

**CITY OF RENO, NEVADA
DEPOSIT AND REIMBURSEMENT AGREEMENT
PROPOSED SPECIAL ASSESSMENT DISTRICT**

This DEPOSIT AND REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2023 by and between the City of Reno, Nevada (the “**City**”), and Toll North Reno, LLC, a Nevada limited liability company (the “**Developer**”).

WHEREAS, the Developer has requested that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 to form a Special Assessment District within the City, as depicted on Exhibit A (the “**District**”), to levy special assessments, and to issue one or more series of bonds (the “**Bonds**”) to provide for the construction, acquisition, or furnishing of certain public improvements within the District;

WHEREAS, the Developer owns all of the real property that is included within the boundaries of the proposed District;

WHEREAS, the Developer has agreed to advance moneys to be used by the City to pay costs and expenses associated with the formation of the District, the levy of assessments, and the issuance of Bonds, such advances being subject to reimbursement or credit upon a successful issuance of the Bonds or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. The Developer shall advance moneys (the “**Moneys**”) to the City’s Finance Director as provided in Section 4 hereof, which Moneys shall be used by the City to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 4 hereof, the City shall not proceed with the formation of the District or the issuance of Bonds.

SECTION 2. The City’s Finance Director shall use the Moneys to pay costs and expenses, if any, incidental to or associated with the formation of the District, the levy of the assessments, and the issuance of Bonds (collectively, “**Financing Costs**”), including, without limitation, costs and expenses relating to the following, as applicable: (a) the property appraisal, (b) the absorption study, (c) noticing and publication expenses, (d) the assessment engineer, (e) District, assessment, and Bond administration, (f) the City’s Bond Counsel, (g) the City’s financial consultant, and (h) the City’s personnel and out-of-pocket costs. The timing and amount of any such expenses shall be determined in the City Finance’s Director’s sole discretion. Such expenses shall be paid in accordance with the City’s general expense policy.

The scope of work and terms and conditions of the agreements for the foregoing advisors and special services will be subject to the City's Finance Director's approval or as outlined in agreements that will be on file in the City's Finance Director's office and available for inspection and review by the Developer. The City's Finance Director shall maintain records of the payment of all Financing Costs and keep such records on file and available for inspection and review by the Developer in the City's Finance Director's office.

SECTION 3. The Developer acknowledges and agrees that all consultants to be compensated pursuant this Agreement shall be retained by the City for the benefit of the City. The Developer may retain its own consultants and/or legal counsel at no cost to the City.

SECTION 4. The Developer shall deposit with the City's Finance Director the initial amount of \$150,000 within five (5) business days after this Agreement is executed and delivered by the City. By the last business day of each standard calendar quarter, the City's Finance Director will notify the Developer of amounts expended by the City and provide reasonable backup documentation relating to such expenditures. The Developer shall deposit additional Moneys with the City's Finance Director by the 10th day of the next succeeding month after such notification sufficient to bring the amount of Moneys on deposit back to \$150,000. The City's Finance Director shall cause all Moneys received from the Developer to be deposited into a separate fund. All interest or other amounts earned on Moneys in such account shall be applied to the payment of Financing Costs or otherwise applied as set forth herein.

SECTION 5. The City shall return all unused Moneys to the Developer upon the earlier of 30 days following: a) the issuance and delivery the Bonds; (ii) termination of this Agreement or demand from the Developer (after payment of expenses and obligations outstanding at the time of termination or demand); or (iii) one year after the effective date of this Agreement, unless a later date is agreed to by the City and the Developer.

SECTION 6. This Agreement does not in any way create an obligation or commitment that the City will proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if, in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 7. This Agreement is not assignable.

SECTION 8. To the fullest extent permitted by law, the Developer shall defend, indemnify and hold harmless the City and its officers, employees and agents (collectively "Indemnitees") from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Developer or the employees or agents of the Developer in the performance of the obligations per this Agreement.

SECTION 9. Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be waived upon agreement of the parties. If any term or provision of this agreement or the application thereof is deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if such modification is not possible, either party may terminate this Agreement or the parties may agree to amend this Agreement to sever the offending provision.

SECTION 10. This Agreement may be executed in counterparts and is effective when both counterparts are received by the City Clerk for the City. This Agreement, including recitals and any exhibits hereto, constitutes the entire agreement of the parties hereto. All statements, representations, promises, undertakings made by any party or any contractor, employee or agent of either party not expressly contained herein is hereby superseded by this Agreement.

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

Executed on this _____ day of _____, 2023.

CITY:

CITY OF RENO, NEVADA

OWNER:

Toll North Reno, LLC

By: Hillary Schieve, Mayor

By:

Title:

Address:

Dated: _____

ATTEST:

Mikki Huntsman, City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney