

**SPECIAL MEETING
OF THE
HOUSING AUTHORITY OF THE CITY OF RENO
BOARD OF COMMISSIONERS**

MONDAY, DECEMBER 23, 2024

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 1

December 23, 2024

SUBJECT: Approval of the Agenda. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

The Agenda is attached on the following page.

**NOTICE OF SPECIAL 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: Monday, December 23, 2024

TIME: 8 a.m. (Approximately)

Virtual Link:

<https://zoom.us/j/93749462244?pwd=dO9eezIbkvyJVEDDg9c9RDQpZHR9Wk.1>

Dial In Number: +1 253 205 0468

Meeting ID: 937 4946 2244

Passcode: 144469

Members of the public are permitted to hear and observe the meeting, participate in the meeting by telephone or by the above provided link, and provide live public comment during the meeting using a remote technology system.

PLACE: Remote via Zoom and/or Telephonic Participation

Persons wishing to provide public comment may participate during the scheduled meeting by commenting telephonically or participation through the above provided link 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@renoaha.org. Written submission should be received by the Board on or before, December 20, 2024, by 5:00 p.m., in order to make such comment(s) available to members of the Board and the public.

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

AGENDA

- Call to order and roll call.
 - Introduction of guests.
 - First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.
1. Approval of agenda. (For Possible Action)
 2. Discussion and possible approval to modify the previously approved predevelopment loan from Hudson HT LP to Hawk View, LLC, Hawk View

Manager, LLC, and Brinshore Development, LLC for the Hawk View redevelopment project by increasing the loan from \$1,000,000 to \$2,000,000, extending the time on the loan, authorizing the Executive Director to complete all documents attendant hereto, and related matters. This item has no fiscal impact beyond that previously approved by the Agency. (For Possible Action)

3. 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.

4. Adjournment.

This meeting is accessible to the hearing impaired through the RHA TTY/TDD/voice phone line (385) 770-7166. Anyone with a disability, as defined by the Americans with Disabilities Act, requiring special assistance to participate in the meeting, may contact the Board of Commissioners at the following address, 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 December 18, 2024

Colleen Montgomery-Beltran

*By: Colleen Montgomery-Beltran
Executive Administrative Assistant*

4932-0905-2167, v. 1

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 2

December 23, 2024

SUBJECT: Discussion and possible approval to modify the previously approved predevelopment loan from Hudson HT LP to Hawk View, LLC, Hawk View Manager, LLC, and Brinshore Development, LLC for the Hawk View redevelopment project by increasing the loan from \$1,000,000 to \$2,000,000, extending the time on the loan, authorizing the Executive Director to complete all documents attendant hereto, and related matters. This item has no fiscal impact beyond that previously approved by the Agency. (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

In July 2024, the Board of Commissioners provided consent to a \$1,000,000 predevelopment loan from Hudson HT LP to Hawk View, LLC, and authorized the Executive Director to execute loan documents acknowledging the loan for RHA and Hawk View Manager, LLC. Proceeds from the loan were used to cover predevelopment expenses associated with the Hawk View redevelopment project. While Brinshore Development, LLC, was the guarantor for the loan, Hudson HT LP required RHA to acknowledge and approve the loan as it is a member of Hawk View Manager, LLC, the managing member entity of Hawk View, LLC. The managing member entity is a party to the loan.

Given the delay in financial closing until 2025, Brinshore Development, LLC, has requested an additional \$1,000,000 for an increased principal loan amount of \$2,000,000 for predevelopment activities. Hudson HT LP has agreed to the increase as well as an extension to the loan term until March 31, 2025. Brinshore Development, LLC, will remain the guarantor of the loan and the full amount will be repaid at financial closing, which is currently projected to occur by mid-January 2025.

Included with this report are the loan amendment and allonge to the promissory note that the Board may consent to and authorize RHA's Executive Director to execute.

Staff Recommendation:

Staff recommends that the Board of Commissioners consent to the Second Amendment to Loan Documents and associated allonge to the promissory for the predevelopment loan from Hudson HT LP to Hawk View LLC, increasing the principal amount from \$1,000,000 to \$2,000,000, and extending the term until March 31, 2025, and authorize RHA's Executive Director to execute the documents acknowledging the changes to the loan terms for RHA and Hawk View Manager, LLC.

SECOND AMENDMENT TO LOAN DOCUMENTS

This Second Amendment to Loan Documents (this “Amendment”) is made and entered into as of December 31, 2024, by and between (i) HUDSON HT LP, a Delaware limited partnership whose principal place of business is located at 630 Fifth Avenue, 28th Floor, New York, New York 10111 (“Lender”); (ii) HAWK VIEW, LLC, a Nevada limited liability company (“Borrower”); (iii) HAWK VIEW MANAGER, LLC, a Nevada limited liability company (“Managing Member”); and (iv) BRINSHORE DEVELOPMENT, L.L.C., an Illinois limited liability company (“Brinshore Developer” and the “Guarantor”).

Factual Background

A. Pursuant to that certain Pre-Equity Loan and Security Agreement (the “Loan Agreement”) dated as of August 13, 2024, executed by the parties hereto, Lender agreed to lend to Borrower the amount of up to \$1,000,000 (the “Loan”). The Loan is evidenced by a promissory note dated as of August 13, 2024 made by Borrower to the order of Lender in the original principal amount of \$1,000,000 (the “Note”). The Loan is also guaranteed by the Guarantor pursuant to that certain Unconditional Guaranty dated as of August 13, 2024 (the “Guaranty”), and together with the Loan Agreement and the Note, collectively, the “Loan Documents”).

B. Pursuant to that certain First Amendment to Loan Documents dated as of November 1, 2024, Lender needs to revise the benchmark interest rate applicable to the Loan.

C. Borrower is now requesting that Lender agree to increase the amount of the Loan by \$1,000,000, from \$1,000,000 to \$2,000,000 and extend the Maturity Date under the Loan Documents. Subject to the terms and conditions set forth in this Amendment, Lender is willing to make such modifications.

D. All capitalized terms used herein and not otherwise defined shall have the meanings set forth for them in the Loan Documents.

Agreement

Therefore, the parties hereto hereby agree as follows:

1. Reaffirmation of Loan Documents. Each of Borrower, Managing Member and Brinshore Developer reaffirm all of its obligations under the Loan Documents and Borrower acknowledges that it has no claims, offsets or defenses with respect to the payment of sums now or hereafter payable under the Loan Documents.

2. Principal Amount of Loan. The amount of the Loan is hereby amended to be TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00).

3. Amendment to the Note. Section 2 of the Note is hereby amended and restated in its entirety to read as follows:

Principal and accrued and unpaid interest shall be due in full on the earlier to occur of (i) the purchase of limited partnership or membership interests, as the case may be, in any operating entity which owns or controls that certain 150-unit multifamily apartment complex intended for rental to persons of low and moderate income, to be known as Hawk View Apartments, located in Reno, Nevada (the “Property”) by Payee, Hudson Housing Capital LLC, an affiliate thereof or any unrelated third party for the purpose of obtaining the benefit of the Low Income Housing Tax Credits generated by the Property and the receipt of a capital contribution for such purchase by such operating entity, (ii) the closing of a construction loan for the purpose of constructing the Property, or (iii) March 31, 2025 (such earlier date, the “Maturity Date”).

4. Conforming Changes. Each reference in the Loan Documents to the “Loan Documents” shall, effective upon the execution of this Amendment and the satisfaction of the conditions precedent set forth below, be deemed a reference to the Loan Documents as amended by this Amendment and shall include this Amendment.

5. Representations and Warranties. Borrower, Managing Member and Brinshore Developer, jointly and severally, represent and warrant to Lender as follows:

(a) Loan Documents. All representations and warranties made and given by Borrower, Managing Member and Brinshore Developer/Guarantor in the Loan Documents remain true, accurate and correct as of the date hereof.

(b) No Default. As of the date hereof, no Default has occurred and is continuing, and no event has occurred and is continuing which, with notice or the passage of time or both, would be a Default.

6. Incorporation. This Amendment shall form a part of each Loan Document, and all references to a given Loan Document shall mean that document as hereby modified.

7. No Prejudice; Reservation of Rights. This Amendment shall not prejudice any rights or remedies of Lender under the Loan Documents. Lender reserves, without limitation, all rights which it has against any indemnitor, guarantor, or endorser of the Loan Agreement.

8. No Impairment. Except as specifically hereby amended, the Loan Documents shall each remain unaffected by this Amendment and all such documents shall remain in full force and effect.

9. Integration. The Loan Documents, including this Amendment: (a) integrate all the terms and conditions mentioned in or incidental to the Loan Documents; (b)

supersede all oral negotiations and prior and other writings with respect to their subject matter; and (c) are intended by the parties as the final expression of the agreement with respect to the terms and conditions set forth in those documents and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, conditions and provisions of this Amendment and those of any other agreement or instrument, including any of the other Loan Documents, the terms, conditions and provisions of this Amendment shall prevail.

10. Miscellaneous. This Amendment and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Amendment or any of the other Loan Documents to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents. This Amendment shall be governed by the laws of the State of Nevada, without regard to the choice of law rules of that State. As used here, the word “include(s)” means “includes(s), without limitation,” and the word “including” means “including, but not limited to.”

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Loan Documents as of the date first set forth above.

LENDER:

HUDSON HT LP

By: HUDSON HT GP LLC,
its General Partner

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

[Signatures continued on following page]

SIGNATURE PAGE TO SECOND AMENDMENT TO LOAN DOCUMENTS

BORROWER:

HAWK VIEW, LLC,
a Nevada limited liability company

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

Its: Managing Member

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

Its: Manager

By: Brint Development, Inc.,
an Illinois corporation

Its: Member

By: _____
Name: David Brint
Title: President

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

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

By: _____
Name: Hilary Lopez
Title: Executive Director

[Signatures continued on following page]

SIGNATURE PAGE TO SECOND AMENDMENT TO LOAN DOCUMENTS

MANAGING MEMBER:

HAWK VIEW MANAGER, LLC,
a Nevada limited liability company

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

Its: Manager

By: Brint Development, Inc.,
an Illinois corporation

Its: Member

By: _____

Name: David Brint

Title: President

By: Housing Authority of the City of Reno

Its: Member

By: _____

Name: Hilary Lopz

Title: Executive Director

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

ALLONGE TO PROMISSORY NOTE

This Allonge is made a part of and attached to that certain Promissory Note, dated as of August 13, 2024, made by HAWK VIEW LLC (the "Maker") and payable to the order of HUDSON HT LP (the "Payee"), in the original principal amount of \$1,000,000 (the "Original Note").

Pursuant to that certain First Amendment to Loan Documents dated on or about the date hereof, the Payee has agreed to increase the principal amount of the loan evidenced by the Original Note to \$2,000,000.

Accordingly, the Maker hereby acknowledges and agrees that all references in the Original Note to "\$1,000,000" and "One Million and 00/100 Dollars (\$1,000,000.00)" are hereby replaced with references to "\$1,000,000" and "Two Million and 00/100 Dollars (\$2,000,000.00)," respectively.

Except as expressly set forth herein, the Original Note remains unchanged and is hereby ratified and confirmed to be and remain in full force and effect.

Executed as a sealed instrument as of December 31, 2024.

BORROWER:

HAWK VIEW, LLC,
a Nevada limited liability company

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

Its: Managing Member

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

Its: Manager

By: Brint Development, Inc.,
an Illinois corporation

Its: Member

By: _____
Name: David Brint
Title: President

[Signatures Continue on Following Page]

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

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

By: _____
Name: Hilary Lopez
Title: Executive Director