

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

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

**MEETING DATE: Tuesday, April 23, 2024**  
**TIME: 12:00 p.m. (Approximately)**  
**PLACE: Reno Housing Authority Boardroom**  
**1525 East Ninth Street, Reno, Nevada**

*Persons wishing to provide public comment may participate during the scheduled meeting by commenting in person during the course of the meeting, or address their comments, data, views, arguments in written form to Hilary Lopez, Ph.D., Executive Director, Housing Authority of the City of Reno, 1525 East 9th Street, Reno, NV 89512-3012, Fax: 775.786.1712; e-mail address: [HLopez@renoha.org](mailto:HLopez@renoha.org). Written submission should be received by the Board on or before, April 19, 2024, by 5:00 p.m., in order to make copies available to members of the Board and the public.*

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

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**AGENDA**

- Call to order and roll call.
- Introduction of guests.
- First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.
- Approval of agenda. (For Possible Action)
  1. Annual Ethics and Open Meeting Law Training by State of Nevada Ethics Commission (Discussion)
  2. Approval of the minutes of the regular Board Meeting held March 26, 2024. (For Possible Action)
  3. Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.) (For Possible Action)
    - a) Discussion and possible adoption of Resolution 2024-04-01 approving an amendment to the HUD Standard MTW Agreement, amending Attachment A, Calculation of Subsidies, to include provisions for subsidies related to the

Rental Assistance Demonstration (RAD) program and authorizing the Executive Director to execute the Amendment. (For Possible Action)

4. Commissioner Reports. (Discussion)
5. Executive Director/Secretary's Report. (Discussion)
  - A. Update on Agency activities
  - B. Update on Rental Assistance Voucher Programs / Asset Management
  - C. Update on Workforce Development, Elderly Services, and Youth activities
  - D. Update on Public Affairs activities
  - E. Update on Development activities
  - F. Update on Information Technology activities
  - G. Update on MTW activities
  - H. Update on Legal Inquiries
  - I. Financials
6. Discussion and possible approval of revisions to the employment contract between RHA and Dr. Hilary Lopez, inclusive of up to 15 percent (15%) potential salary increase and/or COLA and/or bonus based on positive performance review on February 27, 2024. (For Potential Action)
7. Discussion and possible action to extend the UNR Early Head Start Childcare facility lease for 870 Sage Street, Reno, through December 31, 2025, for a total monthly fee of \$7,080.00 which includes monthly contract rent of \$6,880.00 and a monthly facility improvement account contribution of \$200.00. (For Possible Action)
8. Discussion and possible approval of a grant to the UNR Early Head Start Childcare program for up to \$42,480.00 to support increased programming and early childcare slots for youth ages 0-3 years old at the Sage Street facility. (For Possible Action)
9. Discussion and possible approval of the tax credit equity investor and the construction and permanent financing lender for the Hawk View Apartments public housing repositioning project. Total equity financing is estimated to be up to \$45 million. Debt financing is estimated up to \$55 million for construction and up to \$30 million for permanent financing. (For Possible Action)
10. Discussion and possible approval of a grant agreement with the State of Nevada for Home Means Nevada Initiative (HMNI) funds and corresponding deed restrictions for \$1,500,000.00 for the acquisition of 5 parcels (APNs 011-262-02, 011-262-03, 011-262-04, 011-262-14, and 011-262-15) on Reno Avenue, in Reno, for future development of affordable housing. (For Possible Action)
11. Discussion and possible approval of an amendment to RHA's State of Nevada Home Means Nevada Initiative (HMNI) grant agreement for John McGraw Court and Silver Sage Court and acceptance of \$2,000,000 in additional HMNI funds for the rehabilitation project. (For Possible Action)
12. Discussion and presentation of draft FY2024 RHA budget. (Discussion)

Closed Session:

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

Reconvene Open Session:

14. Additional Items:

- a) Possible change in day/time of Board meetings (Discussion)
- b) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- c) Reports on conferences and trainings. (Discussion)
- d) Old and New Business. (Discussion)
- e) Request for Future Agenda Topics (Discussion)
- f) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time:  
Tuesday, May 28, 2024, and Tuesday, June 25, 2024.  
(For Possible Action)

15. 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.

16. 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 JD Klippenstein, or by calling (775) 329-3630.*

*This agenda has been posted at the Housing Authority of the City of Reno Administrative Office, 1525 East Ninth Street; and further in compliance with NRS 241.020, this agenda has been posted on the official website for the Housing Authority of the City of Reno [www.renoha.org](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: Hilary Lopez, Ph.D., Executive Director, Housing Authority of the City of Reno, 1525 East Ninth Street, Reno, Nevada, 89512, or by calling (775) 329-3630. Copies of supporting (not privileged and confidential) material provided to Board members by staff may be obtained at the aforementioned address.*

*Dated April 18, 2024*

*Colleen Montgomery-Beltran*

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

**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 1**

**April 23, 2024**

**SUBJECT:** Annual Ethics and Open Meeting Law Training by State of Nevada Ethics Commission  
(Discussion)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

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**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 2**

**April 23, 2024**

**SUBJECT:** Approval of the minutes of the regular Board Meeting held March 26, 2024. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** Discussion

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The minutes of the regular Board Meeting held March 26, 2024, are attached.

MINUTES OF THE REGULAR MEETING  
HOUSING AUTHORITY OF THE CITY OF RENO  
BOARD OF COMMISSIONERS  
March 26, 2024

The regular meeting of the Board of Commissioners of the Housing Authority of the City of Reno (Agency) was called to order by Vice Chairman Sullivan at 12:00 pm on Tuesday, March 26, 2024, in the Agency's Boardroom.

**Commissioners Present**

Mark Sullivan, Vice Chairman  
Dave Aiazzi, Chairman  
(by phone)  
Kathleen Taylor

Staff Present

Heidi McKendree, Deputy  
Executive Director  
Jamie Newfelt, Director Rental  
Assistance  
Ashley Butler, Resident  
Services Administrator  
Josh Stice, Director of IT  
April Conway, Public Affairs  
Officer  
Kim Anhalt, Moving to Work  
Coordinator  
JD Klippenstein, Director of  
Development  
Kristin Scott, Director of Public  
Housing

Darren Squillante, Director of  
HR  
Colleen Beltran, Interim  
Executive Administrative  
Assistant  
Brenda Freestone, Contract  
Administrator Washoe  
Affordable Housing  
Corporation (WAHC)  
Simona Parton, Finance  
Administrator  
Gaby Hover, Admissions  
Administrator  
Ryan Russell, Legal Counsel

**Commissioners Absent**

Hillary Schieve, Mayor  
Dejanae Solley

**Staff Absent**

Hilary Lopez, Ph.D., Executive Director

**Others Present**

John Murphy, Finance Consultant

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

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

John Murphy, Finance Consultant with Nan McKay

- **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.**

Mr. David Tschakar, resident of Hawk View Apartments, requested Reno Housing Authority maintain openness and honesty regarding the relocation of Hawk View residents. He also requested the contact information of the representative for the developer Brinshore for the purpose of pointing out two trees registered with NAS (National Audubon Society) that are home to two species of indigenous birds located on the Hawk View property that Mr. Tschakar would like the developer to save.

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

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

### **Open Session:**

#### **1. Presentations:**

- Presentation and overview of Reno Housing Authority's Asset Management Division by Kristin Scott, Director of Asset Management (Discussion Only)
  - Asset Management Team: responsible for maintaining and managing 1022 units, interacting with residents, and providing support through FSS program.
  - Team consists of 27 members, broken into management, maintenance, and general office clerks, serving approximately 2200 residents. Two-thirds of those residents are either seniors or persons with disabilities.
  - Residents of public housing have low-income levels, with average household income of \$19,500.
  - The Asset Management group runs 5 different funding programs: Low-Income Housing Tax Credit Program, Low-Income Housing Trust Fund, HOME Fund, and other affordable units, which are primarily scattered site properties.
  - Assistant managers lease the units, verify eligibility, collect rent, conduct inspections, and enforce the terms of lease for 166 townhomes, condos, duplexes, and single-family homes in Washoe County.
  - The Maintenance Team perform preventative maintenance, address landscaping needs, work on tenant initiative work orders, and cover all after hours emergency calls.



- Office Clerks process tenant requested work orders, averaging about 500 work orders per month. Office clerks also coordinate and track all contract work, handle processing of reasonable accommodations, and serve as back-up for the front desk.
- Director Scott highlighted the success of teaming up with the mobile inspection app, which has saved the organization over \$200,000 in contracting out work and entered over 500 work orders per month.
- The mobile inspection app has significantly decreased the workload of the office clerks by automatically generating work orders, and residents can now enter their own work orders online.
- Director Scott emphasized their role in ensuring compliance with certifications and documents for managing five programs with over 1000 units.
- Commissioner Taylor asked for clarification on the budget for the program, if it fluctuates based on annual allocations, and who is responsible for compliance of the different program requirements.
  - Director Scott, answering the second question first, stated that she is responsible for compliance. However, she does have support of an administrator and a compliance specialist, who was newly put into place in December. Room in the budget for a budget specialist is being considered this year.
  - Deputy Executive Director McKendree, answering Commissioner Taylor's second question, stated that the properties and public housing are supported by tenant rents, but that does not support the whole program. The operating subsidies are roughly \$1.7 million. Capital funds subsidy is \$1.4 million. Last year, expenses exceeded revenue by about \$800,000.
- Commissioner Aiazzi asked Director Scott for the number of work orders her department processed per month before Yardi, and the length of time required to process each work order.
  - Director Scott stated that her department processed well over 1500 to 2500 a month. Each work order takes about 5 minutes to process.
- Vice Chairman Sullivan asked Director Scott if Yardi the Rent Café is up and running yet.
  - Director Scott responded that The Rent Café is in progress, with affordable housing anticipated to be going live first within a month and a half to two months.
  - Vice Chairman Sullivan suggested Director Scott's presentation be posted on the Reno Housing Authority's website to educate the public about the purpose of Reno Housing Authority.
- Annual Report on outcomes under RHA's FY23-24 Contract with JF Downey Realty Consulting & Advisory Services LLC for Eviction Prevention Services (Discussion Only)
  - Farrah Downey presented that from February 1, 2021 to March 1, 2024, their audit demonstrated that 1007 households have been successfully helped to retain and sustain housing. Since this contract period from May 1, 2023 to March 1, 2024, 518 households have been assisted.
  - Ms. Downey stated that after all the funding, they were about \$19,000 over budget, utilizing her own company money to fund the deficit.

- This contract period there were 73 direct referrals that were sent from RHA that were successfully assisted. This number does not represent the total of all referrals that were sent over, only those that were successfully assisted.
- After a satisfaction survey was conducted recently, JF Downey received a four out of five rating.
- HUD has recognized the work JF Downey is doing for the community and will be putting them on their website for Nevada as the only program offering eviction prevention services.
- Chairman Aiazzi asked Ms. Downey to clarify what funding she expects to receive from the county, and the number of referrals in total were sent to her from RHA.
  - Ms. Downey stated that she has received a commitment for over \$200,000 from the county to subsidize the program.
  - Ms. Downey stated that she was prepared to give only the number of referrals that were successfully assisted, not the total number of referrals sent by RHA, but that she would get Chairman Aiazzi the total number.
- Ms. Downey informed Commissioner Taylor that undisclosed referrals meant that the applicant did not disclose where the referral originated, so that information is unknown. However, out of roughly 1000 referrals, we know that 73 came directly from RHA.

**2. Approval of the minutes of the Annual Board Retreat held December 15, 2023, the special meeting held January 4, 2024, the closed session meeting held January 4, 2024, and the regular Board Meeting held February 27, 2024. (For Possible Action)**

Commissioner Taylor motioned to approve the minutes from the Annual Board Retreat held December 15, 2023, the special meeting held January 4, 2024, the closed session meeting held January 4, 2024, and the regular Board Meeting held February 27, 2024. Chairman Aiazzi seconded the motion. Vice Chairman Sullivan called for the vote. The motion carried 3 ayes and no nays.

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

- a) Possible adoption of Resolution 24-03-02 RH approving the final financial audit report from CliftonLarsonAllen LLP. (For Possible Action)
  - Commissioner Taylor asked for clarification on RHA's budget as we move past 2029 in regards to the large payments that will be coming due and how RHA will plan for those.
    - Mr. John Murphy, RHA's financial consultant, responded that the payment amounts would be more manageable if they were divided by the five year periods represented.
    - Mr. Murphy also pointed out an error on page 12 of the Independent Auditors' Report. The debt number should not read \$1.48 million but should read \$479,000.

Commissioner Taylor motioned to approve Item a) of the consent agenda with the corrections that Mr. Murphy pointed out. Chairman Aiazzi seconded the motion. Vice Chairman Sullivan called for the vote. The motion carried with 3 ayes and no nays.

- b) Possible approval of a \$6,000.00 donation from Commissioner Aiazzi's contingency funds to RHA to support Spring Break Bike Camp for ten (10) RHA youth and hosted by RHA in partnership with the Reno Bike Project. (For Possible Action)

Commissioner Taylor motioned to approve Item b) of the consent agenda. Chairman Aiazzi seconded the motion. Vice Chairman Sullivan called for the vote. The motion carried 3 ayes and no nays.

#### **4. Commissioner Reports.**

Commissioner Taylor informed the group that the City of Reno will be presenting affordable housing initiatives at the city council meeting that would make some small changes.

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

##### **A. Update on Agency activities**

- Deputy Executive Director McKendree and Commissioner Taylor discussed updates from the US Department of Housing and Urban Development, including the President signing the fiscal year 24 minibus, which included the US Department of Housing and Urban Development's budget, and an extension of their agreement until 2038.
- RHA was awarded the US Department of Housing and Urban Development's Northern California, Northern Nevada 2024 Repositioning Strategy Award by the San Francisco field office per HUD's field office director, Gerald Windt.
- RHA received HUD approval for its section 18 disposition application for Hawk View Apartments, which allows RHA to continue its relocation planning, financing, and related factors for the redevelopment of Hawk View. As the next steps are RHA and its developer partner Brinshore Development will seek approval of bond financing from the State Board of financing at its June meeting.
- Relating to the award of 125 new project based HUD VASH vouchers, the RFPs are available for review through RHA's website and our planning and development page. Responses are due by April.
- Per recent discussion with, and clarification from, HUD staff, all of RHA's public housing sites will operate as general occupancy housing available to any eligible household. Given current demographic data that HUD considers, there is not enough data to support an elderly designation at certain sites. This may change over time and, if so, RHA can submit for approval of a 5-year designated housing plan at Board identified sites.

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

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

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

##### **E. Update on Development activities**

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

##### **G. Update on MTW activities**

##### **H. Update on Legal Inquiries**

##### **I. Financials**

**6. Possible adoption of Resolution 24-03-03 RH approving the content and submission of the Authority's FY 2025 Moving to Work Annual plan and Certifications of Compliance to the U.S. Department of Housing and Urban Development (HUD). (For Possible Action)**

- Commissioner Taylor disclosed for the record that she is a board member of Eddie House, she has sought legal counsel, and she is able to vote on this item.
  - Legal counsel, Mr. Ryan Russell, confirmed that Commissioner Taylor need not abstain from voting on this item.
- Ms. Kim Anhalt, Moving To Work Coordinator, gave an update on RHA's fiscal year 2025 MTW plan.
  - RHA proposes to implement an activity to reduce the number of interim recertifications resulting in increased staff productivity while also encouraging Public Housing (PH) residents and Housing Choice Voucher (HCV) participants to increase household income without the increase adversely affecting rent. The proposed activity also aligns portions of RHA's recertification policy with upcoming regulation changes in the Housing Opportunities Through Modernization Act (HOTMA) while aiming to keep the process simpler for both staff and clients.
    - Following implementation of this activity, RHA will no longer process or require PH residents or HCV participants to report increases in household income until the household's next annual recertification. However, RHA will process interim recertifications and redetermine rent in both programs under the five specific circumstances if it benefits the resident.
  - RHA's MTW plan also proposes expanding the Landlord Incentive Program, which will add a vacancy loss payment to the landlord. This payment covers the period in time from when the tenant submits the request for tenancy approval and the lease up, to ensure the landlord is paid in full for the month.
  - The MTW plan also includes a proposed amendment to simplify rent calculations and increase the minimum rent.
  - Commissioner Taylor commented that she appreciated the background information provided by Ms. Anhalt. In addition, Commissioner Taylor asked Ms. Anhalt if the proposed changes to the MTW Plan would impact the annual write-offs in any way. Ms. Anhalt clarified that the proposed changes are aligned with HOTMA regulations.
  - Chairman Aiazzi asked Ms. Anhalt if the expansion to the Landlord Incentive Program would cause more landlords to participate in the program. Ms. Anhalt responded that it is RHA's hope that it would increase landlord participation.
  - Deputy Executive Director McKendree explained that the Eddie House has increased their emergency housing beds from 43 to 70 per night, but they are only approved to bill RHA for 43 beds.
  - Deputy Executive Director McKendree mentioned that RHA has not yet received a formal request from Eddie House for RHA to fund additional beds, despite informal discussions.
  - Chairman Aiazzi asked about increasing the number of beds in this plan, and Deputy Executive Director McKendree explained that it cannot be done in this plan due to time constraint and would require an amendment to be made in the future.

- Heidi McKendree explained that the plan needs to be submitted to HUD by March 31st, and any revisions would need to be made in the next annual plan.
- Chairman Aiazzi suggested that the MTW Annual Plan should be presented to the Board earlier next year to allow for discussion on possible changes to the plan. He asked that time should be built in to allow for the Board to deliberate.
- Commissioner Sullivan suggested that when the draft MTW plan is created in November, perhaps the Board could see it then, to be able to make changes before it goes to public hearings.

Commissioner Taylor motioned to approve Resolution 24-03-03 RH. Chairman Aiazzi seconded the motion. Vice Chairman Sullivan called for the vote. The motion carried 3 ayes and no nays.

**7. Possible adoption of Resolution 24-03-04 RH revising the list of staff and Board members with signing authority for RHA. (For Possible Action)**

- Deputy Executive Director McKendree explained that with recent changes to the Board of Commissioners vice chair position, revisions to the RHA staff and board member check signing authority must also be updated with our bank. Mark Sullivan will replace the prior Vice Chair Jazmeen Johnson on the schedule of authorized signers.

Commissioner Taylor motioned to approve Resolution 24-03-04. Vice Chairman Sullivan seconded the motion. With no further discussion, Vice Chairman Sullivan called for the vote. The vote was all ayes, no nays. Vice Chairman Sullivan declared the motion carried.

**8. Discussion and possible direction to staff to release a Request for Proposal (RFP) for Eviction Prevention Services for July 1, 2024, through June 30, 2025. (For Possible Action)**

**AND**

**9. Discussion and possible direction to staff to negotiate and execute a contract extension with JF Downey Realty Consulting & Advisory Services LLC for continued eviction prevention services for May 1, 2024, through June 30, 2024. (For Possible Action)**

- Summarizing Item 8 of the agenda, Deputy Executive Director McKendree explained that since February 2021, RHA has contracted with Emergency Eviction Prevention Program of Nevada, EEPPN, to provide emergency housing resources, eviction prevention, and housing navigation services to low-income Washoe County residents. EEPPN's current contract with RHA is due to expire on April 30, 2024.
- With Commissioner Aiazzi offering questions that relate to both Items 8 and 9 of the agenda, Commissioner Sullivan suggested the Board open both items up for discussion at once.
- Summarizing Item 9 of the agenda, Deputy Executive Director McKendree explained that should the release of the RFP be approved, there will be a two-month lapse in services. Staff are requesting that the Executive Director be allowed to negotiate and execute a contract extension with JF Downey Realty Consulting & Advisory Services LLP for continued eviction prevention services to cover the two months from May 1, 2024, through June 30, 2024.

- Chairman Aiazzi asked for clarification on what RHA would be recommending to budget for next year's contract with JF Downey.
- Deputy Executive Director McKendree explained that currently RHA funds JF Downey about \$18,000 per month. The per referral cost that was used to come up with an estimate was based on information that was provided by JF Downey, which was \$423 per service, and \$650 per household because sometimes she'll provide multiple services. RHA used the middle ground between JF Downey's provided information regarding how much it costs to serve a household per service, to come up with that interim contract period, estimating roughly seven to eight referrals per month. The negotiation would be based on the number of referrals JF Downey provided during the last contract period.
- Commissioner Taylor asked about the process RHA uses to verify the information we receive from JF Downey and if RHA sees JF Downey's services as valuable. Deputy Director McKendree informed Commissioner Taylor that RHA conducted three types of audits. All three audits were favorable, with no issues. Deputy Director McKendree and Director of Rental Assistance, Jamie Newfelt, agreed that RHA does indeed see the services JF Downey as valuable.
- Chairman Aiazzi asked if there were many other businesses able to respond to this RFP. Deputy Director McKendree stated that it is unknown to RHA if there are other businesses who could respond to this RFP, but any business offering this service could respond. RHA would release the RFP and have it open for responses for 30 days, and then review the submissions.

Regarding **Agenda Item 8**, Commissioner Taylor motioned to approve the release of a Request for Proposal (RFP) for Eviction Prevention Services for July 1, 2024, through June 30, 2025 with a possible extension. Chairman Aiazzi seconded the motion. With no further discussion, Vice Chairman Sullivan called for the vote. The vote was all ayes, no nays. Vice Chairman Sullivan declared the motion carried.

Regarding **Agenda Item 9**, Commissioner Taylor motioned to approve the Executive Director negotiate and execute a contract extension with JF Downey Realty Consulting & Advisory Services LLC for continued eviction prevention services for May 1, 2024, through June 30, 2024. Chairman Aiazzi seconded the motion. With no further discussion, Vice Chairman Sullivan called for the vote. The vote was all ayes, no nays. Vice Chairman Sullivan declared the motion carried.

**10. Discussion and possible approval to extend RHA's contract for Legal Services with Allison McKenzie from July 1, 2024, through June 30, 2027, at the same hourly rates and terms as under the current contract. (For Possible Action)**

- Chairman Aiazzi commented that he believes Allison McKensie has done a great job and that RHA has not been over budget.

Commissioner Taylor motioned to approve the extension of RHA's contract for Legal Services with Allison McKenzie from July 1, 2024, through June 30, 2027. Chairman Aiazzi seconded the motion. With no further discussion, Vice Chairman Sullivan called for the vote. The vote was all ayes, no nays. Vice Chairman Sullivan declared the motion carried.

**11. Discussion and possible action to execute Agreements with CloudTen Residential, the new organization based on merger with Gaston & Wilkerson, for continued property management at Ala Moana Apartments, Colonial Court Apartments, Sarrazin Arms Apartments, Prater Way, and Idlewild Apartments. (For Possible Action)**

- Due to the merger, new property management agreements need to be executed under CloudTen. CloudTen has agreed to maintain the current contract fees and terms associated with each property currently managed by Gaston Wilkerson. RHA legal counsel has reviewed the agreements and comments were incorporated into those agreements.
- Should the Board choose not to proceed with the execution of the property management agreements with CloudTen, staff would need to proceed with the release of an RFP to procure Property Management Services. Current market rate property management fees can range between eight to 12% of total monthly gross receipts. RHA's current contracts and the new property management agreements with CloudTen are significantly less than that.
- Staff is recommending approval to execute the property management agreements with CloudTen Residential for continued property management at Ala Moana Apartments, Colonial Court Apartments, Sarrazin Arms Apartments, Prater Way, and Idlewild Apartments.
- Chairman Aiazzi asked, because of RHA's procurement policy, why does RHA not have to release an RFP for this contract. Deputy Director McKendree clarified that, because this is maintaining the current contracts, no RFP is required.

Commissioner Taylor motioned to approve to execute agreements with CloudTen Residential, the new organization based on merger with Gaston & Wilkerson, for continued property management at Ala Moana Apartments, Colonial Court Apartments, Sarrazin Arms Apartments, Prater Way, and Idlewild Apartments. Chairman Aiazzi seconded the motion. With no further discussion, Vice Chairman Sullivan called for the vote. The vote was all ayes, no nays. Vice Chairman Sullivan declared the motion carried.

**12. Discussion and possible amendment to Resolution 23-04-02 RH to identify an RHA Seller's Note in the approximate amount of \$17.7 million as part of the financing for the Silverada Manor rehabilitation and preservation project. (For Possible Action)**

Commissioner Taylor motioned to approve the amendment to Resolution 23-04-02 RH to identify an RHA Seller's Note in the approximate amount of \$17.7 million as part of the financing for the Silverada Manor rehabilitation and preservation project. Vice Chairman Sullivan seconded the motion. With no further discussion, Vice Chairman Sullivan called for the vote. The vote was all ayes, no nays. Vice Chairman Sullivan declared the motion carried.

**13. Discussion and possible approval to reclassify the Public Affairs Officer position from Grade 8 to Grade 3 based on a change in the position responsibilities and duties.**

- RHA staff is requesting the board reclassify the Public Affairs Officer position from a grade 8 salary range to a grade 3 salary range effective RHA pay period starting April 1, 2024. The executive director is requesting this change to better align the salary for this

position with its current tasks, responsibilities, and management level.

- Vice Chairman Sullivan commented that he understands that RHA has been about 30% too low in the pay rate for the scope of this position and that jeopardizes the ability for RHA to keep that position filled. Vice Chairman Sullivan also praised RHA's outgoing Public Affairs Officer for her fantastic efforts.

Commissioner Taylor motioned to approve and authorize the reclassification of the Public Affairs Officer from grade 8 to grade 3 effective RHA pay period starting April 1, 2024. Chairman Aiazzi seconded the motion. With no further discussion, Vice Chairman Sullivan called for the vote. The vote was all ayes, no nays. Vice Chairman Sullivan declared the motion carried.

Deputy Executive director McKendree stated on the record that Public Affairs Officer, April Conway, has done a phenomenal job, will be sorely missed, and thanked her for everything she's done for RHA.

**14. Closed Session: The Board may give direction to staff in closed session regarding the position or positions to be taken or the strategy to be employed, and staff may provide the Board with an update, regarding:**

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

**Reconvene Open Session:**

**15. Discussion and possible approval of a Subcommittee of the Board to liaison with staff on labor negotiations and matters related thereto. (For Possible Action)**

Agenda Item 15 was pulled from the agenda, with no opposition.

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

- **Dick Scott Manor**
- **Hawk View Apartments**
- **Silverada Manor**
- **John McGraw/Silver Sage Court**
- **Stead Manor**
- **Essex Manor**
- **Railyard Flats (previously 419 10th Street)**
- **Carville Court**
- **Paradise Plaza (Discussion)**
  - Per Commissioner Taylor's previous request for the Director of Development, JD Klippenstein, to provide quarterly, one-page updates on each of the 9 development projects, Director Klippenstein presented an overview of the content of each of his one-



page project development updates, including budget, funding sources, and project status. Chairman Aiazzi requested the updates also show any potential problems that may come up that may affect the timeline.

- Director Klippenstein's update reports show Silverada Manor and Hawk View Apartments at the yellow stage, which is due almost exclusively to difficulty getting HUD approval. However, Hawk View was approved about three weeks ago. RHA will be providing an update to Hawk View residents at an upcoming resident meeting. That will provide an update on the start of the relocation effort.
- The other update on Silverada Manor is that RHA did get to concept call which was a key step in the RAD process. RHA is looking to submit the financing plan to HUD, which would be the final step.
- The bond application has been submitted for Silverada Manor. The bond application will be submitted for Hawk View Apartments in April for the June board of finance meeting. Director Klippenstein added that staff is planning to bring the recommended lender and investor to the April Board of Commissioners meeting for Hawk View Apartments, similar to what RHA did with the Silverada Manor lender investors.
- Commissioner Taylor had previously requested high-level training for the Board's decision-making criteria regarding lender investors, which Deputy Director McKendree indicated Director Lopez will likely provide.
- The Board aims to select a tax credit buyer and bond purchaser by mid-April, with a Board meeting to finalize decisions and submit to the state by the following Friday.
- Director Klippenstein mentioned the possibility of moving funding from the Essex Manor project award to the Stead Manor project, depending on the scope of work, and a pre-op meeting with the City of Reno. More information will be available at the April Board meeting.

## **17. Additional items:**

### **a) Possible change in day/time of Board meetings (Discussion)**

This item was pushed to the next meeting.

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

- Regarding a presentation on Open Meeting Law, Vice Chairman Sullivan asked Legal Counsel, Mr. Ryan Russell, if the Ethics Commission must be present, or can they phone in to the meeting. Mr. Russell stated that the Ethics Commission will be present and has agreed to give a presentation on ethics portion, and Mr. Russell will give the Open Meeting Law portion of the presentation.
- Vice Chairman Sullivan suggested, if the Board agrees to having the Ethics Committee give the presentation, that the presentation be scheduled at the end, as a separate item, of the agenda, or be scheduled as a Special Meeting.

- c) **Reports on conferences and trainings. (Discussion)**
- d) **Old and New Business. (Discussion)**
- e) **Request for Future Agenda Topics (Discussion)**
- f) **Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, April 23, 2024; and Tuesday, May 28, 2024. (For Possible Action)**

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

Regarding the Landlord Incentive Program, Hawk View Apartment resident, Mr. David Tschakar suggested RHA focus on the incentives for the landlords to consider a section eight voucher for displaced Hawk View Apartment residents under the relocation program. In addition, Mr. Tschakar requested again to obtain the contact information for RHA's representative at Brinshore to ask him to not harm the two trees on the Hawk View property. Deputy Director McKendree suggested Mr. Tschakar place his concerns in writing and address it to the Hawk View Development Project, and RHA will pass Mr. Tschakar's concerns on to the developer.

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

The meeting adjourned at 2:34 pm

## RENO HOUSING AUTHORITY

**AGENDA ITEM NUMBER: 3**

**April 23, 2024**

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

- a) Discussion and possible adoption of Resolution 2024-04-01 approving an amendment to the HUD Standard MTW Agreement, amending Attachment A, Calculation of Subsidies, to include provisions for subsidies related to the Rental Assistance Demonstration (RAD) program and authorizing the Executive Director to execute the Amendment. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

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### **Background:**

RHA's Standard MTW Agreement contains four attachments, one of which is an attachment outlining RHA's Capital Fund, Public Housing, and Housing Choice Voucher (HCV) program funding calculations, also known as Attachment A. As RHA is funded pursuant to Attachment A, an amendment is required in order to convert applicable public housing funding to the HCV account for the purpose of Rental Assistance Demonstration (RAD) conversions. As previously discussed with the Board, after a RAD conversion, the housing authority will no longer receive public housing operating and capital fund monies for the converted property. Instead, the Authority will receive additional rental subsidy, through its HCV account, for RAD units based on the HUD approved RAD rents at the site. Approval of this Resolution approves this amendment to RHA's Standard MTW Agreement and authorizes RHA's Executive Director to execute the document.

### **Staff Recommendation and Motion:**

Staff recommends the Board motion to approve the amended Attachment A of RHA's Standard MTW Agreement and authorize the Executive Director to execute the amended agreement.

**THIRD AMENDMENT**  
**TO**  
**AMENDED AND RESTATED MOVING TO WORK AGREEMENT AMENDING**  
**ATTACHMENT A (CALCULATION OF SUBSIDIES) FOR THE**  
**RENTAL ASSISTANCE DEMONSTRATION (RAD)**  
**BETWEEN**  
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**AND**  
**THE HOUSING AUTHORITY OF THE CITY OF RENO**

This Third Amendment to the Moving to Work (“MTW”) Agreement (“Agreement”) is entered into by and between the United States of America through the U.S. Department of Housing and Urban Development (“HUD”) and the Housing Authority of The City of Reno (“Agency”) and is effective on the date of execution by HUD. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.

As a result of the Agency’s participation in the RAD demonstration, Attachment A is amended as follows:

1. The following subparagraphs 2.a and 2.a.i. are hereby added at the end of Section C.2.:
  - a. If the Agency receives PBV vouchers as part of a RAD Component 1 conversion, HUD will add new Rental Assistance Demonstration (RAD) Component 1 PBV vouchers to Agency’s Annual Contributions Contract (ACC) via funding of \$1 for the remainder of the calendar year (CY) in which the project converts and the vouchers are awarded.

HUD will provide renewal funding for the first full calendar year (CY) following a RAD conversion based on the RAD Operating Fund and Capital Fund calculated rent per unit costs (PUC).

After the first full year, HUD will renew these vouchers based on the original per unit funding of the increment award (the Public Housing and Capital Fund calculated PUC),—adjusted by the renewal inflation factor and the applicable proration factor, in accordance with the adjustment process described in subparagraph a) of this section. Beginning with the first full CY after the RAD conversion, MTW PHAs will report all RAD Component 1 vouchers’ leasing and HAP expenses in the Voucher Management System (VMS), or in any successor system, in the respective RAD PBV fields, per the VMS instructions.

- i. Administrative fees for RAD vouchers will be earned per each year’s posted administrative fee rates each month. Fees for RAD vouchers will be prorated at the same level that applies to all non-MTW agencies.

IN WITNESS WHEREOF, the parties have caused this Amendment to Attachment A to be executed by their duly authorized representatives.

HOUSING AUTHORITY OF THE CITY OF RENO

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

Name: Hilary Lopez

Its: Executive Director

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

UNITED STATES DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT

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

Name: Richard J. Monocchio

Its: Principal Deputy Assistant Secretary

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

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **24-04-01 RH**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE HUD STANDARD MTW AGREEMENT AMENDING ATTACHMENT A, CALCULATION OF SUBSIDIES, TO INCLUDE PROVISIONS FOR SUBSIDIES RELATED TO THE RENTAL ASSISTANCE DEMONSTRATION (RAD)

WHEREAS, Moving to Work (MTW) is a demonstration program, established by Congress in 1996, that offers a limited number of “high performing” Public Housing Authorities the opportunity to propose and test innovative, locally designed approaches to administering housing programs and self-sufficiency strategies; and

WHEREAS, the Authority’s MTW agreement was signed by Sandra B. Henriquez, Assistant Secretary of the U.S. Department of Housing and Urban Development (HUD) on June 27, 2013; and

WHEREAS, on June 28, 2016, the Board of Commissioners approved an extension to the Authority’s agreement with HUD to participate in the MTW Demonstration Program through the end of the Authority’s Fiscal Year (FY) 2028; and

WHEREAS, the Authority’s MTW agreement contains four sections, one of which is an attachment outlining RHA’s Capital Fund, Public Housing, and Housing Choice Voucher (HCV) program funding calculations, also known as Attachment A; and

WHEREAS, to convert applicable public housing funding to the HCV account for the purpose of Rental Assistance Demonstration (RAD) conversions, an amendment to Attachment A of the HUD Standard MTW Agreement is required;

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

1. The Board of Commissioners of the Housing Authority of the City of Reno hereby approves the Third Amendment to Amended and Restated Moving to Work Agreement and authorizes the Executive Director to execute the Amendment, effective as of this date.
  
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS  23  DAY OF  April , 2024.

ATTEST:

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
SECRETARY

**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 4**

**April 23, 2024**

SUBJECT: Commissioner Reports. (Discussion)

FROM: Commissioners

RECOMMENDATION: Discussion

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## RENO HOUSING AUTHORITY

**AGENDA ITEM NUMBER: 5**

**April 23, 2024**

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

FROM: Executive Director

RECOMMENDATION: Discussion

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### **A. Update on Agency Activities**

- RHA was awarded \$701,348 in State of Nevada HOME-ARP monies for its Carville Court redevelopment project. The project entails the demolition of existing units, the majority of which are vacant, and redevelopment of 11 units of supportive housing. Staff are working with the Nevada Housing Division on a funding agreement and will bring it to the Board when available. This funding aligns with the Boards direction and goal to increase the amount of affordable housing provided by RHA.
- Staff applied to Eaglemark Savings Bank and received a \$20,000 donation to support the continued expansion of its workforce development programming. This effort aligns with the Boards goal of increasing opportunities for RHA residents and participants to break the cycle of poverty.
- RHA's public housing and voucher waitlists opened on April 15, 2024, and will close on May 3, 2024, at 5 pm local time. Staff have worked with media, stakeholders, and posted on its various social media channels to spread the word. As of April 17<sup>th</sup>, RHA had received over 1100 applications.
- RHA will host a career fair on April 24, 2024, from 3-6 pm at Silverada Manor. The fair will include workforce development workshops and community partners will be on-site to discuss current job openings and opportunities. Approximately 15 community partners will be attending.
- Residents at Mineral Manor used their Board allocated funding for a new barbeque area. Maintenance staff installed a new concrete pad and barbeque in early April which is already being used by tenants.
- RHA is purchasing two (2) document kiosks that come with a built in 19-inch LCD touch screen, metal keyboard with touchpad, stereo speakers, internal laser printer, and full-page document scanner. These kiosks integrate seamlessly with Rent Café, allowing residents to perform functions such as scanning/printing forms, applying for waitlists, and paying their bills. With a fully customizable interface, hundreds of translation options, and remote tools allowing RHA to connect from anywhere, these will be welcomed, convenient additions for our clients' experiences. One kiosk will be installed in our lobby and staff will be reaching out to Washoe County to see if the other kiosk can be placed at either the downtown or Sierra View library.
- The Executive Director will participate in a public policy panel on May 6, 2024, at the Southern Nevada Regional Housing Authority's Regional Affordable Housing Forum in Las Vegas, Nevada. The forum focuses on ways to collectively address the housing crisis in Nevada and



brings together elected officials, government entities, and stakeholders to brainstorm strategies to advance affordable housing.

- Board members are reminded that any remaining contingency funds must be allocated by June 30, 2024. Commissioners may submit requests to allocate contingency funds to non-profit organizations, government programming, or to RHA activities. Requests should be submitted via email to the Executive Director by May 17th for placement on the May agenda or by June 14<sup>th</sup> for placement on the June agenda. Information on remaining contingency amounts will be provided at today’s meeting.

**B. Update on Rental Assistance / Asset Management**

**Rental Assistance**

Voucher Type	Total Voucher Baseline	Vouchers Leased as of 4/1/24	Percent Leased	Vouchers Issued Not Yet Leased
Housing Choice Voucher	2,484	2,176	88%	156
VASH	541	297	55%	68
EHV	127	105	83%	19
FYI	15	7	47%	2

Number HQS Inspections Conducted by Month	
March 2024	169

**City of Sparks Eviction Prevention Program**

Total Funding Awarded	Total Assistance Approved as of 4/11/24	Number of Households Approved as of 4/11/24	Percent Funding Spent
\$1,455,000	\$1,281,212	283	92.5%

**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 115 of our HCV’s to assist special populations obtain housing. Of the total 115 PBV units, 95 are assigned to RHA owned properties.

Lease-Up Expectations: Although total voucher allocation is 2554, HUD has set the agency’s leasing expectation at 2484 (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 2554 vouchers is not expected or suggested by HUD. This includes the additional 7 vouchers provided as of 9/1/23.

## **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 31 of these vouchers. This also includes the 125 additional vouchers provided as of 11/1/23.

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

Description: Vouchers allocated by HUD for the specific purpose of assisting homeless individuals or families or those at risk of homelessness in obtaining housing. RHA is partnering with five local agencies (Catholic Charities, Health Plan of Nevada, Washoe County Human Services-Our Place, Washoe County Housing and Homeless Services-Cares Campus, and Volunteers of America) that have experience providing services to this population. 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. Although 137 vouchers were originally allocated, 10 vouchers are unable to be re-issued after 9/30/23 and have been removed from the baseline, leaving 127 vouchers.

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

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

## **Asset Management**

Maintenance staff are preparing for the upcoming summer season by ordering necessary supplies to energize the irrigation systems and start up swamp coolers. They continue working on trimming bushes and trees and onboarding the new hire maintenance staff. They have also been working on completing the board approved \$5,000 resident council projects around the public housing projects.

- The Management team continues to work on setting up Rent Café with hopes of going live in May 2024 with the scattered site properties. The Rent Café online portal will allow residents the ability to pay their outstanding balances, create work orders and complete recertifications electronically. The management team also continues to become proficient in the NSPIRE inspection module of Yardi and will soon learn Teller Scan which will allow them the ability to process paper checks or money orders electronically. This will significantly decrease the time for checks to process through bank accounts which should result in fewer NSF checks and eliminate the need to bring checks down to the main office each day to be deposited to the bank.
- Public Housing ended the month of March with 79 vacancies for an overall occupancy rate of 89.60% across all sites. In March, five residents vacated their unit, and two units were leased.

## **C. Update on Resident Services**

### **Department Updates**

- The new Director of Resident Services, Jeremy Stocking, will be joining the team in mid-April.
- Recruitment for a new Workforce Development Coordinator was completed.
- The Resident Services team assisted with the facilitation of the RAD resident meetings at Silverada, McGraw/Silver Sage, and Stead.

### **Elderly Services**

- Senior Movie Night was held on April, 25th. Residents watched The Greatest Showman while enjoying movie concessions and crafts.
- Staff partnered with Altrusa for a community outreach event.
- Elderly Services staff continued to plan and operate the Golden Groceries Food Pantry. On average, 35-45 residents are served.
- Elderly Services staff members hosted Sanford Center for Aging at Willie J. Wynn for the Community Health and Wellness Program.
- Staff attended the Aging and Disabilities Services Conference.

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

- Staff hosted the annual Career Fair for Workforce Development and Start Smart clients. 11 community partners hosted tables. Our HR team, Darren Squillante and Kathy Merrill, facilitated a career planning workshop for attendees.
- Current RHA employee, Karina Villasenor-Espino, will be joining the WFD team as the new Workforce Development Coordinator. She will begin in mid-May.

### **Youth/Family Activities**

- Staff is preparing for 2024 summer camp in partnership with Sierra Nevada Journeys. Thanks to the generous Helen Close Charitable Foundation scholarships, 43 youth will get to attend summer camp at no cost.
- All 5 graduating Start Smart participants submitted scholarship packets. The packets have been turned over to the scholarship review committee.
- Staff continues to plan and coordinate the Start Smart Scholars Night dinner, to be held on June 26th at the Eldorado.

### **Resident Councils**

- Resident Services staff continues to work with Development and Asset Management staff to actuate 2023 resident council community beautification fund projects. RHA looks forward to seeing these projects come to fruition soon!
- All regularly scheduled Resident Council meetings were held.

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

### **Media: traditional and social**

- Co-hosted news conference with Jacobs Entertainment regarding Sarrazin Arms land swap resulting in 48 total media placements. The story received 23 placements from the four local broadcast stations (KTVN 2, KOLO 8, KRNV 4, and KRXI 11), two placements from local online news outlets (Reno Gazette-Journal and This Is Reno), and 23 placements from local radio stations (KUNR, KKFT, and KKOH). The announcement has acquired a grand total of 518K coverage views.
- Conducted round table and staff visit for Sen. Rosen.
- Renoites podcast with Hilary was finally posted on their website.

### **Other**

- Preparing fact sheet for upcoming Hawk View Apartments and Silverada Manor resident meetings.
- Conducted Sarrazin Arms resident meeting to discuss future of the property.
- Continuing to look for sponsorship for DSM furniture/outfitting needs. Have reached out to Nevada Military Support Alliance, the Katie Grace Foundation, and the Elks Club of Reno thus far.
- Working with resident services on graphic collateral material for Start Smart Scholars Night.
- Gathering information to present to the Board regarding paths forward to brand RHA.
- Coordinating with Deputy Director McKendree to speak at the Incline/Crystal Bay Community Advisory Board in May.

## **E. Update on Development Department**

### **Silverada Manor**

- RHA held well attended resident meetings on April 10. Staff provided updates regarding the project scope and timeline, relocation information, and discussed the property's transition to general occupancy.
- Closing calls with project lender and investor began on April 12. Full financial close is anticipated in early July.
- RHA will submit the RAD Financing plan at the end of April. HUD will have 60 days to review and approve. Once approved, RHA will be able to fully close on the project.
- On April 24<sup>th</sup>, it is anticipated that the State Board of Finance will authorize the issuance of a tax-exempt multi-unit housing revenue bond in an amount up to \$36,200,000 for the project.

### **Hawk View**

- RHA held well attended resident meetings on April 9th. Staff provided updates regarding the project scope and timeline and relocation information.

- HousingToHome has begun resident assessments and residents will begin to relocate as early as May.
- On April 17th, The Washoe County HOME Consortium Directors approved a \$1,000,000 award to the Hawk View project.

### **Dick Scott Manor**

- Construction is moving forward on schedule, within budget and current project scope. Projected project completion is June 2024.

### **Railyard Flats**

- Construction is moving forward on schedule, within budget and current project scope. Projected project completion is December 2024.

### **Stead Manor**

- RHA held well attended resident meetings on April 11th. Staff provided updates regarding the project scope, timeline, and relocation information.
- Stead Manor predevelopment continues to move forward on schedule. RHA is received construction documents in April and the project is on track to begin construction in the winter of 2024.

### **McGraw Court/Silver Sage Court**

- RHA held well attended resident meetings on April 9<sup>th</sup> and 11th. Staff provided updates regarding the project scope, timeline, and relocation information.
- McGraw Court/Silver Sage Court predevelopment continues to move forward on schedule. RHA is set to receive construction development documents in April and the project is on track to start construction in October 2024.
- RHA staff is planning to hold the initial resident meeting for the project at the end of March.
- Staff has finalized the amended HMNI agreement and deed restriction for the additional \$2 Million in funding and brought a recommendation for the board to approve the agreement and associated documents authorize RHA's executive director to execute them.

### **Carville Court**

- The project was awarded \$701,348 in HOME-ARP funding from the State of Nevada. This funding closes the gap on the project and staff will begin to work on the next steps in the predevelopment process.

### **Paradise Plaza**

- The property has been cleaned and has permanent electricity up and running.
- A building inspection has been completed for insurance purposes, and a HUD ER is underway.
- City of Sparks pre-app meeting did not lead to any additional requirements to the scope of work and the project architect is in the process of finalizing the scope.
- The agency will begin the general contractor procurement in May and is scheduled to begin construction related to the post closing agreement by July.

## **Essex Manor**

- RHA staff have been working to develop a budget and scope of work for the HMNI funds at this property.

## **Capital Fund**

- No major Capital Fund updates at this time.

## **Reno Avenue**

- Staff has finalized the \$1.5M HMNI agreement for the land acquisition related to this project and brought a recommendation for the board to approve the agreement and associated documents authorize RHA's executive director to execute them.
- Catholic Charities decided to pay back the City of Reno for the CDBG grant. This will dissolve the use restriction on the property and does not require approval by Reno City Council.
- A Purchase and Sale Agreement for \$1,765,000 was executed in mid-April. The PSA includes a 60-day due diligence period. Following the completion and satisfactory review of an ALTA survey and Phase 1 Environmental review, RHA anticipates closing on the purchase by mid-May. The sources for the purchase would be: \$1,500,000 in HMNI funds and \$265,000 in the agency's unrestricted business activity funds.

## **Other Updates**

- The development department has been making progress on implementing Yardi Job Cost and expects to be up and running with the software by the end of May.

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

### **Yardi Implementation**

- IT and Admissions have completed all the setups necessary for the opening of the waitlists on April 15th.
- Finance and IT have begun the implementation for the Payment Processing module. This will allow the agency to accept online payments through Rent Café, as well as scanning resident checks.
- The Development, Finance, and IT departments continue working on the Job Cost Module setup.
- We are holding internal discussions about beginning the Screening Services module. This module assists with instant income verification and credit/criminal screenings.

### **Laserfiche Implementation**

- The scanning team has completed the files for McGraw Court, Silver Sage, and Stead Manor. They have transitioned to Essex Manor.

### **Other Projects**

- IT worked with Development staff to assist with setting up equipment and translation stations for resident meetings at Hawk View, McGraw Court, Silverada Manor, and Stead Manor.

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

### **FY 2025 Annual MTW Plan**

- The FY 2025 Annual MTW Plan was submitted to HUD for review and comment on April 10, 2024.

### **FY 2024 Annual MTW Report**

- Preparation for RHA's Annual MTW Report to HUD has begun. Initial steps include several data pulls on current activities as well as disseminating surveys to Mobility Demonstration participants for analysis by the University of Washington.
- In 2016, RHA proposed and implemented an activity aimed at providing an incentive for adult children living in public housing, ages 18-20, to pursue employment and become economically self-sufficient. Activity 2016-06 (*Disregard earned income of PH household members, age 18-20, who are not the head of household, co-head, or spouse*) has allowed families, living in public housing, to have the earned income of adult children, within this age group, excluded from rent determinations for their households. To evaluate the overall effectiveness of this activity, staff recently began surveying all families who may have benefited from this income exclusion. The survey includes questions to determine how this income exclusion impacted their household and if the activity assisted eligible members in becoming self-sufficient. Survey results will be included in the FY 2024 Annual MTW Report.

## **H. Update on Legal Inquiries**

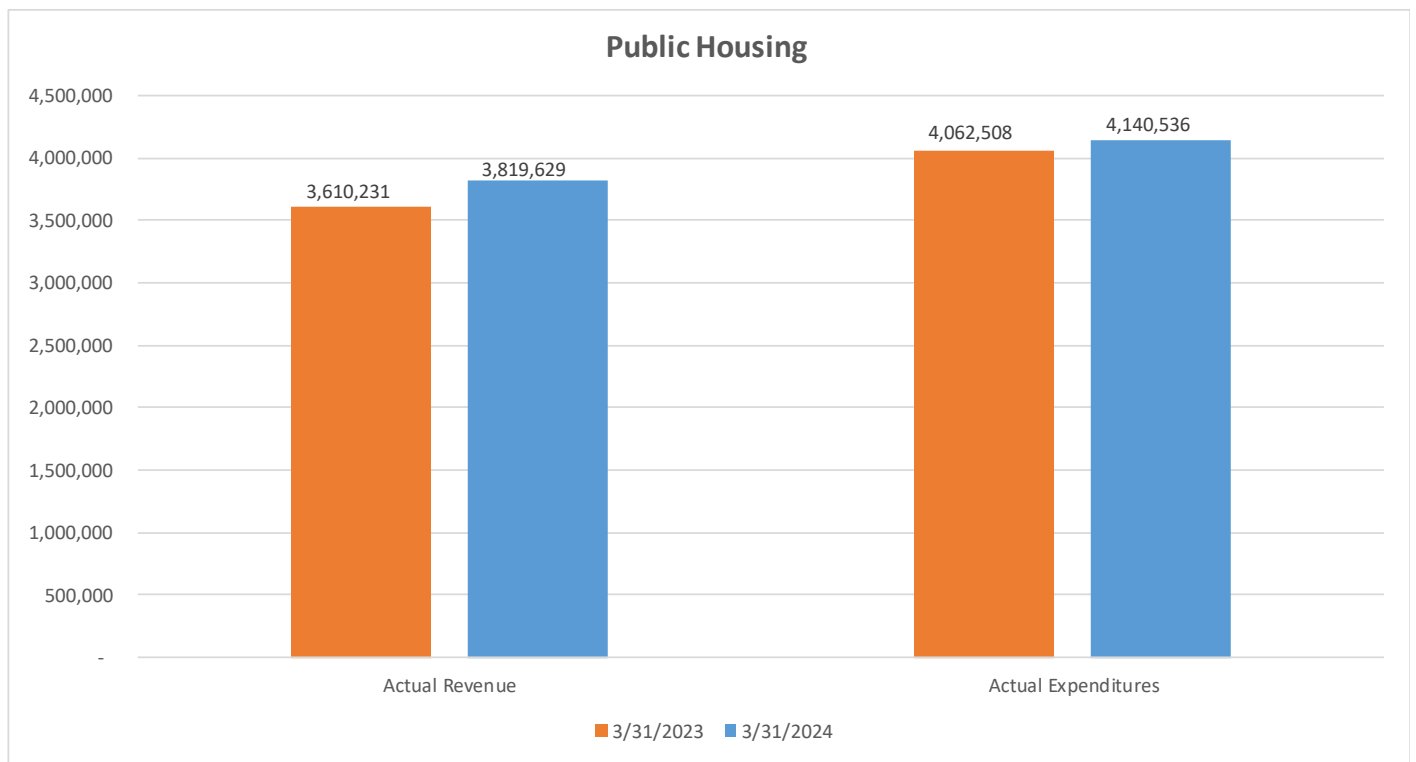
No legal updates.

## **I. Financials**

See attached graphics.

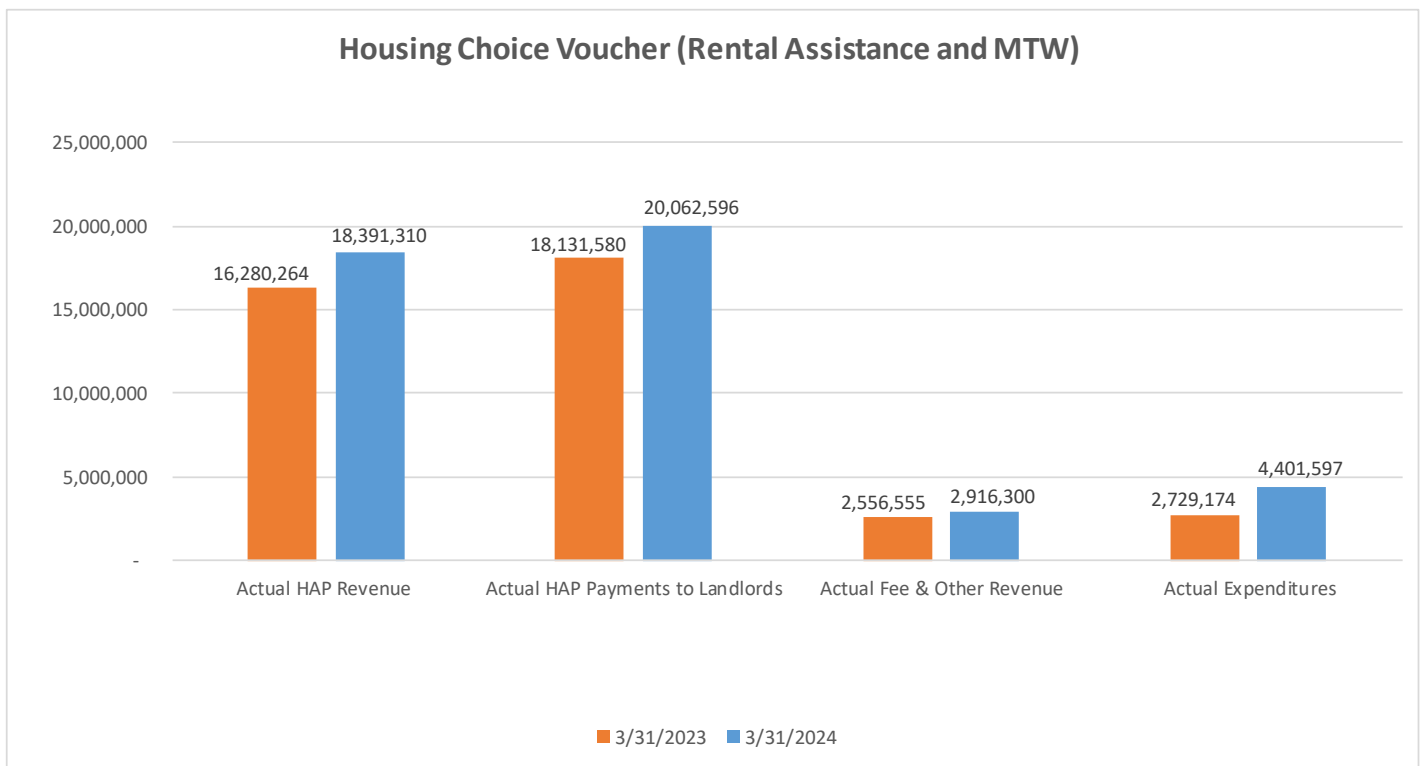
ENTITY-WIDE FINANCIAL REPORT  
FOR THE 9 MONTHS ENDED MARCH 31, 2024

Public Housing	3/31/2024	3/31/2023	Variance	Variance Percentage
Actual Revenue	3,819,629	3,610,231	209,398	5.80%
Budgeted Revenue	3,963,284	3,501,629	461,655	13.18%
Actual Expenditures	4,140,536	4,062,508	78,028	1.92%
Budgeted Expenditures	4,959,445	4,264,274	695,170	16.30%
Actual Surplus (deficit)	(320,907)	(452,277)	131,369	-29.05%

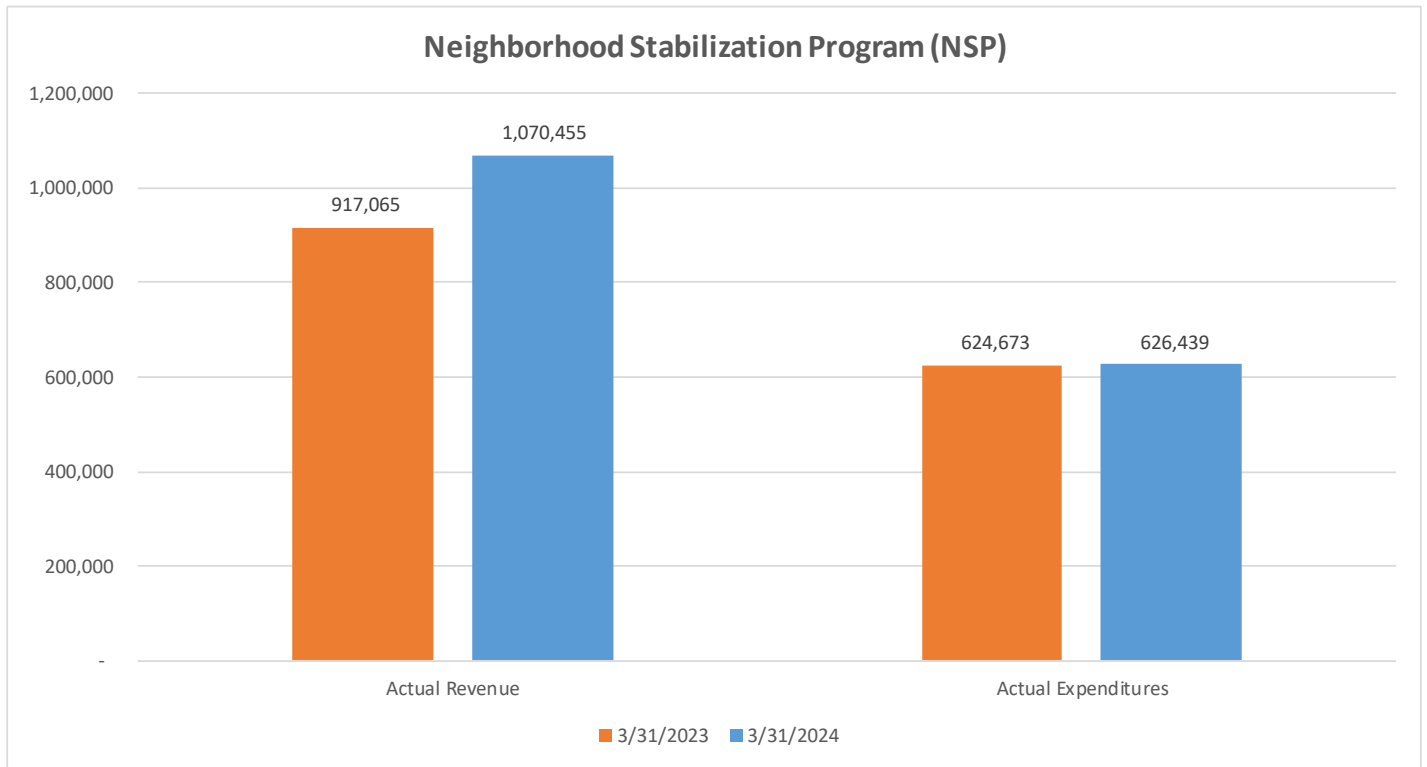




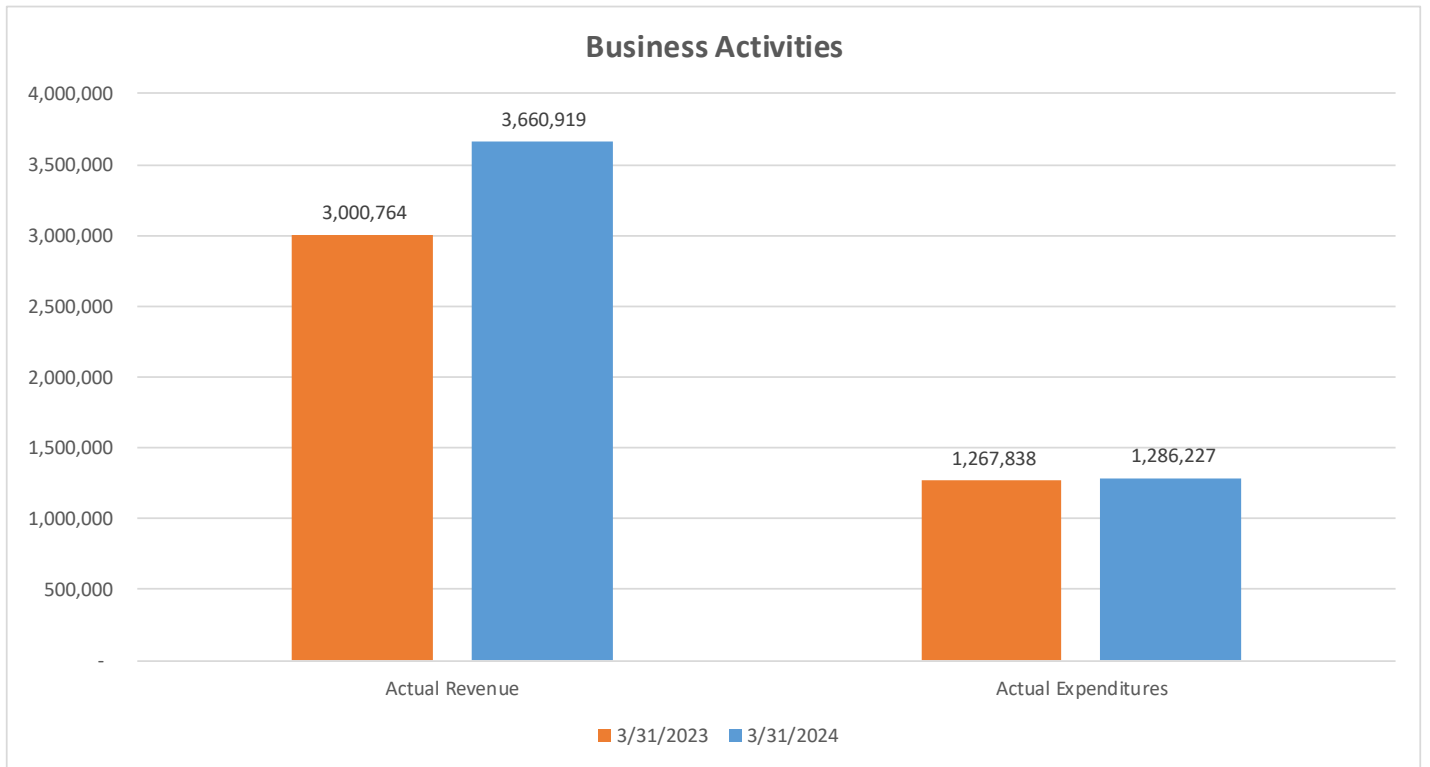
Housing Choice Voucher (Rental Assistance and MTW)	3/31/2024	3/31/2023	Variance	Variance Percentage
Actual HAP Revenue	18,391,310	16,280,264	2,111,046	12.97%
Budgeted HAP Revenue	20,962,625	19,194,453	1,768,172	9.21%
Actual HAP Payments to Landlords	20,062,596	18,131,580	1,931,017	10.65%
Budgeted HAP Payments to Landlords	18,521,962	18,918,687	(396,725)	-2.10%
<i>HAP Surplus (Deficit)</i>	<i>(1,671,286)</i>	<i>(1,851,316)</i>	180,029	0.00%
Actual Fee & Other Revenue	2,916,300	2,556,555	359,745	14.07%
Budgeted Fee & Other Revenue	2,251,337	2,004,445	246,892	12.32%
Actual Expenditures	4,401,597	2,729,174	1,672,423	61.28%
Budgeted Expenditures	3,921,498	2,545,554	1,375,944	54.05%
<i>Unrestricted Profit (Loss)</i>	<i>(1,485,296)</i>	<i>(172,619)</i>	(1,312,677)	760.45%
Actual Surplus (deficit)	(3,156,583)	(2,023,935)	(1,132,648)	55.96%



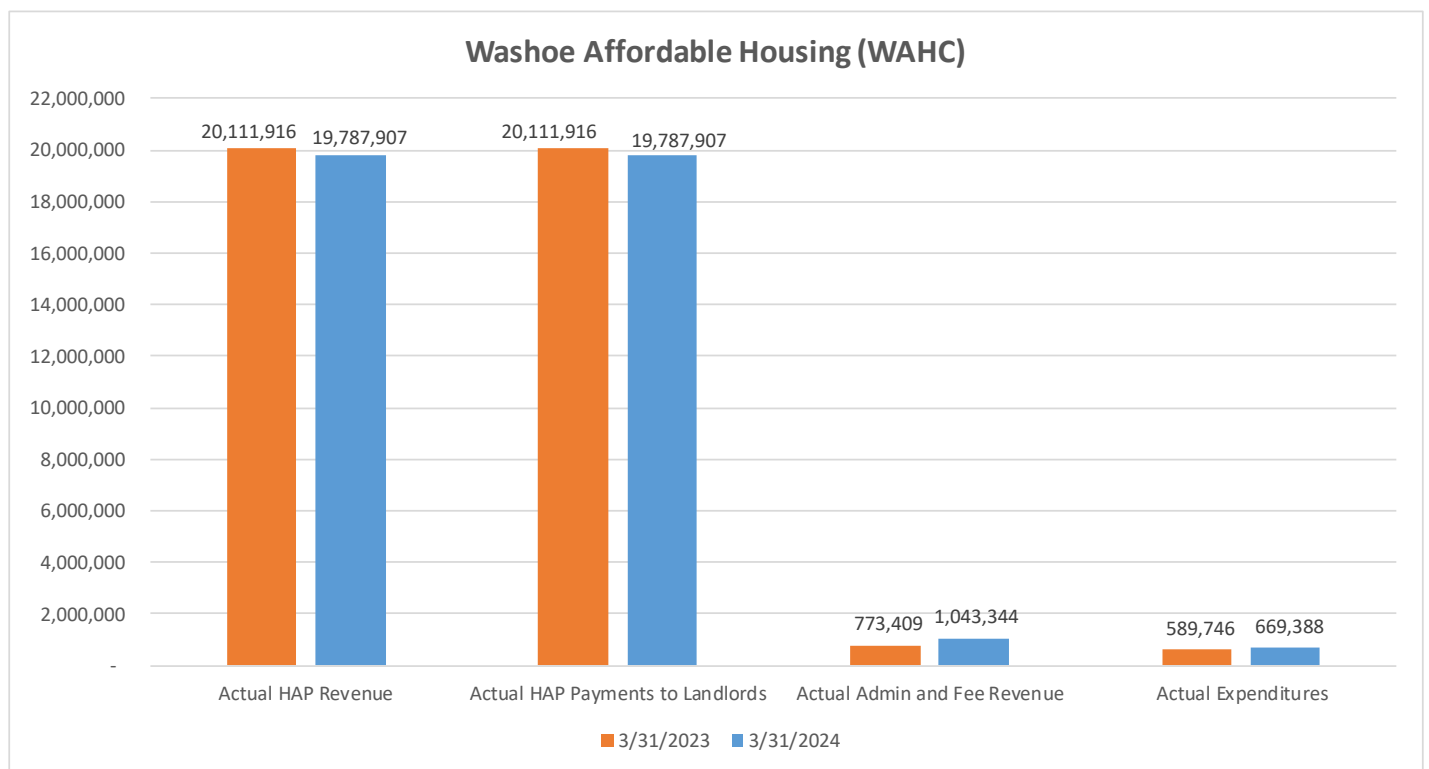
Neighborhood Stabilization Program (NSP)	3/31/2024	3/31/2023	Variance	Variance Percentage
Actual Revenue	1,070,455	917,065	153,390	16.73%
Budgeted Revenue	1,059,066	895,654	163,412	18.25%
Actual Expenditures	626,439	624,673	1,765	0.28%
Budgeted Expenditures	629,990	515,813	114,177	22.14%
Actual Restricted Surplus (deficit)	444,017	292,392	151,625	51.86%



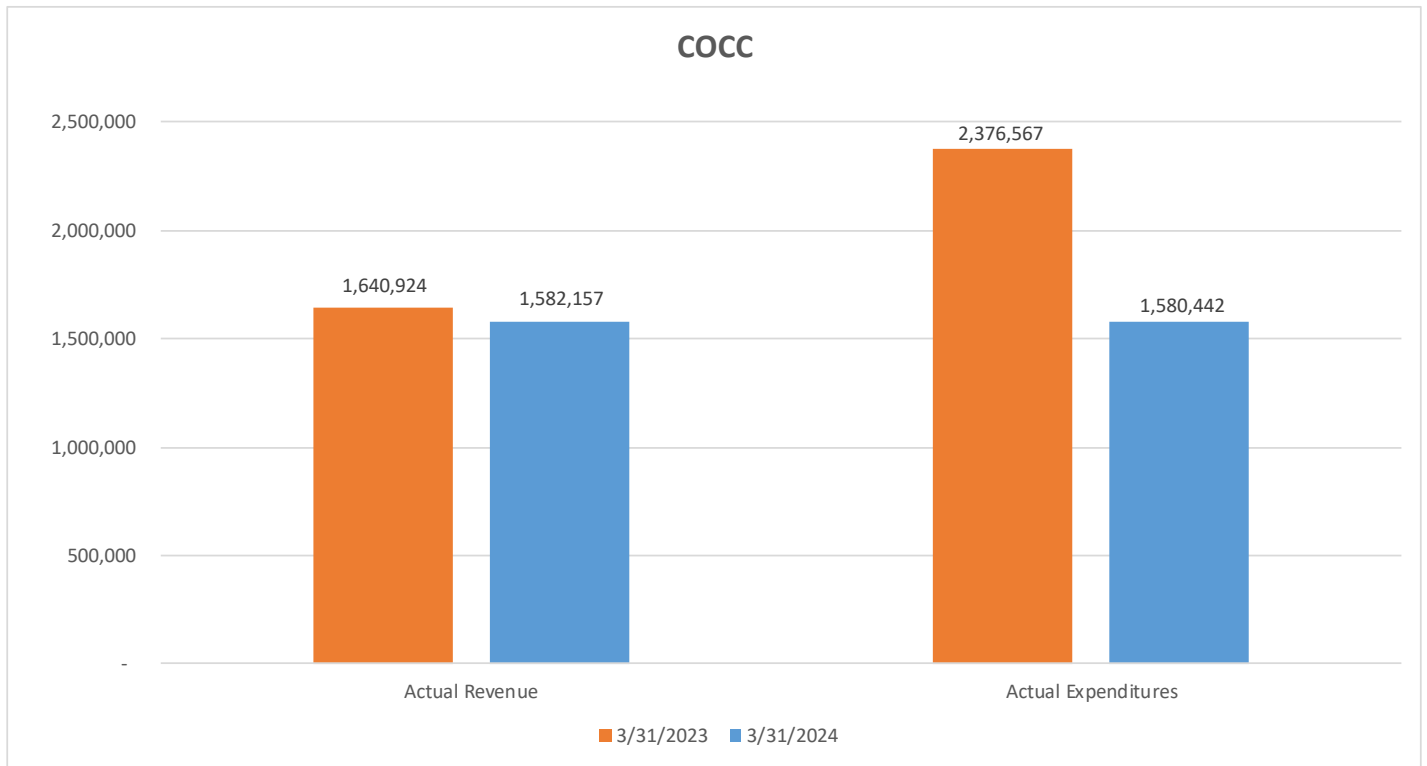
Business Activities	3/31/2024	3/31/2023	Variance	Variance Percentage
Actual Revenue	3,660,919	3,000,764	660,155	22.00%
Budgeted Revenue	2,974,446	3,073,109	(98,663)	-3.21%
Actual Expenditures	1,286,227	1,267,838	18,389	1.45%
Budgeted Expenditures	1,269,810	1,290,820	(21,010)	-1.63%
Actual Unrestricted Surplus (deficit)	2,374,692	1,732,926	641,766	37.03%



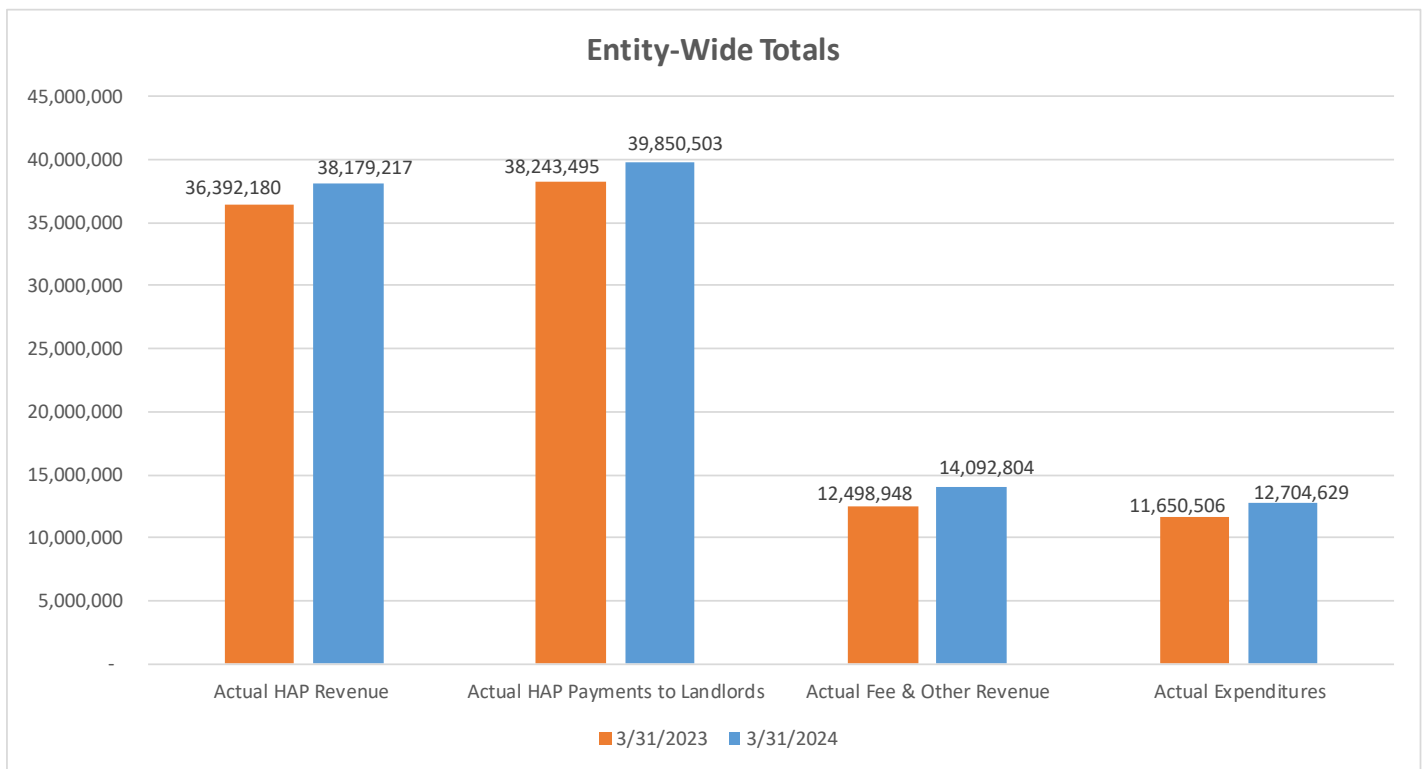
Washoe Affordable Housing (WAHC)	3/31/2024	3/31/2023	Variance	Variance Percentage
Actual HAP Revenue	19,787,907	20,111,916	(324,009)	-1.61%
Budgeted HAP Revenue	20,111,916	19,302,968	808,948	4.19%
Actual HAP Payments to Landlords	19,787,907	20,111,916	(324,009)	-1.61%
Budgeted HAP Payments to Landlords	20,111,916	19,302,968	808,948	4.19%
<i>HAP Surplus (Deficit)</i>	-	-	-	0.00%
Actual Admin and Fee Revenue	1,043,344	773,409	269,935	34.90%
Budgeted Admin and Fee Revenue	773,408	774,761	(1,353)	-0.17%
Actual Expenditures	669,388	589,746	79,642	13.50%
Budgeted Expenditures	594,290	530,669	63,622	11.99%
<i>Unrestricted Profit (Loss)</i>	<i>373,956</i>	<i>183,662</i>	190,293	103.61%
Actual compared to budget	373,956	183,662	190,293	103.61%



COCC	3/31/2024	3/31/2023	Variance	Variance Percentage
Actual Revenue	1,582,157	1,640,924	(58,768)	-3.58%
Budgeted Revenue	1,640,924	1,786,793	(145,868)	-8.16%
Actual Expenditures	1,580,442	2,376,567	(796,124)	-33.50%
Budgeted Expenditures	2,330,500	2,908,278	(577,778)	-19.87%
Actual Unrestricted Surplus (deficit)	1,714	(735,642)	737,357	-100.23%



Entity-Wide Totals	3/31/2024	3/31/2023	Variance	Variance Percentage
Actual HAP Revenue	38,179,217	36,392,180	1,787,037	4.91%
Budgeted HAP Revenue	41,074,541	38,497,421	2,577,121	6.69%
Actual HAP Payments to Landlords	39,850,503	38,243,495	1,607,008	4.20%
Budgeted HAP Payments to Landlords	38,633,878	38,221,655	412,224	1.08%
<i>HAP Surplus (Deficit)</i>	<i>(1,671,286)</i>	<i>(1,851,316)</i>	<i>180,029</i>	<i>-9.72%</i>
Actual Fee & Other Revenue	14,092,804	12,498,948	1,593,856	12.75%
Budgeted Fee & Other Revenue	12,662,466	12,036,390	626,076	5.20%
Actual Expenditures	12,704,629	11,650,506	1,054,123	9.05%
Budgeted Expenditures	13,705,532	12,055,408	1,650,124	13.69%
<i>Unrestricted Profit (Loss)</i>	<i>1,388,175</i>	<i>848,442</i>	<i>539,733</i>	<i>63.61%</i>
Actual Surplus (deficit)	(283,111)	(1,002,874)	719,763	-71.77%



**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 6**

**April 23, 2024**

**SUBJECT:** Discussion and possible approval of revisions to the employment contract between RHA and Dr. Hilary Lopez, inclusive of up to 15 percent (15%) potential salary increase and/or COLA and/or bonus based on positive performance review on February 27, 2024. (For Potential Action)

**FROM:** Legal Counsel

**RECOMMENDATION:** For Possible Action

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Presentation and discussion of contract by RHA legal counsel.

**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 7**

**April 23, 2024**

**SUBJECT:** Discussion and possible action to extend the UNR Early Head Start Childcare facility lease for 870 Sage Street, Reno, through December 31, 2025, for a total monthly fee of \$7,080.00 which includes monthly contract rent of \$6,880.00 and a monthly facility improvement account contribution of \$200.00. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

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**Background:**

The University of Nevada, Reno, (UNR) Early Head Start is requesting an extension through December 31, 2025, to their current lease for 870 Sage Street, also known as the Sage Street Facility, Reno. UNR's Early Head Start serves 32 low-income pregnant woman and families with children aged 0-3 at the Sage Street childcare center. Due to the center's location at Mineral Manor, it is easily accessible to RHA's public housing residents and UNR Early Head Start staff has indicated that several of their clients reside at the property.

The prior lease was executed in October 2017 and currently leases the space at a substantial discount of \$675.00 per month which includes monthly contract rent of \$475.00 and a monthly facility improvement account contribution of \$200.00. The lease was most recently extended by RHA in 2023 for one-year and currently expires on July 31, 2024.

UNR has been asked to apply for an expansion grant which would enable them to maintain the Sage Street facility as well as increase the rent paid for the site to market rate rent. If they are awarded the expansion grant, UNR Early Head Start will not only be able to maintain the 32 slots at Sage Street but expand their overall program to provide services to youth ages 0-5 years of age and complete home visits for participating families. The expansion funding would allow UNR to almost double the size of their current program.

The facility improvement account currently has a balance of \$57,209.41. Asset management staff anticipates that roof repairs or a new roof will be needed soon. It is estimated that the amount in the improvement account is adequate to cover this expense. Additionally, asset management staff reviewed the work orders completed in the prior three years and indicated that the total annual fee received through rent and the facility improvement account contribution covers this cost. As part of any lease renewal, UNR Early Head Start would be subject to RHA's Sales and Service Schedule of Maintenance Charges.

To better align with their program funding, UNR Early Head Start has requested the new extension through December 31, 2025. Based on past discussions with the Nevada Department of Transportation (NDOT), the highway expansion that impacts Mineral Manor is not scheduled to begin until 2027 at the earliest. Therefore, extending the current lease through 2025 should not be an issue.

Given RHA's desire to support community programs that bring services and benefits to its clientele and other low-income households, staff is recommending that the Board extend the UNR Early Head Start Childcare facility lease for 870 Sage Street, Reno, through December 31, 2025. Based on discussion with UNR Early Head Start staff, the current rate for market rate childcare space is



approximately \$24 per square foot per year. The Sage Street site is 3,540 square feet. Using this data, staff are proposing a total monthly rental fee of \$7,080.00 which includes monthly contract rent of \$6,880.00 and a monthly facility improvement account contribution of \$200.00.

If approved, an award letter is attached for the Executive Director's signature. UNR would include this letter as evidence of site control in its expansion grant application due May 1, 2024.

**Staff Recommendation and Motion:**

Staff recommends that the Board motion to:

- Extend the UNR Early Head Start Childcare facility lease for 870 Sage Street, Reno, through December 31, 2025, for a new total monthly fee of \$7,080.00 which includes monthly contract rent of \$6,880.00 and a monthly facility improvement account contribution of \$200.00.
- Provide authorization for counsel to draft an amended lease; and
- Authorize the Executive Director to execute the lease.



Reno Housing Authority, 1525 East 9th Street, Reno, NV 89512  
775.786.1712 Fax 385.770.7166 TDD  
775.329.3630 RenoHA.org

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April 23, 2024

University of Nevada – Board of Regents  
Marci Hosier-Behmaram  
UNR Early Head Start  
1664 N. Virginia Street, MS 0141  
Reno, NV 89577

Dear Ms. Hosier-Behmaram:

This letter is to inform you that the Reno Housing Authority (RHA) is extending the lease between the Board of Regents for the Nevada System of Higher Education, UNR Early Head Start and the RHA, which was set to expire July 31, 2023, for the Sage Street Childcare facility. The new lease will be for the terms listed below. As you are aware, NDOT will be expanding the freeway around RHA's Mineral Manor property in the future. The exact timeline is not certain at this time but, if it occurs prior to lease expiration, UNR may need to relocate its facility.

*Main Lease Terms*

- Monthly Rent: \$6,880.00
- Monthly Facility Improvement Contribution: \$200.00
- Service Fees per RHA's current schedule.
- Term through December 31, 2025.

Please accept this letter as an award for the extension of the lease term through December 31, 2025. The Sage Street facility is an important resource within the neighborhood and RHA looks forward to seeing early childcare and/or Head Start continue at this location. A new lease will be forwarded separately for UNR's review and signature. I can be reached at 775-329-3630, ext. 201, should you have any questions.

Sincerely,

Hilary Lopez, Ph.D.  
Executive Director

If you are a person with a disability who requires a special accommodation in order to have equal access to any RHA program, please contact our office. If you are a person with limited English proficiency, contact our office to receive assistance in your preferred language.



Por favor contacte la Autoridad de Viviendas de Reno si usted necesita este documento traducido o si usted tiene alguna pregunta. Si usted es una persona discapacitada que necesita una acomodacion especial, para poder tener igual acceso a los Programas de RHA, por favor contacte a nuestra oficina. Si usted es una persona con limitado language en Inglés, por favor contacte nuestra oficina, para recibir asistencia en su language de preferencia.

## RENO HOUSING AUTHORITY

**AGENDA ITEM NUMBER: 8**

**April 23, 2024**

**SUBJECT:** Discussion and possible approval of a grant to the UNR Early Head Start Childcare program for up to \$42,480.00 to support increased programming and early childcare slots for youth ages 0-3 years old at the Sage Street facility. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

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### **Background**

Since 2017, RHA has supported the Board of Regents for the Nevada System of Higher Education, UNR Early Head Start program through a below market lease rate at the Sage Street facility. At this time, as discussed in Agenda Item Number 7, RHA is contemplating extending the lease for Sage Street through December 31, 2025. However, under the terms of the new lease, the monthly contract rent (inclusive of the rent and improvement account contribution) will increase to \$7,080.00. This enables RHA to maximize revenue while still providing space for this important community resource.

However, in the past, the below market rent has helped UNR Early Head Start maintain its staffing levels and invest in the program. In an effort to continue to allow UNR to reinvest in the programming at this site, and secondarily throughout its program, and bring high quality, affordable childcare to lower income households in the community, a grant equivalent to 33% of the new rental rate over the term of the lease is being proposed.

At its December 2023 retreat, the Board identified the following two items as RHA goals:

- Increase opportunities for RHA residents and participants to break the cycle of poverty; and
- Be an integral part of the community.

This funding aligns with these goals and provides support for the continued operations and programming at the Sage Street facility. The grant funds would be a one-time allocation to the program. If approved, staff would execute a grant agreement with the Board of Regents for the Nevada System of Higher Education, UNR Early Head Start, and provide the monies in up to two installments from business activities funding. UNR Early Head Start would be required to submit an initial budget showing use of the funds, a reimbursement draw request, and a final report verifying use of the monies.

### **Staff Recommendation and Motion:**

Staff recommends the Board motion to approve a one-time grant to the UNR Early Head Start program in the amount of \$42,480 for continued support of programming at the Sage Street facility and throughout their program and authorizes the Executive Director to execute a grant agreement for the funding.

## RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 9

April 23, 2024

**SUBJECT:** Discussion and possible approval of the tax credit equity investor and the construction and permanent financing lender for the Hawk View Apartments public housing repositioning project. Total equity financing is estimated to be up to \$45 million. Debt financing is estimated up to \$55 million for construction and up to \$30 million for permanent financing. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

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### Background:

The Hawk View Apartments Redevelopment project has a budget of approximately \$80 Million. The majority of the financing for this project from low-interest debt secured through tax-exempt bonds, private equity secured through 4% Low-Income Housing Tax Credits (LIHTC), and other available tax credits. As the Master Developer for this project and per our Development Agreement with them, Brinshore Development released a Request for Proposals (RFP) for potential construction/permanent financing lenders and tax credit equity investors earlier this year and received strong interest. Several potential investors and lenders submitted Letters of Intent (LOI) to purchase the project's LIHTC and tax-exempt bonds. Submissions were due by April 17, 2024. Brinshore, Praxis Consulting Group (RHA's housing finance consultant), and RHA staff are currently analyzing submissions and working to determine the best and final offers by early May.

The selected LIHTC investor will be based on the most competitive offer after reviewing key items including:

- *Price per credit*
- *Total Equity*
- *Equity installment schedule*
  - o This refers to how much equity the investor will provide at key project milestones. A higher percentage of equity provided earlier in the project tends to offer a higher value to the project as it reduces construction loan interest.
- *First year credit delivery*
  - o This refers to how quickly an investor expects a project to be completed and leased some or all units so that credits can be delivered to the investor. An aggressive timeline and high credit expectation leaves little room for construction delays, therefore, a first-year credit delivery milestone that is furthest out and with the lowest amount of expected credits tends to be most preferable.
- *Developer Fee Schedule*
  - o This refers to how much of the developer fee the investor will allow to be paid out at key project milestones. A higher percentage of the fee paid out earlier in project tends to be most preferable.
- *Guarantor Net Worth & Liquidity Minimum Requirements*
  - o The investor requires that the Guarantor of the project (this will be RHA once Brinshore exits the partnership) maintain a certain level of liquidity and unrestricted net assets through the LIHTC compliance period (initial 15-year period). This demonstrates the

financial capacity of the Sponsor to ensure it will be financially viable for the entire compliance period.

The selected construction and permanent debt provider(s) will be based on the most competitive offer after reviewing key items including:

- *Loan amount (including term and amortization schedule) and financing of both construction and permanent loans.*
- *Interest rate(s) on the construction and permanent financing.*
- *Interest only payment periods*
  - o By decreasing overall debt payments, interest only payment periods can greatly benefit projects in the early years of operation, allowing the project to fund deferred developer fee and/or maintain operating cash.
- *Required Debt Coverage Ratio*
- *Loan-to-Value Ratio*
- *Origination Fees*

Total equity investment is estimated to be up to \$45 million. Debt financing is estimated at up to \$55 million for construction and up to \$30 million for permanent financing.

Based on the development team's review of submissions and negotiated best and final offers, staff is seeking Board approval for the Executive Director to execute the LOIs with the team's selected investor and lender. Once executed, the LOIs must be submitted to the Nevada Housing Division no later than May 17, 2024, in advance of the State Board of Finance meeting to award tax-exempt financing. Staff will provide an update as part of the Executive Director's report on the selected investor and lender at the May board meeting.

**Staff Recommendation and Motion:**

Staff recommends that the Board of Commissioners motion to authorize the Executive Director to execute an LOI with the selected investor and term sheet with the selected lender for the Hawk View redevelopment project.

## RENO HOUSING AUTHORITY

**AGENDA ITEM NUMBER: 10**

**April 23, 2024**

**SUBJECT:** Discussion and possible approval of a grant agreement with the State of Nevada for Home Means Nevada Initiative (HMNI) funds and corresponding deed restrictions for \$1,500,000.00 for the acquisition of 5 parcels (APNs 011-262-02, 011-262-03, 011-262-04, 011-262-14, and 011-262-15) on Reno Avenue, in Reno, for future development of affordable housing. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

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### **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 (HMNI). These awards will go to a variety of projects for costs associated with land acquisition, new construction, and rehabilitation. A portion of the HMNI funds, \$2.275 million, were specifically allocated for land acquisition. As previously approved by the Board, RHA entered a letter of intent with Catholic Charities to purchase five parcels (APNs 011-262-02, 011-262-03, 011-262-04, 011-262-14, and 011-262-15) on Reno Avenue, in Reno, for future development of up to 44 units of affordable housing. \$1.5M in HMNI funds will be used to pay for part of the \$1.765 million acquisition cost. Before RHA can draw down the funds for this cost, RHA must enter into a grant agreement and declaration of restrictive covenants (also known as a deed restriction) on the properties with the Nevada Housing Division.

The grant agreement lays 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 project. 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 staff have reviewed the documents and their comments have been incorporated. The HMNI Grant Agreement and Deed Restrictions for 440 Reno Avenue, consisting of 5 parcels (APNs: 011-262-02, 011-262-03, 011-262-04, 011-262-14, 011-262-15) are set to be signed, executed, and in the case of the deed restrictions, recorded by RHA. The award amount is \$1,500,000 for land acquisition. The Grant Agreement and Declaration of Restrictive Covenants are included with this staff report.

Staff are seeking approval from the Board of Commissioners of the HMNI Grant Agreement and Declaration of Restrictive Covenants for the parcels collectively known as 440 Reno Avenue. Furthermore, staff are seeking authorization for the Executive Director to sign, execute, and record all required documents.

**Staff Recommendation and Motion:**

Staff recommends that the Board of Commissioners motion to approve the HMNI Grant Agreement and Declaration of Restrictive Covenants for 440 Reno Avenue and authorize RHA's Executive Director 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  
FAIN SLFRP2634**

This Grant Agreement (“Agreement”) is entered on this \_\_\_\_\_ day of April 2024, (“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, the State of Nevada entered into an agreement with the United States Department of Treasury on May 26, 2022, wherein it received \$2,738,837,228 of Corona Virus State and Local Fiscal Recovery Funds (“Funds”) pursuant to title Section 9901 of Subtitle M of the American Rescue Plan Act (“Act”) to mitigate the public health emergency with respect to COVID-19;

WHEREAS, the State of Nevada received Funds;

WHEREAS, Grantee has applied to the Division for a grant pursuant to the Home Means Nevada Initiative (“HMNI”) to pay the costs to purchase vacant land located at 440 Reno Avenue, Reno, Nevada to construct an up to 44-unit affordable housing project for individuals who are at or below 60% of the Area Median Income (the “Project”); and

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

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

**I. General Terms.**

A. The Division will provide Grantee with \$1,500,000 in Funds to undertake the Project as described in Exhibit A attached hereto and fully incorporated herein. The Division has determined that the Project is an eligible use of Funds pursuant to subparagraph (A) of paragraph (c) of Section 602 of the Act and pursuant to the rules and regulations promulgated thereunder including, without limitation, 31 CFR Part 35 and the supplemental information provided by Treasury (“Final Rule”).

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

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



the Project is located.

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

E. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement or the Declaration, Owner shall repay any loaned Fund 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 as defined under the Final Rule (“Eligible Activities”) under this Agreement.

C. Grantee, or its successors or assigns, 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 voidable 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. Records must be maintained for a period of 10 years beginning from the Effective Date.

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 expended by December 31, 2026. Any Funds not expended by December 31, 2026, 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. Payments will be made by the Division to the Grantee in the form of reimbursement for monies already spent on eligible Project costs. All payments are contingent upon Grantee's continued compliance with the provisions set forth in this Agreement and any/all Rules and Regulations 31 CFR Part 35, OMB Uniform Guidance 2 CFR Part 200, Treasury Requirements, and any applicable local, state, and federal laws, and any applicable Treasury and/or Division policy memo, regulations, communication or guideline, as the same may be amended time to time.

N. Grantee must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR §200.112 and 2 CFR §200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Grantee who exercises or has exercised any function or responsibilities with respect to activities assisted with Funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a Fund-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Grantee must provide a copy of its written conflict of interest policy to the Division upon its request.

O. The Grantee covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the Project or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Grantee further covenants that in the performance of this Agreement, no person having such interest will be employed.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. Grantee agrees to pay Compliance Monitoring Fee as identified within the Division's Qualified Allocation Plan. The Compliance Monitoring Fee is an annual fee charged during the compliance period for state ongoing compliance and asset monitoring.

Y. Grantee shall not enter into any agreement, written or oral, with any contractor without the prior determination by the Division of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

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

A. Grantee, and any subgrantee, or its successor or assigns, 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).
19. Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C 794.
20. Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's Implementing regulations, 31 CFR part 28.
21. Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
22. The Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (URA), 49 CFR 24. The displacement, relocation, and acquisition are consistent with the other goals and objectives of the Project under the Agreement. The Grantee must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of a project assisted with Funds.

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.

H. Grantee, and any subgrantee, shall maintain an active registration with the System for Award Management ("SAM") pursuant to 2 CFR Part 25.

I. Grantee's obligation to the Division shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to, making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Division; and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over funds, including program income, as defined in 2 CFR Part 200.

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

The Grantee and its successors and assigns agrees to the following:

- A. To 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. 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. 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. 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. It 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 Owner 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. That upon completion of the project a cost certification will be performed by a certified public accountant and submitted to the Division.
- G. That if, at any point during the Affordability Period, the Project ceases to comply with this Agreement or the Declaration of Restrictive Covenants, the Division may, at the sole option of the Division, require Grantee to repay the total amount granted pursuant to this Agreement.
- H. 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, may become immediately due and owing at the sole discretion of the Division. 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 fully 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

The 440 Reno Avenue project consists of 5 parcels (APNs: 011-262-02, 011-262-03, 011-262-04, 011-262-14, 011-262-15) with a total acreage of +/- 1.077 acres. The property is located just south of downtown Reno and is situated in a neighborhood of choice with excellent schools and easy access to public transportation, employment opportunities, and a variety of recreational amenities. The site promotes a greater choice of housing opportunities and avoids undue concentration of low-income households. The Housing Authority of the City of Reno plans to finance and construct an up to 44-unit affordable housing project on the site. The project will include a mix of 1,2, and 3-Bedroom units. It will target households with incomes at or below 60% AMI. Project amenities will include landscaped areas, on-site parking, and energy-efficient all electric appliances.

**APN: 011-262-02, 011-262-15,  
011-262-04, 011-262-03,  
011-262-14**

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**

**(440 Reno Avenue)**

This Declaration of Restrictive Covenants is entered into between the Nevada Housing Division, a division of the Department of Business and Industry of the State of Nevada (hereafter "Division") and the Housing Authority of the City of Reno, a Nevada public body corporate and politic ("Grantee"); 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 440 Reno Avenue ("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 "Property"). The Property 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 \$1,500,000 (the "Funds").

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 440 Reno Avenue and located on the Property.

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 and any successors and assigns.

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 Owner/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, or any successor or assign, 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 actually provided to Grantee for the purchase of the Property back to the Division.

2. Prohibitions on Transfer of the Project. The Parties acknowledge and understand that Grantee intends to convey the Property to a third-party for the construction and operation of the Project. However, 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 and actual conveyance of the Property, the transferee agrees assume all duties, obligations and other terms of the Grantee and 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 public body corporate and politic of the State of Nevada; has all necessary powers to own its properties and to carry on its business as now owned and operated 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 or any successors or assigns 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 or its successors or assigns 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 or its successors or assigns shall furnish to the Division the Gross Rents that are charged and collected by the Grantee with respect to each Unit.

10. The Grantee or its successors or assigns 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 Property on which the Project is to be located.

12. The Grantee acknowledges that the Division is required to monitor the Project for noncompliance. The Grantee or any successor or assign agrees to be obligated and to pay to the Division such amounts as are assessed against the Grantee or any successor or assign 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 shall automatically terminate and will not burden the Property after the 30-year Period of Affordability has expired.

**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 in Washoe County, 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: 1525 E. 9th Street  
Reno, NV 89512  
Attn: Executive Director  
Telephone: 775-329-3630  
Facsimile: 775-786-1712  
Email: hlopez@renoha.org

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 \_\_\_\_\_ 2024

Grantee:  
Housing Authority of the City of Reno

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

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

STATE OF NEVADA            )  
  )  
WASHOE COUNTY            )

On \_\_\_\_\_, 2024, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024

NEVADA HOUSING DIVISION

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

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

On \_\_\_\_\_, 2024, personally appeared before me, a notary public, (name), 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 (title) for the Nevada Housing Division.

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

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

File No.: 2279794

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

PARCEL 1:

The West 63 feet of Lots 3 and 4 in Block 14 of MARSH'S ADDITION TO RENO, filed in the office of the County Recorder of Washoe County, Nevada, on April 24, 1877.

PARCEL 2:

The West 63 feet of Lots 3 and 4 in Block 14 of MARSH'S ADDITION TO RENO, filed in the office of the County Recorder of Washoe County, Nevada, on April 24, 1877.

Lots 8 and 9 in Block 14 of MARSH'S ADDITION TO RENO, filed in the office of the County Recorder of Washoe County, Nevada, on April 24, 1877.

EXCEPTING THEREFROM that portion of said Lots 8 and 9 conveyed to Catherine Y. MCCambell by Deed recorded in Book 114, Page 413, File No. 81670, Deed Records, Washoe County, Nevada.

Lot 10 in Block 14 of MARSH'S ADDITION TO RENO, filed in the office of the County Recorder of Washoe County, Nevada, on April 24, 1877.

EXCEPTING THEREFROM that portion of said Lot 10 conveyed to Manuel Ochoa and Soledad Ochoa, husband and wife, by Deed recorded in Book 89, Page 275, File No. 57980, Deed Records, Washoe County, Nevada.

Lot 11 in Block 14 of MARSH'S ADDITION TO RENO, filed in the office of the County Recorder of Washoe County, Nevada, on April 24, 1877.

EXCEPTING THEREFROM that portion of said Lot 11 conveyed to Emma Holmes, a widow by Deed recorded in Book 86, Page 299, File No. 54860, Deed Records, Washoe County, Nevada.

Lot 12 in Block 14 of MARSH'S ADDITION TO RENO, filed in the office of the County Recorder of Washoe County, Nevada, on April 24, 1877.

EXCEPTING THEREFROM that portion of said Lot 12 conveyed to Mrs. Alice Holtzman by Deed recorded under File No. 59914, Deed Records, Washoe County, Nevada.

APN: 011-262-02, 011-262-15, 011-262-04, 011-262-03, 011-262-14

## RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 11

April 23, 2024

**SUBJECT:** Discussion and possible approval of an amendment to RHA's State of Nevada Home Means Nevada Initiative (HMNI) grant agreement for John McGraw Court and Silver Sage Court and acceptance of \$2,000,000 in additional HMNI funds for the rehabilitation project. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

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### **Background:**

As initially presented at the January 2024 Board meeting, the Silver Sage Court/John McGraw Court rehab project has run into a budget shortfall. This project's initial budget was \$5M. As the project has moved through the design process it has become clear that additional funds are needed to complete the proposed scope of work, or the scope needs to be reduced. Staff believes that reducing the scope of work would be a missed opportunity to more fully rehabilitate the properties to ensure ongoing affordability and financial sustainability at both properties well into the future.

To date, RHA has secured \$3.5M in State of Nevada Home Means Nevada Initiative (HMNI), \$1M in Washoe County HOME Consortium HOME funding for the project. Additionally, it has budgeted approximately \$200k in Capital Funds for predevelopment and relocation costs at McGraw Court. To cover the increased project costs, staff submitted a request for an additional \$2M in HMNI funding to NHD. In late March 2024, staff received news that NHD would award an additional \$2M to the projects. This funding increases McGraw Court's HMNI total from \$2.5M to \$3.87M and Silver Sage's from \$1M to \$1.62M.

To accept the additional funding, RHA must amend the existing HMNI grant agreement and associated deed restrictions. Draft amended grant agreements and deed restrictions are included with this report.

RHA is seeking approval by the Board of Commissioners for the First Amendment of the John McGraw Court and Silver Sage Court HMNI Grant Agreements, and the amended Deed Restriction related to the projects. Furthermore, RHA is seeking authorization for the Executive Director to sign, execute, and record all required documents.

### **Staff Recommendation and Motion:**

Staff recommends that the Board of Commissioners motion to approve the First Amendment of the HMNI Grant Agreements and the amended Deed Restrictions for the John McGraw Court and Silver Sage Court rehab projects, and authorize RHA's Executive Director to sign, execute, and record all required documents.

**AMENDED AND RESTATED GRANT AGREEMENT FOR AMERICAN RESCUE  
PLAN ACT  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS  
CFDA #21.027  
FAIN SLFRP2634**

This Grant Agreement (“Agreement”) is entered on this \_\_\_\_\_ day of ~~April~~May 2024, (“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, the State of Nevada entered into an agreement with the United States Department of Treasury on May 26, 2022, wherein it received \$2,738,837,228 of Corona Virus State and Local Fiscal Recovery Funds (“Funds”) pursuant to title Section 9901 of Subtitle M of the American Rescue Plan Act (“Act”) to mitigate the public health emergency with respect to COVID-19;

WHEREAS, the State of Nevada received Funds;

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 individuals who are at or below 60% of the Area Median Income (the “Project”)~~costs to purchase vacant land located at (ADDRESS) to construct an up to X-unit affordable housing project for individuals who are at or below 60% of the Area Median Income (the “Project”);~~ and

WHEREAS, the Division desires to assist Grantee in the development of the Project by providing a grant pursuant to HMNI in the amount of \$3,871,000~~\$1,425,000~~;

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 \$3,871,000~~\$1,425,000~~ 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 subparagraph (A) of paragraph (c) of Section 602 of the Act and 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 \$3,871,000~~\$1,425,000~~ 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 (“Affordability Period”) which shall be secured by a Declaration of Restrictive Covenants (“Declaration”) recorded in the County Recorder’s Office of Washoe County. As used in this Paragraph C, “low-income housing project” means a housing complex that provides housing to tenants at or below 60% of the Area Median Income for the county in which the Project is located.

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

E. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement or the Declaration, Owner shall repay any loaned Fund 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 as defined under the Final Rule (“Eligible Activities”) under this Agreement.

C. Grantee, or its successors or assigns, 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 voidable 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. Records must be maintained for a period of 10 years beginning from the Effective Date.

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 expended by December 31, 2026. Any Funds not expended by December 31, 2026, 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. Payments will be made by the Division to the Grantee in the form of reimbursement for monies already spent on eligible Project costs. All payments are contingent upon Grantee's continued compliance with the provisions set forth in this Agreement and any/all Rules and Regulations 31 CFR Part 35, OMB Uniform Guidance 2 CFR Part 200, Treasury Requirements, and any applicable local, state, and federal laws, and any applicable Treasury and/or Division policy memo, regulations, communication or guideline, as the same may be amended time to time.

N. Grantee must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR §200.112 and 2 CFR §200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Grantee who exercises or has exercised any function or responsibilities with respect to activities assisted with Funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a Fund-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Grantee must provide a copy of its written conflict of interest policy to the Division upon its request.

O. The Grantee covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the Project or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Grantee further covenants that in the performance of this Agreement, no person having such interest will be employed.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. Grantee agrees to pay Compliance Monitoring Fee as identified within the Division's Qualified Allocation Plan. The Compliance Monitoring Fee is an annual fee charged during the compliance period for state ongoing compliance and asset monitoring.

Y. Grantee shall not enter into any agreement, written or oral, with any contractor without the prior determination by the Division of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

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

A. Grantee, and any subgrantee, or its successor or assigns, 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.
  19. Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794.
  20. Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's Implementing regulations, 31 CFR part 28.
  21. Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
  22. The Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (URA), 49 CFR 24. The displacement, relocation, and acquisition are consistent with the other goals and objectives of the Project under the Agreement. The Grantee must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of a project assisted with Funds.

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.

H. Grantee, and any subgrantee, shall maintain an active registration with the System for Award Management (“SAM”) pursuant to 2 CFR Part 25.

I. Grantee’s obligation to the Division shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to, making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Division; and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over funds, including program income, as defined in 2 CFR Part 200.

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

The Grantee and its successors and assigns agrees to the following:

A. To 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. 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. 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. 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. It 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 Owner 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. That upon completion of the project a cost certification will be performed by a certified public accountant and submitted to the Division.

G. That if, at any point during the Affordability Period, the Project ceases to comply with this Agreement or the Declaration of Restrictive Covenants, the Division may, at the sole option of the Division, require Grantee to repay the total amount granted pursuant to this Agreement.

H. 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, may become immediately due and owing at the sole discretion of the Division. 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 it 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 duly 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 individuals at or below 60% AMI 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. John McGraw Court and Silver Sage Court share a single-story community clubhouse including management offices, and a maintenance shop. Both properties serve individuals 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

**AMENDED AND RESTATED  
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 \$3,871,000.

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. Grantee agrees that if the Project ceases to be qualified as a Qualified Low-Income Housing Project, or if the Project fails to comply with any requirements set forth in this Agreement, Grantee shall repay all Funds to the Division.

2. Prohibitions on Transfer of the Project. Grantee shall not sell, transfer, convey, exchange, or otherwise dispose of the Project to a third party, unless the Grantee’s entire interest in the Project is conveyed to such third party, and the Division consents in writing to such a sale, transfer, conveyance, exchange or disposition, which consent shall not be

unreasonably withheld. Upon approval of the transfer by the Division, the transferee agrees to be bound by the terms of this Agreement. Grantee hereby agrees that it shall not enter into an agreement whereby Grantee agrees to sell, transfer, convey, or exchange any interest in itself to another entity, unless the Division consents in writing to such sale, transfer, conveyance, or exchange.

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

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

///

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE VII ENFORCEMENT AND REMEDIES**

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



**ARTICLE VIII  
RECORDING AND FILING**

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

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

**ARTICLE IX  
AMENDMENTS**

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 \_\_\_\_\_ 2024.

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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_ 2024

NEVADA HOUSING DIVISION

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

Name: Steve Aichroth

Title: Administrator

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

On \_\_\_\_\_, 2024, 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.

**AMENDED AND RESTATED GRANT AGREEMENT FOR AMERICAN RESCUE  
PLAN ACT  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS  
CFDA #21.027  
FAIN SLFRP2634**

This Grant Agreement (“Agreement”) is entered on this \_\_\_\_\_ day of ~~April~~May 2024, (“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, the State of Nevada entered into an agreement with the United States Department of Treasury on May 26, 2022, wherein it received \$2,738,837,228 of Corona Virus State and Local Fiscal Recovery Funds (“Funds”) pursuant to title Section 9901 of Subtitle M of the American Rescue Plan Act (“Act”) to mitigate the public health emergency with respect to COVID-19;

WHEREAS, the State of Nevada received Funds;

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 individuals who are at or below 60% of the Area Median Income (the “Project”)~~costs to purchase vacant land located at (ADDRESS) to construct an up to X-unit affordable housing project for individuals who are at or below 60% of the Area Median Income (the “Project”);~~ and

WHEREAS, the Division desires to assist Grantee in the development of the Project by providing a grant pursuant to HMNI in the amount of \$1,629,000~~\$1,425,000~~;

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 \$1,629,000~~\$1,425,000~~ 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 subparagraph (A) of paragraph (c) of Section 602 of the Act and 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 \$1,629,000~~\$1,425,000~~ 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 (“Affordability Period”) which shall be secured by a Declaration of Restrictive Covenants (“Declaration”) recorded in the County Recorder’s Office of Washoe County. As used in this Paragraph C, “low-income housing project” means a housing complex that provides housing to tenants at or below 60% of the Area Median Income for the county in which the Project is located.

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

E. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement or the Declaration, Owner shall repay any loaned Fund 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 as defined under the Final Rule (“Eligible Activities”) under this Agreement.

C. Grantee, or its successors or assigns, 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 voidable 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. Records must be maintained for a period of 10 years beginning from the Effective Date.



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 expended by December 31, 2026. Any Funds not expended by December 31, 2026, 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. Payments will be made by the Division to the Grantee in the form of reimbursement for monies already spent on eligible Project costs. All payments are contingent upon Grantee's continued compliance with the provisions set forth in this Agreement and any/all Rules and Regulations 31 CFR Part 35, OMB Uniform Guidance 2 CFR Part 200, Treasury Requirements, and any applicable local, state, and federal laws, and any applicable Treasury and/or Division policy memo, regulations, communication or guideline, as the same may be amended time to time.

N. Grantee must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR §200.112 and 2 CFR §200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Grantee who exercises or has exercised any function or responsibilities with respect to activities assisted with Funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a Fund-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Grantee must provide a copy of its written conflict of interest policy to the Division upon its request.

O. The Grantee covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the Project or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Grantee further covenants that in the performance of this Agreement, no person having such interest will be employed.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. Grantee agrees to pay Compliance Monitoring Fee as identified within the Division's Qualified Allocation Plan. The Compliance Monitoring Fee is an annual fee charged during the compliance period for state ongoing compliance and asset monitoring.

Y. Grantee shall not enter into any agreement, written or oral, with any contractor without the prior determination by the Division of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

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

A. Grantee, and any subgrantee, or its successor or assigns, 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.
  19. Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C 794.
  20. Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's Implementing regulations, 31 CFR part 28.
  21. Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
  22. The Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (URA), 49 CFR 24. The displacement, relocation, and acquisition are consistent with the other goals and objectives of the Project under the Agreement. The Grantee must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of a project assisted with Funds.

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.

H. Grantee, and any subgrantee, shall maintain an active registration with the System for Award Management (“SAM”) pursuant to 2 CFR Part 25.

I. Grantee’s obligation to the Division shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to, making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Division; and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over funds, including program income, as defined in 2 CFR Part 200.

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

The Grantee and its successors and assigns agrees to the following:

A. To 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. 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. 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. 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. It 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 Owner 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. That upon completion of the project a cost certification will be performed by a certified public accountant and submitted to the Division.

G. That if, at any point during the Affordability Period, the Project ceases to comply with this Agreement or the Declaration of Restrictive Covenants, the Division may, at the sole option of the Division, require Grantee to repay the total amount granted pursuant to this Agreement.

H. 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, may become immediately due and owing at the sole discretion of the Division. 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 duly 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. Silver Sage Court and John McGraw Court share a single-story community clubhouse including management offices, and a maintenance shop. Both properties serve individuals 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 ("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 \$1,629,000.
- 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, or 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.

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**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 \_\_\_\_\_ 2024.

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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_ 2024

NEVADA HOUSING DIVISION

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

Name: Steve Aichroth

Title: Administrator

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

On \_\_\_\_\_, 2024, 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: 12**

**April 23, 2024**

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

**FROM:** Executive Director

**RECOMMENDATION:** Discussion Only

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### **Background:**

Staff will provide an overview of the attached draft FY25 RHA budget. The FY25 budget must be approved and adopted by the Board by June 30, 2024. The draft FY25 budget is based on FY24 8-month actuals and extrapolation for the remaining 4 months of FY24.

The current draft budget includes the following considerations:

- Salaries and benefits have been adjusted based on historical data.
- Materials and contracted services have been increased by an inflation factor of 3%.
- Insurance premiums were increased by 6% based on recent estimates and premiums.
- Audit fees were increased by 8% based on FY24 fees compared to FY23 fees.
- Training budgets were updated based on department needs.
- Employee salaries have been reviewed to ensure staff salary allocations are appropriate.
- Overtime has been estimated and budgeted.
- Currently vacant positions that will be filled in FY25 have been budgeted.
- New positions are anticipated and have been budgeted.
- Rent increases based on the Board approved rent increase policy have been included.
- Silverada Manor, in the Public Housing budget, has had income and expenses prorated to match the anticipated project financial closing and conversion from public housing date.
- Hawk View Apartments, in the Public Housing budget, has had income and expenses prorated to match the anticipated project financial closing and conversion from public housing date.
- City of Reno stormwater fees have been budgeted for RHA owned properties.
- Operating expenses (utilities, etc.) have been budgeted for Paradise Plaza.
- Fencing and insurance fees have been budgeted for the Reno Avenue parcel.
- IT equipment replacement has been budgeted for aging laptops and other IT equipment.
- Resident Services events, such as Start Smart Graduation and FSS Graduation, have been budgeted.
- Youth activities, such as bike camp and dance classes, have been budgeted.
- Funds for food purchases for the Golden Grocery has been budgeted.
- Landlord Engagement has been budgeted to include a Landlord Appreciation event as well as funds to support landlord outreach.
- Ongoing staffing and MTW activity funding has been budgeted utilizing RHA's Annual Budget Authority.
- The replacement of two vehicles has been budgeted in the Neighborhood Stabilization budget.
- Provisions for unanticipated contracts, such as additional legal, have been budgeted.
- Funding per the recent Board's policy that provides the Executive Director to exercise employee salary-related flexibility has been budgeted.

The draft budget includes annual estimates for operating public housing as well as the Authority and identifies estimated revenue from each of the Authority's sources including public housing, MTW, business activities, and NSP. Staff is working with CloudTen (previously Gaston & Wilkerson) to get updated net income projections for RHA's expanded housing portfolio based on RHA's new rent policy and incorporate these estimates into the budget.

The current draft FY25 budget shows ending net income of approximately \$3.1 million. Staff will continue to refine the budget based on today's discussion and/or other information and bring an updated version to the May meeting for the Board to consider adopting.

**Staff Recommendation and Motion:** For discussion only.

# Reno Housing Authority

FY25 Annual Budget

by REAC/FDS Reporting Group

G/L	Description	Business Activities	COCC	HCV/MTW	NSP	PH	WAHC	FY25 Budget TOTAL
3000-00-000	INCOME							
3100-00-000	TENANT INCOME							
3101-00-000	Rental Income							
3111-00-000	Tenant Rent	\$2,356,083.08			\$1,000,260.00	\$2,386,110.06		
3111-03-000	Non-Dwelling Rent		\$167,640.00			\$6,412.50		
3112-00-000	LIPH FSS Escrow Payments							
3112-01-000	Tenant Based Subsidy	\$225,213.00			\$133,641.00			
3112-06-000	PBV HAP Subsidy	\$99,723.00			\$118,575.00			
3114-00-000	Less: Concessions							
3119-00-000	Total Rental Income	\$2,653,227.08			\$1,252,476.00	\$2,399,010.06		
3120-00-000	Other Tenant Income							
3120-01-000	Laundry and Vending					\$9,233.54		
3120-02-000	Cleaning Fee	\$300.00			\$450.00			
3120-03-000	Damages				\$4,127.58	\$6,907.75		
3120-04-000	Late Charges	\$2,355.08			\$6,328.28	\$11,008.38		
3120-05-000	Legal Fees - Tenant	\$1,140.00			\$1,638.00	\$8,749.00		
3120-06-000	NSF Charges				\$150.00	\$175.00		
3120-07-000	Tenant Owed Utilities	\$4,031.46			\$1,895.00	\$3,808.85		
3120-09-000	Misc.Tenant Income					-\$109.13		
3120-11-000	Cable Charge Income	\$2,335.50				\$110,067.38		
3121-00-000	Tenant Payment Agreement (TPA) Rent				\$225.00	\$1,935.75		
3121-02-000	Tenant Payment Agreement (TPA) Other				\$150.00	\$4,479.02		
3129-00-000	Total Other Tenant Income	\$29,625.49			\$14,963.86	\$81,255.78		
3199-00-000	TOTAL TENANT INCOME	\$2,682,852.57	\$167,640.00		\$1,267,439.86	\$2,480,265.84		
3400-00-000	GRANT INCOME							
3401-00-000	HUD PHA Operating Grants/Subsidy					\$2,201,567.38		
3410-01-000	Section 8 HAP Earned			\$31,319,811.00			\$26,338,607.00	
3410-02-000	Section 8 Admin. Fee Income			\$3,315,756.00			\$1,101,891.27	
3410-04-000	Port-In Admin Fees Earned			\$12,000.00				
3410-06-000	Port In HAP Earned			\$148,500.00				
3415-00-000	Other Government Grants	\$148,000.00						
3499-00-000	TOTAL GRANT INCOME	\$148,000.00		\$34,796,067.00		\$2,201,567.38	\$27,440,498.27	
3600-00-000	OTHER INCOME							
3601-00-000	Other Income	\$62,302.08		\$307,500.00	\$7,515.47	\$17,094.03		
3610-00-000	Interest/Investment Income - Unrestricted		\$55,306.00	\$500.00	\$146,483.04	\$31,473.47	\$52,302.02	
3620-00-000	Management Fee Income		\$2,026,039.00					
3620-01-000	COCC Asset Mgmnt Fee Income							
3620-02-000	COCC Bookkeeping Fee Income		\$536,355.00					
3640-00-000	Fraud Recovery - RHA			\$200,000.00				
3640-50-000	Fraud Recovery - HUD			\$36,200.00				
3650-00-000	Miscellaneous Other Income		\$350.00			\$917.73	\$61,274.43	
3690-04-000	Carport Rental Income					-\$1,399.50		

3690-60-000	Donations							
3690-70-000	Monthly Pet Fee	\$1,231.50			\$480.00	\$5,945.60		
3699-00-000	TOTAL OTHER INCOME	\$99,865.08	\$2,618,050.00	\$544,200.00	\$154,478.51	\$53,431.32	\$113,576.45	
3999-00-000	TOTAL INCOME	\$2,930,717.65	\$2,785,690.00	\$35,340,267.00	\$1,421,918.37	\$4,735,264.54	\$27,554,074.72	\$74,767,932.28
4000-00-000	EXPENSES							
4100-00-000	ADMINISTRATIVE EXPENSES							
4100-99-000	Administrative Salaries							
4110-00-000	Administrative Salaries	\$215,021.28	\$1,215,442.00	\$2,873,796.00	\$141,950.00	\$524,270.27	\$291,517.32	
4110-99-000	Total Administrative Salaries							
4130-00-000	Legal Expense							
4130-02-000	Criminal Background Checks		\$150.00	\$100.00	\$60.38	\$46,955.00		
4130-04-000	General Legal Expense		\$95,695.00			\$111.44	\$2,175.00	
4131-00-000	Total Legal Expense							
4139-00-000	Other Admin Expenses							
4140-00-000	Staff Training		\$93,000.00	\$88,000.00	\$3,433.50	\$39,786.56	\$7,000.00	
4150-00-000	Travel						\$17,000.00	
4171-00-000	Auditing Fees		\$4,345.00	\$14,239.00		\$46,253.89	\$8,857.00	
4171-50-000	Payroll Processing Fee		\$6,432.00	\$5,835.00	\$1,988.22	\$4,115.12	\$710.00	
4172-00-000	Port Out Admin Fee Paid			\$10,000.00				
4173-00-000	Management Fee			\$366,777.00	\$108,648.96	\$544,053.20		
4180-00-000	Office Rent			\$100,320.00		\$43,545.60	\$9,000.00	
4189-00-000	Total Other Admin Expenses							
4190-00-000	Miscellaneous Admin Expenses							
4190-00-100	Sundry	\$13,163.46	\$106,700.00	\$151,000.00		\$1,759.86	\$300.00	
4190-01-000	Membership Dues and Fees		\$25,000.00	\$16,660.00			\$30,000.00	
4190-02-000	Publications		\$800.00	\$1,109.00		\$933.92		
4190-03-000	Advertising	\$85.92	\$2,000.00	\$1,786.00		\$2,699.27		
4190-04-000	Office Supplies		\$15,855.00	\$27,358.00	\$131.93	\$6,010.81	\$2,000.00	
4190-06-000	Computer Expenses		\$141,341.00	\$93,397.00		\$44,746.29	\$2,000.00	
4190-06-100	Consulting Costs		\$230,000.00	\$6,000.00				
4190-07-000	Telephone		\$30,584.00	\$18,962.00	\$948.24	\$15,874.38	\$6,800.00	
4190-07-100	Court Costs	\$165.00			-\$39.00	\$30,779.25		
4190-08-000	Postage		\$21,115.00	\$16,282.00		\$6,710.40		
4190-08-100	Collection Agency Fees					\$1,140.46		
4190-09-000	Software Lisense Fees		\$165,000.00	\$165,000.00		\$97,632.37	\$12,000.00	
4190-09-100	Technical Assistance		\$65,000.00	\$4,376.00		\$7,235.95	\$13,000.00	
4190-11-000	Printer Supplies	\$5,226.60	\$5,300.00	\$4,049.00		\$6,543.45		
4190-13-000	Internet						\$400.00	
4190-17-000	Temporary Administrative Labor							
4190-18-000	Home Ownership Fees	\$66,261.00			\$106,373.60			
4190-20-000	Bank Fees			\$9,303.00	\$169.13	\$1,434.35	-\$1,797.00	
4190-22-180	Commisioner Costs		\$54,800.00					
4190-23-000	Office Equipment & Furniture		\$3,000.00	\$1,225.00		\$337.97	\$150.00	
4190-27-000	Copier Expense - Contract		\$10,377.00	\$8,454.00		\$5,704.11	\$800.00	
4190-28-000	Drug Testing - Contract		\$300.00	\$181.00	\$58.50	\$286.65		



4190-29-000	Criminal History - Contract		\$150.00	\$36,000.00	\$60.38	\$34,986.18	
4191-00-000	Total Miscellaneous Admin Expenses						
4199-00-000	TOTAL ADMINISTRATIVE EXPENSES						
4200-00-000	TENANT SERVICES						
4210-00-000	Tenant Services Salaries		\$17,840.00			\$88,288.28	
4220-01-000	Other Tenant Svcs.			\$73,850.00			
4230-00-000	Tenant Services Charged to Tenants					\$35,940.58	
4230-03-000	Tenant Services - Cable	\$16,552.43				\$411,733.18	
4230-05-000	Laundry Service					\$4,571.25	
4299-00-000	TOTAL TENANT SERVICES EXPENSES						
4300-00-000	UTILITY EXPENSES						
4300-10-000	Cable & Internet		\$38,591.00			\$9,926.02	\$4,800.00
4310-00-000	Water	\$13,308.80	\$1,742.00		\$6,120.64	\$97,579.55	\$350.00
4320-00-000	Electricity	\$22,462.16	\$18,695.00		\$2,003.46	\$36,830.01	\$2,200.00
4320-01-000	Electricity-Vacant Units				\$2,081.10	\$5,978.36	
4320-02-000	KWH Contra Accounts						
4320-03-000	KWH						
4321-00-000	Outdoor Lighting		\$6,049.00			\$4,127.09	
4330-00-000	Gas	\$5,608.54	\$3,951.00		\$4,767.49	\$33,607.36	\$750.00
4330-01-000	Therms						
4330-02-000	Therms Contra Account						
4390-00-000	Sewer	\$74,399.51	\$388.00		\$54,725.66	\$360,147.05	\$950.00
4390-00-100	Other Utility Expenses				\$62.94	\$924.16	\$5.00
4390-10-000	Utilities Charged to Tenants	-\$388.97			-\$502.02		
4399-00-000	TOTAL UTILITY EXPENSES						
4400-00-000	MAINTENANCE AND OPERATIONAL EXPENSES						
4400-10-000	Maint - Consumables	\$8,831.90	\$385.00		\$878.57	\$18,080.80	
4400-99-000	General Maint Expense						
4410-00-000	Maintenance Salaries	\$92,415.00			\$99,152.00	\$486,322.29	\$800.00
4410-50-000	Retiree Benefits		\$2,700.00	\$3,700.00		\$4,687.94	
4419-00-000	Total General Maint Expense						
4420-00-000	Materials						
4420-01-000	Materials - Plumbing	\$247.00			\$2,794.21	\$11,319.67	
4420-02-000	Materials - Electrical				\$4,663.83	\$14,559.61	
4420-04-000	Materials - Building & Grounds	\$2,019.93			\$2,775.41	\$20,378.14	
4420-05-000	Materials - Paint				\$37.05	\$240.64	
4420-06-000	Materials - Heating & Cooling		\$133.00		\$1,471.91	\$8,330.44	
4420-07-000	Materials - Maintenance	\$8,395.45	\$225.00		\$8,954.23	\$40,723.12	
4420-08-000	Materials - Drapes & Parts				\$3,126.73	\$33,987.01	
4420-09-000	Materials - Janitorial Supp		\$94.00	\$165.00	\$103.33	\$7,000.22	\$150.00
4420-10-000	Maintenance Charged to Tenants	-\$6,050.66				-\$10,468.18	
4420-11-000	Materials - Irrigation					\$351.88	
4420-12-000	Materials - Flooring				\$454.23	\$195.43	
4420-15-000	Materials - Pest Control					\$2,026.89	
4425-00-710	Materials - Maintenance Tools	\$64.00			\$1,310.03	\$3,791.15	
4429-00-000	Total Materials						

4430-00-000	Contract Costs						
4430-01-100	Contract - Vacancy Cleaning	\$11,945.00			\$4,260.00	\$25,335.00	
4430-02-000	Contract-Appliance	\$1,098.00			\$1,097.97	\$8,921.78	
4430-02-100	Contract - Vacancy Paint		\$1,244.00		\$28,893.02	\$83,685.26	
4430-03-000	Contract-Buildings and Grounds				\$3,345.00	\$4,282.21	
4430-04-100	Contract - Landscaping					\$88,800.91	
4430-05-000	Contract-Decorating/Painting	\$2,663.00					
4430-05-100	Contract - Uniform Service		\$1,981.00		\$3,889.00	\$3,664.63	
4430-06-000	Contract-Electrical		\$2,000.00			\$8,841.86	
4430-06-100	Contract - Inspections		\$731.00			\$6,564.00	
4430-07-000	Contract-Pest Control		\$1,103.00			\$26,348.50	
4430-07-100	Contract - Glass Repair		\$192.00		\$3,653.00	\$9,000.93	
4430-08-000	Contract-Floor Covering	\$32,067.54			\$17,947.00	\$58,730.16	
4430-09-100	Contract - Equipment Repair & Svc		\$1,563.00			\$1,073.56	
4430-10-000	Contract-Janitorial/Cleaning	\$4,530.00	\$34,522.00	\$7,230.00	\$360.00	\$22,584.29	\$13,000.00
4430-10-100	Contract - Security	\$15,599.88	\$809.00			\$2,009.69	\$1,057.00
4430-11-000	Contract-Plumbing				\$15,366.00	\$2,506.61	
4430-12-000	Contract-Window Covering					\$990.15	
4430-13-000	Contract-HVAC	\$1,444.25			\$447.00	-\$15,533.88	
4430-14-000	Contract-Vehicle Maintenance				\$389.73	-\$415.34	
4430-16-100	Contract - Radio Service	\$118.32	\$14,597.00	\$2,576.00	\$2,476.95	\$3,243.36	\$1,219.00
4430-18-100	Contract - Consultants		\$150,000.00			-\$2,486.09	
4430-19-000	Contract-Sprinkler Monitoring					\$681.08	
4430-19-100	Contract - Fuel & Mileage Reimbursement	\$367.93	\$902.00	\$2,388.00	\$1,159.27	\$9,946.89	
4430-20-000	Contract - Answering Svc		\$742.00	\$5,732.00	#N/A	\$1,324.78	
4430-21-000	Contract - Misc		\$32,000.00	\$1,777.78	\$1,736.25	\$5,475.38	\$863.00
4430-23-000	Contract-Consultants						
4430-27-000	Contract - Fencing				\$7,855.00		
4430-31-000	Contract - Garage Door Repair	\$2,755.20			\$9,896.25	\$5,860.22	
4430-31-100	Contract - Disposal Svc		\$4,151.00		\$7,597.59	\$250,122.39	\$472.00
4430-90-000	Contract-Fee For Service					\$67.50	
4430-99-000	Contract Costs-Other						\$4,635.00
4431-00-000	Auto Repair		\$1,500.00	\$408.00	\$3,904.56	\$12,836.94	
4439-00-000	Total Contract Costs						
4499-00-000	TOTAL MAINTENANCE AND OPERATIONAL EXPENSES						
4500-00-000	GENERAL EXPENSES						
4510-00-000	Insurance		\$11,093.00	\$1,768.00	\$1,672.56	\$5,296.44	
4510-01-000	Insurance - Worker's Comp		\$5,441.00	\$38,822.00	\$3,234.92	\$13,167.66	\$3,083.00
4510-04-000	Insurance - Other	\$3,108.92			\$3,161.76	\$16,414.84	
4510-10-000	Property Insurance	\$30,277.41			\$30,337.33	\$160,547.97	\$600.00
4510-20-000	Liability Insurance				\$2,312.88	\$11,328.50	
4520-00-000	Payments in Lieu of Taxes					\$7,872.80	
4520-01-000	Property Tax	\$867.60			\$805.95	\$5,701.11	\$5.00
4540-00-000	Employee Benefits		\$383,878.00	\$2,850,358.00	\$137,427.00	\$556,672.92	\$70,800.00
4570-00-000	Bad Debt-Write Offs		\$7,000.00				
4585-00-000	Port-In HAP/URP Expense			\$150,000.00			

4590-00-000	Other General Expense						\$130,000.00	
4590-01-000	Water Cooler Rental		\$486.00	\$486.00		\$1,991.73		
4599-00-000	TOTAL GENERAL EXPENSES							
4700-00-000	HOUSING ASSISTANCE PAYMENTS							
4715-00-000	Housing Assistance Payments			\$27,021,676.00			\$26,338,607.00	
4715-01-000	Tenant Utility Payments-Voucher							
4715-02-000	Port Out HAP Payments							
4715-06-000	FSS Escrow Payments							
4715-07-000	Landlord Incentive Program							
4715-08-100	HAP - Vash							
4715-09-000	HAP - Mainstream 75							
4715-10-000	UAP - RHA - VASH							
4715-81-000	Homeless Prevention - Other			\$235,000.00				
4750-00-000	Admin Fee Expense (pay to COCC)			\$4,417.00				
4799-00-000	TOTAL HOUSING ASSISTANCE PAYMENTS							
4800-00-000	FINANCING EXPENSE							
4810-01-000	Asset Mgt Fee Expense					\$26,145.00		
4810-02-000	Bookkeeping Fee Expense (pay to COCC)	\$6,660.00		\$224,741.00	\$10,080.00		\$290,000.00	
4899-00-000	TOTAL FINANCING EXPENSES							
5000-00-000	NON-OPERATING ITEMS							
5210-00-000	Operating Transfers OUT							
5999-00-000	TOTAL NON-OPERATING ITEMS							
8000-00-000	TOTAL EXPENSES	\$1,020,858.86	\$3,039,114.00	\$34,645,303.78	\$970,070.63	\$4,663,504.27	\$27,266,258.32	\$71,605,109.85
9000-00-000	NET INCOME	\$1,909,858.79	-\$253,424.00	\$694,963.22	\$451,847.74	\$71,760.27	\$287,816.40	\$3,162,822.42
		Unrestricted		Restricted	Restricted to Secure LOC	Restricted	Unrestricted	
FY24 Annual Approved Budget		\$2,272,848.00	-\$919,434.00	\$1,027,336.00	\$572,101.00	-\$1,328,214.00	\$238,824.00	\$1,863,461.00

\* Please note that annual budgets have not been received for Colonial Court, Prater Way, Serrazin Arms & Idlewild Townhomes. Income from these properties is anticipated to increase. Current budget includes FY24 annual budget figures.

**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 13**

**April 23, 2024**

**SUBJECT:** Closed Session: The Board may give direction to staff in closed session regarding the position or positions to be taken or the strategy to be employed, and staff may provide the Board with an update, regarding:

**FROM:** Executive Director

**RECOMMENDATION:** For Discussion

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

**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 14**

**April 23, 2024**

**SUBJECT:** Reconvene Open Session: Additional Items. (For Discussion)

**FROM:** Executive Director

**RECOMMENDATION:** For Discussion

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**Additional Items:**

- a) Possible change in day/time of Board meetings (Discussion)
- b) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- c) Reports on conferences and trainings. (Discussion)
- d) Old and New Business. (Discussion)
- e) Request for Future Agenda Topics (Discussion)
- f) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, May 28, 2024, and Tuesday, June 25, 2024. (For Possible Action)