

**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, June 25, 2024
TIME: 12:00 p.m. (Approximately)
PLACE: Reno Housing Authority Boardroom
1525 East Ninth Street, Reno, Nevada

Persons wishing to provide public comment may participate during the scheduled meeting by commenting in person during the course of the meeting, or address their comments, data, views, arguments in written form to Hilary Lopez, Ph.D., Executive Director, Housing Authority of the City of Reno, 1525 East 9th Street, Reno, NV 89512-3012, Fax: 775.786.1712; e-mail address: HLopez@renoha.org. Written submission should be received by the Board on or before, June 21, 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.

A G E N D A

- Call to order and roll call.
- Introduction of guests.
- First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.
- Approval of agenda. (For Possible Action)
 1. Approval of the minutes of the regular Board Meeting held May 28, 2024. (For Possible Action)
 2. Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.) (For Possible Action)
 - a) Discussion and possible approval of the below listed donations from Board of Commissioner contingency funds.
 - Commissioner Aiazzi: \$4,000 to RHA Resident Services Department to support resident services programming, with a priority for ensuring full funding for the Spring Bike Camp.

- Commissioner Sullivan: \$5,000 to The First Tee Golf Program; \$2,400 to the Food Bank of Northern Nevada; \$2,600 to RHA for the following youth and senior programs:
 - Youth:
 - \$1,000 for Spring Bike Camp
 - \$400 for pop-up canopies
 - \$500 for school incentive program
 - \$500 for Jr. Ski Program
 - Seniors:
 - \$200 to purchase personal shopping carts for the Golden Grocery food pantry.
 - b) Discussion and possible approval of a two-month extension, through August 31, 2024, of the month-to-month contract with JF Downey Realty Consulting & Advisory Services, LLC, for a total amount not to exceed \$17,520.00.
 - c) Discussion and possible approval of Resolution 24-06-01 RH authorizing the Executive Director to open and administer bank accounts including the construction account, operating account, security deposit account, replacement reserves account, and/or other accounts as required by Silverada, LLC to support the Silverada Manor rehabilitation project.
3. Commissioner Reports. (Discussion)
 4. Executive Director/Secretary's Report. (Discussion)
 - A. Update on Agency activities
 - B. Update on Rental Assistance Voucher Programs / Asset Management
 - C. Update on Workforce Development, Elderly Services, and Youth activities
 - D. Update on Public Affairs activities
 - E. Update on Development activities
 - F. Update on Information Technology activities
 - G. Update on MTW activities
 - H. Update on Legal Inquiries
 - I. Financials
 5. Discussion and possible approval of Resolution 24-06-02 RH for the revised Administrative Plan for the Homeless Prevention Program to broaden the scope of activities and refine the assistance provided by RHA to eligible households. (For Possible Action)
 6. Discussion and possible approval of a \$1,000,000.00 predevelopment loan from Hudson HT LP to Brinshore Development, LLC, for the Silverada Manor rehabilitation project. (For Possible Action)
 7. Discussion and possible approval of the Option to Ground Lease and Acquire Improvements by Silverada LLC for Silverada Manor. (For Possible Action)

Closed Session:

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

Reconvene Open Session:

9. Discussion and possible approval of the Collective Bargaining Agreement covering the period starting July 1, 2024, through June 30, 2026, and including an annual Cost of Living Adjustment (COLA) tied to the CPI-U Western Region and various other changes. (For Possible Action)
10. Discussion and possible action to approve both the April 2024 Cost of Living Adjustment (COLA) as published by the Consumer Price Index (CPI) Western Information Office, West Region, and on the basis thereof, possible adoption of Resolution 24-06-03 RH approving a net 3.7% COLA increase, with a total fiscal impact of approximately \$115,000 for FY2025, for all staff positions at RHA and Washoe Affordable Housing Corporation (WAHC) not covered under the Collective Bargaining Agreement. (For Possible Action)
11. Discussion and update on the relocation of residents at Hawk View Apartments and Silverada Manor. (Discussion Only)
12. Discussion and quarterly update on the RHA development projects including, but not limited to:
 - a. Dick Scott Manor
 - b. Railyard Flats
 - c. Silverada Manor
 - d. Hawk View Apartments
 - e. John McGraw and Silver Sage Apartments
 - f. Stead Manor
 - g. Carville Court
 - h. Paradise Plaza
 - i. Reno Avenue.

(Discussion Only)

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

14. Discussion and update on Board goals and year one progress. (Discussion)
 15. Additional Items:
 - a) Possible change in day/time of Board meetings (Discussion)
 - b) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
 - c) Reports on conferences and trainings. (Discussion)
 - d) Old and New Business. (Discussion)
 - e) Request for Future Agenda Topics (Discussion)
 - f) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time:
Tuesday, July 23, 2024, and Tuesday, August 27, 2024
(For Possible Action)
 16. Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.
 17. 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 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 June 20, 2024

Colleen Montgomery-Beltran

By: Colleen Montgomery-Beltran
Interim Executive Administrative Assistant

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 1

June 25, 2024

SUBJECT: Approval of the minutes of the regular Board Meeting held May 28, 2024.
(For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

The minutes of the regular Board Meeting held on May 28, 2024, are attached.

**MINUTES OF THE REGULAR MEETING
HOUSING AUTHORITY OF THE CITY OF RENO
BOARD OF COMMISSIONERS
May 28, 2024**

The meeting of the Board of Commissioners of the Housing Authority of the City of Reno (Agency) was called to order by Chairman Aiazzi at 12pm on Tuesday, May 28, 2024, in the Agency's Boardroom.

Commissioners Present

Dave Aiazzi, Chairman
Kathleen Taylor, Commissioner
Mark Sullivan, Vice Chairman (called in)
Dejanae Solley, Commissioner

Commissioners Absent

Mayor Hillary Schieve

Staff Present

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

Staff Present (continued)

Jeff Tenenbaum, Director of Finance
Simona Parton, Senior Accountant
Colleen Montgomery-Beltran, Executive Administrative Assistant
Ryan Russell, Legal Counsel

Others Present

Meg Shae, Executive Director of Rebuilding Together Northern Nevada
Katie Pace, Founder of Rebuilding Together Northern Nevada

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

- **Call to order and roll call.**
- **Introduction of guests.**

- **First Period of Public Comment.**

- David Tscheckar, Hawk View Manor resident, commented on the moving deadline.
- Nanette and Marshall Eaton and Marilyn Jo Fink, commented on Reno Avenue project's potential impact on community.

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

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

- 1. Presentation on Rebuilding Together and its programs by Meg Shae, Executive Director of Rebuilding Together Northern Nevada. (Discussion)**

Rebuilding Together Northern Nevada is a national organization serving homeowners who are seniors, veterans and those living with disabilities to age in place safely. The organization is largely grant funded, and works with individuals who are at 80% AMI and below to provide safe and healthy home repairs.

- 2. Approval of the minutes of the regular Board Meeting held April 23, 2024. (For Possible Action)**

Commissioner Taylor motioned to accept the meeting minutes. Commissioner Solly seconded the motion. Chairman Aiazzi called for the question. All were in favor, no nays. Chairman Aiazzi declared the motion carried.

- 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 approval of the below listed donations from Board of Commissioner contingency funds.**

- Commissioner Schieve: \$1,000 to Good Shepard's Clothes Closet to support its Drop Box program, \$2,500 to Join Together Northern Nevada to support its substance abuse prevention programs, and \$6,500 to the City of Reno Housing and Neighborhood Development Department to support its emergency housing program for people in crisis.
- Commissioner Solley: \$4,000 to Black Wall Street to support its programming and \$6,000 to support RHA Resident Services programs as follows:
 - Workshop/Event Food and Supplies - \$500

- Workforce Development Graduation Celebration - \$450
 - Youth Summer Camp - \$1800
 - Emergency funds for youth needs - \$500
 - Back to School Event - \$1000
 - Dance Classes - \$1000
 - Senior Services Emergency Funds - \$750
- Commissioner Taylor: \$9,501.10 to Eddy House to support its programming.

Commissioner Taylor disclosed that she is a board member of the Eddy House and wished to recuse herself from voting on this item.

b) Discussion and possible approval of updates to RHA signature authorities.

Vice Chairman Sullivan motioned to approve the consent agenda. Commissioner Taylor seconded the motion. Chairman Aiazzi called for the questions. Three in favor and one abstention. The motion carried.

4. Commissioner Reports. (Discussion)

None

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

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

- The housing waitlist closed on May 3. RHA received 5,723 applications.
- At the prior Board Meeting, RHA received approval to release an RFP to project base up to 125 VASH vouchers. Applications were reviewed and scored, and three awards were made.
- Executive Director Lopez and Deputy Executive Director McKendree are working with the City of Reno to explore potential collaborative efforts to utilize CDBG section 108 loan funds to help advance affordable housing within our community.
- RHA is also partnering with The Continuum of Care in Washoe County to develop a database of active and available housing units for households on the community queue.
- RHA is also partnering with the local jurisdictions and the Washoe County court system to explore the development of an eviction diversion program.
- Executive Director Lopez announced that RHA's Director of Development, JD Klippenstein, was appointed the new chair of the Nevada Housing Coalition's policy committee.
- Regarding Rental Assistance updates, RHA has fully extended the City of Sparks eviction prevention program funding and the contract was signed to implement the second year of funding, which will become available after July 1.

- RHA's Asset Management staff is working on generating the rent increase notices that comply with the Board's previous actions, the rent increase policy, that will become effective August 1 of this year. Those notices will be sent out the end of May to allow for the 60-day notification requirements for NRS.
- Regarding Resident Services:
 - Elderly Services staff have been participating in various events to highlight Older American Month. RHA received an additional award from Greater Nevada Credit Union to help fund Golden Groceries food pantry.
 - Start Smart Scholars Night dinner will be held on June 26 at the El Dorado to celebrate the graduating seniors. The scholarship committee is working to identify which youth will receive the \$10,000 scholarships.
 - RHA is working on a community garden at Essex Manor with the \$5,000 that was allocated by the Board in the last budget for community projects and working with urban roots to develop the garden.
- The Board will receive a full Development Department report next month as part of our quarterly schedule. To highlight a couple of activities the Board should be aware of:
 - The rehab project at Silverada Manor will begin as scheduled, but electrical issues have caused the residential rehab portion to begin later than anticipated. However, sitework will begin earlier than planned which will ensure residents will not be off site for more than 12 months.
 - RHA submitted the application to the Nevada housing division for the Hawk View project and anticipates going to state board of finance for tax exempt bond approval on June 6. RHA has been working with Brinshore to finalize the LOI and debt term sheets for the Hawk View project. They have selected Hudson Housing as the equity investor and Citi Bank as the construction and permanent debt lender. Housing to Home is working with Hawk View tenants to ensure they have the information needed for relocation.
- On April 30, RHA received notice from HUD that they completed an assessment of our MTW program and indicated that RHA is compliant with all five of the statutory requirements for the demonstration program for fiscal year 2022.
- Vice Chairman Sullivan asked for clarification on the topic of the number of people on the waitlists who were local, as mentioned in the minutes. Deputy Director McKendree told Chairman Sullivan that the number was accurate.
- Chairman Aiazzi inquired about the dumpsters that were to be placed at Hawk View. Development Director, JD Klippenstein, told him that Housing to Home is working to get those on site. Asset Management Director, Kristin Scott, added that RHA maintenance staff have been cleaning up discarded items over the weekend.
- Commissioner Taylor inquired about the different voucher types, the percentage of them being used, and what is needed to increase the usage. Director of Rental

Assistance, Jamie Newfelt, informed Commissioner Taylor that Rental Assistance has been holding some vouchers back because the residents relocating from Hawk View will lead to definite lease-ups, increasing the usage of the traditional vouchers to 91%.

- Commissioner Taylor inquired about the goal of the partnership with the COC. Deputy Executive Director McKendree explained that when the Emergency Housing Vouchers were released, it became evident that voucher holders were needing more support in finding housing units. The COC is funding the landlord and COC partners' engagement in using the database so anyone can have access to landlords and their units.
- Commissioner Taylor asked what would be needed to get AT&T to remove the utility pole at the Dick Scott site, which has been delaying the project. Executive Director Dr. Lopez informed Commissioner Taylor that a contact through Vice Chairman Sullivan had been helpful and AT&T is now on site resolving the issue.

6. Review and possible approval of changes to the RHA Board of Commissioners Bylaws. (For Possible Action)

After deliberations about the annual meeting being held in December and allowing for flexibility in when the annual meeting and board retreat can be held, and after deliberating on the process by which the By-Laws require notice of posting of the Board Meeting agendas, no changes were made to the By-Laws.

7. Discussion and possible approval of a revised Fixed Asset Threshold. (For Possible Action)

RHA's external auditor has recommended that RHA update the capitalization threshold to be better in line with the Government Finance Officers Association (GFOA) and federal requirements so capital assets which are also known as fixed assets, refers to assets used in operations with a useful life of one year or more. Currently, RHA is using a capitalization threshold that is set at \$2,000 and this threshold has not been changed in the last 18 years. Current guidance from the GFOA, which is a professional association that provides best practice guidance to governmental agencies based on government accounting standards, recommended that government use a capitalization threshold of at least \$5,000 or more for any individual item that has a useful life of up to two years. Most governments at that time have moved to \$5,000. And more recently, there's been feedback to increase that threshold up to \$10,000. The US Office of Management and Budget which handles the procurement requirements is updating and revising their federal threshold to be \$10,000 as of October 1st, within our community, both local jurisdictions and other special districts have also recently increased up to the \$10,000 limit. RHA is proposing that to change its limit to the \$10,000 limit which would put RHA at a comparable level with industry standards. This change will be going forward, no retroactive adjustment, and would be implemented effective July 1. Anything currently categorized as a fixed asset will continue to be labeled as

such. OMB will be revising their federal thresholds at the federal level as of October 1, which aligns with their fiscal year.

After careful deliberation, Vice Chairman Sullivan motioned to approve revising the fixed asset threshold from \$2,000 to \$10,000, the new threshold for capitalization. Commissioner Taylor seconded the motion. The motion passed unanimously.

8. Discussion and possible approval of Sales and Services Schedule. (For Possible Action)

After Chairman Aiazzi questioned RHA's Asset Management Director about the inclusion of salary and benefits in the cost portion of the schedule relating to the maintenance staff, the Asset Management Director clarified that the cost that the Chairman was inquiring about included the current average labor rate and does not include their salaries and benefits.

Commissioner Taylor motioned to approve the Sales and Services Schedule with no changes. Commissioner Solly seconded the motion. The motion carried with all ayes, no nays.

9. Discussion and possible approval of FY2025 RHA budget. (For Possible Action)

Commissioner Solly declared a conflict and must abstain from voting on this item.

Executive Director Dr. Lopez explained that RHA must submit a board approved annual operating budget no later than the 30th of June every year. The fiscal year 25 draft budget was initially brought forward as a discussion item last month. It is being brought back this month based on that discussion and some updates to it, which could either be acted upon at this meeting or could be brought back if needed next month. It would need to be acted on then no later than June 30th. The budget is based on FY24 eight-month actual income and expenses with the remaining four months of FY 24 extrapolated. Variances between FY25 budget figures and FY24 projected actual income and expenses have been provided as well as explanations for any variances that were all over 10%. Proposed staffing changes as part of the FY 25 budget was also provided.

After Commissioner Taylor inquired about the variance between the amount budgeted for staff training and the lower actual amount for training, Executive Director Dr. Lopez explained that in the past we had two line items, travel and training, and this year we've combined them. That is making it seem more inflated, but the estimate is based on what each director felt they would need for their team to be successful in the coming year, considering staff changes and turnovers, and it may come in under that amount.

Commissioner Taylor also inquired about CloudTen, utilities expenses and maintenance, that appear to be much higher because they are lumped together, and if there should be a decrease somewhere else to balance. Deputy Executive Director McKendree pointed out

that supplies and contracting under the maintenance section show negative variances to make up for that.

Commissioner Taylor asked about the budget for consultants. Deputy Director McKendree explained that in FY 24, higher expenses for navigating consulting was due to not having a finance director yet. And Wise Consulting was our consultant for the Yardi conversion. Now we are past that.

Commissioner Taylor also requested clarification about funding of the Homeless Prevention Program item in the budget. Executive Director Dr. Lopez explained that RHA has received a grant from the State of Nevada that RHA uses to fund the Homeless Prevention Program.

Chairman Aiazzi asked for an explanation for the difference in the total bottom line between FY 24 and FY 25, what appears to be a temporary reduction in income. Deputy Executive Director McKendree explained that one reason is the way HAP is paid and MTW flexibility. What is budgeted in FY 25 includes RHA's whole annual budget authority, with none of the budget authority being funneled into HUD reserves.

Chairman Aiazzi asked for an explanation for there being a negative number under Tenant Services Charged to Tenants. RHA's Asset Management Director stated that those are services that are charged to the tenants that they're paying for over the year, showing the income from that. Finance Director, Mr. Tenenbaum, explained that that item will vary from year to year and may not always be positive. Mr. Tenenbaum also suggested the auditors recommend moving that item. That item could be considered income, but it's also the process of netting that expense.

Regarding the staff training, Vice Chairman Sullivan had questions about the number of employees receiving training and how many require travel with that training. Executive Director Dr. Lopez explained that it varies and if the training can be done via the web or locally in person, RHA would try to take advantage of that. Last year there was much training across all departments on Yardi, Inspire, HOTMA, HR training, etc.

After careful consideration by the Board members, Commissioner Taylor motioned to approve the budget. Chairman Aiazzi seconded the motion. The motion was carried with three ayes and one abstention.

10. Discussion and possible action to direct the Executive Director to submit a letter to AT&T regarding the delayed removal of a utility pole and its impact on the completion of Dick Scott Manor supportive housing project. (For Possible Action)

Executive Director Dr. Lopez suggested Item 10 be cancelled and thanked Vice Chairman Sullivan for his help with connecting RHA with AT&T to remove the pole.

Closed Session:

**11. 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:

12. Annual Open Meeting Law Training by Ryan Russell of Allison Mackenzie. (Discussion)

Mr. Ryan Russell, on behalf of Allison MacKenzie, Esq., legal counsel for the Reno Housing Authority, gave a presentation and training on the annual Open Meeting Law.

13. Presentation on RHA's Rental Assistance Department by Jamie Newfelt, Director of Rental Assistance. (Discussion)

RHA's Director of Rental Assistance gave a presentation describing the function of the Rental Assistance department and how it serves the community.

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, June 25, 2024, and Tuesday, July 23, 2024.
(For Possible Action)

15. Public Comment.

- David Tscheckar, Hawk View Manor resident, gave further comment on the moving deadline for Hawk View residents.

16. Adjournment.

Chairman Aiazzi declared the meeting adjourned at 2:17pm.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 2

June 25, 2024

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

FROM: Executive Director

RECOMMENDATION: For Possible Action

- a) Discussion and possible approval of the below listed donations from Board of Commissioner contingency funds.
- Commissioner Aiazzi: \$4,000 to RHA Resident Services Department to support resident services programming, with a priority for ensuring full funding for the Spring Bike Camp.
 - Commissioner Sullivan: \$5,000 to The First Tee Golf Program; \$2,400 to the Food Bank of Northern Nevada; \$2,600 to RHA for the following youth and senior programs:
 - Youth:
 - \$1,000 for Spring Bike Camp
 - \$400 for pop-up canopies
 - \$500 for school incentive program
 - \$500 for Jr. Ski Program
 - Seniors:
 - \$200 to purchase personal shopping carts for the Golden Grocery food pantry.
- b) Discussion and possible approval of a two-month extension, through August 31, 2024, of the month-to-month contract with JF Downey Realty Consulting & Advisory Services, LLC, for a total amount not to exceed \$17,520.00.

Background:

The Board previously approved a two-month extension, through June 30, 2024, of RHA's contract with JF Downey Realty Consulting & Advisory Services, LLC, to provide eviction prevention and related services to residents in Washoe County and those referred by RHA. This extension was authorized to allow time for staff to release a new Request for Proposals (RFP) for eviction prevention and related services since the prior contract did not allow for further renewal.

Due to other unforeseen issues and time needed with several other RHA projects, the release of the RFP was delayed. The RFP is now drafted and undergoing final review. Staff anticipates releasing the RFP in early July and bringing forward the selected organization(s) for Board approval in August. The requested extension will enable RHA to continue to provide this important service to County residents while the RFP process is completed.

The monthly fee was negotiated based on the average cost of service accounting for those applicants that receive full services and those that exit for various reasons. In May, 15 referrals were made to

the Emergency Eviction Prevention Program of Nevada and five (5) cases were successfully closed. Those services included eviction prevention and housing navigation.

Staff Recommendation and Motion:

Staff recommends the Board motion to approve a two-month extension, through August 31, 2024, of the month-to-month contract with JF Downey Realty Consulting & Advisory Services, LLC, for a total amount not to exceed \$17,520.00.

- c) Discussion and possible approval of Resolution 24-06-01 RH authorizing the Executive Director to open and administer bank accounts including the construction account, operating account, security deposit account, replacement reserves account, and/or other accounts as required by Silverada, LLC to support the Silverada Manor rehabilitation project.

Background:

RHA must open new bank accounts to separately account for and administer the funding for the construction and operation of Silverada Manor once it is acquired by Silverada, LLC. Silverada, LLC is the new sole-purpose entity created to own the Low Income Housing Tax Credit (LIHTC) development once it is converted from public housing. The four known required accounts are a construction account, an account for tenant security deposits, an account for replacement reserves, and an operating account. Staff seeks the Board's approval and authorization to create these accounts. These accounts will be created at RHA's current banking institution, Bank of America, and may be transferred if the Board procures different banking services in the future and with the approval of the investor and lender for Silverada, LLC. A Resolution similar in form and content to those previously used by the Board for Willie J. Wynn, previously Sutro Street, is attached for review and reference.

Staff Recommendation and Motion:

Staff recommends the Board motion to approve Resolution 24-06-01 RH as presented.

HOUSING AUTHORITY OF THE CITY OF RENO

RESOLUTION 24-06-01 RH

A RESOLUTION AUTHORIZING THE HOUSING AUTHORITY OF THE CITY OF RENO ("THE AUTHORITY") TO OPEN AND ADMINISTER BANK ACCOUNTS FOR THE PURPOSES OF THE CONSTRUCTION AND OPERATION OF SILVERADA MANOR AND AUTHORIZING THE AUTHORITY'S EXECUTIVE DIRECTOR OR IN HER ABSENCE THE DEPUTY EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS RELATED TO THE CREATION OF THE ACCOUNTS

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

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

WHEREAS, the Authority wishes to rehabilitate and continue to operate the affordable housing project known as Silverada Manor, consisting of one hundred and fifty (150) units located in Reno, Nevada, which provides affordable housing for low-income households located at 1400 Silverada Blvd, Reno, Nevada (the "Project"); and

WHEREAS, the Authority and Brinshore Development LLC, an Illinois limited liability company ("Brinshore"), formed a limited liability company known as Silverada Manager LLC, a Nevada limited liability company ("Silverada Manager"), with the Authority as a co-managing member and Brinshore as a co-managing member; and

WHEREAS, Silverada Manager formed a limited liability company known as Silverada LLC, a Nevada limited liability company ("Silverada"), with Silverada Manager as the managing member; and

WHEREAS, as the managing member of Silverada, Silverada Manager wishes to open and administer four separate banks accounts for the construction of the Project, the operation of the Project, the collection of security deposits for the Project, and the collection of replacement reserves for the Project; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Reno that the Authority is hereby authorized to open and administer four bank accounts for the following purposes;

1. The construction of the Project; and
2. The operation of the Project; and
3. The collection of security deposits for the project; and
4. The collection of replacement reserves for the Project.

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

foregoing resolutions, and the signature of such Executive Director or Deputy Executive Director or any documents of instrument or the performance of any such actions shall be conclusive evidence of such Executive Director and Deputy Executive Director's authority to take such actions or execute such documents or instrument on behalf of the Authority for its own account; and

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

ADOPTED THIS 25th DAY OF June, 2024.

ATTEST

CHAIRMAN

SECRETARY

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 3

June 25, 2024

SUBJECT: Commissioner Reports (Discussion)

FROM: Commissioners

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 4

June 25, 2024

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

FROM: Executive Director

RECOMMENDATION: Discussion

A. Update on Agency Activities

- RHA continues to recruit one board member for each of its new non-profit affiliates. The application and more information are available on RHA's website and has also been distributed by the Nevada Housing Coalition and the Washoe County Continuum of Care. The application deadline has been further extended to July 5, 2024, to allow more time for additional submissions. Commissioners are encouraged to spread the word regarding the vacancies. The goal is to bring a list of applicants for each organization to this body in July for selection and approval.
- RHA's Start Smart Scholars Night is June 26, 2024. The night will honor the five (5) program graduates and award three (3) \$10,000 scholarships to assist RHA youth as they continue their education.
- The Executive Director participated in a panel discussion on Fair Housing and Affordable Housing hosted by the Sierra Nevada Realtors Association on June 18, 2024. The Association invited the Executive Director back in the future to provide further information on RHA's Housing Choice Voucher and other programs.
- Dick Scott Manor's Ribbon Cutting is scheduled for August 9, 2024, at 10 am. Staff is working to finalize the program for this celebratory event. RHA's offices will be closed from 9:30-11:30 am to allow staff to attend.
- RHA is working with KOLO Channel 8 on a donation drive for the future residents of Dick Scott Manor. The donation drive is geared towards small household appliances, toiletries, linens and towels, and other smaller items. The drive runs through June 28, 2024.
- The Katie Grace Foundation and I Got You Foundation have donated furniture and other items to RHA to help furnish the 12 units at Dick Scott Manor. Surplus donations will be stored by RHA and/or used to assist other RHA families.
- The Executive Team continues to work with our partners at the City of Reno to explore ways to maximize affordable housing using Section 108 loans and other resources.
- RHA teamed with Greater Nevada Mortgage to provide an on-site session for staff to learn about the Federal Home Loan Bank of San Francisco's Middle Income Down Payment Assistance Program and how to apply.
- The Leadership Team is working with Washoe County to explore a joint application for AB310 supportive service funds through the Nevada Housing Division.

- The staff is working to complete lobby improvements including increased accessibility features. To install these features, lobby closures may be needed over the upcoming months. Any closures will be posted ahead of time to RHA clients.

B. Rental Assistance Update – 6/25/24 Board Meeting

Voucher Type	Total Voucher Baseline	Vouchers Leased as of 6/1/24	Percent Leased	Vouchers Issued Not Yet Leased
Housing Choice Voucher	2,484	2,208	89%	130
VASH	429	326	76%	50
VASH – pending PBV awards	112	0	0%	0
EHV	125	106	85%	14
FYI	15	8	53%	1

Number HQS Inspections Conducted	May 2024	186
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City of Sparks Eviction Prevention Program

Total Funding Awarded	Total Assistance Approved as of 5/1/24	Number of Households Approved as of 5/1/24	Percent Funding Spent
\$1,455,000	\$1,455,000	303	100%

Housing Choice Vouchers (HCV)

Description: Vouchers used by clients to lease a unit in Washoe County of their choosing. Applicants are pulled from the RHA HCV Waitlist. These vouchers also include Project Based Vouchers. The RHA has chosen to project-base 122 of our HCV's to assist special populations obtain housing. Of the total 122 PBV units, 61 are assigned to RHA-owned properties. Lease-Up Expectations: Although our total voucher allocation is 2554, HUD has set the agency's leasing expectation at 2484 (a.k.a. RHA's MTW Baseline), which is the maximum leasing expectation set by HUD when RHA signed its MTW Contract. Funds provided by HUD to support the HCV program are also used to support the agency's MTW activities and therefore full lease up of all 2554 vouchers is not expected or suggested by HUD.

Veteran's Affairs Supporting Housing Vouchers (VASH)

Description: Vouchers allocated by HUD with an ongoing partnership with the VA to serve homeless veterans. The VA provides case management services to participants. The VA makes direct referrals to RHA of eligible clients and the RHA provides a VASH voucher. Currently, RHA has project-based 143 of these vouchers.

Emergency Housing Vouchers (EHV)

Description: Vouchers allocated by HUD for the specific purpose of assisting homeless individuals or families or those at risk of homelessness in obtaining housing. RHA is

partnering with five local agencies (Catholic Charities, Health Plan of Nevada, Washoe County Human Services-Our Place, Washoe County Housing and Homeless Services-Cares Campus, and Volunteers of America) that have experience providing services to this population. Direct referrals for the program must come from the regional Continuum of Care (CoC) coordinated entry system through the partner agency. Lease-Up Expectations: Although 137 vouchers were originally allocated, 12 vouchers are unable to be re-issued after 9/30/23 and have been removed from the baseline, leaving 125 vouchers.

Foster Youth to Independence Vouchers (FYI)

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

Asset Management

- Maintenance staff have been busy with energizing irrigation systems at the Scattered Site properties and making the necessary repairs found at the Public Housing complexes. They have also been focusing on weed removal and tree/bush trimming at each of the sites. During the month of May, the maintenance team attended an Electrical Hazard Awareness course.
- The Management team continues to work on setting up Rent Café with hopes of going live in June or early July with the scattered site properties. A test was completed using the Teller Scan machines and it was successful. Training for management will be conducted on June 12, 2024, and we expect that staff will be able to immediately use the Teller Scan machines to process checks going forward. This new process will save time on processing checks manually, eliminate the need to deliver the checks to the main office daily, and eliminate having to deposit them with the bank, since the process will be entirely electronic. Management staff also finalized the legal module in Yardi and anticipate using the functionality in July. The legal module will save staff time in creating the Non-Payment of Rent Eviction Notices to upload to our process server and it will properly code tenants so partial payments are not accidentally accepted if the tenant has been served previously with a notice that has not yet expired.
- The Asset Management team has two openings for Assistant Managers as a result of one manager being promoted internally and one retiring. Interviews will be conducted in June in hopes of filling both positions.
- Hawk View residents have been working with HTH and RHA to find units in the Reno area to relocate to. A few residents have already vacated, and we anticipate more residents moving out soon now that the school year has ended.
- The Director of Asset Management attended the PHADA conference in New Orleans and found the sessions very helpful. There was great information shared regarding HOTMA (Housing Opportunity Through Modernization Act) and HIP (Housing Information Portal) changes that will impact every housing authority across the United States. There was also a very informative session around the uses of affiliates and instrumentalities and best practices for agencies that are converting through the various repositioning strategies.

- Public Housing ended the month of April with 102 vacancies for an overall occupancy rate of 86.32% across all sites. In May, thirteen residents vacated their unit, and one unit was leased.

C. Update on Resident Services

Elderly Services

- Senior Farmers Market Coupons from the City of Reno: \$50 coupons were provided to senior residents.
- Golden Groceries: Averaging 50 clients on market days.
- Food Bank of Northern Nevada Produce Truck: Offered twice a month.
- Dementia Class: Provided through Sanford (UNR).
- Arts and Crafts: Conducted with Sierra Arts Foundation and the City of Reno.
- Chair Yoga: Offered by Melisa as part of the Senior Wellness Program.

Youth/Family Activities

- Finalizing Start Smart Event.
- Finalizing Start Smart Incentive Checks.
- Scholarship Committee: Reviewing scholarship applicants.
- Youth identified and ready for Sierra Nevada Journeys, starting in June.

Workforce Development (WFD)

- Time Management Workshop: Conducted through the University of Nevada, Reno.
- New FSS Coordinator: Starting June 3rd.
- Nevada Women's Fund: Honored FSS participant Jasmine Johnson.

Resident Council

- Essex Community Garden: Completed in collaboration with RHA maintenance staff, RHA Resident Services, Essex Council, and Urban Roots.
- Memorial Day Collaboration: Resident Councils from multiple sites organized a BBQ celebration at Silverada, with all residents invited.

D. Update on Public Affairs Activities

Media: traditional and Social

- Start Smart Scholars Night media advisory to send on June 24.
- Worked with KOLO News 8 on multiple occasions to record interviews with Hilary and veterans (soon-to-be residents) at Dick Scott Manor for the ongoing toiletry drive (see more info below); segments regarding the toiletry have aired numerous times and will continue to air until the drive is over, coverage is considered positive.
- Received coverage regarding RHA's acquisition of Paradise Plaza (see previous RHA in the News emails).

- Received coverage on RHA/City of Reno's Fraud Awareness for Seniors Seminar (see RHA in the news email on 6/17).
- JD interviewed with the Tax Credit Advisor Magazine regarding ARPA funds and how they have benefited affordable housing developments in Nevada – story is not out yet.

Start Smart Scholars Night

- Working with resident services on graphic collateral material for Start Smart Scholars Night including programs, presentation, and media advisory.
- Representatives for Senator Cortez-Masto, Senator Jacky Rosen, Congressman Mark Amodei, and Governor Lombardo will be in attendance.

Dick Scott Manor

- Coordinated with KOLO News 8 to host a toiletry drive for DSM residents with a goal of filling all 12 units (June 10-28).
- Continue working with Katie Grace Foundation for furniture/outfitting needs: KGF also helped create a QR code allowing the public to make monetary donations directly to KGF, which is then earmarked for RHA to purchase any furniture KGF cannot supply.
- Working with other community partners for other furniture/outfitting needs including I Got You Reno and Community 4 Veterans.
- Began planning the ribbon cutting event that will take place on August 9 from 10-11 a.m. (invitation to follow soon); reoccurring check-in meetings every week until the event.

E. Update on Development Department Activities

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

F. Update on Information Technology Activities

Yardi Implementation

- Working with Wise Consulting to properly setup Silverada in Yardi as a RAD / Section 18 blend property.
- We have transitioned from our weekly Legal Module calls to the Client Success Team.
- The payment dashboard and CHECKscan trainings have been completed with the Asset Management department, concluding the Payment Processing implementation. Managers are now able to scan checks and clients will have the ability to pay online after signing up for RentCafe.

- The setup of Rent Café Affordable Housing has started back up concluding the completion of Payment Processing. Invitation letters for residents are under revision.
- Internal conversations were had between IT, Admissions, Asset Management, Rental Assistance, and Executive staff to draft updated policies for the Screening Services module. This will allow Yardi to become RHA's primary provider for work number, criminal search, and credit screening.

Laserfiche Implementation

- The scanning team have completed the files for Silverada Manor and Yorkshire Terrace. They have transitioned to scanning the files for Willie J. Wynn.

Other Projects

- The IT and Development teams are collaborating with 295 Cabling to finalize the Mineral Manor board room renovations. This project encompasses the installation of a mounted projector, an electric projector screen, a webcam, speakers, and microphones, all of which will be controllable from a central hub.

G. Update on MTW Activities

HUD Standard Metrics Working Group

- RHA's MTW Coordinator is part of a work group reviewing each of the standard metrics required by HUD for the initial 39 MTW agencies. The work group, comprised of eight MTW agencies and the MTW Collaborative Program Director, has been working with HUD to not only remove the required HUD standard metrics but also recommend a set of new metrics with the overarching goals of decreasing administrative burden, ensuring a clear connection to the statutory objectives, and effectively communicating the MTW narrative. Recommendations made by the work group were recently submitted to HUD and PD&R for review.

TDC Waivers Discussion

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

Direct Rental Assistance

- Following the MTW Conference in April, RHA's MTW Coordinator reached out to HUD regarding discussions surrounding Direct Rental/Cash Assistance. As an MTW agency, RHA staff have been exploring ways to offer something similar in our community and what could be learned through a comprehensive study. RHA will now be participating in a monthly meeting hosted by HUD which is intended to facilitate coordination and learning among stakeholders interested in direct rental assistance pilots from across the country.

FY 2024 Annual MTW Report

- Preparation for RHA's Annual MTW Report to HUD has begun with data being pulled on all activities approved by HUD and implemented by RHA. To date, detailed information has been pulled for families paying minimum rent, those undergoing triennial recertifications, and households receiving RHA's standardized utility allowances in the HCV program. Additional data has been pulled on households eligible for RHA's standardized medical deductions, those who paid full contract rent throughout the fiscal year and on rent reasonableness determinations due to contract rent increase requests from participating HCV landlords. Detailed demographic information on all public housing and rental assistance households is also being pulled. All data will be finalized after June 30 with the final report due to HUD by September 30.
- Surveys continue to trickle in from current and prior Mobility Demonstration participants. Survey results and internal data on Mobility Demonstration households including income, family composition, and employment status will be sent to Rebecca J. Walter, PhD at the University of Washington (UW). This data is being used by UW to evaluate the overall progress of these families and the program.

H. Update on Legal Inquiries

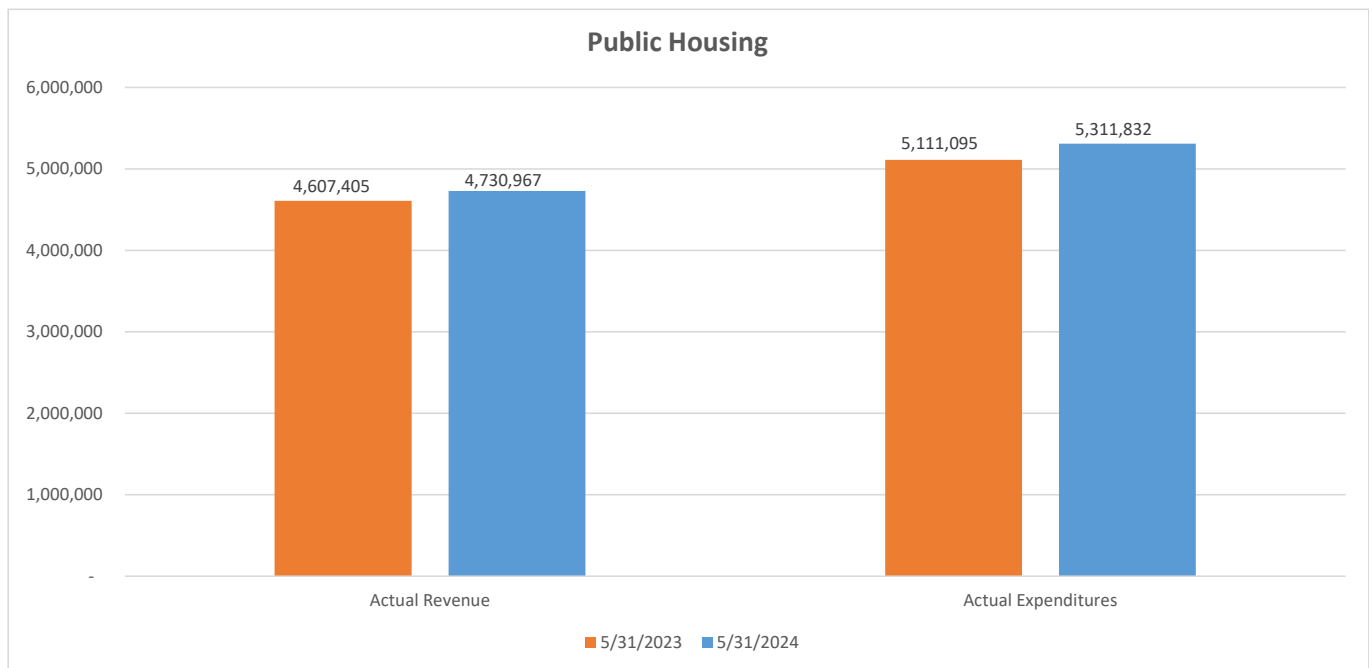
No legal updates.

I. Financials

See attached graphics.

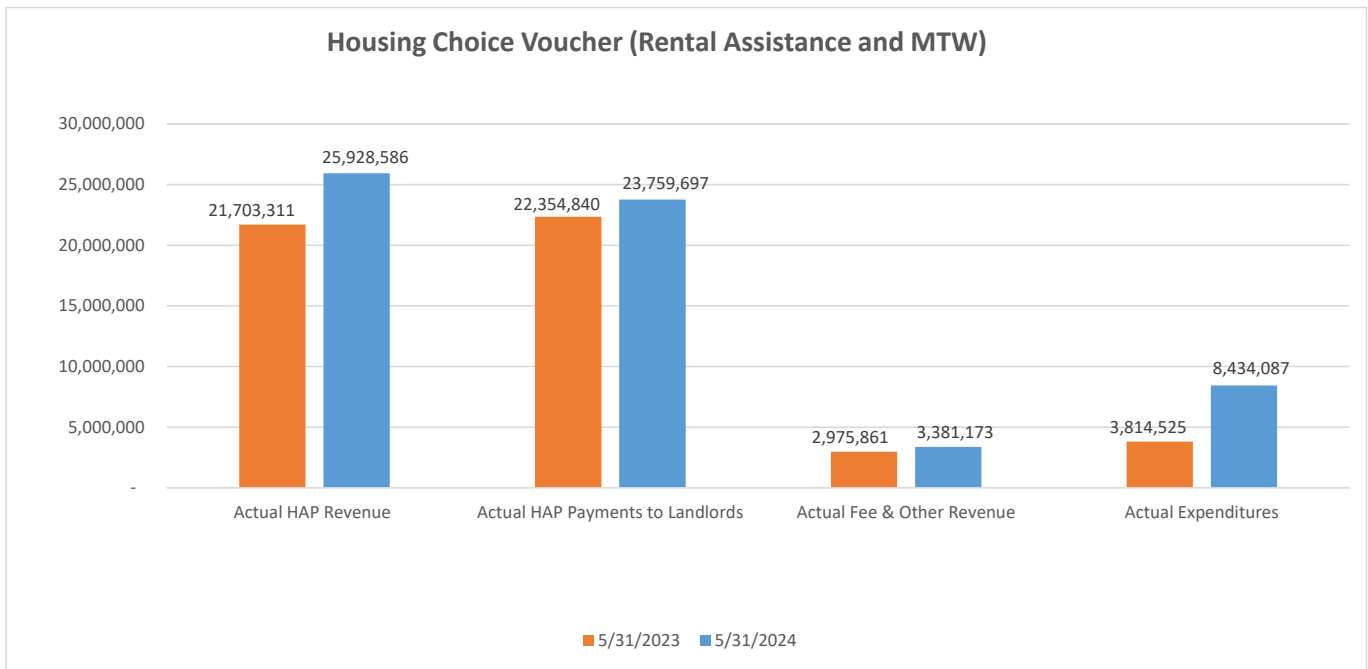
ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2024

Public Housing	5/31/2024	5/31/2023	Variance	Variance Percentage
Actual Revenue	4,730,967	4,607,405	123,562	2.68%
Budgeted Revenue	4,844,014	4,279,769	564,245	13.18%
Actual Expenditures	5,311,832	5,111,095	200,737	3.93%
Budgeted Expenditures	6,061,543	5,211,891	849,652	16.30%
Actual Surplus (deficit)	(580,865)	(503,690)	(77,175)	15.32%



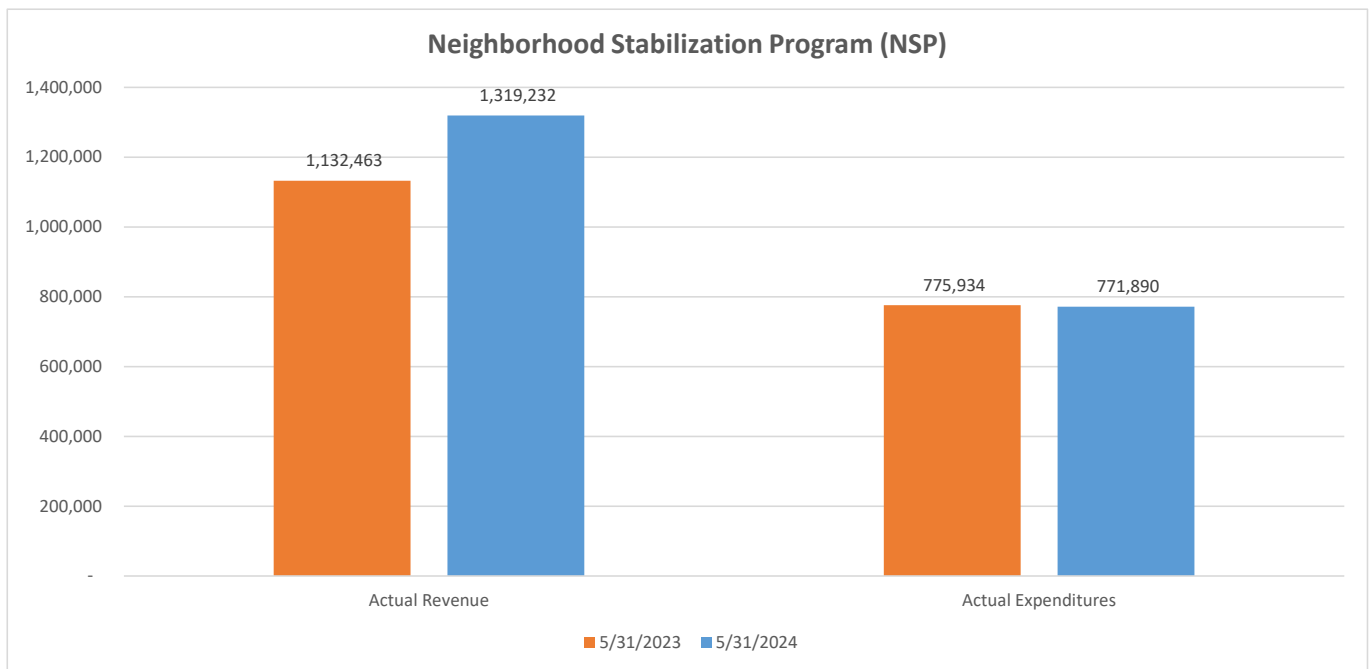
ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2024

Housing Choice Voucher (Rental Assistance and MTW)	5/31/2024	5/31/2023	Variance	Variance Percentage
Actual HAP Revenue	25,928,586	21,703,311	4,225,275	19.47%
Budgeted HAP Revenue	25,620,986	23,459,887	2,161,099	9.21%
Actual HAP Payments to Landlords	23,759,697	22,354,840	1,404,857	6.28%
Budgeted HAP Payments to Landlords	22,637,954	23,122,840	(484,886)	-2.10%
<i>HAP Surplus (Deficit)</i>	<i>2,168,889</i>	<i>(651,529)</i>	2,820,418	0.00%
Actual Fee & Other Revenue	3,381,173	2,975,861	405,312	13.62%
Budgeted Fee & Other Revenue	2,751,634	2,449,877	301,757	12.32%
Actual Expenditures	8,434,087	3,814,525	4,619,562	121.10%
Budgeted Expenditures	4,792,942	3,111,233	1,681,709	54.05%
<i>Unrestricted Profit (Loss)</i>	<i>(5,052,914)</i>	<i>(838,664)</i>	(4,214,250)	502.50%
Actual Surplus (deficit)	(2,884,025)	(1,490,193)	(1,393,832)	93.53%



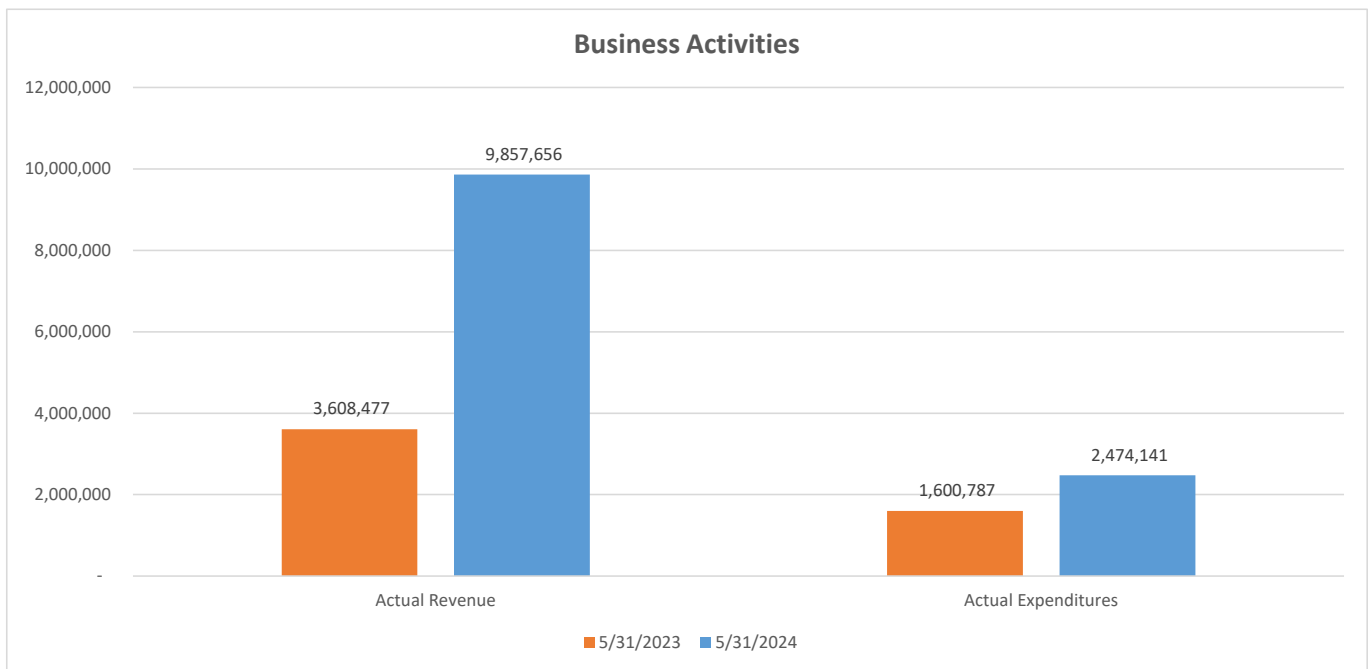
ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2024

Neighborhood Stabilization Program (NSP)	5/31/2024	5/31/2023	Variance	Variance Percentage
Actual Revenue	1,319,232	1,132,463	186,769	16.49%
Budgeted Revenue	1,294,414	1,094,688	199,726	18.25%
Actual Expenditures	771,890	775,934	(4,044)	-0.52%
Budgeted Expenditures	769,987	630,438	139,549	22.14%
Actual Restricted Surplus (deficit)	547,342	356,529	190,813	53.52%



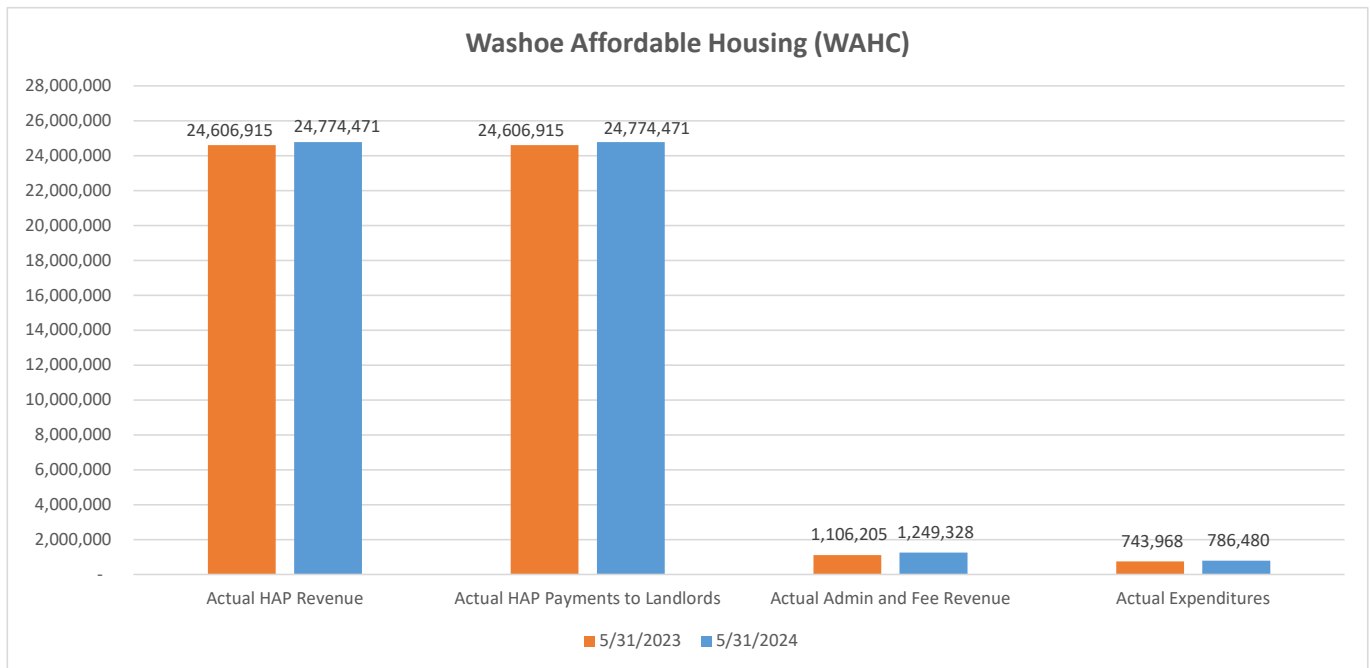
**ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2024**

Business Activities	5/31/2024	5/31/2023	Variance	Variance Percentage
Actual Revenue	9,857,656	3,608,477	6,249,180	173.18%
Budgeted Revenue	3,635,434	3,756,022	(120,588)	-3.21%
Actual Expenditures	2,474,141	1,600,787	873,354	54.56%
Budgeted Expenditures	1,551,990	1,577,669	(25,679)	-1.63%
Actual Unrestricted Surplus (deficit)	7,383,516	2,007,690	5,375,826	267.76%



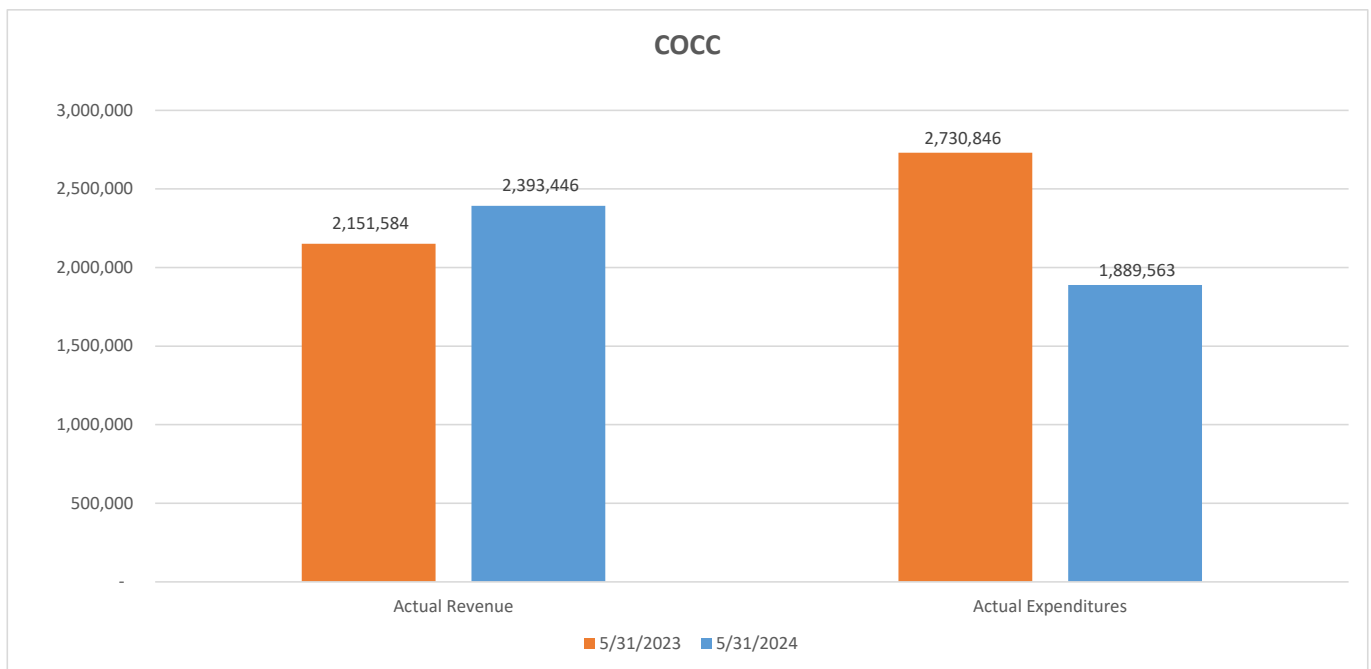
ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2024

Washoe Affordable Housing (WAHC)	5/31/2024	5/31/2023	Variance	Variance Percentage
Actual HAP Revenue	24,774,471	24,606,915	167,555	0.68%
Budgeted HAP Revenue	24,581,231	23,592,516	988,715	4.19%
Actual HAP Payments to Landlords	24,774,471	24,606,915	167,555	0.68%
Budgeted HAP Payments to Landlords	24,581,231	23,592,516	988,715	4.19%
<i>HAP Surplus (Deficit)</i>	-	-	-	0.00%
Actual Admin and Fee Revenue	1,249,328	1,106,205	143,123	12.94%
Budgeted Admin and Fee Revenue	945,277	946,930	(1,654)	-0.17%
Actual Expenditures	786,480	743,968	42,512	5.71%
Budgeted Expenditures	726,355	648,595	77,760	11.99%
<i>Unrestricted Profit (Loss)</i>	<i>462,848</i>	<i>362,237</i>	100,611	27.77%
Actual Surplus (deficit)	462,848	362,237	100,611	27.77%



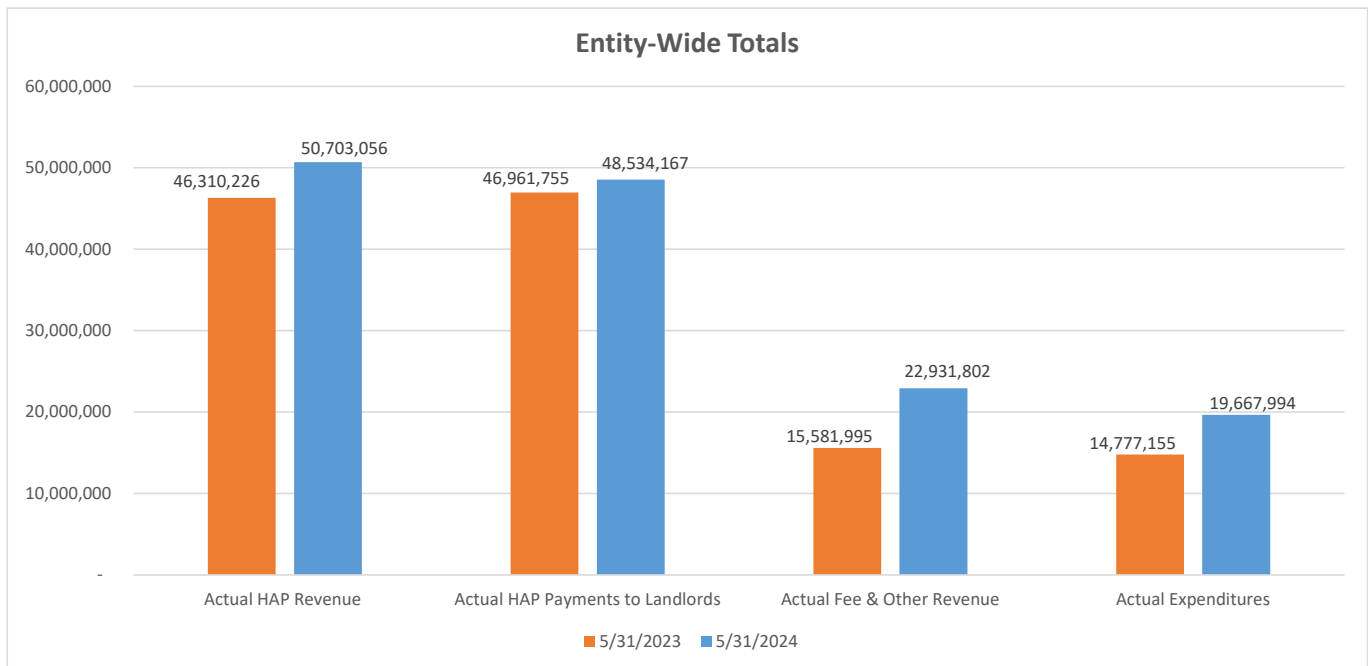
ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2024

COCC	5/31/2024	5/31/2023	Variance	Variance Percentage
Actual Revenue	2,393,446	2,151,584	241,862	11.24%
Budgeted Revenue	2,005,574	2,183,858	(178,283)	-8.16%
Actual Expenditures	1,889,563	2,730,846	(841,282)	-30.81%
Budgeted Expenditures	2,848,389	3,554,562	(706,173)	-19.87%
Actual Unrestricted Surplus (deficit)	503,883	(579,262)	1,083,144	-186.99%



ENTITY-WIDE FINANCIAL REPORT
FOR THE 11 MONTHS ENDED MAY 31, 2024

Entity-Wide Totals	5/31/2024	5/31/2023	Variance	Variance Percentage
Actual HAP Revenue	50,703,056	46,310,226	4,392,830	9.49%
Budgeted HAP Revenue	50,202,217	47,052,403	3,149,814	6.69%
Actual HAP Payments to Landlords	48,534,167	46,961,755	1,572,412	3.35%
Budgeted HAP Payments to Landlords	47,219,185	46,715,356	503,829	1.08%
<i>HAP Surplus (Deficit)</i>	<i>2,168,889</i>	<i>(651,529)</i>	<i>2,820,418</i>	<i>-432.89%</i>
Actual Fee & Other Revenue	22,931,802	15,581,995	7,349,807	47.17%
Budgeted Fee & Other Revenue	15,476,347	14,711,143	765,204	5.20%
Actual Expenditures	19,667,994	14,777,155	4,890,838	33.10%
Budgeted Expenditures	16,751,206	14,734,388	2,016,818	13.69%
<i>Unrestricted Profit (Loss)</i>	<i>3,263,808</i>	<i>804,840</i>	<i>2,458,968</i>	<i>305.52%</i>
Actual Surplus (deficit)	5,432,698	153,311	5,279,387	3443.58%



RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 5

June 25, 2024

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

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

Since 2017, Washoe Affordable Housing Corporation (WAHC) has received State of Nevada Affordable Housing Trust Fund monies from the Nevada Housing Division (NHD) for the Homeless Prevention Program (HPP). HPP has provided emergency rental assistance to eligible households throughout Washoe County since its inception. In July 2023, WAHC received a significantly larger grant award than in previous years, over \$200,000 versus \$75,000. This allowed staff to consider expanding the program to serve more Washoe County residents by targeting these funds to those with the greatest need. In November 2023, RHA's Board of Commissioners approved transferring the HPP from WAHC to RHA to better align with each organizations' mission and workload. Since that time, RHA staff have been meeting with community partners including the City of Reno, Washoe County, the City of Sparks as well as regional Continuum of Care partners to determine the highest needs of the community and attempt to reduce duplication of services. In June 2024, RHA applied for additional funding from NHD to continue, and possibly further expand, the program in FY25.

The partner meetings identified that the greatest observed need at this time is for homeless seniors, either those receiving Social Security benefits or pending an award of Social Security benefits, who are on a waiting list for income-based housing. These seniors end up staying in a shelter for up to two years while waiting for income-based housing because their income doesn't support market-rate units, and the extended shelter stays negatively impact their physical and mental well-being and jeopardize their long-term success once placed in income-based housing.

In response, staff designed the Short-Term Tenant-Based Rental Assistance program, which would provide homeless seniors whose only source of income is from Social Security or who are pending an award of Social Security benefits, with up to two years of rental assistance while they wait to be approved for long-term income-based housing. Applications for this program would come directly from designated community partners whose scope of services includes homeless services. RHA anticipates approximately 60 percent (60%) of current and/or future program funding will be used to support this program.

Staff also evaluated the existing Motel Assistance program to include assisting households exiting homelessness who have identified a long-term housing unit, but where that unit will not be ready for occupancy for up to 30 days. This assistance will allow the household to shorten their shelter stay, thereby increasing their chance of success in the long-term housing unit they have selected.

Applications for this program will come directly from designated community partners. RHA anticipates using ten percent (10%) of funding to support this program which is estimated to serve roughly 30 households through FY25 if the additional funds requested are received. If the funds are not received, approximately ten households could be assisted.

In reviewing the current HPP, staff determined that the existing Relocation Assistance program, which provides moving and security deposit assistance to households who have experienced an increase to their contract rent of more than 10% over the last 180 days was rarely utilized, with the last assistance being provided in 2018. The services were also considered cumbersome to administer by WAHC staff. Based on this information, RHA staff believes the limited funding available for the programs would be better utilized through Short-Term Tenant-Based Rental Assistance, Motel Assistance, and Emergency Rental Assistance programs. As such, staff proposes removing Relocation Assistance from the HPP Administrative Plan. Security deposit assistance is still available through the City of Reno program.

Staff also evaluated the existing Emergency Rental Assistance program, which provides up to two months of assistance to households facing an emergency situation who have received an eviction notice due to non-payment of their rent or a utility shut-off notice. As part of the assistance provided, RHA makes a referral to Opportunity Alliance for the household to receive financial guidance. RHA anticipates approximately 24 percent (24%) of current and/or future program funding will be used to support this program.

RHA would also continue to allocate six percent (6%) of funds to support administrative costs.

Based on the above information, staff is proposing to make the following changes to the Administrative Plan for the Homeless Prevention Program, related to the transition from administration by WAHC to Reno Housing Authority (RHA) and the application for renewed funding with Nevada Housing Division:

- Staff updated references throughout the document from WAHC to RHA.
- Staff updated the program descriptions to include and clarify the existing Emergency Rental Assistance and Motel Assistance programs, added the Short-Term Tenant-Based Rental Assistance program, and removed the Relocation Assistance program. (Section 1.3)
- Staff updated the program-specific eligibility requirements, removing references to a COVID-19 related loss in the Emergency Rental Assistance program, adding requirements for the Motel Assistance and Short-Term Tenant-Based Rental Assistance programs, and removing references to the requirements for the Relocation Assistance program. (Section 2.1.5)
- Staff removed references to application preferences. (Section 3.2)
- Staff updated the procedures for accepting applications among the three programs and specified the amount of assistance that will be provided. (Section 3.4 and 4.1)
- Staff clarified the application documentation requirements for proof of identity, residency, income, assets, and program-specific eligibility. (Section 4.2)
- Staff updated the income guidelines from HUD Handbook 4350.3 REV-1 to 24 CFR 5.609. (Section 4.2.2.3 and Appendix 1)
 - Based on the change from WAHC, which falls under Multifamily guidance, to RHA's Rental Assistance Department, which falls under the program guidance in 24 CFR.

- Staff added the ability to utilize third-party oral verification of applicant data. (Section 4.3.1.2)
 - Use of third-party oral verification is allowed by HUD as part of the verification hierarchy. Including it in the Administrative Plan will allow staff to verify data more quickly when third-party written documentation is not available or unclear.
- Staff moved the sections on Supplying Required Information and Referrals for Financial Guidance from Chapter 6 to Chapter 4. (Section 4.4)
- Staff updated the policies on determining the amount of assistance that will be provided and the approval process to include Motel Assistance and Short-Term Tenant-Based Rental Assistance and removed references to Relocation Assistance. (Section 5.2 and 5.3)
- Staff deleted the Chapter on Family Obligations. (Chapter 6)
- Staff removed the Family Obligations form. (Appendix 3)

These changes conform with the program parameters allowed by the Nevada Housing Division but are subject to their ultimate approval. Staff believe the proposed changes will better align HPP with community needs and help maximize resources throughout Washoe County by minimizing duplication of services. Given this, staff recommends the Board of Commissioners approve the updates to the HPP.

Staff Recommendation and Motion:

Staff recommends the Board of Commissioners motion to approve the updates to the Homeless Prevention Program Administrative Plan as presented.

EXHIBIT 240602-A

ADMINISTRATIVE PLAN
FOR THE HOMELESS PREVENTION PROGRAM

Resolution 24-06-02 adopted June 25, 2024 to be effective July 1, 2024

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1. OVERVIEW, OBJECTIVES AND PROGRAM DESCRIPTIONS

1.1. OVERVIEW

The Homeless Prevention Program was created by Washoe Affordable Housing Corporation (WAHC) in June 2017 and transferred to the Reno Housing Authority (RHA) effective June 1, 2024. RHA applies annually for funds from the Nevada Housing Division's (NHD) Account for Affordable Housing Trust Funds. RHA may also seek other funding sources in the future to support this program.

Administration of this program will comply with all federal, state and local housing laws and fair housing regulations.

1.2. OBJECTIVE

The objective of RHA's Homeless Prevention Program is to prevent homelessness arising from emergencies that temporarily jeopardize a family or individual's ability to pay rent or utilities and to shorten the shelter stays of homeless individuals who have either identified a long-term housing unit that will be ready for occupancy within 30 days or who are on a waiting list for long-term income-based housing, thereby increasing their chance of long-term success and housing stability. The number of households served is limited by the funding available from RHA's reserves and the annual application for funds through the NHD. The jurisdiction for this program is Washoe County.

The Homeless Prevention Program allocates resources to preventing homelessness so that families do not have to experience shelters or live on the streets. It also helps minimize public resources dedicated to the homeless population within Washoe County.

1.3. PROGRAM DESCRIPTIONS

The Homeless Prevention Program has the following features:

1.3.1. Emergency Rental Assistance

1.3.1.1. Eligible households facing an emergency situation, as defined in Appendix 1, that have received an eviction notice for non-payment of rent or due to a utility shut-off may receive one-time assistance to pay the unpaid rent or utility bills to resolve the eviction or utility shut-off situation.

1.3.1.1.1. The payment is made directly to the landlord or utility company.

1.3.2. Motel Assistance

1.3.2.1. Eligible households exiting homelessness who have identified a suitable long-term housing unit but where the unit is not yet ready, may receive assistance to pay for a motel for up to 30 days while the unit becomes available.

1.3.2.1.1. The payment is made directly to the landlord.

1.3.3. Short-Term Tenant-Based Rental Assistance

1.3.3.1. Eligible households experiencing homelessness whose only income is Social Security or who are pending approval for Social Security benefits, may be provided short-term tenant-based rental assistance for up to two (2) years to ensure their portion of the rent is 30% of their adjusted income while long-term income-based housing is secured.

1.3.3.1.1. The payment is made directly to the landlord.

1.4. NONDISCRIMINATION AND REASONABLE ACCOMMODATIONS

1.4.1. Federal regulations prohibit discrimination because of race, color, sex, religion, familial status, age, disability or national origin.

1.4.1.1. If an applicant or participant believes that any family member has been discriminated

against by RHA or an owner, the family should advise RHA.

- 1.4.2. A person with a disability may require special accommodations in order to have equal access to the program. If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, the family must explain what type of accommodation is needed to provide the person with the disability full access to the program. If the need for the accommodation is not readily apparent, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship between the accommodation and the disability.
- 1.4.2.1. The definition of disability for the purpose of reasonable accommodation is different than the definition used for admission. The Fair Housing definition used for this purpose is: “A person who has a physical or mental impairment that substantially limits one or more major life activity, has a record of such impairment, or is regarded as having such impairment.”
- 1.4.2.1.1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic skin; and endocrine.
- 1.4.2.1.2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- 1.4.2.1.3. “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.
- 1.4.2.2. RHA will provide the applicant or participant with the necessary forms to be completed with RHA staff. RHA staff will send the Reasonable Accommodation forms directly to a professional third party, of the applicant or participants choosing, who is competent to make the assessment and provide written verification that the individual needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program. The professional third party provider must return the completed Reasonable Accommodation forms directly to RHA for final review by the Director of Rental Assistance or designated staff. In the case where the professional third party provider fails to respond, a second request for verification may be made of a different provider of the applicant or participants choosing.
- 1.4.2.3. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible. The requested accommodation will not violate or release applicant/participant from any family obligation under the program.

2. CONDITIONS GOVERNING ELIGIBILITY

2.1. ELIGIBILITY FOR ASSISTANCE

To be eligible for financial assistance through the Homeless Prevention Program, applicants must meet the following criteria and provide acceptable documentation of each criterion, as outlined in Section 4.2:

- 2.1.1. Must reside in Washoe County at the time of application. Must verify they have lived in Nevada for the past two years.
- 2.1.2. Have annual income that does not exceed the HUD determined low-income limits (60% of Area Median Income) set forth in Appendix 2.
- 2.1.3. Must not have combined assets with a current cash value exceeding the equivalent of three months of rent at the household's current unit, or have ownership interest in a suitable dwelling unit which they have a legal right to reside in.
- 2.1.4. Citizenship Status: At least one household member must be a U.S. citizen or national or non-citizen with an eligible immigration status as defined in 24 CFR 5.508 (see Appendix 1, "Eligible Immigration Status").
- 2.1.5. Must meet one of the following program-specific criteria:
 - 2.1.5.1. Emergency Rental Assistance: Facing eviction or utility shut-off for non-payment as a result of an emergency situation, as defined in Appendix 1, which occurred in the last 90 days, that has associated costs exceeding one month of rent at the household's current unit.
 - 2.1.5.2. Motel Assistance: Exiting homelessness with a suitable long-term housing unit identified but that is not currently available to move-in and household is able to secure a motel unit in the interim.
 - 2.1.5.2.1. The new unit must be available for occupancy within 30 days (as verified by the landlord/property manager) and must be located within Washoe County.
 - 2.1.5.3. Short-Term Tenant-Based Rental Assistance: Experiencing homelessness with only household income from Social Security or who are pending approval for Social Security benefits, and are on a waiting list for long-term income-based housing assistance.
- 2.1.6. Must not have received assistance from WAHC/RHA's Homeless Prevention Program within three years preceding the date of application or have been denied for assistance within 90 days preceding the date of application.

3. APPLICATION PROCEDURE

3.1. SELECTION

3.1.1. Eligible households will be selected according to the date and time applications were received.

3.2. PREFERENCE

3.2.1. No preferences will be given beyond the date and time the application was received.

3.3. APPLICANT WITHDRAWAL

3.3.1. An applicant may, at any time, request their application to be withdrawn should they no longer require the assistance. Withdrawn applicants are not considered denied, and therefore can reapply with no time restriction for future assistance.

3.4. FUNDING

3.4.1. Emergency Rental Assistance Program

3.4.1.1. RHA will accept applications until the 10th of each month, or until sufficient applications have been received to utilize 1/12th of the awarded funding for this activity for the year; whichever is sooner. A waiting list will not be maintained and those wishing to apply after the deadline will need to wait until the following month.

3.4.1.2. RHA will provide up to 2 months of total eligible rent and fees. Eligible rent includes the rent documented in the lease verified by the landlord and/or property manager.

3.4.2. Motel Assistance Program

3.4.2.1. RHA will accept direct referrals for this assistance from designated community partners. Referrals will be accepted until the funding allocated for this activity has been depleted.

3.4.2.2. RHA will provide up to 30 days of total eligible rent and fees. Eligible rent includes the rent documented in the lease or summary of charges verified by the landlord and/or property manager.

3.4.3. Short-Term Tenant-Based Rental Assistance Program

3.4.3.1. RHA will accept direct referrals for this assistance from designated community partners whose scope of services includes homeless services. Referrals will be accepted until the funding allocated for this activity has been depleted.

3.4.3.2. RHA will provide up to two (2) years of total eligible rent and fees. Eligible rent includes the rent documented in the lease verified by the landlord and/or property manager.

4. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant households for the purpose of determining whether they meet the conditions of eligibility for assistance set forth in Section 2.

4.1. ESTABLISHING APPLICANTS

4.1.1. Receipt of Applications

4.1.1.1. *Emergency Rental Assistance Program.* Any household wishing to apply will be given the opportunity to complete an application. Applications will be accepted until the 10th of each month or until sufficient applications have been received to utilize 1/12th of the awarded funding for this activity for the year; whichever is sooner. A waiting list will not be maintained and those wishing to apply after the deadline will need to wait until the following month.

4.1.1.2. *Motel Assistance.* RHA will accept direct referrals for this assistance from designated community partners. Referrals will be accepted until the funding allocated for this activity has been depleted.

4.1.1.3. *Short-Term Tenant-Based Rental Assistance.* RHA will accept direct referrals for this assistance from designated community partners whose scope of services includes homeless services. Referrals will be accepted until the funding for this activity has been depleted.

4.1.2. Applications will be mailed or emailed to interested households upon request. Applications are available on RHA's website and can be submitted via email. Applications are also available to be picked up from the office.

4.1.3. Applicants must submit the application and all supporting documentation to RHA either by email, fax or in the office drop box. RHA does not accept walk-in appointments.

4.1.4. The application process will involve two phases. The first phase results in the household's completion of the application and submitting all required documentation. The second phase is determining eligibility through review of supporting documents.

4.2. PROCEDURE GOVERNING RECEIPT OF APPLICATIONS

4.2.1. The application constitutes the basic record of each household applying for assistance, as well as the required supporting documentation to verify eligibility. Each applicant, therefore, will be required to supply information as called for on the Application and sign the application, attesting to the accuracy of the data provided. Each application will reflect the date and time received. The application and all other materials relating to the household's eligibility are to be maintained in an active file for each applicant not classified as denied or withdrawn.

4.2.2. Applicants will contact RHA to return the completed application. Applicants must submit the following additional documentation along with their application in order to determine eligibility for assistance:

4.2.2.1. *Proof of Identity.* In order to prevent program abuse, RHA will require applicants to furnish verification of legal identity for all household members.

4.2.2.1.1. Applicants must provide a current picture ID for all adult members of the household. This may include a DMV-issued driver's license or identification card, or other state or federally issued picture identification card.

4.2.2.2. *Proof of Residency.* RHA will require applicants to furnish verification of Washoe County Residency.

4.2.2.2.1. If the picture ID provided for proof of Identity does not list a Washoe County address, the applicant must provide other proof of residency, such as a lease

agreement, utility bill, or postal verification.

4.2.2.2.2. Applicant must verify they have lived in Nevada for the last 2 years.

4.2.2.2.2.1. Documentation may include (but is not limited to) leases, bank statements, paycheck stubs, IDs, official mail, vehicle registration, etc. which shows a date of at least 2 years prior to the application.

4.2.2.2.2.2. For applicants exiting homelessness who do not have any of the above documentation, a Self Certification co-signed by a Case Manager, shelter staff, or referring partner will be accepted.

4.2.2.3.*Income.* Proof of applicant's current income is needed. Current is defined as the most recent 6 weeks of paycheck stubs for employment or the current year's award letter for benefits such as Social Security, pension, welfare cash assistance, etc. RHA will determine income based on the guidelines in 24 CFR 5.609.

4.2.2.4.*Assets.* Verification of all household assets is needed. Households may self-certify assets up to \$50,000. For assets exceeding \$50,000, the household will be required to provide three (3) consecutive months of statements for all accounts.

4.2.2.5.*Proof of Program-Specific Eligibility.*

4.2.2.5.1. *Emergency Rental Assistance.*

4.2.2.5.1.1. Proof of an emergency situation that is preventing the applicant from being able to pay their unpaid rent and/or utility bills. Applicant must provide:

- Proof of medical event, job loss, death in the family, accident, or other emergency in the last 90 days, that includes decrease of income, or medical bills that have caused expenses over one month rent amount; AND
- Proof of costs associated with the emergency demonstrating the costs exceed one month of rent at the family's current unit.

4.2.2.5.1.2. Proof of pending eviction or utility shut-off.

- Eviction notice showing the cause is for non-payment of rent and the amount of rent due; OR
- Notice from utility provider showing utilities will be or have been shut off due to non-payment and the amount due.

4.2.2.5.2. *Motel Assistance.*

4.2.2.5.2.1. Proof of acceptance in a long-term housing unit within Washoe County and the date it will be available for occupancy, which must be within 30 days and verified by the landlord/property manager.

4.2.2.5.3. *Short-Term Tenant-Based Rental Assistance.*

4.2.2.5.3.1. Proof of active status on a waiting list for long-term income-based housing within Washoe County.

4.2.2.5.3.2. Proof of household's only income source from Social Security OR proof of pending application for Social Security benefits.

4.2.3.Applicant Interview. The applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The interviewer will review the application with answers supplied by the applicant. All adult members must sign the General Release of Information Form, and any other

documents required by RHA. Failure to do so will be cause for denial of the application.

- 4.2.4. If RHA determines at or after the review of the application that additional information or document(s) are needed, RHA will request the document(s) or information in writing. The household will be given ten (10) calendar days to supply the information. If the information is not supplied in this time, RHA will provide the household a notification of denial for assistance.

4.2.4.1. RHA may, at its discretion, grant an additional ten (10) calendar days for the applicant to supply the required information if RHA determines the reason the applicant has been unsuccessful is beyond their control.

- 4.2.5. If, during the application review, it appears that the applicant is not eligible, the applicant is to be so informed in writing as to the reasons for ineligibility. The application will then be classified as denied. A copy of the denial letter will be attached to the application.

- 4.2.6. After receipt of initial application, changes affecting applicant information will be recorded. Such changes are to be dated and the reason and authority for such changes noted in the record.

- 4.2.7. The applicant may make an appeal of a determination of denial, in writing, within 10 calendar days of the notification of denial. The appeal will be considered by the Director of Rental Assistance or designated staff. A decision will be made within 10 calendar days of receiving the written appeal. Once the appeal has been decided the applicant will either be approved or denied. Any decision is final. If denied, the applicant must wait 90 days to apply again.

4.3. VERIFICATION AND DOCUMENTATION OF APPLICANT DATA

To assure that the data upon which determinations of eligibility, priority status, and amount of assistance to be paid are full, true and complete, the information submitted by each applicant/participant is to be verified.

- 4.3.1. Methods of Verification. The applicant is responsible for providing all verification of residency, income, assets, proof of emergency situation, housing crisis, and citizenship. RHA will only make independent attempts to verify information if it is beyond the applicants control to obtain the information. Should the applicant fail to provide acceptable verification, as outlined below, the application will be denied. RHA will independently verify the owner/management agent to whom the assistance or security deposit will be paid.

4.3.1.1. *Written Third Party Verification* – An original or authentic document generated by a third party source dated within the 120-day period preceding RHA’s request date. All documents will be photocopied and retained in the applicant/participant file. In cases where documents are viewed which cannot be photocopied, staff viewing the documents will complete a certification statement for the file. RHA will accept faxed or emailed documents.

4.3.1.1.1. RHA may reject a document for the following reasons:

4.3.1.1.1.1. The document is not original.

4.3.1.1.1.2. The original document has been altered, mutilated, or is not legible.

4.3.1.1.1.3. The document does not appear to be authentic.

4.3.1.1.2. If a document is rejected, the staff member will do the following:

4.3.1.1.2.1. Get concurrence from the Director of Rental Assistance or designated staff.

4.3.1.1.2.2. Place a copy of the document in the file.

4.3.1.1.2.3. Note on the document the reason why the document is being rejected.

4.3.1.2. *Third-Party Oral* – Oral third-party verifications may be used when written third-party is

not possible. When third-party oral verification is used, staff will be required to originate the call and note with whom they spoke, the date of the conversation, and the facts provided. Third-party oral may be used to clarify information provided on the third-party written.

4.3.1.3.*Certification/Self-Declaration* – When verification cannot be made by the above verification methods, households will be required to submit a self-certification.

4.4. SUPPLYING REQUIRED INFORMATION

4.4.1. The household must supply any information that RHA determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status.

“Information” includes any requested certification, release, or other documentation.

4.4.2. All information supplied by the household must be true and complete.

4.5. SUMMARY OF VERIFICATION DATA

4.5.1. Verification data is to be reviewed and evaluated as received for completeness, accuracy and conclusiveness. Where the information received is not complete in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If, during the verification process, it becomes evident that for one or more reasons an applicant is ineligible, the investigation is to be discontinued and the applicant notified in writing of his/her ineligibility, and the reasons therefore.

4.5.2. As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared on a Certification Form attached to the application. The summary is to cover the following determinations and the basis for such:

4.5.2.1. Eligibility of the applicant as a family

4.6. NOTIFICATION TO APPLICANTS

4.6.1. If determined to be ineligible for assistance, the applicant is to be informed in writing of the determination. The reasons for the determination will be included in the written notification.

4.6.2. Applicants are required to inform RHA of changes in address or phone number. Applicants are also required to respond to requests from RHA to update information on their application and to determine their continued interest in assistance.

4.7. REFERRAL FOR FINANCIAL GUIDANCE

4.7.1. All applicants, regardless of approval or denial, will be referred to Opportunity Alliance for financial guidance.

4.8. CERTIFICATION

As a part of the application record of each household determined to be eligible for assistance, a designated staff member is to complete and sign the eligibility certification.

5. ASSISTANCE AMOUNT DETERMINATION AND APPROVAL PROCESS

The accurate determination of the proper amount of assistance to be paid will ensure that RHA is efficiently utilizing its resources. This section defines how the amount of assistance will be determined. An applicant may only receive one of the benefits offered through this program. At no point may an applicant receive multiple types of assistance (Emergency Rental Assistance, Motel Assistance, and Short-Term Tenant-Based Rental Assistance) during a two-year period.

5.1. EMERGENCY RENTAL ASSISTANCE

- 5.1.1. For households eligible under criteria 2.1.5.1, RHA will provide a one-time payment to pay unpaid rent or utility bills to prevent eviction or utility shut-off. The payment will be made directly to the landlord or utility provider. The amount paid is determined by the amount owed up to the month they receive the notice (two month maximum).
- 5.1.2. The applicant must be able to provide an eviction notice or utility notice demonstrating the amount of rent or utilities that is due and the due date. RHA may attempt to independently verify the information on the provided documentation, including the amount owed, if it has reason to question the authenticity of the document.
 - 5.1.2.1. If unpaid rent, the applicant must also provide the contact information for the landlord.
 - 5.1.2.2. If the amounts owed are unpaid utilities, the applicant must provide their account number and contact information for the billing department of the utility provider, if this is not contained on the utility notice.
- 5.1.3. RHA will verify the payee is the management agent or owner of the unit by searching records through the Washoe County Assessor's Office, or by requesting documentation directly from the payee that may include a management agreement, title, or deed. The assistance will not be paid until RHA can verify the payee is the management agent or owner of the unit.
- 5.1.4. RHA will make every effort to issue the assistance payment to the payee on or before the eviction date or utility shut-off date. If there are pending verification items, or if the payee's identity cannot be verified prior to the eviction or shut-off date, but payment will still resolve the eviction or utility issue, RHA will issue payment within 3 business days of verifying the payee or final information.
- 5.1.5. RHA will mail the check to the payee, or upon request, the check may be picked up with corresponding photo identification at the RHA main office.

5.2. MOTEL ASSISTANCE

- 5.2.1. For households eligible under criteria 2.1.5.2, RHA will provide up to 30 days of rent payment for a motel unit to allow the household's long-term housing unit to become available for occupancy. The payment will be made directly to the landlord. The amount paid is determined by the lease or summary of charges, verified by the landlord and/or property manager (up to the 30-day maximum).
- 5.2.2. The applicant must be able to provide documentation of their acceptance at a long-term housing unit and the date the unit will be available for occupancy. RHA may attempt to independently verify the information on the provided documentation if it has reason to question the authenticity of the document.
 - 5.2.2.1. If the long-term housing unit is not available for occupancy within 30 days, the household must have proof that they have additional assistance to cover the gap; otherwise, the application will be denied.
- 5.2.3. RHA will verify the payee is the management agent or owner of the unit by searching records through the Washoe County Assessor's Office, or by requesting documentation directly from the payee that may include a management agreement, title, or deed. The assistance will not be paid until RHA can verify the payee is the management agent or owner of the unit.
- 5.2.4. RHA will mail the check to the payee, or upon request, the check may be picked up with corresponding photo identification at the RHA main office.

5.3. SHORT-TERM TENANT-BASED RENTAL ASSISTANCE

- 5.3.1. For households eligible under criteria 2.1.5.3, RHA will provide up to two (2) years of rent payments to allow the household's pending application for long-term income-based housing assistance to be processed. The payment will be made monthly and paid directly to the landlord. The amount paid is determined by the lease, verified by the landlord and/or property manager.
- 5.3.1.1. Prior to approval, the unit that will receive the short-term tenant-based rental assistance will need to pass inspection following HUD's current protocols with exceptions approved by Nevada Housing Division.
- 5.3.2. The applicant must be able to provide documentation of their active status on a waiting list for long-term income-based housing assistance. RHA may attempt to independently verify the information on the provided documentation if it has reason to question the authenticity of the document.
- 5.3.2.1. If at any point during the two-year assistance period the household is determined to be ineligible for the long-term income-based housing assistance they had applied for, their short-term tenant-based rental assistance will end effective on the last day of the month, 30 days after the denial for long-term income-based rental assistance.
- 5.3.3. RHA will verify the payee is the management agent or owner of the unit by searching records through the Washoe County Assessor's Office, or by requesting documentation directly from the payee that may include a management agreement, title, or deed. The assistance will not be paid until RHA can verify the payee is the management agent or owner of the unit.
- 5.3.4. RHA will mail the check to the payee, or upon request, the check may be picked up with corresponding photo identification at the RHA main office.

6. USE OF PROGRAM RECEIPTS

6.1. PROGRAM RECEIPTS

RHA shall use program receipts to provide homeless prevention assistance for eligible households. Program receipts may only be used to pay program expenditures.

6.2. PROGRAM EXPENDITURES

RHA shall reserve the right to utilize up to 6% of program receipts for administrative expenditures.

APPENDIX 1 - DEFINITION OF TERMS

ANNUAL INCOME. All amounts, monetary or not, which:

- a. Go to, or on behalf of, the family head or to any other family member; or
- b. Are anticipated to be received from a source outside the family during the 12-month period following approval for assistance; and
- c. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

APPLICANT. For the purposes of this document, the term "applicant" includes the head of household, spouse, all dependents, and all other adult members of the household and their dependents.

DISABLED FAMILY. A household with a household member who is a person with disabilities. It may include two or more persons with disabilities living together.

DISABLED PERSON. "Disabled Person" means a person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, or who is handicapped as defined in this Part. Section 223 of the Social Security Act defines "disability" as:

- a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months; or
- b. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time. Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, defines "disability" as: a disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health, Education and Welfare) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

ELDERLY FAMILY. A household with a household member who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY. A household which qualifies as a Low-Income Family and which meets the other requirements of this Administrative Plan. The term "Family" includes Elderly, Disabled Person, or a single person.

ELIGIBLE IMMIGRATION STATUS. 24 CFR 5, Subpart E.

- a. Restrictions on assistance. Financial assistance under this program is restricted to:

Citizens; or

Noncitizens who have eligible immigration status in one of the following categories:

A noncitizen lawfully admitted for permanent residents, as defined by Section 101(a)(30) of the Immigration and Nationality Act (INA)(8 U.S.C. 1101 (a)(20) and 1101 (a)(15), respectively) (immigrants). (This category includes a noncitizen admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161) who has been granted lawful temporary resident status);

A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);

A noncitizen who is lawfully present in the United States pursuant to an admission under Section 207 of the

INA (8 U.S.C. 1157) (refugee status); pursuant to the grant of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1153 (a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons deemed strictly in the public interest under Section 212 (d)(5) (parole status);

A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or

A noncitizen lawfully admitted for temporary or permanent residence under Section 245 A of the INA (8 U.S.C. 1255(a) amnesty granted under INA 245 A).

b. Family eligibility for assistance.

A family shall be eligible for assistance so long as at least one member of the family residing in the unit is determined to have eligible status, as described in paragraph (a) of this section;

EMERGENCY SITUATION. An event including a medical event, job loss, death in the family, accident, or other emergency that has affected a household member within the last 90 days, and whose associated costs or expenses exceed one month of rent at the household's current unit.

FAMILY (HOUSEHOLD). "Family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- a. A single person, who may be an elderly person, displaced, person, disabled person, near-elderly person or any other single person; or
- b. A group of persons residing together, and such group includes, but is not limited to:
 - i. Households with or without children;
 - ii. An elderly family;
 - iii. A disabled family and;
 - iv. A minor who has been awarded a decree of emancipation by a competent court having jurisdiction over said minor.

Also included in the Family for purposes of determining the amount of relocation assistance may be:

- a. Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. (There will be a self-certification required of households who claim joint custody or temporary guardianship.)
- b. Other persons who will live regularly as part of the Family group, including foster children and members of the Family temporarily absent, and whose income and resources are available for use in meeting the living expenses of the group.
- c. Lodgers may not be included in the Family.

INCOME. The types of money which are to be used as income for purposes of calculating the family's income are defined by HUD in federal regulations. See 24 CFR 5.609.

INCOME LIMITS. The maximum annual income a household may have to be eligible for assistance as determined by HUD (Appendix 2).

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LEASE. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a household.

LOW-INCOME FAMILY. A household whose income does not exceed 60 percent of the median household income

for the area, as determined by HUD with adjustments for smaller and larger households (Appendix 2, Income Limits)

NET FAMILY ASSETS. Value of equity in savings, checking, direct express, IRA and Keogh accounts, real property, stocks, bonds and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

OWNER. Any person or entity, including a cooperative, having the legal right to lease or sub-lease a dwelling unit.

SECURITY DEPOSIT. The amount the owner/manager collects from the tenant at the date of lease up, as outlined in the lease agreement for protecting the landlord from damages, unpaid rent, or if the tenant breaks or violates the terms of the lease or rental agreement.

UNPAID RENT. Rent owed to the landlord resulting from the failure of the tenant to pay their portion of the rent through the end of the month.

UTILITIES. Includes electricity, gas, water, sewer or trash collection.

APPENDIX 2 - INCOME LIMITS

# Persons	30% AMI (Extremely Low-Income)	50% AMI (Very Low-Income)	60% AMI (Low-Income)
1	\$21,250	\$35,450	\$42,540
2	\$24,300	\$40,500	\$48,600
3	\$27,350	\$45,550	\$54,660
4	\$30,350	\$50,600	\$60,720
5	\$32,800	\$54,650	\$65,580
6	\$35,250	\$58,700	\$70,440
7	\$37,650	\$62,720	\$75,300
8	\$40,100	\$66,800	\$80,160

<https://www.hudexchange.info/programs/home/home-income-limits/>

HOUSING AUTHORITY OF THE CITY OF RENO
2024

June/July 1,

EXHIBIT 240602-A
ADMINISTRATIVE PLAN
FOR THE HOMELESS PREVENTION PROGRAM

Style Definition: TOC 1

B. Board approval Resolution 24-06-02 adopted November 28, 2023 June 25, 2024 to be effective June/July 1, 2024

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1. OVERVIEW, OBJECTIVES AND PROGRAM DESCRIPTIONS

1.1. OVERVIEW

The Homeless Prevention Program was created by Washoe Affordable Housing Corporation (WAHC) in June 2017 and transferred to the Reno Housing Authority (RHA) effective June 1, 2024. RHA ~~self-funds the program through program income from other organizational activities, and~~ applies annually for ~~matching~~ funds from the Nevada Housing Division's (NHD) Account for Affordable Housing Trust Funds. RHA may also seek other funding sources in the future to support this program.

Administration of this program will comply with all federal, state and local housing laws and fair housing regulations.

1.2. OBJECTIVE

The objective of RHA's Homeless Prevention Program is to prevent homelessness arising from emergencies that temporarily jeopardize a family or individual's ability to pay rent or utilities ~~and to provide relocation assistance to individuals or families whose rent has become unaffordable and to shorten the shelter stays of homeless individuals who have either identified a long-term housing unit that will be ready for occupancy within 30 days or who are on a waiting list for long-term income-based housing, thereby increasing their chance of long-term success and housing stability.~~ The number of households served is limited by the funding available from RHA's reserves and the annual application for funds through the NHD. The jurisdiction for this program is Washoe County.

The Homeless Prevention Program allocates resources to preventing homelessness so that families do not have to experience shelters or live on the streets. It also helps minimize public resources dedicated to the homeless population within Washoe County.

1.3. PROGRAM DESCRIPTIONS

The Homeless Prevention Program has the following features:

1.3.1. ~~The Homeless Prevention Program has the following features:~~ Emergency Rental Assistance

1.3.1.1. Eligible households facing an emergency situation, as defined in Appendix 1, that have received an eviction notice for non-payment of rent or due to a utility shut-off may receive one-time assistance to pay the unpaid rent or utility bills to resolve the eviction or utility shut-off situation.

1.3.1.1.1. The payment is made directly to the landlord or utility company.

1.3.2. Motel Assistance

1.3.2.1. Eligible households exiting homelessness who have identified a suitable long-term housing unit but where the unit is not yet ready, may receive assistance to pay for a motel for up to 30 days while the unit becomes available.

1.3.2.1.1. The payment is made directly to the landlord.

1.3.3. Short-Term Tenant-Based Rental Assistance

1.3.3.1. Eligible households experiencing homelessness whose only income is Social Security or who are pending approval for Social Security benefits, may be provided short-term tenant-based rental assistance for up to two (2) years to ensure their portion of the rent is 30% of their adjusted income while long-term income-based housing is secured.

1.3.3.1.1. The payment is made directly to the landlord.

1.3.3.1.2. Eligible households whose rent has increased by at least 10% within the last 180 days, compared to 12 months prior to the increase, may receive relocation assistance.

~~comprised of moving expenses and security deposit, in order to facilitate their move to a more affordable housing arrangement.~~

~~1.3.1.2.1. The security deposit is paid directly to the landlord and will be refundable to RHA upon move-out.~~

~~1.3.1.2.2. The amount of moving expenses provided is determined by the number of individuals in the household, as detailed in Section 5.2. The moving expenses are provided directly to the family.~~

1.4. NONDISCRIMINATION AND REASONABLE ACCOMMODATIONS

1.4.1. Federal regulations prohibit discrimination because of race, color, sex, religion, familial status, age, disability or national origin.

1.4.1.1. If an applicant or participant believes that any family member has been discriminated against by RHA or an owner, the family should advise RHA.

1.4.2. A person with a disability may require special accommodations in order to have equal access to the program. If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, the family must explain what type of accommodation is needed to provide the person with the disability full access to the program. If the need for the accommodation is not readily apparent, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship between the accommodation and the disability.

1.4.2.1. The definition of disability for the purpose of reasonable accommodation is different than the definition used for admission. The Fair Housing definition used for this purpose is: "A person who has a physical or mental impairment that substantially limits one or more major life activity, has a record of such impairment, or is regarded as having such impairment."

1.4.2.1.1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic skin; and endocrine.

1.4.2.1.2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

1.4.2.1.3. "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.

1.4.2.2. RHA will provide the applicant or participant with the necessary forms to be completed with RHA staff. RHA staff will send the Reasonable Accommodation forms directly to a professional third party, of the applicant or participants choosing, who is competent to make the assessment and provide written verification that the individual needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program. The professional third party provider must return the completed Reasonable Accommodation forms directly to RHA for final review by the Director of Rental Assistance or designated staff. In the case where the professional third party provider fails to respond, a second request for verification may be made of a different provider of the applicant or participants choosing.

- 1.4.2.3. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible. The requested accommodation will not violate or release applicant/participant from any family obligation under the program.

2. CONDITIONS GOVERNING ELIGIBILITY

2.1. ELIGIBILITY FOR ASSISTANCE

To be eligible for financial assistance through the Homeless Prevention Program, applicants must meet the following criteria and provide acceptable documentation of each criterion, as outlined in Section 4.2:

- 2.1.1. Must reside in Washoe County at the time of application. Must verify they have lived in Nevada for the past two years. ~~For households receiving relocation assistance, the new unit must also be located in Washoe County.~~
- 2.1.2. Have annual income that does not exceed the HUD determined low-income limits (60% of Area Median Income) set forth in Appendix 2.
- 2.1.3. Must not have combined assets with a current cash value exceeding the equivalent of three months of rent at the household's current unit, or have ownership interest in a suitable dwelling unit which they have a legal right to reside in.
- 2.1.4. Citizenship Status: At least one household member must be a U.S. citizen or national or non-citizen with an eligible immigration status as defined in 24 CFR 5.508 (see Appendix 1, "Eligible Immigration Status").
- 2.1.5. Must meet one of the following ~~two program-specific~~ criteria:
 - 2.1.5.1. Emergency Rental Assistance: Facing eviction or utility shut-off for non-payment as a result of an emergency situation, as defined in Appendix 1, which occurred in the last 90 days, that has associated costs exceeding one month of rent at the household's current unit ~~or, was a COVID-19 related loss that includes decrease of income, increase of medical bills and not allowed the eviction due to state eviction moratorium that started in April 2020 or;~~
 - 2.1.5.2. Motel Assistance: ~~Exiting homelessness with a suitable long-term housing unit identified but that is not currently available to move-in and household is able to secure a motel unit in the interim.~~
 - 2.1.5.2.1. The new unit must be available for occupancy within 30 days (as verified by the landlord/property manager) and must be located within Washoe County.
 - 2.1.5.3. Short-Term Tenant-Based Rental Assistance: ~~Experiencing homelessness with only household income from Social Security or who are pending approval for Social Security benefits, and are on a waiting list for long-term income-based housing assistance.~~
 - 2.1.5.2. ~~Rent in the household's current unit has increased by at least 10% in the last 180 days, compared with the 12 months prior to the notice of increase.~~
- 2.1.6. Must not have received assistance from WAHC/RHA's Homeless Prevention Program within three years preceding the date of application or have been denied for assistance within 90 days preceding the date of application.

3. APPLICATION PROCEDURE

3.1. SELECTION

- 3.1.1. Eligible households will be selected ~~on the basis of~~ according to preference and the date and time ~~sequence of applications among eligible households were received.~~

3.2. PREFERENCE

- 3.2.1. ~~Households with at least one member who is over the age of 62 or disabled must be given a preference over households without a member meeting this criterion. In the event of two or more eligible applicants having identical preference status, the date and time will govern selection with the applicant who files earliest being offered the assistance first. No preferences will be given beyond the date and time the application was received.~~

3.3. APPLICANT WITHDRAWAL

- 3.3.1. An applicant may, at any time, request their application to be withdrawn should they no longer require the assistance. Withdrawn applicants are not considered denied, and therefore can reapply with no time restriction for future assistance.

3.4. FUNDING

3.4.1. Emergency Rental Assistance Program

3.4.1.1. RHA will accept ~~applicants applications~~ until the 10th of each month, or until ~~8 sufficient~~ applications have been received to utilize 1/12th of the awarded funding ~~for this activity~~ for the year; whichever is sooner. ~~A waiting list will not be maintained and those wishing to apply after the deadline will need to wait until the following month.~~

3.4.1.2. RHA will provide up to 2 months of total eligible rent and fees. Eligible rent includes the rent documented in the lease verified by the landlord and/or property manager.

3.4.2. Motel Assistance Program

3.4.2.1. RHA will accept direct referrals for this assistance from designated community partners. Referrals will be accepted until the funding allocated for this activity has been depleted.

3.4.2.2. RHA will provide up to 30 days of total eligible rent and fees. Eligible rent includes the rent documented in the lease or summary of charges verified by the landlord and/or property manager.

3.4.3. Short-Term Tenant-Based Rental Assistance Program

3.4.3.1. RHA will accept direct referrals for this assistance from designated community partners whose scope of services includes homeless services. Referrals will be accepted until the funding allocated for this activity has been depleted.

~~3.4.1.1-3.4.3.2.~~ 3.4.3.2. RHA will provide up to two (2) years of total eligible rent and fees. Eligible rent includes the rent documented in the lease verified by the landlord and/or property manager.

4. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant households for the purpose of ~~(1)~~ determining whether they meet the conditions of eligibility for assistance set forth in Section 2, ~~and (2) applying any applicable preference contained in Section 3.~~

4.1. ESTABLISHING APPLICANTS

4.1.1. Receipt of Applications

4.1.1.1. Emergency Rental Assistance Program. Any household wishing to apply ~~for homeless prevention assistance from RHA~~ will be given the opportunity to complete an application. Applications will be accepted until the 10th of each month or until sufficient applications have been received to utilize 1/12th of the awarded funding for this activity for the year, whichever is sooner. A waiting list will not be maintained and those wishing to apply after the deadline will need to wait until the following month.

4.1.1.2. Motel Assistance. RHA will accept direct referrals for this assistance from designated community partners. Referrals will be accepted until the funding allocated for this activity has been depleted.

~~4.1.1.1.4.1.1.3.~~ 4.1.1.3. Short-Term Tenant-Based Rental Assistance. RHA will accept direct referrals for this assistance from designated community partners whose scope of services includes homeless services. Referrals will be accepted until the funding for this activity has been depleted.

4.1.2. Applications will be mailed or emailed to interested households upon request. Applications are available on RHA's website and can be submitted via email. Applications are also available to be picked up from ~~outside~~ the office.

4.1.3. Applicants must submit the application and all supporting documentation to RHA either by email, fax or in the office drop box. RHA does not accept walk-in appointments.

4.1.4. The application process will involve two phases. The first phase results in the household's completion of the application and submitting all required documentation. The second phase is determining eligibility through review of supporting documents.

4.2. PROCEDURE GOVERNING RECEIPT OF APPLICATIONS

4.2.1. The application constitutes the basic record of each household applying for assistance, as well as the required supporting documentation to verify eligibility. Each applicant, therefore, will be required to supply information as called for on the Application ~~for Homeless Prevention form~~ and sign the application, attesting to the accuracy of the data provided. Each application will reflect the date and time received. The application and all other materials relating to the household's eligibility are to be maintained in an active file for each applicant not classified as denied or withdrawn.

4.2.2. Applicants will contact RHA to return the completed application. Applicants must submit the following additional documentation along with their application in order to determine eligibility for assistance:

4.2.2.1. Proof of Identity/Residency. In order to prevent program abuse, RHA will require applicants to furnish verification of legal identity ~~and Washoe County residency~~ for all household members.

4.2.2.1.1. Applicants must provide a current picture ID for all adult members of the household. This may include a DMV-issued driver's license or identification card, or other state or federally issued picture identification card.

4.2.2.2 Proof of Residency. ~~There are two separate proofs of identity for each member of the household, each of which is detailed below:~~ RHA will require applicants to furnish verification of Washoe County Residency.

4.2.2.2.1. If the picture ID provided for proof of Identity does not list a Washoe County address, the applicant must provide other proof of residency, such as a lease agreement, utility bill, or postal verification.

4.2.2.2.2. Applicant must verify they have lived in Nevada for the last 2 years.

4.2.2.2.2.1. Documentation may include (but is not limited to) leases, bank statements, paycheck stubs, IDs, official mail, vehicle registration, etc. which shows a date of at least 2 years prior to the application.

~~4.2.2.1.1.1~~ 4.2.2.2.2.2. For applicants exiting homelessness who do not have any of the above documentation, a Self Certification co-signed by a Case Manager, shelter staff, or referring partner will be accepted.

Applicants must provide a current picture identification. A current Department of Motor Vehicle issued driver's license or identification card, or other state or federally issued picture identification card for all adult members of the household. If the picture identification does not list a Washoe County address, the applicant must provide other proof of residency, such as a lease agreement, utility bill, or postal verification. Applicant must also verify they have lived in Nevada for the last 2 years per Nevada Housing Division.

For all minors on the application *for relocation assistance only*, ONE of the following must be provided:

A government issued birth certificate

OR a confirmation of birth

OR a Social Security birth information printout

OR current or recently expired passport (within the last six months from interview date) OR a valid Certificate of Naturalization

OR a valid Permanent Resident Alien Card

4.2.2.2. Applicants will also be required to provide the following documents prior to the application being processed for verification. See Paragraph 4.3 for details on verification methods.

4.2.2.3. Income. Proof of applicant's current income is needed. Applicant must provide: Current is defined as the most recent 6 weeks of paycheck stubs for employment or the current year's award letter for benefits such as Social Security, pension, welfare cash assistance, etc. RHA will determine income based on the guidelines in 24 CFR 5.609.

Most current 4-6 paycheck stubs

Current award letter from Social Security Administration

Current award letter showing pension or retirement amount

Current award letter showing unemployment benefits

Current award letter showing welfare cash assistance

Current verification of child support

Other current income

4.2.2.4. Assets. Verification of all household assets is needed. The applicant must provide: Households may self-certify assets up to \$50,000. For assets exceeding \$50,000, the household will be required to provide three (3) consecutive months of statements for all accounts.

~~4.2.2.4.1.2.5.~~ 4.2.2.5. Proof of Program-Specific Eligibility.

~~The most recent bank statement for all checking accounts. The applicant may be required to supply three consecutive months of statements upon request from RHA should it be required to determine eligibility.~~

~~The most recent bank statement for all savings accounts. The applicant may be required to supply three consecutive months of statements upon request from RHA should it be required to determine eligibility.~~

~~A printout of funds for a direct express account.~~

~~Certificates of deposit documentation~~

~~Stock or bonds documentation~~

~~Real estate or property documentation~~

~~Retirement account documentation~~

~~4.2.2.5.1.~~ 4.2.2.5.1. Emergency Situation Rental Assistance. ~~For the emergency assistance payment, p~~

~~4.2.2.4.1.1.4.2.2.5.1.1.~~ 4.2.2.5.1.1. Proof of an emergency situation that is preventing the applicant from being able to pay their unpaid rent and/or utility bills.
Applicant must provide:

- ~~Proof of medical event, job loss, death in the family, accident, or other emergency in the last 90 days, that includes decrease of income, or medical bills that have caused expenses over one month rent amount, AND.~~
- ~~Proof of costs associated with the emergency demonstrating the costs exceed one month of rent at the family's current unit.~~

~~4.2.2.4.1.2.4.2.2.5.1.2.~~ 4.2.2.5.1.2. Housing Crisis. ~~For the emergency assistance payment, p~~

~~proof of pending eviction or utility shut-off.~~

- ~~Eviction notice showing the cause is for non-payment of rent and the amount of rent due, OR~~
- ~~Notice from utility provider showing utilities will be or have been shut off due to non-payment and the amount due.~~

~~4.2.2.5.2.~~ 4.2.2.5.2. Motel Assistance.

~~4.2.2.5.2.1.~~ 4.2.2.5.2.1. Proof of acceptance in a long-term housing unit within Washoe County and the date it will be available for occupancy, which must be within 30 days and verified by the landlord/property manager.

~~4.2.2.5.3.~~ 4.2.2.5.3. Short-Term Tenant-Based Rental Assistance.

~~4.2.2.5.3.1.~~ 4.2.2.5.3.1. Proof of active status on a waiting list for long-term income-based housing within Washoe County.

~~4.2.2.5.3.2.~~ 4.2.2.5.3.2. Proof of household's only income source from Social Security OR proof of pending application for Social Security benefits.

~~4.2.2.4.2.~~ 4.2.2.4.2. Rent Increase. ~~For relocation assistance, proof of the rent in the current unit being increased by at least 10% within 180 days, as compared to 12 months prior to the increase.~~

~~Notice from landlord showing old rent and new rent.
Lease agreement.~~

4.2.3. Applicant Interview. The applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The interviewer will review the application with answers supplied by the applicant. All adult members must sign the General Release of Information Form, and any other documents required by RHA. Failure to do so will be cause for denial of the application. ~~Applicants must provide proof of any preferences claimed.~~

4.2.4. If RHA determines at or after the review of the application that additional information or document(s) are needed, RHA will request the document(s) or information in writing. The household will be given ten (10) calendar days to supply the information. If the information is not supplied in this time, RHA will provide the household a notification of denial for assistance.

4.2.4.1. RHA may, at its discretion, grant an additional ten (10) calendar days for the applicant to supply the required information if RHA determines the reason the applicant has been unsuccessful is beyond their control.

4.2.5. If, during the application review, it appears that the applicant is not eligible, the applicant is to be so informed in writing as to the reasons for ineligibility. The application will then be classified as denied. A copy of the denial letter will be attached to the application.

4.2.6. After receipt of initial application, changes affecting applicant information will be recorded. Such changes are to be dated and the reason and authority for such changes noted in the record.

4.2.7. The applicant may make an appeal of a determination of denial, in writing, within 10 calendar days of the notification of denial. The appeal will be considered by the Director of Rental Assistance or designated staff. A decision will be made within 10 calendar days of receiving the written appeal. Once the appeal has been decided the applicant will either be approved or denied. Any decision is final. If denied, the applicant must wait 90 days to apply again.

4.3. VERIFICATION AND DOCUMENTATION OF APPLICANT DATA

To assure that the data upon which determinations of eligibility, priority status, and amount of assistance to be paid are full, true and complete, the information submitted by each applicant/participant is to be verified.

4.3.1. Methods of Verification. The applicant is responsible for providing all verification of residency, income, assets, proof of emergency situation, housing crisis, ~~rent increase~~, and citizenship. RHA will only make independent attempts to verify information if it is beyond the applicants control to obtain the information. Should the applicant fail to provide acceptable verification, as outlined below, the application will be denied. RHA will independently verify the owner/management agent to whom the assistance or security deposit will be paid.

4.3.1.1. *Written Third Party Verification* –An original or authentic document generated by a third party source dated within the 120-day period preceding RHA's request date. All documents will be photocopied and retained in the applicant/participant file. In cases where documents are viewed which cannot be photocopied, staff viewing the documents will complete a certification statement for the file. RHA will accept faxed or emailed documents.

4.3.1.1.1. RHA may reject a document for the following reasons:

4.3.1.1.1.1. The document is not original.

4.3.1.1.1.2. The original document has been altered, mutilated, or is not legible.

4.3.1.1.1.3. The document does not appear to be authentic.

4.3.1.1.2. If a document is rejected, the staff member will do the following:

- 4.3.1.1.2.1. Get concurrence from the Director of Rental Assistance or designated staff.
- 4.3.1.1.2.2. Place a copy of the document in the file.
- 4.3.1.1.2.3. Note on the document the reason why the document is being rejected.

4.3.1.2. Third-Party Oral – Oral third-party verifications may be used when written third-party is not possible. When third-party oral verification is used, staff will be required to originate the call and note with whom they spoke, the date of the conversation, and the facts provided. Third-party oral may be used to clarify information provided on the third-party written.

4.3.1.2.4. 4.3.1.3. Certification/Self-Declaration – When verification cannot be made by the above verification methods, households will be required to submit a self-certification.

4.3.2. Documentation Required – Complete and accurate verification records consisting of, but not limited to, the following are to be received at the applicant interview and maintained thereafter:

4.3.2.1. All income, including:

- Employment Income
- Social Security, Pensions, Supplementary Security Income (SSI), Disability Income
- Unemployment Compensation
- Welfare Payments
- Alimony or Child Support Payments
- Net Income from a Business
- Child Care Business
- Income from Assets
- Savings Account Interest Income and Dividends
- Interest Income from Mortgages or Similar Arrangements
- Net Rental Income from Property Owned by household
- Household Assets
- RHA will determine income based on guidelines in Chapter 5 of the HUD Handbook 4350.3 REV 1, CHG 4.

4.3.2.2. Current assets:

- Checking Accounts
- Savings Accounts
- Certificates of deposit
- Stock or bonds
- Real estate or property
- Retirement accounts
- RHA will determine assets based on guidelines in Chapter 5 of the HUD

Handbook 4350.3 REV-1, CHG-4

4.3.2.3. Legal Identity

4.3.2.4. "Preference" status: Any preferences being claimed must be verified/documented. If a claimed preference cannot be documented/verified, the preference will be removed from the application.

4.3.2.4.1. The picture identification provided to establish identity will be accepted as proof of age to receive the elderly preference.

4.3.2.4.2. Proof of disability may include receipt of Social Security Disability benefits, letter on a medical professional's letterhead, or letter from a Vocational Rehabilitation Agency.

4.4. SUPPLYING REQUIRED INFORMATION

4.4.1. The household must supply any information that RHA determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release, or other documentation.

4.4.2. All information supplied by the household must be true and complete.

4.4.5. SUMMARY OF VERIFICATION DATA

4.4.1.4.5.1. Verification data is to be reviewed and evaluated as received for completeness, accuracy and conclusiveness. Where the information received is not complete in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If, during the verification process, it becomes evident that for one or more reasons an applicant is ineligible, the investigation is to be discontinued and the applicant notified in writing of his/her ineligibility, and the reasons therefore.

4.4.2.4.5.2. As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared on a Certification Form attached to the application. The summary is to cover the following determinations and the basis for such:

4.4.2.1.4.5.2.1. Eligibility of the applicant as a family

4.4.2.2. Preference and priority status, if any, of the family

4.5.4.6. NOTIFICATION TO APPLICANTS

4.5.1.4.6.1. If determined to be ineligible for assistance, the applicant is to be informed in writing of the determination. The reasons for the determination will be included in the written notification.

4.5.2.4.6.2. Applicants are required to inform RHA of changes in address or phone number. Applicants are also required to respond to requests from RHA to update information on their application and to determine their continued interest in assistance.

4.7. REFERRAL FOR FINANCIAL GUIDANCE

4.7.1. All applicants, regardless of approval or denial, will be referred to Opportunity Alliance for financial guidance.

4.6.4.8. CERTIFICATION

As a part of the application record of each household determined to be eligible for assistance, a designated staff member is to complete and sign the eligibility certification.

5. ASSISTANCE AMOUNT DETERMINATION AND APPROVAL PROCESS

The accurate determination of the proper amount of assistance to be paid will ensure that RHA is efficiently utilizing its resources. This section defines how the amount of assistance will be determined. An applicant may only receive one of the ~~two~~ benefits offered through this program. At no point may an applicant receive ~~both multiple~~ types of assistance (Emergency ~~Rental Assistance~~, ~~Payment and Relocation Assistance~~ ~~Motel Assistance~~, and ~~Short-Term Tenant-Based Rental Assistance~~) during a two-year period.

5.1. EMERGENCY ~~RENTAL ASSISTANCE~~ ~~PAYMENT~~

- 5.1.1. For households eligible under criteria 2.1.5.1, RHA will provide a one-time payment to pay unpaid rent or utility bills to prevent eviction or utility shut-off. The payment will be made directly to the landlord or utility provider. The amount paid is determined by the amount owed up to the month they receive the notice (two month maximum).
- 5.1.2. The applicant must be able to provide an eviction notice or utility notice demonstrating the amount of rent or utilities that is due and the due date. RHA may attempt to independently verify the information on the provided documentation, including the amount owed, if it has reason to question the authenticity of the document.
 - 5.1.2.1. If unpaid rent, the applicant must also provide the contact information for the landlord.
 - 5.1.2.2. If the amounts owed are unpaid utilities, the applicant must provide their account number and contact information for the billing department of the utility provider, if this is not contained on the utility notice.
- 5.1.3. RHA will verify the payee is the management agent or owner of the unit by searching records through the Washoe County Assessor's Office, or by requesting documentation directly from the payee that may include a management agreement, title, or deed. The assistance will not be paid until RHA can verify the payee is the management agent or owner of the unit.
- 5.1.4. RHA will make every effort to issue the assistance payment to the payee on or before the eviction date or utility shut-off date. If there are pending verification items, or if the payee's identity cannot be verified prior to the eviction or shut-off date, but payment will still resolve the eviction or utility issue, RHA will issue payment within 3 business days of verifying the payee or final information.
- 5.1.5. RHA will mail the check to the payee, or upon request, the check may be picked up with corresponding photo identification at the RHA main office.

5.2. ~~MOTEL ASSISTANCE~~

- ~~5.2.1. For households eligible under criteria 2.1.5.2, RHA will provide up to 30 days of rent payment for a motel unit to allow the household's long-term housing unit to become available for occupancy. The payment will be made directly to the landlord. The amount paid is determined by the lease or summary of charges, verified by the landlord and/or property manager (up to the 30-day maximum).~~
- ~~5.2.2. The applicant must be able to provide documentation of their acceptance at a long-term housing unit and the date the unit will be available for occupancy. RHA may attempt to independently verify the information on the provided documentation if it has reason to question the authenticity of the document.~~
 - ~~5.2.2.1. If the long-term housing unit is not available for occupancy within 30 days, the household must have proof that they have additional assistance to cover the gap; otherwise, the application will be denied.~~
- ~~5.2.3. RHA will verify the payee is the management agent or owner of the unit by searching records through the Washoe County Assessor's Office, or by requesting documentation directly from the payee that may include a management agreement, title, or deed. The assistance will not be paid until RHA can verify the payee is the management agent or owner of the unit.~~
- ~~5.2.4. RHA will mail the check to the payee, or upon request, the check may be picked up with corresponding~~

photo identification at the RHA main office.

5.3. SHORT-TERM TENANT-BASED RENTAL ASSISTANCE

5.3.1. For households eligible under criteria 2.1.5.3, RHA will provide up to two (2) years of rent payments to allow the household's pending application for long-term income-based housing assistance to be processed. The payment will be made monthly and paid directly to the landlord. The amount paid is determined by the lease, verified by the landlord and/or property manager.

5.3.1.1. Prior to approval, the unit that will receive the short-term tenant-based rental assistance will need to pass inspection following HUD's current protocols with exceptions approved by Nevada Housing Division.

5.3.2. The applicant must be able to provide documentation of their active status on a waiting list for long-term income-based housing assistance. RHA may attempt to independently verify the information on the provided documentation if it has reason to question the authenticity of the document.

5.3.2.1. If at any point during the two-year assistance period the household is determined to be ineligible for the long-term income-based housing assistance they had applied for, their short-term tenant-based rental assistance will end effective on the last day of the month, 30 days after the denial for long-term income-based rental assistance.

5.3.3. RHA will verify the payee is the management agent or owner of the unit by searching records through the Washoe County Assessor's Office, or by requesting documentation directly from the payee that may include a management agreement, title, or deed. The assistance will not be paid until RHA can verify the payee is the management agent or owner of the unit.

5.3.4. RHA will mail the check to the payee, or upon request, the check may be picked up with corresponding photo identification at the RHA main office.

5.2. RELOCATION ASSISTANCE

5.2.1. For households eligible under criteria 2.1.5.2, RHA will provide relocation assistance comprised of the payment of the security deposit (up to one month's rent as documented in the new lease) for a new dwelling unit, plus a flat payment for moving expenses based on the existing unit's number of rooms, as determined by the chart in Exhibit A and updated from time to time via publication in the Federal Register.

5.2.2. The applicant must be able to demonstrate the rent in their current dwelling unit has increased by at least 10% compared to the rent 12 months prior to the increase. The rent increase must have taken effect or will take effect within 180 days of the date of the applicant's application to RHA for assistance and must include the new rent level and the effective date of the increase.

5.2.2.1. The applicant must also provide a copy of their current lease agreement or other appropriate documentation that shows the rent level prior to the increase.

5.2.2.2. The applicant must provide a copy of a move-out notice submitted to their current landlord within 30 days of being notified of approval for RHA assistance. Failure to provide a move-out notice within 30 days will result in forfeiture of the household's right to receive the relocation assistance payment. The moving expense assistance payment will not be paid to the household until RHA receives a copy of the move-out notice provided to the landlord. The move-out notice must not give more than 60 days notice to move. RHA may attempt to independently verify the information on the provided documentation by contacting the landlord if it has reason to question the authenticity of the document.

5.2.3. Once determined eligible, RHA will provide the household with a letter of intent to pay the security deposit for a new unit. The household may use this letter during their search for housing to demonstrate their ability to pay the security deposit. The household must locate a new unit and provide the required documentation, as outlined below, within 90 days of being notified of approval for RHA assistance.

~~Failure to locate a new unit and provide the required documentation within 90 days will result in forfeiture of the household's right to receive the security deposit assistance.~~

~~5.2.4. Once the household has located a new unit, they must provide RHA a copy of the unexecuted lease agreement before RHA will make the security deposit payment directly to the new landlord. The household must also provide the contact information for the payee.~~

~~5.2.5. RHA will verify the payee is the management agent or owner of the unit by searching records through the Washoe County Assessor's Office, or by requesting documentation directly from the payee that may include a management agreement, title, or deed. The assistance will not be paid until RHA can verify the payee is the management agent or owner of the unit.~~

~~5.2.6. RHA will mail the check to the payee, or upon request, the check may be picked up with corresponding photo identification at the RHA main office.~~

6. FAMILY OBLIGATIONS

6.1. FINANCIAL GUIDANCE REQUIREMENT

6.1.1. All households approved for assistance must contact Money Management International (MMI) or go to the website for Opportunity Alliance (www.opportunityalliancenv.org) and have the financial meeting within 14 days of approval. The meeting will, at a minimum:

- Create a budget for the family;
- Create a debt management plan and;
- Provide the family at least one referral to appropriate community resources based on individual household circumstances.

6.1.2. Once a household has been determined eligible for RHA assistance and notified of approval, RHA will advise the family they need to schedule an appointment with the MMI or Opportunity Alliance within 14 days of the date of approval. The household must, as a requirement for receiving assistance, attend the appointment and complete the minimum requirements in 6.1.1.

6.1.3. The household will need to send in the proof of their appointment either by email fax or mail. Households who fail to complete the appointment with MMI or Opportunity Alliance will be in violation of program rules and may be required to pay back the full amount of assistance that was issued on their behalf. If the assistance has not yet been paid and the household's 14 days to meet with MMI or Opportunity Alliance has passed, RHA will withhold the assistance payment until it receives confirmation that the household has completed this requirement. RHA reserves the right to pursue collections on households who fail to fulfill this requirement. If this requirement is not met the household will not be eligible to apply in the future for assistance.

6.1.4. Once RHA receives confirmation that the household has completed their appointment, RHA will place this confirmation in the file and the file will be considered closed.

6.2. SUPPLYING REQUIRED INFORMATION

6.2.1. The household must supply any information that RHA determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.

6.2.2. All information supplied by the household must be true and complete.

7.6. USE OF PROGRAM RECEIPTS

7.1.6.1. PROGRAM RECEIPTS

RHA shall use program receipts to provide homeless prevention assistance for eligible households. Program receipts may only be used to pay program expenditures.

7.2.6.2. PROGRAM EXPENDITURES

RHA shall reserve the right to utilize up to 6% of program receipts for administrative expenditures.

APPENDIX 1 - DEFINITION OF TERMS

ANNUAL INCOME. All amounts, monetary or not, which:

- a. Go to, or on behalf of, the family head or to any other family member; or
- b. Are anticipated to be received from a source outside the family during the 12-month period following approval for assistance; and
- c. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

APPLICANT. For the purposes of this document, the term "applicant" includes the head of household, spouse, all dependents, and all other adult members of the household and their dependents.

DISABLED FAMILY. A household with a household member who is a person with disabilities. It may include two or more persons with disabilities living together.

DISABLED PERSON. "Disabled Person" means a person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, or who is handicapped as defined in this Part. Section 223 of the Social Security Act defines "disability" as:

- a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months; or
- b. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time. Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, defines "disability" as: a disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health, Education and Welfare) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

ELDERLY FAMILY. A household with a household member who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY. A household which qualifies as a Low-Income Family and which meets the other requirements of this Administrative Plan. The term "Family" includes Elderly, Disabled Person, or a single person.

ELIGIBLE IMMIGRATION STATUS. 24 CFR 5, Subpart E.

- a. Restrictions on assistance. Financial assistance under this program is restricted to:

Citizens; or

Noncitizens who have eligible immigration status in one of the following categories:

A noncitizen lawfully admitted for permanent residents, as defined by Section 101(a)(30) of the Immigration and Nationality Act (INA)(8 U.S.C. 1101 (a)(20) and 1101 (a)(15), respectively) (immigrants). (This category includes a noncitizen admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161) who has been granted lawful temporary resident status);

A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);

A noncitizen who is lawfully present in the United States pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the grant of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1153 (a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons deemed strictly in the public interest under Section 212 (d)(5) (parole status);

A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or

A noncitizen lawfully admitted for temporary or permanent residence under Section 245 A of the INA (8 U.S.C. 1255(a) amnesty granted under INA 245 A).

b. Family eligibility for assistance.

A family shall be eligible for assistance so long as at least one member of the family residing in the unit is determined to have eligible status, as described in paragraph (a) of this section;

EMERGENCY SITUATION. An event including a medical event, job loss, death in the family, accident, or other emergency that has affected a household member within the last 90 days, and whose associated costs or expenses exceed one month of rent at the household's current unit.

FAMILY (HOUSEHOLD). "Family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- a. A single person, who may be an elderly person, displaced, person, disabled person, near-elderly person or any other single person; or
- b. A group of persons residing together, and such group includes, but is not limited to:
 - i. Households with or without children;
 - ii. An elderly family;
 - iii. A disabled family and;
 - iv. A minor who has been awarded a decree of emancipation by a competent court having jurisdiction over said minor.

Also included in the Family for purposes of determining the amount of relocation assistance may be:

- a. Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. (There will be a self-certification required of households who claim joint custody or temporary guardianship.)
- b. Other persons who will live regularly as part of the Family group, including foster children and members of the Family temporarily absent, and whose income and resources are available for use in meeting the living expenses of the group.
- c. Lodgers may not be included in the Family.

INCOME. The types of money which are to be used as income for purposes of calculating the family's income are defined by HUD in federal regulations. See [HUD Handbook 4350.3 REV-1, CHG-424 CFR 5.609](#).

INCOME LIMITS. The maximum annual income a household may have to be eligible for assistance as determined by HUD (Appendix 2).

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LEASE. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease

establishes the conditions for occupancy of the dwelling unit by a household.

LOW-INCOME FAMILY. A household whose income does not exceed 60 percent of the median household income for the area, as determined by HUD with adjustments for smaller and larger households (Appendix 2, Income Limits)

NET FAMILY ASSETS. Value of equity in savings, checking, direct express, IRA and Keogh accounts, real property, stocks, bonds and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

OWNER. Any person or entity, including a cooperative, having the legal right to lease or sub-lease a dwelling unit.

SECURITY DEPOSIT. The amount the owner/manager collects from the tenant at the date of lease up, as outlined in the lease agreement for protecting the landlord from damages, unpaid rent, or if the tenant breaks or violates the terms of the lease or rental agreement.

UNPAID RENT. Rent owed to the landlord resulting from the failure of the tenant to pay their portion of the rent through the end of the month.

UTILITIES. Includes electricity, gas, water, sewer or trash collection.

APPENDIX 2 - INCOME LIMITS

# Persons	30% AMI (Extremely Low-Income)	50% AMI (Very Low-Income)	60% AMI (Low-Income)
1	\$21,250	\$35,450	\$42,540
2	\$24,300	\$40,500	\$48,600
3	\$27,350	\$45,550	\$54,660
4	\$30,350	\$50,600	\$60,720
5	\$32,800	\$54,650	\$65,580
6	\$35,250	\$58,700	\$70,440
7	\$37,650	\$62,720	\$75,300
8	\$40,100	\$66,800	\$80,160

<https://www.hudexchange.info/programs/home/home-income-limits/>

APPENDIX 3 – FAMILY OBLIGATIONS

For the purpose of this form, the terms "you", "your", "tenant", and/or "family" include the head of household, spouse, dependents, and all other adult members of the household and their dependents.

The following describes your responsibilities as an applicant for Homeless Prevention Program assistance. If you or any family members do NOT meet these obligations, you and your family may be denied assistance or be forced to repay the full amount of assistance provided to you.

SUPPLYING REQUIRED INFORMATION: You must supply any information that RHA determines is necessary in the administration of the program, including • submission of required evidence of citizenship or eligible immigration status • information for determining family income and composition, and • information to verify that the family is living in the unit. You must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information. Any changes in your income and/or family size (increase such as birth, adoption or court-awarded custody of a child, or decrease such as a family member no longer living in the unit) must be reported in writing. Information supplied by you must be true and complete.

FINANCIAL GUIDANCE CENTER APPOINTMENT: You must meet individually for a minimum of one hour with the Financial Guidance Center (FGC) within 14 days of approval for RHA assistance. The meeting will, at a minimum:

- Create a budget for the family;
- Create a debt management plan and;
- Provide the family at least one referral to appropriate community resources based on individual household circumstances.

VIOLATION OF LEASE: You or your guests must not commit any serious or repeated violation(s) of the lease.

CRIME: You must not engage in any illegal drug-related criminal activity or violent criminal activity.

DRUG USE: You must not illegally use a controlled substance.

I / We have read the above and agree to abide by these responsibilities.

Tenant signature _____ Date _____ Tenant signature _____ Date _____

Address: _____ City & ZIP _____

HOUSING AUTHORITY OF THE CITY OF RENO
RESOLUTION **24-06-02 RH**

A RESOLUTION AUTHORIZING REVISIONS TO THE HOMELESS
PREVENTION PROGRAM (HPP) ADMINISTRATIVE PLAN TO ALIGN
SERVICES WITH COMMUNITY NEED

WHEREAS, the Housing Authority of the City of Reno is administering the Homeless Prevention Program, and

WHEREAS, the Authority wishes to ensure that services offered through the program are in alignment with the most significant community needs; and

WHEREAS, the Homeless Prevention Program utilizes the Administrative Plan to define services offered, outline program eligibility guidelines and documentation needed to verify eligibility; and

WHEREAS, staff has determined that the revisions to the Administrative Plan are outlined in Exhibit 240602-A and comply with Nevada Affordable Housing Trust Fund regulations;

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

1. That the Board of Commissioners hereby approves revisions to the Administrative Plan for the Homeless Prevention Plan as set forth in Exhibit 240602-A, attached hereto and incorporated by reference as if set forth fully below.
2. This Resolution is to be effective upon the date of its adoption

ADOPTED THIS 25th DAY OF June, 2024.

ATTEST:

CHAIRMAN

SECRETARY

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 6

June 25, 2024

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

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

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

This short-term loan, maturing by August 1, 2024, based on the anticipated financial closing for Silverada Manor, will enable Brinshore to access the capital needed to support predevelopment expenses for this project along with its other cash needs. Developers routinely access predevelopment loans for transactions. The loan will be issued to Silverada, LLC, the sole purpose owner entity for the Silverada Manor project. While Brinshore Development, LLC, will be the guarantor for the loan, Hudson HT LP is requiring RHA to acknowledge and approve the loan as it is a member of Silverada Manager, LLC, the managing member entity of Silverada, LLC. The managing member entity is a party to the loan.

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

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

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

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

Staff Recommendation and Motion:

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

PRE-EQUITY LOAN AND SECURITY AGREEMENT

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

Reference is hereby made to the following:

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

B. Managing Member is the sole member of Borrower.

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

D. Brinshore Developer will develop the Property.

E. Borrower has applied for and expects to receive tax exempt bond financing and an as-of-right allocation of 4% low-income housing tax credits with respect to the Property from the appropriate agency in the annual amount of \$3,333,351 (the “Allocation”).

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

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

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

1. Advances; Repayment of the Note.

(a) As of the date hereof, \$651,650.72 is being advanced under the Note.

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

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

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

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

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

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

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

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

4. [Intentionally Omitted.]

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

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

(b) No Admission, Withdrawal, Sale or Other Disposition. So long as any Obligations remain outstanding, without the prior written consent of Lender: (i) neither Borrower, Managing Member nor Brinshore Developer will offer, sell, assign, transfer or otherwise dispose of, give any option or grant any consent with respect to, or further pledge, hypothecate, or in any manner whatsoever encumber the Collateral or any portion thereof or any interest therein or, in the case of Managing Member, withdraw from Borrower; and (ii) neither Borrower, Managing Member nor Brinshore Developer will offer, sell, assign, transfer or otherwise dispose of, or give any option or grant any consent with respect to, or further pledge, hypothecate or in any manner whatsoever encumber the Property or such other property upon which the Property is or will be located, or any portion thereof or any interest therein, except as contemplated by the project financing arrangement heretofore disclosed to and approved by Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Default and Remedies.

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

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

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

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

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

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

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

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

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

(ix) if Borrower, Managing Member or Brinshore Developer, or any affiliate thereof, defaults under the Letter of Intent between The Housing Authority of the City of Reno and Hudson Housing Capital LLC dated February 14, 2024 (the "Letter of Intent") and any such default continues for a period of fifteen (15) days after written notice thereof shall have been given to Borrower, Managing Member or Brinshore Developer, as appropriate; or

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

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

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

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

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

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

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

Attorney hereunder and designate a successor Attorney hereunder, upon written notice to Borrower, Managing Member or Brinshore Developer, as the case may be, of the designation of such successor Attorney.

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

To Lender:

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

To Borrower or Managing Member:

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

and

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

To Brinshore Developer:

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed under seal as of the date referred to above.

LENDER:

HUDSON HT LP

By: HUDSON HT GP LLC, its Managing Member

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

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

BORROWER:

SILVERADA, LLC,
a Nevada limited liability company

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

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

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

By: _____
Name: David Brint
Title: President

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

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

By: _____
Name: Hilary Lopez
Title: Executive Director

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

MANAGING MEMBER:

SILVERADA MANAGER, LLC,
a Nevada limited liability company

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

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

By: _____
Name: David Brint
Title: President

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

By: _____
Name: Hilary Lopz
Title: Executive Director

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

BRINSHORE DEVELOPER / GUARANTOR:

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

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

By: _____
Name: David Brint
Title: President

PROMISSORY NOTE

\$1,000,000

As _____, 2024

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

2. Principal and accrued and unpaid interest shall be due in full on the earlier to occur of (i) the purchase of limited partnership or membership interests, as the case may be, in any operating entity which owns or controls that certain 150-unit multifamily apartment complex intended for rental to persons of low and moderate income, to be known as Silverada Manor Apartments, located in Reno, Nevada (the “Property”) by Payee, Hudson Housing Capital LLC, an affiliate thereof or any unrelated third party for the purpose of obtaining the benefit of the Low Income Housing Tax Credits generated by the Property and the receipt of a capital contribution for such purchase by such operating entity, (ii) the closing of a construction loan for the purpose of constructing the Property, or (iii) August 1, 2024 (such earlier date, the “Maturity Date”).

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

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

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

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

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

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

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

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

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

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

(i) Maker shall fail to make any payment under this Note when due; or

(ii) any representation or warranty made by Maker hereunder shall prove to have been incorrect in any material respect when made; or

(iii) Maker shall fail to perform or observe any other term, covenant or agreement contained herein on its part to be performed or observed, and any such failure continues for a period of fifteen (15) days after written notice thereof shall have been given to Maker; or

(iv) if, for any reason (other than full satisfaction or written release by Payee) this Note shall cease to be valid and binding and in full force and effect or Maker shall assert that it is not liable hereunder; or

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

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

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

(viii) if Maker is adjudicated bankrupt or insolvent or a petition for reorganization of Maker is granted; or

(ix) if Maker shall make an assignment for the benefit of its creditors or shall admit in writing the inability to pay its debts generally as they become due; or

(x) Maker shall cause or permit an Event of Default to occur under Section 10 of the Loan Agreement.

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

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

MAKER:

SILVERADA, LLC,
a Nevada limited liability company

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

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

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

By: _____
Name: David Brint
Title: President

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

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

By: _____
Name: Hilary Lopez
Title: Executive Director

UNCONDITIONAL GUARANTY

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

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

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

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

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

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

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

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

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

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

Guarantor warrants having established with the Lender adequate means of obtaining, on an ongoing basis, such information as Guarantor may require concerning all matters bearing on the risk of nonpayment or nonperformance of the obligations. Guarantor assumes sole, continuing

responsibility for obtaining such information from sources other than from the Lender. The Lender shall not have any duty to provide any information to Guarantor.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GUARANTOR:

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

By: Brint Development, Inc.,
an Illinois corporation

Its: Member

By: _____
Name: David Brint
Title: President

CONSENT LETTER

_____, 2024

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Very truly yours,

BORROWER:

SILVERADA, LLC,
a Nevada limited liability company

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

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

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

By: _____
Name: David Brint
Title: President

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

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

By: _____
Name: Hilary Lopez
Title: Executive Director

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

MANAGING MEMBER:

SILVERADA MANAGER, LLC,
a Nevada limited liability company

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

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

By: _____
Name: David Brint
Title: President

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

By: _____
Name: Hilary Lopez
Title: Executive Director

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

BRINSHORE DEVELOPER / GUARANTOR:

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

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

By: _____
Name: David Brint
Title: President

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 7

June 25, 2024

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

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

RHA and Brinshore have been participating in due diligence and closing calls with Hudson Housing and Bellwether for the Silverada Manor project since mid-April. As the LIHTC equity investor, Hudson Housing recently completed an after-tax benefit analysis and raised a concern about the impact that the increasing Applicable Federal Rate (AFR), the minimum required interest rate on the soft debt, could have on the project. Federal tax law requires that the interest on the Seller's Note that RHA is making to the project be set at AFR and allows for an up to 3-month lookback from the date of acquisition or financial close to identify that rate. For example, if the deal closes in July, the interest rate on the Note could be set at AFR from May, June, or July 2024. Because of the large size of the Seller's Note (\$17M), the fact that it is subordinate to deferred developer fee and the \$11M Home Means Nevada Initiative (HMNI) loan, and the likelihood of AFR increasing in the coming months, there is concern that any delay in closing may lead to the project incurring a higher AFR that negatively impacts the investor's after-tax benefits and results in a need for Hudson to reduce the amount of equity to the project to rectify the tax issue. This would lead to further challenges to closing the project in a timely manner.

To avoid this situation, RHA could execute an Option to Ground Lease and Acquire Improvements for Silverada Manor with Silverada, LLC (the new ownership entity of Silverada Manor) in June. This would allow for the 3-month look back to extend to April 2024, which would allow for the Seller's Note interest rate to be set at the lowest level available at this time. This would address the investor's concerns on the Seller's Note and help to ensure that the project can continue toward a mid-to-late July closing.

RHA's counsel for this transaction, Reno & Cavanaugh, has drafted an Option to Ground Lease and Acquire Improvements that is included with this staff report. RHA's General Counsel has also reviewed this document. If executed, the agreement would give Silverada LLC the exclusive right to enter into a ground lease for the land and acquire the built improvements. The key business terms are below:

- Option period is 12 months.
- Optionee, Silverada LLC, shall pay the Optionor, RHA, \$100 for the grant of option.
- This agreement does not enter RHA into the ground lease or sell the built improvements. This will happen at financial close and is subject to HUD approval.
- At financial close, the executed Ground Lease will have a term of 99 years. RHA will maintain control of the land.

- At financial close, the built improvements will be sold by RHA to Silverada LLC. Silverada LLC will make payments on RHA's Seller's Note subject to its cashflow priority and depending upon available cashflow. The Seller's Note would be subordinate in priority to Hudson's required items, deferred developer fee, and the \$11M HMNI loan.

The attached Option to Ground Lease and Acquire Improvements is in draft form and is currently being reviewed by all parties. It is anticipated that minor revisions, that do not substantively change the agreement, will be incorporated before execution by RHA and Silverada, LLC. If substantive changes to business terms and/or legal structure are requested, a new final form will be brought to this Board for re-approval. Given time is of the essence to address this issue and secure the lower April AFR, staff is seeking authorization from the Board of Commissioners for RHA's Executive Director, Hilary Lopez, Ph.D., to execute the Option to Ground Lease and Acquire Improvements once it is in final form.

Staff Recommendation and Motion:

Staff recommends that the Board authorize RHA Executive Director, Hilary Lopez, Ph.D., to execute the Option to Ground Lease and Acquire Improvements for Silverada Manor between RHA and Silverada, LLC, once the agreement is in final form.

OPTION TO GROUND LEASE AND ACQUIRE IMPROVEMENTS

Silverada Manor

THIS OPTION TO GROUND LEASE AND ACQUIRE IMPROVEMENTS (this “**Option**”) is made this ___ day of June, 2024 (the “**Effective Date**”), between **HOUSING AUTHORITY OF THE CITY OF RENO**, a Nevada public body corporate and politic (the “**Ground Lessor**” or “**Optionor**”), and **SILVERADA, LLC**, a Nevada limited liability company (the “**Optionee**”). The Optionor and Optionee are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**.”

WITNESSETH

WHEREAS, the Optionor is the fee simple owner of the real property located at 1400 Silverada Boulevard, Reno, NV 89512 and described with more particularity at Exhibit A attached hereto (the “**Land**”), and the improvements thereon, commonly known as *Silverada Manor*, respectively (the “**Improvements**” and, together with the Land, the “**Property**”);

WHEREAS, the Optionor and Brinshore Development, L.L.C., an Illinois limited liability company (the “**Master Developer**”), entered into that certain RAD/Section 18 Development Agreement dated September 22, 2023 (the “**Development Agreement**”) in connection with the planned redevelopment of the Property into a multifamily affordable housing community with one hundred fifty (150) rental units;

WHEREAS, the Master Developer and the Optionor will collectively own all of the membership interests in Silverada Manager, LLC, a Nevada limited liability company, which shall serve as the manager of the Optionee;

WHEREAS, it is anticipated that the redevelopment of the Property will be financed, in part, with equity raised from the allocation of low-income housing tax credits to Hudson Silverada, LLC, a Delaware limited liability company (the “**Investor**”); and

WHEREAS, the Optionor desires to grant to the Optionee, and the Optionee desires to receive the grant of, an exclusive option to ground lease the Land and acquire the Improvements, for the term and in accordance with the covenants and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Grant of Option; Option Payment.** The Optionor hereby grants to the Optionee, and the Optionee hereby accepts the grant of the exclusive right and option to ground lease the Land and acquire the Improvements upon the general terms and conditions set forth below. For the grant of the option, the Optionee shall pay to the Optionor the sum of One Hundred and No/100 U.S. Dollars (\$100.00).

2. **Period.** This Option may be exercised at any time within the twelve (12) month period following the Effective Date of the Option (the “**Option Period**”).

3. **Ground Lease Terms.** This Option shall be subject to the terms, covenants and provisions of the ground lease that is anticipated to be entered into by the Parties (the “**Ground Lease**”). The term of the Ground Lease shall be ninety-nine (99) years unless otherwise agreed to by the Parties. The rent for the Ground Lease shall be subject to negotiation.

4. **Title to the Improvements.** After the Optionee’s exercise of this Option and the execution of the Ground Lease with the Optionor, the Improvements and all alterations, additions, equipment and fixtures built, made, or installed by the Optionee shall be the sole property of the Optionee until the expiration or other termination of the Ground Lease. It is the purpose and intent of the Parties that the Optionee shall be accorded all burdens and benefits of ownership of the Property for the duration of the Ground Lease after which point, all of the Optionee’s right, title, and interest in the Improvements shall revert to the Optionor.

5. **HUD and Other Approvals.** Notwithstanding anything to the contrary contained herein, this Option and the Ground Lease shall be subject the approval of the Optionor’s Board of Commissioners (the “**Board**”). Additionally, the Optionor must act pursuant to U.S. Department of Housing and Urban Development (“**HUD**”) regulations with respect to all matters concerning the disposition of the Property and the terms of this Option are subject in all respects to those regulations and required approvals. Such approvals may include, but are not limited to, disposition approval and/or environmental clearance under 24 CFR Part 58. The Optionee agrees to cooperate with the Optionor and provide all information requested by the Optionor in connection with obtaining such approvals and the rights under this Option are contingent upon the Parties securing all necessary consents and approvals to the transactions contemplated by this Option from HUD and the Board. Any existing residents at the Property must be relocated, as necessary and consistent with applicable relocation requirements, if required by HUD.

6. **Conflict of Interest.** The Optionee has no conflict of interest and shall inform the Optionor of any subsequent potential conflict of interest that would cause Optionee to violate its obligations under application regulations, including 2 CFR Part 200.

7. **Assignment or Transfer.** This Option may not be sold, assigned, or transferred by the Optionee without the prior written consent of the Optionor, which approval or consent shall be granted or denied in the Optionor’s sole discretion.

8. **Costs and Expenses.** All costs and expenses of title examination, and preparation and recording of a memorandum evidencing the Ground Lease, shall be paid by the Optionee.

9. **Notices.** Any notice, request, demand, consent, approval, or other communication given hereunder or in connection with this Option shall be in writing. Such communications shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, as addressed as follows:

If to the Optionee: Silverada, LLC
c/o Brinshore Development, L.L.C.
1603 Orrington Avenue, Suite 450
Evanston, IL 60201
Attn: Senior Vice President
and to: Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282
Attn: Tyler Kalachnik, Esq.

If to the Optionor: Housing Authority of the City of Reno
1525 East Ninth Street
Reno, NV 89512
Attn: Executive Director

and to: Reno & Cavanaugh, PLLC
455 Massachusetts Avenue NW, Suite 400
Washington, DC 20001
Attn: Megan Glasheen, Esq.

If to the Investor: Hudson Silverada, LLC
c/o Hudson Housing Capital
630 Fifth Avenue, 28th Floor
New York, NY 10111
Attn: Lisie Mehlman

and to: Holland & Knight LLP
10 St. James Avenue, 11th Floor
Boston, MA 02116

10. **Termination of Rights.** If the Optionee fails to exercise this Option during the Option Period, all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and the Optionor shall retain all money paid for the Option, and not additional money shall be payable by either Party to the other.

11. **Access.** The Optionor shall permit the Optionee, during the Option Period, free ingress and egress to the Property for the sole purpose of conducting any survey, inspection, and other activities of a similar nature as the Optionee may deem necessary, at the sole cost of the Optionee. Further, following any access, inspection, or testing, the Optionee shall make every effort to restore the Property to the condition it was in immediately prior to the access and in all instances shall address or eliminate any health and safety hazards caused as a result of the access.

12. **Indemnification.** The Optionee hereby agrees to indemnify and hold harmless the Optionor, its officers, directors, agents, or employees, successors and assigns, against any

claim of liability or loss from personal injury or property damage resulting or arising out of the access, use, or entry upon the Property by the Optionee, its employees, affiliates, contractors, or agents, excepting, however, such claims, or damages as may be due to or caused by the gross negligence, or willful misconduct of the Optionor, or its officers, directors, agents, or employees, successors and assigns.

13. **Insurance.** Before the Optionee, its employees, affiliates, contractors, or agents enter the Property, the Optionee must deliver to the Optionor a certificate of insurance naming the Optionor as an additional insured under a commercial general liability policy of insurance maintained by the Optionee, which policy shall include contractual indemnity coverage.

14. **Counterparts.** This Option may be executed in several counterparts, each of which shall be fully effective as an original and all of which shall together constitute this Option. This Option may be executed by facsimile, or other electronic format (e.g., .tif, or .jpeg, each with digital or original signatures), or by duplicate originals, and the Parties agree that their electronically transmitted signatures shall have the same effect as manually-signed and transmitted signatures.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Option as of the Effective Date.

OPTIONOR

HOUSING AUTHORITY OF THE CITY OF RENO, a Nevada public body corporate and politic

By: _____
Name: Hilary Lopez, Ph.D.
Title: Executive Director

OPTIONEE

SILVERADA, LLC, a Nevada limited liability company

By: Silverada Manager, LLC,
a Nevada limited liability company,
its Manager

By: Brinshore Development, L.L.C.,
an Illinois limited liability Company,
its Managing Member

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

By: _____
Name: David Brint
Title: President

EXHIBIT A

LEGAL DESCRIPTION

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

All that certain real property situate in the NW 1/4 of Section 6, Township 19 North, Range 20 East, M.D.B. &M., described as follows;

Starting at the Northeast corner of Lot 2, as shown on the map of SILVERADA SUBDIVISION NO. 5, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 27, 1962; Thence South 80°20' East 30.00 feet, to the centerline of Silverada Blvd.; Thence along said centerline, North 9°40' East 50.09 feet; Thence South 80°20' East, 30.00 feet to the True Point of Beginning for this description; Thence along a line, said line being the Easterly right-of-way of Silverada Blvd., the following three courses;

North 9°40' East, 228.09 feet, along a 95.47 feet arc of a tangent curve to the right having a radius of 370 feet and a chord bearing North 17°03'30" East 95.20 feet, and North 24°27' East 351.09 feet; Thence leaving said Easterly right-of-way line of Silverada Blvd., South 65°33' East 630.00 feet; Thence South 20°42' West 435.71 feet to a point in the Northerly right-of-way line of Carville Drive; Thence along said Northerly right-of-way line the following three courses; South 89°31' West 481.02 feet along a 43.40 feet arc of a tangent curve to the right having a radius of 245 feet and a chord bearing North 85°24'30" West 43.35 feet and North 80°20' West 95.94 feet; and thence along a 23.56 feet arc of a tangent curve to the right, said curve being the Northeasterly round corner of the intersection of Carville Drive and Silverada Blvd., having a radius of 15.00 feet and a chord bearing North 35°20' West 21.21 feet to the True Point of Beginning.

The above legal description appeared previously in that certain Deed recorded May 10, 1966, in Book 175, Page 467, as Document No. 60356, of Official Records, pursuant to NRS Section 6. NRS 111.312.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 8

June 25, 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:
(For Possible Action)

FROM: Executive Director

RECOMMENDATION: 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.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 9

June 25, 2024

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

FROM: Executive Director

RECOMMENDATION: For Possible Action

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 10

June 25, 2024

SUBJECT: Discussion and possible action to approve both the April 2024 Cost of Living Adjustment (COLA) as published by the Consumer Price Index (CPI) Western Information Office, West Region, and on the basis thereof, possible adoption of Resolution 24-06-03 RH approving a net 3.7% COLA increase, with a total fiscal impact of approximately \$115,000 for FY2025, for all staff positions at RHA and Washoe Affordable Housing Corporation (WAHC) not covered under the Collective Bargaining Agreement. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

The Collective Bargaining Agreement (CBA), if approved, provides for a salary increase for FY2025 based on the April 2024 Consumer Price Index (CPI) Western Information Office, West Region effective the first full pay period of July 2024 for staff positions covered under the agreement. For April 2024 this CPI was 3.7%. RHA staff that are not covered under the agreement do not receive this automatic increase. Any equivalent increase for these staff members must be approved by the Board of Commissioners. The total fiscal impact of this increase for FY2025 for non-covered RHA and Washoe Affordable Housing Corporation (WAHC) positions is estimated at approximately \$115,000. Sufficient funding is available in the approved FY2025 budget to cover the cost of the COLA adjustment. Resolution 24-06-03 RH identifying this COLA is attached for review and possible approval.

Staff Recommendation and Motion:

Staff recommends the Board motion to approve Resolution 24-06-03 RH which provides for a 3.7% Cost of Living Adjustment (COLA) for the RHA and WAHC staff positions not covered under the Collective Bargaining Agreement effective the first full pay period of July 2024.

HOUSING AUTHORITY OF THE CITY OF RENO
RESOLUTION **24-06-03 RH**

A RESOLUTION APPROVING THE COST-OF-LIVING ADJUSTMENT FOR NON-COVERED EMPLOYEES

WHEREAS, the Board of Commissioners desires to provide a Cost of Living Adjustment (COLA) to employees at the Housing Authority of the City of Reno and its affiliate entity, Washoe Affordable Housing Corporation that are not covered by the Collective Bargaining Agreement; and

WHEREAS, the Board of Commissioners desires to use the April 2024 Consumer Price Index (CPI), Western Information Office, West Region, as reported by the U.S. Bureau of Labor and Statistics, in the amount of 3.7% effective the first full pay period of July 2024, and

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

1. The Executive Director is hereby authorized to raise the salary ranges for each salary grade by the April 2024 Consumer Price Index (CPI), Western Information Office, West Region, as reported by the U.S. Bureau of Labor and Statistics, in the amount of 3.7% effective the first full pay period of July 2024.
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 25th DAY OF June, 2024.

ATTEST:

CHAIRMAN

SECRETARY

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 11

June 25, 2024

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

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

Several of RHA's current development projects require permanent or temporary resident relocation. These projects include Silverada Manor, Hawk View Apartments, Stead Manor, John McGraw Court, and Silver Sage Court. RHA issued an RFP for relocation services in 2023 and awarded a contract to Housing to Home (HTH) to provide relocation consulting services.

HTH has assisted RHA with developing relocation plans for Silverada Manor and Hawk View, relocation budgets for these projects, and relocation information materials for resident meetings. HTH staff have participated in resident meetings held to date for Silverada Manor, Hawk View, Stead, John McGraw Court, and Silver Sage Court. HTH has also hired 2 full-time staff who are currently on site at Hawk View. With support from the HTH leadership team, these two staff members are providing all relocation assistance required by HUD for these projects. The HTH team works closely with RHA's Development Department as well as Rental Assistance and Asset Management as needed.

Both staff members have been on-site full-time at Hawk View since early April and one member is set to transition to Silverada Manor in July. As of June 19, half of the units at Hawk View are vacant or are soon-to-be vacated. More detailed statistics for Hawk View are provided below:

- 9 households chose to transfer to a different public housing property.
- 69 households were issued a Housing Choice Voucher.
- 16 households have been permanently relocated.
- 15 households have a pending move date.
- 12 households have a Request for Tenancy Approval (RFTA) in process which allows RHA to complete the HUD required rent reasonableness analysis and housing quality inspection at the household's selected unit.
- 10 households have inspections scheduled and are near lease-up.
- 28 households are still searching and/or applying for apartments.

While steady progress is being made, HTH and RHA have received feedback from some residents that the relocation process has been confusing and frustrating at times. This is especially true for those households who were the first to relocate. HTH staff and RHA's team have taken these concerns, which ranged from items such as, for example, a lack of dumpsters to issues with third-party movers to a lack of clarity on potential replacement units, seriously and have diligently worked to improve the relocation process and provide additional support and information to residents.

Specifically, HTH has:

- Provided additional management support to on-site HTH staff to ensure questions are answered in a timely manner.
- Improved HTH staff communication with residents regarding 90-day notices, housing search, moving assistance available, and other related issues.
- Streamlined communication and coordination between HTH and RHA regarding rental verification letters, inspections, RFTAs, and public housing transfers.
- Refined and reiterated processes and scope of services with third-party vendors to minimize the likelihood of miscommunication on moving day.
- Worked with RHA to have two dumpsters placed on-site for use by those moving.

Beyond this, HTH is also working to address barriers residents are encountering within the community such as high credit score/income requirements at properties and extensive application/move-in fees.

RHA Development staff have been particularly appreciative of HTH leadership team's responsiveness when RHA shares a concern, complaint, and/or question received from a tenant. Staff send all communication to HTH and receives a confirmation of receipt typically within an hour and an update on the situation within 1-2 business days. While there is still room for improvement, the process has continued to improve, and numerous households have been successfully relocated to new comparable housing.

For discussion only.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 12

June 25, 2024

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

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

FROM: Executive Director

RECOMMENDATION: Discussion

2024 Quarter 2 Development Project Updates

Staff Report

Background:

Please see Quarter 2 2024 updates for all active Development Department projects and a projected timeline of the development pipeline through 2030 below:

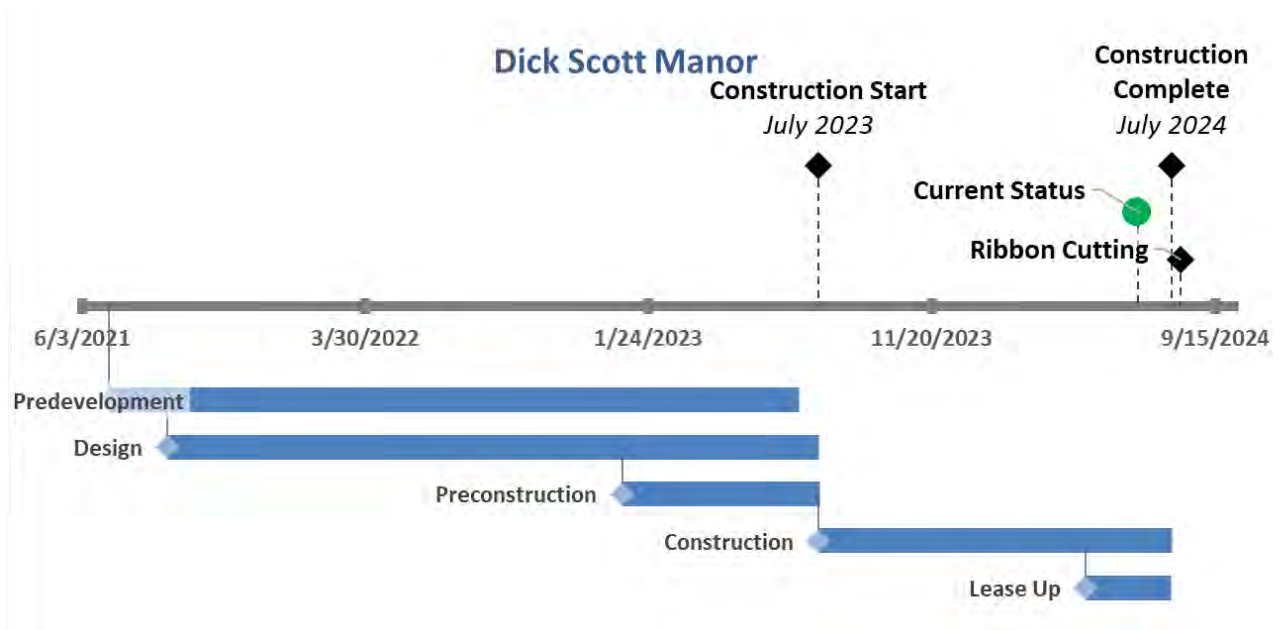
Dick Scott Manor

Q2 2024 Update

Project Info

- \$5M Budget
 - o Funding sources: City of Reno ARPA, HMNI, Home Depot Foundation, Deferred Developer Fee
- 12 units
- New Construction; Permanent Supportive Housing utilizing PBV HUD-VASH

Project Status



Project Updates

- Construction is proceeding on schedule and will be complete by end of July 2024.
- Majority of the City of Reno ARPA and HMNI funds have been expended and drawn down.

Upcoming Milestones

- Construction is scheduled to be complete by end of July 2024
- VA has begun lease up process through HUD-VASH program.
- Ribbon Cutting ceremony will be held on August 9th. This is the first HMNI funded project to be completed within the State. Given this, the Nevada Housing Division has informed RHA it is likely that Governor Lombardo will attend the ceremony.

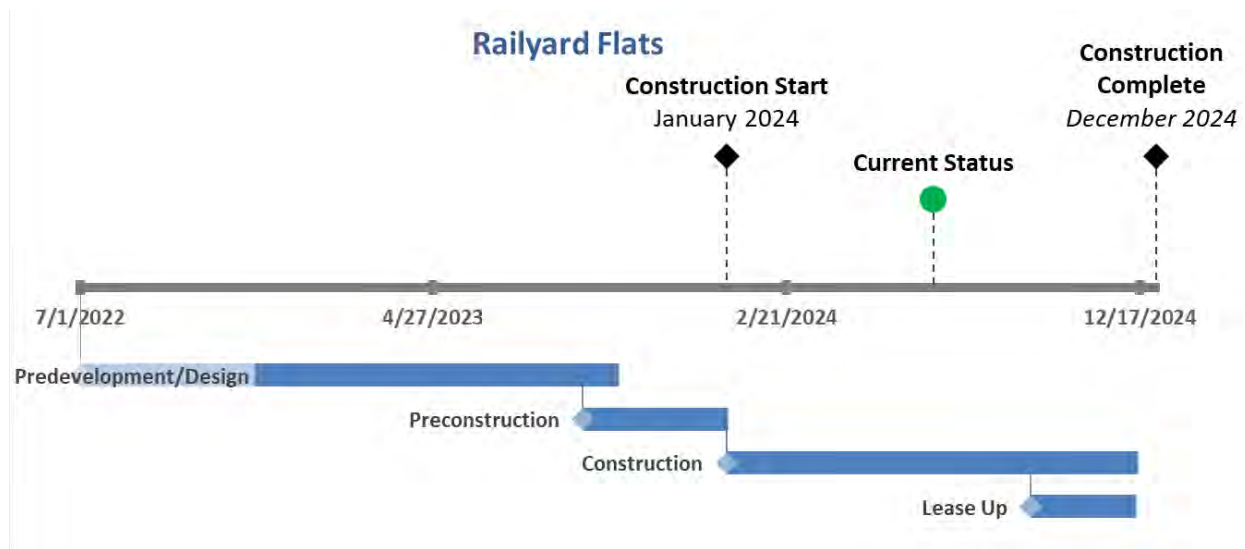
Railyard Flats

Q2 2024 Update

Project Info

- \$6.8M Budget
 - o Funding sources: HMNI, HOME-ARP, RHA Funds, Deferred Developer Fee
- 15 units
- New Construction

Project Status



Project Updates

- Construction is proceeding on schedule and nearing the 50% completion mark. All utilities have been brought on site. Foundation has been laid. Framing, rough-in plumbing, mechanical, and electrical work have been completed. Windows were installed and the building envelope and roofing are in progress.
- No major change orders or challenges this past quarter.
- HOME-ARP award fully expended and drawn down.

Upcoming Milestones

Major construction expected to begin in the next quarter includes:

- Drywall installation
- Flooring installation
- Siding installation

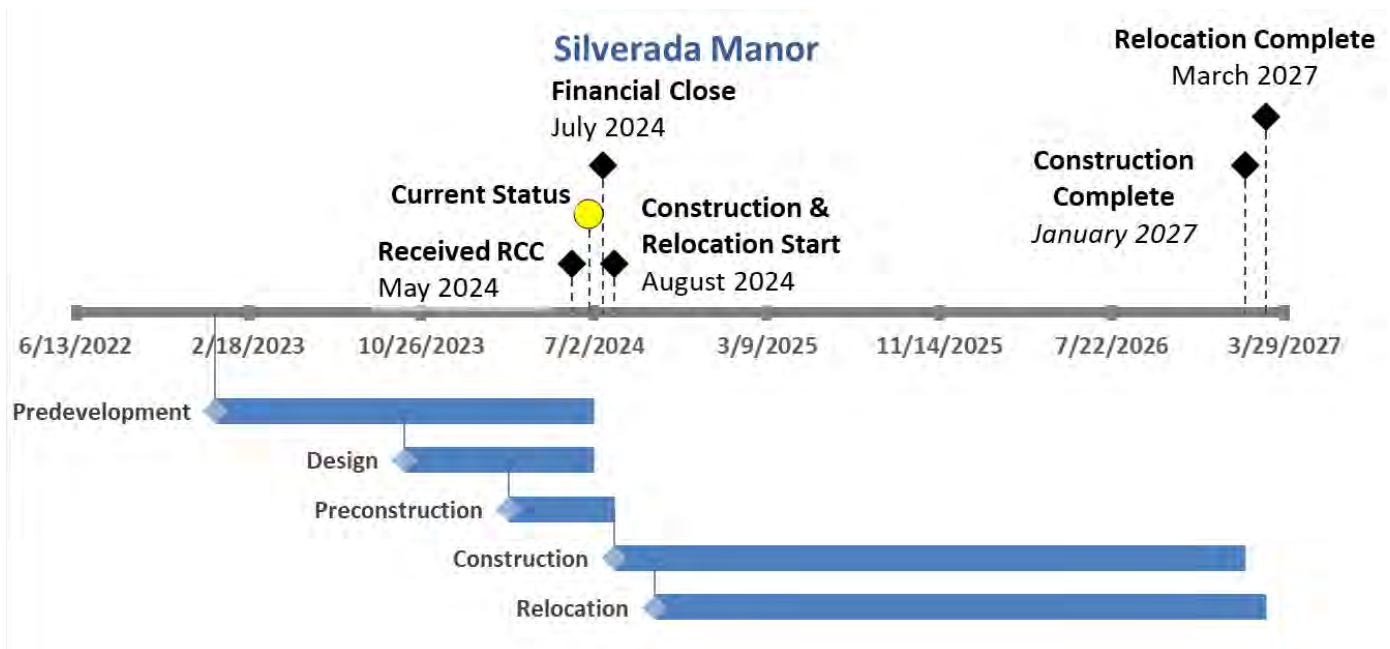
Silverada Manor

Q2 2024 Update

Project Info

- \$70M Budget
 - o Funding sources: Tax-Exempt Bonds, 4% LIHTC, HMNI, RHA Seller's Note, Capital Funds
Deferred Developer Fee
- 150 units
- RAD/Section 18 conversion and substantial rehab of Public Housing property

Project Status



Project Updates

- In April, the State Board of Finance authorized the issuance of a tax-exempt multi-unit housing revenue bond in an amount up to \$36,200,000.
- At the end of May, RHA received the HUD RAD Conversion Commitment (RCC).
- Supply chain issue led to a retooling of construction and relocation schedule. The project will now start with site work in August and phase 1 relocation will be complete by end of September.
- After multiple rounds of revisions, the schedule has come in at 29 months total, putting project completion in January 2027.

- Most recent pricing saw a 22% increase. Project is currently undergoing value engineering to land on final budget.

Upcoming Milestones

- Final Resident Meetings will occur on June 25. Relocation counseling will begin in July and Phase 1 temporary relocation will start in August.
- Comprehensive resolution for project financing for RHA Board approval will likely need to be brought at special board meeting or to regular July meeting.
- Financial closing in July and construction start in August.

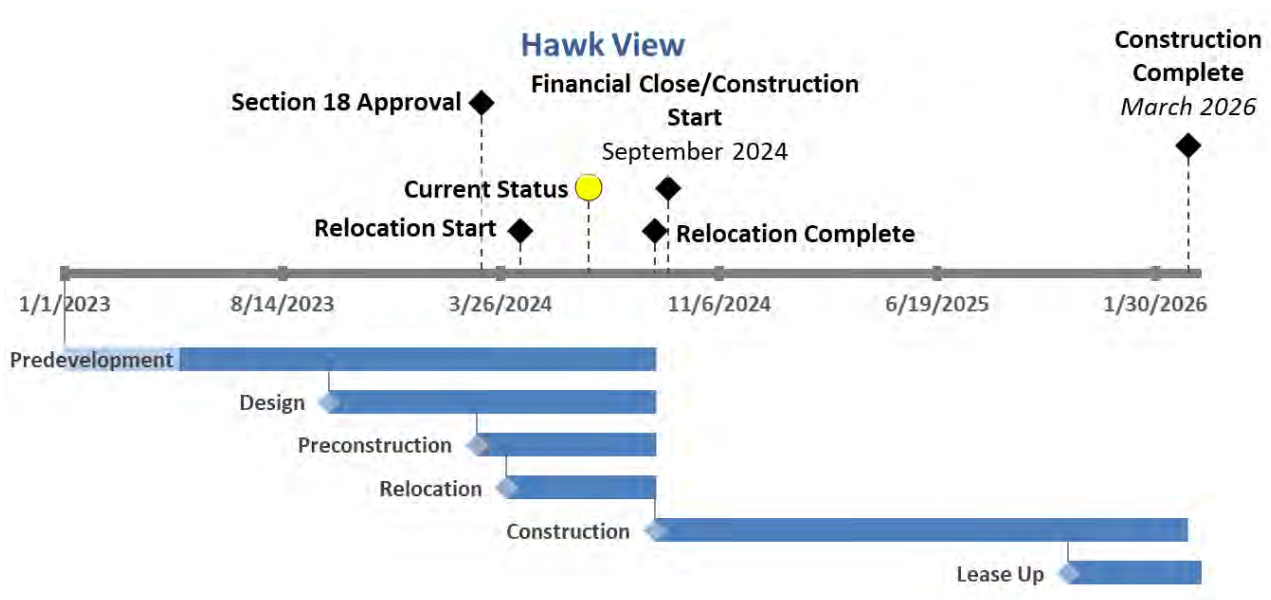
Hawk View Apartments

Q2 2024 Update

Project Info

- \$80M Budget
 - o Funding sources: Tax-Exempt Bonds, 4% LIHTC, HMNI, RHA Funds, Capital Funds, HOME, FHLB AFP, Deferred Developer Fee
- 199 units
- Section 18 disposition of Public Housing property followed by demolition and redevelopment.

Project Status



Project Updates

- In April, the Washoe County HOME Consortium Directors approved a \$1,000,000 award for the project.
- In late April, Hudson Housing was selected as the project equity investor and Citibank as the project lender. Closing calls began in early June.
- Brinshore applied to the Nevada Housing Division in May for \$1,000,000 in National Housing Trust Funds.
- In early June, the State Board of Finance authorized the issuance of a tax-exempt multi-unit housing revenue bond in an amount up to \$41,850,000.

- In June, Brinshore received three bids from General Contractors for the construction of the project. These include Pinecrest, Metcalf, and Martin-Harris. A final selection will be made by July.

Upcoming Milestones

- Resident relocation will continue throughout the summer with a targeted completion by August. A more detailed update on relocation has been provide in a separate staff report for the June Board of Director's meeting.
- Financial closing and construction start are still scheduled for September.

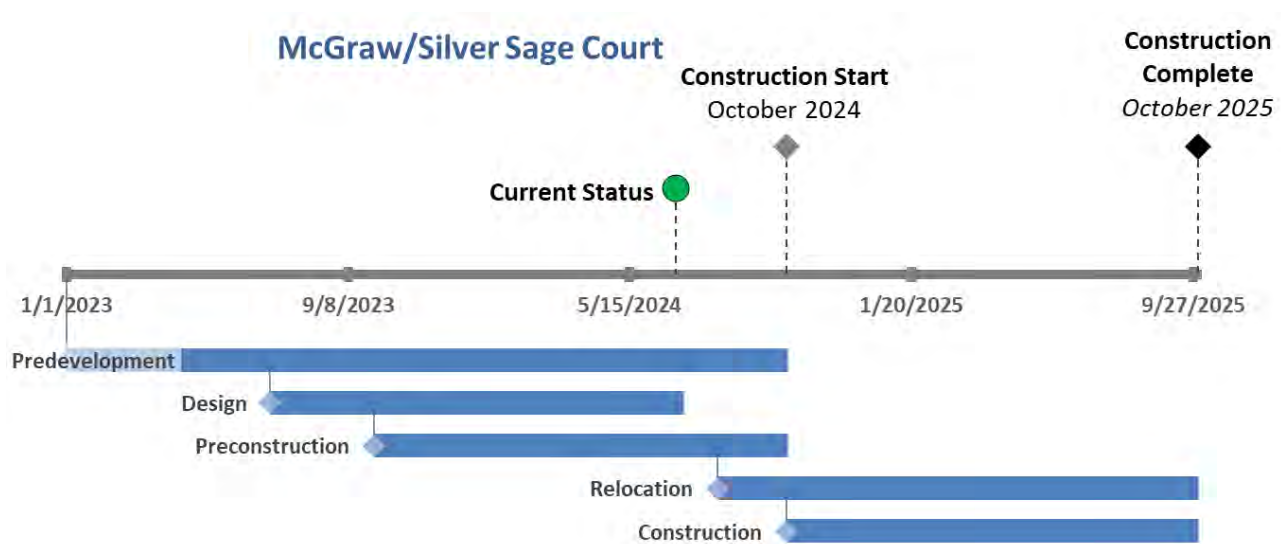
McGraw/Silver Sage Court

Q2 2024 Update

Project Info

- \$6.5M Budget
 - o Funding sources: HMNI, HOME, Capital Funds, Deferred Developer Fee
- 50 units (34 PH units @ McGraw | 16 units @ Silver Sage)
- Moderate rehab of Public Housing property and adjacent affordable housing property

Project Status



Project Updates

- Executed amended grant agreements for increased HMNI award. McGraw Court's award increased from \$2.5M to \$3.87M and Silver Sage Court's award increased from \$1M to \$1.62M.
- Project is moving through City of Sparks plan review and permits are expected to be ready by end of July.
- Plenium has completed the bidding process and is scheduled to submit a Guaranteed Maximum Price (GMP) at the end of June.

Upcoming Milestones

- RHA staff will bring Plenium's final GMP and construction contract for Board approval at the July Board meeting.
- Resident meetings will be held in early August and HTH relocation consulting will begin the same month. Temporary relocation will begin in September.
- Construction is projected to start in early October.

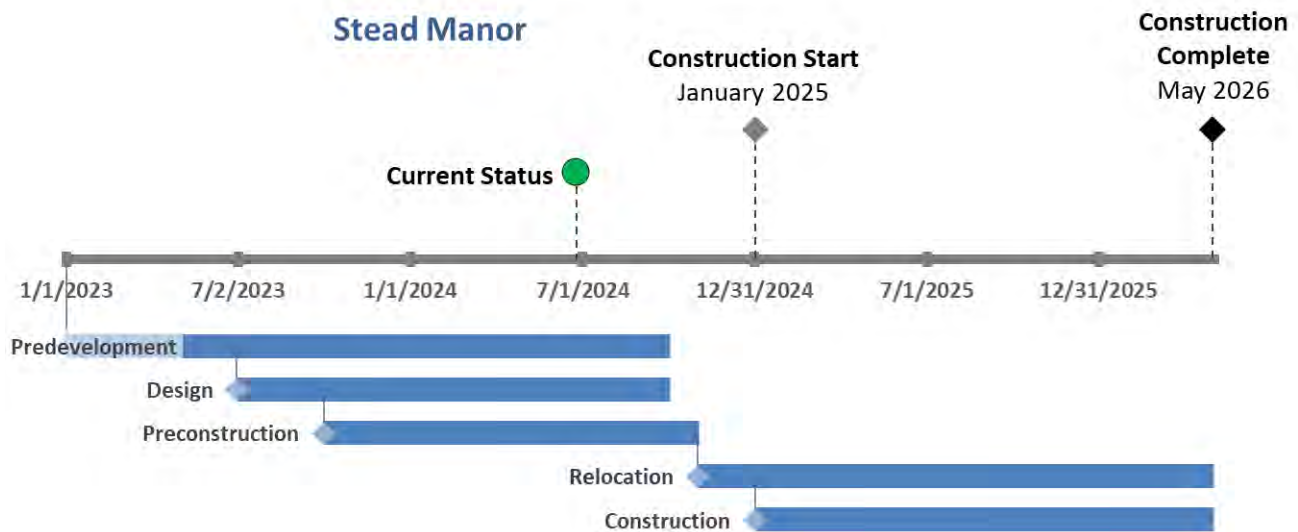
Stead Manor

Q2 2024 Update

Project Info

- \$18.5M Budget
 - o Funding sources: HMNI, Capital Funds
- 68 units
- Substantial rehab of Public Housing property

Project Status



Project Updates

- Project is moving through City of Reno plan review and permits are expected by August.
- Plenum is has nearly completed the bidding process and is scheduled to submit a Guaranteed Maximum Price (GMP) in early July.
- The Nevada Housing Division (NHD) would prefer to maintain Essex Manor's HMNI Award (\$1.5M) and is exploring if there are other potential funds available to fill the funding gap at this project.
- If RHA is not able to secure additional funds for the Project, the scope will have to be reduced and/or the developer fee will have to significantly reduced and reallocated to other project line items.

Upcoming Milestones

- RHA staff will bring Plenum's final GMP and construction contract for Board approval at the August Board meeting.
- Resident meetings will be held in early October and HTH relocation consulting will begin the same month. Temporary relocation will begin in November.
- Secure additional funding or revise project scope/budget.

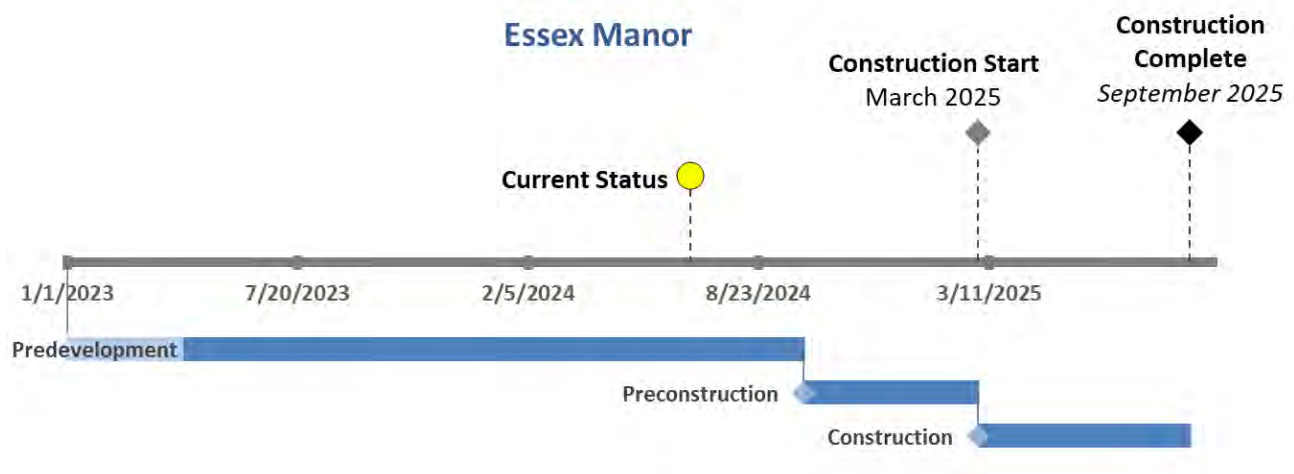
Essex Manor

Q2 2024 Update

Project Info

- Current: \$1.5M Budget / Potential: \$2.5M
 - o Funding sources: HMNI, RHA Capital Funds
- 106 units
- Potential Scope: removal of existing swamp coolers and installation of mini-split heat pumps

Project Status



Project Updates

- Nevada Housing Division prefers to maintain Essex Manor's HMNI Award (\$1.5M).
- Development Department has been exploring multiple project scopes for the HMNI funds and believes that the best use of the funds would be to add \$1M in FY2025 Capital Funds to the project to allow for the removal of existing swamp coolers and installation of mini-split heat pumps. However, a final scope of work is still to be completed.
- This project would increase the quality of life for residents and would also reduce the cost and scope of work required in a larger scale rehab if/when Essex Manor is repositioned from the public housing portfolio.

Upcoming Milestones

- Finalize project scope of work, budget, and funding sources.

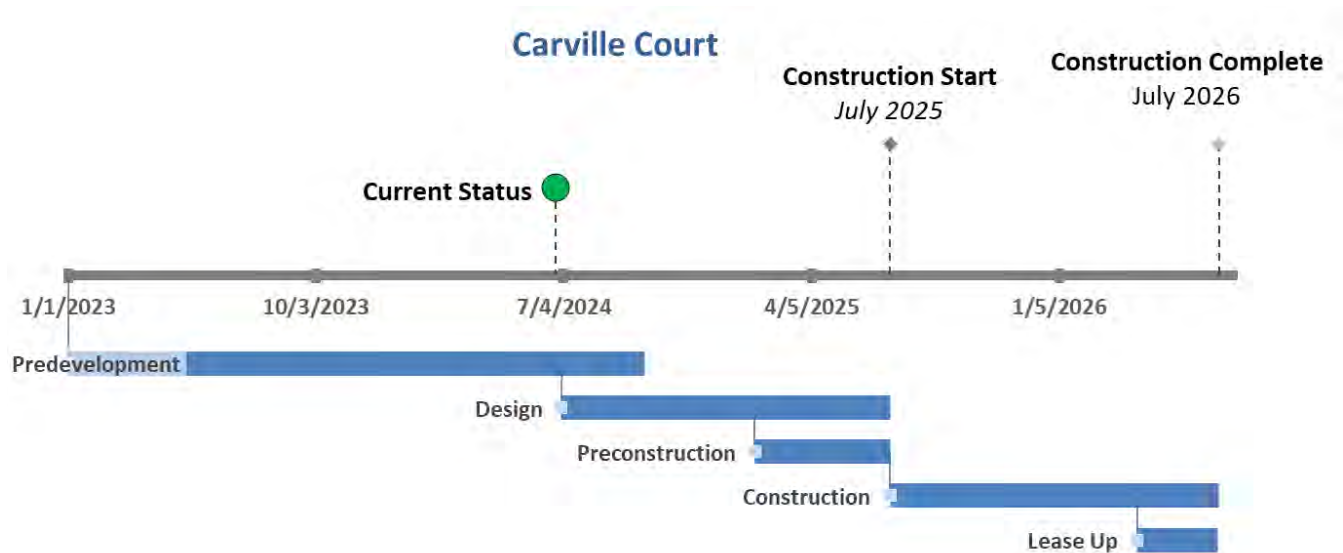
Carville Court

Q2 2024 Update

Project Info

- \$5.4M Budget
 - o Funding sources: HMNI, State HOME-ARP
- 11 units
- Demolition and redevelopment; supportive housing project

Project Status



Project Updates

- In April, project was awarded \$700,000 in HOME-ARP funds from the Nevada Housing Division.
- Based on current staff capacity and other project timelines, the development department has moved the construction timeline to July 2025.
 - o This provides adequate time to go through the entitlement process for reversion to acreage and for the design and permitting process.
- RHA has been in discussion with Washoe County to be a co-applicant on an application to the Nevada Supportive Housing Development Fund (established in 2023 by AB310). If awarded, these funds would support a case manager position at Washoe County that would provide intensive case management for the residents at the County's 50-unit supportive housing development at the Cares Campus (currently under construction) as well as Carville Court.

Upcoming Milestones

- Submit Nevada Supportive Housing Development Fund application.
- Request A&E proposal from H&K Architects to be brought to the Board for approval in July or August.
- Once A&E contract is executed, begin design phase.

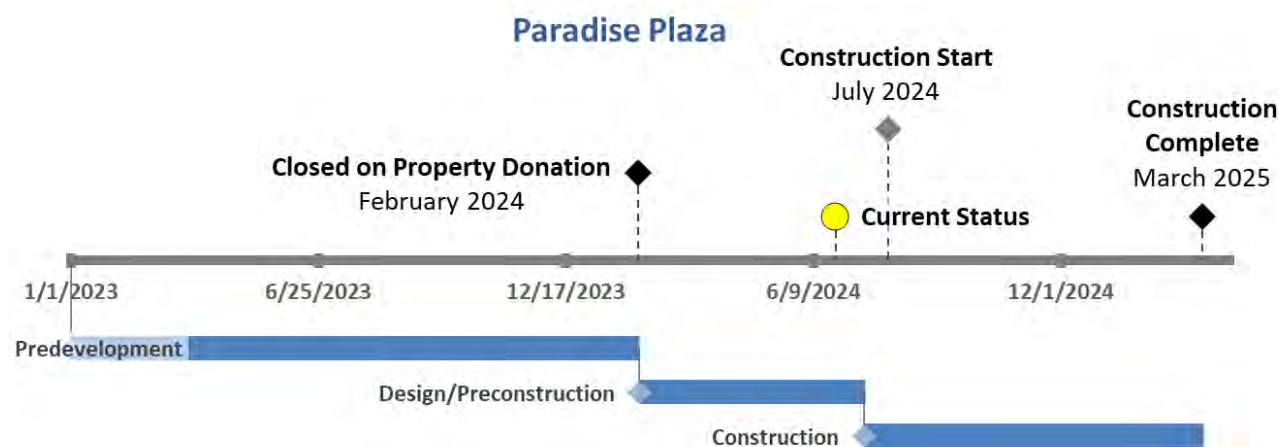
Paradise Plaza

Q2 2024 Update

Project Info

- Current: \$1.3M Budget
 - o Funding sources: RHA MTW Funds, Washoe County ARPA
- Commercial Rehab; Resident Services Hub

Project Status



Project Updates

- After conversation with RHA Board Chair, RHA is exploring potential partnerships that would allow for a significant expansion of project scope and budget. One potential partnership is with the State of Nevada's Department of Employment, Training, and Rehabilitation.
- RHA confirmed that Washoe County ARPA funds will be awarded in a lump sum rather than on a reimbursable basis. This gives RHA the flexibility to use the funds for pest mitigation and the scope of work required in the post-closing agreement with CIRE without beginning the full scope of work entailed in the \$1.3M budget.
- Pest mitigation and the scope of work required in the post-closing agreement with CIRE Work will begin in July. All other work is currently on hold until full scope of work is finalized.

Upcoming Milestones

- Pest mitigation and the scope of work required in the post-closing agreement with CIRE Work will begin in July.

Current Quarter

AD/S18 Con

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 13

June 25, 2024

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

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

In February 2023, RHA's Board of Commissioners adopted a rent policy for units owned by RHA that do not have rent restriction requirements based on funding used to acquire the units. Per this policy, rents for these units would be set at 80% of the Market Rent for like units in the same geographic area of Washoe County. Market rents are determined by RHA staff in March of each year for use in the upcoming fiscal year. After adopting RHA's rent policy, rent increases were implemented for all tenants in late FY23 through the beginning of FY24.

The table below provides the average monthly rent charged to tenants by fiscal year. The table also identifies the percentage of units within each complex with rents currently at rental rates set in the rent policy, as well as the fiscal year in which each complex is anticipated to be charging 80% of the market rent for 100% of the units.

Of note is the current trend in average rents across Washoe County. In late FY24, average rents across the collective Washoe County rental market decreased, although only minimally. This trend is expected to continue as the rental market appears to be leveling off.

Rent Policy Update June 2024

	Number of Units	FY23 Avg Monthly Rent Roll	FY24 Avg Monthly Rent Roll	FY25 Avg Monthly Rent Roll	Rent Revenue Increase Since Implementation	% of Tenants at rents based on Rent Policy	
Colonial Court	12	\$ 9,160	\$ 10,120	\$ 10,565	\$ 445	100%	N/A
Idlewild Townhomes	34	\$ 30,720	\$ 32,081	\$ 35,066	\$ 2,985	15%	100% by FY2027
Prater Way Apartments	16	\$ 14,130	\$ 15,915	\$ 15,438	\$ (477)	13%	100% by FY2027
Sarrazin Arms	58	\$ 39,440	\$ 40,945	\$ 44,247	\$ 3,302	73%	100% by FY2027
Ala Moana Apartments	156	\$ 124,645	\$ 129,161	\$ 139,006	\$ 9,845	0%	100% by FY2027
RHA Managed	241	\$ 215,601	\$ 249,224	\$ 287,042	\$ 37,818	30%	100% by FY2027
					\$ 53,918		

* RHA Rent Policy was adopted in February 2023. Rents reflected in FY23 reflect only partial-year rent increases.

* Market rents were determined in March 2024 for FY25 rent revenue projections.

* The decrease in overall revenue at Prater Way reflects anticipated tenancy turnover at the start of FY 25.

Staff recommendation: For discussion only.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 14

June 25, 2024

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

FROM: Executive Director

RECOMMENDATION: Discussion

Background:

At the Board's annual retreat on December 15, 2023, RHA's Board of Commissioners and its Executive Director adopted the below listed overarching goals for the agency. These high-level goals provide an overall direction for RHA and will help guide future programming and projects. Since that meeting, as discussed during the retreat, the executive and leadership teams met to determine interim goals that work to advance the selected overarching goals. These interim goals were subdivided into one-year goals, short-term goals that aim to be achieved within 24 months, and mid-term goals that will be pursued over the next three to five years. These interim goals also incorporate carry-over goals from calendar year 2023 as also directed by the Board at the retreat.

Adopted Goals

1. Increase the amount of affordable housing RHA provides.
2. Increase opportunities for clients to break the cycle of poverty.
3. Promote health and wellness for our residents.
4. Be an integral part of our community.
5. Make data driven decisions.

The attached sheet outlines the identified interim goals associated with each overarching goal, baselines for measurement where necessary, and required Board action(s), if any, to move items forward. The Executive Director will continue to track these items and use them to ensure a nexus with budgeted activities and allocation of staff time.

Staff recommendation: For discussion only.

Reno Housing Authority Board Goals

<div>One Year Goal - By 1/2025</div> <div>Short Term Goal - By 12/2026</div> <div>Mid Term Goal - By 12/2029</div>	Goals	Board Action Needed
Board Goal #1	Continue to increase the amount of affordable housing provided by RHA.	
Development of New Units		
One Year Goal	Have 27 units of new affordable housing constructed and ready to lease.	Continued Board Support for Railyard Flats and Dick Scott Manor
One Year Goal	Have closed on repositioning of Silverada Manor and Hawk View Apartments.	Continue Board Support for Silverada and Hawk View Redevelopment
Short Term Goal	Have 35 new units of affordable housing constructed and ready to lease.	Continued Board Support for Hawk View Redevelopment and Carville Court
Short Term Goal	Create a line of credit to assist with land acquisition & ensuring a pipeline of projects.	Board Resolution Approval to Procure
Mid Term Goal	Have 100 new units of affordable housing constructed and ready to lease.	Continued Board Support for Hawk View Redevelopment
Voucher Utilization		
One Year Goal	Obligate 125 HUD-VASH vouchers by issuance or execution of AHAP or HAP Contract.	Board approval of PBV Allocation
One Year Goal	Implement a dynamic database to track currently available units for lease by voucher holders.	Continued Board Support of MTW Plan
Short Term Goal	Increase landlord participation in the HCV program by 10 new landlords. (Baseline = 323 Landlords)	Ongoing Budget Approval by Board
Short Term Goal	Increase special purpose voucher utilization to 70%. (Baseline 65% or 445 out of 681)	Possible future PBV Approval by Board
Mid Term Goal	Increase special purpose voucher utilization to 80%. (Baseline 65% or 445 out of 681)	Possible future PBV Approval by Board
Mid Term Goal	Increase landlord participation in the HCV program by 35 new landlords. (Baseline = 323 Landlords)	Ongoing Budget Approval by Board
Other		
Mid Term Goal	Develop and implement 1 new non-traditional, locally based housing assistance program to expand housing choice for local residents.	MTW Plan Approval by Board
Board Goal #2	Increase opportunities for RHA residents and participants to break the cycle of poverty.	
One Year Goal	Raise at least \$20,000 in donations/grants to support Start Smart scholarships. (Baseline = Three RHA funded scholarships)	Continued 501(c)3 Board Support
One Year Goal	Increase Start Smart program participation by 20%. (Baseline=33 participants)	MTW Plan Approval & Ongoing Budget Approval by Board
Short Term Goal	Raise at least \$30,000 in donations/grants to support Start Smart scholarships. (Baseline = One RHA funded scholarship)	MTW Plan Approval & Ongoing Budget Approval by Board
Short Term Goal	Increase FSS participation by 25%. (Baseline = 88 participants)	Ongoing Budget Approval by Board
Short Term Goal	Increase Start Smart program completions by 25%. (Baseline = 6 of 39 participants)	Ongoing Budget Approval by Board
Mid Term Goal	Increase the number of residents/participants of RHA programs ready to access NHD & NRH Down Payment Assistance programs.	Ongoing Budget Approval by Board
Mid Term Goal	Have Start Smart funded 50% with external funding sources. (Budget Baseline = \$115,000)	Board Support with Donor Suggestions
Board Goal #3	Continue to promote health and wellness with RHA residents and participants.	
One Year Goal	Provide at least one (1) new health/wellness related workshop/activity for RHA's elderly/disabled residents each quarter.	Ongoing Budget Approval by Board
One Year Goal	Provide at least one (1) new multi-generational activity.	Ongoing Budget Approval by Board
Short Term Goal	Provide at least one (1) new youth recreation activity each quarter.	Ongoing Budget Approval by Board
Mid Term Goal	Offset at least 25% of the cost of new health/wellness programs with external funding.	Board Support with Donor Suggestions
Board Goal #4	Be an integral part of the community.	
One Year Goal	Increase RHA staff attendance to at least 9 community partner events per year. (Baseline = 6)	Ongoing Budget Approval by Board
One Year Goal	Create and release one (1) public service announcement about RHA programs, need for landlords, resident programs, etc.	Ongoing Budget Approval by Board
One Year Goal	Participate in creation of eviction diversion program through Washoe County courts.	N/A
Short Term Goal	Hold one (1) landlord/community partner appreciation event each year.	Ongoing Budget Approval by Board
Short Term Goal	Complete RHA rebranding.	Ongoing Direction & Budget Approval by Board
Mid Term Goal	Complete rehabilitation of Paradise Plaza and open to client.	Ongoing Board Support
Mid Term Goal	Work with Nevada Housing Coalition to advance legislation that supports very low-income families.	Board Approval of Lobbyist and Budget Approval by Board
Board Goal #5	Make data driven decisions.	
One Year Goal	Create a set of Development Principles to guide future development opportunities.	Board Feedback
One Year Goal	Finalize Board Financial reports.	Board Feedback
One Year Goal	Create repositioning strategy for remaining Public Housing sites.	Board Feedback
One Year Goal	Create and finalize a Development Board Report format for current development projects.	Board Feedback
Short Term Goal	Conduct needs assessment with current residents to determine future resident services programming/services.	Board Feedback
Short Term Goal	Create comprehensive system to track and evaluate indicators related to MTW initiatives.	Board Feedback
Short Term Goal	Create a system to ensure that changes in federal regulations and laws related to housing operations/programs/development are tracked and appropriately implemented by RHA.	N/A

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 15

June 25, 2024

SUBJECT: Additional Items. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Additional Items:

- a) Possible change in day/time of Board meetings (Discussion)
- b) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- c) Reports on conferences and trainings. (Discussion)
- d) Old and New Business. (Discussion)
- e) Request for Future Agenda Topics (Discussion)
- f) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, July 23, 2024, and Tuesday, August 27, 2024.
(For Possible Action)