

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

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

**MEETING DATE: Tuesday, July 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](mailto:HLopez@renoha.org). Written submission should be received by the Board on or before, July 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.*

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**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. Comments from the public is limited to three minutes per person, under these items.
- Approval of agenda. (For Possible Action)
  1. Approval of the minutes of the closed session Board meeting held June 27, 2023 and the regular Board meeting held June 27, 2023. (For Possible Action)
  2. Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.) (For Possible Action)
    - a) Consider adoption of Resolution 23-07-01 RH revising the Authority's check signature authorization policy.
    - b) Consider adoption of Resolution 23-07-02 RH authorizing the write-off of tenant accounts receivable for the Section 8 Rental Assistance Programs.

- c) Consider adoption of Resolution 23-07-03 RH authorizing the write-off of landlord accounts receivable for the Section 8 Rental Assistance Programs.
  - d) Consider adoption of Resolution 23-07-04 RH authorizing the write-off of landlord accounts receivable for the Cares Housing Assistance Payments (CHAP) program.
  - e) Consider adoption of Resolution 23-07-05 RH authorizing the write-off of vacated tenant account receivables for the Low-Rent Public Housing Program.
  - f) Consider adoption of Resolution 23-07-06 RH authorizing the write-off of vacated tenant account receivables for the unaided properties.
3. Commissioner Reports. (Discussion)
  4. Executive Director/Secretary's Report. (Discussion)
    - A. Update on Agency activities
    - B. Update on Rental Assistance Voucher Programs / Asset Management
    - C. Update on Workforce Development, Elderly Services, and youth activities
    - D. Update on Public Affairs activities
    - E. Update on Development activities
    - F. Update on Information Technology activities
    - G. Update on MTW activities
    - H. Financials
  5. Discussion and possible action to authorize the Executive Director to execute a contract with JK Architecture Engineering in the amount of \$487,535.00 for architectural services for the John McGraw Court and Silver Sage Court rehabilitation projects. (For Possible Action)
  6. Discussion and possible action to authorize the Executive Director to execute a contract with JK Architecture Engineering in the amount of \$840,430.00 for architectural services for the Stead Manor rehabilitation project. (For Possible Action)
  7. Discussion and possible action to authorize the Executive Director to execute a contract with JK Architecture Engineering in the amount of \$55,300.00 for engineering services for the asphalt and concrete replacement project at Ala Moana Apartments architectural services for the Stead Manor rehabilitation project. (For Possible Action)
  8. Update on due diligence process for the 419<sup>th</sup> 10<sup>th</sup> Street project and possible action regarding the naming of the property. (For Possible Action)
  9. Discussion and possible action to approve grant agreements and deed restrictions with the State of Nevada for State and Local Fiscal Recovery Funds (also known by the State as Home Means Nevada Initiative (HMNI) funds) for the following projects: \$2,500,000 for the redevelopment of John McGraw Court and \$1,000,000 for the redevelopment of Silver Sage Court. (For Possible Action)

10. Consider adoption of Resolution 23-07-07 RH authorizing the creation of a 501(c)(3) Non-Profit organization to facilitate fundraising and grant awards to support RHA Resident Services activities and Resolution 23-07-08 RH authorizing the creation of a 501(c)(3) Non-Profit organization to facilitate fundraising and grant awards to support RHA housing development goals. (For Possible Action)
11. 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, August 22, 2023; Tuesday, September 26, 2023; and Tuesday, October 24, 2023. (For Possible Action)
12. 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.
13. Adjournment.

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*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](http://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 July 20, 2023*




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By: Lindsay Dobson  
Executive Administrative Assistant

**RENO HOUSING AUTHORITY****AGENDA ITEM NUMBER: 1****July 25, 2023**

**SUBJECT:** Approval of the minutes of the closed session Board meeting held June 27, 2023 and the regular Board meeting held June 27, 2023. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

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MINUTES OF THE REGULAR MEETING  
HOUSING AUTHORITY OF THE CITY OF RENO  
BOARD OF COMMISSIONERS  
June 27, 2023

Joint Development Committee and Agency Board of Commissioners meeting was called to order by Vice Chairman Aiazzi at 12:02 pm on Tuesday, May 30, 2023, in the Agency's Boardroom.

**Commissioners Present**

Dave Aiazzi, Chairperson  
Jazzmeen Johnson, Vice Chairwoman-**via phone**  
Mark Sullivan, Commissioner-**via phone**  
Kathleen Taylor

**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  
Kristin Scott, Director of Public Housing  
Kim Anhalt, Moving to Work Coordinator  
April Conway, Public Affairs Officer  
Lindsay Dobson, Executive Administrative Assistant

**Others Present**

Stephen Offenbacher, RHA Union Representative

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

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

There was no public comment.

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

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

Development Chair Griffith motioned to accept the minutes. Committee member Wong seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried.

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

Director of Development Klippenstein lead a thoughtful and intelligent conversation regarding Master Developer partnership structures.

**3. Update on construction projects. (Discussion)**

Director of Development Klippenstein provided a Power Point Presentation regarding current construction projects.

**4. Discussion and comparison of CMAR, Bid, and General Contractor processes in consideration of upcoming projects. (Discussion)**

Director of Development Klippenstein lead a thoughtful and intelligent conversation comparing CMAR, Bid and General Contractor processes.

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

Executive Director Lopez lead a thoughtful and intelligent conversation regarding local housing providers and the types of housing they provide.

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

Director of Asset Management Scott reviewed upcoming changes to the ACOP and Admin Plan.

**7. Additional items:**

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

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

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

Commissioner Taylor 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.

**3. Commissioner Reports. (Discussion)**

There were no commissioner reports.

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

Executive Director Lopez reported RHA is permit ready at Dick Scott Manor and is holding a groundbreaking ceremony on June 29<sup>th</sup> to kick off construction at the site.

The legislative session closed on June 5<sup>th</sup>. Several housing bills passed that may provide opportunities for RHA to apply for new funding and/or make the affordable housing funding process more efficient. These include: AB333 codifies that housing authorities will conduct inspections in compliance with HUD requirements and seek a tenant's signature for the inspection results. AB62 changes the way affordable housing projects can qualify for a property tax exemption. This change should enable bond and other off-HOME funding cycle projects to move forward more quickly because other soft funding sources can now trigger the exemption. AB310 creates the Supportive Housing Fund. This fund provides \$32.2M for development of supportive housing, operations of supportive housing, and capacity building for partnerships around supportive housing.

RHA is hosting a permanent supportive housing learning collaborative with Nevada Housing Coalition as a part of Elevate Nevada on Thursday, July 20<sup>th</sup>. The goal of that is to create a cohort of developers and service providers that are interested in developing more permanent supportive housing and creating some peer-to-peer support as a part of that process.

Staff has applied for \$300,000 in Homeless Prevention Program funding to the Nevada Housing Division through Washoe Affordable Housing Corporation. We have asked for additional monies this year, so we are able to meet the needs of our community and fill in some gaps where less funding is available.

## B. Update on Rental Assistance Voucher Programs / Asset Management

### Rental Assistance Voucher Programs

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

Number HQS Inspections Conducted by Month	
May 2023	238

#### **Housing Choice Vouchers (HCV)**

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

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

#### **Veteran's Affairs Supporting Housing Vouchers (VASH)**

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

#### **Emergency Housing Vouchers (EHV)**

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

#### **Foster Youth to Independence Vouchers (FYI)**

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



## **Asset Management**

- Asset Management completed interviews for the Maintenance Groundskeeper position. The chosen candidate is currently going through the background check process, and we anticipate a start date at the beginning of July. Management is working on updating the job description for the Asset Management Administrator in preparation of posting that role.
- All Scattered Site After Hour Monitors were converted to Live In contracts where they will now respond to after hour emergency calls. This will provide a more immediate response for our tenants since the Live Ins reside in the area they are monitoring. This will also assist in cutting costs since we no longer need to send maintenance to respond to all the after-hour calls unless the Live In cannot abate the issue.
- Maintenance staff completed the start-up of swamp coolers and irrigation during the month of May. They are now focused on fixing any issues that were noted during the start-up process and completing weed removal.
- Management and Maintenance attended several Yardi training sessions throughout May, the training was primarily focused on work order processes.
- Public Housing ended the month of March with 32 vacancies for an overall occupancy rate of 95.73% across all sites. In May, nine residents vacated their unit, and two units were leased.

Update on Workforce Development, Elderly Services, and youth activities

### **Elderly Services:**

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

### **Workforce Development (WFD):**

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

- In preparation for **Sierra Nevada Journeys'** summer camp 2023, **Greater Nevada Credit Union** donated 50 backpacks with camping supplies for RHA youth.
- **Note-Ables Music Therapy** will be continuing their services and extending RHA music classes another 8 weeks. RHA is extremely grateful for their partnership.
- **Ballroom of Reno** will be starting an additional class in August for RHA youth and their parents/guardians to take part in together.
- Staff has been busy preparing for the inaugural RHA Start Smart Awards Dinner on to celebrate our first class of graduating students!

Resident Councils:

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

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

D. Update on Public Affairs Activities

Traditional Media, Social Media

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

Opportunity Knocks Magazine

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

Start Smart Scholarship Dinner

- Ready for the event this week

Dick Scott Groundbreaking

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

Other

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

## E. Update on Development Activities

## Silverada Manor &amp; Hawk View Redevelopment:

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

## Dick Scott Manor

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

419 10<sup>th</sup> Street

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

## Stead Manor

- Received design phase proposals from JKAE architectural firm.
- Continuing to work on finalizing Grant Agreement and Deed Restriction with the Nevada Housing Division and HUD

## Essex Manor

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

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

#### CF Projects

- No update

#### F. Update on Information Technology activities

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

#### Electronic Document Management System (EDMS)

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

#### Yardi Implementation

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

#### G. Update on MTW Activities

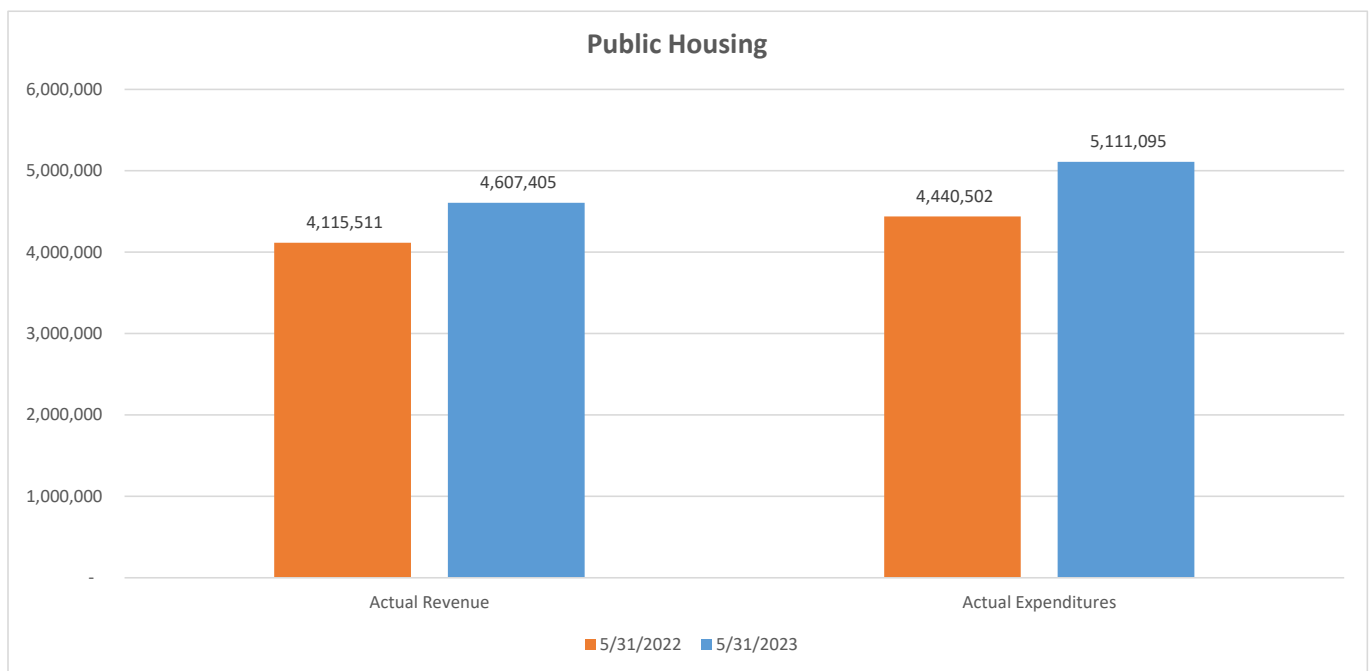
#### FY 2023 Annual MTW Report

- Preparation for RHA's annual MTW Report to HUD is underway with data continuing to be pulled on current MTW activities. Until the new software system is in place, most of the required data needs to be pulled manually by looking up every household assisted by RHA multiple times. To date, detailed information has been pulled for families currently paying minimum rent, those undergoing triennial recertifications and households receiving RHA's standardized utility allowances in the HCV program. Additional data will also be pulled on households eligible for RHA's standardized medical deductions, those paying full contract rent along with detailed demographic information on all public housing and rental assistance households. All data pulls will be finalized following the end of the Fiscal Year with the annual report due to HUD by September 30.
- Surveys continue to trickle in from current and prior Mobility Demonstration participants. Survey results and internal data on Mobility Demonstration households including income, family composition, and employment status will be sent to Rebecca J. Walter, PhD at the University of Washington (UW). This data is being used by UW to evaluate the overall progress of these families and the program.

## H. Financials

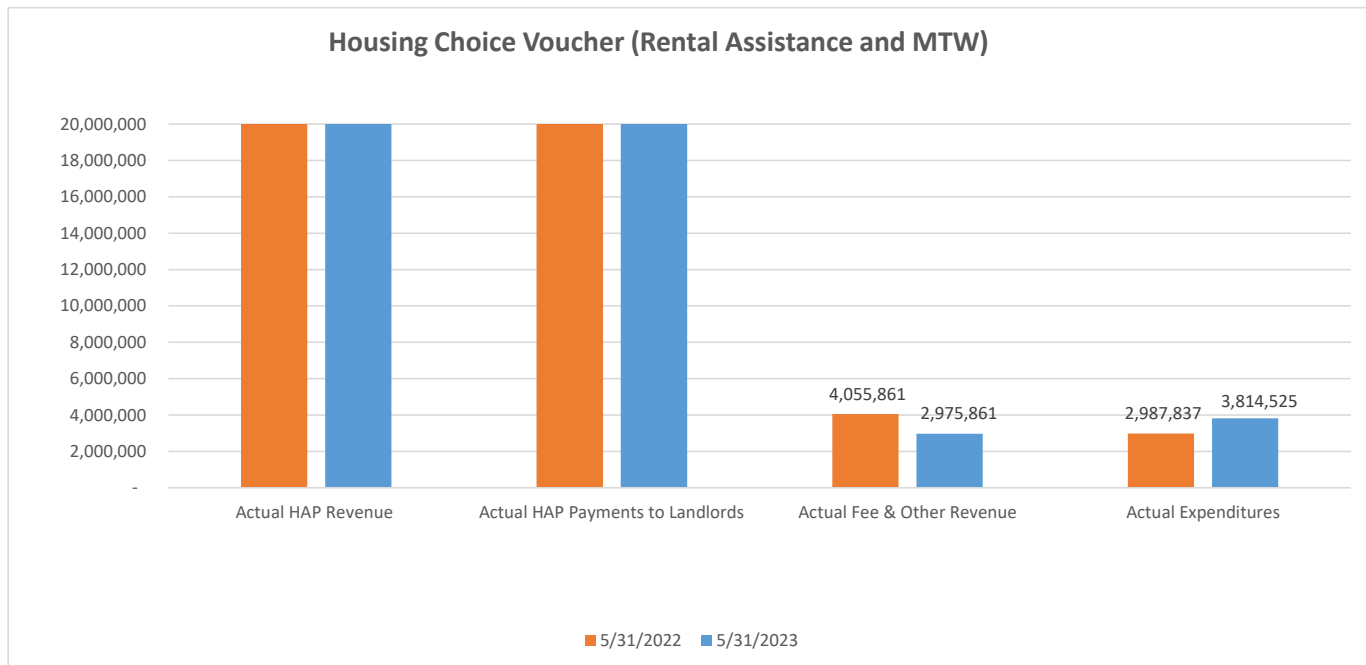
**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 11 MONTHS ENDED MAY 31, 2023**

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



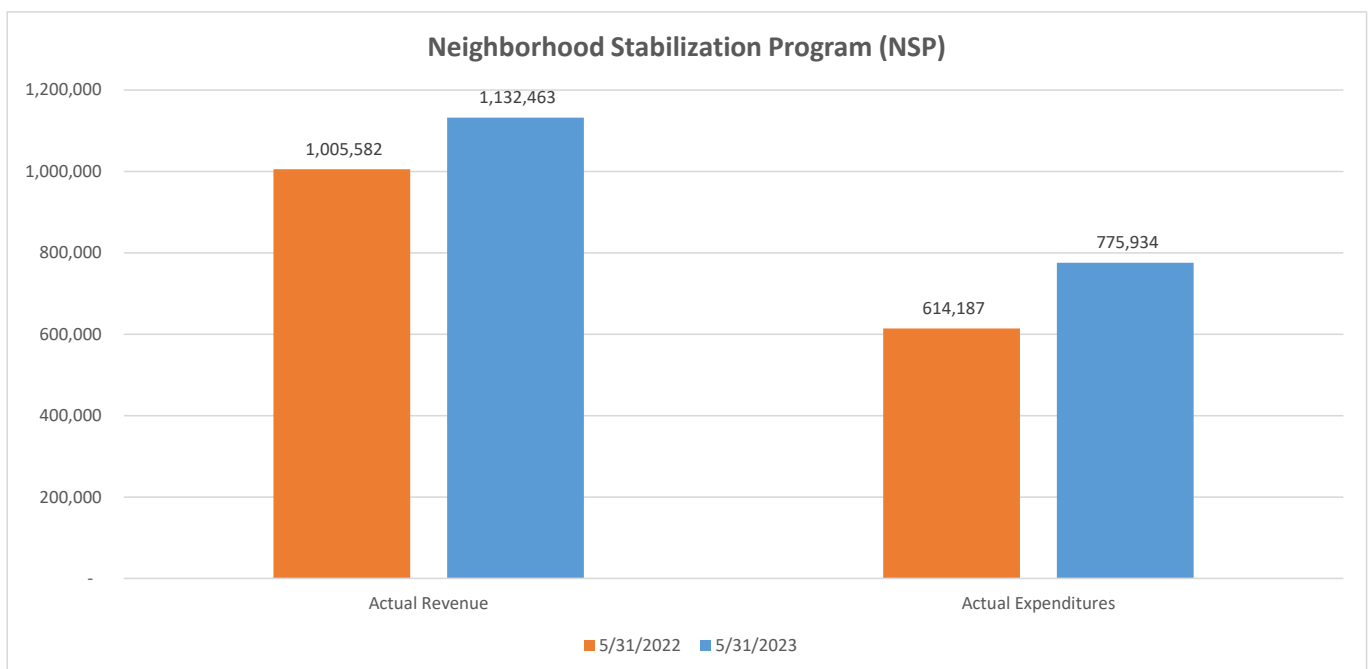
**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 11 MONTHS ENDED MAY 31, 2023**

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



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

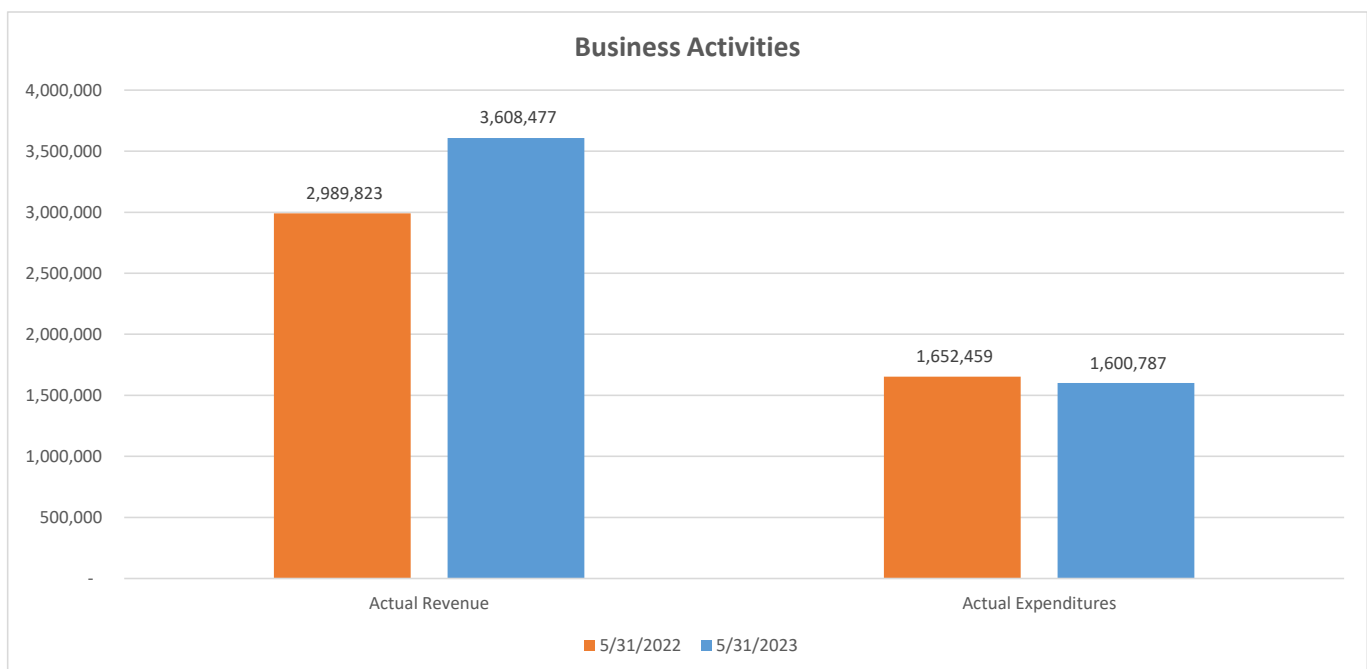
<b>Neighborhood Stabilization Program (NSP)</b>	<b>5/31/2023</b>	<b>5/31/2022</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Variance Percentage</b>
Actual Revenue	1,132,463	1,005,582	126,881	12.62%
Budgeted Revenue	1,094,688	1,028,250	66,438	6.46%
Actual Expenditures	775,934	614,187	161,747	26.34%
Budgeted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





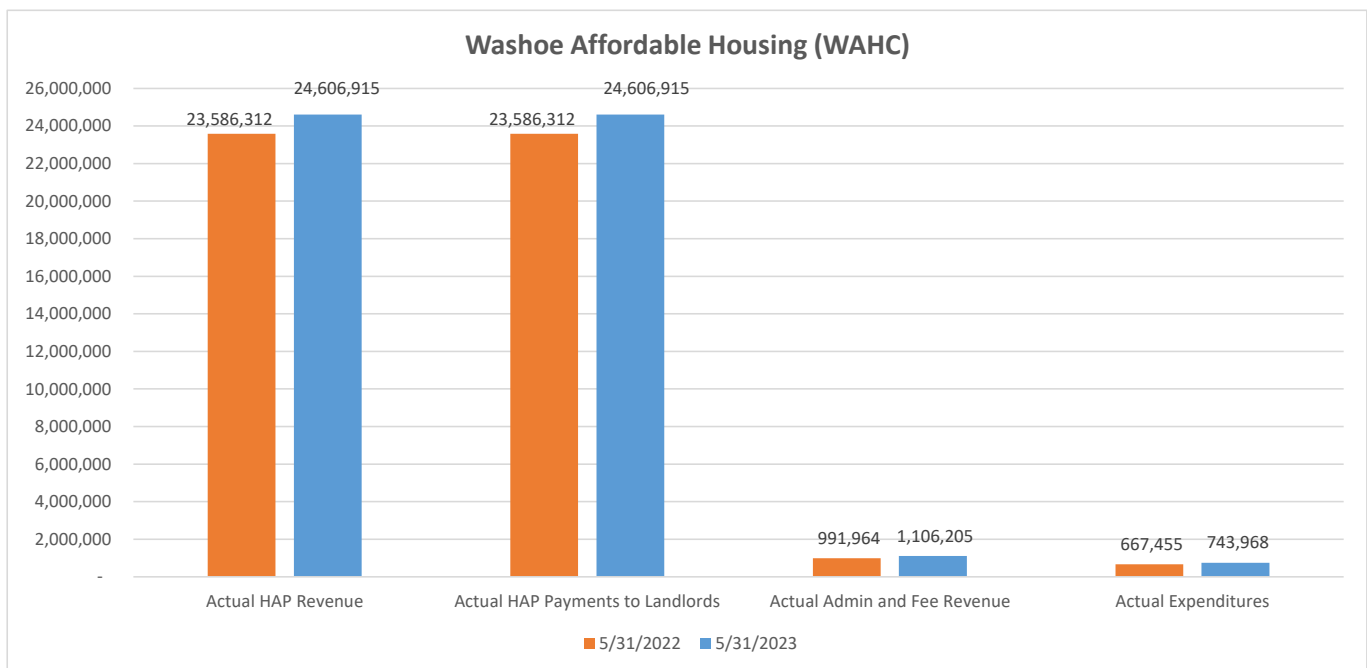
**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 11 MONTHS ENDED MAY 31, 2023**

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



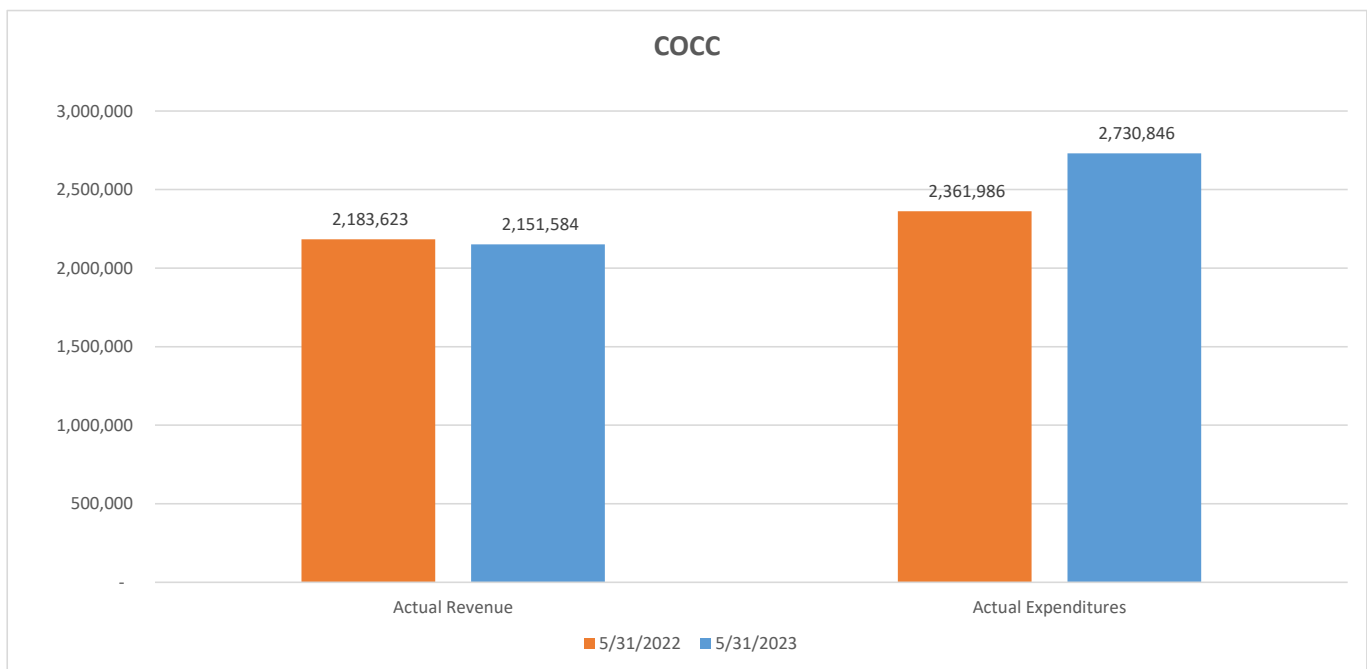
**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 11 MONTHS ENDED MAY 31, 2023**

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



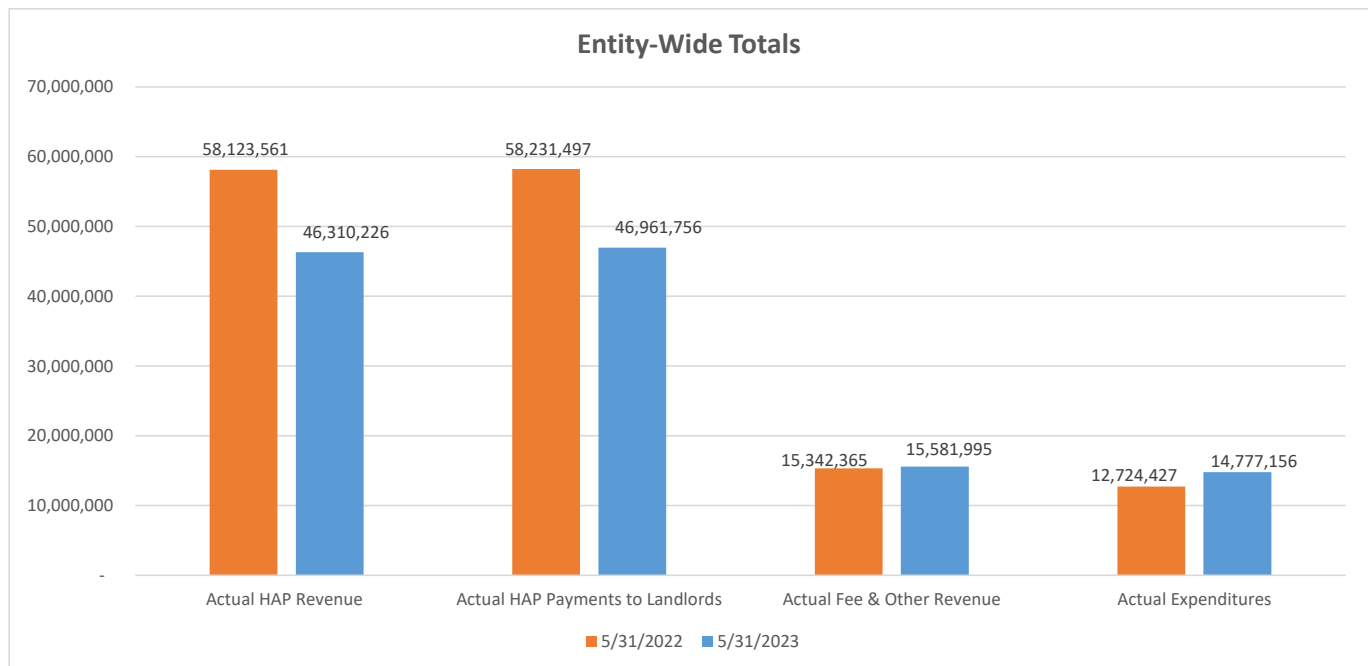
**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 11 MONTHS ENDED MAY 31, 2023**

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



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

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



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

Commissioner Taylor motioned to approve agenda item five as written. 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.

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

Commissioner Sullivan motioned to approve Resolution 23-06-02 RH. 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 to approve final FY2024 RHA budget. (For Possible Action)**

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

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

Commissioner Taylor motioned to approve agenda item eight as written. 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 grant agreements and corresponding deed restrictions for Essex Manor and Stead Manor. (For Possible Action)**

Commissioner Taylor motioned to approve grant agreements and corresponding deed restrictions for Essex Manor and Stead Manor. 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.

10. **Discussion and possible action to approve potential use of CMAR project delivery for Stead Manor and McGraw Court rehabilitations. (For Possible Action)**

Commissioner Taylor motioned to approve potential use of CMAR project delivery for Stead Manor and McGraw Court rehabilitations. 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. Page 22 of 157

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

Agenda Item 11 was pulled.

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

13. **Additional Items:**

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

**RENO HOUSING AUTHORITY****AGENDA ITEM NUMBER: 2****July 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

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- a) Consider adoption of Resolution 23-07-01 RH revising the Authority's check signature authorization policy.

**Background:**

Staff recommend revising the Authority's check signature authorization policy to remove Linda Long, prior Director of Administration, and add Simona Parton, RHA Accountant, on an interim basis. This will allow for the efficient processing of checks and other financial information until a new Director of Administration is hired. In addition, the authorization policy will be updated to reflect the current Board Chair and Vice-Chair.

**Staff Recommendation:**

Staff recommends the Board adopt Resolution 23-07-01 RH.

- b) Consider adoption of Resolution 23-07-02 RH authorizing the write-off of tenant accounts receivable for the Section 8 Rental Assistance Programs.

**Background:**

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

Most of these amounts are for overpaid HAP owed to the Authority because of income not reported by clients at the time of the increase. The last Rental Assistance client write-offs were done in January 2023, and at that time \$30,165.00 was written off.

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

<u>Client Number</u>	<u>Amount</u>
95271	\$839.00
83794	\$78.00
84988	\$178.00
70296	\$10,090.00
77368	\$14,013.00
83793	\$4.00
78531	\$3,411.00
74861	\$724.00
85673	\$5,803.00
72097	\$31.00
39441	\$211.00
76729	\$873.00
41251	\$11,758.00
<b>TOTAL</b>	<b>\$48,013.00</b>

**Staff Recommendation:**

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

- c) Consider adoption of Resolution 23-07-03 RH authorizing the write-off of landlord accounts receivable for the Section 8 Rental Assistance Programs.

**Background:**

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

Most of these amounts are for landlords who failed to notify the RHA of a tenant move-out prior to payment being issued. The last Rental Assistance landlord write-offs were done in January 2023, and at that time \$8,079.00 was written off.

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



<u>Vendor Number</u>	<u>Amount</u>
V004171	\$593.00
78372	\$1,502.00
V003829	\$1,288.00
100087	\$4,860.00
V004113	\$545.00
102072	\$2,169.00
V003958	\$1,126.00
70816	\$1,008.00
110351	\$4,827.00
<b>TOTAL</b>	<b>\$17,918.00</b>

**Staff Recommendation:**

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

- d) Consider adoption of Resolution 23-07-04 RH authorizing the write-off of landlord accounts receivable for the Cares Housing Assistance Payments (CHAP) program.

**Background:**

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

Most of these amounts are for landlords from the CHAP program who notified the RHA of a tenant move-out prior to the depletion of the prospective rent payments that were made. The RHA has not previously written off landlord balances resulting from the CHAP program, but based on the management practices cited above, it is now deemed necessary.

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

<u>Vendor Number</u>	<u>Amount</u>
V004149	\$2,775.00
101772	\$1,300.00
94969	\$10,424.00
91210	\$912.00
105015	\$10,100.00
92755	\$4,783.00
78406	\$3,447.00
V000607	\$1,500.00
70480	\$4,508.00
<b>TOTAL</b>	<b>\$39,749.00</b>

**Staff Recommendation:**

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

- e) Consider adoption of Resolution 23-07-05 RH authorizing the write-off of vacated tenant account receivables for the Low-Rent Public Housing Program.

**Background:**

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

All of the accounts listed below have been turned over to collections.

Please note that if these former clients want to participate in RHA programs in the future, they must repay these amounts before they may become eligible. Most of these amounts are for unpaid rent and maintenance charges owed to the Authority. These receivables account for most of the remaining residents who were unable to be evicted due to the eviction moratorium as a result of COVID that resulted in high rent balances owed and excessive damages to the units because of not being able to properly inspect and counsel tenants. We anticipate the next round of write-offs will realign with pre-COVID figures.

<u>Client Number</u>	<u>Amount</u>
101045/071157	\$11,723.10
101143/049883	\$611.05
101086/045797	\$5,214.19
101035/084478	\$911.62
101137/075274	\$2,159.78
101089/049682	\$991.52
101117/058389	\$1,444.88
101082/057161	\$1,250.48
101040/051533	\$54.91

101077/052547	\$534.00
101022/047092	\$7,125.90
101056/051824	\$545.84
102229/071083	\$1,227.13
102247/071455	\$15.00
102192/099983	\$17.52
103380/074960	\$2,102.78
103378/010504	\$4.00
103307/112784	\$7,330.00
103301/057232	\$556.45
103268/044047	\$212.23
103353/035892	\$4,097.90
103394/052529	\$117.48
103386/054790	\$238.12
103385/044536	\$126.10
103382/031087	\$545.89
103335/024867	\$455.38
103330/057301	\$1,035.78
106463/059994	\$2,123.01
106512/074071	\$3,731.31
106465/075906	\$2,329.09
106484/072339	\$1,011.78
106461/070673	\$996.84
106513/073101	\$1,680.99
106459/072647	\$17,997.64
107673/083928	\$1,437.99
107635/058859	\$4,250.85
107706/072383	\$1,220.20
107727/070999	\$0.00
107637/056306	\$852.70
107709/075237	\$4,295.60
109591/070939	\$413.64
109599/072342	\$1,387.76
109611/041008	\$154.40
109622/058379	\$4,956.42
109544/070877	\$6,876.19
109584/049793	\$657.66
109548/035426	\$16,910.52
109531/029456	\$1,207.36
118763/057254	\$209.70
118760/105501	\$1,052.37
110448/75129	\$1,194.69
110427/072032	\$404.59
<b>TOTAL</b>	<b>\$128,002.33</b>

**Staff Recommendation:** Staff recommends the Board approve writing off the above balances in accordance with accounting best practices.

- f) Consider adoption of Resolution 23-07-06 RH authorizing the write-off of vacated tenant account receivables for the unaided properties.

**Background:**

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

All of the accounts listed below have been turned over to collections.

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

Client Number	Amount
410005/070498	\$1,672.60
430003/050784	\$4,880.91
430004/070294	\$220.05
530213/085028	\$734.13
530203/088530	\$2,655.42
530218/038782	\$7.57
530220/088806	\$368.00
514301/057685	\$110.30
515017/101838	\$738.00
350007/047821	\$1,211.58
350009/049983	\$4,364.95
411002/035938	\$1,706.05
411001/054993	\$1,080.68
412016/094555	\$9,910.15
412033/110454	\$788.36
509104/052393	\$320.20
509105/074497	\$694.47
520001/072897	\$1,518.97
<b>TOTAL</b>	<b>\$32,982.39</b>

**Staff Recommendation:** Staff recommends the Board approve writing off the above balances in accordance with accounting best practices

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **23-07-01 RH**

A RESOLUTION REVISING THE AUTHORITY'S CHECK SIGNATURE  
AUTHORIZATION POLICY

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Reno (Authority) wishes to update the policy authorizing signatures on Authority checking accounts, and

WHEREAS, the Board wishes to maintain internal controls on the disbursement of funds as well as allow adequate flexibility for the Authority to efficiently conduct its operation, and

WHEREAS, amending signatories of the Authority is necessary when staff positions change, and

WHEREAS, Chairman Dave Aiazzi hereby replaces former Chairman Mark Sullivan as signatory in Category 1, and Vice Chairwoman Jazzmeen Johnson replaces former Vice Chairman Dave Aiazzi as a new signatory representative in Category 2, and Simona Parton replaces former Director of Administration Linda Long as signatory Category 2; and

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

1. That the Board of Commissioners of the Housing Authority of the City of Reno hereby directs that two signatures will be required to issue any check drawn on Authority accounts, one from each of the following categories, and that the persons holding these positions are authorized to sign on behalf of and legally bind the Authority:

**Category 1:**

Chairman – Dave Aiazzi  
Executive Director – Hilary Lopez, Ph.D.  
Deputy Executive Director, Heidi McKendree

**Category 2:**

Vice Chairwoman – Jazzmeen Johnson  
Accountant – Simona Parton  
Director of Rental Assistance – Jamie Newfelt

2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 25<sup>th</sup> DAY OF July, 2023.

ATTEST:

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SECRETARY

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **23-07-02 RH**

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

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

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

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

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

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

ADOPTED THIS 25<sup>th</sup> DAY OF July, 2023.

ATTEST:

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SECRETARY

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **23-07-03 RH**

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

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

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

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

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

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

ADOPTED THIS 25<sup>th</sup> DAY OF July, 2023.

ATTEST:

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SECRETARY



HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **23-07-04 RH**

A RESOLUTION AUTHORIZING THE WRITE-OFF OF VACATED TENANT ACCOUNT  
RECEIVABLES FOR THE CARES HOUSING ASSISTANCE PAYMENTS (CHAP)  
PROGRAM

WHEREAS, there are certain past due accounts of former tenants for the Cares Housing Assistance Payments (CHAP) Program of the Housing Authority of the City of Reno, and

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

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

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

1. The Executive Director is hereby authorized, in her discretion to remove from the Authority's account receivables, the past due accounts of former tenants as detailed in the Board Packet for the Housing Assistance Payments (CHAP) Program.
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 25<sup>th</sup> DAY OF July, 2023.

ATTEST:

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SECRETARY

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **23-07-05 RH**

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

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

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

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

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

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

ADOPTED THIS 25<sup>th</sup> DAY OF July, 2023.

ATTEST:

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SECRETARY

HOUSING AUTHORITY OF THE CITY OF RENO  
**RESOLUTION 23-07-06 RH**

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

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

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

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

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

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

ADOPTED THIS 25<sup>th</sup> DAY OF July, 2023.

ATTEST:

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SECRETARY

**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 3**

**July 25, 2023**

SUBJECT: Commissioner Reports. (Discussion)

FROM: Executive Director

RECOMMENDATION: Discussion

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**RENO HOUSING AUTHORITY****AGENDA ITEM NUMBER: 4****July 25, 2023**

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

FROM: Executive Director

RECOMMENDATION: Discussion

**A. Update on Agency Activities**

- RHA completed its procurement for a Master Developer partner for its Hawk View and Silverada Manor development projects. Based on the scoring criteria, the committee selected Brinshore Development, LLC, a national development group with experience working with Public Housing Authorities on HUD conversion projects and with expertise in affordable housing development. Staff is drafting a Master Development Agreement based on the terms provided in Brinshore's submission and anticipates bringing the Agreement to RHA's Board of Commissioners for approval in August.
- Executive staff met with First Independent Bank and Wells Fargo to discuss potential financial structures and products to leverage RHA's scattered site portfolio. Additionally, staff scheduled a meeting with Nevada State Bank for next week. Staff spoke with Greater Nevada Credit Union as well. First Independent is speaking internally and will provide us with potential strategies. The other banks we spoke with did not have products available at this time. Staff anticipate bringing further information to the Board for discussion in August.
- John Murphy from Nan McKay & Associates, RHA's finance consultant, will be on-site two weeks a month and will be providing 30 hours/week of offsite support to assist RHA and the finance department until a new Director of Administration (working title Director of Finance) is recruited. This will help ensure smooth processing of required HUD financial reporting and conversion to the new Yardi software.
- RHA will hold a Resident Advisory Board meeting in August to discuss changes to the Admission and Continued Occupancy Plan (ACOP), the HUD Section 18 application for Hawk View, and Administrative Plan changes.
- Executive Director Lopez was asked to serve as a Trustee for the Public Housing Authorities Directors Association (PHADA) with an appointment starting in September 2023.
- PHADA's Commissioners Conference is scheduled for January 7-10, 2024, in San Diego. A preliminary agenda and registration information is not yet available. This conference may be of interest to Commissioners.
- Nevada Housing Coalition's Annual Conference will be held October 10-11, 2023, at Circa in Las Vegas. Executive Director Lopez is on the planning committee for the event. Several staff will be attending and/or participating on panels at the event. RHA's Executive Assistant can register Commissioners interested in attending.

## B. Update on Rental Assistance Voucher Programs / Asset Management

### Rental Assistance Voucher Programs

Voucher Type	Total Voucher Baseline	Vouchers Leased as of 7/5/22	Percent Leased	Vouchers Issued Not Yet Leased
Housing Choice Voucher	2,477	2,245	91%	159
VASH	416	279	67%	63
EHV	137	99	72%	18
FYI	15	6	40%	4

Number HQS Inspections Conducted by Month	
June 2023	201

#### **Housing Choice Vouchers (HCV)**

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

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

#### **Veteran's Affairs Supporting Housing Vouchers (VASH)**

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

#### **Emergency Housing Vouchers (EHV)**

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

#### **Foster Youth to Independence Vouchers (FYI)**

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

### Asset Management

- Asset Management has selected Maribel Martinez for the Asset Management Administrator position. That will leave her previous position as an Assistant Manager open. We will be posting that position along with a Maintenance I position that just opened. The groundskeeper and Maintenance II candidates should start in July.
- Maintenance staff are teaming up on Thursdays through the end of August to complete weed removal and trimming at all sites. The past few weeks they focused on the vacant scattered sites houses to ensure the units were cleaned up and did not appear overgrown. The next several weeks will be spent at the public housing complexes.

- Management and Maintenance continue to practice in Yardi to retain the knowledge from the training prior to going live. Staff have focused on completing the set ups needed to ensure a successful go live.
- Public Housing ended the month of June with 47 vacancies for an overall occupancy rate of 93.96% across all sites. In June, ten residents vacated their unit, and two units were leased.

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

#### Department Updates

- Staff met with three CPAs to inquire about assistance in creating a non-profit 501(c)(3) subsidiary to help the department apply for additional grants, allow for community member donations, and help create long-term, sustainable income for program expenses moving forward. After choosing a CPA, the next steps include finalizing the nonprofit name and mission, creating a board of directors, and drafting bylaws and articles of incorporation.

#### Elderly Services

- RHA partnered with **St. Mary's** to host a "lunch & learn" nutrition information workshop for senior residents.
- Blood pressure checks, blood sugar checks, lipid profiles, and other medical examinations continue at McGraw Court and Willie J. Wynn through a partnership with **Sanford Center for Aging**.

#### Workforce Development (WFD)

- RHA received a \$10,000 Community Reinvestment Act donation from **Eaglemark Savings Bank** to help expand our self-sufficiency workshops and activities. Staff is working through multiple expansion ideas and will have an action plan in August.
- The *Getting Ahead in a Just Getting by World* program, in partnership with **Opportunity Alliance Nevada**, is underway. The residents enrolled in the 16-workshop intensive program are expected to graduate the evening of August 29, 2023. Once details are finalized, the Board will be notified.

#### Youth/Family Activities

- **Rotary Youth Leadership Awakening (RYLA)** hosted 10 RHA youth for a full day of summer camp fun at Grizzly Creek Ranch to participate in activities and practice the leadership skills learned during the week. As part of RYLA's leadership training, they built 10 new bikes that were donated to RHA youth in attendance.
- The third **Sierra Nevada Journeys** summer camp week (of five) with RHA youth is complete. 55 total youth will attend summer camp free of cost thanks to **The Helen Close Charitable Foundation's** generous grant.

#### Resident Councils

- Essex Manor officially has an active Resident Council, after 2 years of inactivity. They held their first community BBQ on July 22, 2023.
- Stead Manor resident council held a car wash fundraiser to help raise funds to start a Youth Resident Board.

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

## **D. Update on Public Affairs Activities**

### Traditional Media, Social Media

- All three local TV stations and the RGJ covered the groundbreaking at Dick Scott Manor.
- Two local TV stations, including Spanish Univision, covered the Start Smart scholarship dinner.

### Opportunity Knocks Magazine

- Staff is compiling final corrections and will send to Reno Type for printing.

### Other

- Staff is beginning work on the unveiling of the new playground at Essex Manor. Coupling the event with the new after-school-care partnership with 4-H and the Food Bank of Northern Nevada. Date is set for Tuesday, August 29.
- Staff completed the resident newsletter. It's with the print company and will be mailed shortly.
- Staff submitted history project scope of work to UNR political science department.
- Staff began researching a platform in which to send elected officials and community partners a quarterly email update on RHA activities.
- Staff began work on media/comms training for executive level staff.
- The quarterly Celebrity Homes Tour for new RHA employees is planned for August 3. This is a van tour of RHA PH & scattered sites to acquaint new employees with RHA properties.

## **E. Update on Development Activities**

### Silverada Manor & Hawk View Redevelopment

- After interviewing the top 4 candidates on June 28, 2023, the evaluation committee selected Brinshore Development as the Master Developer for Hawk View Apartments and Silverada Manor. Brinshore has extensive experience in Public Housing Redevelopment (RAD, Section 18, Choice Neighborhood Initiatives) around the country and their references provided very positive feedback.



Additionally, the Evaluation Committee felt that Brinshore would work well with RHA staff and increase the agency's development capacity moving forward. RHA staff is currently working on the Master Developer Service Agreement and plans to bring the finalized document to the August BOC meeting.

- HUD Environmental Reviews (ER) continue to move forward on pace. Hawk View's Environmental Review is complete and has been submitted for HUD approval. SHPO has reviewed and provided feedback on Silverada's Section 106 package. This feedback will be incorporated into the final review submitted to HUD in August.

#### Dick Scott Manor

- Site work kicked off on July 11, 2023.

#### 419 10<sup>th</sup> Street

- Environmental Review is complete and has been submitted for HUD approval.
- Following HUD ER approval, RHA plans to close escrow on the purchase of the property.
- Invitation for Bid (IFB) for the project's General Contractor was released in mid-July.
- Development Department is in the process of executing a loan agreement for the \$1M HOME-ARP award.

#### Stead Manor

- HMNI Grant Agreements and Deed Restriction have been fully executed.
- RFQ for CMAR released in mid-July.

#### Essex Manor

- HMNI Grant Agreements and Deed Restriction have been fully executed.

#### McGraw Court/Silver Sage Court

- HMNI Grant Agreements and Deed Restriction drafts nearly finalized.
- Updated HUD Declaration of Trust for McGraw Court has been signed and recorded.
- RFQ for CMAR released in mid-July.

#### Capital Fund Projects

- Video Surveillance System installation at Myra Birch starting in early August.
- Video Surveillance System installation at Stead Manor starting late August/early September.
- HVAC replacement at McGraw starting in late August/early September.

## **F. Update on Information Technology activities**

- The IT team continues to move forward with the implementation of Yardi Voyager which will take the place of RHA's current database, Emphasys Elite. Staff have been reviewing data and fine-tuning settings based on a test conversion conducted in late June. Final data conversion is scheduled for July 24, 2023, which will allow both Rental Assistance and Asset Management staff to begin working in Voyager on August 1, 2023. The Finance team will begin fully working in Voyager on September 1, 2023.
- As staff complete Phase I of Yardi Voyager implementation in August, Phase II will begin in September which includes additional modules not vital to the agency's day-to-day activities, but that will ensure long-term efficiencies.
- Due to the significant impact the scale of a software conversion has on any agency undergoing one, staff and consultants will be working together through August and September to work through new procedures and ensure smooth workflows utilizing the new software. This process, in addition to finance staff and Nan McKay consultant, John Murphy, preparing to submit RHA's unaudited FDS submission, will impact the finance department's ability to prepare a financial report for the September Board meeting. Presentation of a financial report will resume for the October Board meeting.
- In addition to the database conversion, IT staff continues to work on scanning oversight, workflow creation and general operation of Laserfiche software.
- IT staff have done a remarkable job keeping the agency running smoothly from a technical standpoint since the resignation of IT Director, Samantha Arellano, in early June. RHA staff at all levels remain excited by IT software implementations that will ultimately result in increased efficiency agency wide. Initial and second interviews for a new IT Director have been conducted. A final determination is anticipated by August.

## **G. Update on MTW Activities**

### **FY 2023 Annual MTW Report**

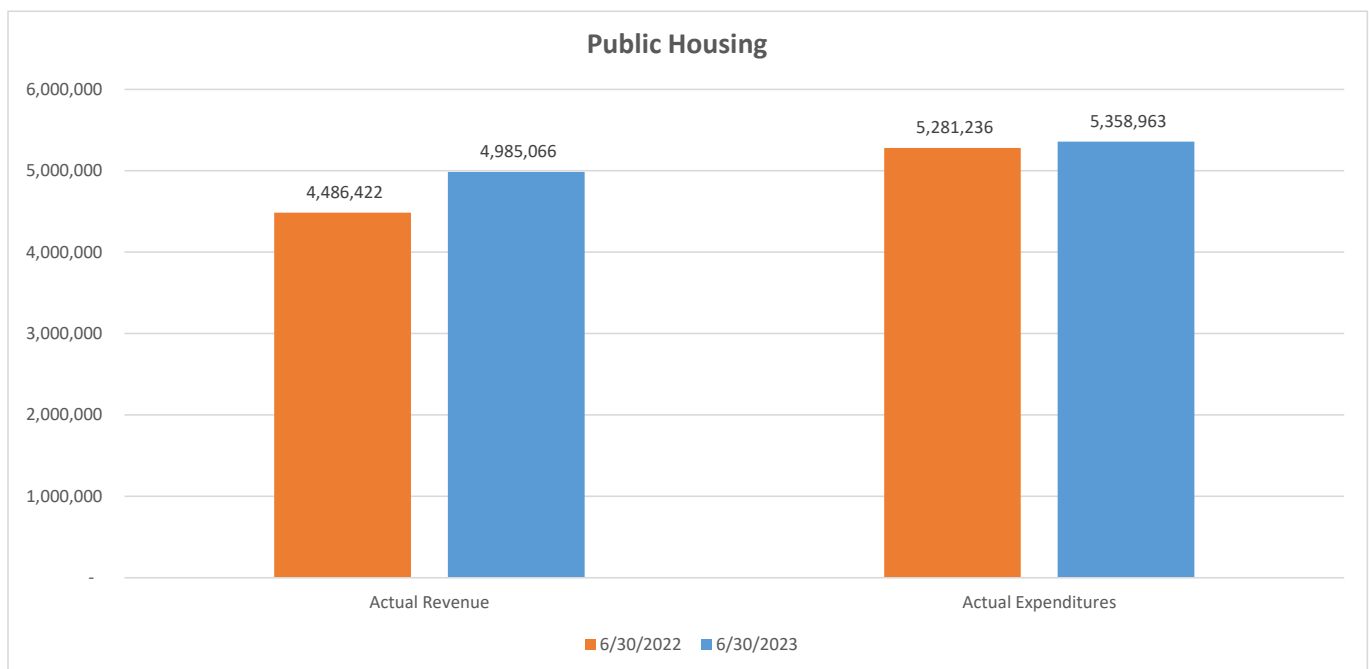
- Preparation for RHA's annual MTW Report to HUD is underway with data continuing to be pulled on current MTW activities. Until the new software system is in place, most of the required data needs to be pulled manually by looking up every household assisted by RHA multiple times. To date, detailed information has been pulled for families currently paying minimum rent, those undergoing triennial recertifications and households receiving RHA's standardized utility allowances in the HCV program. Detailed demographic information has been compiled on all public housing residents and the same information for rental assistance households is currently being pulled. A thorough data analysis will be used to gauge whether activities within RHA's MTW program are successful. Data analysis is also used to demonstrate areas where the activity may be amended to ensure its continued success. All data analyses will be finalized following the end of the Fiscal Year with the final report due to HUD by September 30, 2023.

- Completed surveys and internal data on current and prior Mobility Demonstration participants have been sent to Rebecca J. Walter, PhD at the University of Washington (UW). Details including household income, family composition, and employment status of each household will be used by UW to evaluate the overall progress of these families and the Demonstration program overall. This analysis is a requirement of RHA's MTW participation and will be included in the annual MTW report to HUD.

## **H. Financials**

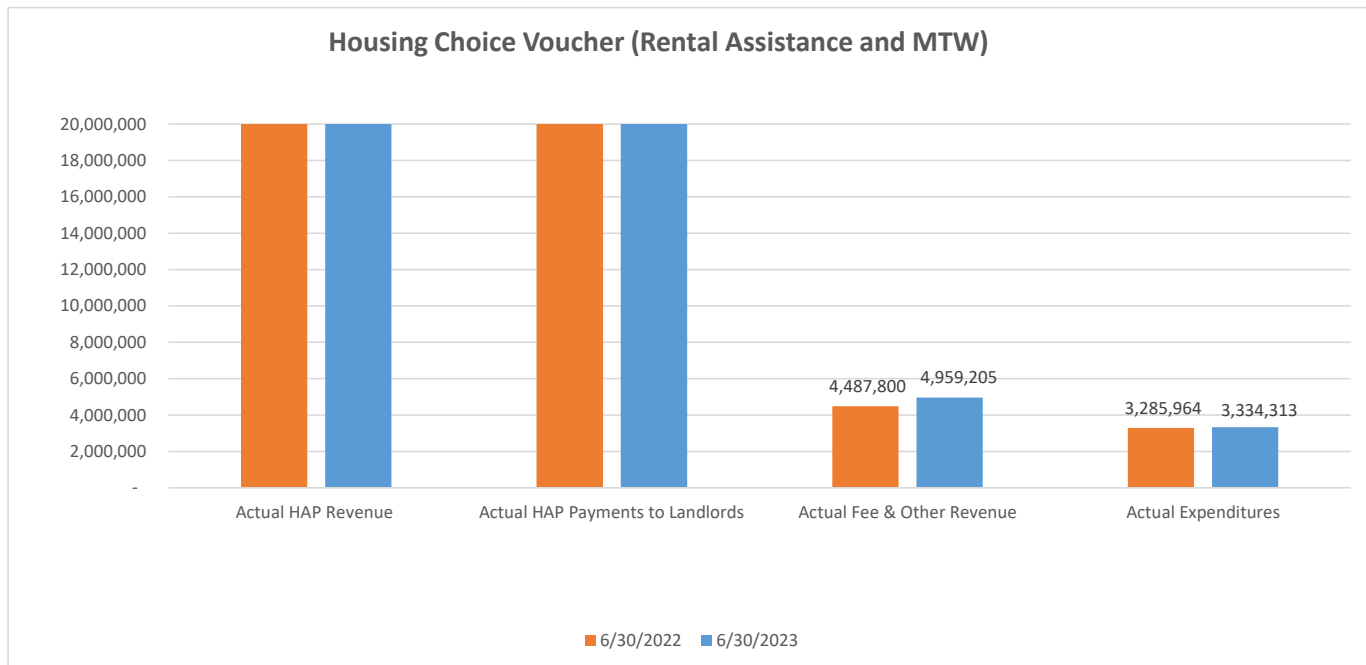
**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 12 MONTHS ENDED JUNE 30, 2023**

<b>Public Housing</b>	<b>6/30/2023</b>	<b>6/30/2022</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Variance Percentage</b>
Actual Revenue	4,985,066	4,486,422	498,644	11.11%
Budgeted Revenue	4,668,839	4,597,571	71,268	1.55%
Actual Expenditures	5,358,963	5,281,236	77,727	1.47%
Budgeted Expenditures	5,685,699	4,811,311	874,388	18.17%
Actual Surplus (deficit)	(373,896)	(794,813)	420,917	-52.96%



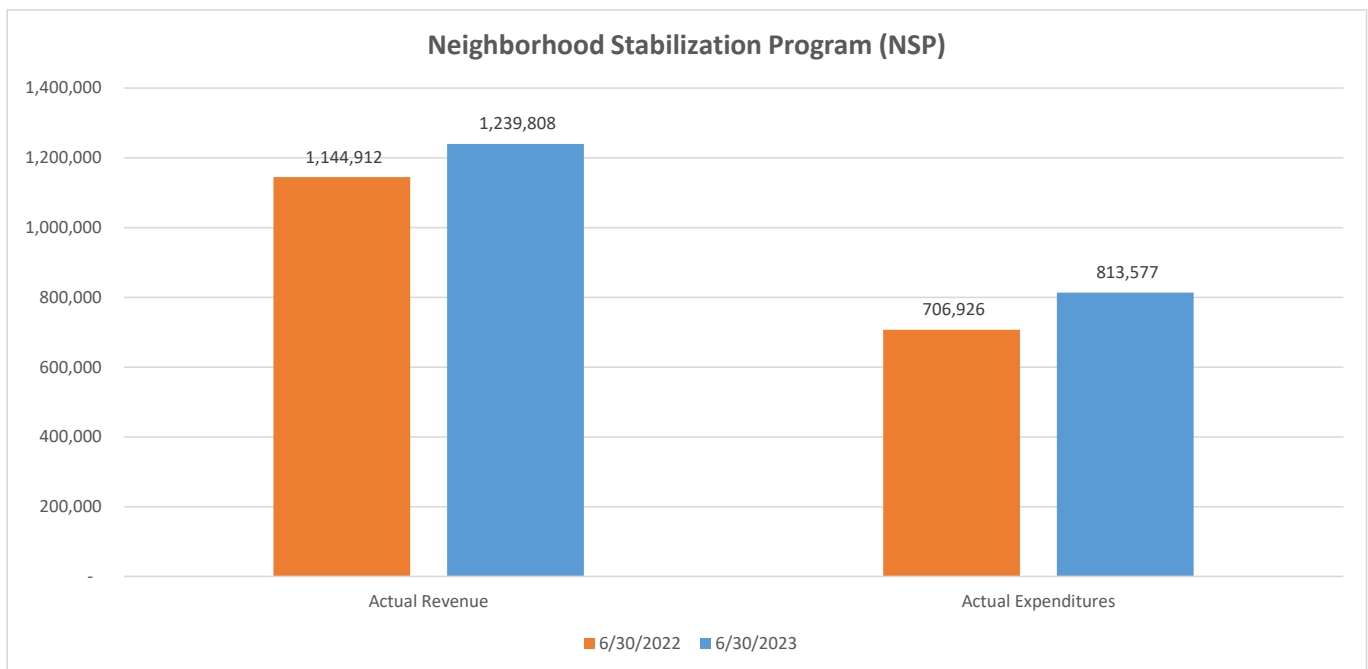
**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 12 MONTHS ENDED JUNE 30, 2023**

<b>Housing Choice Voucher (Rental Assistance and MTW)</b>	<b>6/30/2023</b>	<b>6/30/2022</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Variance Percentage</b>
Actual HAP Revenue	21,914,406	37,342,324	(15,427,918)	-41.31%
Budgeted HAP Revenue	25,592,604	39,466,270	(13,873,666)	-35.15%
Actual HAP Payments to Landlords	24,390,189	37,123,882	(12,733,693)	-34.30%
Budgeted HAP Payments to Landlords	25,224,916	38,774,921	(13,550,005)	-34.95%
Actual Fee & Other Revenue	4,959,205	4,487,800	471,405	10.50%
Budgeted Fee & Other Revenue	2,672,593	3,402,158	(729,565)	-21.44%
Actual Expenditures	3,334,313	3,285,964	48,349	1.47%
Budgeted Expenditures	3,394,072	3,596,710	(202,638)	-5.63%
<b>Actual Surplus (deficit)</b>	<b>(850,891)</b>	<b>1,420,278</b>	<b>(2,271,169)</b>	<b>-159.91%</b>



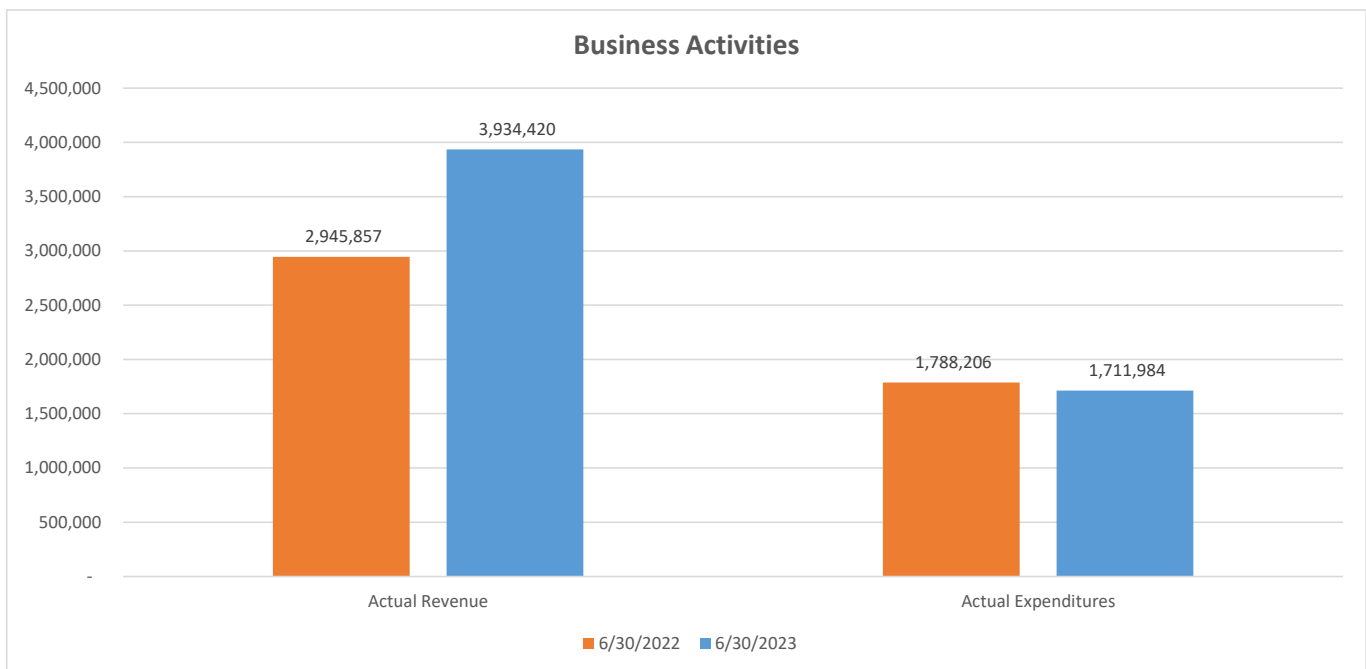
**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 12 MONTHS ENDED JUNE 30, 2023**

<b>Neighborhood Stabilization Program (NSP)</b>	<b>6/30/2023</b>	<b>6/30/2022</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Variance Percentage</b>
Actual Revenue	1,239,808	1,144,912	94,895	8.29%
Budgeted Revenue	1,194,205	1,121,727	72,478	6.46%
Actual Expenditures	813,577	706,926	106,651	15.09%
Budgeted Expenditures	687,750	692,393	(4,643)	-0.67%
<b>Actual Restricted Surplus (deficit)</b>	<b>426,231</b>	<b>437,987</b>	<b>(11,756)</b>	<b>-2.68%</b>



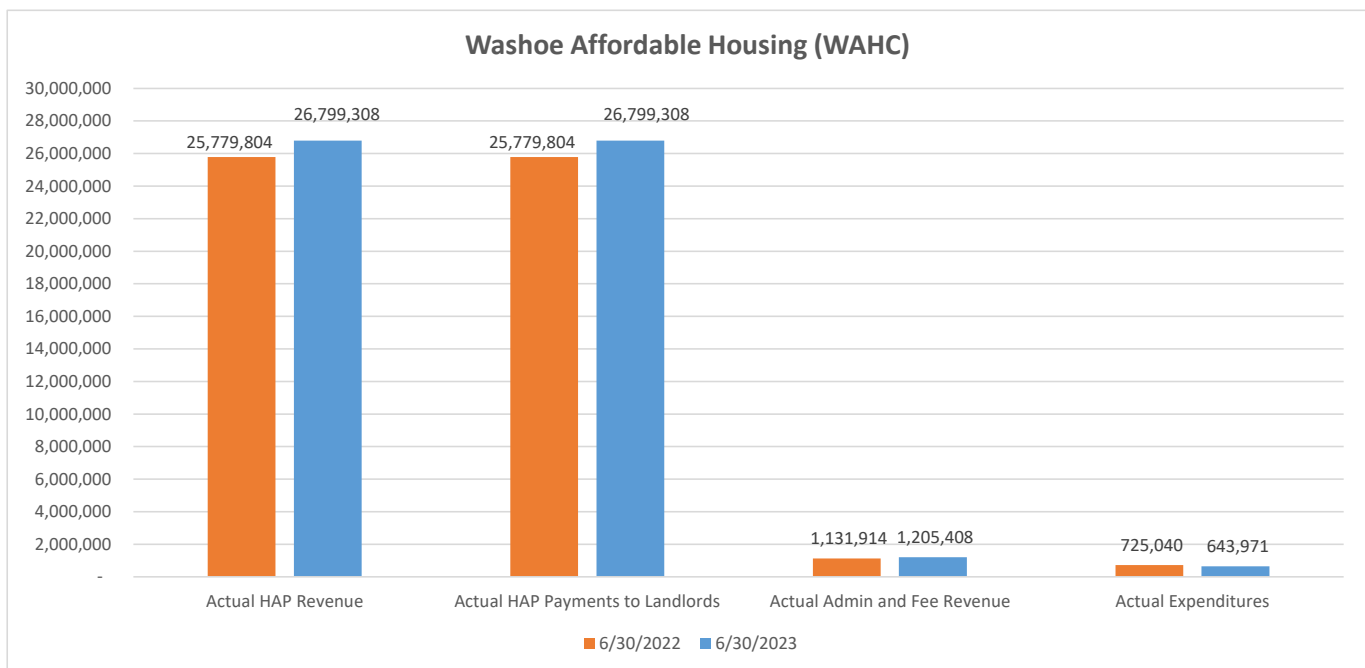
**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 12 MONTHS ENDED JUNE 30, 2023**

Business Activities	6/30/2023	6/30/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual Revenue	3,934,420	2,945,857	988,563	33.56%
Budgeted Revenue	4,097,478	3,223,632	873,846	27.11%
Actual Expenditures	1,711,984	1,788,206	(76,223)	-4.26%
Budgeted Expenditures	1,721,094	2,111,059	(389,965)	-18.47%
Actual Unrestricted Surplus (deficit)	2,222,436	1,157,650	1,064,786	91.98%



**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 12 MONTHS ENDED JUNE 30, 2023**

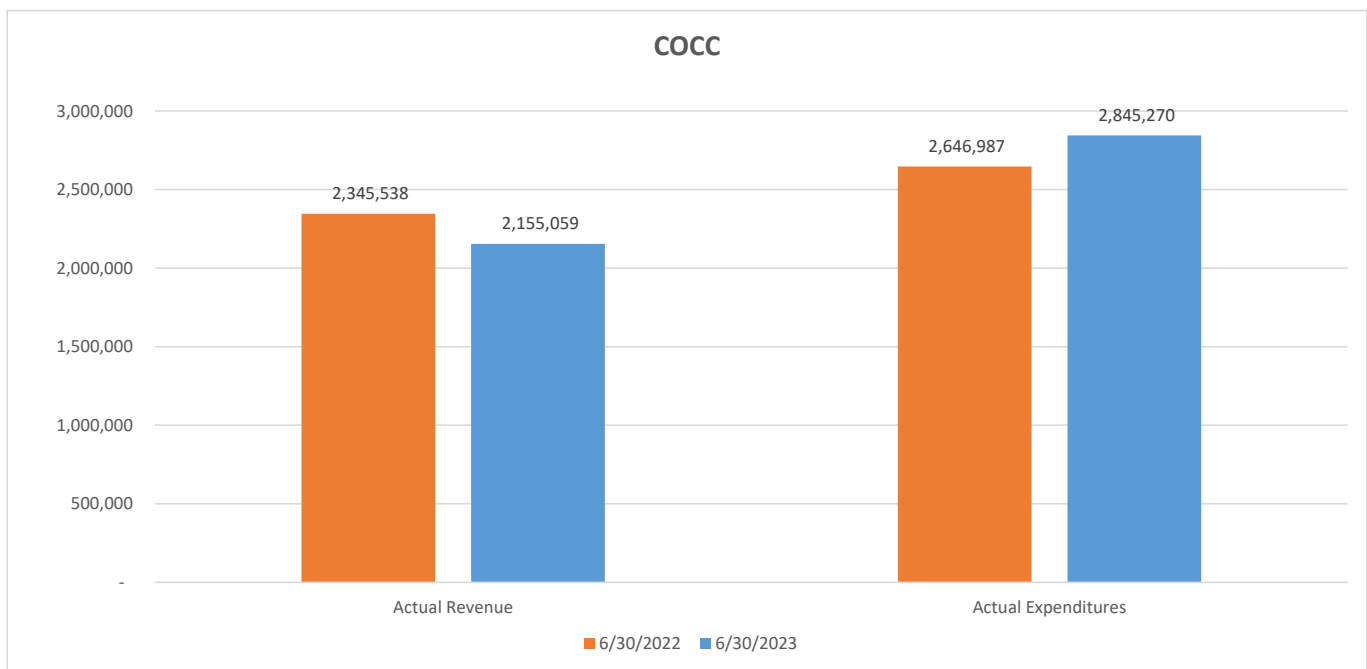
Washoe Affordable Housing (WAHC)	6/30/2023	6/30/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual HAP Revenue	26,799,308	25,779,804	1,019,504	3.95%
Budgeted HAP Revenue	25,737,290	26,635,356	(898,066)	-3.37%
Actual HAP Payments to Landlords	26,799,308	25,779,804	1,019,504	3.95%
Budgeted HAP Payments to Landlords	25,737,290	26,635,356	(898,066)	-3.37%
<i>HAP Surplus (Deficit)</i>	-	-	-	0.00%
Actual Admin and Fee Revenue	1,205,408	1,131,914	73,493	6.49%
Budgeted Admin and Fee Revenue	1,033,015	887,376	145,639	16.41%
Actual Expenditures	643,971	725,040	(81,069)	-11.18%
Budgeted Expenditures	707,558	674,112	33,446	4.96%
<i>Unrestricted Profit (Loss)</i>	<i>561,437</i>	<i>406,874</i>	154,563	37.99%
Actual compared to budget	561,437	406,874	154,563	37.99%





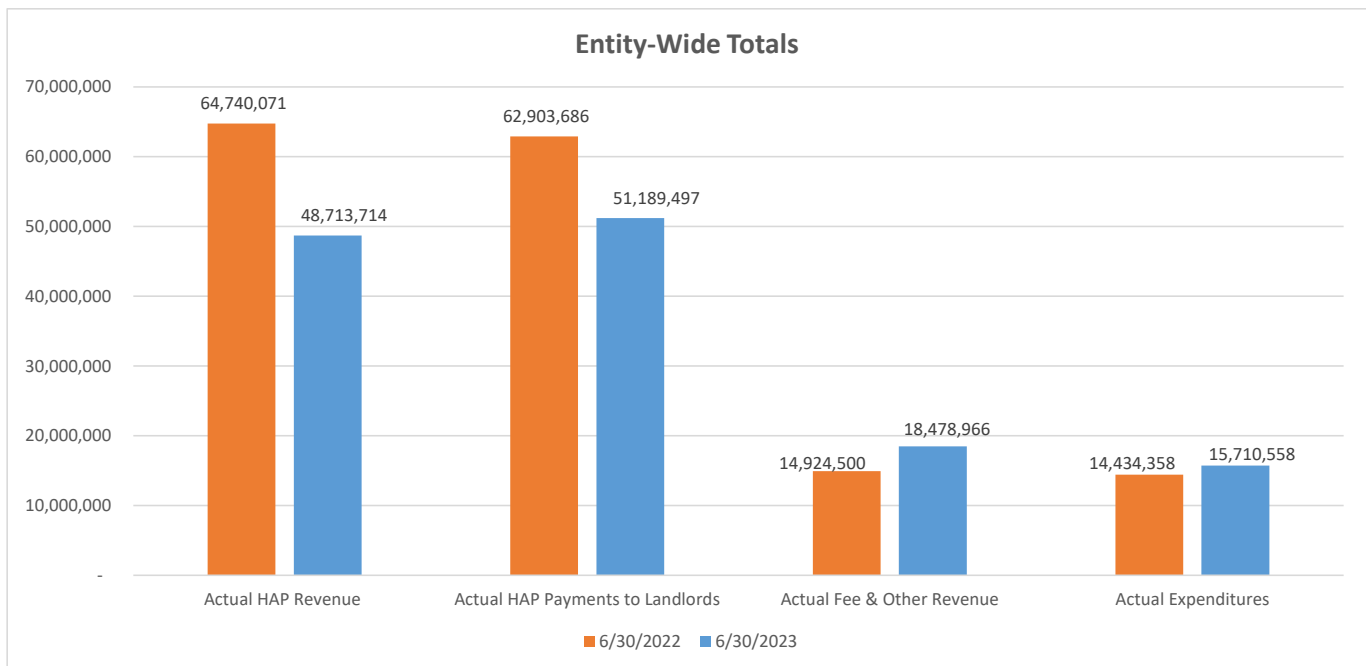
**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 12 MONTHS ENDED JUNE 30, 2023**

COCC	6/30/2023	6/30/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual Revenue	2,155,059	2,345,538	(190,479)	-8.12%
Budgeted Revenue	2,382,390	1,942,760	439,630	22.63%
Actual Expenditures	2,845,270	2,646,987	198,284	7.49%
Budgeted Expenditures	3,877,704	1,875,314	2,002,390	106.78%
Actual Unrestricted Surplus (deficit)	(690,211)	(301,449)	(388,762)	128.96%



**ENTITY-WIDE FINANCIAL REPORT  
FOR THE 12 MONTHS ENDED JUNE 30, 2023**

Entity-Wide Totals	6/30/2023	6/30/2022	Variance Favorable (Unfavorable)	Variance Percentage
Actual HAP Revenue	48,713,714	64,740,071	(16,026,357)	-24.75%
Budgeted HAP Revenue	51,329,894	67,906,627	(16,576,733)	-24.41%
Actual HAP Payments to Landlords	51,189,497	62,903,686	(11,714,189)	-18.62%
Budgeted HAP Payments to Landlords	50,962,206	65,465,273	(14,503,067)	-22.15%
<b>HAP Surplus (Deficit)</b>	<b>(2,475,783)</b>	<b>1,836,385</b>	<b>(4,312,168)</b>	<b>-234.82%</b>
Actual Fee & Other Revenue	18,478,966	14,924,500	3,554,466	23.82%
Budgeted Fee & Other Revenue	16,048,520	13,370,223	2,678,297	20.03%
Actual Expenditures	15,710,558	14,434,358	1,276,200	8.84%
Budgeted Expenditures	16,073,877	13,705,902	2,367,975	17.28%
<b>Unrestricted Profit (Loss)</b>	<b>2,768,408</b>	<b>490,142</b>	<b>2,278,266</b>	<b>464.82%</b>
<b>Actual Surplus (deficit)</b>	<b>292,625</b>	<b>2,326,527</b>	<b>(2,033,902)</b>	<b>-87.42%</b>



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

**SUBJECT:** Discussion and possible action to authorize the Executive Director to execute a contract with JK Architecture Engineering in the amount of \$487,535.00 for architectural services for the John McGraw Court and Silver Sage Court rehabilitation projects. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

**Background:**

RHA plans to undertake substantial rehabilitation at John McGraw Court and Silver Sage Court, with construction projected to start in the 3<sup>rd</sup> quarter of 2024. The initial scope of work includes:

**Site Improvements:**

- Removing and replacing sections of broken and deteriorated concrete curb,
- Replacing existing water isolation valves and PVC waterlines to each building, and
- Removing and replacing existing asphalt and type II aggregate base including striping and HC parking decals.

**Building Improvements:**

- New windows,
- Potential replacement of exterior siding with cement plaster,
- Various design & engineering improvements to kitchens, baths, and mechanical/electrical/plumbing systems.
- Full rehabilitation of the interior of the community building.

RHA will be self-developing this project and, to date, has secured \$4.5M in HMNI and HOME funds.

To begin the design phase of this project, RHA provided a preliminary scope of work and requested a proposal for architectural and engineering services from JK Architecture Engineering (JKAE). Development department staff held a Q&A session with the firm on April 25, 2023 and a site visit on May 10, 2023. Following this, JKAE provided a proposal for services with an estimated total fee of \$487,535.000. Support and services will last from project start through schematic design, design development, construction documents, agency review, bid support, and construction administration.

**Staff Recommendation:**

Staff recommends that the Board of Commissioners authorize the Executive Director to execute a contract with JK Architecture Engineering in the amount of \$487,535.00 for architectural services and rehabilitation of John McGraw Court and Silver Sage Court.



## PROPOSAL

Reno Housing Authority  
John McGraw Court & Silver Sage Apartments  
2455 Oravada Street, Reno, NV 89431

May 25, 2023

1311 N. McCarran Boulevard, Suite 103 | Sparks, NV 89431 | 775.507.7009 | [www.jkaedesign.com](http://www.jkaedesign.com)





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# Table of Contents

01	Cover Letter	03
02	Executive Summary	04
03	Project Team	05
04	Work Plan & Fee Proposal	07





Nestor Garcia & Coral Flores  
Housing Authority of the City of Reno  
1525 E 9th Street  
Reno, NV 89512

**RE: Proposal for the John McGraw Court & Silver Sage Apartments Project**

Dear Nestor and Coral,

JKAE is excited for the opportunity to support Reno Housing Authority with design services for the John McGraw Court & Silver Sage Apartments Project with professional architecture and engineering services. We have enjoyed our time engaging in discussions regarding your project and are thrilled with your vision and concept for expanding your affordable housing offerings in Reno. We know that our expertise and passion for this project will bring vision and enrichment to your design solutions.

We received your scope of services breakdowns in April and appreciated the question and answer session you had with us on April 25<sup>th</sup>. As a follow up to that session we scheduled and attended site visits with you to the project sites on May 10<sup>th</sup>. As a result of these visits and further design team discussion, we have developed this proposal which we believe will deliver the renovation design, engineering, and project support that the Reno Housing Authority is seeking.

Please accept this proposal and work plan as our initial point of departure to negotiate and tailor these further toward your desired objectives. We look forward to the opportunity for collaboration, accountability and achievement of your goals.

Best Regards,

Chris Vicencio, AIA, NCARB, LEED AP, DBIA  
Partner, Architectural Services  
chris@jkaedesign  
(530) 883-8155  
Architect, NV: # 7836

Ken Anderson, PE  
Principal, Civil Engineering Services  
ken@jkaedesign.com  
(775) 225-9409  
Professional Engineer, NV: # 015598





# Executive Summary

## About JK Architecture Engineering

JK Architecture Engineering (JKAE) is regional firm located in Reno/Sparks, Tahoe City, Auburn, and San Jose with a history of offering award-winning architectural and civil engineering services to our clients through expertise-driven design and leadership. We bring 40 years of Vision, Knowledge, and Achievements of successful architectural and engineering in new construction, modernization, and facility transformation projects. JKAE also has vast experience in affordable housing, multi-family housing, and residential housing. Our services include planning, design, and engineering throughout Northern Nevada (Reno, Sparks, Washoe County) and Northern California. With a team of over 40 engineers, architects, project managers, and designers, JKAE has the foundation to lead your projects to both a successful and efficient completion.

At JKAE, our mission is to **Imagine + Design + Build** environments that enrich the human experience. We are a collaborative team of architects and civil engineers who have passion and vision for imagining all housing environments. We provide value through innovative, purposeful, and sustainable design. We create memorable places of timeless quality while nurturing a tradition of individual, community, and global empowerment. Our team has assisted in the modernization/renovation of housing communities as well as new construction providing architectural and civil engineering services in the Reno/Sparks region as well as Northern California.

## Our Values

### PEOPLE + PURPOSE + DESIGN + INNOVATION

**People** | We value the engagement of all members of the team; from RHA staff, community members, local and state agencies of jurisdiction, contractors & design professionals. We are in the people business; building consensus and trust.

**Purpose** | We value our role and expertise to assist our clients in achieving their goals. We will align our effort in serving your purpose.

**Design** | We value how the physical environment can positively shape and support quality housing for community members throughout Washoe County. We balance social, environmental, and economic needs of each project to achieve a unique design solution.

**Innovation** | We value passion and expertise for high-quality, evidence-based design solutions. We understand the best solution balances the needs of today while providing the flexibility and adaptability to handle the needs of tomorrow.



# Project Team

JKAE is a team of experts that have dedicated their professional careers to engineering, architecture, and design. The strength of our team comes first with the trust and respect that has grown over decades of experience and working together. The individual relationships that exist within each team member are equally as strong connecting on a professional and personal level. Our team members are all local to Reno/Sparks where work will be performed for RHA.

## Reno Housing Authority

**Chris Vicencio**  
Partner in Charge

## JKAE Team

---

**Chris Vicencio**, AIA, NCARB, LEED AP, DBIA  
Architect of Record

**Ken Anderson**, PE  
Principal Civil Engineer

**Casey Snell**  
Project Manager

## Sub-Consultant Team

---

### Landscape Architecture

LA Studio Nevada  
Ryan Hansen, PLA, ASLA, ISA, CPSI

### Mechanical & Plumbing

SGF Engineering  
Sean Frey, PE, LEED AP

### Structural Engineering

McElhaney Structural Engineers  
Brett McElhaney, PE, SE

### Electrical, Low Voltage, Fire Alarm

PK Electrical  
Karen Purcell, PE

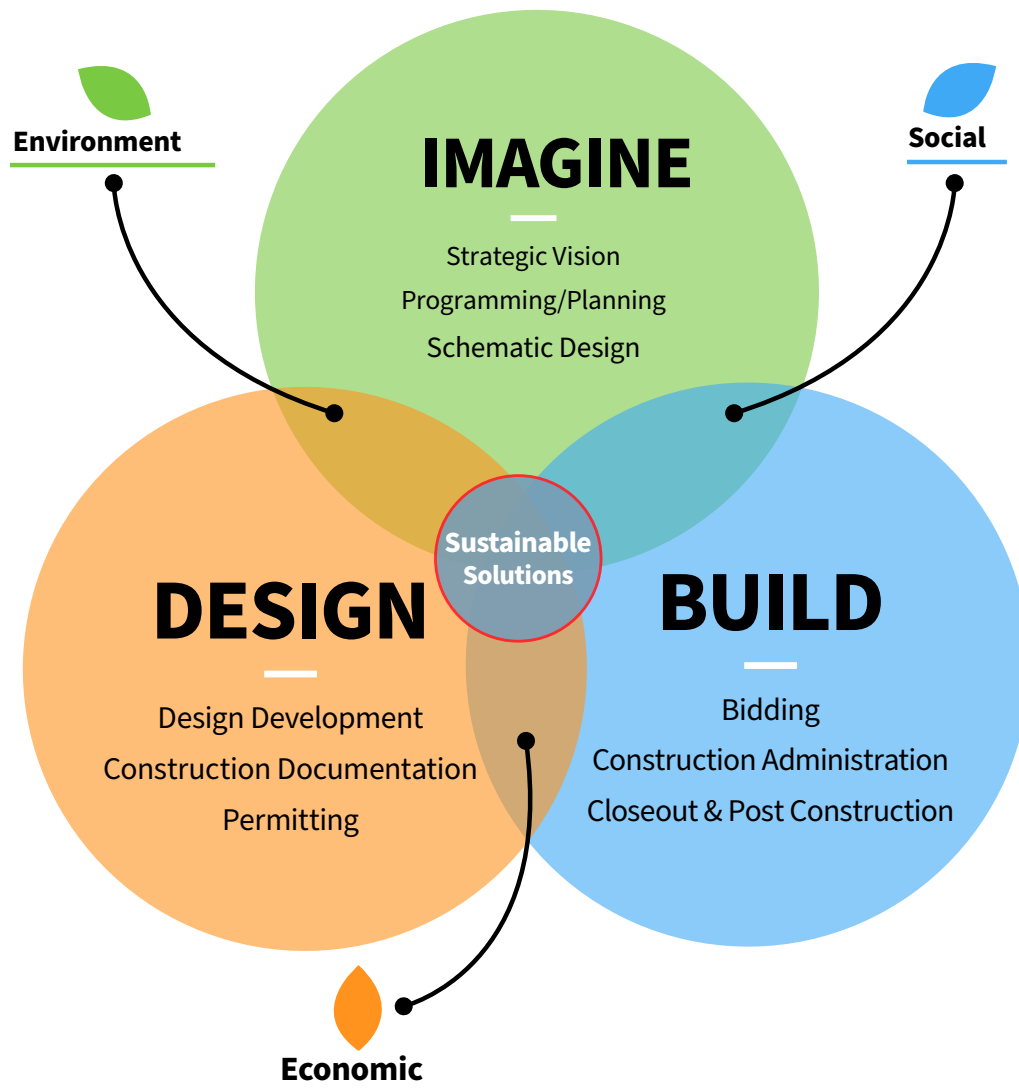


# Project Approach

## IMAGINE | DESIGN | BUILD

Good design has always been, and remains, a human desire and endeavor. It begins with a flash of creativity and is refined through a disciplined, interactive process that provides a journey to innovation and progress. We seek to understand what good design can do and how it can enrich the human experience based upon our client's unique vision and goals within the project's available funding.

Our clients range from individual homeowners to residential and commercial developers, school districts, community colleges, universities, as well as local, state, and federal government agencies. We prepare construction level improvement plans, specifications, and cost estimates for each project. We develop design reports or structural calculations and coordinate with agencies, planning departments, and consultants as needed.



# Work Plan & Fee Proposal

## General Scope of Work Description:

This project consists of site and building improvements including interior and exterior improvements. See attached **Exhibit A**, client-provided Scope of Work.

We propose for full-service Architectural planning and design services based on the Scope of Work document provided by Reno Housing Authority and attached as **Exhibit A**. The project consists of a site as shown in **Exhibit B** and a quantity of twelve (12) four (4) unit and one (1) two (2) unit single story style buildings as well as one community building/office. The total project budget is \$5.3M with a construction cost of approximately \$4.2M. The project will be under the design/bid/build delivery method. JK Architecture Engineering will be the Architects and overall design facilitators for the project with the JK Architecture Civil group as Civil Engineers. The other design/engineering consultants are detailed herein. Below is our anticipated scope of work and deliverables by phase.

### Site Improvements:

Site improvements include removing and replacing sections of broken and deteriorated concrete curb, removing and replacing existing water isolation valves and PVC waterlines to each building, and removing and replacing existing asphalt and type II aggregate base including striping and HC parking decals.

See attached Civil Engineering scope of services (**Exhibit C**).

**Building Improvements:** Building improvements include new windows, replacement of exterior siding with cement plaster as budget allows. Various other design & engineering improvements to kitchens, baths, and mechanical/electrical/plumbing systems are included. There will also be a full rehabilitation of the interior of the community building. See attached scope of work for more detailed information. This scope may be adjusted as required to fit the scope within the budget requirements of the project.

## PHASE 1

### SCHEMATIC DESIGN

- Review as-built and historical drawings and assess existing building and site systems. Assessment will generally be by visual observation. Client has offered to open up some walls, ceiling, and other areas to allow design team to view existing conditions where feasible.
- Schematic Design Phase Conceptual Design Studies, Virtual 3D Models/Renderings & Sketches.
- Schematic Design Phase Drawings; to be delivered via Sketchup / Autocad / Bluebeam overlay.
- Schematic Design Phase Basis of Design Document (coordinated with all consultant basis-of-design scopes of work).
- Meet with Agencies Having Jurisdiction (AHJs) for preliminary code feedback as necessary and document with meeting notes.
- Respond to client review comments.
- Cost estimating by others.

### DESIGN DEVELOPMENT

- DD level drawings in Revit/BIM and Civil 3D.
- DD level specifications.
- Respond to client review comments.
- Cost estimating by others.

### CONSTRUCTION DOCUMENTS & AGENCY REVIEW

- CD level drawings in Revit/BIM and Civil 3D.
- CD level specifications. Note that Division 0 front-end documents are to be provided to design team by client.
- Respond to client review comments.
- Cost estimating by others.
- Submittal of CD phase drawings and specifications to Agencies having Jurisdiction.
- Respond to plan review comments and attend back check meetings as required.

**BID SUPPORT**

- Assist RHA with bidding process.
- Attend pre-bid meeting.
- Response to bid RFIs.
- Issue bid addenda as necessary.
- Assist RHA with bid opening and review of bids.

**CONSTRUCTION ADMINISTRATION**

- Construction Administration support including, but not limited to, construction meeting attendance, RFI response, CCD processing, submittal reviews, and issuance of field directives.
- Review of progress applications for payment.
- Construction Administration Meeting Attendance. JKAE assumes weekly or bi weekly meeting attendance as necessary during various stages of construction.
- Project closeout will include initial and final punch list, operations & warranty review, and 1 year warranty site walk.

**PERMIT SUBMITTAL | MULTIPLE PERMIT SETS | INCREMENTAL CONSTRUCTION**

- We anticipate multiple sitework packages. See attached **Exhibit C**.
- The modernized building portion of the project is anticipated to be submitted in a single permit submittal.
- Construction is anticipated to occur incrementally to minimize disruption and relocation of existing residents.

**FEE | SCHEDULE**

In consideration of the above-referenced services, JKAE shall be compensated as per the following phased breakdown:

	<b>JOHN MCGRAW COURT</b>	<b>SILVER SAGE COURT</b>
<b>Schematic Design</b>	<b>\$ 51,191 (Fixed Fee)</b>	<b>\$ 21,939 (Fixed Fee)</b>
Schedule Duration	1.5 Months	1.5 Months
Client Review	0.5 Month	0.5 Month
<b>Design Development</b>	<b>\$ 68,255 (Fixed Fee)</b>	<b>\$ 29,252 (Fixed Fee)</b>
Schedule Duration	2.0 Months	2.0 Months
Client Review	0.5 Month	0.5 Month
<b>Construction Documents</b>	<b>\$ 102,383 (Fixed Fee)</b>	<b>\$ 43,878 (Fixed Fee)</b>
Schedule Duration	2.0 Months (client review concurrent)+	2.0 Months (client review concurrent)+
<b>Agency Review</b>	<b>\$ 27,302 (T&amp;M to Estimated Max)*</b>	<b>\$ 11,701 (T&amp;M to Estimated Max)*</b>
Schedule Duration	2-3 Months	2-3 Months
<b>Bid Support</b>	<b>\$ 17,064 (T&amp;M to Estimated Max)*</b>	<b>\$ 7,313 (T&amp;M to Estimated Max)*</b>
Schedule Duration	6 Weeks	6 Weeks
<b>Construction Administration</b>	<b>\$ 75,080 (T&amp;M to Estimated Max)*</b>	<b>\$ 32,177 (T&amp;M to Estimated Max)*</b>
Schedule Duration	10 Months	10 Months
<b>Sub Totals</b>	<b>\$ 341,275</b>	<b>\$ 146,260</b>
<b>TOTAL FEE</b>	<b>\$ 487,535</b>	

*\*Note: Fees for Agency Review thru Bid Support may vary depending on final number of permit packages and increments of construction. Schedule durations for Silver Sage may be able to be tightened up. We'd like to discuss with RHA as to how the Silver Sage package will be bundled with John McGraw Court.*

**\*Fee/Schedule Notes/Inclusions & Exclusions:****Included in Proposal/Fees:**

- Consultant Design and Engineering including for all phases outlined above:
  - Civil Engineering (JKAE)
  - Structural Engineering (McElhaney Structural Engineers)
  - Mechanical/Plumbing/Fire Sprinkler as required (SGF Engineering)
  - Electrical/Low Voltage/Fire Alarm (PK Electrical)
  - Landscape/Irrigation Design (LA Studio Nevada)
- All reimbursables such as travel/mileage/lodging/meals, daily copying, and phone charges. Travel for special purposes such as trips to projects or vendors outside our the Reno region would be on Time & Materials basis.
- Professional liability insurance coverage shall be maintained at \$1 Million per claim and \$2 Million aggregate.
- Electronic (PDF) copies of all deliverables.
- JKAE will provide the following as-built drawing: an electronic (PDF) fully posted record set overlaid on contractor-provided as-built drawings.
- Attendance at meetings in each phase, both in person and virtual where appropriate.

**Exclusions from Proposal/Fees:**

- Any additional scope of services not specifically outlined in this proposal.
- Environmental Planning
- Kitchen Design, Professional Cost Estimating, and Acoustical Design.
- Printing of progress or construction sets of drawings and specifications other than printing for internal JKAE use only.
- Services by Others; Geotechnical, Geohazard, Hazmat, and construction stormwater monitoring.
- LEED or Net Zero certification or LEED-equivalent evaluations or studies.
- Value Engineering and/or Redesign efforts after permit submittal.
- Site / Building Improvements outside of scope of work.
- Payment of all fees; permit or other local agencies, LEED, utility providers, etc.
- Design for owner-controlled allowances/contingencies/FF&E/Exhibit Design.
- If the scope, schedule, or budget increases beyond **\$4.2M**, then JKAE's and our consultant's fees, as well as schedule would be adjusted accordingly based on the added scope of work and/or associated construction cost.
- JKAE will grant Owner license to use, at its discretion, plans, including but not limited to drawings and specifications, that Architect or its Consultants, prepares or causes to be prepared. JKAE will maintain the copyright of all said documents to the extent allowed by NV statutes.

**FORM OF CONTRACT**

Should this proposal be acceptable to you, we will work with Reno Housing Authority to execute a contract in your standard form of agreement.

Thank you again for this opportunity to team with Reno Housing Authority! We look forward to delivering an amazing project for the Reno community!

**attachments.**

Exhibit A: RHA Scope of Work | John McGraw Court

Exhibit B: John McGraw Court Site Plan

Exhibit C: JKAE Civil Engineering Scope of Services

# Exhibit A



## Scope of Work John McGraw Court / Silver Sage Apartments

### SITE-WORK

- Remove and replace sections of broken and deteriorated concrete curb.
- Remove and replace existing water isolation valves and poly vinyl chloride (PVC) waterlines to each building including concrete removal and replacement.
- Remove and replace existing asphalt and type II aggregate base including striping and HC parking decals.

### STRUCTURES EXTERIOR (12 single level four-plex buildings- one duplex building- one community building)

- Remove and replace the existing asphalt shingle roofs and underlayment. Replace any deteriorated plywood sheathing including blocking as required.
- Remove and replace existing windows.
- Paint and repairs exterior siding or convert to stucco if budget allows.
- Paint fascia, drip edge, eaves, and exterior doors.

### KITCHENS

- Remove and replace all existing Light fixtures, electrical switches and plates, electrical outlet plugs and plates, plates, cable/tv cover plates only.
- Remove and replace existing interior baseboard, door casing and doors.
- Remove and replace kitchen sink, fixtures, waste and traps, braided steel water supply lines.
- Remove and replace countertops and cabinets.
- Remove vinyl flooring and underlayment and replace.
- Clean, patch and paint walls and ceiling 1-coat primer and 2-coats of paint.



### BATHS

- Remove and replace all existing Light fixtures, electrical switches and plates, electrical outlet plugs and plates, plates, cable/tv cover plates only.
- Remove and replace existing interior baseboard, door casing and doors.
- Remove and replace existing tub and surround, toilets lavatory sinks, fixtures, waste and traps, braided steel water supply lines.
- Remove and replace countertops and cabinets.
- Remove vinyl flooring and underlayment and replace.
- Clean, patch and paint walls and ceiling 1-coat primer and 2-coats of paint.

### LIVING AREAS/BEDROOMS/CLOSETS

- Remove and replace all existing Light fixtures, electrical switches and plates, electrical outlet plugs and plates, plates, cable/tv cover plates only.
- Remove and replace existing interior baseboard, door casing, and doors.
- Remove flooring and underlayment and replace.
- Clean, patch and paint walls and ceiling 1-coat primer and 2-coats of paint.

### SILVER SAGE APARTMENTS ONLY

- Remove and replace sixteen (16) existing tank water heaters. New water heaters will be Rinnai RU130 iN including a new isolation valve at each water heater.
- Remove and replace sixteen (16) existing Furnaces, condensers, and line-sets, Including condenser pads. Furnaces will be RUUD model# R962V0403A17M4S. Condensers will be RUUD model# RA15AZ24AJ3C.
- Remove the existing 3/4" gas mains from the meter to each unit and replace with code compliant sizing as required.



Development of Rental Housing Projects must comply with the Minimum Energy Efficiency Requirements specified in this section.

#### **A. General Building Performance**

Three options are provided to meet the program's energy conservation standard:

1. **Prescriptive Path Requirements-** Energy efficiency requirements equal to or greater than the U.S. EPA/DOE Energy Star Home Program or local Building Code in effect at the time of construction are prescribed for each applicable building component below. All minimum prescriptive requirements must be met for the building to meet the energy conservation standard.
2. **Trade-off Path Requirements-** Under certain conditions, trade-offs with applicable components may be made and all prescriptive measures may not be required to meet the energy conservation standard. Components eligible for Trade-off are limited to Insulation and Window/Skylight elements identified in the Building Envelope Requirements below. Trade-offs must be approved by the Building Department in the appropriate jurisdiction, as identified by REScheck or equivalent means, and verified by inspection and testing, as required.
3. **Performance Path Requirements-** The overall energy efficiency performance of the building can be modeled pre-construction by a certified professional using REM/Rate or equivalent software and verified by inspection and testing post construction. Energy efficiency performance equal to or greater than the requirement for overall Energy Star certification of the building at the time of construction is required to meet the energy conservation standard.

Projects funded and governed by the State of Nevada Qualified Allocation Plan (QAP) must meet the current Mandatory Energy Conservation Requirements identified by that program. In doing so, projects will be deemed to have also met the energy conservation standards of the WCHC.

#### **B. New Construction and Rehabilitation Projects**

The requirements for some building components (duct leakage, duct insulation, frame wall insulation, and air infiltration) differ for new construction and rehabilitation projects:

1. **New Construction-** The components specified must meet the minimum requirements identified (based on the 2009 International Energy Conservation Code) or local Building Code Requirements at the time of construction, whichever is greater.
2. **Rehabilitation Projects-** The components specified must meet local Building Code Requirements at the time of construction.



### C. Mechanical System Requirements

1. **Combustion Appliance Safety-** Existing external combustion appliances (furnace, DHW, etc.) inside conditioned space must be inspected by a certified professional for proper function and acceptable exhaust and combustion. If replaced, newly installed combustion furnaces inside conditioned space must be sealed (internal) combustion devices. If replaced, newly installed combustion domestic hot water heaters (DHW) must be power vented or direct power vented devices.
2. **Heating and Cooling Equipment-** If replaced, the minimum efficiency of newly installed equipment must be equal to or greater than the requirements below or the Energy Star Home program requirements at the time of construction, whichever is greater. Sizing and installation quality must meet applicable local Building Code requirements at the time of construction as specified by ACCA Manual J, or equivalent standards.

Heating and Cooling Equipment	Minimum Requirement
Conventional Forced Air Furnace- Gas	90 AFUE
Conventional Forced Air Furnace- Oil	85 AFUE
Boiler	85 AFUE
Electric Heater	Energy Star Qualified
Split System Central A/C	13 SEER
Room A/C	Energy Star Qualified

AFUE = Annual Fuel Utilization Efficiency

SEER = Seasonal Energy Efficiency Rating

3. **Programmable Thermostat-** Energy Star qualified seven-day programmable thermostat(s) with set-back capabilities for wake, day, evening, and night are required.
4. **Ventilation-** Must meet local Building Code requirements at the time of construction as specified by ACCA Manual J, ASHRAE 62.2, or equivalent standards.
5. **Duct Leakage-** Must meet the duct leakage testing requirements below for new construction or local Building Code requirements at the time of construction for rehabilitation projects. All accessible joints, seams, and connections must be substantially airtight with tapes, gaskets, mastics, or other approved closure systems. Tapes and mastics must be rated UL-181A or UL-181B.





Component- New Construction	Minimum Requirement
Duct Leakage to Outdoors	8 CFM25 per 100 sq ft
Total Duct Leakage	12 CFM25 per 100 sq ft

6. **Duct Insulation-** Must meet the requirements below for new construction or local Building Code requirements at the time of construction for rehabilitation projects based on scope of work and accessibility.

Component- New Construction	Minimum Requirement
Duct Insulation in unconditioned space	R-8
Duct Insulation in floor trusses	R-6

7. **Domestic Hot Water Heater (DHW)-** If replaced, the minimum efficiency of newly installed tank type domestic hot water heaters (DHW) must be equal to or greater than the requirements below or the Energy Star Home program requirements at the time of construction, whichever is greater. Installation quality must meet applicable Building Code requirements at the time of construction.

Tank Size (Gallons)	Minimum Energy Factor (EF)- Gas	Minimum Energy Factor (EF)- Oil	Minimum Energy Factor (EF)- Electric
30	0.63	0.55	0.94
40	0.61	0.53	0.93
50	0.59	0.51	0.92
60	0.57	0.49	0.90
70	0.55	0.47	0.90
80	0.53	0.45	0.89



8. **Circulating Hot Water Pipe Insulation-** Insulation on circulating hot water pipes in unconditioned space must meet the requirements below or local Building Code requirements at the time of construction, whichever is greater.

Component	Minimum Requirement
Boiler Pipe Insulation	R-3
DHW Pipe Insulation	R-2

9. **Exhaust and Ceiling Fans-** Energy Star qualified devices are required, if present.

#### **D. Building Envelope Requirements**

1. **Insulation-** Must meet the requirements below or local Building Code at the time of construction, whichever is greater. Eligible for Trade-off.

Insulation Component	Minimum Requirement
Attic/Ceiling	R-38
Frame Walls	R-20 or 13 + 5 (New Construction) R-19 or R-13 + 5 <sup>1</sup> (Rehabilitation)
Band Joist	R-13
Floors over crawl space/basement	R-30
Crawl space/basement walls	R-10 (Continuous), R-13 (Frame)
Slab foundation	R-10 (2 feet) <sup>2</sup>

<sup>1</sup>Required if the exterior siding is removed or insulation is exposed on an insulated wood-frame wall; insulation should be replaced with R-19 or R-5 sheathing insulation should be added to existing R-13 wall insulation.

<sup>2</sup>Required if an un-insulated slab foundation is exposed; R-10 sheathing insulation should be added a minimum of 2 feet below grade.



2. **Windows and Skylights-** If replaced, the minimum efficiency of newly installed windows or skylights must be equal to or greater than the requirements below or local Building Code requirements at the time of construction, whichever is greater. Eligible for Trade-off.

Component	Minimum Requirement
Window U-Factor	.30
Skylight U-Factor	.55

3. **Air Infiltration-** Must meet the air infiltration testing/inspection requirement below for new construction or local Building Code requirements at the time of construction for rehabilitation projects. All accessible joints, penetrations, and all other such openings in the building envelope that are sources of air leakage must be sealed.

Component- New Construction	Minimum Requirement
Rough-in Air Infiltration Blower Door Test	7 ACH50
Comprehensive Physical Inspection	2009 C Inspection Checklist

#### E. Lighting and Appliance Requirements

1. **High Efficacy (Efficiency) Lighting-** 75% or more of permanently installed lighting must be high efficacy CFL, LED, or pin-based varieties.
2. **Lighting Fixtures-** For lighting fixtures installed in unconditioned spaces (such as an attic), fixtures must be Type IC rated with enclosures sealed/gasketed or Type IC rated and ASTM E283 labeled. Airtight trim/baffles must be used if applicable to the fixture.
3. **Major Appliances-** Energy Star qualified appliances are required.



#### **F. Water Conservation Requirements**

1. **Plumbing Fixtures-** Must meet the requirements below or local Building Code requirements at the time of construction, whichever is greater.

Component	Minimum Requirement
Showerheads	2.0 gallons/minute
Faucets	1.5 gallons/minute
Toilets	1.6 gallons/flush

- G. Quality Assurance and Compliance-** Projects must meet all Building Code inspection requirements in the appropriate jurisdiction at the time of construction. In addition, specialized third-party testing will be required at the expense of the project sponsor/builder to validate compliance with these requirements. Applicable Building Department documents, a completed Washoe County HOME Consortium (WCHC) Energy Conservation Checklist, and applicable third-party inspection documents are required. Staff is currently in the process of identifying an inspection process and costs, which is an eligible project cost. If necessary, awards will be adjusted to address this issue.

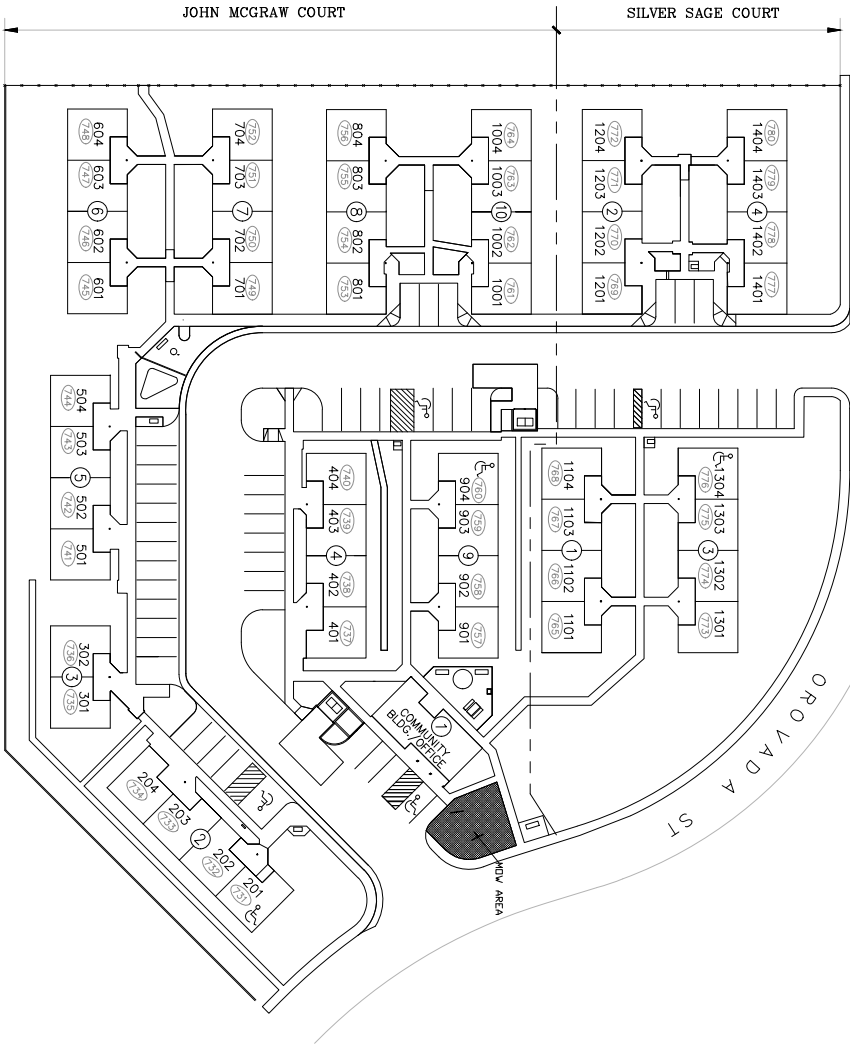
Required inspection and testing may include, but is not limited to, the following.

1. **Mechanical Systems-** Inspect and test systems for required installation quality, operation, and performance.
  - a. Heating and Cooling Equipment- Verification by combustion appliance safety testing, manufacturer's documentation of required energy efficiency rating, and physical inspection of installation.
  - b. Forced Air Duct Systems- Verification of duct leakage by duct blaster pressure testing and physical inspection of installation.
  - c. Thermostats- Verification by physical inspection.
  - d. Ventilation- Verification by blower door air infiltration testing.
  - e. Domestic Hot Water- Verification by combustion appliance safety testing, manufacturer's documentation of required energy efficiency rating, and physical inspection of installation.
  - f. Duct and Circulating Hot Water Pipe Insulation- Verified by physical inspection.



2. **Building Envelope-** Inspect and test components for required installation quality and performance.
    - a. Insulation- Verification by physical inspection to ensure required R-value, installation quality, and consistency.
    - b. Windows and Skylights- Documentation of NFRC ratings for windows/skylights for required U-value and physical inspection to confirm Low-E coatings are on the correct surface.
    - c. Air-infiltration- Verification by blower door air infiltration testing and completion of all required inspection checklists and other documentation.
  3. **Lighting and Appliances-** Inspect components for required installation quality, operation, and performance.
    - a. Lighting Efficacy (Efficiency) and Fixtures- Verification by physical inspection.
    - b. Major Appliances- Verification by physical inspection and manufacturer's documentation of Energy Star qualification.
  4. **Water Conservation-** Inspect components for required installation quality, operation, and performance.
    - a. Plumbing Fixtures- Verification by physical inspection and manufacturer's documentation of performance.
- H. Operations and Maintenance Requirements-** Building sponsors must provide a documented plan to ensure on-going operations and maintenance activities encourage energy efficiency beyond program investments. Elements of this plan should address the following requirements.
1. Mechanical equipment operation and periodic routine maintenance.
  2. Building envelope repair and other component repair or replacement.
  3. Maintenance and control of thermostat temperatures (Furnace, A/C, DHW, etc.).
  4. Common area lighting and other environmental controls.
  5. Other water conservation measures, including landscape irrigation, if any.
  6. Continued occupant health and safety measures.
  7. Effective tenant communication and training.

# Exhibit B



SHEET	SCALE	REV	DATE	DESCRIPTION	BY	APP'D	DESIGNED BY: D PLAYFORD
1	HORIZ: NTS						DRAWN BY: D PLAYFORD
OF	VERT: NTS						CHECKED BY: TO
1	JOB NO: JOBNO						DATE
	DWG PATH						

JOHN MCGRAW CT  
LAWN MAINTENANCE  
SERVICE CONTRACT

RENO      WASHOE      NEVADA

# Exhibit C

## JOHN MCGRAW APARTMENTS – CIVIL SCOPE (EXHIBIT C)

### PRE-DESIGN

This phase will include a site walk to identify existing concrete areas around the project site requiring removal and replacement. These are to include sidewalk, curb and gutter, valley gutter, and trash enclosure aprons. The areas requiring replacement will be marked with paint to allow for the survey to locate them for identification on the demolition plan.

### AERIAL & TOPOGRAPHIC MAPPING

Odyssey Engineering will be a sub-consultant to JKAE and will provide the following items:

- Aerial photogrammetry and a color digital orthophoto of the entire project site. Aerial Photogrammetry will include compilation of 1"=40' digital AutoCAD file with 1 foot contour interval mapping. Deliverables will consist of linework for top of curb, walkways, concrete surfaces, asphalt surfaces, fence lines, building overhang outlines, tree canopies, spot shots in native and non-landscaped areas and surface utilities as observed from the aerial photograph.
- Aerial planimetrics will be utilized to unify the individual topographic surfaces and to provide an overall existing conditions map of the project site.
- Prepare an as-built topographic map at 1 foot contour intervals within the subject property along the frontage of each building for the purposes of ADA and utility access.
- The as-built topographic map will include, but not limited to the following features: major building corners, finished floor elevation of the building/units, concrete stoops and walkways, sidewalk, top of curb, flowline, edge of pavement, top/toe and grade breaks of slopes, ground shots within native areas, fence lines and gates, concrete pads, and surface utilities and \*observed evidence of sub-surface utilities.
- Measurements will be provided at each ramp along said drive isle and will extend from back of sidewalk to the striping of the designated handicap stall.
- Topographic mapping will be based on the Nevada State Plane Coordinate System (NAD 83/94), and the North American Vertical Datum of 1988 (NAVD 88), City of Sparks Vertical Control Datum.

\* Observed evidence of sub-surface utilities may be existing USA dig markings, signage or markers. Sub-surface utilities may exist that cannot be located by a field survey such as, but not limited to: sewer laterals, fuel tanks, underground conduits, etc. This survey does not include underground utility locations, performed by others.

### CONSTRUCTION DRAWINGS

This scope of work will include preparation of Construction Documents required for both construction and plan approval processing through the City of Reno and Truckee Meadows Water Authority (TMWA). JKAE will prepare and submit Construction Documents for the on-site improvements including Title Sheet, Construction Notes, Sheet Key, Demolition Plan, Grading and Drainage Plan, Site, Parking & Paving Plan, Erosion Control Plan, and Construction Details. JKAE will also prepare and submit a Water Plan to TMWA for the installation of backflow prevention at all water meter locations on site.

It is not anticipated that a sanitary sewer report or hydrology study will be required, therefore, it has been excluded from this task.

This scope does not include Bid Phase work, Construction Administration work, or Agency Approvals processing. General project Administration is included. Discovery of unforeseen existing conditions may occur and could affect proposal assumptions. Any requested design revisions after work under this task begins will be charged on a Time and Materials basis.

### AGENCY REVIEW

In this phase, we will assist the Client in processing necessary documents for agency approvals and we will address questions, comments, and/or coordinate items stemming from plan review. This will include formal written responses to specific comments as well as revisions to the construction documents.

### BIDDING ASSISTANCE

The Client will select a General Contractor for the project. JKAE will assist the General Contractor with bid questions and coordination for obtaining final bids. This phase will occur simultaneously through the design phase process, engaging value-engineering and collaboration with the General Contractor toward the best value approach for your solution.

## CONSTRUCTION ADMINISTRATION

This phase of work would be to provide written or verbal responses to the contractor regarding engineering issues or information requests. These may include correspondence for the benefit of the Building/Engineering Department should they require approvals for work performed. JKAE does not act as a legal building inspector, nor interfere in the means and methods of construction that the general contractor would employ.

## ADDITIONAL SERVICES AS REQUESTED

JKAE will provide additional services and/or assistance as you, or your consultants may reasonably request. These services include, but are not limited to design change requests, coordination with consultants, or assistance with government agencies and processing the drawings/documents for a variance or similar. These additional services, which are not included in other phases as described herein, would be compensated on a Time and Materials (T&M) basis.

## QUALIFICATIONS

1. JKAE will:
  - a. Provide the required design information and drawing exhibits for the Client to process and attain all required approvals and City of Reno building permit
  - b. Construction Specifications will be included in the form of notes on the plans and not as a separate booklet format
  - c. Cost estimating required to determine agency review fees only
  - d. Perform at a minimum code required and as requested and/or professionally needed site observations during construction
  - e. Not be responsible for any inspections. All required verified testing, inspection, and commission to be performed by independent third-party qualified inspector(s)
2. Client shall provide:
  - a. A Geotechnical Report or any other required pre-construction environmental reports
  - b. Hazardous materials assessment and abatement (if required).
  - c. Payment of all related application, permit, agency, and filing fees directly to agency.
3. Additional services, if needed/required:
  - a. Any changes in scope of work, program, schedule or budget
  - b. Interior design services; including selection of interior finishes, plumbing fixtures, colors, light fixtures, or furnishings.
  - c. Public meetings with community or local agencies
  - d. Changing from single phase to multiple phases to facilitate construction
  - e. Post permit approval changes or value engineering revisions
  - f. Record drawings
4. Reimbursable items:
  - a. Additional printing and plotting costs outside of scope
  - b. Postage or shipping costs
  - c. Any items requested of Client outside of scope

## PROJECT SPECIFIC ASSUMPTIONS

1. Project excludes:
  - a. Any work not specifically addressed in the phases listed above
  - b. Boundary Survey information is not included but can provided as an additional service
  - c. Engineering technical reports attesting to hydrology, drainage, flooding, and site stability/retaining structures (rockery wall)
  - d. Landscape plans and/or irrigation design
  - e. Electrical/Lighting design
  - f. Structural services/design
2. Client's General Contractor will provide:
  - a. Cost estimates
  - b. Notice of Intent and Stormwater Pollution Prevention Plan (if required)



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

**SUBJECT:** Discussion and possible action to authorize the Executive Director to execute a contract with JK Architecture Engineering in the amount of \$840,430.00 for architectural services for the Stead Manor rehabilitation project. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

---

**Background:**

RHA plans to undertake substantial rehabilitation at Stead Manor with construction projected to start in the 3<sup>rd</sup> quarter of 2024. The initial scope of work includes:

**Site Improvements:**

- New playground equipment and landscaping, and signage.
- Upgraded parking to meet ADA standards.
- Replacement of existing 4" sewer main, service laterals, and clean out.

**Building Improvements:**

- New windows.
- Replacement of all brick and exterior siding with cement plaster.
- Replacement of all the asphalt shingle roofs, gutter/downspout replacement, and stair railing to meet building code requirements.
- Various design & engineering improvements to kitchens, baths, and mechanical/electrical/plumbing systems.
- Full rehabilitation of the interior of the community building.

RHA will be self-developing this project and, to date, has secured \$18M in HMNI funds.

To begin the design phase of this project, RHA provided a preliminary scope of work and requested a proposal for architectural and engineering services from JK Architecture and Services. Development department staff held a Q&A session with the firm on April 25<sup>th</sup> and a site visit on May 10<sup>th</sup>. Following this, JKAE provided a proposal for services with an estimated total fee of \$840,430. Support and services will last from project start through schematic design, design development, construction documents, agency review, bid support, and construction administration.

**Staff Recommendation:**

Staff recommends that the Board of Commissioners authorize the Executive Director to execute a contract with JK Architecture Engineering in the amount of \$840,430 for architectural services and rehabilitation of Stead Manor.



## PROPOSAL

Reno Housing Authority  
Stead Manor Apartments

May 25, 2023

1311 N. McCarran Boulevard, Suite 103 | Sparks, NV 89431 | 775.507.7009 | [www.jkaedesign.com](http://www.jkaedesign.com)





*Connect with us!*

# Table of Contents

01	Cover Letter	03
02	Executive Summary	04
03	Project Team	05
04	Work Plan & Fee Proposal	07



Nestor Garcia & Coral Flores  
Housing Authority of the City of Reno  
1525 E 9th Street  
Reno, NV 89512

**RE: Proposal for the Stead Manor Apartments Project**

Dear Nestor and Coral,

JKAE is excited for the opportunity to support Reno Housing Authority with design services for the Stead Manor Apartments Project with professional architecture and engineering services. We have enjoyed our time engaging in discussions regarding your project and are thrilled with your vision and concept for expanding your affordable housing offerings in Reno. We know that our expertise and passion for this project will bring vision and enrichment to your design solutions.

We received your scope of services breakdowns in April and appreciated the question and answer session you had with us on April 25<sup>th</sup>. As a follow up to that session we scheduled and attended site visits with you to the project sites on May 10<sup>th</sup>. As a result of these visits and further design team discussion, we have developed this proposal which we believe will deliver the renovation design, engineering, and project support that the Reno Housing Authority is seeking.

Please accept this proposal and work plan as our initial point of departure to negotiate and tailor these further toward your desired objectives. We look forward to the opportunity for collaboration, accountability and achievement of your goals.

Best Regards,



Chris Vicencio, AIA, NCARB, LEED AP, DBIA  
Partner, Architectural Services  
chris@jkaedesign  
(530) 883-8155  
Architect, NV: # 7836



Ken Anderson, PE  
Principal, Civil Engineering Services  
ken@jkaedesign.com  
(775) 225-9409  
Professional Engineer, NV: # 015598





# Executive Summary

## About JK Architecture Engineering

JK Architecture Engineering (JKAE) is regional firm located in Reno/Sparks, Tahoe City, Auburn, and San Jose with a history of offering award-winning architectural and civil engineering services to our clients through expertise-driven design and leadership. We bring 40 years of Vision, Knowledge, and Achievements of successful architectural and engineering in new construction, modernization, and facility transformation projects. JKAE also has vast experience in affordable housing, multi-family housing, and residential housing. Our services include planning, design, and engineering throughout Northern Nevada (Reno, Sparks, Washoe County) and Northern California. With a team of over 40 engineers, architects, project managers, and designers, JKAE has the foundation to lead your projects to both a successful and efficient completion.

At JKAE, our mission is to **Imagine + Design + Build** environments that enrich the human experience. We are a collaborative team of architects and civil engineers who have passion and vision for imagining all housing environments. We provide value through innovative, purposeful, and sustainable design. We create memorable places of timeless quality while nurturing a tradition of individual, community, and global empowerment. Our team has assisted in the modernization/renovation of housing communities as well as new construction providing architectural and civil engineering services in the Reno/Sparks region as well as Northern California.

## Our Values

### PEOPLE + PURPOSE + DESIGN + INNOVATION

**People** | We value the engagement of all members of the team; from RHA staff, community members, local and state agencies of jurisdiction, contractors & design professionals. We are in the people business; building consensus and trust.

**Purpose** | We value our role and expertise to assist our clients in achieving their goals. We will align our effort in serving your purpose.

**Design** | We value how the physical environment can positively shape and support quality housing for community members throughout Washoe County. We balance social, environmental, and economic needs of each project to achieve a unique design solution.

**Innovation** | We value passion and expertise for high-quality, evidence-based design solutions. We understand the best solution balances the needs of today while providing the flexibility and adaptability to handle the needs of tomorrow.



# Project Team

JKAE is a team of experts that have dedicated their professional careers to engineering, architecture, and design. The strength of our team comes first with the trust and respect that has grown over decades of experience and working together. The individual relationships that exist within each team member are equally as strong connecting on a professional and personal level. Our team members are all local to Reno/Sparks where work will be performed for RHA.

## Reno Housing Authority

**Chris Vicencio**  
Partner in Charge

## JKAE Team

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**Chris Vicencio**, AIA, NCARB, LEED AP, DBIA  
Architect of Record

**Ken Anderson**, PE  
Principal Civil Engineer

**Casey Snell**  
Project Manager

## Sub-Consultant Team

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### Landscape Architecture

LA Studio Nevada  
Ryan Hansen, PLA, ASLA, ISA, CPSI

### Mechanical & Plumbing

SGF Engineering  
Sean Frey, PE, LEED AP

### Structural Engineering

McElhaney Structural Engineers  
Brett McElhaney, PE, SE

### Electrical, Low Voltage, Fire Alarm

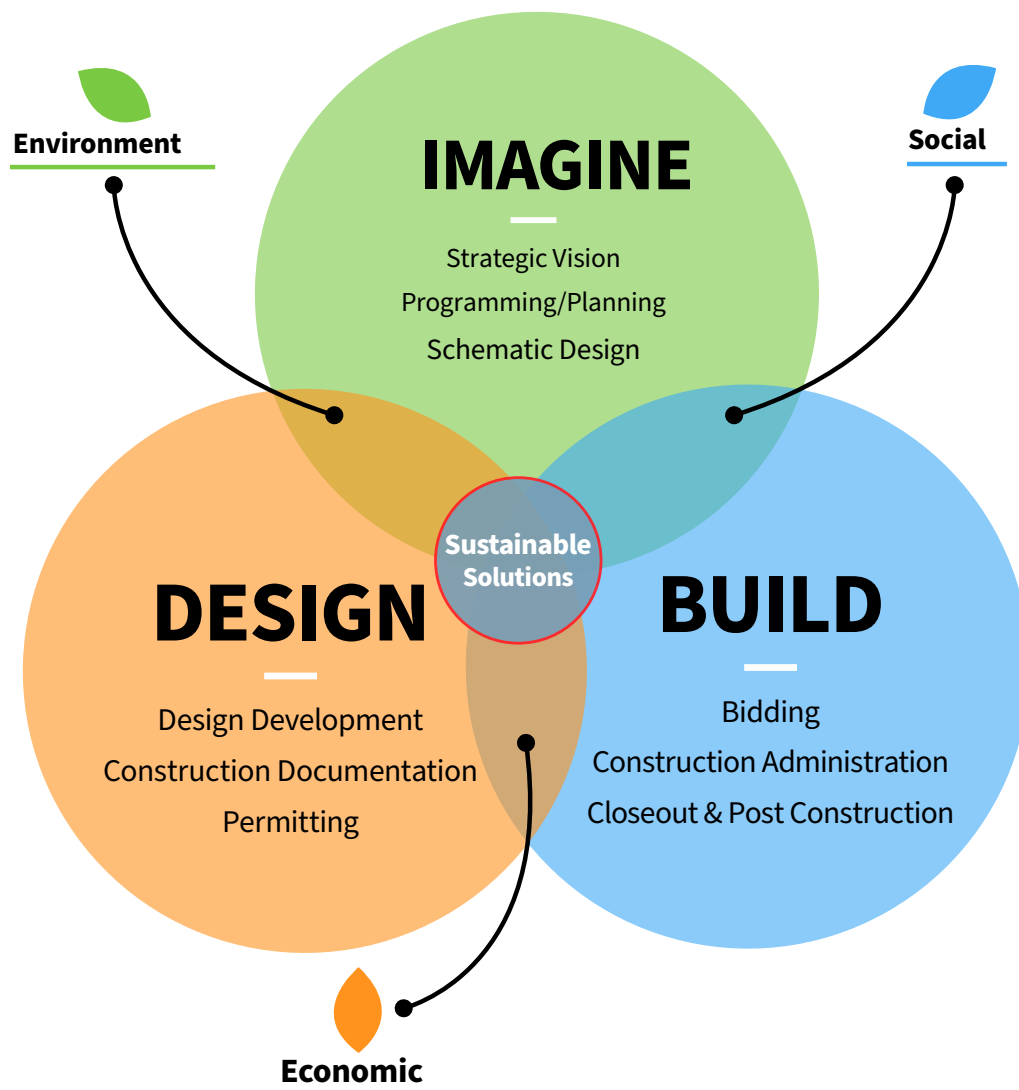
PK Electrical  
Karen Purcell, PE

# Project Approach

## IMAGINE | DESIGN | BUILD

Good design has always been, and remains, a human desire and endeavor. It begins with a flash of creativity and is refined through a disciplined, interactive process that provides a journey to innovation and progress. We seek to understand what good design can do and how it can enrich the human experience based upon our client's unique vision and goals within the project's available funding.

Our clients range from individual homeowners to residential and commercial developers, school districts, community colleges, universities, as well as local, state, and federal government agencies. We prepare construction level improvement plans, specifications, and cost estimates for each project. We develop design reports or structural calculations and coordinate with agencies, planning departments, and consultants as needed.



# Work Plan & Fee Proposal

## General Scope of Work Description:

This project consists of site and building improvements including interior and exterior improvements. See attached **Exhibit A**, client-provided Scope of Work.

We propose for full-service Architectural planning and design services based on the Scope of Work document provided by Reno Housing Authority and attached as **Exhibit A**. The project consists of a site as shown in **Exhibit B** and a quantity of ten (10) six (6) unit walk-up style buildings with associated single story ADA units or maintenance/laundry/storage units as well as one community building. The total project budget is \$18M with a construction cost of approximately \$14.4M. The project will be under the design/bid/build delivery method. JK Architecture Engineering will be the Architects and overall design facilitators for the project with the JK Architecture Civil group as Civil Engineers. The other design/engineering consultants are detailed herein. Below is our anticipated scope of work and deliverables by phase.

### Site Improvements:

Site improvements include new playground equipment and landscaping, new monument signage, upgraded parking to meet ADA standards, and replacement of existing 4" transite sewer main, service laterals, and clean out.

See attached Civil Engineering scope of services (**Exhibit C**).

**Building Improvements:** Building improvements include new windows, replacement of all brick and exterior siding with cement plaster, replacement of all the asphalt shingle roofs and gutter/downspout replacement, as well as stair railing replacement to meet building code requirements. Various other design & engineering improvements to kitchens, baths, and mechanical/electrical/plumbing systems are included. There will also be a full rehabilitation of the interior of the community building. See attached scope of work for more detailed information. This scope may be adjusted as required to fit the scope within the budget requirements of the project.

## PHASE 1

### SCHEMATIC DESIGN

- Review as-built and historical drawings and assess existing building and site systems. Assessment will generally be by visual observation. Client has offered to open up some walls, ceiling, and other areas to allow design team to view existing conditions where feasible.
- Schematic Design Phase Conceptual Design Studies, Virtual 3D Models/Renderings & Sketches.
- Schematic Design Phase Drawings; to be delivered via Sketchup / Autocad / Bluebeam overlay.
- Schematic Design Phase Basis of Design Document (coordinated with all consultant basis-of-design scopes of work).
- Meet with Agencies Having Jurisdiction (AHJs) for preliminary code feedback as necessary and document with meeting notes.
- Respond to client review comments.
- Cost estimating by others.

### DESIGN DEVELOPMENT

- DD level drawings in Revit/BIM and Civil 3D.
- DD level specifications.
- Respond to client review comments.
- Cost estimating by others.

### CONSTRUCTION DOCUMENTS & AGENCY REVIEW

- CD level drawings in Revit/BIM and Civil 3D.
- CD level specifications. Note that Division 0 front-end documents are to be provided to design team by client.
- Respond to client review comments.
- Cost estimating by others.
- Submittal of CD phase drawings and specifications to Agencies having Jurisdiction.
- Respond to plan review comments and attend back check meetings as required.



**BID SUPPORT**

- Assist RHA with bidding process.
- Attend pre-bid meeting.
- Response to bid RFIs.
- Issue bid addenda as necessary.
- Assist RHA with bid opening and review of bids.

**CONSTRUCTION ADMINISTRATION**

- Construction Administration support including, but not limited to, construction meeting attendance, RFI response, CCD processing, submittal reviews, and issuance of field directives.
- Review of progress applications for payment.
- Construction Administration Meeting Attendance. JKAE assumes weekly or bi weekly meeting attendance as necessary during various stages of construction.
- Project closeout will include initial and final punch list, operations & warranty review, and 1 year warranty site walk.

**PERMIT SUBMITTAL | MULTIPLE PERMIT SETS | INCREMENTAL CONSTRUCTION**

- We anticipate multiple sitework packages. See attached **Exhibit C**.
- The modernized building portion of the project is anticipated to be submitted in a single permit submittal.
- Construction is anticipated to occur incrementally to minimize disruption and relocation of existing residents.

**FEE | SCHEDULE**

In consideration of the above-referenced services, JKAE shall be compensated as per the following phased breakdown:

<b>Schematic Design</b>	<b>\$ 126,065 (Fixed Fee)</b>
Schedule Duration	1.5 Months
Client Review	0.5 Month
<b>Design Development</b>	<b>\$168,086 (Fixed Fee)</b>
Schedule Duration	2.5 Months
Client Review	0.5 Month
<b>Construction Documents</b>	<b>\$252,129 (Fixed Fee)</b>
Construction Documents Schedule Duration	2.0 Months
Agency Review Schedule Duration	2.0 Months (client review concurrent)
<b>Agency Review</b>	<b>\$ 67,234 (T&amp;M to Estimated Max)*</b>
Schedule Duration	2-3 Months
<b>Bid Support</b>	<b>\$ 42,022 (T&amp;M to Estimated Max)*</b>
Schedule Duration	6 Weeks
<b>Construction Administration</b>	<b>\$ 184,895 (T&amp;M to Estimated Max)*</b>
Schedule Duration	12 Months
<b>Total Fee</b>	<b>\$ 840,430</b>

*\*Note: Fees for Agency Review thru Bid Support may vary depending on final number of permit packages and increments of construction.*

**\*Fee/Schedule Notes/Inclusions & Exclusions:****Included in Proposal/Fees:**

- Consultant Design and Engineering including for all phases outlined above:
  - Civil Engineering (JKAE)
  - Structural Engineering (McElhaney Structural Engineers)
  - Mechanical/Plumbing/Fire Sprinkler as required (SGF Engineering)
  - Electrical/Low Voltage/Fire Alarm (PK Electrical)
  - Landscape/Irrigation Design (LA Studio Nevada)
- All reimbursables such as travel/mileage/lodging/meals, daily copying, and phone charges. Travel for special purposes such as trips to projects or vendors outside our the Reno region would be on Time & Materials basis.
- Professional liability insurance coverage shall be maintained at \$1 Million per claim and \$2 Million aggregate.
- Electronic (PDF) copies of all deliverables.
- JKAE will provide the following as-built drawing: an electronic (PDF) fully posted record set overlaid on contractor-provided as-built drawings.
- Attendance at meetings in each phase, both in person and virtual where appropriate.

**Exclusions from Proposal/Fees:**

- Any additional scope of services not specifically outlined in this proposal.
- Environmental Planning
- Kitchen Design, Professional Cost Estimating, and Acoustical Design.
- Printing of progress or construction sets of drawings and specifications other than printing for internal JKAE use only.
- Services by Others; Geotechnical, Geohazard, Hazmat, and construction stormwater monitoring.
- LEED or Net Zero certification or LEED-equivalent evaluations or studies.
- Value Engineering and/or Redesign efforts after permit submittal.
- Site / Building Improvements outside of scope of work.
- Payment of all fees; permit or other local agencies, LEED, utility providers, etc.
- Design for owner-controlled allowances/contingencies/FF&E/Exhibit Design.
- If the scope, schedule, or budget increases beyond **\$14.4M**, then JKAE's and our consultant's fees, as well as schedule would be adjusted accordingly based on the added scope of work and/or associated construction cost.
- JKAE will grant Owner license to use, at its discretion, plans, including but not limited to drawings and specifications, that Architect or its Consultants, prepares or causes to be prepared. JKAE will maintain the copyright of all said documents to the extent allowed by NV statutes.

**FORM OF CONTRACT**

Should this proposal be acceptable to you, we will work with Reno Housing Authority to execute a contract in your standard form of agreement.

Thank you again for this opportunity to team with Reno Housing Authority! We look forward to delivering an amazing project for the Reno community!

**attachments.**

Exhibit A: RHA Scope of Work | Stead Manor

Exhibit B: Stead Manor Site Plan

Exhibit C: JKAE Civil Engineering Scope of Services

# Exhibit A



## Scope of Work Stead Manor

### SITE IMPROVEMENTS

- Remove and replace existing patio Trex enclosure with new 4- foot Iron fence.
- Remove and replace existing playground equipment.
- Install new landscaping in all areas affected by construction.
- Install new monument identification sign at property.
- Meet ADA standards for parking requirements.
- Replace existing 4" transite sewer main, service laterals, and clean outs with SDR35.

### STRUCTURES EXTERIOR

- Remove and replace existing stair railing to meet current code.
- Remove and replace existing windows.
- All units shall be insulated to meet current code for insulation.
- Remove and replace all exterior brick and siding with new stucco. (Alternate: Replace all existing brick with new stone veneer.)
- Remove and replace the existing asphalt shingle roofs and underlayment. Replace any deteriorated plywood sheeting including blocking as required.
- Remove and replace gutters and downspouts.

### STRUCTURES INTERIOR

- Remove and replace existing interior baseboard, door casing and doors.
- Remove and replace existing drywall including all walls and ceilings.
- Paint with one-coat of primer and two coats of paint.

### KITCHENS

- Remove and replace existing kitchen cabinets and include new countertops.
- Remove and replace all water supply lines, shut-offs, faucets, and valves.



### BATHS

- Install new energy star ceiling mount bathroom exhaust fans.
- Remove and replace existing tub and surround, toilets lavatory sinks, fixtures, waste and traps, braided steel water supply lines.
- Remove and replace complete interior sewer system including piping, venting, connections, hardware, and every waste line and drain receptacle required.

### LIVING AREAS/BEDROOMS/CLOSETS

- Remove and replace flooring. Floor shall consist of vinyl plank flooring. All vinyl flooring and subfloor that contains asbestos shall be removed and discarded.
- All designated handicap units shall be upgraded to comply with full ADA standard requirements.
- Install new audio/visual smoke detectors with battery backup.
- Install new GFI's and energy efficient lighting including exterior wall mounted lighting at both entries if not currently energy efficient.

### MECHANICAL SYSTEMS

- Install new energy star tankless water heaters.
- Remove and replace existing gas supply lines.
- Replace existing gas furnaces with energy efficient/ energy star equipment with condensing units and new programmable thermostats.
- Remove and replace all flexible duct pipe and plenum boxes.

### COMMUNITY BUILDING

- Fully rehab the interior of the Community Building.



Development of Rental Housing Projects must comply with the Minimum Energy Efficiency Requirements specified in this section.

#### **A. General Building Performance**

Three options are provided to meet the program's energy conservation standard:

1. **Prescriptive Path Requirements-** Energy efficiency requirements equal to or greater than the U.S. EPA/DOE Energy Star Home Program or local Building Code in effect at the time of construction are prescribed for each applicable building component below. All minimum prescriptive requirements must be met for the building to meet the energy conservation standard.
2. **Trade-off Path Requirements-** Under certain conditions, trade-offs with applicable components may be made and all prescriptive measures may not be required to meet the energy conservation standard. Components eligible for Trade-off are limited to Insulation and Window/Skylight elements identified in the Building Envelope Requirements below. Trade-offs must be approved by the Building Department in the appropriate jurisdiction, as identified by REScheck or equivalent means, and verified by inspection and testing, as required.
3. **Performance Path Requirements-** The overall energy efficiency performance of the building can be modeled pre-construction by a certified professional using REM/Rate or equivalent software and verified by inspection and testing post construction. Energy efficiency performance equal to or greater than the requirement for overall Energy Star certification of the building at the time of construction is required to meet the energy conservation standard.

Projects funded and governed by the State of Nevada Qualified Allocation Plan (QAP) must meet the current Mandatory Energy Conservation Requirements identified by that program. In doing so, projects will be deemed to have also met the energy conservation standards of the WCHC.

#### **B. New Construction and Rehabilitation Projects**

The requirements for some building components (duct leakage, duct insulation, frame wall insulation, and air infiltration) differ for new construction and rehabilitation projects:

1. **New Construction-** The components specified must meet the minimum requirements identified (based on the 2009 International Energy Conservation Code) or local Building Code Requirements at the time of construction, whichever is greater.
2. **Rehabilitation Projects-** The components specified must meet local Building Code Requirements at the time of construction.



### C. Mechanical System Requirements

1. **Combustion Appliance Safety-** Existing external combustion appliances (furnace, DHW, etc.) inside conditioned space must be inspected by a certified professional for proper function and acceptable exhaust and combustion. If replaced, newly installed combustion furnaces inside conditioned space must be sealed (internal) combustion devices. If replaced, newly installed combustion domestic hot water heaters (DHW) must be power vented or direct power vented devices.
2. **Heating and Cooling Equipment-** If replaced, the minimum efficiency of newly installed equipment must be equal to or greater than the requirements below or the Energy Star Home program requirements at the time of construction, whichever is greater. Sizing and installation quality must meet applicable local Building Code requirements at the time of construction as specified by ACCA Manual J, or equivalent standards.

Heating and Cooling Equipment	Minimum Requirement
Conventional Forced Air Furnace- Gas	90 AFUE
Conventional Forced Air Furnace- Oil	85 AFUE
Boiler	85 AFUE
Electric Heater	Energy Star Qualified
Split System Central A/C	13 SEER
Room A/C	Energy Star Qualified

AFUE = Annual Fuel Utilization Efficiency

SEER = Seasonal Energy Efficiency Rating

3. **Programmable Thermostat-** Energy Star qualified seven-day programmable thermostat(s) with set-back capabilities for wake, day, evening, and night are required.
4. **Ventilation-** Must meet local Building Code requirements at the time of construction as specified by ACCA Manual J, ASHRAE 62.2, or equivalent standards.
5. **Duct Leakage-** Must meet the duct leakage testing requirements below for new construction or local Building Code requirements at the time of construction for rehabilitation projects. All accessible joints, seams, and connections must be substantially airtight with tapes, gaskets, mastics, or other approved closure systems. Tapes and mastics must be rated UL-181A or UL-181B.



Component- New Construction	Minimum Requirement
Duct Leakage to Outdoors	8 CFM25 per 100 sq ft
Total Duct Leakage	12 CFM25 per 100 sq ft

6. **Duct Insulation-** Must meet the requirements below for new construction or local Building Code requirements at the time of construction for rehabilitation projects based on scope of work and accessibility.

Component- New Construction	Minimum Requirement
Duct Insulation in unconditioned space	R-8
Duct Insulation in floor trusses	R-6

7. **Domestic Hot Water Heater (DHW)-** If replaced, the minimum efficiency of newly installed tank type domestic hot water heaters (DHW) must be equal to or greater than the requirements below or the Energy Star Home program requirements at the time of construction, whichever is greater. Installation quality must meet applicable Building Code requirements at the time of construction.

Tank Size (Gallons)	Minimum Energy Factor (EF)- Gas	Minimum Energy Factor (EF)- Oil	Minimum Energy Factor (EF)- Electric
30	0.63	0.55	0.94
40	0.61	0.53	0.93
50	0.59	0.51	0.92
60	0.57	0.49	0.90
70	0.55	0.47	0.90
80	0.53	0.45	0.89



8. **Circulating Hot Water Pipe Insulation-** Insulation on circulating hot water pipes in unconditioned space must meet the requirements below or local Building Code requirements at the time of construction, whichever is greater.

Component	Minimum Requirement
Boiler Pipe Insulation	R-3
DHW Pipe Insulation	R-2

9. **Exhaust and Ceiling Fans-** Energy Star qualified devices are required, if present.

#### **D. Building Envelope Requirements**

1. **Insulation-** Must meet the requirements below or local Building Code at the time of construction, whichever is greater. Eligible for Trade-off.

Insulation Component	Minimum Requirement
Attic/Ceiling	R-38
Frame Walls	R-20 or 13 + 5 (New Construction) R-19 or R-13 + 5 <sup>1</sup> (Rehabilitation)
Band Joist	R-13
Floors over crawl space/basement	R-30
Crawl space/basement walls	R-10 (Continuous), R-13 (Frame)
Slab foundation	R-10 (2 feet) <sup>2</sup>

<sup>1</sup>Required if the exterior siding is removed or insulation is exposed on an insulated wood-frame wall; insulation should be replaced with R-19 or R-5 sheathing insulation should be added to existing R-13 wall insulation.

<sup>2</sup>Required if an un-insulated slab foundation is exposed; R-10 sheathing insulation should be added a minimum of 2 feet below grade.





2. **Windows and Skylights-** If replaced, the minimum efficiency of newly installed windows or skylights must be equal to or greater than the requirements below or local Building Code requirements at the time of construction, whichever is greater. Eligible for Trade-off.

Component	Minimum Requirement
Window U-Factor	.30
Skylight U-Factor	.55

3. **Air Infiltration-** Must meet the air infiltration testing/inspection requirement below for new construction or local Building Code requirements at the time of construction for rehabilitation projects. All accessible joints, penetrations, and all other such openings in the building envelope that are sources of air leakage must be sealed.

Component- New Construction	Minimum Requirement
Rough-in Air Infiltration Blower Door Test	7 ACH50
Comprehensive Physical Inspection	2009 C Inspection Checklist

#### **E. Lighting and Appliance Requirements**

1. **High Efficacy (Efficiency) Lighting-** 75% or more of permanently installed lighting must be high efficacy CFL, LED, or pin-based varieties.
2. **Lighting Fixtures-** For lighting fixtures installed in unconditioned spaces (such as an attic), fixtures must be Type IC rated with enclosures sealed/gasketed or Type IC rated and ASTM E283 labeled. Airtight trim/baffles must be used if applicable to the fixture.
3. **Major Appliances-** Energy Star qualified appliances are required.



#### **F. Water Conservation Requirements**

1. **Plumbing Fixtures-** Must meet the requirements below or local Building Code requirements at the time of construction, whichever is greater.

Component	Minimum Requirement
Showerheads	2.0 gallons/minute
Faucets	1.5 gallons/minute
Toilets	1.6 gallons/flush

- G. **Quality Assurance and Compliance-** Projects must meet all Building Code inspection requirements in the appropriate jurisdiction at the time of construction. In addition, specialized third-party testing will be required at the expense of the project sponsor/builder to validate compliance with these requirements. Applicable Building Department documents, a completed Washoe County HOME Consortium (WCHC) Energy Conservation Checklist, and applicable third-party inspection documents are required. Staff is currently in the process of identifying an inspection process and costs, which is an eligible project cost. If necessary, awards will be adjusted to address this issue.

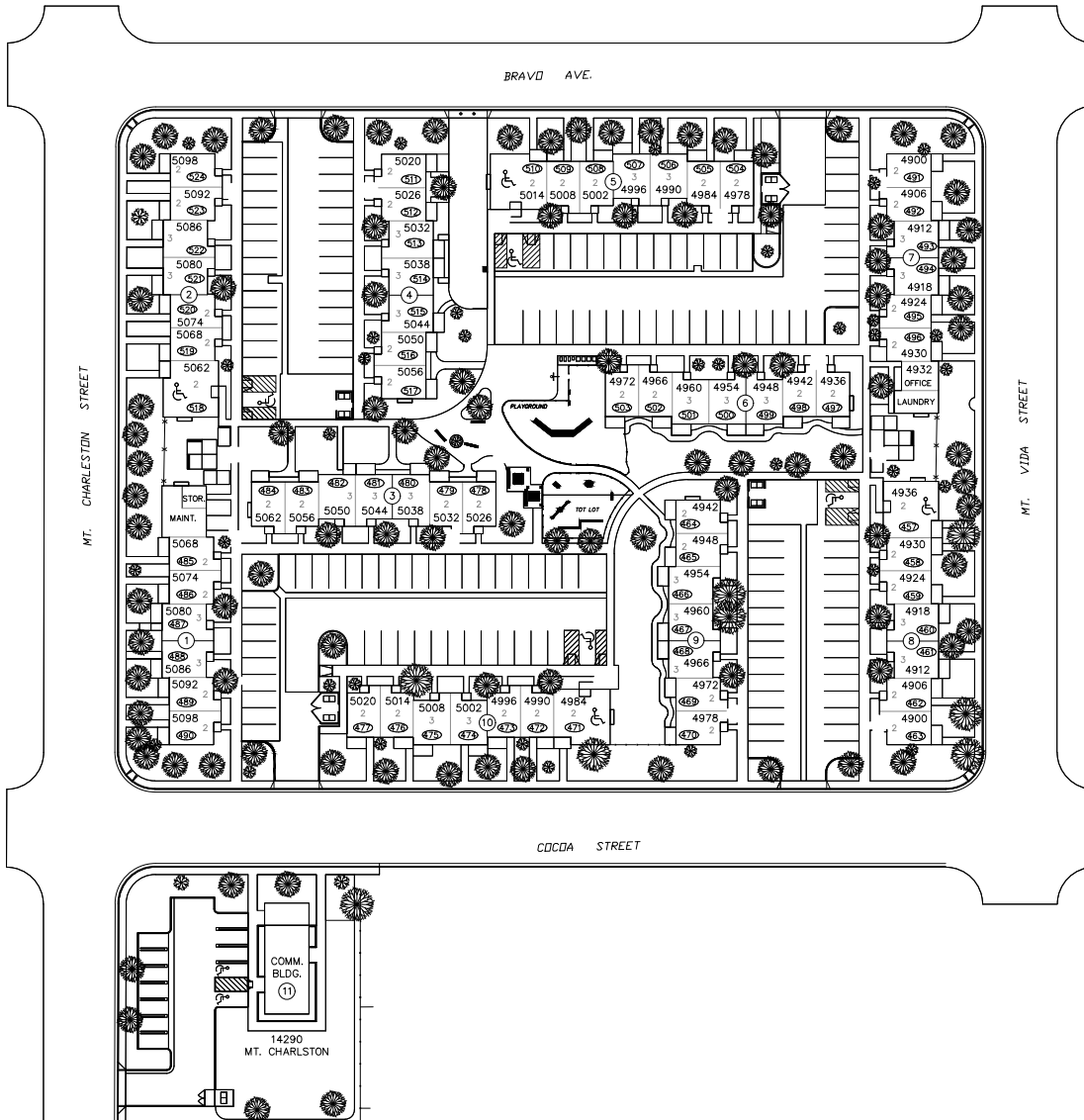
Required inspection and testing may include, but is not limited to, the following.

1. **Mechanical Systems-** Inspect and test systems for required installation quality, operation, and performance.
  - a. Heating and Cooling Equipment- Verification by combustion appliance safety testing, manufacturer's documentation of required energy efficiency rating, and physical inspection of installation.
  - b. Forced Air Duct Systems- Verification of duct leakage by duct blaster pressure testing and physical inspection of installation.
  - c. Thermostats- Verification by physical inspection.
  - d. Ventilation- Verification by blower door air infiltration testing.
  - e. Domestic Hot Water- Verification by combustion appliance safety testing, manufacturer's documentation of required energy efficiency rating, and physical inspection of installation.
  - f. Duct and Circulating Hot Water Pipe Insulation- Verified by physical inspection.



2. **Building Envelope-** Inspect and test components for required installation quality and performance.
  - a. Insulation- Verification by physical inspection to ensure required R-value, installation quality, and consistency.
  - b. Windows and Skylights- Documentation of NFRC ratings for windows/skylights for required U-value and physical inspection to confirm Low-E coatings are on the correct surface.
  - c. Air-infiltration- Verification by blower door air infiltration testing and completion of all required inspection checklists and other documentation.
3. **Lighting and Appliances-** Inspect components for required installation quality, operation, and performance.
  - a. Lighting Efficacy (Efficiency) and Fixtures- Verification by physical inspection.
  - b. Major Appliances- Verification by physical inspection and manufacturer's documentation of Energy Star qualification.
4. **Water Conservation-** Inspect components for required installation quality, operation, and performance.
  - a. Plumbing Fixtures- Verification by physical inspection and manufacturer's documentation of performance.
- H. **Operations and Maintenance Requirements-** Building sponsors must provide a documented plan to ensure on-going operations and maintenance activities encourage energy efficiency beyond program investments. Elements of this plan should address the following requirements.
  1. Mechanical equipment operation and periodic routine maintenance.
  2. Building envelope repair and other component repair or replacement.
  3. Maintenance and control of thermostat temperatures (Furnace, A/C, DHW, etc.).
  4. Common area lighting and other environmental controls.
  5. Other water conservation measures, including landscape irrigation, if any.
  6. Continued occupant health and safety measures.
  7. Effective tenant communication and training.

# Exhibit B



RENO HOUSING AUTHORITY  
1525 E 9TH ST., RENO NV, 89512  
(775) 328-3630 PH  
(775) 786-1712 FAX



PROJECT NAME:  
STEAD MANOR  
4932 BRAVO AVE.

VICINITY MAP

DATE: OCTOBER 2008  
UPDATE: —  
SCALE: 1" = 60'-0"

RHA 04

# Exhibit C

## STEAD APARTMENTS – CIVIL FEE PROPOSAL

### PRE-DESIGN

This phase will include a site walk to identify existing concrete areas around the project site requiring removal and replacement. These are to include sidewalk, curb and gutter, valley gutter, and trash enclosure aprons. The areas requiring replacement will be marked with paint to allow for the survey to locate them for identification on the demolition plan.

### AERIAL & TOPOGRAPHIC MAPPING

Odyssey Engineering will be a sub-consultant to JKAE and will provide the following items:

- Aerial photogrammetry and a color digital orthophoto of the entire project site. Aerial Photogrammetry will include compilation of 1"=40' digital AutoCAD file with 1 foot contour interval mapping. Deliverables will consist of linework for top of curb, walkways, concrete surfaces, asphalt surfaces, fence lines, building overhang outlines, tree canopies, spot shots in native and non-landscaped areas and surface utilities as observed from the aerial photograph.
- Aerial planimetrics will be utilized to unify the individual topographic surfaces and to provide an overall existing conditions map of the project site.
- Prepare an as-built topographic map at 1 foot contour intervals within the subject property along the frontage of each building for the purposes of ADA and utility access.
- The as-built topographic map will include, but not limited to the following features: major building corners, finished floor elevation of the building/units, concrete stoops and walkways, sidewalk, top of curb, flowline, edge of pavement, top/toe and grade breaks of slopes, ground shots within native areas, fence lines and gates, concrete pads, and surface utilities and \*observed evidence of sub-surface utilities.
- Measurements will be provided for the existing pipe sizes and invert elevations of the existing storm drain structures, sanitary sewer manholes and sewer cleanouts on site. Storm Drain structures must be clean of debris and soil. Cleanout elevations will be measured to the sweep.
- Topographic mapping will be based on the Nevada State Plane Coordinate System (NAD 83/94), and the North American Vertical Datum of 1988 (NAVD 88), City of Sparks Vertical Control Datum.

\* Observed evidence of sub-surface utilities may be existing USA dig markings, signage or markers. Sub-surface utilities may exist that cannot be located by a field survey such as, but not limited to: sewer laterals, fuel tanks, underground conduits, etc. This survey does not include underground utility locations, performed by others.

### CONSTRUCTION DRAWINGS

This scope of work will include preparation of Construction Documents required for both construction and plan approval processing through the City of Reno and Truckee Meadows Water Authority (TMWA). JKAE will prepare and submit Construction Documents for the on-site improvements including Title Sheet, Construction Notes, Sheet Key, Demolition Plan, Grading and Drainage Plan, Site, Parking & Paving Plan, Utility Plan, Erosion Control Plan, and Construction Details. JKAE will also prepare and submit a Water Plan to TMWA for the installation of backflow prevention at all water meter locations on site.

It is not anticipated that a sanitary sewer report or hydrology study will be required, therefore, it has been excluded from this task.

This scope does not include Bid Phase work, Construction Administration work, or Agency Approvals processing. General project Administration is included. Discovery of unforeseen existing conditions may occur and could affect proposal assumptions. Any requested design revisions after work under this task begins will be charged on a Time and Materials basis.

### AGENCY REVIEW

In this phase, we will assist the Client in processing necessary documents for agency approvals and we will address questions, comments, and/or coordinate items stemming from plan review. This will include formal written responses to specific comments as well as revisions to the construction documents.

### BIDDING ASSISTANCE

The Client will select a General Contractor for the project. JKAE will assist the General Contractor with bid questions and coordination for obtaining final bids. This phase will occur simultaneously through the design phase process, engaging value-engineering and collaboration with the General Contractor toward the best value approach for your solution.

**CONSTRUCTION ADMINISTRATION**

This phase of work would be to provide written or verbal responses to the contractor regarding engineering issues or information requests. These may include correspondence for the benefit of the Building/Engineering Department should they require approvals for work performed. JKAE does not act as a legal building inspector, nor interfere in the means and methods of construction that the general contractor would employ.

**ADDITIONAL SERVICES AS REQUESTED**

JKAE will provide additional services and/or assistance as you, or your consultants may reasonably request. These services include, but are not limited to design change requests, coordination with consultants, or assistance with government agencies and processing the drawings/documents for a variance or similar. These additional services, which are not included in other phases as described herein, would be compensated on a Time and Materials (T&M) basis.

**QUALIFICATIONS**

1. JKAE will:
  - a. Provide the required design information and drawing exhibits for the Client to process and attain all required approvals and City of Reno building permit
  - b. Construction Specifications will be included in the form of notes on the plans and not as a separate booklet format
  - c. Cost estimating required to determine agency review fees only
  - d. Perform at a minimum code required and as requested and/or professionally needed site observations during construction
  - e. Not be responsible for any inspections. All required verified testing, inspection, and commission to be performed by independent third-party qualified inspector(s)
2. Client shall provide:
  - a. A Geotechnical Report or any other required pre-construction environmental reports
  - b. Hazardous materials assessment and abatement (if required).
  - c. Payment of all related application, permit, agency, and filling fees directly to agency.
3. Additional services, if needed/required:
  - a. Any changes in scope of work, program, schedule or budget
  - b. Interior design services; including selection of interior finishes, plumbing fixtures, colors, light fixtures, or furnishings.
  - c. Public meetings with community or local agencies
  - d. Changing from single phase to multiple phases to facilitate construction
  - e. Post permit approval changes or value engineering revisions
  - f. Record drawings
4. Reimbursable items:
  - a. Additional printing and plotting costs outside of scope
  - b. Postage or shipping costs
  - c. Any items requested of Client outside of scope

**PROJECT SPECIFIC ASSUMPTIONS**

1. Project excludes:
  - a. Any work not specifically addressed in the phases listed above
  - b. Boundary Survey information is not included but can provided as an additional service
  - c. Engineering technical reports attesting to hydrology, drainage, flooding, and site stability/retaining structures (rockery wall)
  - d. Landscape plans and/or irrigation design
  - e. Electrical/Lighting design
  - f. Structural services/design
2. Client's General Contractor will provide:
  - a. Cost estimates
  - b. Notice of Intent and Stormwater Pollution Prevention Plan (if required)

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

**SUBJECT:** Discussion and possible action to authorize the Executive Director to execute a contract with JK Architecture Engineering in the amount of \$55,300.00 for engineering services for the asphalt and concrete replacement project at Ala Moana Apartments. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

---

**Background:**

The last major rehabilitation of the Ala Moana Apartments parking lot occurred in 1997. Since then, asphalt repairs and sealing have occurred in 2008 and 2013. Significant time has passed since these repairs occurred and the parking lot is now in need of significant rehabilitation, including:

- Removal and replacement of all existing asphalt pavement and striping within the project boundary.
- Removal and replacement of damaged concrete valley gutter.
- Removal and replacement of the monolithic curb and sidewalk identified during the site walk.
- Replacement of existing storm drain inlets to current City of Reno approved inlets.

To move forward on the project, RHA requested and received a proposal for engineering services from JK Architecture Engineering. The proposal includes support and services including pre-design, construction drawings, agency review, bidding assistance, and construction administration. The total fee is \$55,300.

**Staff Recommendation:**

Staff recommends that the Board of Commissioners authorize the Executive Director to execute a contract with JK Architecture Engineering in the amount of \$55,300 for engineering services for the asphalt and concrete replacement at Ala Moana Apartments.

## PROPOSAL FOR ENGINEERING SERVICES

**CLIENT:** City of Reno Housing Authority  
**ATTN:** Nestor Garcia, Project Manager  
**MAILING:** 1525 East 9<sup>th</sup> Street, Reno, NV 89512  
**EMAIL:** NGarcia@renoha.org  
**PHONE:** 775.445.9821

**DATE:** July 7, 2023  
**PROJECT:** Ala Moana Apartments  
**LOCATION:** 3300 Kauai Court, Reno, NV 89509  
**APN:** 019-342-02

Thank you for contacting JK Architecture Engineering (JKAE) regarding your project. JKAE is well qualified to consult on this project. We have similar project experience and design expertise that will compliment your project with a unique solution for your goals.

We understand your project to consist of a complete parking lot rehabilitation for the entire project site. The rehabilitation will include removal and replacement of all existing asphalt pavement and striping within the project boundary, removal and replacement of damaged concrete valley gutter sections identified during the site walk, removal and replacement of the monolithic curb and sidewalk identified during the site walk, and the replacement of existing storm drain inlets to current City of Reno approved inlets.

### PROPOSAL

To achieve your goals, we envision the following phases of service to **Imagine, Design and Build** your vision into reality. All services will be in accordance with this Proposal and the attached Standard Terms & Conditions. JKAE proposes to provide the following services based on our understanding of the project:

#### PRE-DESIGN

This phase will include a site walk to identify existing concrete areas around the project site requiring removal and replacement. These are to include sidewalk, valley gutter, and trash enclosure aprons. The areas requiring replacement will be marked with paint to allow for the survey to locate them for identification on the demolition plan.

#### CONSTRUCTION DRAWINGS

This scope of work will include utilizing the previously completed topographic survey in the preparation of Construction Documents as required for both construction and plan approval processing through the City of Reno. JKAE will prepare and submit Construction Documents for the on-site improvements including Title Sheet, Construction Notes, Demolition Plan, Grading and Drainage Plan, Site, Parking & Paving Plan, Utility Plan, Erosion Control Plan, and Construction Details. It is not anticipated that a hydrology study will be required, therefore, it has been excluded from this task.

Based on our initial site reconnaissance, the site does not appear to have adequate accessible parking stalls. This could be an issue during the approval process with the City of Reno. In the event the City of Reno requires an increased number of accessible parking stalls, JKAE will provide this work as an additional service. This scope does not include Bid Phase work, Construction Administration work, or Agency Approvals processing. General project Administration is included. Discovery of unforeseen existing conditions may occur and could affect proposal assumptions. Any requested design revisions after work under this task begins will be charged on a Time and Materials basis.

#### AGENCY REVIEW

In this phase, we will assist the Client in processing necessary documents for agency approvals and we will address questions, comments, and/or coordinate items stemming from plan review. This will include formal written responses to specific comments as well as revisions to the construction documents.

#### BIDDING ASSISTANCE

The Client will select a General Contractor for the project. JKAE will assist the General Contractor with bid questions and coordination for obtaining final bids. This phase will occur simultaneously through the design phase process, engaging value-engineering and collaboration with the General Contractor toward the best value approach for your solution.



## CONSTRUCTION ADMINISTRATION

If requested, this phase of work would be to provide written or verbal responses to the contractor regarding engineering issues or information requests. These may include correspondence for the benefit of the Building/Engineering Department should they require approvals for work performed. JKAE does not act as a legal building inspector, nor interfere in the means and methods of construction that the general contractor would employ.

## ADDITIONAL SERVICES AS REQUESTED

JKAE will provide additional services and/or assistance as you, or your consultants may reasonably request. These services include, but are not limited to design change requests, coordination with consultants, or assistance with government agencies and processing the drawings/documents for a variance or similar. These additional services, which are not included in other phases as described herein, would be compensated on a Time and Materials (T&M) basis.

## QUALIFICATIONS

1. JKAE will:
  - a. Provide the required design information and drawing exhibits for the Client to process and attain all required approvals and City of Reno building permit
  - b. Construction Specifications will be included in the form of notes on the plans and not as a separate booklet format
  - c. Cost estimating required to determine agency review fees only
  - d. Perform at a minimum code required and as requested and/or professionally needed site observations during construction
  - e. Not be responsible for any inspections. All required verified testing, inspection, and commission to be performed by independent third-party qualified inspector(s)
  - f. Not be responsible for the accuracy of the topographic survey information
2. Client shall provide:
  - a. A Geotechnical Report or any other required pre-construction environmental reports
  - b. Hazardous materials assessment and abatement (if required).
  - c. Payment of all related application, permit, agency, and filling fees directly to agency.
3. Additional services, if needed/required:
  - a. Any changes in scope of work, program, schedule or budget
  - b. Public meetings with community or local agencies
  - c. Changing from single phase to multiple phases to facilitate construction
  - d. Post permit approval changes or value engineering revisions
  - e. Record drawings
4. Reimbursable items:
  - a. Additional printing and plotting costs outside of scope
  - b. Postage or shipping costs
  - c. Any items requested of Client outside of scope

## PROJECT SPECIFIC ASSUMPTIONS

1. Project excludes:
  - a. Any work not specifically addressed in the phases listed above
  - b. Boundary Survey information is not included but can provided as an additional service
  - c. Engineering technical reports attesting to hydrology, drainage, flooding, and site stability/retaining structures (rockery wall)
  - d. Landscape plans and/or irrigation design
  - e. Electrical/Lighting design
  - f. Structural services/design
2. Client's General Contractor will provide:
  - a. Cost estimates
  - b. Notice of Intent and Stormwater Pollution Prevention Plan (if required)

## FEE | SCHEDULE

In consideration of the above referenced services, JKAE shall be paid on a Time and Materials (T&M) or Fixed Fee basis per the following estimates, however they do not represent a guaranteed maximum. Fee estimate is valid for 30 days from date of this proposal and will be reevaluated if this time has passed. Services are to be paid and scheduled per the following (schedule is estimated and contingent upon return of executed proposal):

PHASE	BASIS	BASE CONTRACT	SCHEDULE
<i>Basic Services:</i>			
Pre-Design	Fixed Fee	\$ 2,700	2 weeks
Construction Drawings	Fixed Fee	\$ 39,500	6 weeks
Agency Review	T&M	\$ 5,000	
Bidding Assistance	T&M	\$ 2,700	
Construction Administration	T&M	\$ 5,400	
<b>TOTAL</b>		<b>\$ 55,300</b>	

At the completion of each phase JKAE will provide a deliverable for client review and sign off. This deliverable is intended to summarize programmatic and design direction of the current phase. JKAE requires the client to sign off on each phase deliverable after reviewing. Should the client request programmatic or design direction changes after such sign off, JKAE will inform client in writing if there are any schedule or design & engineering fee adjustments required to implement the changes.

#### RETAINER

A retainer fee shall be paid prior to commencement of services and will be applied towards final invoicing. Retainer shall be: **WAIVED**

#### BILLING PROCEDURES

Billing will occur monthly for work and expenditures from the previous month. Invoices will be sent out within the first two weeks of each month and are due and payable in full upon receipt. Accepted forms of payment are ACH or check only. Invoices become late at thirty (30) days from the date of invoice. Late charges accrue at a rate of 1.5% per month beginning 30th day from date of invoice. Payments received will be applied to any finance charges first before being applied to any outstanding invoices. Please remit all payments to: JK Architecture Engineering, 11661 Blocker Drive, Suite 220, Auburn, CA 95603

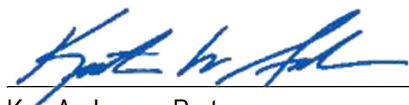
#### ACCEPTANCE

If you find this proposal satisfactory, please sign and initial each page where indicated and return a copy to us via email. Upon receipt of signed proposal and retainer, we will immediately schedule the work. This Proposal will perform as the contract between us for the architectural and engineering services as described above. Your signature below indicates approval of this Proposal, including our Standard Terms & Conditions and Rate Schedule (attached).

We appreciate the opportunity to be of service.

Sincerely,

Approved:



Ken Anderson, Partner  
JK Architecture Engineering

Client

Date

Print Name / Title

# 2023 TERMS AND CONDITIONS

Jordan Knighton Architects, Inc. (dba JK Architecture Engineering) is hereby known as "CONSULTANT" below and City of Reno Housing Authority is hereby known as "CLIENT"

1. **RATE SCHEDULE.** The rates charged for services are based on the current CONSULTANT'S rate schedule, which is modified periodically.
2. **REIMBURSABLE EXPENSES.** Reimbursable expenses are expenditures made by the CONSULTANT, its employees or consultants in the interest of or relating to the Project, including, but not limited to: transportation, subsistence, and lodging; long distance telephone charges, messenger or overnight mail services, fax charges, field office expenses, and approval fees; copy charges, postage and document preparation fees; computer plots and blue lines; and when authorized in advance by CLIENT, overtime charges, and expenses for preparation of perspectives, renderings, or models.
3. **INVOICING PROCEDURE.** CLIENT will be invoiced at regular monthly billing intervals for work performed in the previous month. Payment of an invoice in full must be received by CONSULTANT within thirty (30) days of the date of such invoice.
4. **EFFECT OF NOTICE.** The work performed shall be deemed approved and accepted by CLIENT unless CONSULTANT receives a written objection from CLIENT within fifteen (15) days of invoice date specifically stating in detail the work disputed by CLIENT and the invoice amount in dispute. CLIENT shall timely pay all undisputed amounts.
5. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to submit full payment of an invoice so that it is received by CONSULTANT within thirty (30) days after the date thereof subjects the amount overdue to a delinquent account interest rate of one and half percent (1.5%) per month, compounded monthly. Failure of CLIENT to submit full payment of an invoice within sixty (60) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT'S discretion. If project enters a work hold or suspension status, project reinstatement fees will apply.
6. **ADVANCE PAYMENT: WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing interval. CONSULTANT reserves the right to withhold any services and work product pending payment in full of CLIENT'S outstanding indebtedness or advance payment of CONSULTANT. The decision to withhold services and work product or require advance payment is solely within CONSULTANT'S discretion and shall not result in any liability to CLIENT for any reason.
7. **ADDITIONAL SERVICES AND PRODUCTS.** Services and products which are not expressly included in the description set forth above in the PROPOSAL as determined by CONSULTANT are not covered by this agreement. Adjustments to this agreement for additional services or products shall be requested in writing signed by CLIENT. A verbal authorization by the CLIENT is an acceptable acknowledgement of additional services. A Change Order will then be issued describing the additional service or product. All work performed by the Change Order will be charged at the current rate schedule. The Change Order must be signed by the CLIENT prior to commencement of work, unless other arrangements are made between the CONSULTANT and the CLIENT. All Change Orders are subjected to all Terms and Conditions as set forth in the original agreement. Any verbal authorization in the field or under emergency circumstances shall be reduced to writing (electronic or written communications) within 24 hours and thereafter a formal change order shall be prepared and executed by the parties.
8. **CHANGED CIRCUMSTANCES.** CONSULTANT shall notify CLIENT of a change in circumstances which materially affects CONSULTANT'S ability to perform or materially increases costs, and the estimated fee shall be renegotiated. If an amended agreement cannot be reached, then CONSULTANT may terminate this agreement and may be paid pursuant to paragraph 13 herein.
9. **DEFAULT.** This agreement may be terminated by either party upon ten (10) days written notice, should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination. CONSULTANT may, at its discretion, terminate the agreement for failure to timely pay pursuant to section 5 above. A suspension of CONSULTANT'S work for more than sixty (60) days may be considered in default of CLIENT'S obligations hereunder.
10. **DELAYS.** In the event of construction or other delays, not caused by CONSULTANT, the time for completion shall be adjusted appropriately and CONSULTANT shall be equitably compensated for any additional fees and costs incurred by the reason of the delay.
11. **TERMINATION ADJUSTMENT: PAYMENT.** If this Agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed to the termination notice date, including Reimbursable Expenses due, plus a Termination Adjustment equaling fifteen percent (15%) of the estimated fee remaining to be earned at the time of termination to account for the CONSULTANT'S rescheduling adjustment, reassigning of personnel, and related costs incurred due to termination.
12. **LIMITATION OF LIABILITY.** CLIENT AGREES TO LIMIT THE LIABILITY OF CONSULTANT TO CLIENT AND, BY WAY OF INDEMNITY AND DEFENSE, LIMIT THE LIABILITY TO CONSULTANT TO ALL CONTRACTORS, SUBCONTRACTORS AND CLIENT'S AGENTS, EMPLOYEES AND CONSULTANTS, AND TO ALL OTHER THIRD PARTIES, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER RESULTING FROM ANY ALLEGED BREACH OF THIS AGREEMENT OR ALLEGED NEGLIGENT PROFESSIONAL ACTS, ERROR, OR OMISSIONS OF CONSULTANT AND ITS AGENTS, EMPLOYEES AND CONSULTANTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF CONSULTANT SHALL NOT EXCEED \$55,300 OR CONSULTANT'S TOTAL FEE FOR SERVICES RENDERED ON THE PROJECT, WHICHEVER IS GREATER.
13. **INDEMNIFICATION.** To the fullest extent permitted by law, CLIENT, without regard to a finding of negligence, breach or fault by CLIENT, shall defend, indemnify and hold JKA, and its officers, employees and agents harmless from and against any and all damages, losses, claims, demands, liabilities and judgments ("Claims"), including reasonable expert and attorneys' fees and expenses, arising out of, resulting from, or occurring in connection with (a) and materials, reports, information and/or services provided by CLIENT or its agents and employees, (b) the performance or failure in performance of the work by CLIENT or its contractors, agents and employees, (c) CLIENT'S legal or contractual obligations for the project, and/or (d) any errors or omissions in the work or services of CLIENT or its contractors, agents and employees except if such Claims directly arise as a result a finding by a Court or Arbitrator of active negligence, sole negligence or willful misconduct of JKAE.
14. **CONSTRUCTION OBSERVATION SERVICES.** CONSULTANT'S construction observation services, if any, shall be limited in observation of construction operations to provide CLIENT with an understanding of the general nature, progress and quality of the work based upon applicable standards of practice. Unless otherwise agreed in writing, or unless consistent with the standard of care, CONSULTANT shall not be responsible for continuous or exhaustive inspection work. In no event shall CONSULTANT be responsible for the means and methods of construction or for the safety procedures employed by the contractor.
15. **CERTIFICATION SERVICES.** CONSULTANT shall sign certifications only if CONSULTANT approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.
16. **SITE ACCESS.** CLIENT shall secure the permission necessary to allow CONSULTANT'S personnel and equipment access to the project site at no cost to CONSULTANT.
17. **WORK NOT PERFORMED BY CONSULTANT.** CONSULTANT is not responsible for the completion or quality of work which is dependent upon or performed by the CLIENT or third parties not under the direct control of CONSULTANT, nor is CONSULTANT responsible for their acts or omissions or for any damages resulting there from.
18. **CHANGE OR MODIFICATION.** Neither CLIENT nor any other person is authorized to change or modify CONSULTANT'S work without CONSULTANT'S written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify and hold harmless CONSULTANT from any and all liability or damages arising, in whole or in part, from such unauthorized changes or modifications.
19. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of Nevada.
20. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other: CONSULTANT may subcontract any portion of the work to be performed without such consent.
21. **OWNERSHIP OF DOCUMENTS.** All plans, tracings, survey notes and other documents as instruments of service are and shall remain the property of CONSULTANT. Use of CONSULTANT'S work product(s) on other projects without CONSULTANT'S prior written consent is prohibited; however, if used, shall be at CLIENT'S sole risk. Pursuant to Nevada NAC 623.780 Drawings and specifications remain the property of the design professional. Copies of the drawings and specifications retained by the client may be utilized only for his or her use and for occupying the project for which they were prepared, and not for the construction of any other project.
22. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this Agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT if performance is delayed or prevented thereby, and the fees due hereunder equitably shall be adjusted.
23. **ATTORNEY'S FEES.** In the event of an action in Arbitration or Court by CLIENT or CONSULTANT concerning overpayment or to recover unpaid architect fees, prevailing party shall be entitled to its reasonable attorney fees and court costs.
24. **MERGER: WAIVER: SURVIVAL.** These Terms and Conditions together with the signed contract constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreement, written or oral. One or more waivers of any term, condition or other provision of this agreement by either party shall be not constructed as a waiver of all subsequent breaches of the same or any other provisions. Any provision which is legally deemed void or unenforceable shall not void this entire agreement and all remaining provisions shall survive and be enforceable.

CLIENT INITIALS: \_\_\_\_\_

## 25. BILLING AND PAYMENT TERMS.

a) Collection Costs. If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees, and expenses, court costs, collection bonds and reasonable CONSULTANT costs at standard billing rates for the CONSULTANT time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Work Authorization or any earlier termination by either party.

b) Discounts. Payment of invoices shall not be subject to any discount by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Work Authorization by either party.

c) Disputed Invoices. If the CLIENT objects to any portion of an invoice, the CLIENT shall so notify the CONSULTANT in writing within seven (7) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Work Authorization. Any dispute over invoiced amount due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with the Dispute Resolution provision in this Work Authorization. Interest as stated above shall be paid by the CLIENT on all disputed amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the due date of the invoice.

## 26. PERSONAL LIABILITY. In no event will the officers, directors, shareholders, owners, members, partners or employees of the CONSULTANT, or CONSULTANT'S Consultants be personally liable for any obligation under this Agreement, for any alleged breach of this Agreement, for any direct, indirect, incidental or consequential losses or damages of any kind or nature whatsoever. The Client agrees that its sole and exclusive remedy for any and all obligations and claims will be against the Entity and not against any individual officer, director, shareholder, owner, member, partner or employee. Client and CONSULTANT expressly waive any applicable statute or regulation to the contrary.

## 27. CHANGE ORDERS. CONSULTANT will not be liable for any change orders or charges or which result from contractor change orders for increased construction costs. CONSULTANT and CLIENT acknowledge that some design errors and omissions that result in changes to design during construction are normal and occur on all construction projects, and as such, CLIENT and/or contractor will be solely responsible for their cost. CLIENT is strongly encouraged to perform a constructability review of CONSULTANT'S design drawings prior to the initiation of construction in order to minimize the possibility of design changes during construction.

## 28. JOB SITE SAFETY. CONSULTANT will be responsible for the activities of its Employees while performing services for CLIENT. However, nothing in this section will be construed as relieving CLIENT or any construction contractor of any duties that they may have under law with respect to the safety of workers and other persons, including, but not limited to, duties to maintain safe working conditions, observe governmental regulations governing workplace safety, and keep in effect worker's compensation and any other forms of insurance.

## 29. CERTIFICATE OF MERIT. CLIENT will make no claim (whether directly or in the form of a third party claim) against CONSULTANT unless CLIENT has first provided CONSULTANT with a written certification executed by an independent architect, specifying each and every act or omission of negligence that the certifier contends constitutes a violation of the standard of care expected of an architect performing services under similar circumstances. CLIENT will provide such certificate to CONSULTANT no less than thirty days before presenting any claim against CONSULTANT

## 30. THIRD-PARTY BENEFICIARIES. CLIENT and CONSULTANT agree that services performed by CONSULTANT under this Agreement are solely for the benefit of CLIENT and are not intended by either CLIENT or CONSULTANT to benefit any other person or entity including, but not limited to, the project contractor and/or any of its subcontractors. Any such benefit is purely incidental and such other person will not be deemed a third-party beneficiary of this contract.

## 31. CLIENT SERVICES AND INFORMATION. The CONSULTANT will be entitled to rely on the accuracy and completeness of services and information furnished by the CLIENT and CLIENT'S consultants. The CONSULTANT will provide prompt written notice to the CLIENT if the CONSULTANT at any time becomes aware of any errors, omissions or inconsistencies in such services or information provided by the CLIENT.

## 32. ENTIRE AGREEMENT. This Work Authorization (including all other attachments) constitutes the entire agreement of CONSULTANT and CLIENT with respect to its subject matter. There are no private, unwritten understandings or agreements that vary, supplement or detract from the terms of this Work Authorization. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Work Authorization.

## 33. PERIOD OF LIMITATION OF ACTIONS. As between CLIENT and CONSULTANT, for any claim by CLIENT against CONSULTANT for breach of contract, negligence, or any other cause of action, the time to commence a claim or law suit shall commence from the earlier of (1) the date CLIENT learns of the right to the cause of action or (2) no later than the date of substantial completion of the Project. Thereafter, CLIENT shall have two years to commence arbitration (if the parties agree) or a lawsuit against CONSULTANT.

## 2022 Hourly Rate Schedule

Partner	\$225.00
Principal [Architectural or Engineering]	\$215.00
Associate Principal [Architectural or Engineering]	\$200.00
Director [Market Sector or Specialization]	\$190.00
Senior Project Manager	\$185.00
Structural Engineer – SE	\$185.00
Senior Architectural Designer	\$170.00
Senior Project Architect – Project Manager	\$170.00
Senior Structural Engineer – PE	\$170.00
Senior Civil Engineer – PE	\$170.00
Project Architect   Engineer	\$160.00
Specialist [DSA or Construction Administrator]	\$150.00
Designer III   Project Leader   Project Designer	\$145.00
Business Manager	\$135.00
Assistant Engineer	\$135.00
Designer II   Job Captain	\$130.00
Marketing   Business Development	\$125.00
Designer I	\$115.00
Office Manager	\$110.00
Designer	\$100.00
Studio Assistant	\$ 85.00
Intern Designer	\$ 50.00

Consultant Services	cost plus 10%
Reimbursable Expenses	cost plus 15%
Mileage	current federal rate

*Rates subject to change annually*

CLIENT INITIALS: \_\_\_\_\_

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

**SUBJECT:** Update on due diligence process for the 419<sup>th</sup> 10<sup>th</sup> Street project and possible action regarding the naming of the property. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

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**Background:**

Since the Board of Commissioners adopted Resolution 23-05-01 committing up to \$4,565,263 in RHA's HUD-held reserves or unrestricted funding for the development of the 419 10<sup>th</sup> Street project at the May 2023 BOC meeting, RHA staff has been working diligently to move the project forward. Progress includes:

- HUD Environmental Review process has been completed. No adverse impacts were identified, and RHA is anticipating HUD approval in the first half of August.
- Appraisal of property value came back with a value of \$775,000, which aligns with HMNI award amount for property acquisition.
- Completed due diligence of property related information and documents and have found no issues or concerns. Staff anticipates issuing a Notice of Suitability to the seller by the August 9<sup>th</sup> deadline identified in the Purchase and Sale Agreement unless something unforeseen arises.
- Following HUD approval of the environmental review, the purchase of the property is anticipated to close in mid-August. The project's HMNI award of \$775,000 will be directly wired to the escrow account to purchase the property.
- HOME-ARP award of \$1M was ratified by Regional Governing Board in June and staff has been working with Washoe County HOME Consortium on next steps to execute the loan agreement.
- Bid documents have been finalized with the project's architect and an Invitation for Bid (IFB) has been released to secure the project's General Contractor.

Given the progress that has been made on the project, staff would like to identify the official name of the project to ensure uniformity on documentation moving forward. Staff are asking the Board of Commissioners to identify 3-4 potential names which will then be brought back to RHA staff for further consideration. Once RHA staff have identified the top 2 names, the Board will then choose a final name for the project.

**Staff Recommendation:**

Staff recommends that the Board of Commissioners identify 3-4 potential names for the 419 10<sup>th</sup> Street development to be brought to RHA staff for further consideration.

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

**SUBJECT:** Discussion and possible action to approve grant agreements and deed restrictions with the State of Nevada for State and Local Fiscal Recovery Funds (also known by the State as Home Means Nevada Initiative (HMNI) funds) for the following projects: \$2,500,000 for the redevelopment of John McGraw Court and \$1,000,000 for the redevelopment of Silver Sage Court. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

**Background:**

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

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

RHA's counsel and HUD have reviewed the documents and their comments have been incorporated. The documents include subordination language that enables HUD's regulatory agreements to remain in priority position. At this point in time, the HMNI Grant Agreements and Deed Restrictions for John McGraw Court (\$2,500,000 for redevelopment) and Silver Sage Court (\$1,000,000 for redevelopment) are set to be signed, executed, and in the case of the deed restrictions, recorded by RHA.

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

**Staff Recommendation:**

Staff recommends that the Board of Commissioners approve the HMNI Grant Agreements and Deed Restrictions for John McGraw Court and Silver Sage Court and authorize RHA's Executive Director, Hilary Lopez, Ph.D., to sign, execute, and record all required documents.

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

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

**RECITALS**

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

WHEREAS, the State of Nevada received Funds;

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

WHEREAS, Grantee has applied to the Division for a grant pursuant to the Home Means Nevada Initiative (“HMNI”) to pay the costs to rehabilitate a 34-unit affordable housing project for seniors and persons with disabilities who are at or below 60% of the Area Median Income (the “Project”); and

WHEREAS, the Division desires to assist Grantee in the development of the Project by providing a grant pursuant to HMNI in the amount of \$2,500,000;

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

**I. General Terms.**

A. The Division will provide Grantee with \$2,500,000 in Funds to undertake the Project as described in Exhibit A attached hereto and fully incorporated herein. The Division has determined that the Project is an eligible use of Funds pursuant to the rules and regulations promulgated thereunder including, without limitation, 31 CFR Part 35 and the supplemental information provided by Treasury (“Final Rule”).

B. Grantee agrees that any program costs, unless otherwise specified in this Agreement exceeding the \$2,500,000 provided by the Division pursuant to this Agreement, will be the responsibility of Grantee. No amount of the Funds provided pursuant to this Agreement may be used for administrative expenses. Any ongoing program costs, such as maintenance and operations, shall be the sole responsibility of Grantee, but in any event, not that of the Division.



C. Grantee agrees that the Project will be maintained as a low-income housing project for not less than 30 years beginning on the date which the Project is available for occupancy (“Period of Affordability”) which shall be secured by a Declaration of Restrictive Covenants (“Declaration”) recorded in the County Recorder’s Office of Washoe County. As used in this Paragraph C, “low-income housing project” means a housing complex that provides housing to tenants at or below 60% of the Area Median Income upon initial occupancy for the county in which the Project is located. Notwithstanding the foregoing, the Division recognizes that the Project is funded by the Public Housing Capital Fund and agrees that a tenant who is currently residing in the Project who is above the allowed Area Median Income pursuant to this Agreement, will be considered an eligible tenant for the purposes of this Agreement if the tenant is still eligible pursuant to the Public Housing Capital Fund. Grantee agrees that if such a tenant vacates the unit, Grantee will hold the unit out for tenants at or below 60% of the Area Median Income.

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

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

## **II. Division General Conditions.**

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

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

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

1. Total clients served;
2. Racial breakdown of clients served, including, without limitation, American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, and White;
3. Ethnicity breakdown indicating either Hispanic or non-Hispanic, by race;



4. Number and percentage of low- and very-low income clients as defined by HUD;
5. Number of clients with disabilities served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Name of each head-of-household served;
9. Number of persons in each household served; and
10. Rent charged each household served.

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

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

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

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

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

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

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

the Treasury, the Comptroller General of the United States, or any combination thereof.

J. Subject to NRS chapters 41 and 354, including any preemptory or superseding federal law or regulation, Grantee will protect, defend, indemnify, and save and hold harmless the Division from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of Grantee or its agents pursuant to this Agreement. Notwithstanding any other terms contained in this Agreement, no federal funds shall be permitted to be used in connection with any indemnification under this Agreement by the Grantee and any such indemnification shall not otherwise be prohibited by applicable law or regulation, including without limitation, the Anti Deficiency Act, 31 U.S.C. § 1341 et seq.

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

L. This Agreement will commence on the Effective Date.

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

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

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

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

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

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

statute.

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

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

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

### **III. Federal Conditions.**

- A. Grantee shall comply with the following laws and directives:
1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.
  2. The National Environmental Policy Act of 1969 as set forth in Public Law 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
  3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.
  4. Section 109 of the Housing and Community Development Act of 1974.
  5. Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
  6. The Fair Housing Act, as amended.
  7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR Part 75. All published Section 3 policies, guidelines, and forms by NHD will be utilized and followed.
  8. The Age Discrimination Act of 1975.
  9. Section 504 of the Rehabilitation Act of 1973.
  10. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
  11. The Fair Labor Standards Act.
  12. Section 202(a) of the Flood Disaster Protection Act of 1973.
  13. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
  14. The Davis-Bacon Act, as amended, if applicable, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal

laws and regulations which pertain to labor standards, including the minimum wage law.

15. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
16. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the Grantee from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
17. Title I of the Housing and Community Development Act of 1974, as amended, which requires that the Project shall:
  - a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion; and
  - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
  - c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
18. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225.

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

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

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

E. Grantee shall comply with the requirements of Executive Order 11625, 12432, and

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

1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;
2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and
3. Data on attempts to affirmatively further fair housing.

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

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

#### **IV. Financial Management.**

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

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

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

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

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

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

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

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

## **V. Default and Remedies.**

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

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

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

## **VI. Miscellaneous.**

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

To the Division:      1830 E. College Parkway  
Suite 200

Carson City, Nevada 89706  
Attn: Administrator  
Telephone: (775) 687-2249  
Facsimile: (775) 687-4040  
E-mail: [nhdinfo@housing.nv.gov](mailto:nhdinfo@housing.nv.gov)

To the Grantee: 1525 E, 9th Street  
Reno, NV 89512  
Attn: Executive Director  
Telephone: 775-329-3630  
Facsimile: 775-786-1712  
Email: [hlopez@renoha.org](mailto:hlopez@renoha.org)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VII. Modification or Revocation of Agreement.**

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

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

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





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

Nevada Housing Division:

\_\_\_\_\_  
Steve Aichroth, Administrator

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

Grantee:  
Housing Authority of the City of Reno

\_\_\_\_\_  
Hilary Lopez, Ph. D., Executive Director

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

## EXHIBIT A

John McGraw Court is an existing 34-unit affordable housing project built in 1995 serving seniors located at 2455 Orovada Drive, Sparks, Nevada 89431. The property consists of one parcel, 026-284-31 with an existing zoning designation of MUUN. The combined area of the property is 2.1 acres (91,476 square feet).

John McGraw Court is adjacent to Silver Sage Court, which is also an existing affordable housing project serving seniors. John McGraw Court and Silver Sage Court share a single-story community clubhouse including management offices, and a maintenance shop. Both properties serve seniors who are 60% AMI or below.

John McGraw Court consists of 4 single story buildings with 1 unit type, 34 one-bedroom/one-bath (approximately 550 square feet) units. 2 of the units are ADA accessible with a roll in shower. The proposed rehabilitation project will preserve the property in order to better serve current and future residents. Improvements will be made to both the interior of the units and the exterior.

The goals of this rehabilitation project include:

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

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

**APN: 026-284-31**

When recorded please mail to:

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

**DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND  
FOR HOME MEANS NEVADA INITIATIVE**

**(John McGraw Court)**

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

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

B. Grantee was awarded a Grant pursuant to the Home Means Nevada Initiative by the Division in the amount of \$2,500,000.

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

D. The Division acknowledges and agrees that this Agreement shall be subordinate to the Declaration of Trust entered into between Grantee and HUD on July 13, 2023 and recorded in the Official Records of the County Recorder's Office of Washoe County on July 14, 2023, as Document Number 5392217.

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

BASED UPON THE FOREGOING, the parties agree as follows:

## **ARTICLE I DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II COVENANTS RUNNING WITH THE LAND

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

1. Maintenance of the Project as a Qualified Low-Income Housing Project. During the Period of Affordability the Grantee shall maintain the Project as a Qualified Low-Income Housing Project for Tenants at or below 60% of the Area Median Gross Income upon initial occupancy. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement, Grantee shall repay all Funds to the Division. Notwithstanding the foregoing, the Division recognizes that the Project is funded by the Public Housing Capital Fund and agrees that a tenant who is currently residing in the Project who is above the allowed Area Median Income pursuant to this Agreement, will be considered an eligible tenant for the purposes of this Agreement if the tenant is still eligible pursuant to the Public Housing Capital Fund. Grantee agrees that if such a tenant vacates the unit, Grantee will hold the unit out for tenants at or below 60% of the Area Median Income.

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

3. Residential Rental Requirements. Except as otherwise provided in Subparagraph 1 of this Paragraph A of Article II, during the Period of Affordability the Grantee will hold all Units in the Project continuously open for rental purposes to Tenants with incomes at or below 60% of the Area Median Gross Income.

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

**ARTICLE III  
ADDITIONAL REPRESENTATIONS, COVENANTS AND  
WARRANTIES OF THE GRANTEE**

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

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

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

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

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

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

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

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

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

9. At least annually, the Grantee shall furnish to the Division the Gross Rents that are

charged by the Grantee with respect to each Unit.

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

11. The legal description attached hereto as Exhibit "A" is a true and correct copy of the legal description of the real property on which the Project is located.

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

#### **ARTICLE IV TERM OF AGREEMENT/PERIOD OF AFFORDABILITY**

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

#### **ARTICLE V ACCESS TO BOOKS AND RECORDS**

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

#### **ARTICLE VI EFFECT OF COVENANTS IN AGREEMENT**

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



(whether prospective, present or former occupants); and (iv) shall be deemed a covenant, obligation and restriction in favor of the Division and any Tenant (whether prospective, present or former occupant), burdening and encumbering the title to the Project in favor of the Division and each Tenant (whether prospective, present or former occupant) for the Period of Affordability.

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

## **ARTICLE VII ENFORCEMENT AND REMEDIES**

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

## **ARTICLE VIII RECORDING AND FILING**

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

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

## **ARTICLE IX AMENDMENTS**

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

## ARTICLE X MISCELLANEOUS

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

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

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

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

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

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

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

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

F. Interpretation of Agreement. In interpreting and applying provisions of this Agreement, it is not the intent of this Agreement to interfere with the provision of any law or ordinance or any rules, regulations, or permits previously adopted or issued or which may be adopted or issued pursuant to a law relating to the use of the Project; nor is it the intention of this

Agreement to interfere with or abrogate covenants or other agreements between parties; provided, however, that where this Agreement imposes a greater restriction upon the use or occupancy of the Project, or upon the construction or rehabilitation of the Project, or in connection with matters other than are imposed or required by such provisions of law or ordinances, by such rules, regulations or permits or by such covenants and agreements, then, in that case, the provisions of this Agreement shall control.

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

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

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

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

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

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

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

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

legal owners shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, or his heirs, personal representative, successors or assigns.

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

**The remainder of this page intentionally left blank.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Grantee:

Housing Authority of the City of Reno,  
a Nevada public body corporate and politic

By: \_\_\_\_\_  
Hilary Lopez, Ph.D., Executive Director

STATE OF NEVADA                    )  
                                                          ) ss  
COUNTY OF WASHOE                )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, before me, a Notary Public, personally appeared Hilary Lopez who did say that she is the Executive Director, personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
(Signature of notarial officer)

Dated this \_\_\_\_ day of \_\_\_\_\_ 2023

NEVADA HOUSING DIVISION

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

Name: Steve Aichroth

Title: Administrator

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Legal Description**

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

All that certain parcel of land situate in a portion of the North one-half (N ½) of Section Six (6), Township Nineteen (19) North, Range Twenty (20) East, M.D.B.&M., Sparks, Washoe County, Nevada, and being more particularly described as follows:

Parcel 2 of Parcel Map No. 2972 for HOUSING AUTHORITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on November 22, 1995, as File No. 1944581, Official Records.

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

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

**RECITALS**

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

WHEREAS, the State of Nevada received Funds;

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

WHEREAS, Grantee has applied to the Division for a grant pursuant to the Home Means Nevada Initiative (“HMNI”) to pay the costs to rehabilitate a 16-unit affordable housing project for individuals who are at or below 60% of the Area Median Income, and known as Silver Sage Court (the “Project”); and

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

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

**I. General Terms.**

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

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



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

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

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

## **II. Division General Conditions.**

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

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

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

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

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

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

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

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

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

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

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

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

J. Subject to NRS chapters 41 and 354, Grantee will protect, defend, indemnify, and save and hold harmless the Division from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the

negligence, gross negligence or intentional act of Grantee or its agents pursuant to this Agreement.

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

L. This Agreement will commence on the Effective Date.

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

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

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

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

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

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

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

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

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

### **III. Federal Conditions.**

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

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

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

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

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

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

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

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

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

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

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

#### **IV. Financial Management.**

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

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

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

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

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

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

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

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

## **V. Default and Remedies.**

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

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

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

## **VI. Miscellaneous.**

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

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

To the Grantee: 1525 E, 9th Street  
Reno, NV 89512  
Attn: Executive Director  
Telephone: 775-329-3630

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## **VII. Modification or Revocation of Agreement.**

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

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

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

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

Nevada Housing Division:

\_\_\_\_\_  
Steve Aichroth, Administrator

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

Grantee:  
Housing Authority of the City of Reno

\_\_\_\_\_  
Hilary Lopez, Ph. D., Executive Director

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

## EXHIBIT A

Silver Sage Court is an existing 16-unit affordable housing project built in 1995 serving seniors located at 2455 Orovada Drive, Sparks, Nevada 89431. The property consists of one parcel, 026-284-30 with an existing zoning designation of MUD. The combined area of the property is 0.89 acres (38,768 square feet).

Silver Sage Court is adjacent to John McGraw Court, which is also an existing affordable housing project serving seniors. Silver Sage Court and John McGraw Court share a single-story community clubhouse including management offices, and a maintenance shop. Both properties serve seniors who are 60% AMI or below.

Silver Sage Court consists of 4 single story buildings with 1 unit type, 16 one-bedroom/one-bath (approximately 550 square feet) units. One of the units is ADA accessible with a roll in shower. The proposed rehabilitation project will preserve the property in order to better serve current and future residents. Improvements will be made to both the interior of the units and the exterior.

The goals of this rehabilitation project include:

1. Address deferred maintenance issues across the site
2. Improve ADA accessibility
3. Modernize kitchens, bathrooms and unit interiors
4. Include energy efficiency and water conservation improvements

**APN: 026-284-30**

When recorded please mail to:

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

**DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND  
FOR HOME MEANS NEVADA INITIATIVE**

**(Silver Sage Court)**

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

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

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

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

BASED UPON THE FOREGOING, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II COVENANTS RUNNING WITH THE LAND**

A. Declaration of Covenants. The Grantee hereby declares that the Project is and shall

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

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

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

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

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

### **ARTICLE III ADDITIONAL REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE GRANTEE**

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

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

2. The execution and performance of this Agreement by Grantee will not violate or

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

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

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

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

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

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

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

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

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

11. The legal description attached hereto as Exhibit "A" is a true and correct copy of the legal description of the real property on which the Project is located.

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

#### **ARTICLE IV TERM OF AGREEMENT/PERIOD OF AFFORDABILITY**

This Agreement shall commence on the first day that the Project is available for occupancy and

shall continue for 30 years. This Agreement will not burden the property thereafter.

## **ARTICLE V ACCESS TO BOOKS AND RECORDS**

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

## **ARTICLE VI EFFECT OF COVENANTS IN AGREEMENT**

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

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

## **ARTICLE VII ENFORCEMENT AND REMEDIES**

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



## ARTICLE VIII RECORDING AND FILING

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

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

## ARTICLE IX AMENDMENTS

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

## ARTICLE X MISCELLANEOUS

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

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

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

D. No Waiver. The failure to enforce any provisions of this Agreement shall not operate as a waiver of any such provision or of any other provision of this Agreement, nor shall

such failure constitute a waiver of the right to enforce the same or any other provision of this Agreement for any subsequent violation.

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

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

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

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

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

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

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

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

J. Gender and Number. The singular shall include the plural and the plural the

singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter as the context requires.

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

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

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

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

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

**The remainder of this page intentionally left blank.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Grantee:

Housing Authority of the City of Reno,  
a Nevada public body corporate and politic

By: \_\_\_\_\_  
Hilary Lopez, Ph.D., Executive Director

STATE OF NEVADA                    )  
                                                          ) ss  
COUNTY OF WASHOE                )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, before me, a Notary Public, personally appeared Hilary Lopez who did say that she is the Executive Director, personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
(Signature of notarial officer)

Dated this \_\_\_\_ day of \_\_\_\_\_ 2023

NEVADA HOUSING DIVISION

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

Name: Steve Aichroth

Title: Administrator

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Legal Description**

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

All that certain parcel of land situate in a portion of the North one-half (N ½) of Section Six (6), Township Nineteen (19) North, Range Twenty (20) East, M.D.B.&M., Sparks, Washoe County, Nevada, and being more particularly described as follows:

Parcel 1 of Parcel Map No. 2972 for HOUSING AUTHORITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on November 22, 1995, as File No. 1944581, Official Records.

**RENO HOUSING AUTHORITY****AGENDA ITEM NUMBER: 10****July 25, 2023**

**SUBJECT:** Consider adoption of Resolution 23-07-07 RH authorizing the creation of a 501(c)(3) Non-Profit organization to facilitate fundraising and grant awards to support RHA Resident Services activities and Resolution 23-07-08 RH authorizing the creation of a 501(c)(3) Non-Profit organization to facilitate fundraising and grant awards to support RHA housing development goals. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

**Background:**

The programs offered by RHA's Resident Services Department have grown considerably over the last several years. By taking advantage of the funding flexibility afforded by RHA's MTW designation, the Start Smart program has flourished, and the first annual Start Smart scholarships have been awarded, just to name a few department successes. As the Department strives to further the Board's strategic goal of expanding Resident Services programs, staff feel it is time to focus on the department's financial sustainability outside of MTW funding flexibility. With only two positions in the department funded by HUD grants, and the remaining funding coming from MTW funding flexibility, long-term sustainability and growth of the department's programming will depend on accessing as many creative funding opportunities as possible.

Unfortunately, RHA's status as a quasi-government agency precludes us from applying for many foundation grants and prevents private donations from being tax deductible to donors. This is not an uncommon situation for Public Housing Authorities (PHA). Many have found a solution in the creation of a 501(c)(3) non-profit corporation under the PHA. By diversifying the department's revenue streams with a 501(c)(3), RHA's resident services programs will be able to continue to grow regardless of RHA's MTW status and continued funding available through the MTW Block Grant.

Staff have researched the process of creating a 501(c)(3), attended pertinent training, met with CPAs and legal counsel, and discussed the process with other PHA's that have successfully formed and are currently utilizing such an entity. Staff is requesting the Board's approval to move forward with the creation of a 501(c)(3) Non-Profit Corporation under RHA to provide funding opportunities to support RHA Resident Services programs.

In addition to supporting programs that serve RHA's clients, creating a non-profit corporation will provide the opportunity to expand services to other PHA's or community agencies throughout northern Nevada who are not currently able to provide such services. RHA's Workforce Development model to self-sufficiency could be expanded to serve a broader range of the community, thus having a greater impact on the community at large. Although local emergency shelters, transitional and permanent supportive housing organizations provide case management and services to their clients, there are few affordable housing providers that offer services to their tenants like those offered to RHA clients. RHA's program model focuses on long-term self-sufficiency, which is a valuable asset to ensure turnover in affordable housing and ensure that these much-needed units

are available to those that need it the most. This holds true for RHA's affordable housing as well as affordable housing owned by other developers. RHA becoming a Non-Profit Corporation would allow for more collaboration and co-grant opportunities to support these types of partnerships.

In addition to a resident service focused 501(c)3, staff anticipate that the formation of a distinct and separate 501(c)3 to further the Board's strategic goal of creating a pipeline of affordable housing development projects will be beneficial in the future. The need for such an entity is not immediately necessary but will be a useful tool in the future as the agency forms a pipeline of projects for development year over year.

Staff considered merging the two purposes into one non-profit corporation; however, based on discussions with other PHA's and non-profit corporation best practice research, the formation of a separate non-profit corporation specifically formed for the purpose of facilitating affordable housing development is preferred.

In summary, staff is requesting Board approval to begin the process of forming a 501(c)(3) Non-Profit Corporation to support the expansion of resident services programs immediately and approval to proceed with the formation of a separate 501(c)3, in the future, to specifically serve as an affordable housing development entity.

**Staff Recommendation:**

Staff is recommending approval for Resolution #23-07-07 RH authorizing RHA staff to proceed with the formation of a resident services focused 501(c)(3) non-profit corporation and approval of Resolution #23-07-08 RH authorizing RHA staff to proceed with the formation of a 501(c)3 non-profit corporation focused on affordable housing development, at a later date to be determined by staff.



HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **23-07-07 RH**

A RESOLUTION AUTHORIZING THE CREATION OF A NON-PROFIT ORGANIZATION  
WHICH WILL APPLY FOR FEDERAL TAX EXEMPTION STATUS UNDER INTERNAL  
REVENUE CODE SECTION 501(c)(3), RELATED SPECIFICALLY TO FACILITATION OF  
FUNDRAISING AND GRANT OPPORTUNITIES SUPPORTIVE OF RESIDENT  
SERVICES ACTIVITIES

WHEREAS, the Housing Authority of the City of Reno, is a Public Housing Authority existing under Chapter 315 of the Nevada Revised Statutes as a municipal corporation, and in that capacity has determined that its mission to provide fair, sustainable, quality housing in diverse neighborhoods that offer a stable foundation for low-income families and individuals to pursue economic opportunities, become self-sufficient, and improve quality of life could benefit from the assistance of a tax exempt, non-profit, organization eligible under Internal Revenue Code Section ("IRS") 501(c)(3) in relation to facilitation of fundraising and grant securing activities supportive of resident services activities; and

WHEREAS, the Housing Authority of the City of Reno, as a Public Housing Authority, may create and operate a wholly owned or controlled subsidiary or other affiliate as a nonprofit organization to administer, facilitate, and benefit programs of the Housing Authority of the City of Reno; and

WHEREAS, the nonprofit organization to be formed as a result hereof and to apply for IRS 501(c)(3) federal tax exempt status shall be organized and operated exclusively for charitable exempt purposes, including specifically but without limitation, charitable purposes, and thus will not be organized or operated for the benefit of any private interest, nor will the organization's net earnings inure to the benefit of any private shareholder or individual.

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 has approved the formation of a non-profit organization which shall apply for IRS 501(c)(3) federal tax-exempt status, to administer, facilitate, and benefit programs of the Housing Authority of the City of Reno, including specifically fundraising and grant securing activities supportive of resident services activities.
2. That the Executive Director and her designated staff of the Housing Authority of the City of Reno are hereby directed and authorized to proceed with the formation of such a non profit organization as well as the application for IRS 501(c)(3) federal tax exempt status for that organization.
3. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 25<sup>TH</sup> DAY OF July, 2023.

ATTEST:

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CHAIRPERSON

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SECRETARY

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **23-07-08 RH**

A RESOLUTION AUTHORIZING THE CREATION OF A NON-PROFIT ORGANIZATION  
WHICH WILL APPLY FOR FEDERAL TAX EXEMPTION STATUS UNDER INTERNAL  
REVENUE CODE SECTION 501(c)(3), RELATED SPECIFICALLY TO FACILITATION OF  
FUNDRAISING AND GRANT OPPORTUNITIES SUPPORTIVE OF THE HOUSING  
AUTHORITY OF THE CITY OF RENO'S HOUSING DEVELOPMENT GOALS

WHEREAS, the Housing Authority of the City of Reno, is a Public Housing Authority existing under Chapter 315 of the Nevada Revised Statutes as a municipal corporation, and in that capacity has determined that its mission to provide fair, sustainable, quality housing in diverse neighborhoods that offer a stable foundation for low-income families and individuals to pursue economic opportunities, become self-sufficient, and improve quality of life could benefit from the assistance of a tax exempt, non-profit, organization eligible under Internal Revenue Code Section ("IRS") 501(c)(3) in relation to facilitation of fundraising and grant securing activities supportive of the Housing Authority of the City of Reno's housing development goals; and

WHEREAS, the Housing Authority of the City of Reno, as a Public Housing Authority, may create and operate a wholly owned or controlled subsidiary or other affiliate as a nonprofit organization to administer, facilitate, and benefit programs of the Housing Authority of the City of Reno; and

WHEREAS, the nonprofit organization to be formed as a result hereof and to apply for IRS 501(c)(3) federal tax exempt status shall be organized and operated exclusively for charitable exempt purposes, including specifically but without limitation, charitable purposes, and thus will not be organized or operated for the benefit of any private interest, nor will the organization's net earnings inure to the benefit of any private shareholder or individual.

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 has approved the formation of a non-profit organization which shall apply for IRS 501(c)(3) federal tax exempt status, to administer and facilitate fundraising and grant securing activities supportive of the Housing Authority of the City of Reno's housing development goals.
2. That the Executive Director and her designated staff of the Housing Authority of the City of Reno are hereby directed and authorized to proceed with the formation of such a non-profit organization as well as the application for IRS 501(c)(3) federal tax exempt status for that organization.
3. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 25<sup>TH</sup> DAY OF July, 2023.

ATTEST:

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CHAIRMAN

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SECRETARY

**RENO HOUSING AUTHORITY****AGENDA ITEM NUMBER: 11****July 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, August 22, 2023; Tuesday, September 26, 2023; and Tuesday, October 24, 2023. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

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The next Board meeting will be held Tuesday, August 22, 2023.