



TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

FLOOD PROTECTION FINANCIAL ASSISTANCE PROGRAM

HOME ELEVATION HANDBOOK



July 2018- **DRAFT**

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SECTION 1

GENERAL PROGRAM INFORMATION AND HOME OWNER INFORMATION

Truckee River Flood Management Authority

**FLOOD PROTECTION FINANCIAL ASSISTANCE PROGRAM
IMPORTANT TELEPHONE NUMBERS**

- 1) **FLOOD PROTECTION FINANCIAL ASSISTANCE GRANT ADMINISTRATOR -9635**
Gateway, Suite A, Reno

OFFICE HOURS: 8:00 A.M. TO 5:00 P.M.

Jay Aldean, Director..... 850-7470
Eric Scheetz, PE, Project Manager and Information Ombudsman..... 850-7473

- 2) **WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT (Includes planning, building, and engineering) - 1001 E. 9th St, Reno**

General Questions (including below)..... 328-3600

Zoning, Property Line Setbacks, Variances, Buildings allowed, Conditional Use Permits, Second Residential Units/Granny Flats, Temporary Mobile homes, road encroachment, flood zone, grading, drainage, etc.

BUILDING PERMITS ISSUED/PLANS ACCEPTED: M – F, 7:30 a.m. to 4:30 p.m.

Building Permit General Questions 328-2020
Inspection Requests 325-8000

- 3) **WASHOE COUNTY ENVIRONMENTAL HEALTH - 1001 E. 9th St, Reno**

Septic & Well Permits, General Questions 328-2434

ABOUT THE PROGRAM AND CURRENT STATUS

The Truckee River Flood Management Authority (TRFMA) recently applied for and received a 50% match up to \$1.75 Million for home elevations on designated parcels in the Hidden Valley and Eastside Subdivision areas. This program is completely voluntary for the homeowners and the grant funding / money will be available to a limited number of qualified homes in these areas during this budgeted phase. This program will cover the eligible costs associated with elevating a home (please refer to Section 2- Contractor Information) and homeowners will be responsible for any costs not eligible under this program. The program complies with all applicable federal, state, and local guidelines.

It is also expected that TRFMA, AKA the Truckee River Flood Project, will receive additional match grants through FEMA and as such candidates for the Home Elevation Program that are within the potential candidate neighborhoods and willing to fulfill the homeowner obligations are invited to apply for elevation assistance. The receipt of your application, including the fee of \$500, initiates the review of your home for elevation candidacy. Approval of this review by the administrator then establishes your financial assistance eligibility for the residential home elevation program.

The implementation of this program will consist of the following steps:

1. List of Neighborhoods with Potential Candidates

Based upon the accumulated data and federal and local criteria, a list of neighborhoods with potential candidates was established for approval by the TRFMA Board (and its predecessor which was the Flood Project Coordinating Committee (FPCC) that then reported to the Washoe County Board of Commissioners).

2. Application for Eligibility

Homeowners within the eligible areas that are able to fulfill the requirements of the program may indicate their desire to participate by submitting an application for eligibility. This “Application for Grant to Elevate Residential Structure” (a copy of which is found in this handbook) denotes receipt of this Financial Assistance Program handbook which introduces the rights and responsibilities of the homeowners. The submitted application will include a \$500 commitment fee and also grants the administrators of the Financial Assistance Program to begin the analysis of eligibility. The eligibility analysis work will include potential site survey work in order to compare lowest floor elevation to the Base Flood Elevation (as identified by the Administrator) for this program. If analysis shows that the lowest floor is above the Base Flood Elevation, the home is determined ineligible for assistance under this program and the \$500 will be refunded. If the home is eligible for financial assistance (i.e. the lowest floor elevation is below the Base Flood Elevation) then the homeowner will be informed in writing and further data will be accumulated.

3. Data Accumulation and Review Committee

Once the home is determined eligible for the Financial Assistance Program, then additional data will be collected by Flood Project staff or assigned consultants consisting of a base amount of geotechnical, structural, and cost estimation data. This information will be utilized to help the Review Committee and thereafter the Administrator decide if the application will be approved. Approved applications will then be ranked and held for funding. When the application is selected for funding, a notice will be sent to the homeowner that the homeowner may then solicit contractor bids.

4. Contractor Bids

The applicant will then request contractor bids for the proposed elevation. The homeowner may select the contractors of their choice to bid on the work; however, the contractor(s) must be licensed in Nevada, carry required liability insurance, and they are responsible for complying with all local and state laws. A list of contractors that have shown interest in performing construction services in relation to this program is available at the TRFMA office.

The contractor bids should include only costs covered by this program (guidelines for allowable costs can be found in Section 2 of this handbook). Should the homeowner seek bids on work not considered part of the eligible costs for elevation, the contractor will need to provide separate bids for the eligible and ineligible portions of the work. As a part of the application the homeowner is required to submit a completed copy of the bid form for each bid. (Copies of this form are provided in Section 3 of this handbook.) The contractors making the bids should be informed of this requirement so that their bids may be adequately and appropriately itemized.

Building codes require the submission and approval of engineered plans prior to beginning actual construction. The contractor, with their appropriate design partner, must include this element in the bid.

If the homeowner prefers to hire a certified civil engineer or architect to prepare the necessary elevation plans independently of the contractor, then the homeowner will have to obtain written approval from the Administrator prior to any work performed by the design professionals. In this case, since the contractor will require plans to prepare a bid, it will be necessary for the homeowner to complete the engineering work prior to obtaining contractor bids. If a homeowner decides not to do a design-build project as standard, money spent by the homeowner on obtaining engineered plans must be preapproved by the Administrator and the homeowner will be required to enter into an additional funding agreement specifically for this design work.

Included with this handbook is a contractor specifications and guidelines section. It is recommended that each homeowner provide a copy to each bidding contractor at the earliest contact with them. This will help the contractors understand the program and provide a bid that meets the program requirements.

5. Review Committee and Grant Agreement for Financial Assistance

After completing the bidding requirements and selecting their preferred contractor bid, the homeowner may then call the Administrator at 850-7460 for an appointment with the Review Committee. The Review Committee consists of Flood Project engineers, flood managers, and other appropriate personnel selected to assist with the Financial Assistance Program. The applicant should bring with them to the appointment:

- Copies of contractor bid(s) and the completed bid form(s)
- Copy of civil engineer's bid and contract (if applicable)
- Proof of ability to pay for the portion of the homeowner improvements not covered by the Financial Assistance Program (see guidelines for eligible costs in Section 3 for more information)

At the Review Committee the homeowner will request their preferred contract amount based upon the contractor's bid selected by the homeowner. The Review Committee will then review the bid, compare bid information to the internal engineer cost estimate, and determine eligibility of qualified home elevation expenses that will be covered by the Financial Assistance Program. As noted above, non-qualified expenses can be incorporated into the work for reasons of costs savings or otherwise by the homeowner but these expenses will not be reimbursed or covered by the Financial Assistance Program. The Review Committee will also explain the construction procedures and payment process and ensure that the homeowner

understands legal restrictions and other compliance issues. Upon approval of the bid by the Review Committee, the grant commitment will be completed and signed and the homeowner is then given a Notice to Proceed (NTP). A copy of the grant commitment may be found in this handbook. As the agreement may be revised from time to time, please contact the Administrator for the latest version. This agreement details the rights and responsibilities of the homeowners for the construction phase of the Financial Assistance Program. If the Review Committee rejects the bid, the applicant may then request additional bids from different contractors or renegotiate with the contractor until an agreement is reached. If needed, TRFMA may also reconcile the bid quantities and decide to update the engineer cost estimate accordingly based upon updated contractor means and methods data. TRFMA will then send the updated information to the Review Committee to approve the bid or reject the bid.

Deed Restriction

Owners of structures to be elevated must execute a deed restriction that restricts future use of the area under the elevated first floor to parking and temporary storage only and stipulates that flood insurance will be maintained for as long as the building remains in a Special Flood Hazard Area. The deed restriction must be signed and will be recorded prior to the start of construction. (A copy of this form is included in this handbook.)

Other Assistance

Financial assistance may not be awarded unless the property owner abides by all conditions set forth in the requirements of Washoe County Ordinance 1439, especially pertaining to code section 40.455, section 6, item 5. (A copy of the ordinance is included in the Appendix of this Handbook.)

6. Homeowner Managed Home Elevation and Contractor Payment

Homeowners will enter into a contract with the approved design-build contractor to complete the home elevation. The contractor will develop the building plans and secure the permit from the Washoe County Building Department prior to the start of construction. Qualified expenses for work that is completed, passes permit inspections, and complies with other qualified requirements/inspections as determined by the Administrator will be invoiced to the homeowner who must then forward the invoice to the Truckee River Flood Project. The Flood Project will then review the invoice and inspection reports and make a direct payment of agreed upon "Not to Exceed" completion amounts to the homeowner. The homeowner is then responsible to pay the contractor(s). The invoice and payment process will continue until all eligible Financial Assistance Program work items are completed.

Please refer to Section 3 of this handbook for sample copies of forms including:

- Application for Grant to Elevate Residential Structure
- Grant Commitment and Agreement
- Declaration of Covenants, Restrictions, and Easements

(*These forms are included in this handbook for informational use only. As the Financial Assistance Program addresses coordination and design for specific situations the forms may be updated. Please contact the Flood Project staff for the latest version of these forms.)

HOMEOWNER ELIGIBILITY

The requirements, limitations or provisions in Washoe County Ordinance #1439 regarding the financial assistance program must meet all the following criteria:

- Financial assistance must be for projects that are within an Approved Area designated as set out in Attachment A to the ordinance or as later specified in the regulations.
 - Financial assistance may not be awarded to protect any building, structure or improvement unless the building, structure or improvement existed or construction had begun on the building, structure or improvement on or before July 1, 2009.
 - Financial assistance may not be used to relocate any building, structure or improvement to a new location that is in an Approved Area or an Area Likely to be Flooded.
 - Financial Assistance may not be awarded unless the property owner has not received and agrees not to apply for any financial assistance to make his property resistant to flood damages from a tourism improvement district established pursuant to NRS 271A.070, a tax increment area created pursuant to NRS 278C.155, a redevelopment area established pursuant to NRS 279.426, a program for the rehabilitation of residential neighborhoods established pursuant to NRS 279A.030 or a program for the rehabilitation of abandoned residential properties established pursuant to NRS 279B.030.
 - Financial assistance may not be awarded if in the opinion of the Administrator the estimated cost of making property improvements resistant to flood damage exceeds the total value of the structures on the land.
 - Financial assistance may be provided only to property improvements whose Base Floor has actually been flooded in the past or is below the predicted flood elevation established by the Administrator for a 100 year flood event. The Administrator shall reevaluate and establish predicted flood elevations from time to time using current models and information. When considering a property for financial assistance, the Administrator shall use the most recently established predicted flood elevation when the application is being considered, and if the Administrator determines at that time that the property is eligible under the most recently established predicted flood elevation criteria, that determination remains in effect even if the predicted flood elevation is later changed.
 - Financial assistance shall not be provided to any property if the property is anticipated to be protected by a structural facility (levee, floodwall, bank stabilization or terracing, detention facility or the like) designated in the Flood Protection Plan.
 - The Administering Agency may, by regulation, provide for other limitations and requirements.
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In addition to requirements, limitations or provisions in Washoe County Ordinance #1439 Candidates for financial assistance under the Home Elevation Program must meet specific criteria. These criteria are:

- °No elevations shall be eligible if located within a regulatory floodway.
- °No elevations shall be eligible if located on federal leased land.
- °Only residential structures will be considered as candidates for elevations.
- °Eligible residential structures must be either owner or renter occupied primary residences.
- °The applicant must be the legal owner of the real property to be assisted.
- °Structures must continue to be primary residences immediately following elevation.
- °No member of the governing body of the County of Washoe or other official or employee or agent of the County government who exercises any policy decision-making functions or responsibilities in connection with the planning and implementation of the Truckee River Flood Protection Financial Assistance Program shall directly or indirectly be eligible for assistance under the program.
- °Income levels of the occupants of the property will not be considered if the homeowner is otherwise qualified for assistance under the program guidelines.

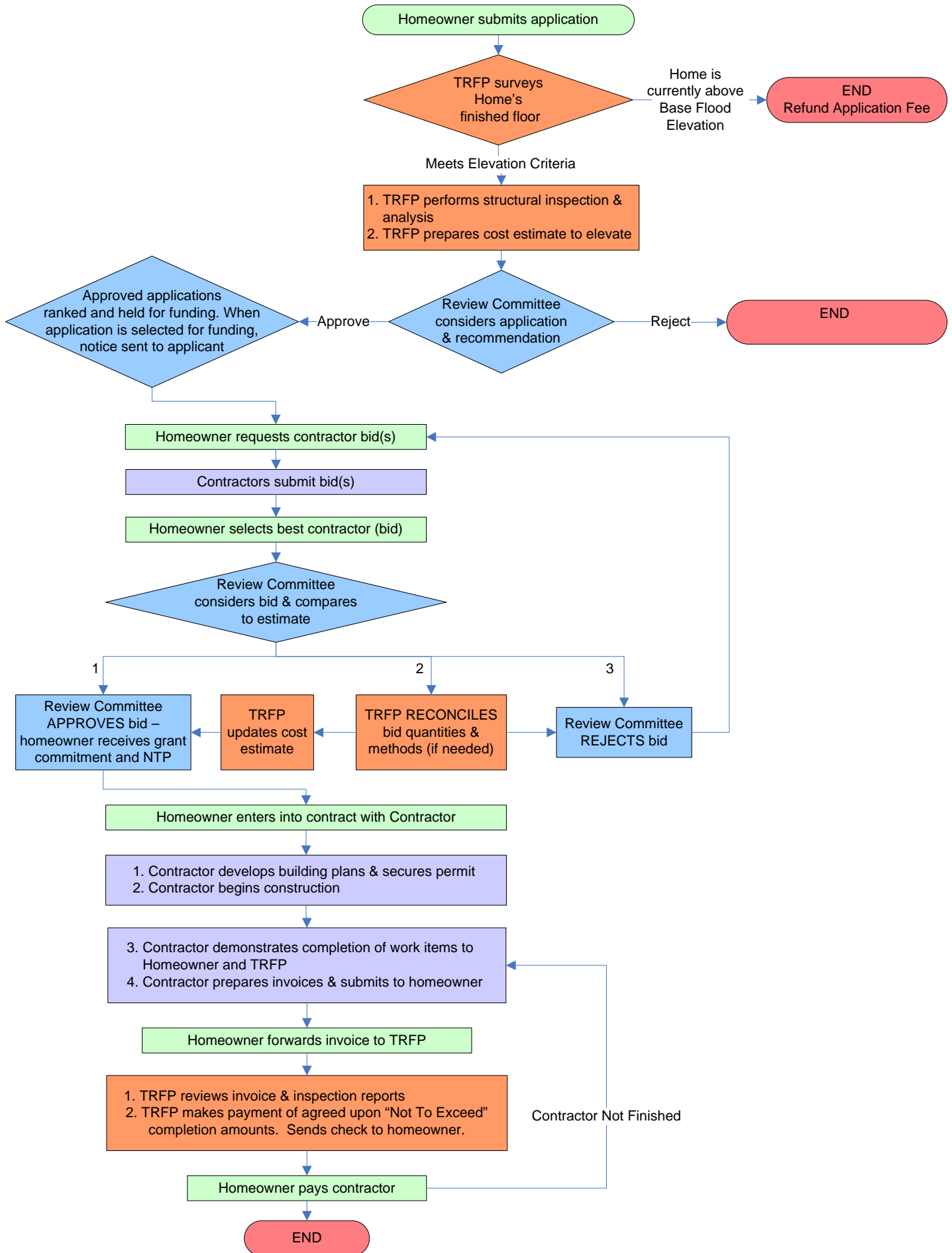
HOMEOWNER OBLIGATIONS

Once determined eligible, homeowners wishing to participate in the elevation program are required to fulfill the following obligations:

- ° Homeowners must submit a fee of \$500 with the application for home elevation.
- ° Homeowners must carry flood insurance, or agree to purchase flood insurance upon completion of the elevation.
- ° Owners of structures to be elevated must execute a Deed Restriction, prior to the start of construction, that restricts future use of the area under the elevated first floor to parking and temporary storage only, in conformance with Truckee River Flood Protection Financial Assistance Program ordinance; and to carry flood insurance for as long as the building remains in a Special flood Hazard Area. (This form can be found in this handbook.)
- ° The homeowner must obtain contractor bid(s) for the elevation. If the bid includes work that is not covered under the Home Elevation Program, the bid will be broken down into that portion that does qualify and the portion that does not. No homeowner or volunteer labor qualifies.
- ° The homeowner may select the contractor(s) of their choice to bid on the work; however, the contractor(s) must be licensed in Nevada, carry required liability insurance, and be responsible for complying with all local and state laws.
- ° Building must be elevated to a minimum of three (3) feet above the higher of the base flood elevation (BFE) or the 100 year flood event elevation, regardless of the damage level to the structure. (The appropriate elevation for your residence is determined by the Administrator prior to bid phase.)
- ° Assistance money will cover 100% of qualified elevation costs up to the designated cap. Homeowners will cover that portion not covered by the program and any in excess of the designated cap.
- ° Temporary housing expenses during the period that the house is uninhabitable while undergoing elevation are the responsibility of the homeowner.
- ° The homeowner will be required to submit all application materials and to call for an appointment with the Homeowner Interview Committee.
- ° Following the appointment with the Homeowner Interview Committee and signing of the Grant Agreement, the homeowner will be required to provide the committee with the following: a copy of the contractor's contract, a copy of the contract with the civil engineer (if it is not included in the contractor's bid), and copies of each billing/ invoice for contractor payment.

NOTE: Homeowners shall provide a copy of all billing/costing paperwork relating to each construction phase, and submit a copy of these documents to the Administrator in order to comply with federal audit requirements.

Home Elevation Financial Assistance Program Flow Chart (Design-Build Project)



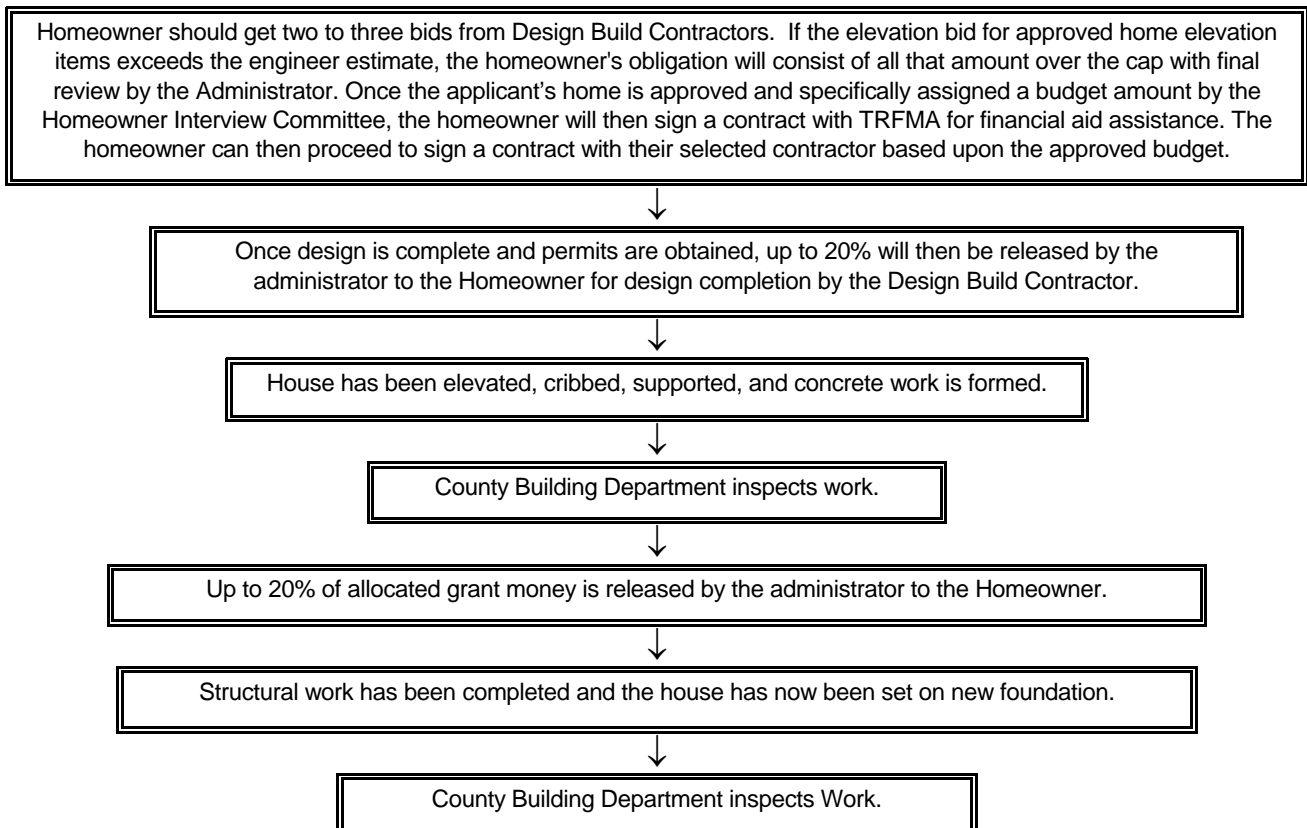
PAYMENT AND INSPECTION SCHEDULE

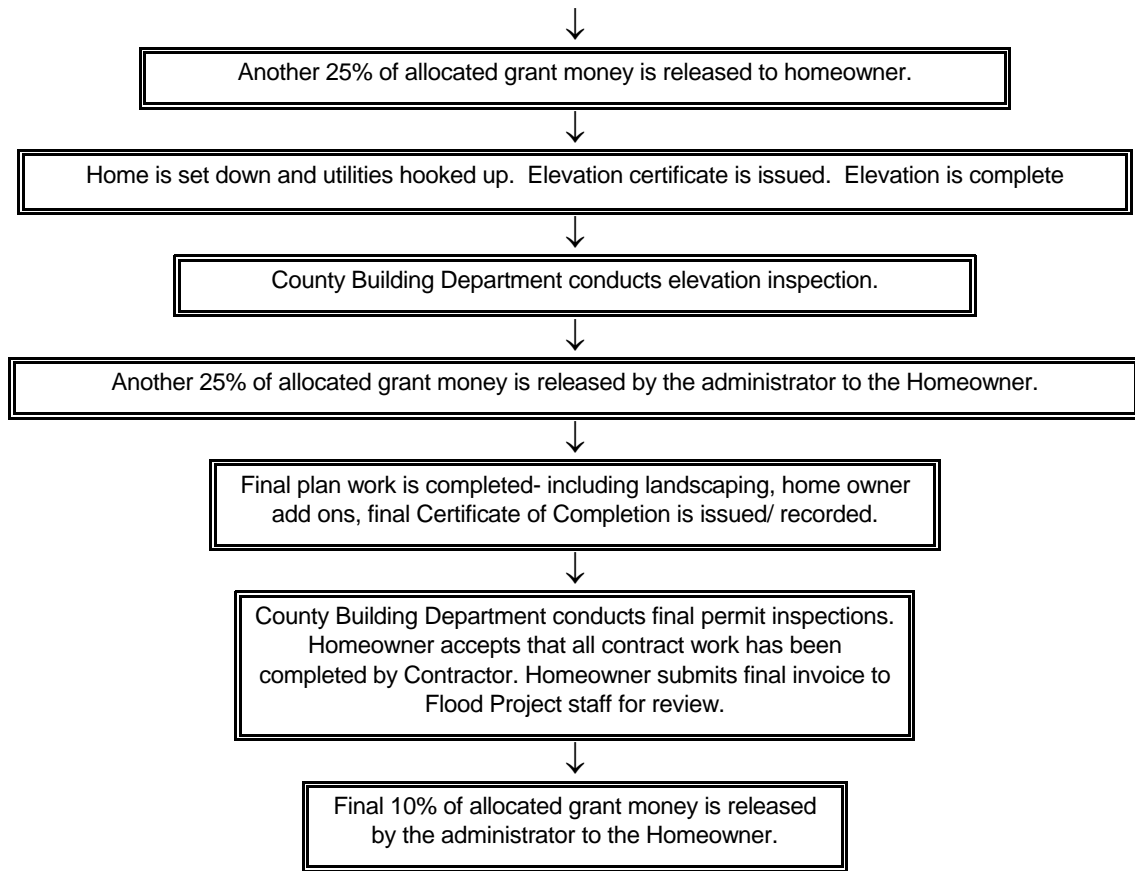
Contractors generally expect payments to be made in increments. The first payment will be used for design services and paid once building permits are obtained. Subsequent payments will be paid as phases of the construction are completed and invoiced. The homeowner will be responsible for ensuring a contractor's invoice is submitted to the administrator. The administrator will then review the invoice for qualified home elevation compliance and if approved submit payment directly to the homeowner. The homeowner, as obligee to pay per the contract, is responsible to pay the contractor. Once the contractor successfully completes specified phases of construction, as verified by the County building inspectors, appropriate portions of grant monies will be available for payment as illustrated below.

Upon completion of the elevation work eligible under the grant, but prior to making the final payment to the contractor, the homeowner or the contractor should contact the design engineer to inspect the work and issue an elevation certificate. Following this the County Building Department will make a final inspection of the elevation work and if it is complete and satisfactory, the final 10% of the allocated grant monies will be released.

If, with the completion of the elevation, all construction is complete, the Building Department will issue a Final Inspection Approval and a Certificate of Occupancy (or equivalent). If there is other work being done that is not covered under the grant program, the Final Inspection Approval will not be issued until all work is complete. Upon issuance of the Final Inspection Approval, the homeowner will be required to file a Notice of Completion with the County Recorder.

PAYMENT SCHEDULE FLOW CHART





SECTION 2

CONTRACTOR'S SPECIFICATIONS & GUIDELINES

CONTRACTORS' SPECIFICATIONS AND GUIDELINES

The homeowners eligible for the reimbursement are required to solicit bids from the contractors to perform the elevation. The contractors and their bids must meet certain criteria. The information contained in this handbook explains these requirements. Included in this section are the following items:

Allowable Elevation Costs

This lists those items that are and are not covered under the reimbursement program. Should the homeowner wish to include work that is not eligible for reimbursement, the contractor will need to provide a separate bid for the eligible and ineligible portions of the work.

Bonding and Insurance Information

All contractors must be licensed in Nevada. They are responsible for complying with all local and state laws and they must carry required liability insurance. This document provides specific information about these requirements.

Building Permit

Information on how to obtain a building permit(s) for the Home Elevation Program.

Payment and Inspection Schedule and Examples

The homeowner will be responsible for submittal of all invoices from the Contractor to the Administrator.

The grant funds will be made available to the homeowner in phases as outlined in the attached *Payment and Inspection Schedule*. Contractor billing will have to be coordinated with this schedule.

Please refer to Section 3 of this handbook for a copy of the Bid Form. (*The form is included in this handbook for informational use only. The Financial Assistance Program is continuously updating this form; **please contact the Flood Project staff for the latest version of this form.**)

If you have questions on the program, please call

Eric Scheetz, PE,
Truckee River Flood Project
Grant Requirements and Information Ombudsman
850-7423

Or if you have building permit questions, please call

Washoe County
Building Department
328-2020

ALLOWABLE ELEVATION RELATED COSTS- FINANCIAL ASSISTANCE PROGRAM ELEVATION GUIDELINES FOR CONSTRUCTION

The following guidelines are taken from attachment B of the Financial Assistance Program (FAP) Ordinance- Washoe County Ordinance 1439, adopted May 25, 2010. The guidelines indicate what portions of a house elevation construction project are eligible to receive Grant money. In the event there is a conflict between this handout and grant Administrator requirements, the Administrator requirements shall govern. When contract bids are submitted to TRFMA for consideration of receiving Grant money, the contract bid and related documents must specifically document the cost items in terms of the following criteria. **Note: the licensed contractor is required to provide a 100% performance bond and liability insurance.**

Eligible costs include:

GENERAL RULE: ONLY THE DIRECT COSTS ASSOCIATED WITH ELEVATING THE HOUSE ARE ELIGIBLE TO RECEIVE GRANT MONEY

1. ELIGIBLE PLANNING AND PERMIT COSTS for all types of projects (elevation or relocation of residential properties and floodproofing of commercial properties) include but are not limited to:

- a) Costs of preparing plans and specifications and the certifications required.
- b) Costs of building permit applications
- c) Costs of certificates required for flood insurance applications and determinations.

2. ELIGIBLE HOME ELEVATION COSTS include but are not limited to:

- a) Jacking up Base Floors; installation and removal of beams for lifting the house, cribbing for raised house while the new foundation system is being built;
- b) Disconnecting and reconnecting existing utilities.
- c) Elevating all utilities and service equipment (hot water heater, furnace, outlets for electricity, air conditioning, cable, communications etc) and providing meter reading service if needed; this cost includes construction of a utility room above the Base Flood Elevation but only if there is not existing space within the house or if there is no other more cost effective way to elevate the utilities. If new utility room space must be constructed, it cannot be greater than 100 sq ft in gross floor area.
- d) Constructing foundations so the Base Floor is 3 feet above the predicted flood elevation established by the Administrator under this chapter, including seismic upgrades per local codes as required (including bolting the home to the foundation and/or cripple walls, and the seismic bracing of any water heaters). Repair to existing foundation but only if necessary (as determined by the design engineer) for the safe elevation of the structure.
- e) Replacement of termite damaged or dry rotted wood framing members if such members are directly associated with elevating the home or are required for the recommended seismic bolting or bracing.
- f) Lowering base floors and connecting to foundations.

- g) Minimum costs of exterior sheathing associated with what was damaged or removed during the elevation process.
- h) Building driveways.
- i) Building of new wooden stairs and landings to access the elevated living space per the minimum code requirements. Note: grant funds may not be used to elevate any existing deck; however if an existing deck must be removed to accommodate the lifting of the house, the costs of repair/replacement at its previous level is eligible.
- j) A residence with an attached garage may be eligible for certain costs associated with relocating the garage under the elevated house. However, if the predicted flood elevation established by the Administrator under Subsection 2.03 (g) of the Ordinance, would only require the house to be elevated four (4) feet, grant money may not be used pay any costs associated with elevating the house above that level to accommodate the garage.
- k) Where the owner or members of the owner's family are physically handicapped, certain access facilities are granted eligible upon written confirmation from a physician. Such facilities may include an access ramp or mechanical lift where ramps are not technically feasible.
- l) Rough grading of the yard and the seeding of grass if these areas were damaged by equipment during the elevation process or where the elevation process affects slopes and/or stabilization of the structure or surrounding structures.
- m) Insulation of water pipes within 5 feet of the water heater.
- n) New roofing where roof lines are altered by elevation of improvements.
- o) Costs associated with repair or replacement of items damaged by contractor's operations, provided such operations are actual, reasonable and necessary for the completion of the home elevation, relocation, or floodproofing project and provided that the contractor did not damage such items through negligent acts or failure to take proper precautions in protecting such items from damage.

Costs NOT Eligible include but are not limited to:

GENERAL RULE: CONSTRUCTION COSTS FOR ALL ITEMS BEYOND THE ACTUAL ELEVATION OF THE RESIDENCE ARE NOT ELIGIBLE.

- a) Costs which are not actual, reasonable and necessary to make property resistant to flood damage.
- b) Painting of foundations or the walls around Building Flood Pool Areas of structures elevated.
- c) Insulation and drywall for walls of the Building Flood Pool Area.
- d) Upgraded driveways, ramps and entryways.
- e) Siding, except for siding that was damaged in the elevation process.
- f) Landscaping, except landscaping to replace landscaping that was removed.
- g) Costs for elevating the home to any elevation higher than three feet above the predicted flood elevation established by the Administrator under this chapter.
- h) Repairs, rehabilitation, additions, expansions, or elevation of appurtenances except noted in eligible costs above.

- i) Construction or repair of decks or porches except as noted in the “eligible costs” above.
- j) In cases where existing floor systems have been inadequately designed or constructed with undersized materials, the homeowner must bear all costs of rehabilitation related to such inadequacies.
- k) Costs of replacement of utility service components which are undersized, of inadequate capacity, or are unsafe, shall be borne by the owner unless directly related to the action of elevating (i.e. well pumps).
- l) Where HVAC systems are expanded or increased in size and capacity, the owner shall bear any such costs beyond the HVAC’s capacity to service the home’s original square footage prior to elevation.
- m) Where existing underground utility lines have deteriorated, or if such lines do not meet code requirements, additional costs to repair such facilities shall not be eligible for grant funding.
- n) Replacement of flood damaged floor coverings, wall coverings, appliances, cabinets etc are not eligible for grant funding.

BONDING AND INSURANCE INFORMATION

Homeowner/Grantee shall require the contractor performing the work to be properly licensed in accordance with the Nevada State Licensing Law and to provide proof of worker's compensation insurance as required by law. In addition, the contractor shall provide proof of comprehensive general liability insurance covering all operations of the contractor providing insurance for bodily injury and property damage with combined single limits of not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate. The homeowner is advised to consider requiring the contractor to provide releases of lien from all parties working on the property for the contractor or supplying materials to the contractor prior to paying the contractor for the work.

BUILDING PERMIT INFORMATION REGARDING ELEVATION OF A HOUSE

This is a general review of the procedures and requirements for obtaining a building permit to elevate a single family dwelling in Washoe County. Contact the Building Department for additional information. Allow approximately two weeks for your plans and related information to be reviewed.

BUILDING CODES ENFORCED

Washoe County currently enforces the 2012 editions of the International Building Code, Uniform Mechanical Code, Uniform Plumbing Code, and the 2011 National Electric Code. In addition, Local regulations as contained in Chapter 100 of the Washoe County Code, as well as pertinent requirements of State law, are also enforced. It is standard that throughout the country adopted codes generally are 2-10 years behind the year of design depending on when updates are necessary; however, contact the Building Department for the codes in effect prior to starting your design in case updates have been adopted since the printing of this manual. **SPECIAL FLOOD DESIGN REQUIREMENTS REGARDING FLOOD RESISTANT MATERIALS AND FLOOD CONVEYANCE CONSIDERATIONS ARE CONTAINED IN THE HANDBOOK (a copy of these provisions are in the Appendix).** Copies of these codes are available for review at the Building Department.

APPLICATION FILING FEES

Fees for all flood permits submitted to the Building Department for eligible flood damage repair or raising of any existing dwelling will be paid by TRFMA. Any additional square footage will be charged as standard for the related agencies.

PLEASE NOTE THAT THE BUILDING DEPARTMENT CAN ONLY ISSUE BUILDING PERMITS TO OWNERS OF THE PROPERTY OR THEIR AUTHORIZED AGENT WITH AN OWNER-BUILDER VERIFICATION FORM ON FILE IN THAT OFFICE; OR A LICENSED CONTRACTOR/ AUTHORIZED AGENT WHO HAVE CURRENT STATE AND COUNTY LICENSES AND PROOF OF A CURRENT CERTIFICATE OF WORKER'S COMPENSATION (IF APPLICABLE).

General Information

1. Regional Road Impact Fee (RRIF) and Parks Construction Tax

- These taxes are imposed when the addition is an attached accessory dwelling unit.

2. Floodplains

- If the structure is in a FEMA floodplain or in an area determined to be a floodplain, there will be additional requirements for construction. There are several options and methods of construction in a floodplain and your engineer will assist you in determining which methods meet your needs.
- The services of a licensed engineer or land surveyor will be required to complete a FEMA Elevation Certificate. The first part of the elevation certificate is required before a building permit is issued. The second part is required at the final inspection. The elevation certificate (part 2) can be used to obtain flood insurance for the structure.

Plan Submittal Checklist

1. DRAFTING OF PLANS:

Plans drawn by persons not licensed by the Nevada State Board of Architecture or the Nevada State Board of Registered Professional Engineers and Land Surveyors, cannot be accepted by the Department Of Building and Safety.

EXEMPTION:

An owner builder may prepare plans for use with his own residential construction. This does not exempt the owner builder from any engineering requirements set forth in the building code or by Washoe County. Plans submitted by a licensed contractor under the provisions of NRS 623 who provides his own drawings for his own construction activity.

2. ARCHITECTURAL COMMITTEES (NRS 278.563)

- If the project is located in an area that has an architectural committee that is registered with Washoe County, architectural committee approval is required prior to submitting your plans to the building department.
- Original signatures, and/or stamp from the architectural committee is required on all elevations, and plot plans.

3. ENGINEERING REQUIREMENTS

Structural engineering is required for home elevation work associated with the foundation.

- Provide two (2) wet sealed (original stamp and signature) engineering calculations for the project.
- All engineering requirements are to be shown on plans.
- The project engineer or architect shall wet stamp and seal all engineered plan sheets.

4. ENERGY CALCULATION FORMS

All energy compliance forms must meet the 2003 International Energy Code requirements.

Residential plan submittals should be submitted on REScheck or similar software documentation. Free downloads are available from the Department of Energy's web page at www.energycodes.gov. A prescriptive package that does not require a computer is also available from Washoe County Department of Building and Safety.

5. TRUSS CALCULATIONS (If Applicable)

- Two (2) sets of truss calculations are to be submitted at time of application. Calculations must be site specific, either with address or Assessors Parcel Number, and wet sealed.
- All Truss locations are to be identified on the roof-framing layout.
- An approval letter from the project engineer is required that includes the following information:
 - i. Date
 - ii. Project Address
 - iii. Owner's Name
 - iv. Contractor
 - v. Truss Manufacturer and date
 - vi. Project engineer signature and wet seal stating "This letter is to certify that I have reviewed the attached truss calculations for the above address, prior to submitting to the building department, and find them to be in compliance with the plans and specifications (including, but not limited to, connections, truss loads, load path, bearing points, etc.)"

AN OVERVIEW OF THE BUILDING PERMIT PROCESS

START---

At the Building Department, you will be given a plan check application form and a departmental routing sheet to complete. Take the plans with two plot plans, and the routing sheet to the Planning Department for their review of zoning and property line setback requirements, building height, footprint coverage, tree permit requirements and major flood zones.

Once Planning approval has been obtained, return to the Building Department where they will start a file. The engineer/ contractor will then pay necessary fees. You will be directed to go to Public Works-Special Districts & Environmental Health.

Community Development will need to review the two sets of plans prior to the Building Department doing their plan check. This review is for compliance with the County Flood Ordinance. (See the attached for an overview of these requirements.) Once they have completed their review they will deliver the plans to the Building Department for their plan check.

Environmental Health will determine any requirements they may have regarding the sewage system and/or water system.

Once the plans have been approved by the Building Department and approvals from all applicable departments have been obtained, you will be notified that your building permit is ready to be issued. At that time the engineer/ contractor will need to pay any fees that have not been paid for any additional square footage. These are paid to the applicable department/agency prior to permit issuance.

PERMIT ISSUED.

BUILDING PLANS - SUBMITTAL REQUIREMENTS

You (or through your engineer/ contractor) are required to submit to the Building Department:

- **Two** complete sets of stamped plans per NRS requirements of the licensed professional with all supporting documents.
- **Four** additional partial sets (copies of stamped sets) consisting of site plan, floor plan and elevation sheets.
- **Two** additional site plans if lot has a septic system.
- All pages of the plans shall be on the same size paper. The minimum size of plans allowable is 18" x 24".
- Plans shall be firmly bound on one edge.
- Plans must be legible and clear for electronic scanning.
- All plans and details are to be drawn to scale and fully dimensioned.

1. SITE/PLOT PLAN REQUIREMENTS

The following information needs to be present on either the title sheet or on the site plan:

- Owners name
- Mailing address
- Project address
- Lot, block and subdivision
- Assessor's parcel number
- Contact Information
- E-mail Address, Cellular Number, Fax, Office Phone, Home Phone
- Show vicinity map, north arrow, date and scale (preferred 1" = 40').
- All property lines with distances, dimensions and total lot area.
- Existing topography on lots with a slope of greater than 10% and proposed grading shall be shown with contour intervals of not more than two feet.
- Show location of any watercourse and/or natural drainage channel, bodies of water and 100-year floodplains within 100 feet of subject property (include- Ditches, creeks, springs, lakes, reservoirs or other surface water on the premises).
- Show location of right-of-way, access easement, street and/or driveway serving the structure. The slope of the access shall be a maximum of 14%. Show the driveway width and length.
- Show required front, side and rear yard setbacks. Show the setbacks of each existing and proposed building(s) from the property lines.
- Show all public utilities, drainage, and easements. Structures shall not be located in easements.
- Show all structures, existing and proposed, including dimensions, height, location and use. Locate all detached buildings and Mother-in-Law Units.
- Show type and location of any slope stabilization and/or retaining walls including heights and finished grades.
- Indicate exterior grades that provide a minimum slope of 2% away from structures for at least 6 feet. Drainage must be directed to the street or documented drainage easement.
- Show location and height of fences.
- Grading information needs to include amount of disturbed area and cubic yards of excavation and fill.
- Awnings and decks information shall include location, distance from property lines and height from grade.
- Retaining walls must be shown including the height from finished grade to top of wall.
- Show finish floor elevation above adjacent grade.
- Show location of mechanical equipment.
- Show septic fields with topography lines at 2-foot intervals.

2. FOUNDATION/ STRUCTURAL PLAN REQUIREMENTS:

- Show size and location of all foundations and piers.
- Show size, span, and spacing of all floor-framing members.
- Show size and spacing of all anchor bolts.
- Show hold-downs and attachment.
- Show all post/beam size (Include connectors used).
- Indicate type of floor sheathing and attachment information.
- Show stepped footings, basement walls, and stem wall footings.
- Show size and location of under floor access and cross ventilation (vents).
- Show deck and porch footings/piers.
- Indicate ground location and size for electrical panel.
- Show separate floor framing layout for upper floors.

3. FLOOR PLAN (1/4" = 1' SCALE RECOMMENDED):

- Label the function of each room (i.e. kitchen, bedroom, den, dining room, etc.)
- Show the location of all plumbing fixtures in the kitchen and bathrooms.
- Show water heater & furnace sizes (include efficiency rating).
- Show all walls & partitions.
- Show all appliances/washer & dryer.
- Show all windows and doors (Include all sizes and types).
- Show kitchen and bathroom counters/cabinets.
- Show shear walls and shear wall schedule.
- Show guardrail type, height, and rail spacing.
- Show fireplace and hearth, including wood or pellet stoves. (Show size & type).
- Show landings at all exterior doors.
- Show size and location of skylight openings (If glass, include manufacturer's information).
- Show width, rise and run of all stairways.

4. **ELEVATIONS:**

- Show all sides of proposed project.
- Show all exterior grades, floor, and roof heights.
- Show types of material to be used such as roofing material, siding, etc.
- Show all posts, decks, overhangs, and details.
- Show foundation & attic vents.
- Show windows and doors matching location on floor plan.
- Indicate roof pitch.
- Indicate ice dam material.
- Indicate building heights of main structure and all other structures to be built on the property as measured from final grade.
- Show height of decks from lowest point of final grade and distance from property line.
- Show elevation of all stories of all structures.
- State composition and color of all siding and roofing materials.

5. **FRAMING DETAIL CROSS SECTION (1/2" = 1' SCALE RECOMMENDED):**

- Show a minimum of one (1) complete **detailed** building construction cross sections.
- Size, span, and spacing of all framing members.
- Show all insulation, (floor/roof/wall) (include "R" Value).
- Piers, girders, posts, and hangers.
- Sheathing & nailing (floor/roof/wall).
- Anchor bolts.
- Sheetrock, (type & thickness).
- Decks and deck framing.
- Footing size & depth (include rebar size & spacing) 24" frost line.
- Rafters/trusses, roof framing.
- Floor blocking.
- Roof overhangs, ceiling joists (Show sizes & details).
- Top plates, studs, and sole plates (Show sizes & details).
- Complete construction cross sections of fireplace and chimney framing.
- Type of material to be used under cantilevered floor joists.
- Rim joists (Show sizes & details).
- Shear transfer from roof through foundation.

6. **ELECTRICAL**

- Size and location of all electrical panels.
- Location of all electrical receptacles, light fixtures, switches, GFI outlets, etc.
- Location of all exterior fixtures and outlets.
- Size of electrical ground.
- Size and location of all furnaces and cold air returns.
- Location of A/C-D/C interconnected smoke detectors.

7. DETAILS

- Minimum scale 1/2" = 1'
- Show all engineering details and schedules shown or referenced in structural calculations.
- Footings, piers.
- Post to girder.
- Pier to beam.
- Header connections.
- Roof eaves.
- Pony walls, drag strap connections.
- Interior footings.
- Girder truss-to-truss connection.
- Beam to joist connection.
- Top plate splice.
- Retaining walls, etc.
- Deck to house, roof to house, walls-porch to house.

8. **ROOF PLAN AND/OR SECOND FLOOR PLAN (1/4" = 1' SCALE)- If Applicable when Square footage is being added.**

- Show size, span, and spacing of all framing members
- Each individual truss shall bear the same designation as the truss calculations
- Show size and location of all beams, headers and posts
- Show size and type of all framing hardware such as hangers, clips, straps, etc.
- Indicate roof sheathing and connection to framing members.
- Show location of fireplace chimneys and skylights.
- Show size and location of all ridges, hips, and valleys.

SUMMARY

_Pre-plan your project. Talk to the various land development departments as well as the TRFMA Grant Administrator/ Ombudsman about requirements before you submit your application. If you have a problem or questions, ask for help.

_Know your ASSESSOR'S PARCEL NUMBER (APN), (it is on your tax bill and deed).

_Building permits are obtained from the Building Department with appropriate clearances from Planning, Public Works, and Environmental Health.

_Building permits will only be issued to owners of the property, licensed contractors or their authorized agents.

PAYMENT SCHEDULE FLOW CHART (Please Refer to Section 1- 9 &10 in this handbook)

EXAMPLES OF PAYMENT SCHEDULES

EXAMPLE I

The eligible elevation costs for a house are \$142,000. Homeowner application fee is \$500 and goes toward the application review. Grant allocation is 100% of eligible Financial Assistance Program expenses, or \$142,000 in this scenario*.

Grant money provided for design completion- payment direct to Design Build engineer/ contractor after inspection permits obtained (up to 20% of grant allocation, typ 10%)	\$14,200
Grant money provided for home elevation, cribbing, supporting and concrete work- payment direct to Design/ Build Engineer/ Contractor after passed inspection (up to 20% of grant allocation)	\$28,400
Grant money provided when structural work completed and house set on new foundation- payment direct to Design Build engineer/ contractor after passed inspection (up to 25% of grant allocation)	\$ 35,500
Grant money provided when utilities are hooked back up and elevation certificate is issued- payment direct to Design Build engineer/ contractor after passed inspection (up to 25% of grant allocation)	\$ 35,500
Grant money provided after final permit inspection is passed and Certificate of Occupancy is issued (Remainder of grant allocation= min 10%)	\$ 28,400
TOTAL	<u>\$142,000</u>

*BETTERMENT EXPENSES- for completed work that is additionally contracted by the Homeowner and outside of the Home Elevation Financial Assistance Program these expenses shall be negotiated by the homeowner with the contractor separate from this payment schedule.

SECTION 3

FORMS

(Rev. 7-31-18)

TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY
FLOOD PROTECTION FINANCIAL ASSISTANCE PROGRAM
APPLICATION FOR GRANT
(to elevate residential structure)

INFORMATION ABOUT APPLICANT AND STRUCTURE

Date of Application	
Name and address of Applicant (must be the owner of Structure) <i>See Note [1] below</i>	Name _____ Street Address _____ City _____ Phone _____ Alternate Phone _____ email (optional) _____
Address and APN (Assessor's Parcel No.) of Property where structure to be elevated is located. Also, please attach a legal description of the property. <i>See Note [2] below</i>	_____ _____ _____ Assessor's Parcel Number _____
Description of structure to be elevated <i>See Note [3] below</i>	_____ _____ _____ _____ _____ _____ _____ _____ _____
When was the structure built?	<input type="checkbox"/> Before July 1, 2009 <input type="checkbox"/> After July 1, 2009
Current elevation of the structure	<input type="checkbox"/> Do not know <input type="checkbox"/> Attached is an elevation certificate executed by a professional engineer or surveyor. <input type="checkbox"/> Other

<p>Has the structure flooded in the past? If so, please indicate when and how much flood water was inside the structure.</p> <p><i>See Note [4] below</i></p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Flood Insurance <i>See Note [5] below</i></p>	<p>Company _____, Agent _____, Agent Phone # _____ Annual Flood Premium \$ _____ (do not include standard homeowner \$)</p>
<p>The structure is:</p>	<p><input type="checkbox"/> Occupied by the Applicant as his/her primary residence. <input type="checkbox"/> Occupied by a tenant who lives in it as his/her primary residence. <input type="checkbox"/> Empty <input type="checkbox"/> Other – Please explain.</p>
<p>Submit \$500 Fee with this application</p>	<p>\$ _____ (amount enclosed). Check # _____</p>

Make check out to Truckee River Flood Management Authority and deliver or send the complete application to the following address:

**Home Elevation Assistance Program
Truckee River Flood Management Authority
9635 Gateway Drive, Suite A
Reno, NV 89521**

Notes:

- [1] This application form is a public document. Giving out your email address is optional.
- [2] The Assessor’s Parcel Number may be found on your property tax bill or the Washoe County Assessor’s GIS Map website at:
http://wcgisweb.washoecounty.us/website/map_Warehouse/property_viewer.htm.
Also, please attach a copy of the legal description of the property. The legal description may be found on your deed to the property, title insurance you may have, or on any deed of trust or mortgage on the property.
- [3] Please indicate if this is a residential structure (commercial structures do not qualify for elevation). If so, indicate approximately how many square feet the building is, the number of stories, how many bedrooms and bathrooms, and whether or not there is a basement or any detached buildings. Also, please indicate whether or not you are on a public water system or a well, and on a public sewer system or an on-site septic system.
- [4] Provide the date(s) of the flood event(s) and how high the water was above the first floor at the peak of the flood event. Whether or not you have previously had water in your home is a not the sole or primary factor in determining grant approval.
- [5] Please provide copies of recent flood insurance statements (as possible). You may black out any personal data that you choose.

VOLUNTARY APPLICATION

1.1 To the Grantor I, each undersigned applicant, hereby apply to Washoe County, Nevada, a political subdivision of the State of Nevada, or to the Truckee River Flood Management Authority, a public agency joint powers authority, as the case may be, and certify and agree with the agency that actually approves and grants funding (the “Grantor”) as follows.

1.2 Application. I hereby apply to be considered for a grant to pay for the elevation of the residential structure described above. This is a voluntary application and I understand that I may withdraw the application at any time up until construction work begins on the project.

1.3 Assignment. If this application is approved, I understand that the approved application may be assigned to any future owner of the Grant Property and structure described above, provided, that the subsequent owner completes an application form and agreement. A new fee is not required.

CERTIFICATIONS

I CERTIFY AS FOLLOWS:

2.1 Ownership of Structure. I certify that I/we the undersigned are all of the owners of the Grant Property and structure identified above.

2.2 True Statements. That all statements made in this application are true, correct and complete and understand that a misrepresentation on this application or any claim forms or materials submitted to the County may lead to revocation of any grant or other approvals and may result in penalties under the provisions of NRS Chapter 357 (Submission of False Claims to State or Local Government).

2.3 No Other Flood Financial Assistance. That I have not and agree not to apply for any financial assistance to make the Grant Property and structure resistant to flood damages from (i) a tourism improvement district established pursuant to NRS 271A.070; (ii) a tax increment area created pursuant to NRS 278C.155; (iii) a redevelopment area created pursuant to NRS 279.426; a program for the rehabilitation of residential neighborhoods established pursuant to NRS 279A.030; or (iv) a program for the rehabilitation of abandoned residential properties established pursuant to NRS 279B.030.

2.4 Home Elevation Manual That I have received a copy of the Home Elevation Handbook given to me by an employee of TRFMA, and that I have read it, understand and agree to the requirements and descriptions in that handbook. I have read the proposed Financial Assistance Agreement and the Declaration of Covenants, Restrictions and Easements in that handbook, and will agree to them if funds are granted to me.

2.5 No breach of other agreement. That I have full authority to execute and perform all of the obligations under the Financial Assistance Agreement, and to execute and record the Declaration of Covenants, Restrictions and Easements and that doing so will not result in a breach or default under any deed or title restriction on the property, any loan agreement, deed of trust, or other lien on the property, any other contract, court order, probate proceeding, trust instrument, or any other legal restriction applicable to me or the property.

REQUIREMENTS AND AGREEMENTS

I UNDERSTAND AND AGREE:

3.1 Fees. That the \$500.00 application fee is not refundable except if it is determined that the Structure is not eligible for a grant based on its elevation.

3.2 Permission to go on property. I give permission to employees and independent contractors of Grantor to enter upon my land during daylight hours on weekdays to survey and inspect the structure to be elevated in order to determine eligibility for the grant and feasibility of elevating the Structure.

3.3 Permanent Covenant on the Land. If I accept grant money, I will execute and allow to be recorded a Declaration of Covenants, Restrictions and Easements, a copy of which has been furnished to me. In the Declaration, I promise to purchase flood insurance on the structure, and to use the new "Building Flood Pool Area" (created by elevating the base floor of the structure) only for storage and parking and not for living purposes. I also grant an easement allowing floodwaters to flow across my property. I understand that if the Declaration is executed and recorded it constitutes a permanent encumbrance on my property applicable not only to me but to all future owners of the property, and that if there is a violation, the Grantor may sue for a court order to enforce it or for a return of the grant money. I understand that the Declaration may have an impact on the future value of my property.

3.4 Approvals. I understand that approval may be required by my homeowner association and by my lender before my structure may be elevated, and if so, I agree to obtain such approvals before construction starts.

3.5 Contract with Contractor. If this application has been approved and I have been given a notice to proceed to construction, I will enter into a contract with a contractor to perform the elevation. I am solely responsible for negotiating, honoring and enforcing that contract. If the Grantor reviews and approves the contract, it is solely for the purpose of determining whether or not it includes costs that are not eligible for grant funding. The Grantor cannot practice law or provide advice as to the contents of a construction contract.

3.6 Hold Harmless. I hereby hold harmless and agree to defend and indemnify the Grantor for any and all actions and claims arising from the quality of construction and any construction defects. I understand that site visits and progress checks by the Grantor are solely to determine whether or not progress payments may be made and that the persons checking construction are not qualified to determine whether or not the construction is free of defects or complies with any codes and standards.

APPLICANT: (Each owner of the property must sign)

Signature

Date

Printed Name

Signature

Date

Printed Name

Signature

Date

Printed Name

TRFMA FINANCIAL ASSISTANCE PROGRAM- BID FORM

PROPERTY OWNER: _____

LOCATION OF RESIDENCE: _____

NAME OF CONTRACTOR WHOSE BID

NUMBERS ARE USED ON THIS APPLICATION: _____

The following is provided to assist the applicant in qualifying their costs as eligible for Grant payments. The applicant should refer to ***Financial Assistance Program Elevation Guidelines for Allowable Elevation Related Construction Costs*** in the Handbook. Requests for payment which are not structured in terms of eligible costs documentation will not be processed. Bids need to be submitted and documented as follows:

GENERAL RULE: ONLY THE DIRECT COSTS ASSOCIATED WITH ELEVATING THE HOUSE THREE FEET ABOVE THE 117 YEAR FLOOD ELEVATION ARE ELIGIBLE FOR MAXIMUM GRANT ALLOCATION.

NOTE: ALL COSTS ASSOCIATED WITH ELEVATING THE HOUSE GREATER THAN THE REQUIRED THREE FEET ABOVE THE 117 YEAR FLOOD ELEVATION CANNOT BE INCLUDED IN THE FOLLOWING AND MUST BE SHOWN SEPARATELY:

1. Costs for Design engineering

- ◆ Cost for Building Permits

2. Costs for lifting the house

- ◆ Disconnection of all utilities.
- ◆ Installation and removal of beams for lifting the house.
- ◆ Cribbing for a raised house while the new foundation system is being built.

3. Costs for building foundation so that the lowest habitable floor is 3 feet above the 117 year flood elevation.

- ◆ Lowering house onto new foundation.
- ◆ Seismic retrofitting of the elevated foundation including attachment of the building to that foundation.
- ◆ Re-connection of all utilities--extending lines and pipes if necessary.

Quantity	Units	Unit Price	Cost

TRFMA FINANCIAL ASSISTANCE PROGRAM- BID FORM

4. Associated costs directly related. (COSTS NEED TO BE SPECIFICALLY ITEMIZED & DOCUMENTED.)

- ◆ Elevating utilities and service equipment (hot water heater, furnace, outlets for electricity, etc.) and providing meter reader access if necessary
- ◆ Construction of new stairs and landing to access the elevated living space per the minimum code requirements. [Note: grant money is not applicable to elevating any existing deck; however, if an existing deck must be removed to accommodate the lifting of the house, the costs of repair/replacement at its previous level is eligible.]
- ◆ Insulation of water pipes (as required by code).
- ◆ Repair to the existing foundation but only if such repair is necessary (as determined by the design engineer) for the safe elevation of the structure.

- ◆ Replacement of termite damaged or dry rotted wood framing members if such members are directly associated with elevating the home or are required for the recommended seismic bolting or bracing
- ◆ Minimum costs of exterior sheathing associated with what was damaged or removed during the elevation process
- ◆ Where the owner or members of the owner's family are physically handicapped, certain access facilities are granted eligible upon written confirmation from a physician. Such facilities may include an access ramp or a mechanical lift where ramps are not technically feasible.
- ◆ Rough grading of the yard and the seeding of grass if these areas were damaged by equipment during the elevation process or where the elevation process effects slopes and/or stabilization of the structure or surrounding structures
- ◆ Seismic upgrades per local and/or state codes as required, including bolting the home to the foundation and/or cripple walls, and the seismic bracing of any water heater(s)

Quantity	Units	Unit Price	Cost
Sum Total:			

Consult the elevation construction cost guidelines in handouts.

TREMA FINANCIAL ASSISTANCE PROGRAM- BID FORM

Potential Time and Material Basis Work

(\$/Hr)

General Carpentry

--

General Electrical

--

General Mechanical

--

General Masonry

--

General Plumbing

--

General Landscaping

--

NOTE: ATTACH COPY OF CONTRACTOR'S SIGNED BID.

Please include a copy of quantity calculations for each bid item as relevant.

**TRUCKEE RIVER FLOOD PROTECTION FINANCIAL
ASSISTANCE PROGRAM
GRANT COMMITMENT AND AGREEMENT**
(Residential Home Elevation)

1. Parties, Definitions, Key terms:

<i>Owner</i> <i>(name and address)</i>	
	and assigns permitted under Paragraph 4.A of this Agreement.
<i>Grantor</i>	Truckee River Flood Management Authority, a body corporate and politic and a public agency. 9635 Gateway Drive, Suite A, Reno, Nevada 89521 Attn: Eric Scheetz, P.E. Project Administrator (775) 850-7423 email:escheetz@washoecounty.us and its assigns permitted under Paragraph 4.A of this Agreement
<i>Grant Property Address</i>	
<i>Structure(s) to be elevated</i>	
<i>Maximum Grant Amount</i>	
<i>Eligible Costs or Allowable Costs</i>	Means those costs identified in Attachment B to Washoe County Ordinance 1439 as may be amended by the Truckee River Flood Management Authority and in the Truckee River Flood Protection Financial Assistance Program Home Elevation Handbook which is in force and effect on the Date of Commitment.
<i>Date of Commitment</i>	
<i>Construction Start Deadline</i>	
<i>Expiration Date of Commitment</i>	

2. Grant Commitment; Progress Payments

A. As authorized by NRS 244.3653, Washoe County Code 40.450 through 40.460 as amended, and the Interlocal Cooperative Agreement (Truckee River Flood Management Project) of March 11, 2011, and subject to the terms and conditions in this Agreement, Grantor hereby commits to grant funds to the above named Owner up to the Maximum Grant Amount to pay or reimburse Owner for eligible costs to elevate the above described structure on the Grant Property to a minimum required elevation.

B. Owner agrees that grant funds shall only be used to perform elevation work on the structure(s) to be elevated at the grant property address as identified in Section 1 of this Agreement. Such elevation work shall be limited to the work identified in section 2.c. of this Agreement and to work constituting Eligible or Allowable Costs as defined in Section 1 of this Agreement.

C. In accordance with NRS 244.3653(3)(c)(3)(ii) and Washoe County Code 40.455(5), Owner represents and warranties that Owner has not received, and agrees not to apply for, any further financial assistance to make the property resistant to flood damage from a tourism improvement district established pursuant to NRS 271A.070, a tax increment area created pursuant to NRS 278C.155, a redevelopment area established pursuant to NRS 279.426, a program for the rehabilitation of residential neighborhoods established pursuant to 279A.030 or a program for the rehabilitation of abandoned residential properties established pursuant to NRS 279B.030.

D. Funds are payable in installments based on proof of work completed (including progress check by Grantor) as follows:

Pmt #	Upon completion of the following work, submission of invoices and progress check by Grantor officials*	Estimated Progress payment would be**:	
		%	Amount
1	Construction contract executed and approved by Grantor; proofs of insurance and warranty provided; design completed; building permits obtained; Declaration of Covenants, Restrictions and Easements executed and recorded.	20%	\$
2	Home is elevated, cribbed, supported, and concrete work is formed.	20%	\$
3	Structural work completed and the house has been set on new foundation.	25%	\$
4	Utilities hooked up, elevation certificate is issued, and elevation is complete.	25%	\$
5	Final plan work completed, including landscaping, Owner add-ons, and final Certificate of Occupancy is issued, and owner signs off on completion to Grantor.	10%	\$
	Total Maximum Grant Amount	100%	\$

* The conditions and obligations stated in this paragraph 2 must be met and all of the work described in this column must have been actually completed. Owner must certify that the work has been done to Owner's satisfaction, and Grantor will do a progress check.

** Unless waived by the Administrator, the payment may not exceed the stated percentage of the Maximum Grant Amount. The estimated dollar amount is based on the maximum percentage of the Maximum Grant Amount. The actual payment amount may not exceed the actual, reasonable and necessary Eligible or Allowable Costs supported by invoices.

3. *Conditions and Obligations:*

Grant funding is subject to the following conditions and obligations:

- A. Compliance. Owner must not be in breach of or default under this Grant Commitment or under the Declaration of Restrictions, Covenants and Easements.
- B. Notice to Proceed. Funds must have been appropriated and Owner must have been given a written Notice to Proceed by Grantor before entering into a contract with the contractor or incurring new obligations.
- C. Contract with Contractor. After given a notice to proceed by Grantor, Owner shall enter into a contract with the contractor who submitted the bid on which this Grant Commitment was based, and shall submit a copy of the contract to the Grantor. The contract is strictly between the Owner and contractor and the Owner shall be solely responsible for honoring and enforcing that contract. The contract must include the following terms:
1. That Grantor shall have access to the work site at any time during normal business hours to check work progress and determine compliance with this agreement.
 2. That payments to the contractor are due on the earlier of: (i) ten calendar days after homeowner receives payment from the Grantor, or (ii) 60 calendar days after invoice by contractor;
 3. That payment rights are not assignable to contractor.
- D. Access to work site. Owner hereby grants to Grantor a license to enter upon Owner's land and inspect the work site at any time during normal business hours on week days to check work progress and compliance with this agreement.

E. Insurance Requirements.

1. Liability Insurance. Contractor must have and provide proof of liability insurance indicating that the contractor has comprehensive general liability coverage in for at least \$ 1 million combined single limit per occurrence for bodily injury, personal injury and property damage. Premiums for this coverage are not an eligible expense that can be reimbursed out of grant proceeds.

2. Flood Insurance. Owner shall continuously insure all improvements on the property against damage by flood for the value of the improvements and contents by an insurer who is qualified to underwrite insurance in the State.

F. Declaration of Restrictions, Covenants and Easements. Financial assistance shall not be provided unless the property owner executes and records a declaration of covenants, conditions and restriction to run with the land and improvements being elevated or relocated. The Declaration of Restrictions, Covenants, and Easements shall be in a form and content satisfactory to the Grantor, and must include the following provisions which must be binding on the owner and all subsequent owners:

1. That all improvements will be continuously insured against damage by flood for the value of improvements and contents by an insurer who is qualified to underwrite insurance in the State of Nevada;

2. That the Building Flood Pool Area shall not be improved for occupation by human beings or used as temporary or permanent living space for human beings;

3. That all vents or openings intended to accommodate the flowage of flood waters through the Building Flood Pool Area shall never be blocked or altered in a way that impairs the free flowage of water through the Building Flood Pool Area;

4. That a permanent flowage easement is granted permitting the drainage and flow of storm waters or flood waters over, under and across the land without limitation as to volume, flow or depth.

Before Progress Payment # 1 is made, the Owner must have executed and delivered the Declaration of Restrictions, Covenants, and Easements to Grantor for recording.

G. Construction Deadlines; Commitment Expiration. Unless otherwise agreed by Grantor, construction must start by the Construction Start Deadline specified above, and completed and invoices submitted before the Expiration Date of this Agreement. Unless otherwise agreed in writing, this grant commitment expires on the Expiration Date indicated in section 1 above.

H. Progress Payments and Invoices. As each phase of construction identified above is completed, Owner may request a progress payment by submitting invoices for actual reasonable and necessary costs of the work completed. With each request for

payment, Owner hereby represents, warrants and agrees (i) that the work described in each invoice has been completed to the satisfaction of Owner; (ii) that no part of the payment requested is for an ineligible cost; (iii) unless otherwise disclosed, all statements and agreements made in the application for this grant remain true, correct and complete. All payments made to Owner by Grantor based on a breach of the foregoing or based on a false claim are subject to recovery and penalties under NRS Chapter 357. Payments will be made by Grantor within 45 calendar days from receipt of vouchers and supporting documentation to Grantor's satisfaction.

I. Progress Checks. With each request for a progress payment, Grantor may conduct a progress check to see if sufficient work has been completed to warrant a progress payment. Owner understands and agrees that progress checks by the Grantor are solely for purposes of determining that work described in the invoice has been completed and the invoice is for an Eligible or Allowable Cost. Grantor inspectors are not qualified to recognize defects in construction, or assess whether or not the work has been adequately or correctly done. Owner is solely responsible for enforcing quality control provisions in the contract with the contractor and acknowledges that contractor is required to obtain all necessary permits.

J. Records. For a period of three years from the date of the last payment made, Owner shall keep a complete file which includes all contracts, invoices, correspondence (including electronic communications) notes and records of work accomplished and payments made, including owner upgrades or ineligible expense work performed outside the contract entered into under subparagraph 2C above, and shall allow Grantor to inspect and copy that file and audit payments made to and by Owner.

K. Breach and Remedies. If Owner is in breach of any condition, obligation, representation or warranty in this Agreement, or if there occurs a breach of the Declaration of Restrictions, Covenants and Easements, Grantor may (i) suspend progress payments until the breach or default is cured; (ii) file an action to recover damages; (iii) file an action to recover the amounts paid to Owner under this Agreement; (iv) pursue any remedy provided in this Agreement or in the Declaration; and/or (v) pursue any other remedy afforded by the laws of Nevada. If Grantor is in breach of any condition, obligation, representation or warranty in this Agreement, Owner may file an action to recover damages or pursue any other remedy afforded by the laws of Nevada. All remedies stated in this Agreement are cumulative with each other and with any remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy. If any party hereto institutes any action or proceeding against the other or others arising out of or relating to this Agreement, attorney's fees and costs may be awarded to the prevailing party, as determined by or otherwise allocated at the discretion of the Court.

L. Waivers. Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy. Waivers must be expressed in writing signed by the authorized representative of the waiving party, and a waiver of a default is limited to the specific default identified in the

written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future. Continuing to perform under this Agreement does not constitute or imply acceptance of previous performances, defaults, or satisfaction of any disputes regarding this Agreement.

4. *General Provisions:*

A. Assignment; benefitted parties. Rights under this Agreement are assignable to any owner of the Grant Property, provided, however, that the new Owner must execute a new Grant Commitment Agreement. Grantor may assign and delegate its rights and obligation to any entity established to administer the Truckee River Flood Management Project. Payments under this Agreement are to be made only to the owner of the Grant Property and may not be assigned to any other party. This Agreement shall be binding on and runs to the benefit of the parties and their respective successors and any permitted assigns. There are no third party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

B. Voluntary Program; Tax consequences.

1. The receipt of financial assistance under this program is based on the voluntary application by Owner. Owner may withdraw the application and rescind this Commitment at any time up until the first payment of funds is received.

2. Owner is responsible for determining whether or not funds received hereunder are subject to taxation under federal and/or state law. If required by applicable law, Grantor will provide information to the federal Internal Revenue Service regarding the amounts paid to Owner hereunder.

C. Applicable law. This Agreement shall be construed under and governed by the laws of the State of Nevada, and any action to enforce it shall be brought in the Second Judicial District Court for the State of Nevada. Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this Agreement or its application is deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, from the very beginning, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this Agreement. In any event, the remainder of this Agreement shall not be affected.

D. Modifications. This agreement may be modified or amended only upon the written agreement executed by the authorized persons of both parties.

E. Entire Agreement. This Agreement (together with attachments and documents incorporated by reference) integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all representations, warranties, promises or statements made during the discussion and formation of this Agreement, and all negotiations or previous agreements between the parties with respect to all or any part of the subject

matter hereof. All attachments hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

Grantor

Washoe County, a political subdivision of the State of Nevada

By _____

Date _____

Owner

By _____

Date _____

(Form Rev. 4-20-15)

APN:

Grantee Address:

When recorded mail to:

Truckee River Flood Management Authority

9635 Gateway Drive, Suite A

Reno, Nevada 89521

Mail Tax Statements to

(No change in mailing instructions

currently on file with Assessor's Office)

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

(Truckee River Flood Management Project Financial Assistance Program)

1. Parties and Property Information.

Date	
“Owner” “Grantor”	
“Beneficiary” “Grantee” “TRFMA”	Truckee River Flood Management Authority, a body corporate and politic and a public agency, and its successors and assigns 9635 Gateway Drive, Suite A Reno, Nevada 89521
“Grant Property”	Real and personal property described in Exhibit A and all improvements, appurtenances, hereditaments appertaining thereto.
Existing Structures [See ¶ 4 below]	
Minimum Base Floor Elevation	

2. Recitals:

A. As a part of the Truckee River Flood Management Program, Washoe County established a financial assistance program, authorized by NRS 244.3653, to provide grants to assist certain property owners in areas likely to be flooded. The purpose of the financial assistance program is to elevate the base floor of residential structures to make them more resistant to flood damage and to provide for better flood plain management to accommodate the spread and flow of flood waters underneath structures across the flood plain to reduce flows into the Truckee River. The program is voluntary and was established under Washoe County Ordinance 1439, dated May 5, 2010 codified in Washoe County Code Sections 40.450 through 40.460.

B. On March 11, 2011, Washoe County, the City of Reno, and the City of Sparks entered into the Interlocal Cooperative Agreement (Truckee River Flood Management Project). That Interlocal Cooperative Agreement delegated responsibility for the financial assistance program to the Truckee River Flood Management Authority (TRFMA) pursuant to NRS 244.3653(4).

C. Owner has voluntarily applied for a grant to elevate the residential structure on the Grant Property, and TRFMA is willing to provide the grant money provided that Owner enters into and records certain covenants and easements to run with the land necessary to accomplish public purpose goals of the financial assistance program.

FOR VALUE RECEIVED in the form of grant money used by Owner to pay for the elevation of the residential structure thereby improving its resistance to flood damage, Owner does hereby covenant and grant as follows, it being the intention that the covenants and grants conveyed hereby shall run with the land and shall be binding on all future owners and holders of interests in the land forever:

3. Definitions:

Base Floor means the first floor of the building any part of which is designed for or actually used for human habitation, including, but not limited to, sleeping quarters, kitchens, bathrooms, sitting rooms, living rooms, dining rooms, and any place where human beings are expected to occupy.

Building Flood Pool Area means any area beneath the Base Floor of a structure. The Building Flood Pool Area is created, in part, by elevation of the structure so that flood waters can accumulate underneath the structure without damaging the Base Floor. Garages, carports, storage areas and other spaces that are underneath a Base Floor which has been elevated under the Truckee River Flood Project Financial Assistance Program are specifically included in this definition.

Owner means each above identified Owner, his or her heirs, assigns, representatives, *and all successors and assigns and all persons who subsequently hold title to the Grant Property.*

4. Agreement to Purchase Flood Insurance

A. Once the structure has been elevated, Owner agrees to purchase, pay all premiums for and continuously keep in force flood protection insurance insuring against loss of or damage to all improvements on the property and their contents as a result of flooding. The policy limit shall be no less than the value of the improvements on the Land and their contents.

B. Said insurance may be issued by any insurer of Owner's choice who is authorized to provide flood insurance in the State of Nevada. It is not necessary for TRFMA to be a named insured or have any interest in the policy of insurance, and TRFMA expressly disclaims any right or interest in any proceeds of such insurance. Insurance used to qualify for federally assisted mortgage loans may be used to meet this requirement. If requested by TRFMA, Owner agrees to have the insurer provide certificates of insurance.

5. Restrictive Covenants:

Owner covenants and agrees that, with respect to all structures which have been elevated with grant funding, as permanent covenants running with the land:

A. That the vents located in the foundation to the elevated structure shall never be blocked, closed or altered in any way that would restrict the free flow of flood waters into the Building Flood Pool Area; and

B. That the Building Flood Pool Area shall be kept vacant or restricted to the use solely for the parking of vehicles and the temporary storage of movable personal goods and belongings. Said Building Flood Pool Area shall never be improved for or used for the habitation of human beings, either permanently or temporarily; and

C. That, except for existing structures described in paragraph 1 above, which may be maintained as existing, no new structures for human habitation shall be constructed or maintained on the land with a Base Floor lower than the Minimum Base Floor Elevation specified in paragraph 1 above.

D. In accordance with NRS 244.3653(3)(c)(3)(ii) and Washoe County Code 40.455(5), Owner shall not apply for or accept any further financial assistance to make the property resistant to flood damage from a tourism improvement district established pursuant to NRS 271A.070, a tax increment area created pursuant to NRS 278C.155, a redevelopment area established pursuant to NRS 279.426, a program for the

rehabilitation of residential neighborhoods established pursuant to 279A.030 or a program for the rehabilitation of abandoned residential properties established pursuant to NRS 279B.030.

6. *Flowage Easement.*

Owner hereby grants to Beneficiary and its successors and assigns a perpetual right, power, privilege, and easement in, upon, over, and across the Grant Property to occasionally overflow, flood, and/or submerge the land, and, if the land becomes submerged for more than three consecutive days, to maintain vector control. This Flowage easement is granted subject to existing easements and encumbrances of record, and reserves to Owner all such rights and privileges as may be used and enjoyed without interfering with the occasional flow and temporary accumulation of flood or storm water on the Grant Property.

7. *Effective Date, Term; Rescission before funds advanced.*

The covenants and easements in this Declaration become irrevocable on the date that Grantor receives the first installment of grant funding from TRFMA and are perpetual from that date. If requested by Owner before funds are advanced, TRFMA agrees to execute, deliver and record a release and termination of these grants, restrictions and easement if no grant money is advanced to Owner.

8. *Breach and Remedies.*

A. Breach A breach of this Declaration occurs if Grantor or any heir, representative, successor, assign or delegatee of Grantor repudiates, impairs, breaches, fails to honor or perform or cause to be honored or performed any obligation or grant in this Declaration.

B. Remedies If a breach occurs, the Beneficiary may pursue any one or combination of the following remedies: (i) declare a default under the Grant Commitment Agreement and pursue any remedies available thereunder; (ii) file a legal action against the current property owner to recover amounts advanced by Beneficiary for the benefit of the Grant Property or for other damages; (iii) bring a legal action for equitable or injunctive relief which may include specific performance as warranted under Nevada law. Owner understands and stipulates that the grant funding under the Truckee River Flood Management Financial Assistance Program is for a public purpose and not just the private benefit of the Grant Property owner and that the restrictive covenants and easements in this Declaration are granted for a public benefit, and may be enforced by specific performance. All remedies stated in this Declaration are cumulative with each other and with any remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy.

C. Jurisdiction and Venue. The parties agree that any legal action to enforce this Declaration shall be brought in the Second Judicial District Court of the State of Nevada in and for Washoe County.

D. Attorney's fees and costs. If any party hereto institutes any action or proceeding against the other or others arising out of or relating to this Agreement, attorney's fees and costs may be awarded to the prevailing party, as determined by or otherwise allocated at the discretion of the Court.

E. Waivers. Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy. Waivers must be expressed in writing signed by the authorized representative of the waiving party, and a waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future. Continuing to perform under this Agreement does not constitute or imply acceptance of previous performances, defaults, or satisfaction of any disputes regarding this Agreement.

9. *General Provisions.*

A. Assignment and delegation; binding effect; no third party beneficiary.

1. Beneficiary may assign all its beneficial interests under this Declaration to any entity charged with administering the Truckee River Flood Management Program with respect to the Grant Property.

2. Owner hereby obligates all of Owner's heirs, representatives, assigns and all successor owners to the Grant Property.

3. This Agreement shall be binding on and runs to the benefit of the parties, their respective successors and any assignees or delegates if the assignment or delegation is permitted. Unless otherwise specifically identified in this Agreement, there are no third party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

B. Applicable Law; Severability

1. This Agreement shall be construed under and governed by the laws of the State of Nevada.

2. 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 upon agreement of the parties. If any term or provision of this

Agreement or the application thereof shall be 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 it cannot be so modified, then it shall be excised from this Agreement. In any event, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

EXECUTED on the dates indicated below.

OWNER:

_____ Date _____
 (Printed name of owner as it appears on title)

OWNER:

_____ Date _____
 (Printed name of owner as it appears on title)

STATE OF NEVADA)
)
 COUNTY OF WASHOE) Acknowledgement in Individual Capacity
 (NRS 240.166)

This Instrument was acknowledged before me on _____
 by _____.

 Notary Public

STATE OF NEVADA)
)
 COUNTY OF WASHOE) Acknowledgement in Individual Capacity
 (NRS 240.166)

This Instrument was acknowledged before me on _____

by _____.

Notary Public

BENEFICIARY

Truckee River Flood Management Authority

By _____ Date _____

STATE OF NEVADA)
) Acknowledgement in Representative Capacity
COUNTY OF WASHOE) (NRS 240.1665)

This Instrument was acknowledged before me on _____
by _____
as _____
of Washoe County, Nevada.

Notary Public