

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 1

August 26, 2025

SUBJECT: Approval of the Agenda.

FROM: Executive Director

RECOMMENDATION: For Possible Action

The agenda can be found on the following page.

**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, August 26, 2025
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, August 22, 2025, 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.
1. Approval of agenda. (For Possible Action)
 2. Approval of the minutes of the Regular and Closed Session Board Meetings held on July 22, 2025. (For Possible Action)
 3. Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.)
 - A. Discussion and possible adoption of Resolution 25-08-01 RH updating RHA authorized bank signatures. (For Possible Action)
 4. Commissioner Reports. (Discussion)

5. Executive Director/Secretary's Report. (Discussion)
 - A. Update on Agency activities
 - B. Update on Rental Assistance Voucher Programs / Asset Management
 - C. Update on Workforce Development, Elderly Services, and Youth activities
 - D. Update on Government & 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
(Discussion)
6. Discussion and possible action to authorize the Executive Director to execute the Master Developer Agreement, Assignment and Assumption of Declaration of Restrictive Covenants, and Assignment and Assumption of Grant Agreement with the City of Sparks to develop the property at 2026 I Street, Sparks, Nevada 89431. (For Possible Action)
7. Discussion and possible action to approve, approve with conditions, continue, or deny a draft Joint Resolution between RHA, Washoe County, the City of Reno, and the City of Sparks, to amend the governance structure of RHA to be consistent with the spirit and intent of Assembly Bill 103. Possible action may include authorization for the Executive Director of RHA to distribute the draft Joint Resolution to the Cities of Reno and Sparks and to Washoe County for review, comment, and possible adoption. The draft Joint Resolution will only be effective upon adoption by all entities listed above. (For Possible Action)
8. Discussion and possible action to accept \$1,732,161.33 under the National Housing Trust Fund Program from the Nevada Housing Division for the Carville Court Redevelopment Project and authorize the Executive Director to execute funding agreements. (For Possible Action)

Closed Session

9. The Board may convene in closed session regarding the negotiation of a possible contract under which RHA may accept the onus and benefit of property management services for up to 50 units of housing at the Washoe County Cares Campus. The Board may not accept a negotiated contract therefor, or take any action whatsoever in closed session, until such matter is agendaized for possible action at an open meeting of the Board. (Discussion Only)

Reconvene Open Session

10. Presentation and progress update on CY25 Board Goals relating to the Rental Assistance Department. (Discussion)
11. Annual Open Meeting Law Training by Ryan Russell of Allison MacKenzie. (Discussion)
12. Additional Items:
 - a) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
 - b) Reports on conferences and training. (Discussion)

- c) Old and New Business. (Discussion)
 - d) Request for Future Agenda Topics (Discussion)
 - e) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, September 23, 2025, and Tuesday, October 28, 2025. (For Possible Action)
13. 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.
14. 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 August 21, 2025

Colleen Montgomery-Beltran

*By: Colleen Montgomery-Beltran
Executive Administrative Assistant*

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 2

August 26, 2025

SUBJECT: Approval of the minutes of the Regular and Closed Session Board Meetings held on July 22, 2025.

FROM: Executive Director

RECOMMENDATION: For Possible Action

Meeting minutes can be found on the following pages.

**MINUTES OF THE REGULAR MEETING
HOUSING AUTHORITY OF THE CITY OF RENO
BOARD OF COMMISSIONERS
July 22, 2025**

The meeting of the Board of Commissioners of the Housing Authority of the City of Reno (Agency) was called to order by Madame Chair Taylor at 12:00pm on Tuesday, July 22, 2025, in the Agency's Boardroom.

Commissioners Present

Kathleen Taylor, Madame Chair
Dave Aiazzi, Vice Chair
Mark Sullivan, Commissioner (on Zoom)
Miguel Martinez, Commissioner

Commissioners Absent

Dejanae Solley, Commissioner

Staff Present

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

Staff Present (continued)

Shwin Prasad, Director of Finance
Jerri W. Conrad, Government & Public Affairs Manager
Brenda Freestone, WAHC Coordinator
Colleen M. Beltran, Executive Administrative Assistant

Ryan Russell, Legal Counsel

Others Present

Farrah Downey, Director, Be Who You Needed

Elaine Wiseman, City of Reno

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

- **Call to order and roll call.**

Madame Chair Taylor called the meeting to order at 12:00pm. The Secretary/Treasurer, Dr. Hilary Lopez, performed the roll call.

- **Introduction of guests.**

Farrah Downey, Director of Be Who You Needed

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

Ms. Farrah Downey expressed her gratitude for the support she has received from Reno Housing Authority and suggested that perhaps she and RHA can work together again in the future.

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

Vice Chair Aiazzi motioned to approve the agenda as presented. Commissioner Martinez seconded the motion. Acknowledging the motion and the second, Madame Chair Taylor called for the vote. With 4 ayes, no nays, Madame Chair Taylor declared the motion carried unanimously.

- 2. Approval of the minutes of the Regular and Closed Session Board Meetings held on June 24, 2025. (For Possible Action)**

Commissioner Martinez motioned to approve the minutes. Vice Chair Aiazzi seconded the motion. Hearing no questions or comments, Madame Chair Taylor called for the vote. With 4 ayes and no nays, Madame Chair Taylor declared the motion carried unanimously.

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

- A. Discussion and possible adoption of Resolution 25-07-01 RH authorizing the write-off of tenant accounts receivable for the Section 8 Rental Assistance Programs. (For Possible Action)**

- B. Discussion and possible adoption of Resolution 25-07-02 RH authorizing the write-off of landlord accounts receivable for the Section 8 Rental Assistance Programs. (For Possible Action)**

- C. Discussion and possible adoption of Resolution 25-07-03 RH authorizing the write-off of vacated tenant account receivables for the Low-Rent Public Housing Program. (For Possible Action)**
- D. Discussion and possible adoption of Resolution 25-07-04 RH authorizing the write-off of vacated tenant account receivables for the unaided properties. (For Possible Action)**
- E. Discussion and possible adoption of Resolution 25-07-05 RH approving project-basing up to 4 Foster Youth to Independence (FYI) vouchers. (For Possible Action)**
- F. Discussion and possible adoption of Resolution 25-07-06 approving closeout of FY 2020 US Department of Housing and Urban Development (HUD) Capital Fund Program (CFP). (For Possible Action)**
- G. Discussion and possible adoption of Resolution 25-07-07 approving closeout of FY 2021 US Department of Housing and Urban Development (HUD) Capital Fund Program (CFP). (For Possible Action)**
- H. Discussion and possible adoption of Resolution 25-07-08 approving closeout of FY 2022 US Department of Housing and Urban Development (HUD) Capital Fund Program (CFP). (For Possible Action)**

After RHA's Director of Rental Assistance, Jamie Newfelt and RHA's Director of Asset Management, Kristin Scott, answered Commissioner Sullivan's and Madame Chair Taylor's questions on items A and D, Vice Chair Aiazzi moved to approve the consent agenda. Commissioner Martinez seconded the motion. Hearing no further questions or discussion, Madame Chair Taylor requested the vote. With 4 ayes and no nays, Madame Chair Taylor declared the motion carried.

4. Commissioner Reports. (Discussion)

The commissioners had no reports to present.

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

RHA Executive Director, Dr. Hilary Lopez, referencing the full report of agency activities in the packet, highlighted items of interest regarding RHA's activities and programs.

After much discussion among the commissioners and staff and comments from Elaine Wiseman from the City of Reno, Housing and Neighborhood Development, the group moved on to item 6 of the agenda.

This was a discussion item. No action was taken.

6. Discussion and possible action to closeout RHA's Emergency Eviction Prevention program contracts with Emergency Eviction Prevention Program of Nevada and Volunteers of America (For Possible Action)

Discussion took place and clarifications were given among RHA staff and commissioners. Elaine Wiseman of the City of Reno assured the group that the City of Reno is prepared to receive direct referrals from RHA. Vice chair Aiazzi moved to approve item 6. Commissioner Martinez seconded the motion. Hearing no further comments or questions, Madame Chair Taylor called for the vote. 4 were in favor, with no objections. Madame Chair Taylor declared the motion carried.

7. Discussion and possible action to adopt via Resolution 25-07-09 RH compensation for each commissioner in an amount not more than \$250 for each meeting of the authority attended as allowed under Assembly Bill 103 as approved and enrolled in the 83rd State of Nevada legislative session

Vice Chair Aiazzi motioned to approve the adoption of Resolution 25-07-09 RH with specific modifications that allows the commissioner appointed to represent households currently receiving services from RHA to receive no more than \$250 per meeting attended, at their discretion, and all other commissioners would receive \$0 per meeting. Commissioner Sullivan seconded the motion. Hearing no further questions, Madame Chair Taylor called for the vote. All 4 were in favor, with no nays. Madame Chair Taylor declared the motion carried.

8. Discussion and possible action regarding implementation of Sec. 3 of Assembly Bill 103 as approved and enrolled in the 83rd State of Nevada legislative session. (For Possible Action)

Madame Chair Taylor motioned to direct RHA's Executive Director to continue to work with the other agencies towards a clean resolution to address the issue set forth in AB 103 as presented, and work with the council to draft a proposed Interlocal Resolution. Commissioner Sullivan seconded the motion. After additional comments, Madame Chair called for the vote. With 4 ayes and no nays, Madame Chair Taylor declared the motion carried.

It was decided among the commissioners that item 11 would be presented before moving on to the closed session, and then address item 10 and the remaining items after the meeting reconvened to open session.

Closed Session

9. The Board may convene in closed session to receive information from its counsel regarding actual, potential, or threatened litigation, and discuss the same and strategy. The Board may also receive an update regarding RHA's legal position(s), obligations, and options in relation to such matters. No action will be taken in closed session.

- Legal information from RHA general counsel regarding actual, potential, or threatened litigation.

No action was taken on this item.

Reconvene Open Session

10. Discussion and possible action to approve, approve with conditions, continue, or deny a resolution to delegate authority reflected in NRS 241.0357 to RHA's Executive Director in regard to prosecuting and defending litigation matters related to common area issues at 548 Smithridge Park, Reno, APN 025-180-26, with Townhouse South Association, Inc. (For Possible Action)

Commissioner Sullivan motioned to resolve to delegate authority reflected in NRS 241.0357 to RHA's executive director in regard to prosecuting and defending litigation matters related to common area issues at 548, Smith Ridge Park, Reno, APN, 025-180-26, with townhouse South Association, Inc. Vice Chair Aiazzi seconded the motion. Hearing no further discussion, Madame Chair Taylor called for the vote. With 4 ayes and no nays, Madame Chair Taylor declared the motion carried.

11. Presentation and discussion of findings from the 2025 Resident Needs Assessment report

This item was presented before the meeting moved to closed session.

RHA's Policy and Planning Analyst, Zoey Swisher, presented the findings from the 2025 Resident Needs Assessment report and answered questions from the commissioners.

12. Additional Items:

- a) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)**
- b) Reports on conferences and trainings. (Discussion)**
- c) Old and New Business. (Discussion)**
- d) Request for Future Agenda Topics (Discussion)**
- e) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, August 26, 2025, and Tuesday, September 23, 2025. (For Possible Action)**

No action was taken on these items.

13. 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.

There were no public comments.

14. Adjournment.

Madame Chair Taylor declared the meeting adjourned at 2:17pm.

July 22, 2025, Closed Session Meeting Minutes are presented separately.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 3

August 26, 2025

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.)

A. Discussion and possible adoption of Resolution 25-08-01 RH updating RHA authorized bank signatures.

FROM: Executive Director

RECOMMENDATION: For Possible Action

A. Discussion and possible adoption of Resolution 25-08-01 RH updating RHA authorized bank signatures. (For Possible Action)

Background:

Given recent internal staffing changes, revisions to RHA's staff and Board member check signing authority are needed and must be updated with the Bank. RHA's new Deputy Executive Director, JD Klippenstein, will replace Jamie Newfelt, Director of Rental Assistance, as an approved Category 2 signer. Other signers remain the same.

Check signing authority will be updated as follows:

Category 1:

Hilary Lopez, Ph.D.
Heidi McKendree
Kathleen Taylor

Category 2:

Ashwini Prasad
JD Klippenstein
Dave Aiazzi

Staff Recommendation and Motion:

Staff recommend the Board motion to approve the revision to RHA's check signing authority schedule as presented.

HOUSING AUTHORITY OF THE CITY OF RENO
RESOLUTION **25-08-01 RH**

A RESOLUTION REVISING THE AUTHORITY'S CHECK SIGNATURE
AUTHORIZATION POLICY

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

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

WHEREAS, amending signatories of the Authority is necessary when Board of Commissioner and/or staff positions change, and

WHEREAS, RHA Deputy Executive Director, JD Klippenstein, hereby replaces Director of Rental Assistance, Jamie Newfelt, as a signatory in Category 2;

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

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

Category 1:

Executive Director – Hilary Lopez, Ph.D.
Deputy Executive Director - Heidi McKendree
Chair – Kathleen Taylor

Category 2:

Director of Finance – Ashwini Prasad
Deputy Executive Director – JD Klippenstein
Vice Chairman – Dave Aiazzi

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

ADOPTED THIS 26th DAY OF August, 2025.

ATTEST:

CHAIRPERSON

SECRETARY

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 4

August 26, 2025

SUBJECT: Commissioner Reports

FROM: Executive Director

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 5

August 26, 2025

SUBJECT: Executive Director/Secretary's Report.

FROM: Executive Director

RECOMMENDATION: Discussion

A. Update on Agency Activities

- RHA was awarded a National Association of Housing and Redevelopment Officials (NAHRO) Community Innovation Award (previously the NAHRO Award of Merit program) for its Dick Scott Manor development. The Community Innovation Awards give national recognition to awarded projects and showcase best practices in housing and community development. Additionally, Dick Scott Manor is also a candidate for NAHRO's Award of Excellence. Award of Excellence winners will be announced in September as part of NAHRO's national conference. RHA's Executive Director and Government and Public Affairs Manager will attend the conference to accept the Community Innovation Award and learn if Dick Scott Manor also wins the Award of Excellence.
- RHA's Director of Rental Assistance, Jamie Newfelt, has been nominated for the regional NAHRO Board of Directors. In this role, she would help plan the regional NAHRO conference, represent RHA and Nevada, and provide information on current housing issues and input on potential solutions. Jamie will be notified of her appointment later in August.
- The Executive Director attended the Nevada Housing Division's 50th Anniversary celebration on August 20th. As part of the celebration, Governor Lombardo ceremoniously signed Assembly Bill 540, the Nevada Affordable and Attainable Housing Act.
- RHA's Director of Rental Assistance and one of RHA's Housing Specialists attended the US Department of Veterans Affairs (VA) Surge event on July 30, 2025. Locally, RHA staff worked with 8 veterans – 2 who were able to be housed that day, 4 who completed their intake and briefing (2 of which also applied for units that day), and 2 more who were located and identified but weren't able to complete the intake process before the end of the event. For the 6 unsheltered veterans staff saw that were not moved into a permanent unit that day, they were connected with transitional/emergency housing to get them temporary shelter until permanent housing is secured. VA staff shared that the Reno Surge was the only VA/PHA partnership to move veterans into permanent housing that day.
- RHA's Deputy Executive Director, Heidi McKendree, was a panelist at Opportunity Alliance of Nevada's Brown Bag Lunch. She provided information on RHA's rental assistance and public housing programs as well as related items. The audience included staff from stakeholder groups and local nonprofit organizations.
- The Executive Director and Government and Public Affairs Manager met with the leadership team at RennerVation to discuss mutual areas of focus and learn more about each other's programs. These focus areas include assistance to those aging out of foster care and other youth programming. Staff will continue discussions to determine potential opportunities for collaboration.

- The Executive Director and Government and Public Affairs Manager met with the Executive Director of Nevada Women's Fund to discuss mutual areas of focus and learn more about each other's programs. These focus areas include workforce development and educational opportunities. Staff is attending the Fund's Workforce Ready Scholarship Fund launch meeting in September.
- HUD recently released several PIH notices, including PIH Notice 2025-20, which make changes to the Capital Fund Program. The changes primarily impact financial reporting, what sources constitute program income, and the use of program income. Notably, tenant rent will now be considered program income and must be used prior to drawing additional capital funds. Industry groups believe these changes will negatively impact Public Housing Authorities by creating timing of funds issues which could delay capital repairs. There is also concern that the required tracking and reporting will result in the need for additional finance staff. Staff is working through the notices and working with Nan McKay, RHA's finance consultant, to better understand the implications of the changes and what may be needed internally for compliance.
- The Executive Director will be attending the PHADA Board of Trustees Retreat and Legislative Conference in September. This conference will provide an opportunity to hear more about proposed federal changes to housing programs and exchange information with other housing authority staff.
- RHA hosted a community meeting at its Reno Avenue site. The meeting provided an opportunity for neighbors to learn more about RHA, its current use of the facility, and proposed development plans. More information on this meeting is included in the Public Affairs update.
- RHA hosted an elected officials tour on August 15, 2025. Two officials joined the tour, one City of Reno councilmember and a representative from the Governor's office. More information on the tour is included in the Public Affairs update.

B. Rental Assistance Voucher Programs/Asset Management

Rental Assistance

Voucher Type	Total Voucher Baseline	Vouchers Leased as of 8/14/25	Percent Leased	Vouchers Issued Not Yet Leased
Housing Choice Voucher	2,638	2,274	86%	56
VASH	498	416	84%	34
VASH – pending PBV awards	95	0	0%	0
EHV	106	104	98%	2
FYI	15	10	67%	2

Number HQS Inspections Conducted	July 2025	271
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Homeless Prevention Program

Total Funding Awarded	Total Assistance Approved as of 8/1/25	Number of Households Approved as of 8/1/25	Percent Funding Spent
\$155,027.87	\$0	0	0%

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 some of our HCV's to assist special populations obtain housing. Of the total 294 PBV units, 102 are assigned to RHA-owned properties.

Lease-Up Expectations:

Although our total voucher allocation is 2703, HUD has set the agency's leasing expectation at 2638 (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 2703 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, including 52 additional vouchers as of 6/1/25. 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 four local agencies (Catholic Charities, 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.

Lease-Up Expectations:

HUD allows RHA to cumulatively lease to the 137 vouchers that were originally allocated. 31 vouchers were previously leased and moved off and have been removed from the baseline, leaving 106 vouchers available.

Foster Youth to Independence Vouchers (FYI)

Description:

Vouchers 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 continues to focus on weed control by spraying and pulling weeds around the sites during the cooler morning hours. They have also been busy turning units as each phase of rehabilitation finishes to prepare them for the next phase of resident relocation.

During the month of July, the maintenance team completed the lead-based paint repairs needed at Tom Sawyer and will finish all required repairs at Mineral Manor in August. Once the repairs are finalized at both sites the required documentation will be finalized and retained for HUD verification in the future. Maintenance also completed the required backflow testing across all sites and submitted the necessary documentation to TMWA.

- Management has been busy coordinating the 1st and 2nd phase moves at the Stead Manor Complex and has started mapping out the 1st and 2nd phase moves for Silverada. As each phase of the Silverada rehabilitation is completed the residents who will be moving into their permanent unit will have to be recertified prior to moving for the tax credit to be claimed. Management has started the process of recertifying the 40 residents who will move into the 1st phase.
- Management also had its first Willie J. Wynn Low Income Housing Tax Credit Audit and received the closure notice indicating that we are following the Use Agreement and/or LIHTC Compliance and Monitoring Procedures. Shortly after that audit was completed staff received notice that Yorkshire Terrace will be audited by the Washoe County Home Consortium in August. Staff have started preparing the required documentation needed for that audit.
- Public Housing ended the month of March with 74 vacancies for an overall occupancy rate of 85.43% across all sites. Out of the 74 vacancies that remain, 28 of them are being used by residents of Stead, McGraw, and Silver Sage who have been temporarily relocated while rehabilitation is being completed in their units. The last phase of McGraw/Silver Sage is the largest phase which has resulted in an increase in overall vacancies. Many of the other vacant units are within the properties that are undergoing rehabilitation where we will not lease them back up until construction is completed.

C. Update on Resident Services

Senior Services

- **Golden Groceries Food Pantry at Tom Sawyer**
Held on July 3rd and July 17th, serving 63 and 42 clients, with an additional 5 home deliveries to residents unable to attend in person.
- **Produce Drop-offs at Willie J. Wynn by Reno Food Systems**
Held weekly on July 1st, 8th, 15th, 22nd, and 29th, supporting food security and healthy eating among seniors in partnership with Reno Food Systems.
- **Tom Sawyer & Silverada Resident Council Fourth of July Event – July 3rd**
The Tom Sawyer and Silverada Resident Councils partnered to host a Fourth of July BBQ and community gathering at Tom Sawyer, with **65 residents participating**. The celebration featured fresh produce from the community garden and provided an opportunity for residents to learn about the Golden Groceries Food Pantry and how to access its services.
- **Resident Council Activities** Resident Councils across RHA communities continued to meet throughout July. Councils are actively planning future events designed to strengthen community connections, promote resident engagement, and support local initiatives.

- **Get Creative with Greens Workshop – July 8th at Tom Sawyer**

A nutrition-focused workshop with 14 participants learning creative and healthy ways to prepare leafy greens from fresh produce.

- **Young at Heart Dance Class at Willie J. Wynn – July 1st, 8th, 15th, 22nd, 29th**

Weekly sessions promoting physical activity, social connection, and well-being among seniors. Attendance ranged from 3 to 7 participants per session.

- **Community Garden Harvest-Paradise Park**

The Paradise Park community garden, run by RHA residents, thrived throughout July, producing kale, spinach, tomatoes, yellow onions, cucumbers, collard greens, lettuce, chili peppers, and bell peppers, with harvests averaging 10–15 pounds each. All harvested produce is donated to the Golden Groceries Food Pantry and is often featured at Resident Council events, giving residents the opportunity to enjoy fresh, locally grown food. Beyond its nutritional benefits, the garden is a valued space where residents water plants, tend the beds, and connect with neighbors, fostering community engagement and a sense of ownership.

Workforce Development & Family Self-Sufficiency (FSS) Program

Workshops and Events

- **Time Management Workshop – July 9th**

Hosted by Charity Carpenter of Fostered Connection, with 7 participants (including 2 non-FSS). This interactive session guided participants through practical strategies for organizing their day, setting priorities, and balancing personal and professional responsibilities.

- **Identity Theft Workshop– Session II**

Scheduled for July 30th but postponed to August 20th due to the Back-to-School event.

Youth Programs

Start Smart Program

- **Summer Camp – June through August**

Ongoing program emphasizing leadership, environmental science, and teamwork, with transportation and gas card support provided.

- **Student Incentive Program (SIP) – July 22nd**

The Student Incentive Program (SIP) recognizes and celebrates RHA students in grades 1–12 for their academic success, consistent attendance, and positive behavior. 46 report cards were submitted, with 28 students earning a combined 61 raffle tickets for prizes including Chromebooks, Echo Dot Kids, and gift cards. The celebration welcomed 30 attendees, among them 1 FSS participant and 2 Start Smart students.

The event featured interactive learning games and an affirmation wall where students posted encouraging messages for their peers. Community partners enriched the day with valuable resources: Truckee Meadows Community College, Washoe County Library, Health

Plan of Nevada, and Spread the Word Nevada, which provided every student with an age-appropriate book.

- **Back to School at Traner Middle School – July 30th**

Resident Services participated in the Back to School event at Traner Middle School, serving 82 families and 242 youth in total. Among these were 40 RHA families with 123 RHA youth, including 21 FSS participants and 10 Start Smart youth.

The event provided backpacks, school supplies, and partner resources to help students prepare for the new school year. Community partners included Black Wall Street, the U.S. Air Force, Safe Place, a local barber shop offering free haircut vouchers, Community Health Alliance, Molina Healthcare, and Health Plan of Nevada. These partners offered information, health resources, and services that promoted student well-being and family support heading into the school year.

Community Engagement

- Continued partnership with Reno Food Systems for weekly produce deliveries to seniors.
- **TMCC's EPIC (Educational Programs Inspiring the Community)** Met with TMCC EPIC Director, Fayth Ross, to discuss launching a computer class for FSS participants and seniors, including certification opportunities in Medical Assisting, Data Analysis, Pharmacy Tech, and Social Media. TMCC's EPIC (Educational Programs Inspiring the Community) is a continuing education program that offers short-term, non-credit courses designed to build job skills, enhance personal development, and provide industry-recognized certifications.
- **Connected with the Association of General Contractors of Nevada** to explore partnership opportunities, including a hands-on construction industry tour for RHA residents. The tour would introduce participants to a variety of trades, career pathways, and apprenticeship opportunities within the construction sector. Residents would have the chance to interact with industry professionals, see projects in progress, and learn about the skills, training, and certifications needed to enter this high-demand field.
- **Communities In Schools Back-to-School Training** Communities In Schools (CIS) of Nevada – Western Region partners with schools in Washoe County to provide wraparound services that address both academic and non-academic barriers to student success. CIS hosted a back-to-school training at Reno Avenue, where RHA staff presented on Resident Services programs and explored partnership opportunities. The session focused on aligning efforts to connect RHA youth and families with in-school supports and community resources for the upcoming school year.
- **Meeting with Washoe County School District** met with representatives from the Washoe County School District to discuss strengthening our partnership. The conversation included exploring the potential involvement of Family Resource Center directors, the Truancy Department, and school district truancy officers. These collaborations aim to improve student attendance, connect families to essential resources, and enhance support for RHA youth across the district.

- **Redefining Resident Services – Workshop Series (Part 3 of 5)**

Staff participated in the third session of the five-part “Redefining Resident Services” workshop series. Building on the visioning and needs assessment work completed in June, this session focused on translating identified priorities into actionable strategies. Staff began mapping current programs against resident needs, identifying gaps in services, and exploring opportunities for greater integration between youth, senior, and workforce initiatives. The session also emphasized the importance of measurable outcomes and data-informed decision-making, reinforcing our ongoing deep dive into programming to ensure services are intentional, equitable, and impactful.

Upcoming Events

- **Healthy Pasta Ideas Workshop at Tom Sawyer** – August 5th
- **Energy In, Energy Out Workshop at Willie J. Wynn** – August 12th
- **Silverada Resident Council Meeting** – August 13th
- **Tom Sawyer Resident Council Labor Day Workshop** – August 14th
- **Stress Management Workshop** – August 6th
- **Identity Theft Workshop (Rescheduled)** – August 20th
- **Sound Mind Health Walk** – September 2025 (tentative)
- **Technology and IT Certification Program Launch** – October 1st
- **Northern Nevada Apprentices – Facility Tours** – November 5th

D. Update on Government & Public Affairs Activities

- The Reno Ave. neighborhood meeting took place on July 30 with 30 attendees. Executive Director Dr. Hilary Lopez facilitated questions after presentations from Resident Services Department Director, Jeremy Stocking, and Deputy Executive Director, JD Klippenstein. Vice Chair Aiazzi also attended and participated in the discussion. Many attendees expressed various concerns about the future development, including parking, traffic, number of units, aesthetics. RHA will host another neighborhood meeting in late 2025 to share design concepts and is in the process of creating a webpage to provide a centralized site for information on the development.
- The “Opportunity Knocks at RHA” tour for regional elected officials took place on Aug. 7. Attendees toured a newly rehabbed McGraw Court unit and attended the Golden Market and visited with participating senior, toured the Resident Services Department temporary location at Reno Ave. and discussed the department’s programming. Finally, while at Reno Ave. there was a site tour where attendees asked questions about current events and what is to come.
- RHA will host a landlord appreciation event on Thursday, September 25, 2025. This is the first year of the event. As part of the event, RHA staff will provide updates on the housing choice voucher program, review results from its recent landlord survey, and distribute awards for various categories of service to our community.

E. Update on Development Department Activities

Silverada Manor

- Demolition of training center complete.
- Drywall installed and textured.
- Original siding removed.
- Phase 1 scheduled to be complete early October.
- Relocation planning for Phase 1/ Phase 2 turnover on track to be completed late September.

The Village at Hawk View

- Foundations installed for Buildings 1 and 2.
- Site work continues throughout rest of site.
- Project to be delivered in 2 phases. Phase 1 scheduled to be complete in October 2026 and Phase 2 in July 2027.

Stead Manor

- Phase 1 construction completed July 23rd.
- Relocation for the Phase 1/Phase 2 turnover completed August 4th.
- Phase 2 construction started August 7th.
- Interior demolition and abatement for buildings in phase 2 on track to be completed in mid-September.
- Project on track to be completed in July 2026.

McGraw Court/Silver Sage Court

- Phase 3 construction is near 75% completion and on track to be completed by early September.
- Phase 3 relocation will be completed by mid-September and project will be closed out in October.
- Silver Sage closeout completed in August.

Carville Court

- CORE completed a thorough budget exercise that helped to determine that a 15-unit concept is more financially feasible.
- Development Department gave direction to H+K to move into schematic design on the 15-unit concept.
- Schematic designs and budgets are expected to be complete by late August.
- Development Department submitted a CoC Builds grant application to HUD at the end of June. Request was for \$6M.

- Development Department submitted a Discretionary fund application to the Nevada Housing Division at the end of July. Request was for \$915,000.00.

Essex Manor

- Preliminary design approved by RHA at end of June.
- Design Development set was submitted to RHA for review at the end of July.
- Construction documents on track to be delivered to RHA in September.
- Permit and general contractor selection expected to be complete in fall and interior demolition to begin in December 2025.

Capital Fund

- Preliminary budget for CF25 has been identified and will include work at McGraw Court, Stead Manor, and Mineral Manor.

Reno Avenue

- Wood Rodgers submitted potential site layouts in mid-August. The development department is currently reviewing to determine feasibility and potential next steps related to entitlement. Due to the existing zoning, it is not anticipated that any upzoning will be required for the project.
- RHA held a community meeting to discuss project status and current use of property with interested neighbors on July 30th.
- Alleyway Abandonment application was reviewed by City of Reno staff. No issues or concerns were identified by city staff during the review and the application was added to the August 13 Reno City Council agenda.
- Alley Abandonment was approved by City Council at the August 13th meeting.

2026 I Street

- Development Department received the developer agreement and has been reviewed by legal counsel. Agreement was included on August agenda for Board discussion and possible approval.
- Meetings with HUD lenders have determined that a HUD 221(d)4 loan is not a viable financing option for the project.
- Development department to explore conventional debt with regional lenders.

306 10th Street

- Development Department completed the submission for City of Sparks RFP on August 21st.

F. Update on Information Technology Activities

Yardi Implementation

- The Rent Café/RFTA project is progressing smoothly.

Other information/initiatives

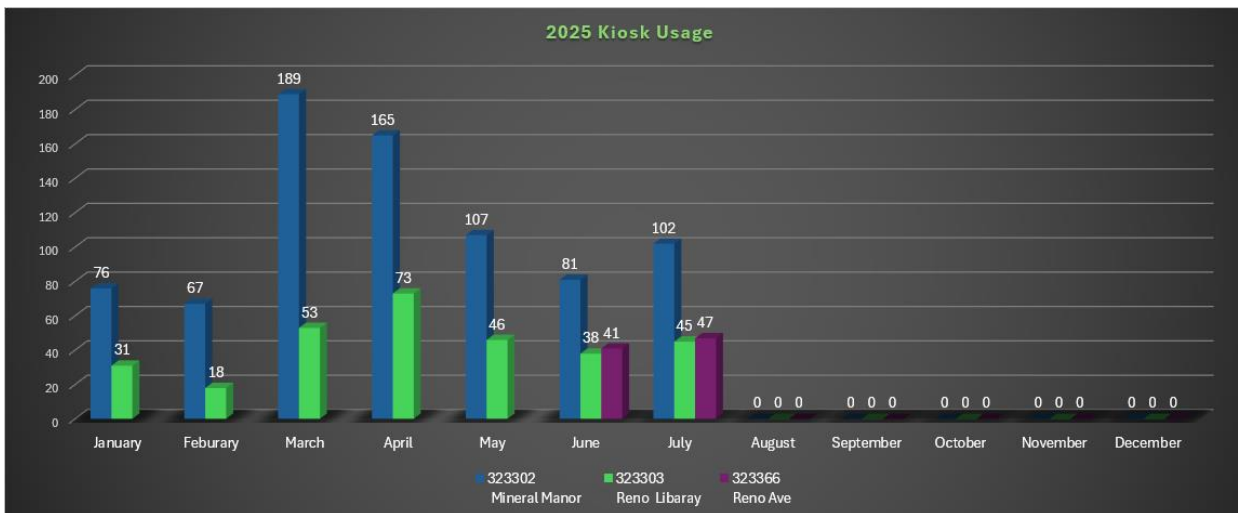
- Diligent Community/BoardDoc project is underway.

“Diligent Community is a board management solution designed to help public and elected boards operate more efficiently. Users can prepare agendas and manage meetings, ensure security of sensitive information, and enable transparency to promote positive community engagement”.

Cybersecurity

- On going - Proactively enhancing RHA's cybersecurity posture to effectively counter current cyber threats and develop robust mitigation strategies.

Kiosk Sessions by Month



G. Update on MTW Activities

FY 2025 Annual Report

- Staff is finishing the draft of RHA's Annual MTW Report to HUD. The data presented in this year's report will be different as HUD has retired the use of their standard metrics. As with all 39 initial MTW agencies, RHA now has broad discretion in determining what should be reported on and how we report on each of the agency's implemented initiatives. With this change from HUD, staff can focus on what data is relevant to the agency and how that data is presented to residents and stakeholders. The draft report will be brought to the Board in September prior to final submission to HUD.
- Rebecca J. Walter, PhD with the University of Washington (UW) has completed her analysis of surveys and internal data on current and prior Mobility Demonstration participants. The analysis includes household income, family composition, and employment status to gauge the overall progress of these families and the Demonstration program overall. Dr. Walter's report will be included in the annual MTW report to HUD.

Direct Rental Assistance Community of Practice

- Discussions surrounding Direct Rental Assistance (DRA) continue with both HUD and outside researchers as an alternative to HUD's traditional tenant-based voucher program. Although

HUD is still working through many of the DRA approvals, RHA continues to participate in the DRA Community of Practice. This community allows for an open discussion between researchers and participating PHAs on best practices and policy considerations prior to implementation. Recent discussion topics included recruitment, onboarding, and outside messaging.

H. Update on Legal Inquiries

No legal updates.

I. Financials

See 12 Month Actual to Budget on the following page.

12 Month Actual to Budget

Period = Jul 2025

		Actual Jul 2025	Original Budget	Variance	YTD Actual to Budget
3000-00-000	INCOME				
3199-00-000	TOTAL TENANT INCOME	753,404.04	8,702,354.00	7,948,949.96	9%
3499-00-000	TOTAL GRANT INCOME	5,665,740.53	68,561,831.00	62,896,090.47	8%
3699-00-000	TOTAL OTHER INCOME	492,037.38	5,992,518.00	5,500,480.62	8%
3999-00-000	TOTAL INCOME	6,911,181.95	83,256,703.00	76,345,521.05	8%
4000-00-000	EXPENSES				
4199-00-000	TOTAL ADMINISTRATIVE EXPENSES	707,934.90	9,647,939.50	8,940,004.60	7%
4299-00-000	TOTAL TENANT SERVICES EXPENSES	24,323.10	276,764.00	252,440.90	9%
4399-00-000	TOTAL UTILITY EXPENSES	36,269.07	1,364,066.00	1,327,796.93	3%
4499-00-000	TOTAL MAINTENANCE AND OPERATIONAL EXPENSES	149,475.52	2,759,747.00	2,610,271.48	5%
4599-00-000	TOTAL GENERAL EXPENSES	254,881.69	4,164,504.00	3,909,622.31	6%
4799-00-000	TOTAL HOUSING ASSISTANCE PAYMENTS	5,345,049.15	60,275,448.00	54,930,398.85	9%
4899-00-000	TOTAL FINANCING EXPENSES	45,007.50	533,225.00	488,217.50	8%
5999-00-000	TOTAL NON-OPERATING ITEMS	180,438.62	2,956,731.00	2,776,292.38	6%
8000-00-000	TOTAL EXPENSES	6,743,379.55	81,978,424.50	75,235,044.95	8%
9000-00-000	NET INCOME	167,802.40	1,278,278.50	1,110,476.10	13%

Reno Housing Authority

Unrestricted Cash & HUD Held Reserve Report

July 2025

Bank Account/Funding Source		Balance	Obligations	Value
Unrestricted	Bank of America Unaided - X1775*	\$ 5,293,546	Development Guarantees	\$ 2,000,000
Unrestricted	Bank of America WAHC Contract Administration Fee - X5181	\$ 4,614,497	Gen Den	\$ 1,750,000
Unrestricted	Wells Fargo Investment - X2551	\$ 13,972,131	Operating Reserves (4-months Administrative Expenses)	\$ 3,361,848
			Carville Court Development (estimated)	\$ 4,080,000
			Reno Avenue Development (estimated)	\$ 1,000,000
			I Street (estimated)	\$ 2,000,000
			Capital Improvement Plan (CloudTen Properties 2026-2027)	\$ 3,770,000
			Resident Services New Location	\$ 2,500,000
Unrestricted Subtotal		\$ 23,880,174	Unrestricted Obligation Subtotal	\$ 20,461,848
Restricted	MTW HUD Held Reserves	\$ 9,594,782	Carville Court Development (estimated)	\$ 2,000,000
			Paradise Plaza (estimated)	\$ 950,000
			Operating Reserves (2-months HAP and Operating Subsidy)	\$ 6,644,782
MTW HUD Held Reserves Subtotal		\$ 9,594,782	MTW HUD Held Reserves Obligation Subtotal	\$ 9,594,782
TOTAL		\$ 33,474,956	TOTAL	\$ 30,056,630

*Bank balance reduced to balance shown to account for outstanding payments from RHA

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 6

August 26, 2025

SUBJECT: Discussion and possible action to authorize the Executive Director to execute Master Developer Agreement, Assignment and Assumption of Declaration of Restrictive Covenants, and Assignment and Assumption of Grant Agreement with the City of Sparks to develop the property at 2026 I Street, Sparks, Nevada 89431.

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background

On April 14, 2025, the Sparks City Council selected RHA to enter into a Master Developer Agreement for the parcel located at 2026 I Street. This selection followed RHA's successful response to a Request for Proposals (RFP) for the site.

RHA intends to develop up to 12 residential units on the 0.21-acre parcel. The City of Sparks acquired the property using HMNI funds, which require that all units serve households earning at or below 60% of the Area Median Income (AMI). The City of Sparks requests RHA also sign a coinciding Assignment and Assumption of Declaration of Restrictive Covenants, and an Assignment and Assumption of Grant Agreement acknowledging that HMNI funds were used by the City of Sparks to purchase the property.

The project is envisioned as workforce development housing and will be designed to support residents' long-term economic stability. The site is currently vacant and located within an established residential neighborhood.

Key Terms of the Master Developer Agreement

By entering into the Master Developer Agreement, RHA will agree to the following:

- Maintain a 50-year affordability period.
- Ensure all dwelling units are reserved for households earning at or below 60% AMI.
- Upon approval of the Agreement, the City will convey the property to RHA via quitclaim deed.
- Submit the project for Administrative Review within two years of the Agreement's execution.
- Apply for a building permit within four years of the Agreement's execution.
- Complete construction within two years of building permit issuance.

Staff Recommendation and Motion:

Staff recommends that the Board of Commissioners authorize the Executive Director to execute the Master Developer Agreement, Assignment and Assumption of Declaration of Restrictive Covenants, and Assignment and Assumption of Grant Agreement with the City of Sparks to develop the property at 2026 I Street, Sparks, Nevada 89431.

Recording Requested by and
When Recorded Mail To:

Lisa Hunderman, City Clerk
City of Sparks
431 Prater Way
P.O. Box 857
Sparks, Nevada 89432-0857

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

Signature of Declarant or Agent

THIS DEVELOPMENT AGREEMENT (“Agreement”), is made and entered into this ____ day of _____, 2025, by and between the CITY OF SPARKS, a municipal corporation of the State of Nevada (“City”) and the Housing Authority of the City of Reno, a Nevada public body corporate and politic, organized and existing under the laws of the State of Nevada, including specifically Nevada Revised Statutes (“NRS”) Chapter 315 (“Master Developer”). The City and Master Developer are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

- A. The City is authorized, pursuant to Chapter 278 of the Nevada Revised Statutes and Title 20 of the Sparks Municipal Code (“SMC”), to enter into development agreements such as this Agreement with persons having a legal or equitable interest in real property in order to establish long-range plans for the development of such property.
- B. The City is the current owner of the parcel located at 2026 I Street, Sparks, NV 89431 (APN: 031-184-08), as fully described in Exhibit A (the “Property”);.
- C. The City previously issued a Request for Proposals (Bid ##24/25-003) seeking proposals to take ownership of the Property and develop and operate affordable housing on the Property and selected Master Developer to develop and operate affordable housing on the Property as proposed in Master Developer’s proposal.
- D. The Property currently consists of one (1) parcel approximately 0.21 acres in size, as shown in “Exhibit B” (graphic depiction) attached hereto.
- E. Master Developer proposes developing the Property with a residential use as allowed under the SMC provisions in effect on the date of this Agreement.

- F. The Parties acknowledge that this Agreement will (i) promote the health, safety and general welfare of the City and its inhabitants, (ii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iii) ensure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens, and (iv) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.
- G. As a result of the development of the Property, the City will receive the benefit of needed affordable housing units for its residents. The City will additionally receive a greater degree of certainty with respect to the timing and orderly development of the Property and City infrastructure by a developer with significant experience in the development and operation of affordable housing.
- H. The Master Developer desires to enter into this Agreement with the City pursuant to NRS 278.0201 to obtain reasonable assurances that it may develop the Property in accordance with the terms, conditions and intent of this Agreement. The Master Developer's decision to enter into this Agreement and commence development of the Property is based on expectations of proceeding and the right to proceed with the Property in accordance with this Agreement, the underlying Grant Agreement and related Assignment and Assumption Agreements related to the grant funding and its terms, and any other Applicable Rules.
- I. The Master Developer further acknowledges that this Agreement was made part of the record at the time of its approval by the City Council and that the Master Developer agrees without protest to the requirements, obligations, limitations, and conditions imposed by this Agreement.
- J. The City Council, having determined that the development of the Property in the manner proposed in Exhibit C, is beneficial to the City and its residents, that this Agreement is in conformance with the City's Comprehensive Plan, SMC, and state and federal law, and that all other substantive and procedural requirements for approval of this Agreement have been satisfied, and after giving notice as required by relevant law, and after introducing this Agreement by ordinance at a public meeting on _____ and after a subsequent public hearing to consider the substance of this Agreement on _____, found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Sparks.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION ONE DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

“Administrator” means the person holding the position of City Manager of the City of Sparks at any time or their designee.

“Agreement” means this Development Agreement, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

“Applicable Rules” means and refers to:

- (a) The provisions of SMC and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date, including without limitation City ordinances, resolutions, or regulations governing the permitted uses of land, density and standards for design; and
- (b) This Agreement.
- (c) The term “Applicable Rules” does not include:
 - (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;
 - (ii) Any fee or monetary payment prescribed by City ordinance which is applied to any development or construction subject to the City's jurisdiction; or
 - (iii) Any applicable state or federal law or regulation.

“Building Codes” means the various building and safety codes adopted pursuant to SMC Chapter 15.05 and any applicable City ordinance, and the various fire codes and appendices adopted pursuant to SMC Chapter 14.05 and any applicable City ordinance that are in effect at the time of issuance of a permit for a particular development activity.

“City” means the City of Sparks, together with its successors and assigns.

“City Council” means the Sparks City Council.

“Code” or “SMC” means the Sparks Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals, appendices, and other references adopted therein.

“Effective Date” means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Washoe County. Each

Party agrees to cooperate as requested by the other Party to cause the execution and recordation of this Agreement without delay.

“Entitlement” means any land use approval, including without limitation, any master plan or other zoning approval, tentative map, final map, parcel map, conditional use permit, administrative review, permitted land use, building permit, grading permit, and other land use entitlements or permits, issued for the Project or any portion of the Property or in favor of Master Developer or its successor(s) in connection with the development of the Property.

“Entitlement Request” means a request or application by Master Developer or its authorized designee for any Entitlement for development of the Project in accordance with this Agreement.

“Master Developer” means Housing Authority of the City of Reno, a Nevada public body corporate and politic, organized and existing under the laws of the State of Nevada, NRS Chapter 315, and its allowed successors and assigns as permitted by the terms of this Agreement.

“Nonconforming Entitlement Request” means a request by Master Developer or its authorized designee for any amendment to this Agreement, Land Plan amendment, master plan amendment, or zoning amendment, or an application for Administrative Review which, when evaluated in conjunction with all existing Entitlements and potential future development in the Project, proposes a total number of units which will result in the Project having less than the minimum or more than the maximum number of permitted units set forth in Section 3.1 at Project build out.

“Offsite Infrastructure” means facilities and systems located outside the boundaries of the Property necessary for the Project’s functionality or operation such as roadways and utilities.

“Party,” when used in the singular form, means Master Developer or City, and in the plural form of “Parties” means Master Developer and City.

“Project” means the affordable housing development to be constructed and operated in accordance with Master Developer’s proposal in response to the City’s Request for Proposals (Bid ##24/25-003) on the Property as detailed in Exhibit C of this Agreement and any and all improvements provided for or constructed thereupon.

“Property” means that certain 0.21 gross acres of real property that are the subject of this Agreement as described in Exhibit A.

“Subdivision Map” means any instrument under the Nevada Revised Statutes and the Code that legally subdivides property or gives the right to legally subdivide property.

“Term” means the temporal duration of this Agreement.

SECTION TWO APPLICABLE RULES AND CONFLICTING LAWS

2.1 Reliance on the Applicable Rules

City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Project in accordance with the terms of this Agreement, the Land Plan, and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the Code except as provided in Section 2.2 below.

2.2 *Application of Subsequently Enacted Rules by the City*

The City shall not amend, alter or change any Applicable Rule as applied to the development of the Project, or apply a new fee, rule, regulation, resolution, policy or ordinance to the development of the Project, except as follows:

- (a) The development of the Project shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the building permit for any particular development activity.
- (b) The application of a new uniformly applied rule, regulation, resolution, policy or ordinance to the development of the Project is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, does not reduce the permitted density or land use types, does not prevent the type of units or number of permitted units in the Project as set forth in this Agreement, and is consistent with the efficient development and preservation of the entire Project.
- (c) Nothing in this Agreement shall preclude the application to the Project of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations necessary to protect the health, safety and welfare of City residents. In such event, the provisions of Sections 2.4 and 2.5 of this Agreement are applicable.
- (d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Project, other than pursuant to one of the above Sections 2.2(a), 2.2(b) or 2.2(c), the Master Developer shall have the option, in its sole discretion, of accepting or rejecting such new or amended rules by giving written notice of such acceptance or rejection within 90 days of the application of such new or amended rules to the Project. If accepted, City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time. If rejected, the new or amended rules will not apply to the Project. Master Developer's failure to accept or reject new or amended rules within ninety (90) days constitutes acceptance of the new or amended rules for that instance.

2.3 *Application of New Fees*

Notwithstanding Section 2.2 above, City may increase existing cost-based processing fees, entitlement processing fees, Entitlement Request fees, inspection fees, plan review fees, facility fees, or sewer connection fees that uniformly apply to all or similarly situated developments or structures in City.

2.4 *Conflicting Federal or State Rules*

In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

- (a) Notice of Conflict. A Party, upon learning of any such matter, will provide the other Parties with written notice of the conflicting laws or regulations and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and
- (b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.5 *City Council Hearings*

In the event a Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing and may support or oppose such change. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section is subject to judicial review, but such review shall be filed within twenty-five (25) calendar days from the date of the hearing.

SECTION THREE PLANNING AND DEVELOPMENT OF THE PROJECT

3.1 *Permitted Uses and Density*

Subject to all the terms and conditions of this Agreement, Master Developer agrees to build the Project described by Exhibit C subject to the design standards adopted in SMC Number of Dwelling Units Permitted: 12 minimum (no maximum)

Permitted Uses:

- (a) Gross Density: A minimum of 57 dwelling units/acre

3.2 *Required Infrastructure Improvements*

Subject to all the terms and conditions of this Agreement, Master Developer agrees to construct all on-site infrastructure necessary to support the Project.

Master Developer further agrees to install, at Master Developer's expense, off-site infrastructure determined necessary to provide services to the Project, including:

- (a) Improvements to streets, sidewalks, curbs, and gutters that are necessary based on the Project.
- (b) Improvements to water and sewer laterals necessary based on the Project.
- (c) The Parties acknowledge and agree that nothing contained in this Agreement constitutes in any way a pre-approval or acceptance of dedication of any streets, gutters, curbs, or sidewalks on the Property. All infrastructure, whether onsite or offsite, shall be constructed in substantial conformance with:
 - (i) Applicable construction standards;
 - (ii) Design standards required for dedication to the City, if applicable; and
 - (iii) Approval of the Administrator.

3.3 Entitlement Requests

- (a) City shall reasonably cooperate with Master Developer to:
 - (i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Project, Applicable Rules, and Land Plan; and
 - (ii) Promptly consider the approval of Entitlement Requests, subject to reasonable conditions not otherwise in conflict with the Applicable Rules and Land Plan.
- (b) Required Administrative Review Entitlement. The Parties acknowledge and agree that an administrative review is required to legally construct a multi-family building as proposed in the Land Plan and Exhibit C in accordance with 6.2 General Provisions.
- (c) After City approval of the Administrative Review Entitlement, Master Developer shall submit an application for any necessary building permits and must receive an approved and issued building permit prior to commencement of construction of the Project.
- (d) Except as provided herein, Entitlement Requests shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Requests are governed by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements. The Parties acknowledge and agree that nothing contained in this Agreement constitutes in any way a pre-approval or authorization of any Entitlement Request.

3.4 *Affordable Housing*

Subject to all the terms and conditions of this Agreement, Master Developer agrees to build the Project described by Exhibit C subject to the affordable housing provisions as follows:

- (a) Comply with the Declaration of Restrictive Covenants Running with the Land, recorded with the Washoe County Recorder as Document No. 5438728 on February 29, 2024, requiring all dwelling units shall be income restricted to serve households earning 60% Area Median Income (AMI) or below of the current U.S. Housing and Urban Development (HUD) published income limits for Washoe County. Master Developer shall enter an Assignment and Assumption Agreement to assume the City's interest and obligations under the Declaration of Restrictive Covenants Running with the Land
- (b) All dwelling units shall have a 50-year affordability period; and
- (c) Master Developer shall enter an Assignment and Assumption Grant Agreement to assume City's interest and obligations under the Home Means Nevada Initiative (HMNI) Grant Agreement between City and the Nevada Housing Division. Master Developer will assume all applicable HMNI requirements applicable to the Property under the Assignment and Assumption Grant Agreement.

3.5 *Property Transfer*

Subject to all the terms and conditions of this Agreement, City and Master Developer agree, upon approval of this Agreement, to the transfer the Property as follows:

- (a) City agrees to convey the Property to the Master Developer via quitclaim deed.
- (b) Master Developer agrees that it will reconvey the Property back to City via quitclaim deed if the Project is not constructed or is only partially constructed or abandoned prior to the expiration of this Agreement in accordance with 6.2 Expiration of the Agreement. Such reconveyance shall be within 30 days of the triggering event requiring reconveyance to the City.

3.6 *Modification or Amendment of the Agreement*

This Agreement may not be modified or amended, except by the mutual written agreement of the Parties.

3.7 *Deviation from Design Standards*

Any request for variance or deviation from a particular requirement of the Code for the Property shall be processed and considered according to the requirements of the Code in effect on the Effective Date, unless otherwise agreed to by Master Developer.

3.8 *Anti-Moratorium*

The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property, including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use or develop land that are issued or granted by City shall apply to the development of the Project or any portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions, rules or regulations that are necessary to:

- (a) Comply with any state or federal laws or regulations as provided by Section 2.4, above;
- (b) Alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or
- (c) Maintain City's compliance with federal and state sewerage, sewer discharge permit, storm water conveyance, storm water discharge, water system, and utility regulations, permits, or other legal requirements.

3.9 *Property Dedications to City*

Except as provided herein, any real property and fixtures thereupon transferred or dedicated to City or any other public entity, if any, shall be free and clear of any mortgages, deeds of trust, liens or other encumbrances.

SECTION FOUR REVIEW OF DEVELOPMENT

4.1 *Frequency of Review*

At City's request, Master Developer shall appear before the City Council to review the Master Developer's compliance with the terms of this Agreement pursuant to NRS 278.0205. The Parties agree that the first review shall occur no later than twelve (12) months after the Effective Date of this Agreement, and Master Developer shall provide an updated report every twenty-four (24) months on the anniversary date of that first review thereafter, or as otherwise requested by City upon thirty (30) days' written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding reporting period. The report shall contain information regarding the progress of development within the Project, including, without limitation:

- (a) Data showing the total number of units built and approved or under construction on the date of the report;

- (b) The status of development within the Project and anticipated development timeline for the next reporting period.

In the event Master Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Master Developer shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Master Developer for its reasonable expenses, fees, and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review may, at the request of either Party, be continued to afford reasonable time for a response.

4.2 *Opportunity to be Heard*

The report required by this Section shall be considered solely by the City Council. Master Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the Parties under this Agreement.

4.3 *Action by the City Council*

At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205, NRS 278.02053, the Grant Agreement, or this Agreement.

SECTION FIVE DEFAULT

5.1 *Material Default; Opportunity to Cure*

In the event of any material default of any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the material default cannot reasonably be cured within the ten (10) day cure period, the defaulting Party may timely cure the material default for purposes of this Section if it commences the appropriate remedial action within the ten (10) day cure period, provides a written plan describing future actions to fully cure the material default, and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than ninety (90) days from the date on which the ten (10) day notice of material default and opportunity to cure was received by the defaulting Party.

If the material default is corrected, then no default shall exist and the noticing Party shall take no further action. If the material default is not corrected within the relevant cure period, the defaulting Party is in default, and the Party alleging material default may elect any one or more of the following courses.

- (a) Amendment or Termination by City. After proper notice and the expiration of the above-referenced period for Master Developer to correct any alleged material default, including failure to meet the required project deadlines in Section 6.2, the City may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council. Following consideration of the evidence presented before the City Council and a finding that a material default has occurred by Master Developer and remains uncured, City may amend or terminate this Agreement. If the Agreement is terminated, Master Developer shall consent to reverting ownership to the City via quitclaim deed. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a material default existed and whether City was entitled to terminate this Agreement.
- (b) Termination by Master Developer. In the event City materially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after providing notice and an opportunity to cure as set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action for specific performance or other appropriate judicial remedy. In the event that Master Developer determines that the development of the Property is not feasible in its sole discretion, Master Developer shall have the right to terminate this Agreement upon reasonable written notice, upon which Master Developer shall revert ownership to the City in accordance with Section 3.5 of this Agreement.

5.2 Force Majeure; Unavoidable Delay; Extension of Time

Neither Party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, national disasters, terrorist attacks, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, third-party lawsuits, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the Party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer.

5.3 Limitation on Monetary Damages

The Parties agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, the Parties (or their permitted

assigns) may pursue any cause of action available at law or in equity for breach of contract, except that neither Party shall be liable to the other or to any other person or entity for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Nothing in this Agreement shall be construed as a waiver of any governmental immunity provision available to either Party, and each Party specifically reserves all protections of any such immunity.

5.4 *Venue*

Jurisdiction for judicial review under this Agreement shall rest exclusively with the Second Judicial District Court, County of Washoe, State of Nevada or the United States District Court, District of Nevada. The Parties agree to mediate any and all disputes prior to filing of an action in court unless seeking injunctive relief.

5.5 *Waiver*

Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

5.6 *Applicable Laws; Attorney Fees*

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. The Parties to this Agreement have had the opportunity to consult with counsel concerning the terms of this Agreement, and this Agreement shall not be construed in favor of or against any Party solely by reason of one Party having drafted all or part of this Agreement. Each Party shall bear its own attorney fees and court costs in connection with any legal proceeding hereunder, and in no event shall any prevailing Party in such a legal proceeding be entitled to an award of attorney fees.

SECTION SIX GENERAL PROVISIONS

6.1 *Duration of Agreement*

The Term of this Agreement shall commence upon the Effective Date and shall expire on the fifth (5) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. Master Developer shall have the right to request one extension of the Term of this Agreement for an additional two (2) years upon the following conditions:

- (a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement;
- (b) Master Developer is not in default of this Agreement;

- (c) The City Council finds that an extension is in the best interests of the City; and
- (d) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

6.2 Project Timeliness

The parties agree that this Agreement shall expire prior to the Agreement Term pursuant to Section 6.1 in the event any one of the following circumstances occur:

- a) The Master Developer fails to submit an Administrative Review within two years of the date the agreement is executed. Master Developer shall consent to reverting ownership to the City in accordance with Section 3.5 of this Agreement if an Administrative Review is not submitted within two years of the date the Effective Date.
- b) The Master Developer fails to submit a building permit application within four years of the Effective Date. Master Developer shall consent to reverting ownership to the City in accordance with Section 3.5 of this Agreement if a Building Permit is not submitted within four years of the Effective Date.
- c) The Master Developer fails to complete construction of the Project within two years after issuance of a building permit or ceases construction progress for a continuous period of nine months or otherwise voluntarily abandons the Project. Master Developer shall consent to reverting ownership to the City in accordance with Section 3.5 of this Agreement if construction of the Project commences after the issuance of a building permit but does not receive a certificate of occupancy or final inspection within two years after issuance of the building permit or if Master Developer ceases construction progress for a continuous period of nine months or otherwise voluntarily abandons the Project.
- d) The Project is constructed and receives a certificate of occupancy or final inspection; provided, however, Master Developer acknowledges that upon completion of construction and receipt of a certificate of occupancy or final inspection and expiration of this Agreement, Master Developer will still be subject to the requirements of the Assignment and Assumption of the Grant Agreement, and Assignment and Assumption of Declaration of Restrictive Covenant Running With the Land executed contemporaneously with this Agreement.

6.3 Assignment

The Parties acknowledge that the intent of this Agreement is that there is a master developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement. Master Developer acknowledges and agrees that Master Developer may not sell, assign or transfer all or any portion of its rights, title and interests in the Property except as outlined in Section 3.5 of this Agreement.

6.4 Indemnity; Hold Harmless

Except as expressly provided in this Agreement, the Parties shall indemnify, defend, and hold each other, their officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from its direct or indirect operations of or those of its contractors, subcontractors, agents, employees, or other persons acting on its behalf that relate to the development of the Project. Each Party also agrees to and shall indemnify, defend, and hold harmless the other Party and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of the other Party's negligent acts or omissions or intentional misconduct in connection with the Project, other than any challenges to the validity of this Agreement or City's approval of related entitlements. Master Developer and City agree to equally pay all costs and attorney fees for a defense in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. This Section shall survive any termination of this Agreement.

6.5 *Binding Effect of Agreement*

Subject to this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the Property that is the subject of this Agreement.

6.6 *Relationship of Parties*

It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent or employee of City for any purpose and City is not an agent or employer of Master Developer for any purpose.

6.7 *Counterparts*

This Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages.

Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

6.8 *Notices*

All notices, demands and correspondence required or provided for under this Agreement shall be in writing. Delivery may be accomplished in person, by certified mail (postage prepaid, return receipt requested), or via electronic mail transmission. Mail notices shall be addressed as follows:

To City:	City of Sparks
	Attention: City Manager

431 Prater Way
Sparks, Nevada 89431

To Master Developer: Reno Housing Authority
Attention: Executive director
1525 East Ninth Street
Reno, Nevada 89512

Any Party may change its address by giving notice in writing to the others and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address.

Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

6.9 *Entire Agreement*

This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

6.10 *Waiver*

All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

6.11 *Recording; Amendments*

Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Washoe County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Washoe County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Washoe County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Washoe County, Nevada.

6.12 *Headings; Exhibits; Cross References*

The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

6.13 *Severability of Terms*

If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to effect the original intention of the Parties.

6.14 *Exercise of Discretion*

Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law.

6.15 *No Third-Party Beneficiary*

This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees, if any. No third-party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Project, residing in the Project, or residing outside the Project shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by any Party hereto.

6.16 *Gender Neutral*

In this Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

[Signatures on following pages]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

CITY OF SPARKS,

By: _____
Ed Lawson, Mayor

ATTEST:

By: _____
Lisa Hunderman, City Clerk

APPROVED AS TO FORM

By: _____
Wes Duncan, City Attorney

[Housing Authority of the City of Reno Signatures on next page]

MASTER DEVELOPER:

HOUSING AUTHORITY OF THE CITY OF RENO,

a public body corporate created and existing under the laws of the
State of Nevada

By: _____
Hilary Lopez
Executive Director

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On this _____ day of _____, 2025, Hilary Lopez personally appeared before me a
Notary Public in and for said County and State, and is known to me to be the person described
in and who executed the within and foregoing instrument, and who acknowledged to me that
he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office
in said County of Washoe, the day and year first above written.

Notary Public _____
My commission expires _____

APN# 031-184-08

RECORDING COVER PAGE

**ASSIGNMENT AND ASSUMPTION OF DECLARATION OF
RESTRICTIVE COVENANTS**

RECORDING REQUESTED BY: CITY OF SPARKS

RETURN TO:

Amy Jones
City of Sparks
431 Prater Way
Sparks, NV 89431
(775) 353-2386
(775) 353-1635

MAIL TAX STATEMENT TO:

Hilary Lopez
Housing Authority of the City of Reno
1525 E. 9th Street
Reno, NV 89512
Phone: (775) 329-3630
Fax: (75) 786-1712

This page provides additional information required by NRS 111.312 Sections 1-2.

ASSIGNMENT AND ASSUMPTION
OF DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH LAND FOR
HOME MEANS NEVADA INITIATIVE

2026 I STREET, SPARKS, NEVADA

THIS ASSIGNMENT AND ASSUMPTION OF DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH LAND FOR HOME MEANS NEVADA INITIATIVE (this “**Agreement**”), is dated as of _____, 2025, (the “**Effective Date**”), is entered into by and between the City of Sparks, Nevada, (“**Assignor**”) and the Housing Authority of the City of Reno, a Nevada public body corporate and politic, organized and existing under the laws of the State of Nevada, NRS Chapter 315 (“**Assignee**”).

RECITALS:

WHEREAS, Nevada Housing Division, Department of Business and Industry State of Nevada (“**Grantor**”) and Assignor entered into that certain Grant Agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds CFDA #21.027 on January 22nd, 2024, FAIN SLFRP2634, (“**Grant Agreement**”);

WHEREAS, Grantor and Assignor entered into that certain Declaration of Restrictive Covenants Running with the Land for Home Means Nevada Initiative, February 29, 2024 in the Recorder’s Office of Washoe County, Nevada as Document #5438728 (“**Restrictive Covenant**”), for the period during which the project will be required to be affordable pursuant to the Grant Agreement and the Restrictive Covenant;

WHEREAS, the Grant Agreement and Restrictive Covenant were entered into with respect to vacant land located at 2026 I Street, Sparks, NV 89431 (APN: 031-184-08), as fully described in Exhibit A (the “**Property**”);

WHEREAS, Assignee intends to develop and operate an affordable housing project comprised of twelve (12) multifamily residential units, known as I Street Apartments (the “**Project**”) on the Property in compliance with all terms within the Grant Agreement and Restrictive Covenant;

WHEREAS, Assignor and Assignee also entered into that certain Assignment and Assumption, Grant Agreement, 2026 I Street, Sparks, Nevada on _____, 2025;

WHEREAS, Assignor desires to convey all of its obligations, duties, rights, title and interest in and to the Restrictive Covenant to Assignee subject to the provisions of this Agreement, and Assignee desires to accept such assignment of the Restrictive Covenant and assume all obligations of Assignor, subject to the provisions of this Agreement, in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

AGREEMENTS:

1. Assignment and Assumption.

(a) For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby conveys, assigns, transfers and delivers unto Assignee and its successors and assigns, all of Assignor's obligations, duties, and interest in and to the Restrictive Covenant.

(b) Assignee hereby accepts such assignment and assumes all of Assignor's liabilities, duties, covenants, agreements and obligations under the Restrictive Covenant effective as of the Effective Date.

2. General Provisions.

(a) Binding Effect. This Agreement shall be binding on and inure to the benefit of Assignor, Assignee, and their respective successors and assigns, and no provisions of this Agreement shall be deemed to confer upon any other persons any remedy, claim, liability, reimbursement, cause of action or other right.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with Nevada law, and all actions arising from or concerning this Agreement or the Restrictive Covenant shall be brought solely in the state or federal courts located in Washoe County, Nevada.

(c) Amendment, Modification and Waiver. None of the provisions of this Agreement may be waived, changed, supplemented or altered except in a signed writing by the party against whom enforcement of the same is sought. No waiver of any provision of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(d) Further Assurances. Assignor agrees, upon the request of Assignee, to execute, acknowledge, and deliver such further conveyances, notices, assignments, releases, and acceptances and such other instruments and to take all and every such further action as may be reasonably necessary or appropriate to obtain any necessary consents or more fully to assure to Assignee or its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers, and privileges by this instrument granted, conveyed, assigned, transferred, and delivered, or otherwise vested in Assignee or intended so to be.

(e) Interpretation. In the event that one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

(f) No Third Party Rights. The provisions of this Agreement are intended to bind Assignor and Assignee and their respective successors and permitted assigns as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.

(g) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof.

(h) Counterparts. This Agreement may be executed and delivered in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Facsimile or scanned and emailed transmission shall be deemed the same as delivery of an original, shall have the same force and effect as manually-signed originals and shall be binding on the parties hereto.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties by their duly authorized officers, have caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

CITY OF SPARKS,

By: _____
Ed Lawson, Mayor

ATTEST:

By: _____
Lisa Hunderman, City Clerk

APPROVED AS TO FORM

By: _____
Wes Duncan, City Attorney

[Housing Authority of the City of Reno Signatures on next page]

ASSIGNEE:

HOUSING AUTHORITY OF THE CITY OF RENO,

a public body corporate created and existing under the laws of the
State of Nevada

By: _____
Hilary Lopez
Executive Director

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On this _____ day of _____, 2025, Hilary Lopez personally appeared before me a
Notary Public in and for said County and State, and is known to me to be the person described
in and who executed the within and foregoing instrument, and who acknowledged to me that
he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office
in said County of Washoe, the day and year first above written.

Notary Public _____
My commission expires _____

Exhibit A

LEGAL DESCRIPTION

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

Lots 3, 4 and 5, in Block 48 as shown on the Second Amended Map of NEWTOWN TRACT, a Subdivision of East Reno, now City of Sparks, filed in the office of the County Recorder of Washoe County, State of Nevada, on July 6, 1904.

APN: 031-184-08

**ASSIGNMENT AND ASSUMPTION,
GRANT AGREEMENT**

2026 I STREET, SPARKS, NEVADA

THIS ASSIGNMENT AND ASSUMPTION, GRANT AGREEMENT (this “**Agreement**”), is dated as of _____, 2025 (the “**Effective Date**”), is entered into by and between the City of Sparks, Nevada (“**Assignor**”) and the Housing Authority of the City of Reno, a Nevada public body corporate and politic, organized and existing under the laws of the State of Nevada, NRS Chapter 315 (“**Assignee**”).

RECITALS:

WHEREAS, Nevada Housing Division, Department of Business and Industry State of Nevada (“**Grantor**”) and Assignor entered into that certain Grant Agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds CFDA #21.027 dated January 22nd, 2024, (“**Grant Agreement**”), whereby Grantor granted Assignor \$250,000 to purchase vacant land located at 2026 I Street, Sparks, NV 89431 (APN: 031-184-08), as fully described in Exhibit A (the “**Property**”), for the development of affordable housing serving individuals or families at or below 60% of the Area Median Income.

WHEREAS, after acquiring the Property, Assignor solicited proposals for affordable housing projects to be developed and operated on the Property and has determined Assignee has met the requirements of the solicitation, Home Means Nevada Initiative (HMNI), and the requirements within the Grant Agreement;

WHEREAS, Assignee intends to develop an affordable housing project comprised of twelve (12) multifamily residential units, known as I Street Apartments (the “**Project**”) Exhibit B, on the Property;

WHEREAS, Assignor, as contemplated in Section II(F) of the Grant Agreement, desires to convey all of its obligations, duties, rights, title and interest in and to the Grant Agreement to Assignee, subject to the provisions of this Agreement, and Assignee desires to accept such assignment of the Grant Agreement and assume all obligations and duties of Assignor, subject to the provisions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

AGREEMENTS:

1. Assignment and Assumption.

(a) For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby conveys, assigns, transfers and delivers unto Assignee and its successors and assigns, TO HAVE AND TO HOLD all of Assignor's obligations, duties, and interest in and to the Grant Agreement.

(b) Assignee hereby accepts such assignment and assumes all of Assignor's liabilities, duties, covenants, agreements and obligations under the Grant Agreement effective as of the Effective Date.

2. General Provisions.

(a) Binding Effect. This Agreement shall be binding on and inure to the benefit of Assignor, Assignee, and their respective successors and assigns, and no provisions of this Agreement shall be deemed to confer upon any other persons any remedy, claim, liability, reimbursement, cause of action or other right.

(b) Governing Law. This Agreement shall be governed by and construed in accordance Nevada law, and all actions arising from or concerning this Agreement or the Grant Agreement shall be brought solely in the state or federal courts located in Washoe County, Nevada.

(c) Amendment, Modification and Waiver. None of the provisions of this Agreement may be waived, changed, supplemented or altered except in a signed writing by the party against whom enforcement of the same is sought. No waiver of any provision of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(d) Further Assurances. Assignor agrees, upon the request of Assignee, to execute, acknowledge, and deliver such further conveyances, notices, assignments, releases, and acceptances and such other instruments and to take all and every such further action as may be reasonably necessary or appropriate to obtain any necessary consents or more fully to assure to Assignee or its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers, and privileges by this instrument granted, conveyed, assigned, transferred, and delivered, or otherwise vested in Assignee or intended so to be.

(e) Interpretation. In the event that one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

(f) No Third Party Rights. The provisions of this Agreement are intended to bind Assignor and Assignee and their respective successors and permitted assigns as to each other and are not intended to and do not create rights in any other person or confer upon any other person

any benefits, rights or remedies and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.

(g) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof.

(h) Counterparts. This Agreement may be executed and delivered in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Facsimile or scanned and emailed transmission shall be deemed the same as delivery of an original, shall have the same force and effect as manually-signed originals and shall be binding on the parties hereto.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties by their duly authorized officers, have caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

CITY OF SPARKS,

By: _____
Ed Lawson, Mayor

ATTEST:

By: _____
Lisa Hunderman, City Clerk

APPROVED AS TO FORM

By: _____
Wes Duncan, City Attorney

IN WITNESS WHEREOF, the parties by their duly authorized officers, have caused this Agreement to be executed as of the date first written above.

ASSIGNEE:

HOUSING AUTHORITY OF THE CITY OF RENO,
A public body corporate, organized and existing under the
laws of the State of Nevada

By:

Hilary Lopez, Executive Director

Exhibit A

LEGAL DESCRIPTION

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

Lots 3, 4 and 5, in Block 48 as shown on the Second Amended Map of NEWTOWN TRACT, a Subdivision of East Reno, now City of Sparks, filed in the office of the County Recorder of Washoe County, State of Nevada, on July 6, 1904.

APN: 031-184-08

Exhibit B

PROJECT DESCRIPTION

The I Street Apartments will be located at 2026 I Street, Sparks, NV 89431 (APN: 031-184-08) and include the new construction of twelve (12) affordable housing units, serving individuals and families earning 60% and below of the U.S. Department of Housing and Development (HUD) published Area Median Income (AMI) for Washoe County. The I Street Apartments will consist of a mix of one-bedroom and studio units.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 7

August 26, 2025

SUBJECT: Discussion and possible action to approve, approve with conditions, continue, or deny a draft Joint Resolution between RHA, Washoe County, the City of Reno, and the City of Sparks, to amend the governance structure of RHA to be consistent with the spirit and intent of Assembly Bill 103. Possible action may include authorization for the Executive Director of RHA to distribute the draft Joint Resolution to the Cities of Reno and Sparks and to Washoe County for review, comment, and possible adoption. The draft Joint Resolution will only be effective upon adoption by all entities listed above.

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background

At the July 2025 Board of Commissioners' meeting, RHA counsel provided an update on unforeseen issues related to the implementation of Assembly Bill 103 (AB103). AB103 was enacted in the 83rd State of Nevada legislative session and includes provisions for further regionalizing RHA through changes to its governance structure and other matters. The main issue revolves around the requirement in Section 3 for RHA to be dissolved upon execution of new jurisdictional resolutions required in the legislation as a component of changing the governance structure. Dissolution has specific meaning to the US Department of Housing and Urban Development and staff and counsel were informed by HUD staff that it causes a new public housing authority number to be assigned to RHA that could result in RHA losing its Moving to Work (MTW) status.

MTW status allows RHA administrative and programming flexibilities to best meet local needs. This sought-after designation was initially only provided by HUD to 39 high performing public housing authorities and RHA's MTW contract was recently renewed through 2038. Losing this designation would cause harm to RHA's clients and the residents of Washoe County.

As a result, at the July Board meeting RHA's Commissioners asked counsel to prepare a Joint Resolution that could be adopted by the three local jurisdictions and RHA to amend the governance structure of RHA to be consistent with the spirit and intent of AB103 until a legislative fix could be requested in the 2027 session. Counsel and the Executive Director have also requested to meet with the Bill sponsors to discuss this matter with them. The attached draft Joint Resolution was prepared for Commissioner's review and input. As next steps, after board requested modifications are made, the Executive Director and counsel will reach out to the City Managers of Reno and Sparks and Interim County Manager for Washoe County to discuss the Joint Resolution and determine each jurisdiction's willingness to participate in the Resolution. Under AB103, changes to the governance structure only occur upon concurrence from all three jurisdictions.

Staff Recommendation and Motion:

Staff recommends the Board motion to approve the Joint Resolution as presented.

**A JOINT RESOLUTION OF INTENT TO PARTICIPATE IN THE GOVERNANCE OF
THE HOUSING AUTHORITY OF THE CITY OF RENO AS A REGIONAL HOUSING
ENTITY TO CONTINUE TO OPERATE IN AND FOR THE BENEFIT OF THE
COUNTY OF WASHOE, STATE OF NEVADA IN FURTHERANCE OF ASSEMBLY
BILL 103 ENACTED IN THE 83RD SESSION OF THE NEVADA LEGISLATURE**

WHEREAS, the Housing Authority of the City of Reno (“RHA”), was duly organized under the laws of the State of Nevada pursuant to Stat. 1943, Chapter 20, pursuant to a Resolution of Consent for the Housing Authority of the City of Reno to Operate in the County of Washoe, executed by the City of Reno, Nevada, on March 1, 1943, and further as a result of Consent Proceedings for Housing Authority to Operate in County executed by the Board of County Commissioners of Washoe County on October 20, 1943 and to Operate in the City of Sparks executed by the City Council of the City of Sparks on October 14, 1975 (“Original Resolutions”); and

WHEREAS, RHA continues to exist as a public body corporate and politic under Chapter 315 of the Nevada Revised Statutes, and since the enactment of the Original Resolutions, RHA has been in constant operation as the Housing Authority of the City of Reno serving the County of Washoe by providing affordable housing within the County of Washoe, Nevada; and

WHEREAS, RHA benefits from having and retaining a long standing public housing number issued by the United States Department Housing and Urban Development (“HUD”), and further by its designation as a Moving To Work (“MTW”) public housing authority; and

WHEREAS, on May 29, 2025, Nevada Assembly Bill 103 was approved by the Governor of the State of Nevada, and amended certain provisions of Chapter 315 of the Nevada Revised Statutes as they relate to the operation of a regional housing authority in the County of Washoe, Nevada; and

WHEREAS, the Board of County Commissioners of the County of Washoe, Nevada, desires to participate in the governance of RHA; and

WHEREAS, the City Council of the City of Reno, Nevada, desires to participate in the governance of RHA; and

WHEREAS, the City Council of the City of Sparks, Nevada, desires to participate in the governance of RHA; and

WHEREAS, the Board of Commissioners of RHA, desires to participate and revise its composition to reflect the intention of AB 103 to include members from Washoe County, the City of Reno, the City of Sparks, and an individual that is a recipient of services from RHA; and

THEREFOR, BE IT JOINTLY RESOLVED by the Board of County Commissioners of the County Of Washoe, the City Council of the City of Reno, the City Council of the City of Sparks, and the Board of Commissioners of RHA as follows:

Section 1. That each party intends to regionalize the governance of RHA;

Section 2. That in order to do so, and in accordance with the spirit of AB 103, the Board of County Commissioners of the County Of Washoe, the City Council of the City of Reno, and the City Council of the City of Sparks shall each appoint two persons to serve on RHA's Board of Commissioners as set forth in AB 103;

Section 3. That upon initial appointment each jurisdiction shall appoint one member for a two-year term and one member for a three-year term to allow for staggered terms;

Section 4. That the RHA Executive Director shall appoint the seventh member of RHA's Board of Commissioners, whom shall be a current recipient of assistance from RHA;

Section 5. That the City of Reno shall reappoint two of its existing RHA Commissioners, one of which will be the Commissioner currently serving as Chair of the Board;

Section 6. That the current Chair of the Board of Commissioners will retain that position until the next Board of Commissioners elections in December 2026 to allow for continuity for the agency and the public;

Section 7. That upon appointment of new commissioners by each jurisdiction and the retention of the current Chair of the Board, the remaining currently appointed commissioners shall voluntarily resign, and the new Board of Commissioners shall be seated at the next regularly scheduled RHA Board meeting;

Section 8. RHA and its newly constituted Board of Commissioners shall continue to operate under the RHA's Executive Director Employment Agreement, as is in place at the time of approval hereof, and shall operate under and abide by the same unless and until the same is terminated in compliance therewith;

Section 9. That upon adoption of this Resolution, RHA shall not dissolve as is envisioned in AB 103, because such dissolution would negatively affect RHA's ability to continue to provide and further its services to all of Washoe County, as such dissolution could require the issuance of a new public housing number by HUD, and could thus compromise RHA's MTW status, which would negatively affect the service RHA can provide and the residents of Washoe County. As such, all parties hereto agree to work cooperatively in the next session of the Nevada legislature to remedy the provisions of AB 103 which mandate dissolution of RHA and the formation of a new public housing authority, to more appropriately reflect the regional participation in the governance of RHA as set forth herein and in AB 103;

Section 10. That in furtherance of Section 9 above, the jurisdictions shall, if needed, determine by lottery which jurisdiction will allocate a Bill Draft Request to effectuate the changes needed to remedy the provision of AB 103 which mandate dissolution of RHA and the formation of a new public housing authority;

Section 11. That all parties hereto adopt and ratify all decision of RHA and its Board of Commissioners to date as the decisions of newly constituted Board of Commissioners provided for herein;

Section 12. Nothing in this Joint resolution shall modify or affect RHA's status as a public employer within the meaning of Chapter 286 of the Nevada Revised Statutes, and the provisions thereof shall continue to apply to RHA and its employees. There shall no interruption in employment, years of service, payroll practices, and/or benefits of the current employees of RHA;

Section 13. RHA shall have perpetual existence and succession, and may do all things necessary to accomplish the purposes of Chapter 315 of the Nevada Revises Statutes, including without limitation all powers exercised heretofore by RHA and added in Section 3 of Assembly Bill 103 of the 83rd Legislative Session of the State of Nevada;

Section 14. RHA shall retain the debts, obligations, liabilities, and assets of RHA. Such retention shall further include ownership, control, obligations, liabilities, assets, and employees of any of RHA's wholly owned or affiliated entities, with the same parameters as set forth in Section 11 above;

Section 15. RHA shall continue to operate under all current contracts, including without limitation any executive employment agreement, collective bargaining agreements, commitments, obligations, projects, resolutions, applications, strategic plans, missions, and board actions of RHA;

Section 16. RHA shall continue to operate under the policies, procedures, and bylaws of RHA unless/until such matters are properly changed or amended in accordance with the terms thereof, Chapter 315 of the Nevada Revised Statutes, and all other applicable state or federal laws, rules, and/or regulations;

Section 17. RHA shall, as the regional housing authority governed by a regionally representative board and in advancement of its mission and each jurisdiction's desire to provide additional housing opportunities to qualified households in Washoe County, be provided preference by each participating jurisdiction in the their awarding of its 1) federal and state pass through monies specifically allocated to support the creation and preservation of "public", "affordable", and "attainable" housing and rental assistance of "low income" households, as these terms are defined in State statute, 2) identified excess or donated properties, and 3) fee reductions and waivers.

ADOPTED THIS _____ DAY OF _____, 2025

ATTEST

CHAIRMAN

SECRETARY

ATTEST

CHAIRMAN

SECRETARY

ATTEST

CHAIRMAN

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ATTEST

CHAIRMAN

SECRETARY

4935-1474-8513, v. 1

DRAFT

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 8

August 26, 2025

SUBJECT: Discussion and possible action to accept \$1,732,161.33 under the National Housing Trust Fund Program from the Nevada Housing Division for the Carville Court Redevelopment Project and authorize the Executive Director to execute funding agreements.

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background

As part of the ongoing efforts to secure additional funding for the Carville Court redevelopment project, RHA applied to the Nevada Housing Division (NHD) for Discretionary Funds. The initial request was for \$915,000 to fill the identified funding gap. In response to the application, NHD offered RHA available 2023 National Housing Trust Funds (NHTF) in the amount of \$1,732,161.33. The award letter is included with this staff report.

The additional funding will help to fill a currently projected financing gap and ensures the project can continue to move forward with only a slight increase to RHA funds needed for the project. A more detailed budget and updated funding request for the project will be brought to the board at the September 2025 meeting.

The award is being delivered as a forgivable loan to Carville Court, LLC. As long as Carville Court meets the affordability requirements for 30 years, the loan will be forgiven without any payment. RHA, as the sole member, of Carville Court, LLC, must execute a funding agreement and associated documents By September 5, 2025, for the funds to be made available to the project. RHA legal counsel will review the documents and advise the Executive Director prior to execution.

Staff is seeking acceptance of the award by the Board of Commissioners. Furthermore, staff is seeking authorization for the Executive Director, Hilary Lopez, Ph.D., to sign, execute, and record all required documents for the NHTF funding agreement.

Staff Recommendation and Motion:

Staff recommends that the Board of Commissioners accept the \$1,732,161.33 award of NHTF funds from the Nevada Housing Division for the Carville Court redevelopment project, and authorize RHA's Executive Director, Hilary Lopez, Ph.D., to sign, execute, and record all required documents for the funding agreement.



**DEPARTMENT OF BUSINESS AND INDUSTRY
HOUSING DIVISION**

August 20, 2025

To: Dr. Hilary Lopez, Reno Housing Authority
From: Chelsea Heath, Nevada Housing Division
Re: Notice of Award – FY23 National Housing Trust Funds (NHTF)

Dear Dr. Hilary Lopez,

The Nevada Housing Division (NHD) is pleased to inform you that the Reno Housing Authority has been awarded funding in the amount of \$1,732,161.33 under the NHTF program for Grant Fiscal Year 2023.

This award is provided to support the development of rental housing for extremely low-income households, in accordance with the provisions of 24 CFR Part 93 and the NHD's approved NHTF Allocation Plan.

Prior to the disbursement of funds, the Reno Housing Authority must execute a formal loan agreement with NHD and fulfill any pre-contractual requirements as specified.

We look forward to working with you in achieving our shared goal of increasing access to safe, affordable housing for Nevada's most vulnerable populations. Should you have any questions or require additional information, please contact me at cheath@housing.nv.gov or 775-687-2226.

Sincerely,

Chelsea Heath

Chelsea Heath
State and Federal Grants Manager
Nevada Housing Division

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 9

August 26, 2025

Closed Session

SUBJECT: The Board may convene in closed session regarding the negotiation of a possible contract under which RHA may accept the onus and benefit of property management services for up to 50 units of housing at the Washoe County Cares Campus. The Board may not accept a negotiated contract therefor, or take any action whatsoever in closed session, until such matter is agendized for possible action at an open meeting of the Board.

FROM: Executive Director

RECOMMENDATION: Discussion Only

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 10

August 26, 2025

Reconvene Open Session

SUBJECT: Presentation and progress update on CY25 Board Goals relating to the Rental Assistance Department

FROM: Executive Director

RECOMMENDATION: Discussion



RENTAL ASSISTANCE DEPARTMENT

CY25 Board Goal Updates

GOAL #1 — CONTINUE TO INCREASE THE AMOUNT OF AFFORDABLE HOUSING PROVIDED BY RHA

VOUCHER UTILIZATION

One Year Goals (by 12/2025):

- Implement a dynamic database to track currently available units for lease by voucher holders.
 - *Status: On track for launch 9/2025*
- Maintain at least 75 landlords with active listings in Padmission.
Baseline = 0.
 - *Status: On track pending any further implementation delays.*

GOAL #1 — CONTINUE TO INCREASE THE AMOUNT OF AFFORDABLE HOUSING PROVIDED BY RHA

VOUCHER UTILIZATION

One Year Goals (by 12/2025):

- Complete Ready to Rent instructor training for at least one RHA staff member.
 - Status: **COMPLETE**
- Increase Special Purpose voucher utilization to 75%. Baseline = 58%.
 - Status: On track — currently 74% (including the 95 PBVs awarded that are vacant until construction is completed)

GOAL #1 — CONTINUE TO INCREASE THE AMOUNT OF AFFORDABLE HOUSING PROVIDED BY RHA

VOUCHER UTILIZATION

Short-Term Goals (by 12/2027):

- Increase landlord participation in the HCV program by 25 new landlords.
Baseline = 323 landlords.
➤ Status: **COMPLETE** — currently 409 landlords.
- Increase Special Purpose voucher utilization to 80%. Baseline = 58%.
➤ Status: On track — currently 74%
- Maintain at least 100 landlords with active listings in Padmission.
Baseline = 0.
➤ Status: Pending implementation.

GOAL #1 — CONTINUE TO INCREASE THE AMOUNT OF AFFORDABLE HOUSING PROVIDED BY RHA

VOUCHER UTILIZATION

Mid-Term Goals (by 12/2030):

- Increase landlord participation in the HCV program by 50 new landlords.
Baseline = 323 landlords.
➤ Status: **COMPLETE** – currently 409 landlords
- Maintain at least 150 landlords with active listings in Padmission.
Baseline = 0.
➤ Status: *Pending implementation.*

GOAL #4 — BE AN INTEGRAL PART OF THE COMMUNITY

Short-Term Goal (by 12/2027):

- Hold one (1) landlord/community partner appreciation event each year.
- *Status: On track – event scheduled for 9/25/25*

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 11

August 26, 2025

SUBJECT: Annual Open Meeting Law Training by Ryan Russell of Allison MacKenzie.

FROM: Executive Director

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 12

August 26, 2025

SUBJECT: Additional Items

FROM: Executive Director

RECOMMENDATION: For Possible Action

Additional Items:

- a) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- b) Reports on conferences and training. (Discussion)
- c) Old and New Business. (Discussion)
- d) Request for Future Agenda Topics (Discussion)
- e) Schedule of next meetings. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, September 23, 2025, and Tuesday, October 28, 2025. (For Possible Action)