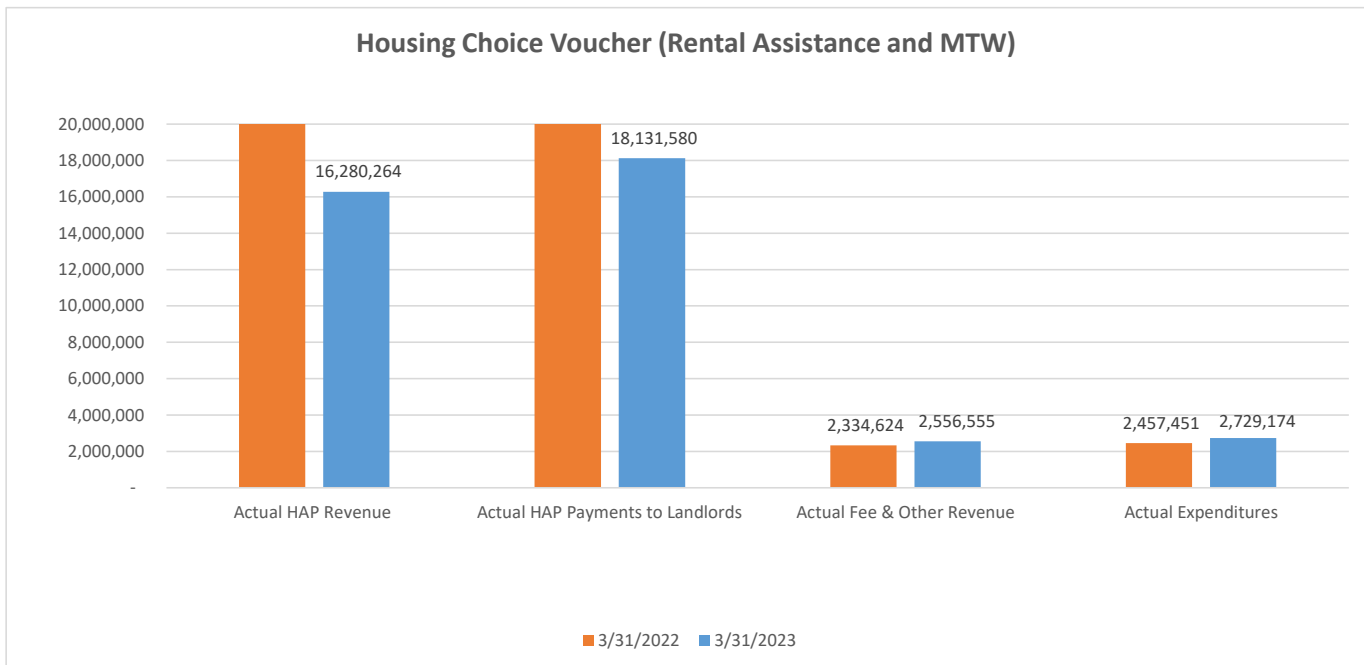
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 9 MONTHS ENDED MARCH 31, 2023**

| Public Housing | 3/31/2023 | 3/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---------------------------------|------------------|------------------|---|--------------------------------|
| Actual Revenue | 3,610,231 | 3,409,034 | 201,197 | 5.90% |
| Budgeted Revenue | 3,501,629 | 3,448,178 | 53,451 | 1.55% |
| Actual Expenditures | 4,062,508 | 3,658,121 | 404,387 | 11.05% |
| Budgeted Expenditures | 4,264,274 | 3,608,483 | 655,791 | 18.17% |
| Actual Surplus (deficit) | (452,277) | (249,087) | (203,190) | 81.57% |



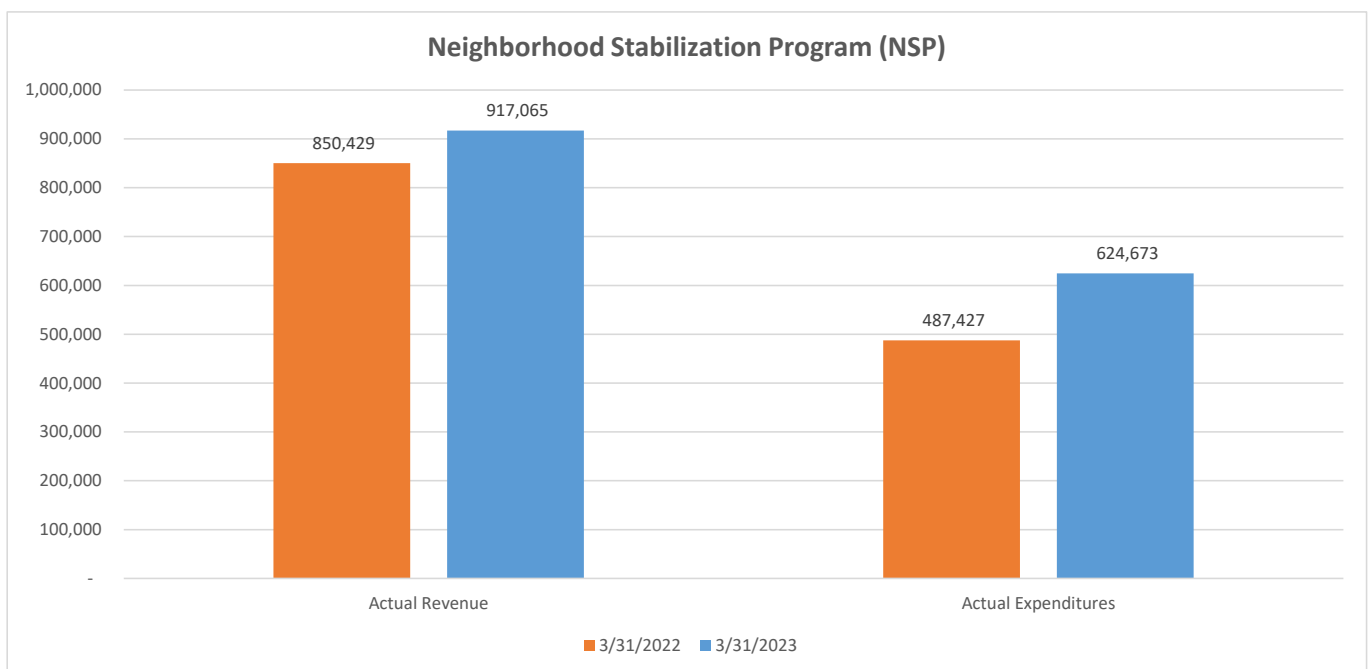
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 9 MONTHS ENDED MARCH 31, 2023**

| Housing Choice Voucher (Rental Assistance and MTW) | 3/31/2023 | 3/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---|--------------------|------------------|---|----------------------------|
| Actual HAP Revenue | 16,280,264 | 29,071,727 | (12,791,463) | -44.00% |
| Budgeted HAP Revenue | 19,194,453 | 29,599,703 | (10,405,250) | -35.15% |
| Actual HAP Payments to Landlords | 18,131,580 | 28,725,376 | (10,593,796) | -36.88% |
| Budgeted HAP Payments to Landlords | 18,918,687 | 29,081,191 | (10,162,504) | -34.95% |
| Actual Fee & Other Revenue | 2,556,555 | 2,334,624 | 221,931 | 9.51% |
| Budgeted Fee & Other Revenue | 2,004,445 | 2,551,619 | (547,174) | -21.44% |
| Actual Expenditures | 2,729,174 | 2,457,451 | 271,723 | 11.06% |
| Budgeted Expenditures | 2,545,554 | 2,697,532 | (151,978) | -5.63% |
| Actual Surplus (deficit) | (2,023,935) | 223,524 | (2,247,459) | -1005.47% |



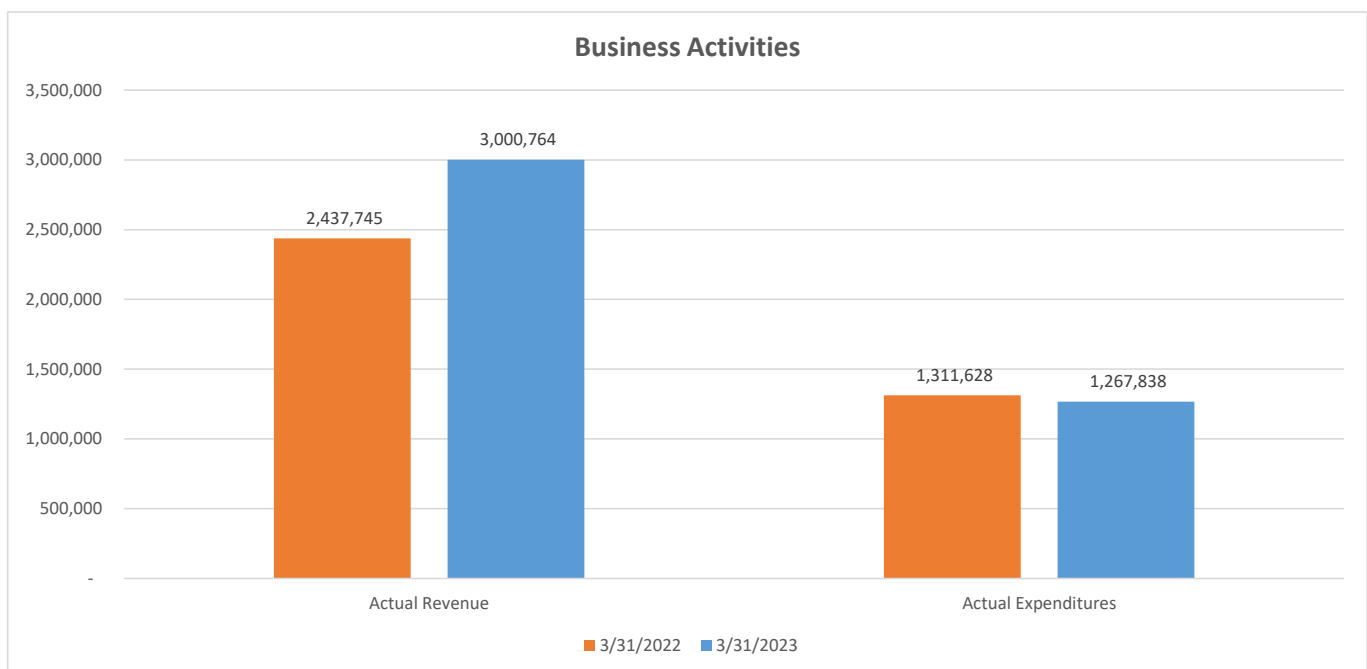
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 9 MONTHS ENDED MARCH 31, 2023**

| Neighborhood Stabilization Program (NSP) | 3/31/2023 | 3/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---|------------------|------------------|---|----------------------------|
| Actual Revenue | 917,065 | 850,429 | 66,636 | 7.84% |
| Budgeted Revenue | 895,654 | 841,295 | 54,359 | 6.46% |
| Actual Expenditures | 624,673 | 487,427 | 137,246 | 28.16% |
| Budgeted Expenditures | 515,813 | 519,295 | (3,482) | -0.67% |
| Actual Restricted Surplus (deficit) | 292,392 | 363,002 | (70,610) | -19.45% |



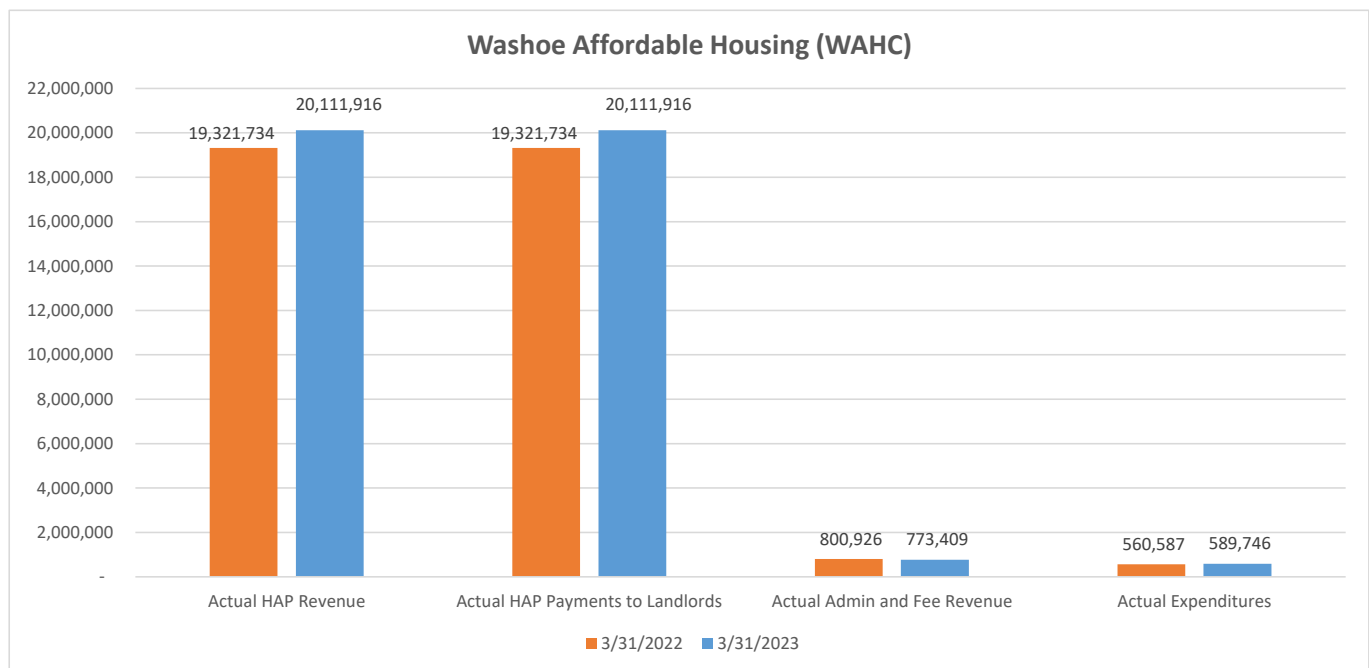
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 9 MONTHS ENDED MARCH 31, 2023**

| Business Activities | 3/31/2023 | 3/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---------------------------------------|-----------|-----------|-------------------------------------|------------------------|
| Actual Revenue | 3,000,764 | 2,437,745 | 563,019 | 23.10% |
| Budgeted Revenue | 3,073,109 | 2,417,724 | 655,385 | 27.11% |
| Actual Expenditures | 1,267,838 | 1,311,628 | (43,790) | -3.34% |
| Budgeted Expenditures | 1,290,820 | 1,583,294 | (292,474) | -18.47% |
| Actual Unrestricted Surplus (deficit) | 1,732,926 | 1,126,117 | 606,809 | 53.89% |



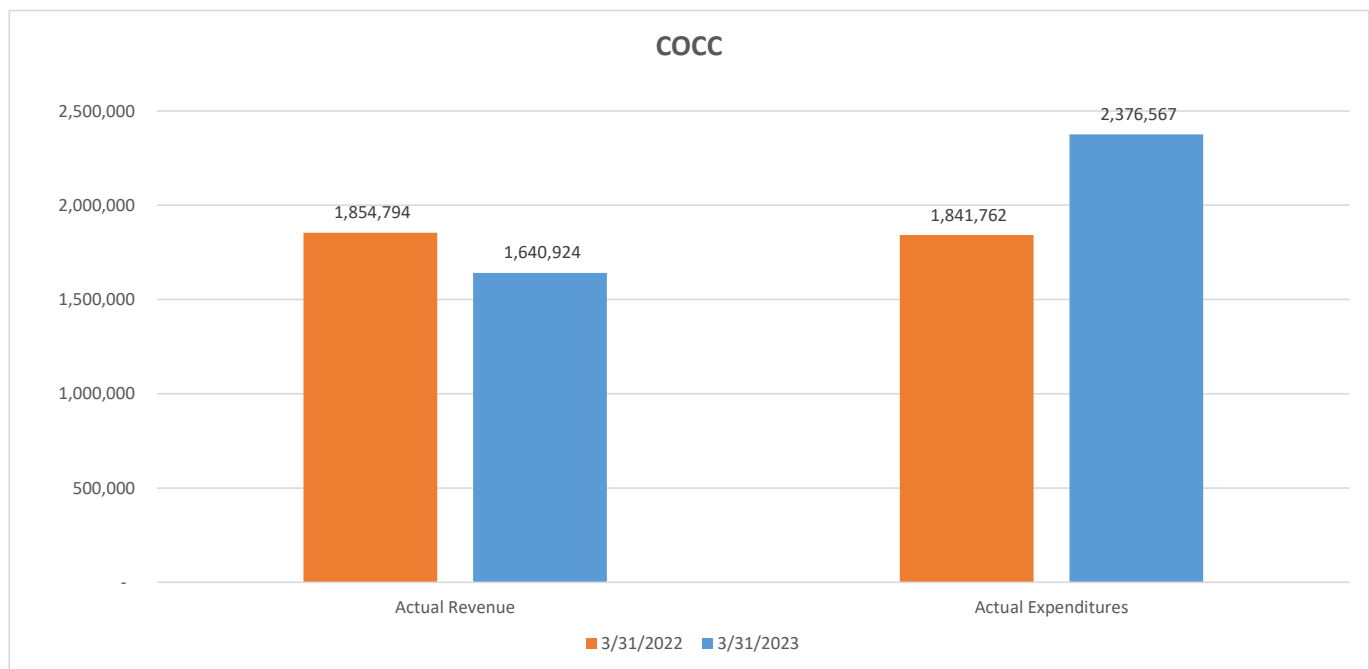
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 9 MONTHS ENDED MARCH 31, 2023**

| Washoe Affordable Housing (WAHC) | 3/31/2023 | 3/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|------------------------------------|----------------|----------------|-------------------------------------|------------------------|
| Actual HAP Revenue | 20,111,916 | 19,321,734 | 790,182 | 4.09% |
| Budgeted HAP Revenue | 19,302,968 | 19,976,517 | (673,549) | -3.37% |
| Actual HAP Payments to Landlords | 20,111,916 | 19,321,734 | 790,182 | 4.09% |
| Budgeted HAP Payments to Landlords | 19,302,968 | 19,976,517 | (673,549) | -3.37% |
| <i>HAP Surplus (Deficit)</i> | - | - | - | 0.00% |
| Actual Admin and Fee Revenue | 773,409 | 800,926 | (27,517) | -3.44% |
| Budgeted Admin and Fee Revenue | 774,761 | 665,532 | 109,229 | 16.41% |
| Actual Expenditures | 589,746 | 560,587 | 29,159 | 5.20% |
| Budgeted Expenditures | 530,669 | 505,584 | 25,085 | 4.96% |
| <i>Unrestricted Profit (Loss)</i> | <i>183,662</i> | <i>240,339</i> | (56,677) | -23.58% |
| Actual compared to budget | 183,662 | 240,339 | (56,677) | -23.58% |



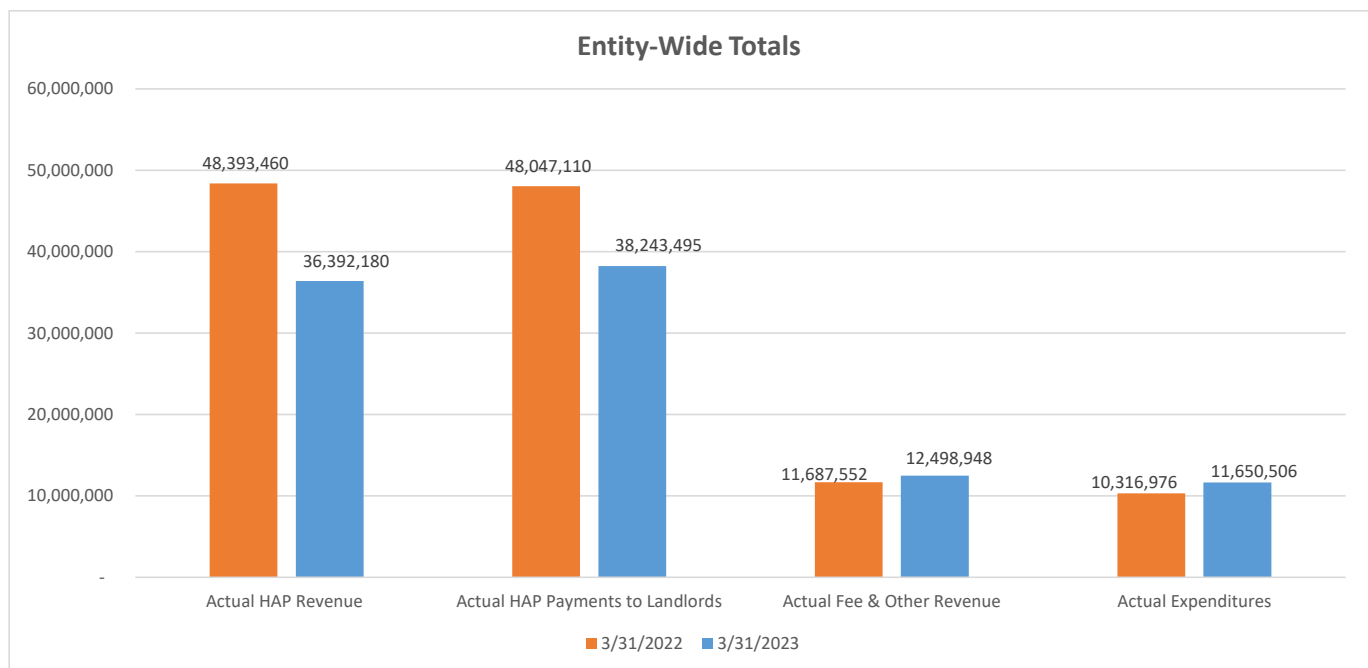
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 9 MONTHS ENDED MARCH 31, 2023**

| COCC | 3/31/2023 | 3/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|---------------------------------------|-----------|-----------|-------------------------------------|------------------------|
| Actual Revenue | 1,640,924 | 1,854,794 | (213,870) | -11.53% |
| Budgeted Revenue | 1,786,793 | 1,457,070 | 329,723 | 22.63% |
| Actual Expenditures | 2,376,567 | 1,841,762 | 534,805 | 29.04% |
| Budgeted Expenditures | 2,908,278 | 1,406,485 | 1,501,793 | 106.78% |
| Actual Unrestricted Surplus (deficit) | (735,642) | 13,032 | (748,674) | -5744.89% |



**ENTITY-WIDE FINANCIAL REPORT
FOR THE 9 MONTHS ENDED MARCH 31, 2023**

| Entity-Wide Totals | 3/31/2023 | 3/31/2022 | Variance Favorable (Unfavorable) | Variance Percentage |
|------------------------------------|--------------------|------------------|-------------------------------------|------------------------|
| Actual HAP Revenue | 36,392,180 | 48,393,460 | (12,001,280) | -24.80% |
| Budgeted HAP Revenue | 38,497,421 | 49,576,220 | (11,078,799) | -22.35% |
| Actual HAP Payments to Landlords | 38,243,495 | 48,047,110 | (9,803,615) | -20.40% |
| Budgeted HAP Payments to Landlords | 38,221,655 | 49,057,708 | (10,836,054) | -22.09% |
| <i>HAP Surplus (Deficit)</i> | <i>(1,851,316)</i> | <i>346,350</i> | <i>(2,197,666)</i> | <i>-634.52%</i> |
| Actual Fee & Other Revenue | 12,498,948 | 11,687,552 | 811,396 | 6.94% |
| Budgeted Fee & Other Revenue | 12,036,390 | 11,381,418 | 654,972 | 5.75% |
| Actual Expenditures | 11,650,506 | 10,316,976 | 1,333,530 | 12.93% |
| Budgeted Expenditures | 12,055,408 | 10,320,674 | 1,734,734 | 16.81% |
| <i>Unrestricted Profit (Loss)</i> | <i>848,442</i> | <i>1,370,576</i> | <i>(522,134)</i> | <i>-38.10%</i> |
| Actual Surplus (deficit) | (1,002,874) | 1,716,926 | (2,719,800) | -158.41% |



RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 6****April 25, 2023**

SUBJECT: Possible adoption of Resolution 23-04-01 RH approving the final financial audit report from CliftonLarsonAllen LLP. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

The FY22 Audited Financial Statements have been finalized. The Financial Data Schedule (FDS) was submitted to HUD and the Federal Audit Clearinghouse on March 3, 2023.

HOUSING AUTHORITY OF THE CITY OF RENO
RESOLUTION **23-04-01 RH**

A RESOLUTION ACCEPTING THE ANNUAL FINANCIAL AUDIT REPORT FROM
CLIFTONLARSONALLEN LLP, FOR THE FISCAL YEAR ENDED JUNE 30, 2022

WHEREAS, the Housing Authority of the City of Reno entered into a contract for the completion of the annual financial audit reports of RHA for the fiscal year ended June 30, 2022, with CliftonLarsonAllen, LLP, Certified Public Accountants, and

WHEREAS, CliftonLarsonAllen, LLP, has completed the requirements of said contract by providing the following audit reports:

1. Independent Auditor's Report
2. Enterprise Fund Financial Statements
3. Notes to the Financial Statements
4. Report on Internal Control Over Financial Reporting
5. Report on Compliance with Requirements

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

1. That the Board of Commissioners hereby acknowledges receipt of and accepts the audit reports for the fiscal year ended June 30, 2022 as submitted by CliftonLarsonAllen, LLP.
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 25 DAY OF April, 2023.

ATTEST:

CHAIRMAN

SECRETARY

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 7****April 25, 2023**

SUBJECT: Discussion and presentation of draft FY2024 RHA budget. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

Staff will provide an overview of the attached draft FY24 RHA budget. The FY24 budget must be approved and adopted by the Board by June 30, 2023. The initial draft budget is based on FY23 9-month actuals and extrapolation for remaining months. Staff are still working to finalize year-end figures and will revise the FY24 budget, as needed, once those figures are available. An updated budget will be presented at the May meeting.

The current draft budget includes the following changes from prior years:

- Use of Moving to Work (MTW) fungibility to better allocate staff salaries to eligible programs. This means that a higher percentage of staff salaries will be covered through RHA's capital and operating fund flexibility for approved MTW activities. Staff has submitted these changes to the US Department of Housing and Urban Development (HUD) and has received an initial positive response to this change.
- Increase in salaries based on RHA's newly created positions, COLA and merit increases, and assuming all positions are filled during the upcoming year. This aligns with the Board's goals of hiring more staff and employee retention.
- Funds for space planning, office furniture, and IT/other equipment to support a larger staff. This is currently budgeted at \$200,000 but may change based on proposals from space planning firms. Executive staff have met with several firms and are awaiting initial proposals. This supports the Board's goal of hiring more staff.
- Increased travel and training requests to ensure staff development and preparedness as RHA converts software systems, repositions properties, undertakes new sources of funding and financing, and gets trained on new HUD public housing and inspection protocols that go into effect during FY24. This aligns with the Board's goals of hiring more staff and employee retention as well as beginning public housing asset repositioning.
- Increased Resident Services funding to support the Board's goal of expanding resident service programming. This includes financial support for the Start Smart scholarships and awards dinner as well as potential additional funds for resident council activities.

The draft budget includes annual estimates for operating public housing as well as the Authority and identifies estimated revenue from each of the Authority's sources including public housing, MTW, business activities, and NSP. Staff are working with Gaston & Wilkerson to get updated income and expense projections for RHA's expanded housing portfolio based on RHA's new rent policy. This information is anticipated by the May budget revision.

The current draft FY24 budget shows ending net income of approximately \$4.3 million. Staff are seeking the Board's initial input on the draft budget.

| | Public Housing | Public Housing | 14.881 MTW HCV | 14.881 MTW HCV | 14.881 MTW HCV | 14.256 NSP | 14.256 NSP | 14.256 NSP | Total Business Activities | Total Business Activities | Total Business Activities | 6.2 Blended Component - WAHC | 6.2 Blended Component - WAHC | 6.2 Blended Component - WAHC | COCC | COCC | COCC | Total | Total |
|---|----------------|----------------|----------------|----------------------|----------------|-------------|----------------------|-------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|------------------------------|-------------|----------------------|-------------|-------------|-------------|
| | 2023 Budget | 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 9-months Actual | 2023 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 2024 Budget |
| 1-Revenue | | | | | | | | | | | | | | | | | | | |
| 311000 Dwelling Rent | 2,800,000 | 2,977,102 | | | | 1,186,100 | 873,076 | 1,164,101 | 3,992,638 | 2,628,233 | 3,504,311 | | | | | | | 7,978,738 | 7,645,514 |
| 319000 Non Dwelling Rent | 5,700 | 5,700 | | | | | | | - | - | | | | | 74,640 | 55,980 | 74,640 | 80,340 | 80,340 |
| 319100 Rent - Section 8 Office | | | | | | | | | - | - | | | | | 84,000 | 63,000 | 84,000 | 84,000 | 84,000 |
| 319200 Rent - WAHC | | | | | | | | | - | - | | | | | 9,000 | 6,750 | 9,000 | 9,000 | 9,000 |
| 320000 Grant Income | | | | | | | | | - | - | | 78,559 | 68,231 | 90,975 | | | - | 78,559 | 90,975 |
| 330000 COCC Management Fee Income | | | | | | | | | 18,000 | | | | | | 1,562,000 | 988,495 | 1,317,993 | 1,580,000 | 1,317,993 |
| 330001 COCC Asset Mgmtnt Fee Income | | | | | | | | | - | - | | | | | 60,000 | 44,730 | 59,640 | 60,000 | 59,640 |
| 330002 COCC Bookkeeping Fee Income | | | | | | | | | - | - | | | | | 590,000 | 405,837 | 541,116 | 590,000 | 541,116 |
| 330003 HUD Admin Fee Income - WAHC | | | | | | | | | - | - | | 954,456 | 661,472 | 881,963 | | 51,542 | 68,723 | 954,456 | 950,685 |
| 330004 COCC Mgt Fee Income - Pilgrim Rest | | | | | | | | | 2,400 | | | | | | 2,300 | 1,920 | 2,560 | 4,700 | 2,560 |
| 330005 Developer Fees | | | | | | | | | - | - | | | | | | | - | - | 0 |
| 330006 HUD Admin Fee Income - S8 | | | 2,483,435 | 2,154,694 | 2,640,000 | | | | - | - | | | | | | | - | 2,273,374 | 2,640,000 |
| 330007 Emergency Housing Vouchers Fees | | | - | - | - | | | | - | - | | | | | | | - | - | 0 |
| 330015 RHA 50% Fraud Recovery - Other Income | | | 40,000 | 13,437 | 10,000 | | | | | - | | | | | | | - | 13,437 | 10,000 |
| 330016 HUD 50% Fraud Recovery - Other Income | | | 40,000 | 13,437 | 10,000 | | | | - | - | | | | | | | - | 13,437 | 10,000 |
| 331020 Port-In Admin Fee Income | | | 10,000 | 10,044 | 13,392 | | | | - | - | | | | | | | - | 10,044 | 13,392 |
| 360000 FSS Forfeiture - Other income | | | | 3,194 | 4,259 | | | | | | | | | | | | - | | 4,259 |
| 361000 Interest Income | 40 | 17,791 | | | - | 225 | 38,146 | 50,861 | 18,000 | 67,184 | 89,579 | | 16,848 | 22,464 | 450 | 14,772 | 19,696 | 18,715 | 200,391 |
| 369000 Other Income | 120 | 1,400 | | 119,875 | 159,833 | 1,550 | | | 25,000 | 17,430 | 23,240 | | | | - | 898 | 1,197 | 146,545 | 185,671 |
| 369004 Carport Rental Income | 1,800 | 1,778 | | | - | | | | - | - | | | | | | | - | 1,800 | 1,778 |
| 369010 Laundry Income | 19,020 | 19,072 | | | - | | | | 20,000 | 21,825 | 29,100 | | | | | | - | 39,020 | 48,172 |
| 369030 Late Charges | 24,000 | 10,563 | | | - | 6,000 | 5,658 | 7,544 | 9,340 | 4,061 | 5,415 | | | | | | - | 39,340 | 23,522 |
| 369050 Returned Check Charge | 372 | 275 | | | - | 330 | 175 | 233 | 600 | 200 | 267 | | | | | | - | 1,302 | 775 |
| 369060 Donations | | | | | - | | | | 10,000 | | | | 26,857 | 35,809 | | 7,000 | 9,333 | 10,000 | 45,143 |
| 369070 Monthly Pet Fee | 9,792 | 10,855 | | | - | | | | 1,500 | 1,180 | 1,573 | | | | | | - | 11,292 | 12,428 |
| 369080 Port-In HAP UAP Income | | | 170,000 | 123,224 | 164,299 | | | | - | - | | | | | | | - | 123,224 | 164,299 |
| 369999 Covid19 Revenue | | | | | - | | | | - | - | | | | | | | - | - | 0 |
| 802000 Operating Subsidy Revenue | 1,700,000 | 1,597,589 | | | - | | | | - | - | | | | | | | - | 1,700,000 | 1,597,589 |
| 802600 Incoming HAP Revenue | | | 25,224,916 | 14,594,994 | 27,423,000 | | | | - | - | | 25,737,290 | 20,111,916 | 26,815,888 | | | - | 42,017,554 | 54,238,888 |
| 802600 Emergency Housing Vouchers | | | - | - | - | | | | - | - | | | | | | | - | - | 0 |
| 802600 CHAP 2.0 Revenue | | | | | - | | | | - | - | | | | | | | - | - | 0 |
| 802901 Grant Funds Received/ Gain(loss) on sales of asset | 107,995 | 850,000 | 367,688 | | 1,859,247 | | | | - | - | | | | | | | - | 107,995 | 2,709,247 |
| Total Revenue | 4,668,839 | 5,492,125 | 28,336,039 | 17,032,899 | 28,265,197 | 1,194,205 | 917,055 | 1,222,740 | 4,097,478 | 2,740,113 | 3,653,484 | 26,770,305 | 20,885,324 | 27,847,099 | 2,382,390 | 1,640,924 | 2,187,899 | 57,946,872 | 72,687,376 |
| 2-Administrative Expenses | | | | | | | | | | | | | | | | | | | |
| 411000 ADMINISTRATIVE SALARIES | 1,157,431 | 701,221 | 1,667,556 | 1,207,630 | 2,042,125 | 52,424 | 69,177 | 99,847 | 108,999 | 106,883 | 142,511 | 220,000 | 177,400 | 262,552 | 2,126,211 | 1,128,229 | 1,241,051 | 4,872,694 | 4,489,307 |
| 454000 Employee Benefits | 625,200 | 858,460 | 632,756 | 587,569 | 754,061 | 76,339 | 86,118 | 114,824 | 70,000 | 88,359 | 117,812 | 65,000 | 49,125 | 65,500 | 914,271 | 500,260 | 550,286 | 2,338,378 | 2,460,943 |
| 441002 Benefits - Maintenance Labor | | | | | | | | | - | - | | | | | | | | - | 0 |
| 411002 Benefits - Admin | | | | | | | | | - | - | | | | | | | | - | 0 |
| 412000 Advertising Marketing | 2,500 | 2,625 | 0 | 1,537 | 0 | | | | - | 837 | 1,116 | | | | 21,600 | | | 24,278 | 3,741 |
| 413000 Legal Expense | | | 2,500 | | 1,000 | | | | 10,000 | | | 1,750 | 400 | 533 | 116,200 | 71,121 | 94,828 | 127,950 | 96,361 |
| 414000 Staff Training | 20,000 | 52,250 | 37,800 | 15,564 | 52,585 | 1,300 | 224 | 299 | 10,000 | 113 | 151 | 5,000 | 1,397 | 7,000 | 36,500 | 21,699 | 48,875 | 88,364 | 161,159 |
| 415000 Travel Expense | 1,500 | 11,300 | 400 | 5,719 | 5,850 | | 31 | 41 | - | 2,429 | 3,239 | 12,343 | 14,008 | 15,000 | 7,000 | 13,233 | 15,700 | 26,562 | 51,130 |
| 417000 Accounting Expense | | | | | | | | | - | - | | | | | | 3,350 | 5,117 | - | 5,117 |
| 417100 Audit Fees | 40,000 | 43,944 | 29,500 | 10,837 | 29,500 | 360 | | | - | - | | 2,883 | 2,749 | 2,800 | 6,918 | 6,151 | 6,200 | 59,046 | 82,444 |
| 417150 Payroll Processing Fee | | 4,075 | 0 | 4,214 | 0 | | 1,405 | 1,873 | - | 767 | 1,023 | 1,094 | 561 | 748 | | 4,214 | 5,619 | 5,308 | 13,338 |
| 418000 Office Rent | 58,320 | 59,700 | 100,320 | 75,240 | 100,320 | | | | - | - | | 9,000 | 6,750 | 9,000 | | | | 142,560 | 169,020 |
| 419000 Sundry | 7,725 | 10,566 | 8,400 | 17,608 | 68,477 | 360 | | | 60,000 | 22,272 | 29,696 | 330 | 104 | 139 | 35,000 | 43,852 | 148,469 | 121,023 | 257,347 |
| 419001 Office Supplies | 10,000 | 11,952 | 14,000 | 18,810 | 25,080 | 600 | 161 | 215 | 4,500 | 59 | 79 | 5,000 | 1,209 | 6,000 | 18,050 | 17,243 | 23,041 | 56,402 | 66,366 |
| 419003 Printing | 9,000 | 29,800 | 17,000 | 15,283 | 20,377 | 90 | 75 | 100 | 500 | 4,917 | 6,556 | | 120 | 160 | 625 | 1,061 | 14,595 | 25,228 | 71,588 |
| 419005 Postage | 11,820 | 12,115 | 14,500 | 14,719 | 19,625 | 40 | | | 750 | 1,504 | 2,005 | | | | 28,000 | 11,090 | 17,787 | 53,149 | 51,532 |
| 419006 Consulting Costs | | 25,850 | | 5,834 | 15,000 | 1,800 | | | - | - | | | | | 100,000 | 137,853 | 183,804 | 107,634 | 224,654 |
| 419007 Court Costs | 1,200.00 | 20,607 | 30 | 0 | 0 | 0 | 706 | 941 | 1,260 | 1,278 | 1,704 | | | | 150 | 31 | 41 | 2,610 | 23,294 |
| 419008 Collection Agency Fees | | | | | 0 | 90 | | | 300 | 298 | 397 | | | | | | | 390 | 397 |
| 419009 Technical Assistance | | 6,267 | 17,500 | 3,833 | 5,111 | | 851 | 1,135 | - | 3,119 | 4,159 | 9,786 | 5,817 | 7,756 | 160,000 | 129,957 | 173,276 | 173,619 | 197,703 |
| 419010 Dues & Memberships | 27,000 | 2,438 | 3,500 | 5,090 | 6,787 | | | | 675 | | | 25,522 | 20,080 | 26,773 | 21,500 | 22,191 | 30,093 | 79,787 | 66,091 |
| 419011 Computer Expenses | 9,000 | 64,466 | 35,000 | 105,492 | 140,656 | 600 | 78 | 104 | 8,000 | 1,351 | 1,801 | | 3,998 | 5,331 | 75,000 | 109,922 | 164,563 | 198,092 | 376,921 |
| 419018 Home Ownership Fees | | | | | 0 | 72,000 | 61,046 | 81,395 | 41,660 | 49,047 | 65,396 | | | | | | | 113,660 | 146,791 |
| 419020 Telephone Expense | 9,000 | 25,615 | 11,000 | 11,493 | 15,324 | | | | 15,000 | 12,542 | 16,723 | 4,483 | 3,460 | 4,613 | 18,000 | 8,987 | 11,983 | 57,976 | 74,258 |
| 419021 Court Fees | | | | | 0 | | | | - | - | | | | | | | | - | 0 |
| 419022 Bank Fees | 3,900 | 650 | 21,000 | 15,431 | 20,575 | 1,200 | 978 | 1,304 | 6,000 | (2,976) | (3,968) | 2,286 | (2,440) | (3,253) | 1,900 | (2,380) | (3,173) | 30,717 | 12,134 |
| 419023 Office Equipment & Furniture | 10,000 | 12,013 | 20,700 | 5,651 | 139,435 | | | | 600 | | | | 236 | 600 | 1,000 | 9,388 | 67,117 | 17,251 | 219,165 |
| 419025 Temporary Service | | | 0 | 0 | 0 | | | | - | - | | | | | | | | - | 0 |
| 419026 Contract Service | | | 0 | 0 | 0 | | | | 1,200 | 1,010 | 1,347 | 191 | 397 | 529 | | | | 1,391 | 1,876 |
| 419027 Copier Expense - Contract | 7,800 | 10,416 | 7,300 | 8,535 | 11,380 | | | | 2,000 | 31 | 41 | 1,016 | 622 | 829 | 5,600 | 3,940 | 5,253 | 23,711 | 27,920 |
| 419028 Drug Testing - Contract | 360 | 867 | 400 | 222 | 296 | | 41 | 55 | - | - | | | | | 460 | 192 | 256 | 1,012 | 1,474 |
| 419029 Criminal History - Contract | 42,000 | 56,955 | 30,000 | 38,169 | 50,892 | | 81 | 108 | - | - | | | | | 400 | 161 | 215 | 79,756 | 108,170 |
| 419030 Publications | 1,320 | 974 | 1,200 | 717 | 956 | | | | - | - | | | | | 3,600 | 406 | 541 | 5,637 | 2,471 |
| Total Administrative Expense | 2,055,076 | 2,025,126 | 2,672,362 | 2,175,196 | 2,672,362 | 206,842 | 220,972 | 302,240 | 341,444 | 293,840 | 391,787 | 365,684 | 285,993 | 412,611 | 3,697,984 | 2,242,151 | 2,805,535 | 8,834,184 | 9,462,711 |

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| | Public Housing | Public Housing | 14.881 MTW HCV | 14.881 MTW HCV | 14.881 MTW HCV | 14.256 NSP | 14.256 NSP | 14.256 NSP | Total Business Activities | Total Business Activities | Total Business Activities | 6.2 Blended Component - WAHC | 6.2 Blended Component - WAHC | 6.2 Blended Component - WAHC | COCC | COCC | COCC | Total | Total | |
|---|----------------|----------------|----------------|----------------------|----------------|-------------|----------------------|-------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|------------------------------|-------------|-------------|----------------------|-------------|-------------|-------------|
| | 2023 Budget | 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 9-months Actual | 2023 | 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 2024 Budget |
| 3-Tenant Services | | | | | | | | | | | | | | | | | | | | |
| 421000 Wages - Tenant Services | 68,400 | 112,400 | | | | | | | - | (1,578) | | | | | | | (10,232) | | 68,400 | 112,400 |
| 421002 Benefits- Tenant Services | | | | | | | | | - | - | | | | | | | | | - | 0 |
| 422000 Other - Tenant Services | 1,200 | 1,000 | 7,600 | 9,400 | 12,533 | | | | 600 | 1,446 | 1,928 | | | | | | | | 11,200 | 15,461 |
| 422200 Youth Activities | | | | | | | | | - | - | | | | | | | | | - | 0 |
| 423000 Tenant Services Charged to Tenants | (165,900) | (153,000) | | | | | | | (3,600) | (2,865) | (3,820) | | | | | | | | (169,500) | (156,820) |
| 423001 Laundry Service | 5,400 | 5,339 | | | | | | | - | - | | | | | | | | | 5,400 | 5,339 |
| 423003 Tenant Services - Cable | 264,000 | 349,849 | | | | | | | 95,000 | 68,300 | 91,067 | | | | | | | | 359,000 | 440,916 |
| Total Tenant Services Expense | 173,100 | 315,588 | 7,600 | 9,400 | 7,600 | - | - | - | 92,000 | 65,303 | 89,175 | - | - | - | - | - | (10,232) | - | 274,500 | 417,296 |
| 4-Utilities | | | | | | | | | | | | | | | | | | | | |
| 430000 Charter | 19,200 | 21,924 | | | | | | | - | 331 | - | 2,170 | 2,666 | 3,555 | 15,000 | 27,645 | 36,860 | | 36,370 | 62,339 |
| 431000 Water | 156,000 | 155,378 | | | | 1,650 | 3,205 | 4,273 | 42,101 | 33,294 | 44,392 | 56 | 192 | 256 | 3,000 | 1,045 | 1,393 | | 202,807 | 205,693 |
| 432000 Electric | 75,000 | 93,448 | | | | 700 | 3,075 | 4,100 | 30,700 | 27,801 | 37,068 | 1,448 | 982 | 1,309 | 12,000 | 11,809 | 15,745 | | 119,848 | 151,671 |
| 432100 Outdoor Lighting | 3,000 | 4,271 | | | | | | | - | 47 | 63 | | | 0 | 2,700 | 2,329 | 3,105 | | 5,700 | 7,439 |
| 433000 Gas | 45,000 | 23,500 | | | | 700 | 2,297 | 3,063 | 18,525 | 13,033 | 17,377 | 619 | 720 | 960 | 2,500 | 2,927 | 3,903 | | 67,344 | 48,803 |
| 439000 Other Utility Expenses | 1,500 | 2,994 | | | | (20) | 404 | 539 | 3,200 | 24,499 | 32,665 | 5,119 | | 0 | | | | | 9,799 | 36,198 |
| 439001 Sewer Fees | 396,000 | 559,418 | | | | 37,000 | 32,944 | 43,925 | 193,258 | 97,825 | 130,433 | 544 | 491 | 655 | | | | | 626,802 | 734,431 |
| 439010 Utilities Charged to Tenants | (1,200) | (455) | | | | | (1,552) | (2,069) | (1,200) | (942) | (1,256) | | | | | | | | (2,400) | (3,780) |
| Total Utilities Expense | 694,500 | 860,478 | - | - | - | 40,030 | 40,373 | 53,831 | 286,584 | 195,888 | 260,743 | 9,956 | 5,051 | 6,735 | 35,200 | 45,755 | 61,007 | | 1,066,270 | 1,242,793 |
| 5-Maintenance | | | | | | | | | | | | | | | | | | | | |
| 440000 Maint - Consumables | 19,000 | 32,479 | | | | 4,000 | 9,986 | 13,315 | 600 | 1,102 | 1,469 | 57 | | | 5,000 | 2,425 | 3,233 | | 28,657 | 50,496 |
| 441000 MAINTENANCE LABOR | 545,000 | 741,671 | | | | 69,808 | 103,260 | 137,680 | 204,137 | 149,989 | 199,985 | 360 | 401 | 535 | 30,000 | 403 | 537 | | 849,305 | 1,080,408 |
| 442000 Maintenance Materials | 36,000 | 47,782 | 700 | | | 7,900 | 9,384 | 12,512 | 6,721 | 6,310 | 8,413 | 25 | 49 | 65 | | 64 | 85 | | 50,646 | 68,858 |
| 442001 Materials - Plumbing | 36,000 | 35,191 | | | | 8,000 | 6,433 | 8,577 | 3,477 | 827 | 1,103 | | | | | | | | 47,477 | 44,871 |
| 442002 Materials - Electrical | 20,000 | 14,410 | | | | 2,900 | 1,726 | 2,301 | - | 855 | 1,140 | | | | | | | | 22,900 | 17,851 |
| 442003 Materials - Appliance Parts | 14,000 | 35,854 | | | | 1,000 | 3,969 | 5,292 | 100 | 6,707 | 8,943 | | | | | | | | 15,100 | 50,089 |
| 442004 Materials - Building & Grounds | 9,000 | 63,599 | | | | 15,000 | 1,176 | 1,568 | 84,578 | 43,008 | 57,344 | | | | | 633 | 844 | | 108,578 | 123,355 |
| 442005 Materials - Paint | 3,600 | 5,940 | | | | 750 | 60 | 80 | 3,000 | 2,229 | 2,972 | | | | | | | | 7,350 | 8,992 |
| 442006 Materials - Heating & Cooling | 24,000 | 22,940 | | | | 65,000 | 1,521 | 2,028 | 5,270 | 1,765 | 2,353 | | | | | 30 | 40 | | 94,270 | 27,361 |
| 442007 Maintenance Tools | 10,000 | 10,642 | | | | 625 | 349 | 465 | - | - | | | | | | | | | 10,625 | 11,107 |
| 442008 Materials - Drapes & Parts | 24,000 | 40,459 | | | | 1,200 | 3,213 | 4,284 | 25,000 | 5,307 | 7,076 | | | | | | | | 50,200 | 51,819 |
| 442009 Materials - Janitorial Supp | 6,000 | 8,152 | | | | 100 | 114 | 152 | 7,500 | 1,433 | 1,911 | | | | 1,400 | 291 | 388 | | 15,000 | 10,603 |
| 442010 Maintenance Charged to Tenants | (60,000) | (21,809) | | | | (1,500) | (8,515) | (11,353) | (4,250) | (7,893) | (10,524) | | | | | | | | (65,750) | (43,686) |
| 442011 Materials - Irrigation | 120 | 3,905 | | | | | | | - | - | | | | | | | | | 120 | 3,905 |
| 442012 Materials - Flooring | | 282 | | | | 120 | 0 | | - | 256 | 341 | | | | | | | | 120 | 623 |
| 442013 Materials - Landscaping | 360 | 3,829 | | | | | | | - | - | | | | | | | | | 360 | 3,829 |
| 442014 Materials - Roofing | | | | | | | | | - | - | | | | | | | | | - | 0 |
| 442015 Materials - Pest Control | 1,200 | 4,357 | | | | 50 | 0 | | - | - | | | | | | | | | 1,250 | 4,357 |
| 443001 Contract - Vacancy Cleaning | 60,000 | 77,880 | | | | 4,000 | 5,140 | 6,853 | 13,300 | 14,005 | 18,673 | | | | | | | | 77,300 | 103,407 |
| 443002 Contract - Vacancy Paint | 84,000 | 117,318 | | | | 5,500 | 11,227 | 14,969 | 26,900 | 19,950 | 26,600 | | | | | | | | 116,400 | 158,887 |
| 443004 Contract - Landscaping | 85,000 | 108,761 | | | | 1,200 | | | 25,000 | 21,709 | 28,945 | | | | | | | | 111,200 | 137,706 |
| 443005 Contract - Uniform Service | 2,400 | 7,514 | | | | 500 | 1,881 | 2,508 | 200 | 218 | 291 | | | | | 7,070 | 9,427 | | 3,100 | 19,739 |
| 443006 Contract - Inspections | 1,200 | 9,482 | | | | | | | 500 | 723 | 964 | | | | | | | | 1,820 | 10,446 |
| 443007 Contract - Pest Control | 75,000 | 87,886 | | | | 500 | | | 12,000 | 13,945 | 18,593 | | 249 | 332 | 120 | | | | 87,500 | 106,811 |
| 443009 Contract - Equipment Repair & Svc | 9,540 | 3,920 | 500 | | | | | | 175 | - | | | | | 500 | | | | 10,215 | 3,920 |
| 443010 Contract - Security | 6,000 | 6,048 | | 195 | 200 | | | | 1,800 | 500 | 667 | 624 | 475 | 633 | 5,000 | 1,809 | 2,412 | | 13,619 | 9,960 |
| 443011 Contract - Plumbing | 36,000 | 53,500 | | | | 12,000 | 2,580 | 3,440 | 19,522 | 12,195 | 16,260 | | | | | | | | 67, | |

| | Public Housing | Public Housing | 14.881 MTW HCV | 14.881 MTW HCV | 14.881 MTW HCV | 14.256 NSP | 14.256 NSP | 14.256 NSP | Total Business Activities | Total Business Activities | Total Business Activities | 6.2 Blended Component - WAHC | 6.2 Blended Component - WAHC | 6.2 Blended Component - WAHC | COCC | COCC | COCC | Total | Total |
|--|----------------|----------------|----------------|----------------------|----------------|-------------|----------------------|-------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|------------------------------|-------------|----------------------|-------------|-------------|-------------|
| | 2023 Budget | 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 9-months Actual | 2023 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 9-months 2023 Actual | 2024 Budget | 2023 Budget | 2024 Budget |
| 451002 Insurance - Property | 160,020 | 185,100 | | | | 20,000 | 19,885 | 26,513 | 70,893 | 89,322 | 119,096 | | 235 | 313 | | | | 250,913 | 331,023 |
| 451003 Insurance - Liability | 14,400 | 14,750 | | | | 1,500 | 1,570 | 2,093 | 2,929 | 6,999 | 9,332 | | 19 | 25 | | | | 18,829 | 26,201 |
| 451004 Insurance - Other | 19,200 | 19,050 | | | | 2,000 | 2,034 | 2,712 | 3,522 | 9,071 | 12,095 | 2,418 | 24 | 32 | | | | 27,140 | 33,889 |
| 452000 Payment In Lieu of Taxes | 224,203 | 228,000 | | | | | | | - | - | | | | | | | | 224,203 | 228,000 |
| 452001 Property Tax | 4,800 | 5,150 | | | | 700 | 558 | 744 | 1,623 | 681 | 908 | | 3 | 4 | | | | 7,123 | 6,806 |
| 454001 Compensated Absences | | | | | | | | | - | - | | | | | | | | - | 0 |
| 454002 Retiree Benefits | 8,400 | 9,651 | 4,900 | 3,174 | 4,232 | | | | 1,000 | 557 | 743 | | | | | | 5,000 | 17,574 | 17,760 |
| 457000 Collection Losses | 68,100 | 111,471 | 82,500 | 30,473 | 40,631 | 5,000 | 885 | 1,180 | 25,000 | 642 | 856 | | | | | | 2,351 | 128,573 | 152,488 |
| 459000 Development Costs (Other General Exp) | | | | | | | | | - | - | | 312 | | | 600 | 2,800 | 3,733 | 912 | 3,733 |
| 459001 Water Cooler Rental | 2,400 | 5,456 | 691 | 578 | 771 | | | | - | - | | | | | 700 | 592 | 789 | 3,678 | 7,016 |
| Total Other General Expense | 532,543 | 609,148 | 125,091 | 62,194 | 124,960 | 33,400 | 30,114 | 40,152 | 110,136 | 113,151 | 150,868 | 5,075 | 3,936 | 5,248 | 46,300 | 37,715 | 50,287 | 789,648 | 938,628 |
| 7-HAP Expenses | | | | | | | | | | | | | | | | | | | |
| 471500 HAP - Housing Assistance Payments | | | 22,093,216 | 14,253,719 | 19,004,959 | | | | - | - | - | 25,737,290 | 20,111,916 | 26,815,888 | | | | 39,980,853 | 45,820,847 |
| 471500 Emergency Housing Vouchers | | | | | | | | | - | - | - | | | | | | | - | 0 |
| 471501 UAP - Utility Allowance Payment | | | 38,000 | 18,483 | 24,644 | | | | - | - | - | | | | | | | 14,009 | 24,644 |
| 471506 Landlord Incentive Program | | | 30,000 | 39,492 | 52,656 | | | | - | - | - | | | | | | | 39,492 | 52,656 |
| 471507 HAP & UAP Port-out Expense | | | | | | | | | - | - | - | | | | | | | - | 0 |
| 471508 HAP - Vash | | | 2,345,000 | 1,536,124 | 2,048,165 | | | | - | - | - | | | | | | | 1,536,124 | 2,048,165 |
| 471509 HAP - Mainstream 75 | | | 548,000 | 474,506 | 632,675 | | | | - | - | - | | | | | | | 474,506 | 632,675 |
| 471510 UAP - RHA - VASH | | | 2,900 | 3,140 | 4,187 | | | | - | - | - | | | | | | | 3,140 | 4,187 |
| 471511 HAP & UAP Port In Expense | | | 167,800 | 122,906 | 163,875 | | | | - | - | - | | | | | | | 122,906 | 163,875 |
| 471500 CHAP 2.0 Expenses | | | | | | | | | - | - | - | | | | | | | | |
| Total HAP Expense | - | - | 25,224,916 | 16,448,370 | 25,224,916 | - | - | - | - | - | - | 25,737,290 | 20,111,916 | 26,815,888 | - | - | - | 42,171,030 | 48,747,048 |
| 8-Other Expenses | | | | | | | | | | | | | | | | | | | |
| 475000 Admin Fee Expense | | | 13,425 | 10,053 | 13,404 | | | | - | - | - | | | | | | | 10,053 | 13,404 |
| 481000 Management Fee Expense | 600,000 | 705,950 | 348,300 | 275,856 | 367,808 | 100,000 | 78,925 | 105,233 | 205,852 | 165,838 | 221,117 | | | | | | | 1,181,708 | 1,400,109 |
| 481001 Asset Mgt Fee | 59,640 | 59,900 | | | | | | | - | - | | | | | | | | 59,640 | 59,900 |
| 481002 Bookkeeping Fee | 67,800 | 7,575 | 218,225 | 173,405 | 231,207 | 9,000 | 7,560 | 10,080 | 8,480 | 4,995 | 6,660 | 285,660 | 214,245 | 285,660 | | | | 544,345 | 541,182 |
| 488888 Additional Staff Requests | | | | | | | | | - | - | | | | | | | | 28,316 | 0 |
| 490000 Other/Misc Expense | | | | | | | | | 1,000 | 1,000 | 1,333 | | | | | | | 1,000 | 1,333 |
| 491000 WAHC Homeless Prevention Rent | | | | | | | | | - | - | | 20,000 | 57,545 | 60,000 | | | | 20,000 | 60,000 |
| 491001 WAHC Homeless Prevention Utilities | | | | | | | | | | | | | 5,792 | 2,500 | | | | - | 2,500 |
| 491002 WAHC Homeless Prevention Moving Expen | | | | | | | | | - | - | | | | | | | | - | 0 |
| 491003 WAHC Homeless Prevention Other | | | | | | | | | - | - | | 0 | 3,885 | 2,000 | | | | - | 2,000 |
| 499999 Staff Request | | | | | | | | | - | - | | | | | | | | - | 0 |
| 561000 Interest Expense | | | | | | | | | 2,500 | 5,241 | 6,988 | | | | | | | 2,500 | 6,988 |
| 562000 Debt Forgiveness | | | | | | 28,000 | 26,000 | 24,000 | 27,000 | - | | | | | | | | 55,000 | 24,000 |
| 563000 MTW Activity | | | 0 | 0 | 0 | | | | - | - | | | | | | | | - | 0 |
| Total Other Expense | 727,440 | 773,425 | 579,950 | 459,314 | 579,950 | 137,000 | 112,485 | 139,313 | 244,832 | 177,074 | 236,099 | 305,660 | 281,467 | 350,160 | - | - | - | 1,902,562 | 2,111,416 |
| Total Expenses | 5,685,699 | 6,689,499 | 28,619,119 | 19,167,794 | 28,618,988 | 687,750 | 623,983 | 828,922 | 1,721,094 | 1,268,564 | 1,693,080 | 26,444,848 | 20,701,663 | 27,608,575 | 3,877,704 | 2,376,755 | 2,998,650 | 57,590,064 | 66,000,875 |
| | | | | | | | | | | | | | | | | | | | |
| Net Income (Deficit) | (1,016,860) | (1,197,374) | (283,080) | (2,134,895) | (353,792) | 506,455 | 293,072 | 393,818 | 2,376,384 | 1,471,549 | 1,960,404 | 325,457 | 183,661 | 238,524 | (1,495,314) | (735,831) | (810,751) | 356,809 | 6,686,501 |

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 8****April 25, 2023**

SUBJECT: Discussion on possible amendments to the By-laws of the City of Reno Housing Authority. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

The By-Laws of the Housing Authority were last amended in February 2020. The Board requested a review and discussion on the By-Laws to see what changes, if any, are needed. Staff, in collaboration with counsel, reviewed the Fourth Amended By-Laws and updated various sections to better align with current Authority and Board practices. A redline version, as well as a clean version, of the proposed changes is attached for reference. Based on today's discussion, staff will work with counsel to incorporate requested changes and prepare a final version of the revised By-Laws for adoption at a future meeting.

AMENDED AND RESTATED

BY-LAWS OF THE
HOUSING AUTHORITY OF THE CITY OF RENO

ARTICLE I - THE AUTHORITY

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

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

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

ARTICLE II - OFFICERS

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

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

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

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

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

requested), an account of his/ her transactions and also of the financial condition of the Authority.

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

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

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

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

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

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

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

Section 10. Vacancies. Should the offices of Chairman or Vice Chairman become vacant, the remaining Commissioners shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

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

ARTICLE III - MEETINGS

Section 1. Annual Meeting. The Authority shall hold an annual meeting by November of each year,

which may encompass an annual retreat of the Board, and be held in place of the regular meeting of the month in which it occurs, at a time and place identified by the Authority in its public notice. The annual meeting shall not be held on a legal holiday or weekend.

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

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

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

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

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

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

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

1. Call to order and roll call
2. Receive introduction of guests and public comment
3. Approval of agenda
4. Consider recognition of posting notice and approval of minutes of previous meeting(s)
5. Consent Agenda
6. Receive Commissioner reports

7. Receive Executive Director/Secretary's report including financial statements
8. Consider resolutions before the Board
9. Other business

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

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

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

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

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

ARTICLE IV - AMENDMENT TO BY-LAWS

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

ARTICLE V - RULES
OF ORDER

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

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

ADOPTED THIS ____ DAY OF _____, 2023.

ATTEST:

CHAIRMAN

SECRETARY

~~FOURTH AMENDED AND RESTATED~~

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

ARTICLE I - THE AUTHORITY

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

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

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

ARTICLE II - OFFICERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III - MEETINGS

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

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

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

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

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

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

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

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

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

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

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~~40.~~ [Items may be taken out of order as determined by the Chairman.](#)

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

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

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

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

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

ARTICLE IV - AMENDMENT TO BY-LAWS

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

ARTICLE V - RULES OF ORDER

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

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

ADOPTED THIS 19th DAY OF October, 19942023.

~~RATIFIED THIS 25th DAY OF February, 2020, 2023~~

ATTEST:

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

Commented [RR2]: This is stated above.

CHAIRMAN

SECRETARY

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RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 9****April 25, 2023**

SUBJECT: Possible adoption of Resolution 23-04-02, which will allow Agency to submit a Housing and Urban Development (“HUD”) Rental Assistance Demonstration (“RAD”) application, a City of Reno Private Activity Volume Cap request, a Nevada housing Division Multi-Family Bond Application, a Washoe County HOME Consortium Affordable Housing Municipal Loan Program application, and a Federal Home Loan Bank Affordable Housing Program application, as needed, for Silverada Manor. (For Possible Action)

FROM: Executive Director**RECOMMENDATION:** For Possible Action**Background:**

Recognizing that the public housing program does not provide adequate funding levels to Public Housing Authorities to properly maintain public housing properties and ensure long-term viability, HUD has created tools that allow PHAs to “reposition” existing public housing properties from the public housing program to the Section 8 Program. Repositioning gives PHAs more flexibility to finance and perform needed capital improvements and to ensure the long-term affordability of the complex under the more stable Section 8 Program.

One of HUD’s repositioning tools is the Rental Assistance Demonstration (RAD) program. Through the RAD Program:

- PHAs can leverage public and private debt and equity to reinvest in the public housing properties.
- Public housing units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD’s long-term interest. This ensures that the units remain permanently affordable to low-income households.
- Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, maintain the same basic rights as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property.
- The ongoing public stewardship of the converted property is maintained through clear rules requiring ongoing ownership or control by a public or non-profit entity.
- Convert to a RAD rent that is revenue neutral to the federal government.

RHA has decided to pursue the repositioning of Silverada Manor through the RAD program and must submit a RAD application to HUD to move forward with the process. HUD requires a board resolution authorizing RHA to submit a RAD application to HUD as part of this process. Staff have completed all other steps required as part of the application process. This included holding two resident meetings and consulting with RHA’s Resident

Advisory Board, issuing a Resident Information Notice (RIN) that identifies the proposed undertaking, and gathering current property information.

Upon approval of the RAD application, HUD will issue RHA a Conditional Housing Assistance Payments (CHAP) notice. The notice will confirm the current RAD rents for the property and begin the RAD conversion process.

Additionally, to finance the significant rehabilitation planned at Silverada Manor, RHA will need to submit various applications for the multiple funding sources needed. These include tax-exempt bonds and 4% Low-Income Housing Tax Credits, as well as potential Washoe County HOME Consortium HOME funds, Federal Home Loan Bank's Affordable Housing Program, and other identified sources.

Resolution 23-04-02 authorizes RHA to submit the RAD application to HUD as well as submit applications, either directly or in partnership with the selected Development Partner, for the various funding sources that need to be secured for the project. This application aligns with the Board's goal of beginning Asset Repositioning.

Staff Recommendation: Staff recommends that the Board of Commissioners approve Resolution 23-04-02.

HOUSING AUTHORITY OF THE CITY OF RENO
RESOLUTION **23-04-02**

A RESOLUTION AUTHORIZING THE HOUSING AUTHORITY OF THE CITY OF RENO ("THE AUTHORITY") TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PREPARE AND SUBMIT A RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM APPLICATION TO HUD FOR SILVERADA MANOR AND AUTHORIZING THE AUTHORITY'S EXECUTIVE DIRECTOR AND DEPUTY EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS RELATED TO THE SUBMISSIONS

WHEREAS, the Authority was organized for the purpose, among others, of developing and operating low-income housing; and

WHEREAS, the Authority is authorized to prepare, carry out, and operate projects, and provide for the acquisition, construction, reconstruction, rehabilitation, improvement, extension, alteration or repair of any project within its area of operation; and

WHEREAS, the Authority wishes to reposition a Low Income Public Housing project known as Silverada Manor, consisting of one hundred and fifty (150) units located in Reno, Nevada, which it operates as housing for low-income seniors and individuals with disabilities located at 1400 Silverada Blvd, Reno, Nevada (the "Project"); and

WHEREAS, the Authority wishes to apply to the U.S. Department of Housing and Urban Development ("HUD") under the Rental Assistance Demonstration ("RAD") program in order to convert the Project from Low Income Public Housing to subsidized housing under the Project-Based Section 8 Program in order to finance the redevelopment of the Project and its long-term operation as affordable housing; and

WHEREAS, as a critical element of the RAD financing, and in order to qualify for non-competitive 4% Low-Income Housing Tax Credits, the Authority wishes to request private activity bond volume cap from the City of Reno and to apply to the Nevada Housing Division for tax-exempt bond financing; and

WHEREAS, as a critical element of the RAD financing, the Authority wishes to apply to the Washoe County HOME Consortium's Affordable Housing Municipal Loan Program for HOME Investment Partnership Program (HOME) funds; and

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to take all actions to facilitate the application to HUD under the RAD program; the request of private activity volume cap from the City of Reno; the application to the Nevada Housing Division for tax-exempt bond financing; and subsequent application for low income housing tax credits to the Nevada Housing Division; the application to the Washoe County HOME Consortium's Affordable Housing

Municipal Loan Program for HOME funds; and to apply for any other financing, including Federal Home Loan Bank AHP Funds related to the project;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Reno that the Authority is hereby authorized to enter into, execute and deliver the following documents;

1. HUD RAD Application for the Project; and
2. City of Reno Private Activity Bond Volume Cap request; and
3. Nevada Housing Division Multi-Family Bond Application and subsequent Low Income Housing Tax Credit Application; and
4. Washoe County HOME Consortium's Affordable Housing Municipal Loan Program Application; and
5. Applications for any other financing, including the Federal Home Loan Bank Affordable Housing Program (AHP) Application.

BE IT FURTHER RESOLVED, that Dr. Hilary Lopez, the Executive Director of Authority, or in her absence, Heidi McKendree, the Deputy Executive Director of the Authority, are hereby authorized, empowered and directed, on behalf of the Authority for its own account, to take such actions set forth and take such further actions, and to execute such additional documents or instruments, as the persons taking such actions, or executing such documents or instruments, may deem necessary or appropriate in connection with matters authorized in the foregoing resolutions, and the signature of such Executive Director or Deputy Executive Director or any documents of instrument or the performance of any such actions shall be conclusive evidence of such Executive Director and Deputy Executive Director's authority to take such actions or execute such documents or instrument on behalf of the Authority for its own account; and

RESOLVED FURTHER, that any and all acts heretofore taken by such Executive Director and Deputy Executive Director of the Authority in connection with the matters authorized by the foregoing resolutions are hereby ratified, confirmed, adopted and approved by the Board of Commissioners of the Authority.

ADOPTED THIS 25th DAY OF April, 2023.

ATTEST

CHAIRMAN

SECRETARY

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 10

April 25, 2023

SUBJECT: Closed session regarding the possible negotiation of the acquisition of 419 10th Street, Sparks, NV for future housing development. No action may be taken during the closed session.

FROM: Executive Director

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 11****April 25, 2023**

SUBJECT: Discussion and possible action to approve the Purchase and Sale Agreement (PSA) for the property located at 419 10th Street for a purchase price of \$775,000. The total fiscal impact will include the purchase price, proportionate closing costs, and up to \$6,864.43 in relation to the building permit extension fee attached to said property. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

The Board previously directed the Executive Director and counsel to negotiate a Purchase and Sale Agreement with the seller for the property located at 419 10th Street in Sparks. The property will be developed into 15-units of affordable housing. The current Purchase and Sale Agreement is attached for Board review. Staff believes it will be acceptable to the seller with the following changes:

- RHA paying for initial legal fees to draft the Purchase and Sale Agreement in exchange for an additional 30-day extension to closing via either an extended due diligence of 90 days (preferred) or closing period of 75 days. This increases the total fiscal impact by \$2,500.00; and
- Adjustment to the Architect Agreement from a five-year commitment to a two-year commitment. The seller has also requested that the Architect Agreement be directly with the architect of record. Based on the current critical path schedule, it is anticipated this will provide services through construction and placing-in-service.

Recommendation: To approve the Purchase and Sale Agreement for 419 10th Street subject to the seller's agreement of the above-listed changes and direct the Executive Director to sign the revised Purchase and Sale Agreement upon receipt of the Seller's signature.

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) dated as of the last date reflected on the signature page hereto (“Effective Date”), are entered into between **Michael J. McGonagle, Daniel Lazzareschi and Minh D. Nguyen** (collectively “Seller”), and **Housing Authority of the City of Reno**, a Nevada nonprofit cooperative corporation (“Buyer”).

This Agreement is entered into with reference to the recitals set forth below and constitutes (i) a contract of purchase and sale between the parties and (ii) escrow instructions to Pam Becker of First American Title (“Escrow Agent”) whose consent appears at the end of this Agreement.

RECITALS:

A. Seller is the owner of certain real property in Sparks, Washoe County, Nevada, commonly known as Assessor’s Parcel Number 032-142-22, more particularly described on Exhibit “A” attached hereto and incorporated by this reference as if fully set forth herein, (“Property”).

B. Buyer is a public housing authority under Chapter 315 of the Nevada Revised Statutes with a stated purpose of providing affordable housing in Washoe County, Nevada

C. Buyer desires to purchase, and Seller intends to sell, the Property for the purpose of planning, developing and constructing affordable housing on the Property pursuant to the provisions of this Agreement.

ARTICLE 1 - Agreement to Purchase

In consideration of the covenants and upon the terms and provisions set forth in this Agreement, Seller will sell, and Buyer will purchase the Property. The “Property” as defined herein shall include the Property and: (i) any and all water rights appurtenant to the Property; (ii) any and all will-serves or other commitments to provide water service to the Property; (iii) all easements, hereditaments and belonging to or inuring to the benefit of Seller or pertaining the Property; (iv) all assignable warranties and guaranties issued in connection with the Property and/or Improvements, if any; (vi) all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality solely in respect of the Property, if any; and (vii) unlimited use of approved architectural drawing and construction documents (including, but not limited to, all approved related civil and utility drawings).

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ARTICLE 2 - Purchase Price

2.1 Amount of Purchase Price. The purchase price for the Property shall be **Seven Hundred Seventy-Five Thousand and No/100ths Dollars (\$775,000.00)** (the "Purchase Price") payable as below provided.

2.2 Method of Payment. The Purchase Price shall be paid as follows:

2.2.1 Initial Deposit. Within five (5) business days of the Escrow Opening Date (as defined below), Buyer shall deposit **Fifteen Thousand and No/100 Dollars (\$15,000.00)** (the "Deposit") in Escrow.

2.2.2 Offset and Reimbursement. Seller shall credit Buyer Buyer's attorney's fees incurred in connection with drafting this Agreement in an amount not of \$2,500. Buyer shall reimburse Seller for the building permit extension fee attendant to the Property in an amount of \$9,364.43.

2.2.3 Balance of Purchase Price. On or before the Closing Date, Buyer shall deposit the balance of the Purchase Price, plus the amount of \$6,864.43 as provided in paragraph 2.2.2 above, in Escrow together with Buyer's share of Closing Costs as defined herein.

ARTICLE 3 - Escrow

3.1 Opening. Upon Buyer's delivery of the Deposit as provided in Section 2.2.1, Buyer and Seller shall deliver to Escrow Agent a copy of a fully executed copy of this Agreement. The date by which the Deposit and a fully executed copy of this Agreement is delivered to Escrow Agent shall be the "Escrow Opening Date". Escrow Agent shall immediately thereafter notify the parties of the Escrow Opening Date. This Agreement shall serve as escrow instructions to Escrow Agent, and Escrow Agent is hereby authorized and instructed to act in accordance with the terms of this Agreement. The parties shall execute any additional instructions to Escrow Agent necessary to carry out the terms and conditions of this Agreement, provided such escrow instructions shall be subject to approval by the parties hereto. The terms of the escrow instructions shall not supersede the terms of this Agreement; and in the event of conflict, the terms of this Agreement shall be controlling, unless a contrary intent is clearly indicated by the parties.

3.2 Closing. Escrow shall close, as provided for in in Article 6 below, within seventy five (75) days of the date of Buyer's NOS as provided for below ("Closing"). The date on which Closing actually occurs shall be referred to herein as the "Closing Date".

ARTICLE 4 - Conditions Precedent to Buyer's Obligation to Perform

Buyer's duty to perform its obligations under this Agreement is expressly made contingent upon Buyer's review and approval of the Title Report (below defined).

4.1 Title. Within five (5) days of the Escrow Opening Date, Seller shall cause a title report (the "Title Report") for the Property to be delivered to Buyer, together with legible copies of all title exception documents disclosed therein. Buyer shall have twenty (20) days from and after receipt of the Title Report (including legible copies of all title exception documents disclosed therein) (the "Title Review Period") to notify Seller and Escrow Agent, in writing, of Buyer's objection to one or more of the title exceptions and/or conditions shown in the Title Report (collectively, if any, the "Disapproved Title Matters"). Buyer's failure to notify Seller and Escrow Agent, in writing, of any Disapproved Title Matters within the Title Review Period shall constitute Buyer's approval of the Title Report, whereupon this contingency shall be deemed fully met and satisfied; subject, however, to Buyer's right to approve matters which are disclosed subsequent to the receipt by Buyer of the Title Report, such right of approval being reserved only as to such new matters. In the event Buyer notifies Seller of any disapproved Title Matters, Seller may, but shall have no obligation to, remove or cure such Disapproved Title Matter prior to Closing; provided, however, that Seller shall remove on or before Closing all monetary liens encumbering the Property, excluding real property taxes and assessments not then due or payable, without the necessity of Buyer notifying Seller of same as Disapproved Title Matters. In the event Seller fails to satisfy a Disapproved Title Matter prior to or at Closing, then Buyer shall elect either (i) not to close the transaction contemplated hereby, in which event the Deposit shall be returned to Buyer and this Agreement shall be of no further force or effect or (ii) proceed to Closing without the removal or cure of such Disapproved Title Matter, with no reduction in the Purchase Price as a result thereof. Notwithstanding anything contained herein to the contrary, non-delinquent real estate taxes are hereby deemed approved, and all other monetary liens encumbering the Property are hereby deemed disapproved and shall be satisfied out of Seller's proceeds at the Closing.

At the Closing, Seller shall be responsible for delivering to Buyer a current commitment for an owner's policy of title insurance as approved by Buyer, which commitment shall contain the express commitment of a standard form American Land Title Association ("ALTA") owner's title insurance policy subject only to those exceptions as approved by Buyer. Seller will pay for the cost of the standard ALTA policy. Buyer will be responsible for any additional costs associated with an extended ALTA policy or any other extended title insurance requested by Buyer.

4.2 Buyer's Inspection. For a period of sixty (60) days from the Effective Date ("Due Diligence Period"), Buyer may review the Due Diligence Items (below) and any other matters, in Buyer's sole discretion and inspect the physical condition of the Property, as Buyer shall deem necessary (including, but not limited to, a Phase I Environmental Site Assessment). During the Due Diligence Period, Buyer shall determine whether it is feasible to purchase the Property based on Buyer's review of the Due Diligence Items and its physical inspection of the Property. Buyer in its sole and absolute discretion may terminate this Agreement in writing on or before the expiration of the Due Diligence Period, and the Escrow Officer shall return the Deposit to Buyer, and Buyer and Seller shall have no further obligations to each other except as set forth herein. If Buyer chooses to proceed with Closing, on or before the expiration of the Due Diligence Period, Buyer will provide Seller and Escrow Agent with the Notice of Suitability ("NOS"). Buyer's failure to issue the NOS pursuant to this section shall be deemed to constitute Buyer's election to terminate this Agreement.

4.3 Due Diligence Items. Within five (5) business days after the Effective Date, if available, Seller, at Seller's sole expense, shall provide Buyer with the following:

4.3.1 Copies of all site plans, topographic maps, property maps, FEMA maps, records of survey, parcel maps, diagrams or other documents related to the Property and any Improvements thereon.

4.3.2 If available, as-built surveys or plans of the Property and any Improvements thereon, engineer's reports, soil reports, traffic reports, environmental reports, and other professional reports related to the Property.

4.3.3 Copies of all architectural drawings or construction documents related to any portion of the Property.

4.4.4 Copies of all contracts, licenses, or agreements affecting any portion of the Property that will survive the Closing.

4.4.5 Copies of all notices received from any governmental entity, authority or agency alleging any violations of any zoning, building, fire, health, safety, or environmental code applicable to the Property.

4.4.6 Copies of Seller's current property and liability insurance certificates related to the Property.

4.4.7 Copies of all property tax statements, existing assessments, bonds, impositions, and information of any contemplated future assessments to be levied against the Property.

4.4.8 City of Sparks permit approval letter without any exceptions.

4.4 Access. During the Due Diligence Period, Buyer shall have access to the Property for purposes of inspections and testing. Buyer and its authorized agents and representatives may enter upon the Property for the purpose of conducting Buyer's due diligence with respect to its purchase of the Property. Buyer agrees to promptly deliver to Seller copies of all reports, studies, and results of tests and investigations obtained or previously conducted by Buyer. Buyer shall promptly repair and restore the Property to its condition prior to such tests and inspections and said obligation shall survive the termination of this Agreement.

4.5 Indemnification. Buyer shall keep the Property free from all liens and indemnify, defend, and hold Seller harmless as Seller's managers, employees, officers, members, agents, and attorneys, and their successors and assigns, from and against any and all claims, actions, losses, liabilities, damages, costs, and attorney's fees incurred, suffered by or claimed against Seller and caused by Buyer's entry onto the Property and/or performance of any inspections, tests or due diligence related thereto. This indemnity shall survive the Closing of this Agreement.

ARTICLE 5 - Deliveries at Closing

5.1 Buyer's Deliveries. Buyer shall deliver to Escrow Agent, on or before Closing, the following:

5.1.1 Purchase Price. The balance of the Purchase Price as set forth in Section 2.2 and Buyer's share of any Closing Costs.

5.1.2 Additional Documentation. Such additional documents and instruments as may be reasonably required by Escrow Agent to consummate the Closing.

5.2 Seller's Deliveries. Seller shall deliver to Escrow Agent, on or before Closing, the following:

5.2.1 The Seller's Deed. A notarized grant, bargain and sale deed in a form acceptable to Buyer (the "Seller's Deed") conveying the Property to Buyer executed by Seller.

5.2.2 Seller's IRS Section 1445 Affidavit. An Affidavit on Escrow Agent's standard form executed in satisfaction of the requirements of Section 1445 of the United States Internal Revenue Code.

5.2.3 Seller's Charges. If the funds deposited with Escrow Agent by Buyer are insufficient to (i) discharge all record encumbrances other than those acceptable to Buyer (the "Permitted Title Exceptions") and (ii) pay the charges to Seller under Article 7 of this Agreement entitled "Prorations, Credits and Costs", Seller shall deliver to Escrow Agent sufficient funds and instruments to discharge and pay such encumbrances and charges.

5.2.4 Additional Documentation. Such additional documents and instruments as may be reasonably required by Escrow Agent to consummate the Closing.

ARTICLE 6 - The Closing

6.1 Conditions to Closing. Escrow Agent shall close Escrow on or before the Closing Date. Escrow Agent shall affect the Closing by (i) filing for record the Seller's Deed (and such other documents as may be necessary to procure the title policy); and (ii) delivering funds and documents to the parties as appropriate WHEN AND ONLY WHEN each of the following conditions has been satisfied:

6.1.1 Deliveries. All funds and documents described in Article 5 have been delivered to Escrow Agent.

6.1.2 Conditions Precedent. Buyer has not elected to terminate this Agreement pursuant to Article 4.

6.1.3 Closing Statement. Escrow Agent shall have delivered to the parties and the parties shall have approved the proposed Closing statement.

6.1.4 Title Policies. Escrow Agent is irrevocably committed to cause the issuance of a standard form ALTA owner's policy of title insurance with coverage in the amount of the Purchase Price, insuring that fee simple title to the Property vests in Buyer subject only to (i) standard printed form exclusions from coverage of such policy of title insurance, (ii) general and special real estate taxes which are, as of Closing, not delinquent, and (iii) the Permitted Title Exceptions.

ARTICLE 7 - Prorations, Credits and Costs

7.1 Prorations. Escrow Agent shall prorate (that is, apportion) between the parties, in cash, to the Closing Date on the basis of a 30-day month, general and special real estate and personal property taxes, based on the regular tax bill for the fiscal year in which the Escrow closes (or, if such tax bill has not been issued as of the Closing Date, the regular tax bill for the fiscal year preceding that in which the Escrow closes), utility charges (if applicable) and all other operating costs, assessments or expenses applicable to the Property.

7.2 Closing Costs. Each party shall pay the cost of preparing the instruments to be furnished by such party and any attorneys' fees incurred by such party. The cost of the real property transfer tax and the standard ALTA title insurance policy premium shall be paid by the Seller. The escrow fee, the recording fee for the deed, and all other closing costs and fees ("Closing Costs"), shall be split evenly between Buyer and Seller.

ARTICLE 8 - Warranties and Representations of Seller.

Seller hereby represents and warrants to Buyer all of the following, each of which is true in all respects as of the date of this Agreement and shall be so at Closing.

8.1 Actions, Suits or Proceedings. Other than those expressly set forth herein, there are no actions, suits, or proceedings which are pending or threatened before any court or governmental department, commission, board, bureau, agency or instrumentality that would materially and adversely affect the Property or the right to occupy or utilize it.

8.2 Power and Authority. Seller has the full right and authority to enter into this Agreement and consummate the transactions contemplated herein; each of the persons signing this Agreement on behalf of Seller is authorized to so sign; and the execution, consent or acknowledgment of no other person or entity is necessary in order to validate the execution of this Agreement by Seller.

8.3 Other Agreements. Entry into this Agreement, and the performance by Seller of its obligations hereunder, does not contravene or constitute a breach of any agreement, contract, obligation or indenture to which Seller is a party.

8.4 Liens and Encumbrances. Except as may be disclosed in the Title Report, to the best of Seller's knowledge, there are no unrecorded leases, easements or encumbrances which

affect title to the Property; and Seller has not granted any other rights to others to use, occupy or acquire, or to limit the use or occupation of the Property.

8.5 No Notice of Pending Condemnation. There is no pending or threatened condemnation of all or any part of the Property.

8.6 Compliance. There exists no aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive from any applicable governmental agency, or any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property.

8.7 Maintenance During Escrow and Condition at Closing. Seller shall maintain the Property until Closing in its present condition, acts of God excepted.

8.8 Changes in Agreements. Prior to Closing, Seller will not violate or modify, either orally or in writing, any agreement affecting the Property, or create any new agreements affecting the Property, without Buyer's written approval.

8.9 Possessory Rights. No person, except Seller, has any right to possession of the Property.

8.10 Mechanics' Liens. There are no unsatisfied mechanic's or materialman's lien rights concerning the Property, and there has been no work undertaken on the Property during the last one hundred eighty (180) days for a which a mechanics' lien may be filed.

8.11 No Seller Bankruptcy Proceedings. Seller is not the subject of a bankruptcy proceeding.

8.12 Hazardous Substances/Storage Tanks. Neither the Property nor any real estate in the vicinity of the Property is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Neither Seller, nor any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or real estate in the vicinity of the Property or transported any Hazardous Material over the Property. Neither Seller, nor any third party, has installed, used or removed any storage tank on, from or in connection with the Property except in full compliance with all Environmental Laws, and there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property and no storage tank has been installed on, used on or removed from or used in connection with the Property in violation of any Environmental Laws. The Property does not consist of any building materials that contain Hazardous Material. For the purposes hereof, "Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability

Act, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and “source,” “special nuclear” and “by product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

8.13 Breach. Seller is not in default under or in breach of any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Seller in respect to the Property or may affect the Property or any portion thereof.

8.14 Title. Seller has good and marketable title to the Property.

8.15 Additional Obligations. Seller agrees that at the sole and absolute discretion of Buyer, Buyer shall the right from the Effective Date to engage the architectural and other services of Michael J. McGonagle (“McGonagle”). By executing this Agreement, McGonagle agrees to provide services to Buyer in accordance with and pursuant to the terms set forth on Exhibit “B” attached hereto and incorporated by this reference as if fully set forth herein.

ARTICLE 9 - Warranties and Representations of Buyer.

Buyer warrants and represents to Seller as follows:

9.1 Power and Authority. Buyer has the full right and authority to enter into this Agreement and consummate the transactions contemplated herein; each of the persons signing this Agreement on behalf of Buyer is authorized to so sign; and the execution, consent or acknowledgement of no other person or entity is necessary in order to validate the execution of this Agreement by Buyer.

9.2 Other Agreements. Entry into this Agreement, and the performance by Buyer of its obligations hereunder, does not contravene or constitute a breach of any agreement, contract, obligation or indenture to which Buyer is a party.

ARTICLE 10 - Brokerage Commissions

Each party represents and warrants to the other that it has not dealt with any broker or agent in connection with this transaction. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense, including reasonable attorneys’ fees, arising out of a breach of its representation or undertaking set forth in this Article 10. The provisions of this Article 10 shall survive the Closing or the termination of this Agreement.

ARTICLE 11 - Default by Seller or Buyer

11.1 Seller's Remedies. If Buyer fails to complete the purchase of the Property or satisfy any other obligation of Buyer pursuant to this Agreement within the time period provided or allowed, and such failure constitutes a breach of this Agreement, then the parties agree that

Seller may terminate this Agreement; and the Deposit and all interest thereon shall constitute liquidated damages to Seller for such breach by Buyer, and shall be the sole and exclusive remedy of Seller for such breach by Buyer. Buyer and Seller agree that the actual damages Seller will incur because of such breach are difficult to ascertain at this time and that the deposits are a reasonable estimated amount for liquidated damages for a breach in light of the circumstances existing at the time this Agreement is entered into.

11.2 Buyer's Remedies. If Seller fails to complete the sale of the Property, such failure constitutes a breach of this Agreement, and the Deposit and all interest thereon shall be immediately returned to Buyer without any consent or instruction from Seller, and Buyer shall be entitled to all remedies available in equity and/or at law, including, without limitation, pursuing specific performance.

ARTICLE 12 – Damage, Destruction or Condemnation

If, prior to Closing, any portion or all of the Property is damaged, destroyed or taken under power of eminent domain or there is a threat thereof, Buyer may elect to terminate this Agreement by giving written notice of its election to Seller within fifteen (15) days after receiving notice of such destruction or taking. If Buyer does not give such written notice within such fifteen (15) day period and elects to consummate the transactions contemplated hereby, Seller will assign to Buyer any and all proceeds of any insurance policy(ies) payable to Seller, or Seller's portion of any condemnation award. If Buyer elects to terminate this Agreement pursuant to this Section 12, the Deposit and all interest thereon shall automatically be refunded and returned to Buyer without any further consent or authorization from Seller.

ARTICLE 13 - Notices

13.1 Time of Delivery, Addresses. Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given hereunder shall be in writing and will be deemed to have been duly delivered upon personal delivery, as of the next day after deposit with a commonly accepted courier for over-night delivery, the date of fax transmission, if electronically confirmed to have been sent and received by 5:00 p.m. on such day, or as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, and addressed as follows:

Seller: Michael J. McGonagle
Daniel Lazzareschi
Minh D. Nguyen
Email: dlazzareschi@gmail.com

Buyer: Housing Authority of the City of Reno
1525 East Ninth Street
Reno, Nevada 89512-3012
Email: hlopez@renoha.org

with a copy to: Ryan D. Russell, Esq.
Allison MacKenzie, Ltd.

402 N. Division St.
Carson City, NV 89703
Email: russell@allisonmackenzie.com

If to Escrow

Agent, to: First American Title
Attn:
5310 Kietzke Lane
Reno, Nevada 89511
Email:

or such other address as any party may designate to the others for such purpose in the manner set forth above.

ARTICLE 14 - General Provisions

14.1 Survival of Provisions. The representations, warranties, agreements and indemnities set forth in this Agreement shall remain operative, shall be deemed made at Closing, and shall survive the Closing.

14.2 Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement.

14.3 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

14.4 Modification. No modification, waiver or discharge of this Agreement shall be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver or discharge is or may be sought.

14.5 Successors; Assignment. All terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective administrators or executors, successors and assigns. Neither party may assign this Agreement without the written consent of the other party, except that Buyer shall, without the consent of Seller, be entitled to assign this Agreement and its rights and obligations hereunder to another entity with common ownership or control at or prior to Closing.

14.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute but one instrument.

14.7 Time. Time is of the essence of this Agreement and in the performance and enforcement of each of the promises, covenants, representations and warranties of the parties contained herein.

14.8 Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

14.9 Authority. Each person signing this Agreement represents and warrants that he or she has the proper authority to bind the party on whose behalf he or she signs.

14.10 Governing Law; Venue; Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Nevada. Any action brought to enforce the terms hereof shall be brought in a court of competent jurisdiction in Washoe County, Nevada. The prevailing party in any such action shall be entitled to reimbursement from the non-prevailing party for any and all costs incurred in defending or prosecuting such action, including, without limitation, reasonable attorneys' fees.

14.11 Business Day. "Business Day" means any day other than a Saturday or Sunday, or any other day on which banking institutions in the State of Nevada are authorized or obligated by law or executive order to close. If the time period for the performance of any act called for under this Agreement expires on a day other than a Business Day, then the act in question may be performed on the next succeeding Business Day.

14.12 Joint and Several Obligations. If Buyer or Seller is comprised of more than one person or entity, then all persons or entities that comprise Buyer and Seller, as applicable, shall be jointly and severally liable for all the covenants, agreements, and obligations of Buyer or Seller, as the case may be, contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

Date: _____, 2023

Michael J. McGonagle

Date: _____, 2023

Daniel Lazzareschi

Date: _____, 2023

Minh D. Nguyen

BUYER:

Date: _____, 2023

Housing Authority of the City of Reno,
a Nevada nonprofit cooperative corporation

By: _____
Its: _____

CONSENT OF ESCROW AGENT

First American Title agrees to (i) accept the foregoing Agreement, (ii) be Escrow Agent under the Agreement and (iii) be bound by the Agreement in the performance of its duties as Escrow Agent; however, the undersigned shall have no obligations, liability or responsibility (i) under this consent or otherwise, unless and until the Agreement, fully signed by the parties, has been delivered to the undersigned, or (ii) under any amendment to the Agreement unless and until the amendment is accepted by the undersigned in writing.

FIRST AMERICAN TITLE

Dated: _____, 2023

By: _____

Its: _____

EXHIBIT “A”

EXHIBIT “B”

4891-3879-7149, v. 1

ARCHITECTURAL SERVICES AGREEMENT (“Agreement”)

BETWEEN

**THE HOUSING AUTHORITY OF THE CITY OF RENO
“RHA”**

AND

**MICHAEL J. MCGONAGLE
“CONTRACTOR”**

WHEREAS, the Housing Authority of the City of Reno, (hereafter “RHA”) entered that certain Purchase Agreement and Escrow Instructions dated ____ (“Purchase Agreement”), to which this Agreement is attached as Exhibit B, with Contractor, Daniel Lazzareschi, and Minh D. Nguyen (collectively “Seller”);

WHEREAS, material consideration for the Purchase Agreement includes Contractor’s provision of architectural services to RHA in furtherance of RHA’s unlimited use of City of Sparks approved architectural drawing and construction documents related to the Property described for RHA’s purchase in the Purchase Agreement, which were prepared by Contractor; and

WHEREAS, Contractor represents that it is duly qualified, licensed, equipped, staffed, ready, willing and able to perform and render the architectural services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. Time is of essence for performance of the professional services described herein. The term of this Agreement shall run from the last date of signature by the parties for up to five years or until terminated in accordance with the terms of this Contract.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS § 333.700 (formerly 284.713), as necessarily adapted, to the parties, including that Contractor is not an RHA employee. As such, the RHA shall not take the following actions on behalf of or for the benefit of Contractor:

- (1) Withhold income taxes;
- (2) Provide industrial insurance coverage;
- (3) Allow Contractor to participate in group insurance plans which may be available to employees of the RHA;
- (4) Allow Contractor to participate in the Public Employees’ Retirement system;
- (5) Provide vacation leave or sick leave;
- (6) Provide unemployment compensation coverage.

3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with Paragraph B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the RHA to make any payment under this contract, to provide the RHA with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS §616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Contractor has entered into a contract with the RHA to provide professional services, and requests that the authorized insurer provide to the RHA 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

The RHA
Attn: RHA Development Department

B. Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that RHA may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that RHA may order the Contractor to stop work, suspend the contract, or terminate the contract.

C. Contractor shall either cover all subcontractors, sub-consultants, agents, and similar parties under its insurance policies or require and be responsible for each subcontractor not so covered to obtain coverage which will protect against applicable hazards or risks of loss unless waived by the RHA in writing.

4. SERVICES TO BE PERFORMED. The parties agree that Contractor, and its professionals and staff, will provide professional architectural services and consultation to RHA as necessary, only as requested by the RHA, including without limitation construction services and site inspections, requests for information, and related services, on the Property. The scope of services, project schedule, and Contractor's compensation shall be described in individual Task Orders, signed by both Contractor and the RHA. A standard Task Order is attached hereto as Exhibit 1. Contractor shall keep the RHA Executive Director apprised of the status of any services it is performing, and if any deviation from the original approval of said services is necessary, Contractor shall request authorization for the deviation from the RHA Executive Director. Notwithstanding anything to the contrary in this Agreement, Contractor acknowledges and agrees that the RHA shall assign work and Task Orders to Contractors on a strictly non-exclusive basis solely in the discretion of the RHA as it deems necessary and/or appropriate, and the RHA makes

no warranty or guarantee to Contractor regarding the amount of work or services that Contractor may be requested to perform or the amount of compensation Contractor may receive during the term of this Agreement. Contractor further acknowledges and agrees that the RHA may obtain services from any other Contractor in its sole and absolute discretion.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the professional services set forth in paragraph 4 in exchange for compensation billed at a rate not exceed \$140 per hour. It is anticipated that RHA may require up to 250 hours of service, though the parties agree that estimate is not binding or limiting. Contractor shall further identify matters for which the costs for its services may be passed on to other parties. There will be no charge for travel time, mileage or travel expenses, where such travel is to and/or from any project of the RHA. Reasonable travel expenses, including mileage will be reimbursed. An explanation of the telephone expense and receipt for express mail, messenger service or travel expenses should accompany the invoice. Unless Contractor has received a written exemption from the RHA, Contractor shall submit monthly requests for payment for service performed under this contract. Requests for payment shall be submitted no later than 15 days after the end of a month and must include a detailed summary, including the documentation of hours worked. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period and cumulative total expenditures for the entire agreement. The requests for payments shall be verified by the RHA Executive Director or her designee. Requests for payment submitted pursuant to this contract shall be paid within thirty (30) days, unless the RHA has a good faith basis to withhold payment pending any dispute between the Parties. RHA will hold Contractor accountable for cost effective management of work on all RHA matters.

6. TERMINATION OF CONTRACT. This Agreement may be revoked and terminated with cause by either party provided that a revocation and termination shall not be effective until 30 business days after a party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by the RHA, unless the contract is terminated pursuant to paragraph 16. This Agreement may further be terminated by RHA at any time without cause.

7. BUDGET. All payments under this Agreement are contingent upon the availability to the RHA of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by the RHA for this contract. This Agreement shall terminate and the RHA's obligations under it shall be extinguished if the RHA fails to appropriate monies.

At the request of either the RHA Board or the RHA Executive Director, Contractor shall participate in the preparation of the RHA's Budget to the extent necessary to allow the RHA to budget for Contractor's services. Once the RHA has approved a budget for Contractor's services, Contractor shall operate within that budget as set forth in paragraph 4 above. Likewise, any deviation therefrom must be approved by the RHA Executive Director. Nothing in this Agreement shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the RHA under this Agreement that are not paid to Contractor shall automatically revert to the RHA's discretionary control upon the completion, termination, or cancellation of the

Agreement. The RHA shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT & DISPUTE RESOLUTION. This contract shall be construed and interpreted according to the laws of the State of Nevada. In the event that litigation between the parties arises out of this Contract, suit will be venued in Washoe County, Nevada. To the extent there is any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, Nevada rules of professional conduct, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Contract, Contractor agrees that Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, disability, or age. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Housing Authority setting forth the provisions of this nondiscrimination clause. Contractor will further, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or age.

11. ANTI-LOBBYING CLAUSE. During the performance of this Contract, the Contractor agrees that 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 a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of an 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. 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 such failure.

12. ASSIGNMENT. Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this Agreement.

13. RHA INSPECTION. During all phases of the work and services to be provided hereunder, the Contractor agrees to permit duly authorized agents and employees of RHA, to enter the Contractor's offices for the purpose of inspections, reviews, and audits during normal working hours and with Contractor or Consultant's authorized representative. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid hereunder and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by RHA or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

14. DISPOSITION OF CONTRACT MATERIALS. Any files, electronic files, books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the RHA and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the RHA upon completion of each project, termination or cancellation of this contract. Any files, books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the RHA, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the RHA, within 30 days of such a request. Contractor shall not use, allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the RHA.

15. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents submitted, filed, or deposited with the RHA by Contractor, unless designated as confidential and/or privileged by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 239, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the RHA or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

16. INDEMNIFICATION. Contractor shall save, hold harmless, and indemnify the RHA, its officers, and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees and expert fees, for injury or death of any person or damage to property to the extent caused by work performed under this Agreement resulting from any negligent acts, errors or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

17. MODIFICATION OF AGREEMENT. This Agreement may only be modified by a written amendment signed by the parties and approved by the RHA Executive Director.

18. CONFLICT OF INTEREST. By signing this Contract, Contractor agrees that any information in any form obtained from the RHA shall not be divulged to other competing interests without permission of the RHA Executive Director. In the event of a breach of this provision, the RHA may immediately withdraw, without penalty or payment, from this Contract. Contractor must notify the RHA of any other contracts or projects it is working on that may impact the interests of the RHA at the time of scope of work or when a conflict arises. Contractor further covenants that it presently has no interest, and shall not have any interest, which conflicts in any manner with the performance of the services required herein. In the event a conflict of interest arises or becomes known, Contractor shall immediately notify the RHA, and the RHA and Contractor shall mutually agree upon a course of action to address such a conflict.

19. CONFIDENTIALITY. Contractor acknowledges that, in performing services hereunder, it will have access to confidential information of the RHA, which confidential information is valuable property of the RHA. Contractor undertakes that for so long as it is providing services to the RHA, and thereafter until such information otherwise becomes publicly available other than through breach of this Section, it shall: (i) treat all confidential information as secret and confidential; (ii) not disclose confidential information to any third party except with the prior written consent of the RHA Executive Director or as may be required by any federal or state law or regulation; (iii) not use, or in any way appropriate confidential information for any purpose other than the performance of the business of the RHA and otherwise in accordance with the provisions of this Agreement; and (iv) limit the dissemination of and access to confidential information to such of the RHA's directors, managers, employees, agents or representatives as may reasonably require such information for the performance of RHA business and ensure that any and all such persons observe all the obligations of confidentiality contained in this Section.

20. AUTHORITY. The parties represent and warrant their authority to enter into this agreement.

21. STANDARD OF CARE. Contractor will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions. Contractor must comply with the Rules of Professional Conduct and the highest ethical standards.

22. ATTACHMENTS. The following attachments are included as part of this Agreement: Exhibit A, Standard Task Order Form and Exhibit B, Contractor's Fee Schedules.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

PK Electrical, Inc.

Michael J. McGonagle (Date)
Principal

Housing Authority of the City of Reno

Hilary Lopez, Ph.D. (Date)
Contracting Officer

8-7024-6980, v. 1

4868-4370-0054, v. 1

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 12****April 25, 2023**

SUBJECT: Discussion of Board's intent and direction to staff regarding Hori on Hills property, APN 082-225-10. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

Staff are seeking direction from the Board regarding the Horizon Hills property. The Reno Housing Authority owns a 7.86 acres site in Washoe County located at Seneca Drive and Chippewa Avenue. The site is currently zoned MDS (medium density suburban). According to the Washoe County Development Code (Chapter 110) MDS allows:

Medium Density Suburban Regulatory Zone. The Medium Density Suburban (MDS) Regulatory Zone is intended to create and preserve areas where the predominant dwelling type is single-family, detached units at three (3) units per acre. Small neighborhood commercial and civic uses may be permitted when they serve the needs of the residents and are compatible with the residential character of the area. The maximum number of dwelling units that may be located in this regulatory zone is three (3) units per one (1) acre. The minimum lot area in this regulatory zone is twelve thousand (12,000) square feet.

RHA has previously marketed the site through Kidder Mathews. However, the current contract, attached for reference, expired in September 2022. Staff have not yet renewed it pending Board direction. No current offers have been received for the site. A prior offer was received and discussed by the Board in March 2022, but final terms were not reached.

RHA has minimal due diligence materials on the site. It had engaged an architect in 2020 to prepare a conceptual site plan but it appears that limited work was completed. Given this, staff recommends initiating a new conceptual site plan if the Board chooses this direction. Should the Board direct staff to initiate a new conceptual site plan and/or pursue zoning changes for the property, staff requests that this be deemed a lower priority than development projects with time sensitive funding deadlines.

Staff is seeking direction as to whether the Board desires to extend the marketing agreement with Kidder Mathews and for what period, engage new representation, develop a conceptual site plan and potential development pro forma for future RHA development, or pursue other strategies.

REPRESENTATION AGREEMENT FOR SALE OF REAL PROPERTY

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This Owner-Agency Agreement ("Agreement"), dated for reference purposes only March 10, 2022, is made by and between Reno Housing Authority, whose address is 1525 E 9th St, Reno, NV 89512, telephone number (775) 329-3630 ("Owner"), and Kidder Mathews, Inc. dba Kidder Mathews, whose address is 50 West Liberty St, Suite 900, Reno, NV 89501, telephone number (775) 301-1300 ("Agent").

1.2 Property/Premises: The real property which is the subject of this Agreement, is commonly known by the street address of 0 Chippewa Ave., Reno NV, located in the City of Reno, County of Washoe, State of Nevada, and generally described as (describe briefly the nature of the property): Example: 7.86 acres of vacant land; APN: 082-225-10 ("Property"). (See also Paragraph 3.)

1.3 Term of Agreement: The term of this Agreement shall commence on March 14, 2022 and expire at 5:00p.m. on September 13, 2022 ("Term").

1.4 Transaction: The nature of the transaction concerning the Property for which Agent is employed ("Transaction") is (check the appropriate box(es)):

(a) ☒ A sale for the following sale price and terms: \$1,200,000.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Owner hereby employs Agent as Owner's sole and exclusive agent to represent Owner in the Transaction and to find buyers, as the case may be, for the Property. Agent shall use reasonably diligent efforts to find such buyers. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Owner. Owner shall promptly disclose and refer to Agent all written or oral inquiries or contracts received by Owner from any source regarding a possible Transaction.

2.2 Owner authorizes Agent to:

(a) Advertising property through various means including Kidder Mathews (KM) Connect website, Co-Star, Loopnet, CREXI, E-Mail Blast Marketing.

(b) Conduct formal property tours of the property, giving the owner and/or representatives 24-hour notice of the same.

(c) Distribute all information regarding the Property to other brokers, and to potential buyers. Owner shall identify as "confidential" any communication or information provided to Agent that Owner considers confidential and does not want disclosed. All other information provided by Owner may be disclosed as Agent may deem appropriate or necessary. Agent may publicize the terms of such Transaction.

2.3 Agent shall, at Agent's election, cooperate with other real estate brokers (collectively "Cooperating Broker"). A cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this Agreement against Owner or Agent.

2.4 If the Agent finds a prospective buyer for the Property, Owner hereby authorizes Agent also to represent and act as the Agent for such buyer and consents to such dual agency. If a Cooperating Broker finds such a buyer, then Agent shall act as agent for Buyer only, the Cooperating Broker shall act as agent for the buyer. A Cooperating Broker shall not be an agent or subagent of Owner or Agent.

3. PROPERTY.

3.1 The term "Property" shall include all of the following which are currently located on the Property and owned by Owner: permanent improvements to the land, buildings, entitlements and permits. The term "Property" shall additionally include, to the extent owned by Owner, oil and mineral rights, any other agreements which will continue in effect after Owner's transfer of title to the Property.

3.2 Within Ten (10) business days after the commencement of the Term hereof, and if available to Owner, and if the Transaction is a sale, title reports, boundary surveys, and existing notes and trust deeds which will continue to affect the Property after consummation of a sale.

3.3 Agent shall have no responsibility for maintenance, repair, replacement, operation or security of the Property, all of which shall be Owner's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to person or property of Owner, any lessees of the Property, any buyer or prospective buyer.

4. COMMISSION.

4.1 Owner shall pay Agent a commission in accordance with the commission schedule attached hereto ("**Commission Schedule**") for the Transaction.

Initials: 

Initials: 

4.2 The purchase agreement and/or escrow instructions to be entered into by and between Owner and a buyer of the Property shall provide that, (i) Owner instructs the escrow holder to pay from Owner's proceeds accruing to the account of the Owner at the close of escrow the Agreed Commission to Agent; (ii) No change shall be made by Owner or buyer with respect to the time of, amount of, or the conditions to payment of the Agreed Commission, without Agent's written consent.

5. **REGISTERED PERSONS.** Agent shall, within Ten (10) business days after the expiration of the Term hereof, provide Owner, in writing, with the names of those persons or entities with whom Agent either directly or through another broker had negotiated during the term hereof ("Registered Persons"). Those persons or entities who submitted written offers or letters of intent shall, however, automatically deemed to be Registered Persons for the type of transaction which was the subject of such offer or letter of intent. If Agent fails to timely notify Owner of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. If, within one hundred eighty days after the expiration of the Term hereof, Owner enters into a contract with a Registered Person for consummation of a Registered Transaction, then Owner shall, upon consummation of such Registered Transaction, pay Agent the Agreed Commission for the Registered Transaction.

6. OWNER'S REPRESENTATIONS.

6.1 Owner represents and warrants as follows:

(a) Each person executing this Agreement on behalf of Owner has the full right, power and authority to execute this Agreement as or on behalf of Owner;

(b) Owner owns the Property and/or has the full right, power and authority to execute and deliver this Agreement, to consummate a Transaction as provided herein, and to perform Owner's obligations hereunder;

(c) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(d) There are no effective, valid or enforceable option rights, rights of refusal, rights of first offer or any other restrictions, impediments or limitations on Owner's right, ability and capacity to consummate a Transaction.

7. OWNER'S ACKNOWLEDGEMENTS. Owner acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, title and environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Agent. Owner further acknowledges that in determining the financial soundness of any prospective buyer, or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Agent's assistance in gathering such information.

8. MISCELLANEOUS.

8.1 This Agreement shall not be construed either for or against Owner or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties, ascertainable from the language of this Agreement.

8.2 In the event of litigation or arbitration between or among Owner, Agent a Cooperating Broker, a buyer, prospective buyer, or any of them, arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorneys' fees reasonably incurred in good faith.

8.3 Owner agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Owner to make a full and complete disclosure pursuant to law or as a result of the fact that any of the representations made by Owner (see paragraph 7) were not true at the time that this Agreement was signed.

Initials: HM

Initials: BM


9. ARBITRATION OF DISPUTES.

9.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

9.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY NEVADA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE

RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE NEVADA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

9.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.



Owner's Initials



Agent's Initials

9.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 9.3.

AGREED AND ACCEPTED**CLIENT: RENO HOUSING AUTHORITY**Signature: Printed Name: HEIDI NIKESSEE
Amy JonesTitle: INTERIM Executive DirectorAddress: 1525 E 9th Street
Reno, NV 89512Date: 3/14/22Telephone: (775) 329-3630Email: AJones@renoha.org**BROKERAGE: KIDDER MATHEWS, INC.**Agent Signature: Agent Printed Name: Ben NelsonTitle: Senior Vice PresidentAddress: 50 W. Liberty St. Ste 900
Reno, NV 89501Date: 3/14/22Telephone: (775) 470-8873Agent's Email: Ben.nelson@kidder.com



COMMISSION SCHEDULE

FOR THE PROPERTY AT: 0 Chippewa Avenue, Reno, NV 89506

A. SALES:

As to sales of real property and/or land, Broker's commission shall be 6% of the gross sales price. Gross sales price shall include any and all consideration received or receivable, in whatever form, including, but not limited to assumption or release of existing liabilities. This commission shall be paid when earned or at the close of escrow, or if there is no escrow, then upon recordation of the deed; provided, however, if the transaction involves an installment contract, then payment shall be made upon execution of such contract. In the event Owner contributes or conveys the Property or any interest therein to a joint venture, partnership, or other business entity, the commission shall be calculated on the fair market value of the Property, less the value of the interest in the Property retained by or transferred to Owner, as the case may be, and shall be paid at the time of contribution or transfer. If Owner is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase, or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid at the time of the transfer.

B. LEASES OR SUBLEASES:

Not Applicable



Accepted: Reno Housing Authority

Kidder Mathews, Inc.

dba Kidder Mathews

Owner

Licensed Real Estate Broker

By: [Signature]By: [Signature]

Amy Jones HEIDI MCKENZIE

Ben Nelson

Title: INTERIM EXECUTIVE DIRECTORTitle: SENIOR VICE PRESIDENTDate: 3/14/22Date: 3/14/22Broker of Record's Initials: [Signature]

1525 E 9th St, Reno, NV

50 West Liberty, Suite 900

Reno, NV 89512

Reno, NV 89501

(775) 329-3630

(775) 301-1300

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

RENO HOUSING AUTHORITY**AGENDA ITEM NUMBER: 13****April 25, 2023**

SUBJECT: Additional items:

- i) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- ii) Reports on conferences and trainings. (Discussion)
- iii) Old and New Business. (Discussion)
- iv) Request for Future Agenda Topics
- v) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time:
Tuesday, May 23, 2023; Tuesday, June 27, 2023; and
Tuesday, July 25, 2023. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

The next Board meeting will be held Tuesday, May 23, 2023.