

**4b. Draft Minutes of the  
November 17, 2021 Board Meeting**



**MINUTES**  
**MEETING OF THE BOARD OF DIRECTORS OF**  
**THE TRUCKEE TAHOE WORKFORCE HOUSING AGENCY**

**November 17, 2021, 8:30am**

---

1. CALL TO ORDER / ROLL CALL: 8:32

Directors Present: Chair Harry Weis, Tahoe Forest Hospital District  
Vice Chair Kevin Smith, Truckee Tahoe Airport District  
Director Jen Callaway, Town of Truckee  
Director Carmen Ghysels, Tahoe Truckee Unified School District  
Director Alison Lehman, Nevada County  
Director Shawna Purvines, Placer County (Alternate Representative)  
Director Brian Wright, Truckee Donner Public Utility District

Staff Present: Ms. Emily Vitas, Executive Director

2. APPROVAL OF AGENDA

Director Weis requested that Item 5a. USFS Property Due Diligence Analysis Presentation be shifted to a 9:15 timed item.

3. PUBLIC COMMENT

No public comment.

4. CONSENT ITEMS

- a. Remote Meeting Agreement
- b. Minutes of the October 20, 2021 Board Meeting
- c. September 2021 Financial Statements

No public comment.

Motion to approve consent items made by Director Ghysels. Seconded by Director Smith.

Ayes: Director Callaway, Director Ghysels, Director Lehman, Director Purvines, Director Smith, Director Weis, Director Wright.

Noes: None

5. REPORTS AND PRESENTATIONS

- a. Presentation: USFS Property Due Diligence Analysis, Auerbach Engineering  
Walter Auerbach of Auerbach Engineering presented the findings and recommendations of the Property Due Diligence Analysis on a United States Forest Service-owned parcel in Truckee.
- b. Executive Director Report
  - i. Agency Operations  
Ms. Vitas provided updates on a part-time housing program manager position and the annual board retreat occurring in early 2022.
  - ii. Housing Programs and Project Updates  
Ms. Vitas noted that the agency's Long-term Rental Pilot Program had been launched and had 2 homes in the pipeline, and that the draft Down Payment Assistance Program would be presented at the January board meeting.

Ms. Vitas provided updates on a master leasing opportunity at Soaring Ranch and the workforce housing development opportunity on United States Forest Service-owned land.

iii. Community Engagement

Ms. Vitas noted that the community engagement section includes meetings and gatherings she has attended in the previous month. Board members are encouraged to ask questions about meetings if interested.

iv. Regional Housing Partner Update

Ms. Vitas provided updates on the efforts of our regional housing partners, including Mountain Housing Council, Placer County, and Town of Truckee.

Ms. Vitas noted that the Mountain Housing Council had completed its Regional Housing Implementation Plan and will present on the plan at the December board meeting.

6. ITEMS FOR BOARD DISCUSSION

Ms. Vitas requested that the board provide feedback on the current opportunity to develop workforce housing on United States Forest Service (USFS)-owned land in Truckee. Concerns were raised about the proximity of the site to the Truckee Tahoe Airport and the current zoning on the parcel. Director Callaway shared that the site could be considered as a receiver site for the Canyon Springs site that is being preserved for open space.

Ms. Vitas noted that TTWHA is participating in a December 2 presentation led by the USFS's White River, CO District on their current efforts with Summit County and the Town of Dillon to develop workforce housing through a land-lease agreement.

7. DIRECTOR COMMENTS

8. ADJOURN: 9:42

Motion to adjourn made by Director Smith. Seconded by Director Purvines.

## 4c. October 2021 Financial Statements



**Truckee Tahoe Workforce Housing Agency**  
**Budget vs. Actual: FY 2021\_2022**  
 July - October, 2021

	Oct 2021			YTD			FY 21-22 Budget
	Actual	Budget	Remaining	Actual	Budget	Remaining	
<b>Income</b>							
6100 Contribution Revenue							
6104 Government			-	400,000.00	400,000.00	-	400,000.00
<b>Total 6100 Contribution Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>-</b>	<b>400,000.00</b>
<b>Total Income</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>-</b>	<b>400,000.00</b>
<b>Gross Profit</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>-</b>	<b>400,000.00</b>
<b>Expenses</b>							
8000 Salaries & Benefits							
8010 Wages and Benefits	7,549.05	13,891.67	6,342.62	42,323.09	55,566.68	13,243.59	166,700.00
<b>Total 8000 Salaries &amp; Benefits</b>	<b>7,549.05</b>	<b>13,891.67</b>	<b>6,342.62</b>	<b>42,323.09</b>	<b>55,566.68</b>	<b>13,243.59</b>	<b>166,700.00</b>
8100 Professional & Outsourced Svcs							
8110 Accounting & Audit	802.50	808.33	5.83	11,542.50	13,533.32	1,990.82	20,000.00
8115 Website Design	799.50	208.33	(591.17)	799.50	833.32	33.82	2,500.00
8130 Legal	1,067.00	2,083.33	1,016.33	3,560.00	8,333.32	4,773.32	25,000.00
8150 Other Professional Services		12,916.67	12,916.67	2,584.50	51,666.68	49,082.18	155,000.00
<b>Total 8100 Professional &amp; Outsourced Svcs</b>	<b>2,669.00</b>	<b>16,016.66</b>	<b>13,347.66</b>	<b>18,486.50</b>	<b>74,366.64</b>	<b>55,880.14</b>	<b>202,500.00</b>
8200 Sales & Marketing_Community Outreach							
8220 Community Engagement / Business Development		125.00	125.00	15.49	500.00	484.51	1,500.00
8250 Other Sales & Marketing	150.00	291.67	141.67	159.99	1,166.68	1,006.69	3,500.00
<b>Total 8200 Sales &amp; Marketing_Community Outreach</b>	<b>150.00</b>	<b>416.67</b>	<b>266.67</b>	<b>175.48</b>	<b>1,666.68</b>	<b>1,491.20</b>	<b>5,000.00</b>
8400 Facility Costs							
8410 Rent Expense	218.37		(218.37)	436.74	-	(436.74)	
8460 Telephone & Internet		16.67	16.67	-	66.68	66.68	200.00
<b>Total 8400 Facility Costs</b>	<b>218.37</b>	<b>16.67</b>	<b>(201.70)</b>	<b>436.74</b>	<b>66.68</b>	<b>(370.06)</b>	<b>200.00</b>
8500 Other G&A							
8510 Office Supplies		83.33	83.33	-	333.32	333.32	1,000.00
8540 Office Equipment (non cap)	394.65	83.33	(311.32)	1,693.06	333.32	(1,359.74)	1,000.00
8550 Software & Subscription Svcs	210.02	183.33	(26.69)	1,126.83	733.32	(393.51)	2,200.00
8560 Dues & Subscriptions		58.33	58.33	-	233.32	233.32	700.00
8600 Bank Service Charges	15.95	25.00	9.05	63.80	100.00	36.20	300.00
8620 Insurance Expense	1,644.27	1,250.00	(394.27)	2,827.06	5,000.00	2,172.94	15,000.00
<b>Total 8500 Other G&amp;A</b>	<b>2,264.89</b>	<b>1,683.32</b>	<b>(581.57)</b>	<b>5,710.75</b>	<b>6,733.28</b>	<b>1,022.53</b>	<b>20,200.00</b>
<b>Total Expenses</b>	<b>12,851.31</b>	<b>32,024.99</b>	<b>19,173.68</b>	<b>67,132.56</b>	<b>138,399.96</b>	<b>71,267.40</b>	<b>394,600.00</b>
<b>Net Operating Income</b>	<b>(12,851.31)</b>	<b>(32,024.99)</b>	<b>(19,173.68)</b>	<b>332,867.44</b>	<b>261,600.04</b>	<b>(71,267.40)</b>	<b>5,400.00</b>
<b>Net Income</b>	<b>(12,851.31)</b>	<b>(32,024.99)</b>	<b>(19,173.68)</b>	<b>332,867.44</b>	<b>261,600.04</b>	<b>(71,267.40)</b>	<b>5,400.00</b>

**Truckee Tahoe Workforce Housing Agency**  
**Balance Sheet**  
As of October 31, 2021

	Total	
	As of Oct 31, 2021	As of Oct 31, 2020 (PY)
<b>ASSETS</b>		
Current Assets		
Bank Accounts		
1001 US Bank Checking_6993	337,911.31	210,145.25
1002 US Bank Checking_6993_Excess Funds	97,469.30	-
<b>Total 1001 US Bank Checking_6993</b>	<b>435,380.61</b>	<b>210,145.25</b>
1072 Bill.com Money Out Clearing	-	
<b>Total Bank Accounts</b>	<b>435,380.61</b>	<b>210,145.25</b>
Other Current Assets		
2600 Prepaid Expenses	5,337.84	-
<b>Total Other Current Assets</b>	<b>5,337.84</b>	<b>-</b>
<b>Total Current Assets</b>	<b>440,718.45</b>	<b>210,145.25</b>
Other Assets		
3300 Deposits	1,000.00	1,000.00
<b>Total Other Assets</b>	<b>1,000.00</b>	<b>1,000.00</b>
<b>TOTAL ASSETS</b>	<b>441,718.45</b>	<b>211,145.25</b>
<b>LIABILITIES AND EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable		
4000 Accounts Payable (A/P)	11,381.71	16,886.57
<b>Total Accounts Payable</b>	<b>11,381.71</b>	<b>16,886.57</b>
Credit Cards		
4100 US Bank_Visa_7233	-	204.19
<b>Total Credit Cards</b>	<b>-</b>	<b>204.19</b>
Other Current Liabilities		
4205 Other Current Liabilities	-	10,035.00
<b>Total Other Current Liabilities</b>	<b>-</b>	<b>10,035.00</b>
<b>Total Current Liabilities</b>	<b>11,381.71</b>	<b>27,125.76</b>
<b>Total Liabilities</b>	<b>11,381.71</b>	<b>27,125.76</b>
Equity		
Retained Earnings	97,469.30	254,082.68
Net Income	332,867.44	(70,063.19)
<b>Total Equity</b>	<b>430,336.74</b>	<b>184,019.49</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>441,718.45</b>	<b>211,145.25</b>

## **4d. November 2021 Financial Statements**



**Truckee Tahoe Workforce Housing Agency**  
**Budget vs. Actual: FY 2021\_2022**  
 July - November, 2021

	Nov 2021			YTD			FY 21-22 Budget
	Actual	Budget	Remaining	Actual	Budget	Remaining	
<b>Income</b>							
<b>6100 Contribution Revenue</b>							
<b>6104 Government</b>	94,500.67	-	(94,500.67)	494,500.67	400,000.00	(94,500.67)	400,000.00
<b>Total 6100 Contribution Revenue</b>	<b>94,500.67</b>	<b>-</b>	<b>(94,500.67)</b>	<b>494,500.67</b>	<b>400,000.00</b>	<b>(94,500.67)</b>	<b>400,000.00</b>
<b>Total Income</b>	<b>94,500.67</b>	<b>-</b>	<b>(94,500.67)</b>	<b>494,500.67</b>	<b>400,000.00</b>	<b>(94,500.67)</b>	<b>400,000.00</b>
<b>Gross Profit</b>	<b>94,500.67</b>	<b>-</b>	<b>(94,500.67)</b>	<b>494,500.67</b>	<b>400,000.00</b>	<b>(94,500.67)</b>	<b>400,000.00</b>
<b>Expenses</b>							
<b>8000 Salaries &amp; Benefits</b>							
<b>8010 Wages and Benefits</b>	11,815.46	13,766.67	1,951.21	54,138.55	68,833.35	14,694.80	165,200.00
<b>8015 Continuing Education</b>	750.00	125.00	(625.00)	750.00	625.00	(125.00)	1,500.00
<b>Total 8000 Salaries &amp; Benefits</b>	<b>12,565.46</b>	<b>13,891.67</b>	<b>1,326.21</b>	<b>54,888.55</b>	<b>69,458.35</b>	<b>14,569.80</b>	<b>166,700.00</b>
<b>8100 Professional &amp; Outsourced Svcs</b>							
<b>8110 Accounting &amp; Audit</b>	3,750.94	808.33	(2,942.61)	15,293.44	14,341.65	(951.79)	20,000.00
<b>8115 Website Design</b>		208.33	208.33	799.50	1,041.65	242.15	2,500.00
<b>8130 Legal</b>	989.00	2,083.33	1,094.33	4,549.00	10,416.65	5,867.65	25,000.00
<b>8150 Other Professional Services</b>		12,916.67	12,916.67	2,584.50	64,583.35	61,998.85	155,000.00
<b>Total 8100 Professional &amp; Outsourced Svcs</b>	<b>4,739.94</b>	<b>16,016.66</b>	<b>11,276.72</b>	<b>23,226.44</b>	<b>90,383.30</b>	<b>67,156.86</b>	<b>202,500.00</b>
<b>8200 Sales &amp; Marketing_Community Outreach</b>							
<b>8220 Community Engagement / Business Development</b>		125.00	125.00	15.49	625.00	609.51	1,500.00
<b>8250 Other Sales &amp; Marketing</b>	250.00	291.67	41.67	419.98	1,458.35	1,038.37	3,500.00
<b>Total 8200 Sales &amp; Marketing_Community Outreach</b>	<b>250.00</b>	<b>416.67</b>	<b>166.67</b>	<b>435.47</b>	<b>2,083.35</b>	<b>1,647.88</b>	<b>5,000.00</b>
<b>8400 Facility Costs</b>							
<b>8410 Rent Expense</b>	218.37		(218.37)	655.11	-	(655.11)	
<b>8460 Telephone &amp; Internet</b>		16.67	16.67	-	83.35	83.35	200.00
<b>Total 8400 Facility Costs</b>	<b>218.37</b>	<b>16.67</b>	<b>(201.70)</b>	<b>655.11</b>	<b>83.35</b>	<b>(571.76)</b>	<b>200.00</b>
<b>8500 Other G&amp;A</b>							
<b>8510 Office Supplies</b>		83.33	83.33	-	416.65	416.65	1,000.00
<b>8540 Office Equipment (non cap)</b>		83.33	83.33	1,693.06	416.65	(1,276.41)	1,000.00
<b>8550 Software &amp; Subscription Svcs</b>	209.53	183.33	(26.20)	1,336.36	916.65	(419.71)	2,200.00
<b>8560 Dues &amp; Subscriptions</b>		58.33	58.33	-	291.65	291.65	700.00
<b>8600 Bank Service Charges</b>	15.95	25.00	9.05	79.75	125.00	45.25	300.00
<b>8620 Insurance Expense</b>	394.27	1,250.00	855.73	3,221.33	6,250.00	3,028.67	15,000.00
<b>Total 8500 Other G&amp;A</b>	<b>619.75</b>	<b>1,683.32</b>	<b>1,063.57</b>	<b>6,330.50</b>	<b>8,416.60</b>	<b>2,086.10</b>	<b>20,200.00</b>
<b>Total Expenses</b>	<b>18,393.52</b>	<b>32,024.99</b>	<b>13,631.47</b>	<b>85,536.07</b>	<b>170,424.95</b>	<b>84,888.88</b>	<b>394,600.00</b>
<b>Net Operating Income</b>	<b>76,107.15</b>	<b>(32,024.99)</b>	<b>(108,132.14)</b>	<b>408,964.60</b>	<b>229,575.05</b>	<b>(179,389.55)</b>	<b>5,400.00</b>
<b>Net Income</b>	<b>76,107.15</b>	<b>(32,024.99)</b>	<b>(108,132.14)</b>	<b>408,964.60</b>	<b>229,575.05</b>	<b>(179,389.55)</b>	<b>5,400.00</b>



# Truckee Tahoe Workforce Housing Agency

## Balance Sheet

As of November 30, 2021

	Total	
	As of Nov 30, 2021	As of Nov 30, 2020 (PY)
<b>ASSETS</b>		
Current Assets		
Bank Accounts		
1001 US Bank Checking_6993	\$ 284,607.61	\$ 199,407.00
1002 US Bank Checking_6993_Excess Funds	\$ 134,041.30	\$ -
Total 1001 US Bank Checking_6993	<b>\$ 418,648.91</b>	<b>\$ 199,407.00</b>
1072 Bill.com Money Out Clearing	\$ -	\$ -
Total Bank Accounts	<b>\$ 418,648.91</b>	<b>\$ 199,407.00</b>
Accounts Receivable		
2000 Accounts Receivable (A/R)	\$ 94,500.67	\$ -
Total Accounts Receivable	<b>\$ 94,500.67</b>	<b>\$ -</b>
Other Current Assets		
2600 Prepaid Expenses	\$ 4,725.20	\$ -
Total Other Current Assets	<b>\$ 4,725.20</b>	<b>\$ -</b>
Total Current Assets	<b>\$ 517,874.78</b>	<b>\$ 199,407.00</b>
Other Assets		
3300 Deposits	\$ 1,000.00	\$ 1,000.00
Total Other Assets	<b>\$ 1,000.00</b>	<b>\$ 1,000.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 518,874.78</b>	<b>\$ 200,407.00</b>
<b>LIABILITIES AND EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable		
4000 Accounts Payable (A/P)	\$ 12,440.88	\$ 25,799.75
Total Accounts Payable	<b>\$ 12,440.88</b>	<b>\$ 25,799.75</b>
Credit Cards		
4100 US Bank_Visa_7233	\$ -	\$ 20.00
Total Credit Cards	<b>\$ -</b>	<b>\$ 20.00</b>
Other Current Liabilities		
4205 Other Current Liabilities	\$ -	\$ -
Total Other Current Liabilities	<b>\$ -</b>	<b>\$ -</b>
Total Current Liabilities	<b>\$ 12,440.88</b>	<b>\$ 25,819.75</b>
Total Liabilities	<b>\$ 12,440.88</b>	<b>\$ 25,819.75</b>
Equity		
Retained Earnings	\$ 97,469.30	\$ 254,082.68
Net Income	\$ 408,964.60	\$ (79,495.43)
Total Equity	<b>\$ 506,433.90</b>	<b>\$ 174,587.25</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 518,874.78</b>	<b>\$ 200,407.00</b>

## **4e. 2021-22 Member Fee Adjustments**



Meeting Date: January 19, 2022  
Prepared By: Emily Vitas, Executive Director  
Agenda Item: 4e. 2021-22 Member Fee Adjustments

---

**BOARD REQUEST:**

Approve by consent the 2021-22 member fee adjustments.

**BACKGROUND:**

The TTWHA Funding Policy states that a recalculation of the budget is required when new member agencies are admitted after July 1. With the admittance of Nevada County, Placer County, and the Town of Truckee on October 20, 2021, a recalculation of the 2021-22 budget was completed. This resulted in a fee adjustment for the member agencies that funded the 2021-22 budget.

The existing members who funded the 2021-22 budget have the following options:

- Receive a credit, applied to the following year's member agency fee
- Receive a refund
- Request that the difference be placed in the Agency's reserve fund, to be utilized at the discretion of the Board of Directors

The existing agencies, Tahoe Forest Hospital District, Tahoe Truckee Unified School District, Truckee Donner Public Utility District, and Truckee Tahoe Airport District received the following adjustments.

Tahoe Forest Hospital District:	\$24,412.00
Tahoe Truckee Unified School District:	\$10,302.00
Truckee Donner Public Utility District:	\$1,343.00
Truckee Tahoe Airport District:	\$515.00

Each agency has been consulted and requested the following action:

Tahoe Forest Hospital District:	Apply the adjusted amount to the TTWHA reserve fund
Tahoe Truckee Unified School District:	Apply the adjusted amount to TTUSD's 2022-23 Member Fee
Truckee Donner Public Utility District:	Apply the adjusted amount to the TTWHA reserve fund
Truckee Tahoe Airport District:	Apply the adjusted amount to the TTWHA reserve fund

This shift of funds from the annual budget requires a board action. Staff is recommending that the board approve the fee adjustments as requested by the four member agencies.

**MOTION:**

I move to approve the consent items as presented.

**ATTACHMENTS:**

TTWHA Funding Policy

## **5a. Presentation: Mountain Housing Council Regional Housing Implementation Plan**



Meeting Date: January 19, 2022  
Prepared By: Emily Vitas, Executive Director  
Agenda Item: 5a. Presentation: Mountain Housing Council Regional Housing Implementation Plan

---

**BOARD REQUEST:**

Receive a presentation from Stacy Caldwell, CEO, Tahoe Truckee Community Foundation, and Tara Zurado, Project Director, Mountain Housing Council, on the recently completed Regional Housing Implementation Plan.

**BACKGROUND:**

The main objective of the the Mountain Housing Council’s second three-year initiative was to create a comprehensive regional plan to determine how best to deliver local workforce housing for the region’s residents. In October, the draft plan was presented to the Mountain Housing Council. The Regional Housing Implementation Plan (RHIP) includes the menu of potential policy options traditionally included in a Housing Action Plan. However, as an Implementation Plan, this work teases out the most pertinent housing production policies, demonstrating how they might facilitate housing delivery on real local sites that are ready for residential development. The heart of the Plan’s work is the demonstration of a housing development process, called the “Achievable Housing for All” (AHA) Process. The result of the Plan’s work is a blueprint for a “Housing Hub,” an entity that would house and facilitate the AHA process going forward.

**PROPOSED MOTION:**

No motion is required for this item.

**ATTACHMENTS:**

LINK: [MHC Regional Housing Implementation Plan Public Review DRAFT](#)

LINK: [MHC Regional Housing Implementation Plan Executive Summary](#)

## **5b. Executive Director Report**



Meeting Date: January 19, 2022  
Prepared By: Emily Vitas, Executive Director  
Agenda Item: 5b. Executive Director Report

---

## **AGENCY OPERATIONS**

### **TTWHA Year in Review**

Please see the 2021 Year in Review document included with this report for an overview of housing activities from the past year.

### **TTWHA Housing Program Manager**

Jackelin McCoy joins TTWHA on January 17 as the new Housing Program Manager. Jackelin currently works in a part-time capacity with Nevada County as a Care Coordinator and also supports Truckee HR as a Human Resources Consultant. She will start in a part-time capacity, working 15-20 hours a week. She will manage existing housing programs and will help to develop additional programs, as identified by the Agency Work Plan and Board of Directors.

## **TTWHA HOUSING PROGRAMS & PROJECT UPDATES**

### **Long-term Rental Pilot Program**

We are seeing great interest in the program, with one employee placed, one pending, and five current listings. Because of the season and recent storms we aren't seeing as much interest in rentals and expect units to be filled more quickly as we progress towards spring. Additionally, we are working to refine the way in which we advertise to employees, as we feel we are not yet reaching all employees that are looking for housing.

### **Down Payment Assistance Program**

A draft program outline and items for board discussion are included with this packet as Item 6b.

### **Master Leasing Opportunity at Soaring Ranch**

Conversations continue on this opportunity.

### **United States Forest Service: White River, CO Project Presentation + Town of Truckee Meeting** White River Presentation

Board members and staff participated in a presentation about the White River, CO Workforce Housing Project. The project is the first proposed project under the United States Forest Service's (USFS) Land-lease model. The Tahoe National Forest District is interested in working with local partners to pursue the same opportunity on the 25-acre parcel we have been conducting due diligence on. The presentation deck is attached to this report.

Next steps on this opportunity include meeting with the Town of Truckee to understand the process required to pursue a project on this parcel. Discussion has included a potential opportunity to pursue a transfer of development rights from the Canyon Springs project in Truckee. A re-zoning of the land would be required to pursue workforce housing development on the site.

### Meeting with Town of Truckee

Forest Service and TTWHA staff met with Jen Callaway and Jenna Gatto, Planning Manager, to discuss the site. The discussion included a brainstorm around how to bring workforce housing to fruition on the site. Town staff are meeting internally to discuss the opportunity and will report back once they've had an opportunity to meet.

### **Tahoe Truckee Unified School District Development Opportunity**

We are researching an opportunity to pursue workforce housing development on District-owned land under a Joint Occupancy Approach model. At the February 2 TTUSD board meeting I will present our findings from the TTWHA land mapping exercise and ask the District Board of Trustees to consider entering a period of analysis of district-owned sites.

### **Truckee Tahoe Airport District Workforce Housing Development Opportunity**

Director Smith and I are working with local developer and real estate investor Mike Sahlman to consider a small 4-unit modular development on TTAD-owned land. Mr. Sahlman has provided cost estimates, a site plan, and modular unit examples to present to the TTAD Board of Directors.

### **COMMUNITY ENGAGEMENT**

*The following list includes those that I have met, and community meetings I've attended, since our last board meeting. Please let me know if you'd like further information on any of these connections.*

#### **Community Meetings and Presentations – December + January**

Meetings:

Art Chapman, Soaring Ranch – Master Leasing Opportunity  
Carmen Ghysels, Todd Rivera, TTUSD – TTUSD Development Opportunity  
Cris Henessey, TTUSD Board of Trustees – TTUSD Development Opportunity  
Emily Setzer, Placer County - TTUSD Development Opportunity  
Heidi Allstead, Martis Fund – Monthly Check-in  
Karen Fink, TRPA – TTUSD Development Opportunity  
Kristin York, Gina Jones, Jessica Carr, Sierra Business Council – Down Payment Assistance Program  
Matt Hanson & Lauren Kilbourne, Tahoe Truckee Homes – Long-term Rental Pilot Program  
Seana Doherty, Town of Truckee – Monthly Check-in  
Shawna Purvines, Placer County – Housing Check-in  
Stacy Caldwell, Tahoe Truckee Community Foundation – Housing Check-in  
Town of Truckee staff, USFS staff, TTWHA staff – USFS Site Considerations

Presentations/Events:

USFS White River Project Presentation

### **REGIONAL HOUSING UPDATE**

*The following is not a comprehensive list of regional housing activities, rather an overview of updates that have been gathered through meetings over the previous month/s.*

#### **Nevada County**

- Acting as a co-applicant with The Pacific Companies and Regional Housing Authority on the Sierra Crest Commons development for No Place Like Home funds at the end of January 2022 for 10 supportive housing units reserved in the development for our local Behavioral Health population. Total Possible funding is \$2M. A resolution will likely be brought to the Board of Supervisors before year-end to consider support and authorization of the application.

#### **Placer County**

- Increased funding assistance for Workforce Housing Preservation Program to 16%, up to \$150k, of purchase price, so homebuyer contributes 4% down.



- A short-term rental update was provided to the Board of Supervisors at the December 14th meeting. The Board supported a cap on STR Permits and a minimum # nights rented/year requirement. They did not support a waiting period or maximum # nights rented/year requirement, and did not support geographical spacing. The need for increased penalties and enforcement was expressed.
- The Hopkins Village 60-day purchase process has closed. Ten units are currently under contract. We are happy to report that the first confirmed buyer is an employee of the hospital that TTWHA has been working with over the last year. The County continues to accept applications.
- The proposed adoption of the County's Housing Related Code Amendments item was rescheduled to March, 2022.
- The Dollar Creek Crossing project has entered environmental review.

### **Town of Truckee**

- At the January 11 Council Meeting, staff presented information and requests related to the prioritization of housing funds and introduced a proposed evaluation tool for future projects.
  - o Housing fund prioritization recommendations for the next five years included:
    - 45% of funding towards supporting households serving 80% AMI and below (affordable, tax-credit rental projects)
    - 55% supporting households between 80-195% AMI (Workforce Rental Grant Program, ADU program, Below Market-rate Housing Program)
    - 5% towards supporting housing above 195% AMI (Below Market-rate Housing Program)
  - o The proposed housing request evaluation tool considers the following criteria when making decisions about funding requests:
    - Area 1: Housing Needs / Housing Types (Meets council priorities, serves underserved populations, implements housing element goals, meets RHNA numbers)
    - Area 2: Developer Experience (experience, readiness, management company experience)
    - Area 3: Location (close to amenities and services, meets 2040 General Plan Land Use Planning Goals, on-site amenities)
    - Area 4: Sustainable Building (sustainable building methods, recycling/on-site composting, all electric, bike share / storage)
    - Area 5: Other (innovation, partnerships, community support)

### **ATTACHMENTS**

2021 TTWHA Year in Review  
 USFS White River, CO Presentation Deck  
 2021-25 TTWHA Housing Work Plan  
 TTWHA Opportunity Tracker

**5b. Executive Director Report  
Attachment: 2022 Year in Review**



## 2021 YEAR IN REVIEW

### PROJECTS / PROGRAMS / EFFORTS UNDERWAY

- **Employee Housing Concierge**  
July 2020 - Present  
86 employees supported in their housing pursuits
- **Housing Match Program**  
July 2020 - October 2021  
18 employees placed
- **Long-term Rental Pilot Program**  
November 2021 - Present  
1 employee placed / 4 homes currently listed
- **Pathway to Ownership**  
Down Payment Assistance Program Developed  
To be launched in 2022
- **Workforce Housing Development**  
Pursuing two development opportunities
- **Master Leasing**  
Pursuing two master leasing opportunities
- **Regional Housing Partnerships**  
Participation in Mountain Housing Council  
Partnerships cultivated with Town of Truckee, Placer County, Martis Fund, and regional housing partners

### BY THE NUMBERS: TARGETS / SUCCESSES

ANNUAL TARGETS	% Served	# Served
2021	1%	23
2022	1.5%	35
2023	2.5%	58
2024	5%	115
2025	10%	230

PROGRAMS	TFHD	TTUSD	TDPUD	TTAD	Nev Co	Plac Co	Town
Employee Housing Concierge	54	26	2	4			
Housing Match Program (7/20 - 10/21)	12	5	1				
Long-term Rental Program (11/21 - Pres)	1						
Housing Purchase	1			1			
Hopkins Village Qualified Buyers	1	3				1	

\* Employee program tracking 7/1/20 - Present

\*\*Nevada County, Placer County, and Town of Truckee joined October 20, 2021

Truckee Tahoe Workforce Housing Agency provides housing support for the employees of our member agencies:

Nevada County • Placer County • Tahoe Forest Hospital District  
Tahoe Truckee Unified School District • Truckee Donner Public Utility District  
Truckee Tahoe Airport District • Town of Truckee

TRUCKEE TAHOE

Workforce Housing Agency

www.ttjpa.org  
info@ttjpa.org | 530-582-6593

**5b. Executive Director Report**  
**Attachment: USFS White River Presentation**

# Leasing Partnerships & Opportunities

WHITE RIVER NATIONAL FOREST





# Today's Conversation

1. Welcome + Introductions
2. Context and Why to Pursue Leasing under Section 8623
3. Section 8623 Leasing Authority – Getting Started
  - a. WRNF Pilot
  - b. Foundations Set, Steps, Tools + Strategies
  - c. Leasing Possibilities
4. Lessons Learned
5. Q&A + Talking Through Ideas
6. Close-out



# Historic Leasing Authorities

- Bankhead-Jones
- Granger-Thye
- Forest Service Facilities Realignment and Enhancement Act (FSFREA) – ‘Conveyance’
- Think BIGGER





# Why?

## The Problem:

- Facilities degrading at **increasing rate**.
- Spending **WAY** below standards with a gap of roughly \$350 million annually.
- We have **novel needs** at our administrative sites
- We are often not the best to solve these problems.

## The Solution:

- Leverage private sector expertise and **community partners** to bring shared solutions to shared challenges.





# New Authority – 2018 Farm Bill

- Need for a new tool to help the Forest Service and local communities achieve goals.
- Section 8623 provides **three key differences** to previous lease/conveyance authorities:
  - Specific to leasing administrative sites.
  - Right of first refusal for local municipality.
  - Lease for non-cash, in-kind consideration.
- Path to achieve **shared solutions to shared challenges**.
- Expires **October 1<sup>st</sup>, 2023**.

*(3) CONSIDERATION.—*

*(A) IN GENERAL.—A person to which a lease of an administrative site is made under this section shall provide to the Secretary consideration described in subparagraph (B) in an amount that is not less than the market value of the administrative site, as determined in accordance with subparagraph (C).*

*(B) FORM OF CONSIDERATION.—The consideration referred to in subparagraph (A) may be—*

*(i) cash;*

*(ii) in-kind, including—*

*(I) the construction of new facilities or improvements, the title to which shall be transferred by the lessee to the Secretary;*

*(II) the maintenance, repair, improvement, or restoration of existing facilities or improvements; and*

*(III) other services relating to activities that occur on the administrative site, as determined by the Secretary; or*

*(iii) any combination of the consideration described in clauses (i) and (ii).*



# WRNF Pilot Project

## Site Name

Dillon Work Center

## Area

10.89 acres

## Existing Features

- 2 Single Family Transitional Homes
- 2 Seasonal Housing Barracks
- 6 Trailer Pads
- Garage/Shop
- Sign Shed
- Fuel Storage Shed
- Paint Storage Shed

## Partners

- Town of Dillon
- Summit County





# WRNF Pilot Project

## SITE ANALYSIS & PROGRAMMING

### Program

- Flexible program with exception of USFS staff needs
- Provide a bankhouse with 20-25 beds (could be seasonal housing, dorm, quad compound)
- Incorporate 3-single family, townhome and/or duplex homes
- Maintain a .5 acre boneyard
- Provide a 5,000 sq warehouse / storage building (this could be located off-site)

### Three Possible Scenarios

- Site plan USFS site only with half acre boneyard located on site
- Site plan USFS site only with half acre boneyard relocated off-site
- Combine USFS with adjacent Public Works site (assume relocation of boneyard and Public Works)

### Site Plan

- Further study of HWY 6, Evergreen Road and CR 51 intersection and CR 51 and Forest Canyon Drive is needed for better circulation, traffic queuing, etc.
- Multiple configurations and unit mixes are possible based on the conceptual site plans. This program will need to be further defined to refine the plans and develop a more realistic program.



## CONCEPT A

### Primary circulation at the interior of the site

- CR 51 relocated to become a neighborhood street
- Driveway access and front porches to provide traffic calming
- Utility easement maintained as green corridor

### Design homes along the southern border and open space corridor to take advantage of views and solar access

- Consider market rate (need restricted to Summit County workforce)
- Homes could be townhomes, duplex or other product type to meet needs of town and partners

### Future potential development at Public Works site as duplex homes in the future

### Utilize Forest Canyon Drive to provide tuck under parking to the apartment buildings and minimize surface parking



## CONCEPT C

### Anchor the west and east ends of the site with larger apartment buildings

- Locate larger buildings in the flattest locations (north east)
- Use larger buildings to create separation from adjacent different uses (adjacent to Public Works)
- Locate lower buildings where they will not impact or solar shade and views from other buildings

### Maintain the existing CR 51 alignment

### Include a 'woonerf' for traffic calming

- A smaller width road to promote shared pedestrian, bike to car use
- Provide vehicular circulation and fire access on all needed basis

### Align homes to frame open space pods

- Create a theme of bringing the wilderness into the neighborhood
- Design the neighborhood to be well connected to the surrounding trails and recreational opportunities

### Home types can be changed to reflect needs of the town and partners

APARTMENT	
TOWNHOME	
DORMITORY STYLE	
COMMUNITY BUILDING	



NOTE: 800 sq ft includes shared entrance area

SURFACE PARKING	210
GARAGE PARKING	70

## CONCEPT B

### Locate parking lots internal to the site

### Design vehicular circulation to use existing infrastructure

- Minimize the need for additional roads and connect to existing infrastructure - Forest Canyon Road and CR 51
- Maintain existing CR 51 location

### Transition from apartment buildings to duplex homes with townhomes or dormitory style buildings

### Site lower density homes along CR51 to take advantage of views and solar access

- Consider market rate (need restricted to Summit County workforce)
- Homes could be townhomes, duplex or other product type to meet needs of town and partners

### Utilize Forest Canyon Drive to provide tuck under parking to the apartment buildings and minimize surface parking

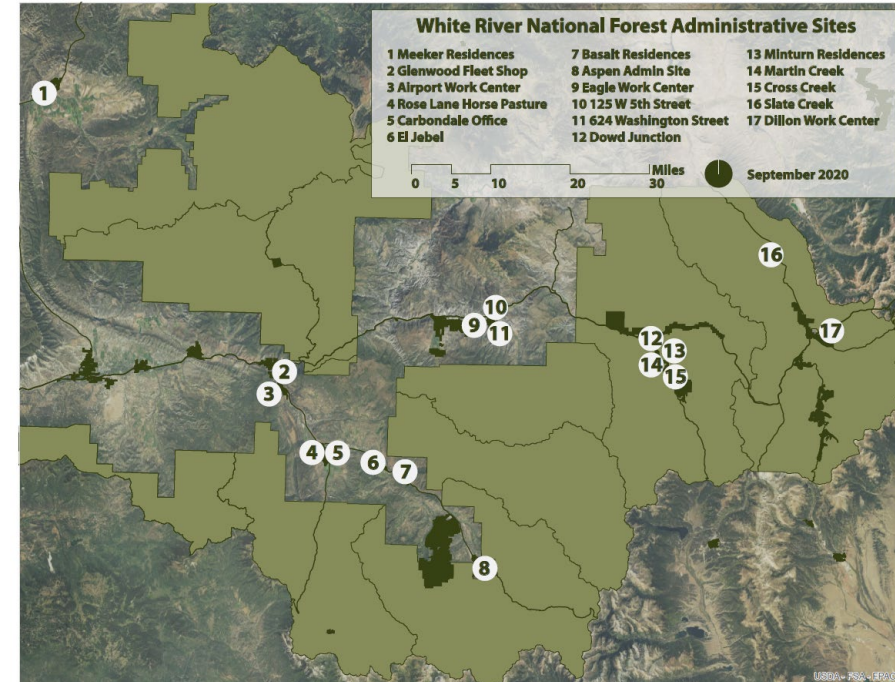




# Steps, Tools + Strategies

## Internal Pre-Leasing Steps

- ✓ Created Forest Land Conveyance Program
- ✓ Develop Strategic Vision
- ✓ Inventory Administrative Sites
- ✓ USFS Unit Needs Assessment
- ✓ Education + Outreach
  - ✓ Site Visits + Design Charrettes
  - ✓ Local Gov't Presentations
  - ✓ Listening Sessions
  - ✓ Working Groups





# Steps, Tools + Strategies

## Leasing Process Steps Condensed

- ✓ Leasing Directives – Completed at the WO
- ✓ Nominate Sites for Leasing Approval
- ✓ Pre-Leasing Due Diligence
  - ✓ Leasing Implementation Strategy/Schedule
  - ✓ Leasing Valuation/Market Analysis
  - ✓ PPA
- ✓ State, Local, and Tribal Government Consultation
- Right of First Refusal Request Letter
- Lease Proposal Submission (from proponent) + Screening (by USFS)
- NEPA Review + Scoping
- Fair Market Rent Appraisal + Determination of In-Kind Consideration
- Decision + Issue Lease

DRAFT – for internal use only

**LEASE IMPLEMENTATION SCHEDULE**

Project/Case Name:  
Administrative Unit:  
Lease Proponent:

#	Action Item	Responsibility	Target Dates	
			Start	Finish
1	Identify property and/or facilities for lease	SO		
2	Physically inspect property	SO		
3	Forest Plan and facility master plan compliance review	SO		
4	Verify land status	RO		
5	Submit to WO for Congressional Notification	SO/RO		
<i>Note: Notification via response to annual conveyance call letter</i>				
6	Certify acreage & legal description (LDV)	SO		
7	Determine property eligibility	SO/RO/WO		
7a	Submit to RO for review	SO		
7b	Submit to WO for review	RO		
8	Oversight implementation strategy	RO		
9	Complete preliminary project analysis	SO/RO – Engineering		
10	Prepare market analysis and determine lease configuration	RO/RLAT/NLAT		
<i>Note: Determine most reasonably foreseeable use</i>				
11	Complete initial Phase I Environmental Site Assessment	Proponent/FS oversight		
12	Conduct lead-based paint assessment and asbestos survey	FS/RO		
13	Consultation with State, Local, and Tribal Gov'ts	SO		
<i>Note: Notice of proposed lease action</i>				
14a	§623: Written request for right of first refusal to lease	SO		
<i>Note: To municipality/county in which site is located, response is required in 90 days</i>				
<i>Note: If right of first refusal is waived, proceed to 14b</i>				
14b	FSFREA: Public notice of opportunity to lease administrative site	SO		
<i>Note: If competitive interest exists, issue prospectus</i>				

DRAFT – for internal use only

#	Action Item	Responsibility	Target Dates
15	Develop lease proposal	District/RO/Proponent	
16	NEPA screening review	SO	
17	Site development planning review	SO – Engineering	
18	Accept final lease proposal	SO/RO	
19	Perform specialist reviews and prepare NEPA analysis	SO	
20	NEPA public scoping period	SO	
21	Respond to public comments	SO	
22	Determine market value rent	RLAT/NLAT	
<i>Note: Appraisal or competitive interest determination</i>			
23a	§623: Determine in-kind consideration	SO/RO	
23b	FSFREA: Establish Sisk Act fund for rental deposit	SO/RO	
24	Prepare decision document	SO	
25	Oversight decision document	RO/WO	
26	Issue decision document	RO	
27	Prepare lease document	SO/RO	
28	Oversight leasing document	OGC	
29	Issue lease agreement	SO/RO	

Reference FSM 2750



# Others In The Works

- Aspen
  - Talks with City, Habitat for Humanity, CMC, SkiCo, and Aspen/Pitkin County Housing Authority (APCHA)
- Dowd Junction
  - Eagle County and Town of Minturn
- El Jebel
  - NOPA for conveyance EA





# Other Examples + Possibilities

- **Eglin/Robins AFB Biomass Energy**
  - Gulf Power and Georgia Power
  - Lease of land on USAF installations to build plants
  - Utility pays USAF for lease
  - Electricity supports community
- **Edwards AFB Solar**
  - 3,288 acres of land identified for a PV solar array
  - 450 MW solar power opportunity
  - Electricity to LA
  - Land lease payments to base
- **Pike-San Isabel**
  - New tanker base being built with utilities needing to be brought to site
  - County wanted to co-occupy the site and could provide utilities in lieu of other site fees





# Some Lessons Learned

- The overall leasing timeline will be **at least 2 years**.
- **RO staff involvement** is key (Appraisers, Realty Specialists, Engineering, OGC, Leadership).
- Establishing a **local working group** to maintain accountability and appropriately divide tasks is helpful.
- **Local government leadership** involvement is essential.
- Be aware of **partner processes** for alignment.
- Ensure **Forest Service needs are clear and can be met**.
- **Assign one person** as central point of contact and project manager.
- **Cannot overcommunicate**.
- Our National Forest administrative sites **are valuable**.
- **Be creative**.
- New authority and **lessons still to be learned**.
- We **MUST** deliver!





Questions?





# Thank you!

Think of a question later? Want to discuss your Forest/District? Contact us!

Scott Fitzwilliams (WRNF Forest Supervisor), [scott.fitzwilliams@usda.gov](mailto:scott.fitzwilliams@usda.gov)

Lisa Stoeffler (WRNF Deputy Forest Supervisor, retired), [lisa.stoeffler@usda.gov](mailto:lisa.stoeffler@usda.gov)

Anna Bengtson (WRNF Land Conveyance Program Manager), [anna.p.bengtson@usda.gov](mailto:anna.p.bengtson@usda.gov) or 970-404-5882

Greg Rosenmerkel (WRNF Engineering, Minerals, Fleet Staff Officer), [gregory.rosenmerkel@usda.gov](mailto:gregory.rosenmerkel@usda.gov)

**5b. Executive Director Report**  
**Attachment: 2021-2025 TTWHA Housing Work Plan**

## TTWHA Housing Work Plan 2021-25

FOCUS AREAS		TARGETS	Year	Employees Served %	# Served
	<b>1. Lease/Develop Workforce Housing</b> <b>2. Expand Housing Programs and Services</b> <b>3. Develop Non-housing-related Programs to Ease the Burden of Housing Costs</b>		2021	1.00%	17
			2022	1.50%	25
			2023	2.50%	42
			2024	5.00%	83
			2025	10.00%	167
			<b>Total</b>	<b>0.20</b>	<b>333</b>

Activity	Goal	Timeframe	Status Towards Targets (1/13/22)	Lead/Support	% of Staff Time	2021-22 Budget
<b>Focus Area 1: Lease/Develop Workforce Housing - 40%</b>						
Development of Workforce Housing	Develop housing on member agency-owned land	January Start First project under const. Dec 2025	Efforts Underway	ED / Member Agency Ad-hoc	20	\$75,000.00
Master Leasing Program	Secure member agency-leased units to increase access and affordability for employees	March Start Program launch September 2021	Efforts Underway	ED / Agency Staff / Regional Partners	20	Agency Opt-in
Short-term Housing	Master lease units for emergency / new hire needs	See Master Leasing		ED	5	-
<b>Focus Area 2: Expand Housing Programs and Services - 40%</b>						
Employee Concierge for Housing	Support employees in their search for housing	Ongoing Hire PT support staff late 2021	86 employees served to date Housing Program Manager hired	ED / Support Staff	10	Staff Time
Unlock Existing Units	Unlock existing units for long-term lease through incentives and programs	Ongoing Launched July 1, 2020	18 Placements Second program launched	ED / Landing Locals	5	\$75,000.00
Pathway to Ownership	Increase # of employees buying homes in the region through education and funding	April Start	1 purchase, 1 pending	ED / Realtors/Lenders	10	-
Education + Outreach						\$5,000.00
Down Payment Assistance			Program launching 2022			Agency Opt-in
Loan Products						TBD
Existing Homeowner Support	Provide education/tools to existing homeowners to upgrade their homes	May Start		ED / TDPUD	5	Staff Time
Reduce Insurance Barriers / Expenses	Provide insurance access and affordability by combining member agency resources	March Start		Member Agencies / ED	5	Agency-led
<b>Focus Area 3: Develop Non-housing Related Programs to Ease Burden of Employee Housing Costs - 20%</b>						
Transit-related Incentives and Education	Increase awareness and education around transit opportunities for employees	August Start		Member Agencies / ED	10	Agency-led
Child-care Partnerships and Offerings	Explore resource-sharing to increase child-care access / affordability	October Start		Member Agencies / ED	10	Agency-led
						<b>\$155,000.00</b>

*\*# of Employees Served = Employees that were able to access housing and/or housing programs through agency support / offerings*

## **6a. Truckee Mousehole Project Employee Housing Opportunity**



Meeting Date: January 19, 2022  
Prepared By: Emily Vitas, Executive Director  
Agenda Item: 6a. Truckee Mousehole Project Employee Housing Opportunity

---

**BOARD REQUEST:**

Provide feedback on a master leasing opportunity at a proposed development in Truckee.

**BACKGROUND:**

Blair Wallace, a local Truckee-Tahoe builder, is developing a parcel located southeast of the Save Mart center in Truckee. The development will include 15 units of studio and 1-bedroom units, each with a one-car garage. Site plans and surveys are complete and a preliminary application is currently being reviewed by Town Staff. The project will be built in 2023.

Mr. Wallace is interested in working with the Truckee Tahoe Workforce Housing Agency to secure the units for employee use. Mr. Wallace is requesting up to \$60,000 per unit to secure use. The specifics of the definition of member agency use could either include full use of units for a defined period of time or first right of refusal on the units in perpetuity.

Project / Site Considerations

The site is located close to amenities, including grocery, healthcare, schools, and social services. All can be accessed by bike or foot.

The developer, Blair Wallace, is currently working on the Donner Lake 6 project, bringing 6 units of deed restricted housing to Truckee through a partnership with the Town, Martis Fund, and the Tahoe Truckee Community Foundation.

The 2020 Employee Housing Needs Survey, and associated surveys of our new member agencies, state that nearly 20% (~150 employee) of our employees who currently rent would be interested in a studio or 1-bedroom unit. Units could also be used for recruiting purposes and temporary housing needs.

**PROPOSED MOTION:**

No motion is required for this item.

**ATTACHMENTS:**

Mousehole Project Preliminary Application to Town of Truckee  
Mousehole Project and Site Plans

**Mouse Hole XV**  
**Preliminary Application Project Summary**  
12-20-21

**Owner / Applicant:**

Blair Wallace  
Sasha's Arizona, LLC

**Project Name & Description:**

Mouse Hole XV (15 Dwelling Units – Seven One Bedroom Units at 368 square feet and Eight Studio Units at 299 square feet) Seven buildings total are being proposed (with open common area/courtyards being proposed between several of the buildings) Six proposed buildings will contain two units containing a one bedroom and one studio. One proposed building will contain three units containing a one bedroom and two studios. See attached Site Plan, sheet A1.1. See attached Floor Plans and Elevations for schematic design of proposed two-unit building, sheets A2.1 and A3.1. See attached Conceptual Grading/BMP Plan, sheet C1.1. An encroachment permit, allowing access to the site to/from state highway 89, has already been approved by CalTrans.

**Assessor's Parcel Number:**

018-740-021

**Size of Property:**

Approximately 39,535 square feet

**Project Location:**

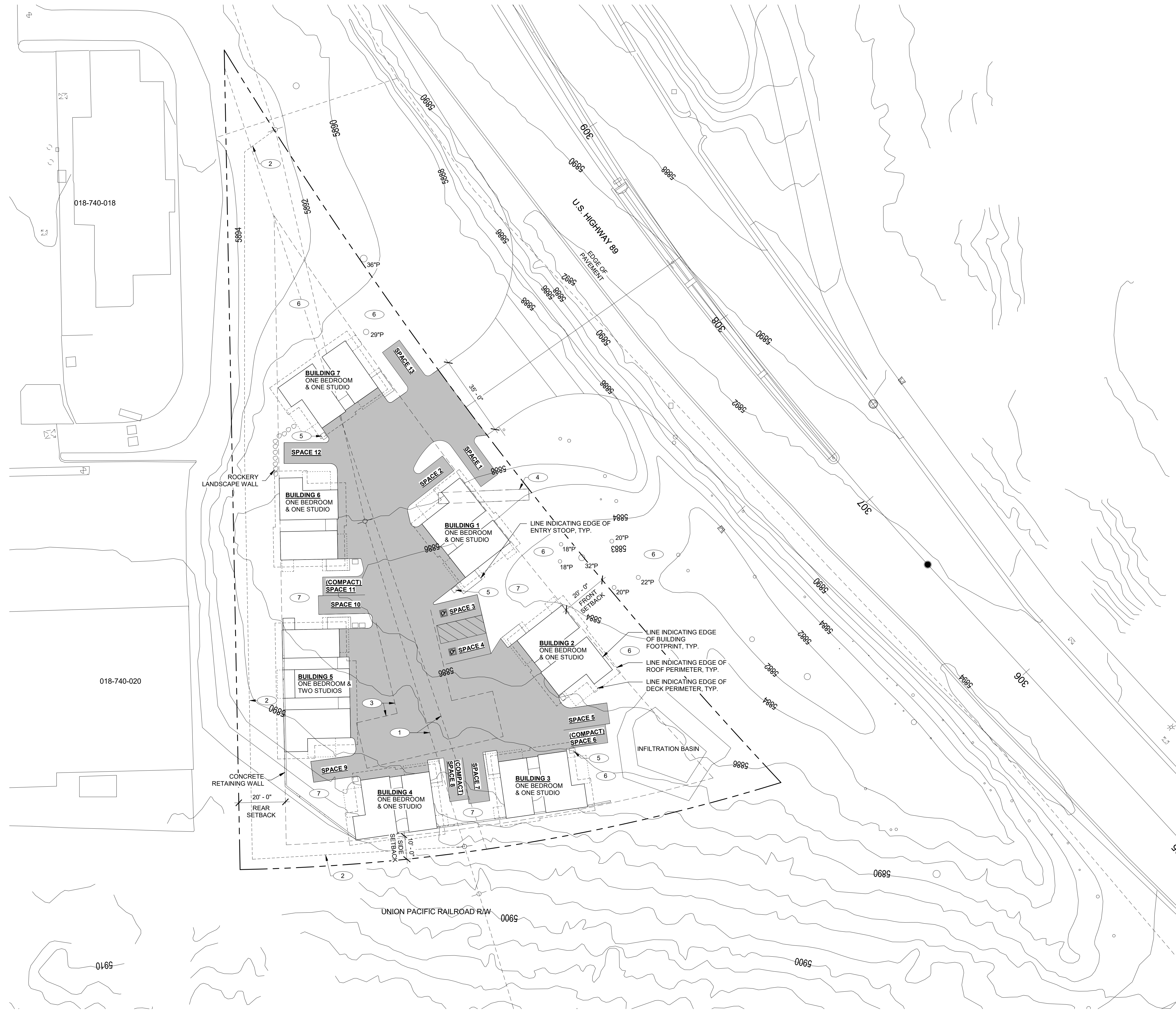
11351 State Highway 89

The property is zoned to allow the multifamily use being proposed. The applicant has previously met with Town staff, Laura Dabe, and was verbally told up to 16 units may be allowed on the parcel. The design team was able to get 15 units, as well as all the related parking, and other development code required items to fit on the site. The proposed project has been designed and will be developed to comply with all the guidelines set forth in the development code including, but not limited to, allowable setbacks, allowable height limit, allowable site coverage, required parking and guest parking, bicycle parking, open space, grading, drainage, site walls and landscaping.

Buildings have been designed to allow for individual access to each unit, providing for additional privacy for each occupant as well as a true sense of place. Each building will provide an enclosed one-car garage for each unit, i.e. two unit buildings will have two one-car garages and three unit building will house three one-car garages. This equates to 15 enclosed parking spaces, one for each unit. 13 surface parking spaces have also been provided for a total of 28 parking spaces. Parking has been evenly distributed throughout the site. Bear Boxes, for trash storage, will be located in front of each building with an anticipated occupancy of up to two occupants per studio or one bedroom for a total of 30 occupants for all 15 units.

For additional information please see attached Site Plan, sheet A1.1. See attached Floor Plans and Elevations for schematic design of proposed two-unit building, sheets A2.1 and A3.1. (Three-unit building is still in development and the overall design and aesthetic will relate directly to the two-unit building being proposed) See sheet C1.1 for preliminary site walls, grading and drainage information.

The owner/applicant and design team respectfully request a comprehensive preliminary review with feedback from any/all departments or agencies. The applicant is anticipating that the project will not need Planning Commission approval or a Planned Development application. The applicant is eager to work with Town staff to arrive at a final design solution the owner/applicant, design team and entire Town of Truckee staff can support and be proud of.



SITE PLAN LEGEND		
○ 10P	10 P	10" PINE TREE
○ 10LP	10LP	10" LODGEPOLE PINE
○ 10F	10 F	10" FIR TREE
○ ST	ST	STUMP
○ ORN	ORN	ORNAMENTAL
⊗ 10P		TREE TO BE REMOVED
---		PROPERTY LINE
- - - -		EASEMENT LINE
- · - · -		SETBACK LINE
— (E)		(E) CONTOUR LINE
— (P)		(P) CONTOUR LINE

CONTOURS SHOWN AT TWO FOOT INTERVALS. TOPOGRAPHIC INFORMATION OBTAINED FROM A TOPOGRAPHIC SURVEY COMPLETED BY BAKER-WILLIAMS ENGINEERING GROUP, DATED 4-9-21.

COVERAGE CALCULATIONS	
TOTAL LOT AREA =	39,535 S.F.
TOTAL ALLOWED COVERAGE AT 50% =	19,768 S.F.
<b>PROPOSED COVERAGE</b>	
BUILDINGS =	4,940 S.F.
DECKS =	821 S.F.
STAIRS & LANDINGS =	1,770 S.F.
STOOPS =	550 S.F.
A.C. DRIVEWAY, TURNAROUND & CARPORT =	11,060 S.F.
TOTAL =	19,141 S.F.
TOTAL PROPOSED COVERAGE =	19,141 S.F. / 39,535 S.F. = 48.4%

- FLOOR PLAN KEYNOTES**
- EXISTING OVERHEAD POWER LINES & EASEMENT TO BE REMOVED AND RELOCATED
  - PROPOSED RELOCATED UNDERGROUND POWER LINES AND EASEMENT (EXTENTS OF EASEMENT T.B.D.)
  - 60'-0" FIRE TRUCK HAMMERHEAD
  - EXISTING BILLBOARD TO BE REMOVED
  - TRASH ENCLOSURE, TYP. AT EACH BUILDING
  - LANDSCAPING
  - COURTYARD / COMMON AREA

BRANDON MITCHELL ARCHITECT

530-314-9485  
mitchell\_tahoe@yahoo.com  
BM4arch.com

# MOUSE HOLE XV

11351 STATE HIGHWAY 89 TRUCKEE, CA

Revisions

Date 12-20-21

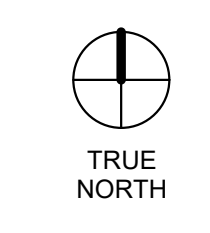
Drawn By BMA

Scale As indicated

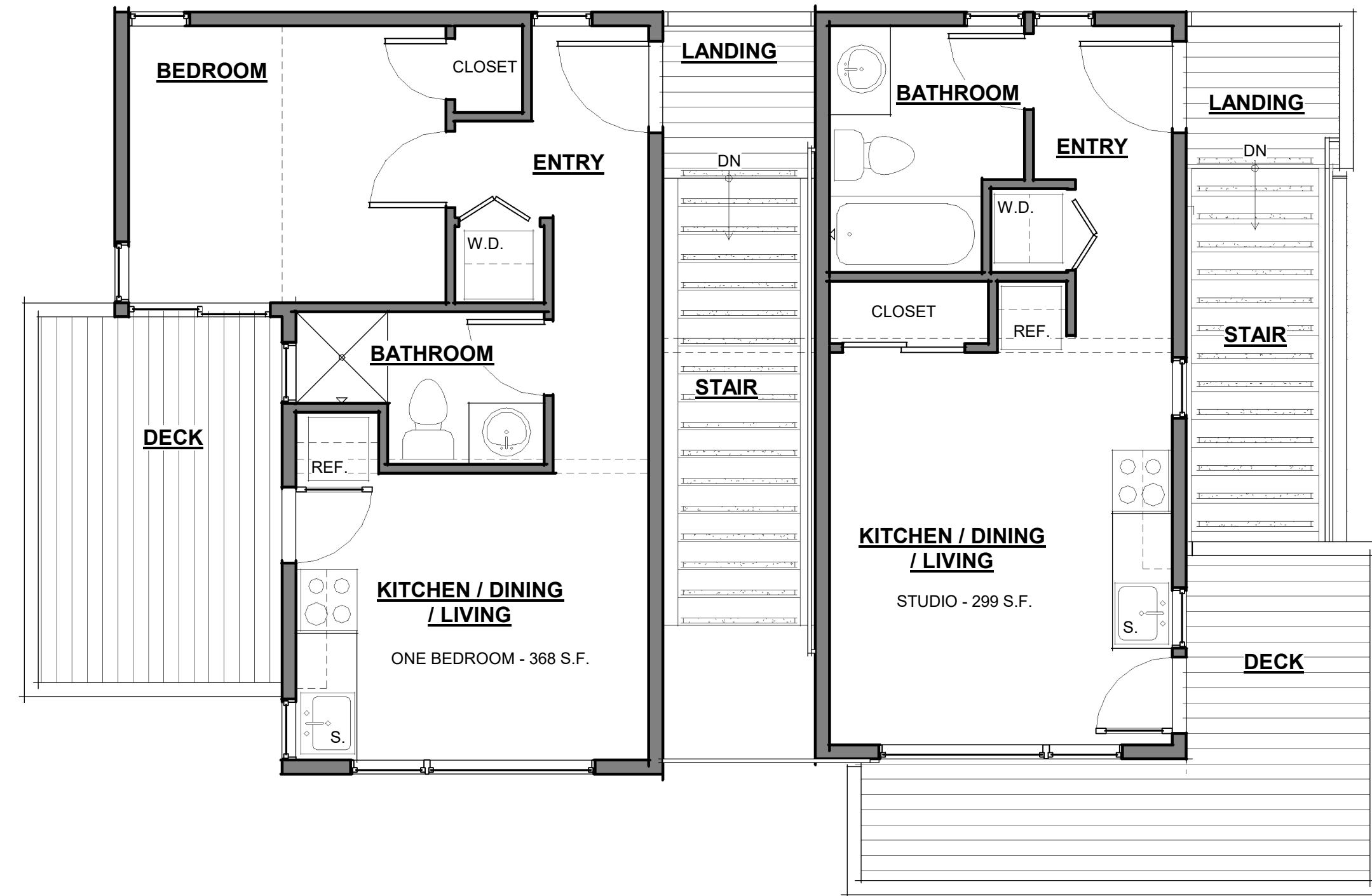
SITE PLAN

# A1.1

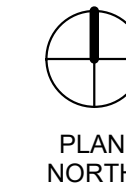
1 SITE PLAN  
1" = 20'-0"



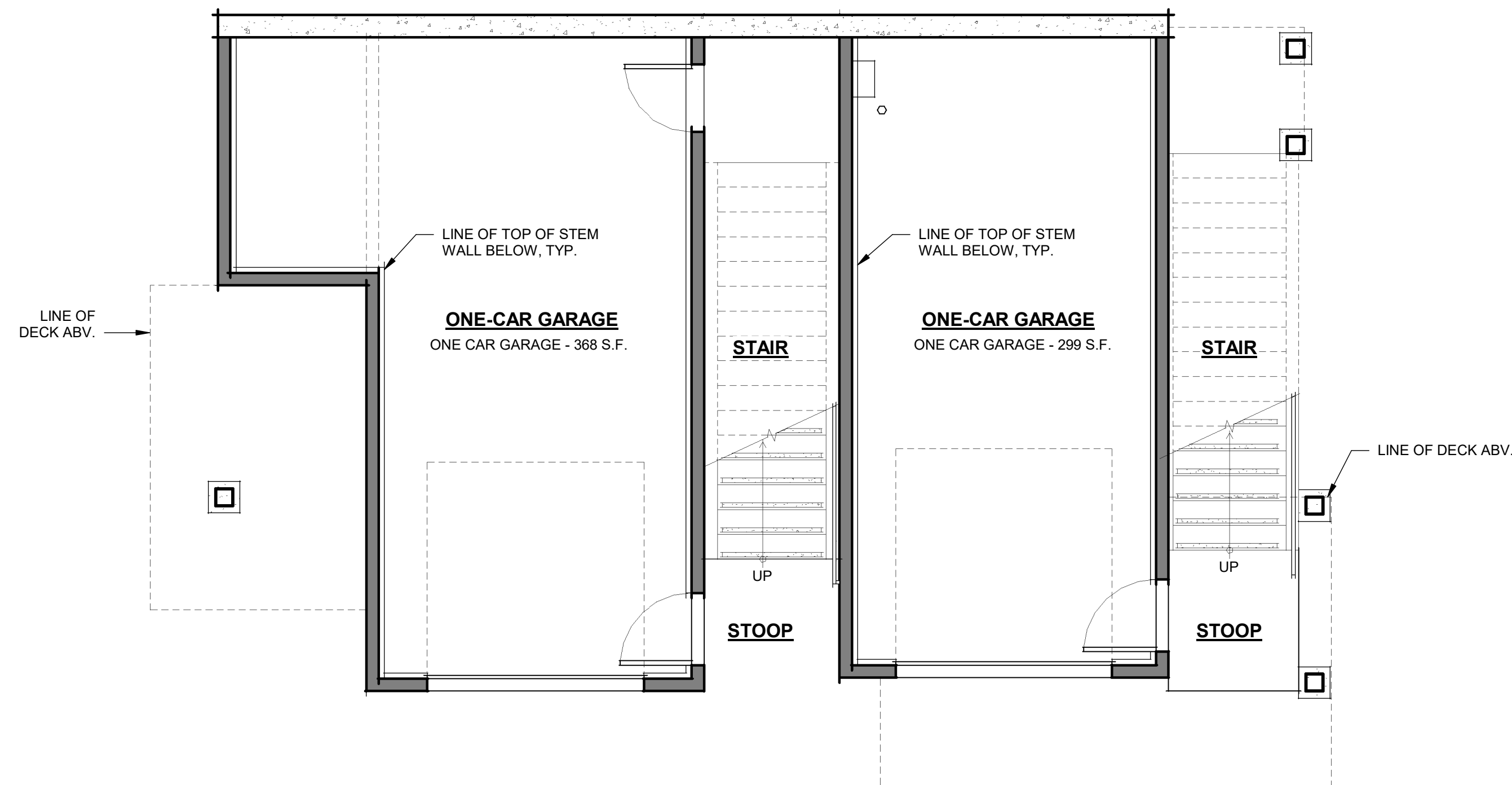




WALL LEGEND	
	2x4 WOOD STUD WALL, S.S.D.
	2x6 WOOD STUD WALL, S.S.D.



② LEVEL TWO FLOOR PLAN - BUILDING 7  
1/4" = 1'-0"



WALL LEGEND	
	2x4 WOOD STUD WALL, S.S.D.
	2x6 WOOD STUD WALL, S.S.D.
	CONCRETE RETAINING WALL, S.S.D.



① LEVEL ONE FLOOR PLAN - BUILDING 7  
1/4" = 1'-0"

MOUSE  
HOLE XV

11351 STATE HIGHWAY 89  
TRUCKEE, CA

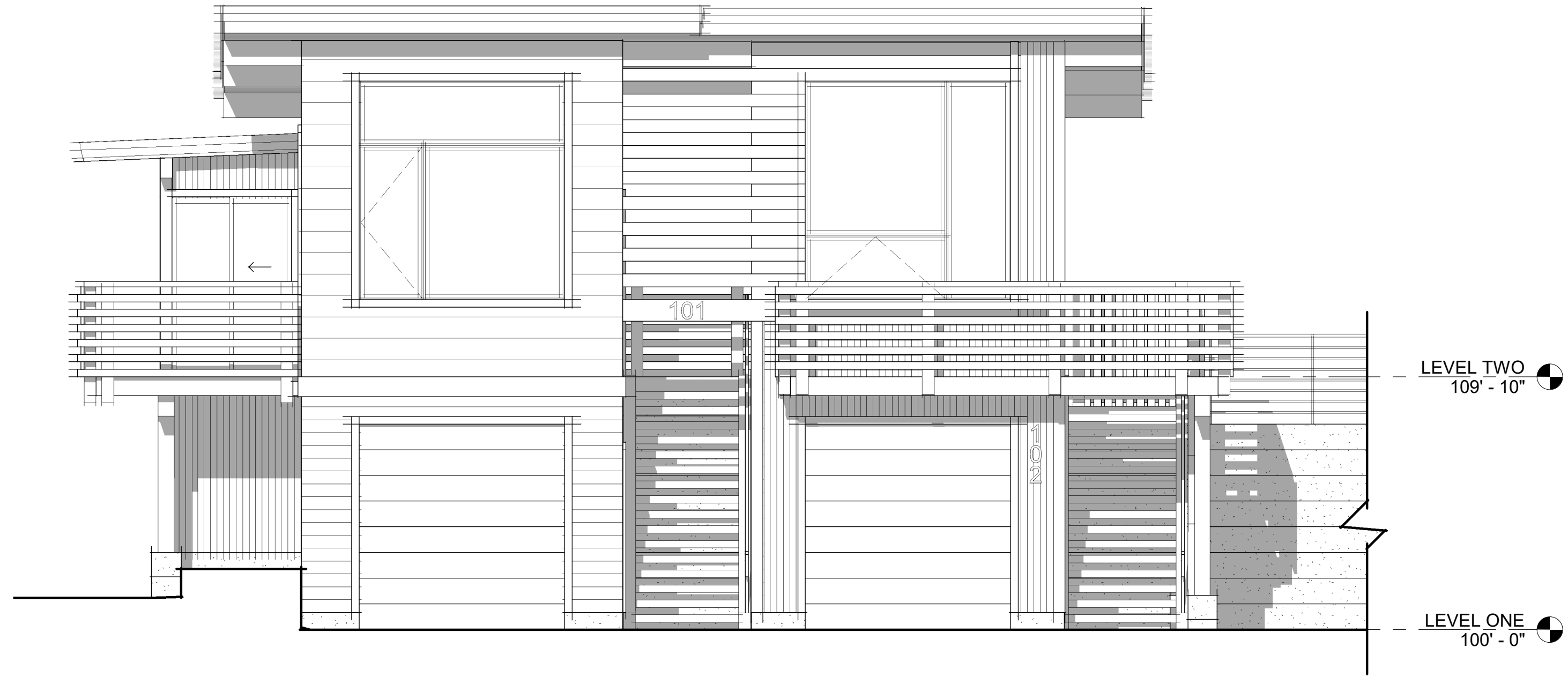
Revisions

Date 12-20-21

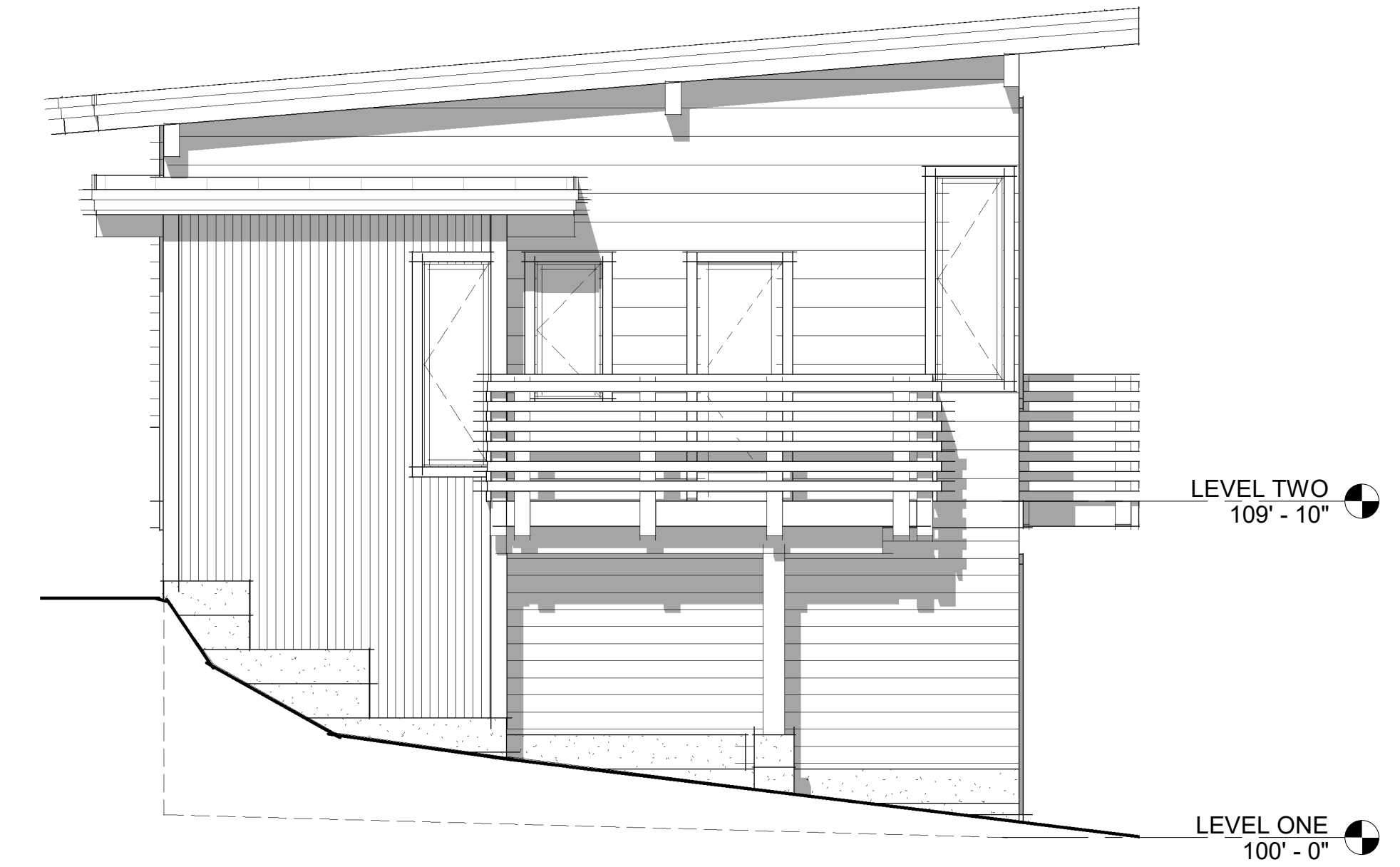
Drawn By BMA

Scale 1/4" = 1'-0"

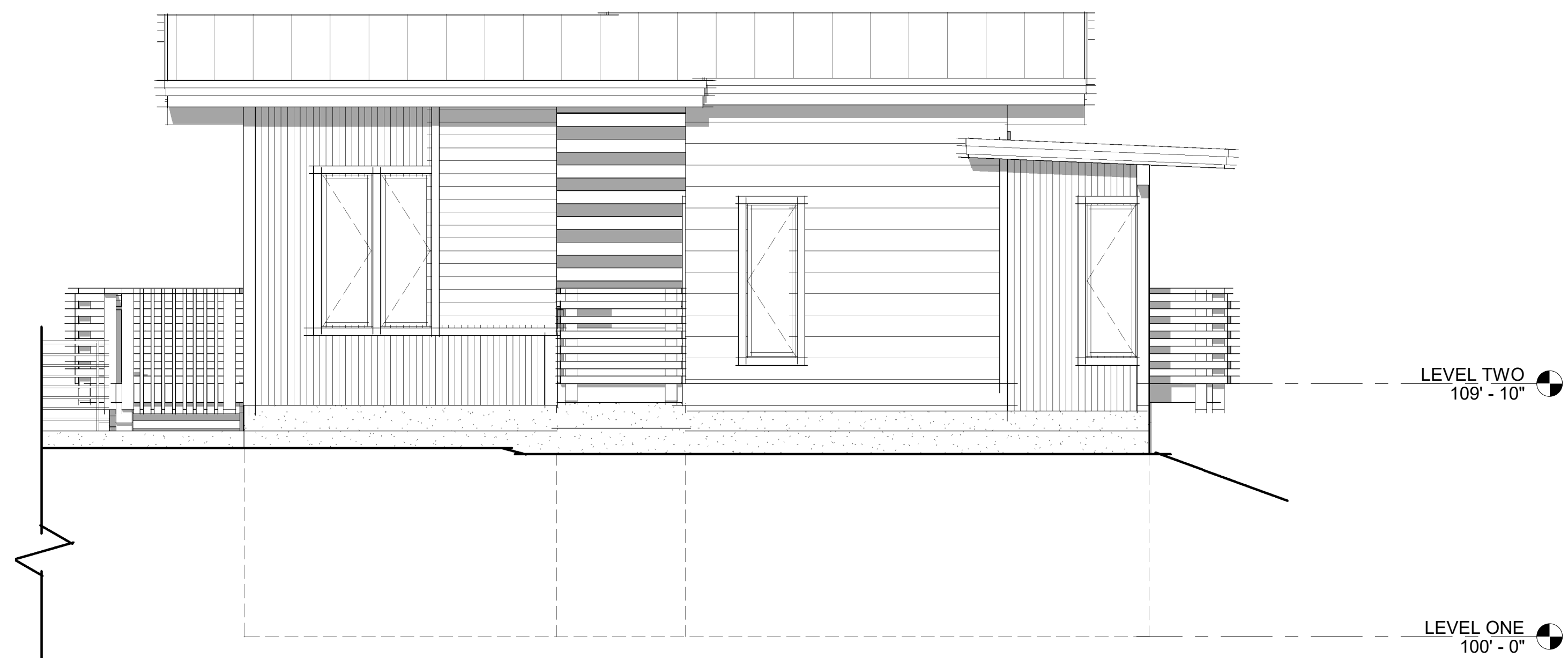
LEVEL ONE FLOOR  
PLAN & LEVEL TWO  
FLOOR PLAN - BUILDING  
7



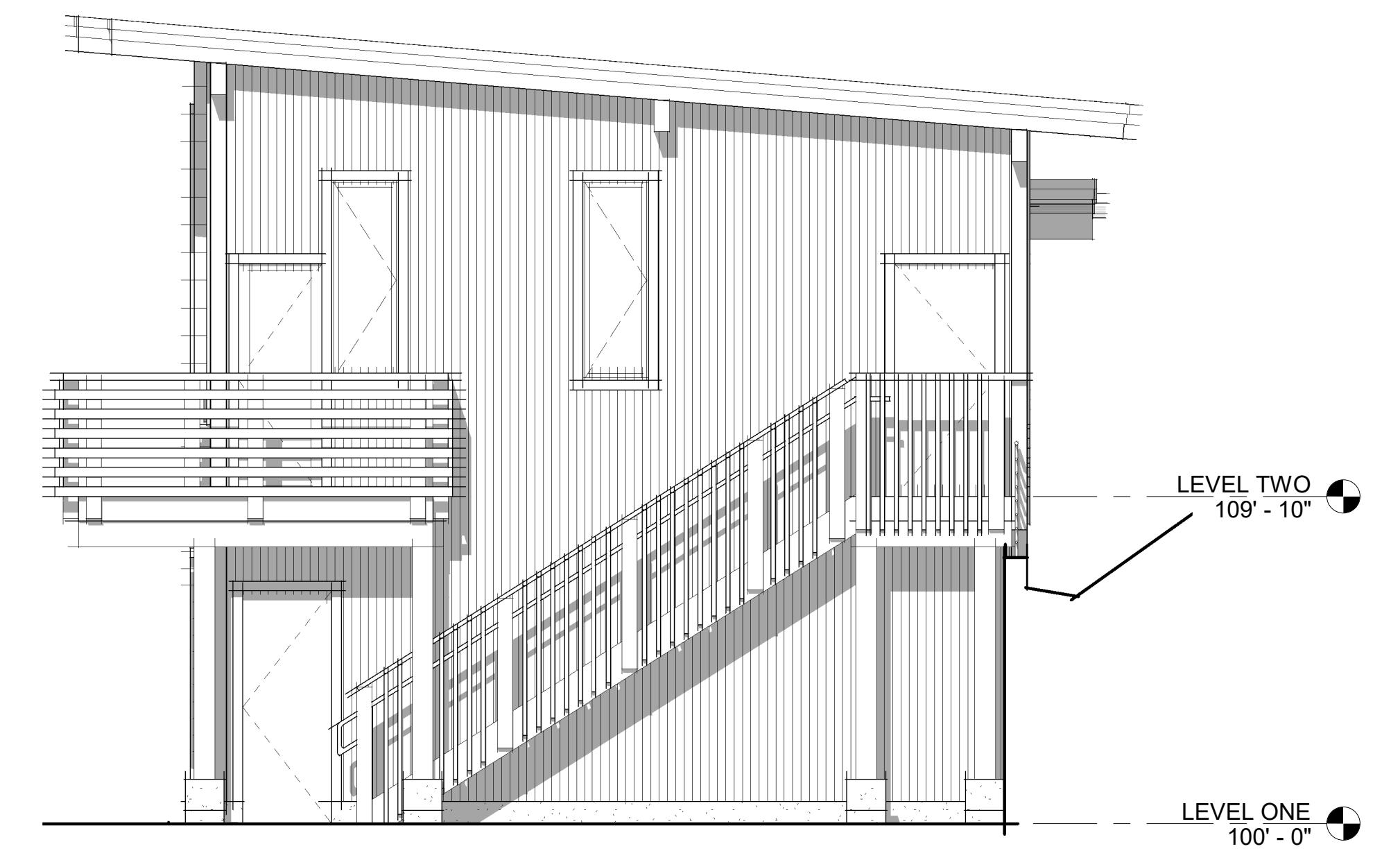
① SOUTH ELEVATION - BUILDING 1  
1/4" = 1'-0"



② WEST ELEVATION - BUILDING 7  
1/4" = 1'-0"



③ NORTH ELEVATION - BUILDING 7  
1/4" = 1'-0"



④ EAST ELEVATION - BUILDING 7  
1/4" = 1'-0"

MOUSE  
HOLE XV

11351 STATE HIGHWAY 89  
TRUCKEE, CA

Revisions

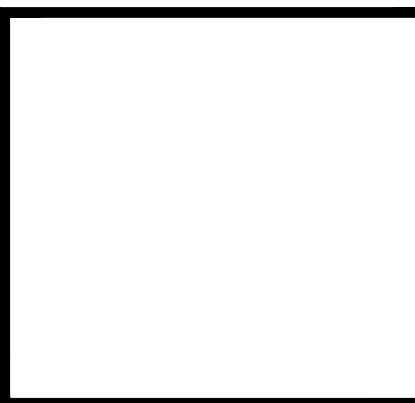
Date 12-20-21

Drawn By BMA

Scale 1/4" = 1'-0"

EXTERIOR ELEVATIONS  
OF BUILDING 7

NO.	REVISION	DATE



BCDE, INC.  
P.O. BOX 3378  
TRUCKEE, CA 96160  
(530) 583-2805 VOICE  
www.bcdeinc.com

NEW MULTIFAMILY PROJECT:  
**Mouse Hole XV**  
OWNER: BLAIR WALLACE  
11351 HWY 89 SOUTH  
POR. SE 1/4 S16 T17N R16E  
NEVADA COUNTY, CA  
A.P.N. 018-740-021

Job: 2118  
Date: 12/20/21  
Scale: 1" = 20'  
Drawn by: EMB

Sheet  
**C1.1**

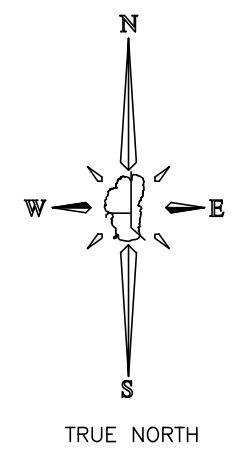


**PLAN LEGEND**

- 2' CONTOUR EXISTING
- 2' CONTOUR PROPOSED
- 2' CONTOUR REMOVED
- PROPERTY LINE
- SETBACK LINE
- TREE
- TREE REMOVED

**CONCEPTUAL GRADING/BMP PLAN**

SCALE: 1" = 20'



## **6b. TTWHA Down Payment Assistance Program**



Meeting Date: January 19, 2022  
Prepared By: Emily Vitas, Executive Director  
Agenda Item: 6b. TTWHA Down Payment Assistance Program

---

**BOARD REQUEST:**

Provide feedback on the proposed TTWHA Down Payment Assistance Program (DPAP).

**BACKGROUND:**

The TTWHA employee housing needs survey, and associated surveys conducted by our new member agencies, identified down payment assistance as a top need among respondents. As a result, a down payment assistance program was included as an area of pursuit in the 2021-2025 TTWHA Housing Work Plan. In July 2021 staff began research and planning for a program.

Through meetings with Martis Fund, Sierra Business Council, Town of Truckee, Placer County, and Rise Housing (the consultant working with the Town on their Below Market Rate Program), we have drafted program guidelines for the TTWHA Down Payment Assistance Program. The program is modeled off the Martis Fund's current program, with changes made to better fit our employees' needs.

The program would be administered by a third-party with expertise in real estate and lending, program administration, and the Truckee-Tahoe region.

The TTWHA DPAP is complementary to other regional programs. By offering a program through participating member agencies, we can provide assistance that can be utilized as a stand-alone product, or 'layered on' to other regional programs to further increase affordability for the buyer.

- The Martis Fund's Down Payment Assistance Program has seen great success over the last three years. Launched in 2018, the program has provided close to \$2.5M in assistance through 50+ loans. Member agency employees represent 20% of the loan recipients to date. Martis Fund is currently considering funding the deed restriction programs outlined below in place of more traditional assistance.
- Placer County launched the Workforce Housing Preservation Program in July 2020. The program provides up to \$150,000 per home in exchange for a deed restriction on the home that requires that it remain in the local market (locally employed residents) and includes a 245% AMI cap.
- The Town of Truckee is launching a Below Market Rate program that may provide funding to new homebuyers, current homeowners, and housing developers in exchange for permanently deed restricting units. Deed restrictions would include requirements that the homes be sold to locally employed residents and would include an income cap (likely 195% AMI) for program participation.

The programs outlined above include Area Median Income (AMI) caps, jurisdictional boundaries, and/or deed restriction requirements. The board has expressed interest in providing assistance without these restrictions in an effort to allow for access regardless of regional location or household income. These requests have been taken in to account in program creation.

Items for the board to consider (in order of inclusion in the attached draft program guidelines – these items are included in red in the program guidelines):

<b>PROGRAM COMPONENT</b>	<b>CONSIDERATION</b>	<b>STAFF RECOMMENDATION</b>
Funding Method	Will funds come directly from agencies, or be transferred to TTWHA for management and distribution.	To be determined by member agency.  Note: Does TTWHA want to carry these funds on our books?
Buyer Contributions	Should the employee be required to contribute a certain amount to Down Payment.	Require that 3% of down payment come from buyer (can be in the form of a gift).
Eligible Parties	Are TTWHA board/staff eligible to participate in the program.	TTWHA staff should be eligible.
Income / AMI Cap	Cap on household income or cap on home price.	Cap on home price so all employees are eligible, staff recommending \$1,000,000.
Home Buyer Assets	Require restrictions on assets.	Applicants with non-retirement assets that will not be used for purchase of the home in excess of one half the Applicant's household's annual income are not eligible for the program.
Loan / Lien Holder	Member Agency or TTWHA.	Does the member agency want to be the lien holder?
Down Payment Assistance Amount	Amount of loan provided to employee.	Shall not exceed the lesser of \$50,000, or 10% of the purchase prices of the home.
Interest Rate	% interest rate on loans	3%
Loan Type	Simple or compounded interest	Simple interest
Loan Type	Principal and simple interest deferred payment and / or shared resale value	Principal and simple interest deferred payment is the most ideal for employees, though shared resale value could potentially provide increased revenue to TTWHA.
Loan Structure	Revolving loan or repayment to member agency upon sale of home (homes are sold on average every 5-7 years)	To be determined by member agency.
Funding Amounts & Distribution	Annual member contributions (based on number of loans) or one-time funding (to be used as a revolving loan fund once loans are repaid).	To be determined by member agency.
Distribution Process	Lottery vs. First Come First Serve (FCFS)	FCFS due to the current competitive landscape (lottery can be considered if recipients are given a long timeline to purchase a home).
Employment Requirements	Period of employment required to participate or open to all employees, regardless of hire date?	Open to all employees.

Employment Requirements	Commitment to period of employment to receive funding or repercussions for leaving employment?	No employment commitments.
Occupancy	Full-time occupancy required by homeowner? Rental allowed, if rented to TTWHA member agency employee?	Must occupy home as primary residence.

**MOTION:**

This item is for discussion only, no action required.

**ATTACHMENTS:**

TTWHA Down Payment Assistance Program Guidelines

# **Truckee Tahoe Workforce Housing Agency Down Payment Assistance Program Guidelines**

## **1. GENERAL**

The Program Operator (“Program Operator”) is administering a down payment assistance program (the "Program") funded by the Truckee Tahoe Workforce Housing Agency (TTWHA). **TTWHA is the lender and the Program Operator is the recipient of loan payments under the Program.** The Program is designed to provide assistance to member agency employees purchasing homes, also referred to herein as "housing units," located within the Program's eligible area, as described in Section 3.1. The Program provides this assistance in the form of deferred payment second priority loans toward the purchase price and closing costs of housing units that will be occupied by the homebuyers. The loans supplement traditional financing provided by the primary lender for the home.

### **1.1 PROGRAM OUTREACH AND MARKETING**

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Program Operator will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

**1.1.1** Outreach and educational materials will be widely distributed to member agency employees and posted on the TTWHA and Program Operator websites (if applicable). The Program Operator will provide homebuyer classes to help educate homebuyers about the home buying process and future responsibilities.

**1.1.2** The Program Operator will work closely with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to educate member agency employees pursuing home purchase on the program.

### **1.2 APPLICATION PROCESS AND SELECTION**

**1.2.1** Applicants must satisfy the Applicant Qualifications set forth in Section 2, below, and the housing unit to be financed must meet the housing unit eligibility requirements set forth in Section 3, below. Applications will be processed on a first-come-first-served basis. Only completed applications will be considered. Applications are only deemed complete if all information is completed, the application is signed and dated, a primary lender's pre-approval letter, and either (i) an executed purchase agreement for an eligible property (contingent on financing and seller



acknowledgement of Program down payment assistance) and all required documentation is attached to the application or (ii) a pre-qualification request is attached to the application. Lenders will be notified of incomplete applications and no further processing will occur until entire application is complete. Pre-qualification is valid for 90 days subject to availability of funds at the time an executed purchase agreement for an eligible property (contingent on financing) and all required documentation is submitted.

**1.2.2** Applications will be submitted via e-mail, delivered to an email account selected by the Program Operator.

**1.2.3** Only the homebuyer may apply for participation in the Program. All references in these Guidelines to “Applicant” are references to the homebuyer.

### **1.3 THE HOME PURCHASE PROCESS**

**1.3.1** The housing unit selection process will be conducted by the homebuyer. The Applicant shall submit an executed standard form purchase and sale agreement and the primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the housing unit meeting Program eligibility requirements and, for homebuyers that have not been prequalified by Program Operator, homebuyer receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these Guidelines.

**1.3.2** Program Operator will provide written notification to Applicant of approval or denial with reason.

**1.3.3** When the primary lender’s requirements are met Program funds will be deposited into escrow, with required closing instructions and loan documents.

**1.3.4** At the time of escrow closing, **the Member Agency who employs the buyer** shall be named as an additional loss payee on fire, flood, if required, and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit.

### **1.4 HOMEBUYER COSTS**

**1.4.1** Eligible households must document that they have the funds necessary for down payment and closing costs as required by the primary lender and the Program. The Program's minimum contribution requirement (below) is in place even if the primary lender has a lower down payment requirement.

**1.4.2** **Homebuyer funds shall be used for at least 3% of the total of the purchase**

price plus closing costs. These funds can come from a family gift.

## 1.5 CONFLICT OF INTEREST REQUIREMENTS

No member of the Program Operator's Board of Directors and no official, employee or agent of the Program Operator who exercises policy or decision-making responsibilities in connection with the planning and implementation of the Program shall directly or indirectly be eligible for this Program. Exceptions to this policy can be made only after review and approval by the Board of Directors of the Truckee Tahoe Workforce Housing Agency.

## 1.6 NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Program Operator's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

## 2. APPLICANT / PURCHASE QUALIFICATIONS

### 2.1 EMPLOYMENT IN THE PROJECT AREA.

At least one member of the applicant's family must be employed by a Truckee Tahoe Workforce Housing Agency Member Agency, working within the eligible area 30+ hours per week. The eligible area is described as follows: The Tahoe Truckee Unified School District (TTUSD) boundaries at the time the application is made. The current TTUSD boundaries are shown in Exhibit A.

### 2.2 PURCHASE / INCOME LIMITS

Home with sales prices exceeding \$1,000,000 will not be eligible for this program.

All applicants must certify that they meet the following household income eligibility requirements and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below XXX% of area median income (AMI) in the County the home is located. AMI will be determined by household size, as published by the Department of Housing and Community Development (HCD) each year.

*Annual Income: This is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period, subject to the exemptions allowed in the "Technical Guide for Determining Income and Allowances for the HOME Program, Third Edition,*

2005, Part 5, Section VIII".

## **2.3 INCOME QUALIFICATION CRITERIA**

Projected annual gross income of the applicant household will be used to determine whether they are above or below the income limit. Income qualification criteria, as shown in the most recent HCD guidance for the HOME Program administered by Program Operator, will be followed to independently determine and certify the household's annual gross income. The Program Operator will compare this annual gross income to the income the primary lender used when qualifying the household. The primary lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

Program Operator will utilize HCD's Income Calculation and Determination Guide for Federal Programs, or subsequent Department publications as a best management practices guide for exerting due diligence in establishing household income, zero income declarations and ensuring third party verifications are obtained. See <http://www.hcd.ca.gov/fa/cdbg/GuideFedPrograms.html>

### **2.3.1 HOUSEHOLD INCOME DEFINITION:**

Household income is the annual gross income of all household members with the exception of foster children and foster adults that is projected to be received during the coming 12- month period, and will be used to determine program eligibility. For those types of income counted, gross amounts (before any deductions have been taken) are used; and the types of income that are not considered would be income of minors or live-in aides. Certain other household members living apart from the household also require special consideration subject to the exemptions allowed in the "Technical Guide for Determining Income and Allowances for the HOME Program, Third Edition, 2005". The household's projected ability to pay must be used, rather than past earnings, when calculating income. The link to Annual Income Inclusions and Exclusions is:

<http://www.hud.gov/offices/adm/hudclips/handbooks/hsg/4350.3/43503e5-1HSGH.pdf>

### **2.3.2 CO-SIGNERS:**

Co-signers are acceptable and their names may appear on the Grant Deed or Deed of Trust. The loan recipient must be the occupant of the home at all times.

Non-occupant co-signers will not be required to submit income and asset

documentation. Co-signers' income will not be included in the household income determination.

### **2.3.3 ASSETS:**

**Applicants with non-retirement assets that will not be used for purchase of the home in excess of one half the Applicant's household's annual income are not eligible for the program.** Income from assets is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned - e.g. interest on a saving's account - not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset. Note that the homebuyer may not be on title to real property as noted in Section 2.4 below.

The Link to Asset Inclusions and Exclusions is:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/affordablehousing/training/web/calculator/definitions/treatment/inclusions](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/definitions/treatment/inclusions)

## **2.4 DEFINITION OF AN ELIGIBLE HOMEBUYER**

**An eligible homebuyer means an individual or individuals who meet the income eligibility requirements and is/are not currently and have not within the last twelve months been on title to real property or on title of a manufactured home unit.**

Documentation that the homebuyer satisfies these requirements will be required for all homebuyers.

## **3. HOUSING UNIT ELIGIBILITY**

### **3.1 LOCATION AND CHARACTERISTICS**

**3.1.1** Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: The Tahoe Truckee Unified School District (TTUSD) boundaries. The current TTUSD boundaries are shown in Exhibit A.

**3.1.2** Housing unit types eligible for the homebuyer Program are new or previously owned: single-family detached houses, half-plex, duplex, triplex or quadplex houses, condominiums, or manufactured homes on a single-family lot and placed on a permanent foundation system. The Program does not allow manufactured homes unless on a permanent foundation system.

**3.1.3** All housing units must be in compliance with State and local codes and ordinances.

**3.1.4** Housing units located within a 100-year flood zone will be required to provide proof of flood insurance in order to close escrow. Program Operator reserves the right to evaluate eligibility of homes that are in Special Flood Hazard Areas or are within 250 feet of a multiple flood zone(s).

## **3.2 CONDITIONS**

**3.2.1** Property Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement and prior to a commitment of Program funds, the following requirements must be satisfied for the housing unit to be eligible for purchase under the Program:

**(a)** A clear pest inspection report is required for each housing unit and smoke and carbon monoxide detectors must be installed if not in place.

**(b)** If the assisted homebuyer is acquiring and rehabilitating a home as part of the first lender's mortgage loan, such as 203k, the housing unit must be free from any defects that pose a danger to the health and safety of occupants before occupancy. The construction inspector must inspect the housing unit again at project completion. The housing unit must meet written rehabilitation standards and local codes and ordinances at project completion.

**3.2.2** Housing unit size shall be sufficient to meet the needs of the homebuyer household, without overcrowding. Generally, this means not more than two persons per bedroom or living room.

**3.2.3** The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding and 3) will complete the homebuyer checklist and place in the Applicant's file.

## **3.3 PROPER NOTIFICATION AND DISCLOSURES**

**3.3.1** Upon selection of a housing unit, the homebuyer must be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms.

**3.3.2** All owners who wish to sell their housing units must receive an

acquisition notice. This notice will be included in the contract and must be signed by all sellers on title.

#### **4. THE PRIMARY LOAN**

##### **4.1 LOAN TYPE**

Prior to obtaining a loan from the **Truckee Tahoe Workforce Housing Agency / Member Agency who employs the applicant**, a homebuyer must provide evidence of financing for the maximum amount the primary lender is willing to loan (the "primary loan"). The primary loan must be fixed rate with duration equal to or in excess of thirty (30) years. The Program Operator will rely on the Primary Lender's decision to make a loan as evidence of creditworthiness, repayment ability, and dependability of income.

##### **4.2 INTEREST RATE**

The primary loan rate of interest shall be fixed (not an adjustable rate mortgage, ARM) at the current market rate. The current market rate must be evidenced by the Effective Rate plus 50 basis points listed in the Federal Housing Finance Board's most recent Monthly Interest Rate Survey for the San Francisco District and no temporary interest rate buy-downs are permitted.

##### **4.3 LOAN TERM**

The primary loan shall be fixed, and fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

##### **4.4 IMPOUND ACCOUNT**

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

#### **5. THE PROGRAM LOAN**

##### **5.1 MAXIMUM AMOUNT OF PROGRAM ASSISTANCE**

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the **lesser of \$50,000 or ten percent of the purchase price** of the home.

##### **5.2 NON-RECURRING CLOSING COSTS**

Non-recurring closing costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs are not considered part of the purchase price of the home but may be paid with the Program loan.

### **5.3 RATE AND TERMS FOR PROGRAM LOANS**

All Program assistance to individual households shall be made in the form of a deferred payment loan. Below are the two types of payments that are allowed on the Program loan. The homebuyer must select one type of payment for their Program loan at the time the homebuyer submits the executed purchase agreement for the home to be purchased with the Program Loan.

#### **5.3.1 Principal and Simple Interest Deferred Payment.**

Program loans of this type shall be for at least as long as the primary loan but no less than 30 years. The interest rate shall be 3% per year. All Program loan payments of interest and principal shall be deferred.

#### **5.3.2 Shared Resale Value**

Program loans of this type shall be for at least as long as the primary loan but no less than 30 years. Shared resale value, in lieu of accrued interest and principal, shall be paid by determining the program loan's percentage contribution to the original sales price and multiplying that percentage by the current sales price or the current appraised value if the loan accelerating event is other than sale of the property.

## **6. PROGRAM LOAN REPAYMENT**

### **6.1 PAYMENTS ARE VOLUNTARY**

Borrowers may begin making voluntary payments at any time in accordance with applicable loan conditions.

### **6.2 EARLY REPAYMENT**

Loans may be paid early at the principal and interest due at the time of repayment. Loans under the Shared Resale Value option may be repaid at the amount of principal plus the greater of either (a) 3% interest compounded annually or (b) shared appreciation documented by an appraisal paid for by the borrower and approved by the Program Operator.

### **6.3 RECEIVING LOAN PAYMENTS**

**6.3.1** Program loan payments are payable to the Program Operator and shall be sent to:

<program operator address>

**6.3.2** The Program Operator will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record

payments and file statements on payment status. Payments and any insurance proceeds shall be forwarded to Program Operator and accounted for in the Program Operator's Down Payment Assistance Program Income Account. The Program Operator will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Program Operator. The Program Operator may with TTWHA's approval (such approval not to be unreasonably withheld), enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

#### **6.4 DUE UPON SALE OR TRANSFER**

**6.4.1** Loans are due upon the earlier of sale or transfer of title or when borrower no longer occupies the home as his/her principal residence, upon the loan maturity date, or upon payment of the primary loan (including payment as part of refinancing if the refinancing includes any payment of any equity to homebuyer). The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. In any loan where the Program loan is the only subsidy, the homebuyer cannot be restricted from selling the home at its fair market value at any time.

### **7. LOAN MONITORING PROCEDURES**

Program Operator will monitor borrowers and their housing units to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

### **8. PROGRAM LOAN PROCESSING AND APPROVAL**

#### **8.1 Loan Processing**

Prior to issuance of a program loan, the primary lender must submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; and 4) current third party income verifications and verifications of assets.

#### **8.2 Documents from primary lender**

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed or delivered electronically. Based on receipt and review of the final documents,



the Program Operator will do an income certification (using most recent HCD program's guidance on income calculation and determination as noted above), and homebuyer certification (review of credit report and income taxes). Documentation of eligibility will then be verified and Program Loan amount determined.

### **8.3 Disclosure of Program and Loan Information to Homebuyers**

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The primary lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the primary lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan.

Reviewing and crosschecking the Primary lender information ensures that the final Program loan amount will fall within the Program's eligibility requirements.

### **8.4 Completion of Underwriting and Approval of Program Loan**

Once the loan approval package has been completed then the Program Operator will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

### **8.5 Primary and Program Loan Document Signing**

The homebuyer(s) sign both promissory notes, deeds of trust, and statutory lending notices (right of rescission, truth in lending, etc.); the deeds of trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of notice of default are also recorded with the County Clerk/Recorder.

### **8.6 Escrow Procedures**

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) title policy and the American Land Title Association (ALTA) title policy after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the

physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined only by physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

## **9. SUBORDINATE FINANCING**

No loans other than the primary loan and the program loan are allowed. The Program Operator will only subordinate to a fixed rate loan at current market rates. Loan Duration must be equal to or greater than the period remaining on borrower's primary mortgage.

## **10. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**

### **10.1 DEFINITION OF EXCEPTION**

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

### **10.2 PROCEDURE FOR EXCEPTIONAL CIRCUMSTANCES**

**10.2.1** The Program Operator or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the recommended course of action and any written or verbal information supplied by the applicant.

**10.2.2** The Truckee Tahoe Workforce Housing Agency shall make a determination of the exception based on the recommendation of the Program Operator.

## **11. DISPUTE RESOLUTION AND APPEALS PROCEDURE**

Loan applicants have the right to appeal if an application is denied. The applicant shall engage in the following process to appeal a decision.

Appeals must be made in writing within 30 days of the date of the disputed decision and e-mailed to:

Truckee Tahoe Workforce Housing Agency  
info@tjpa.org

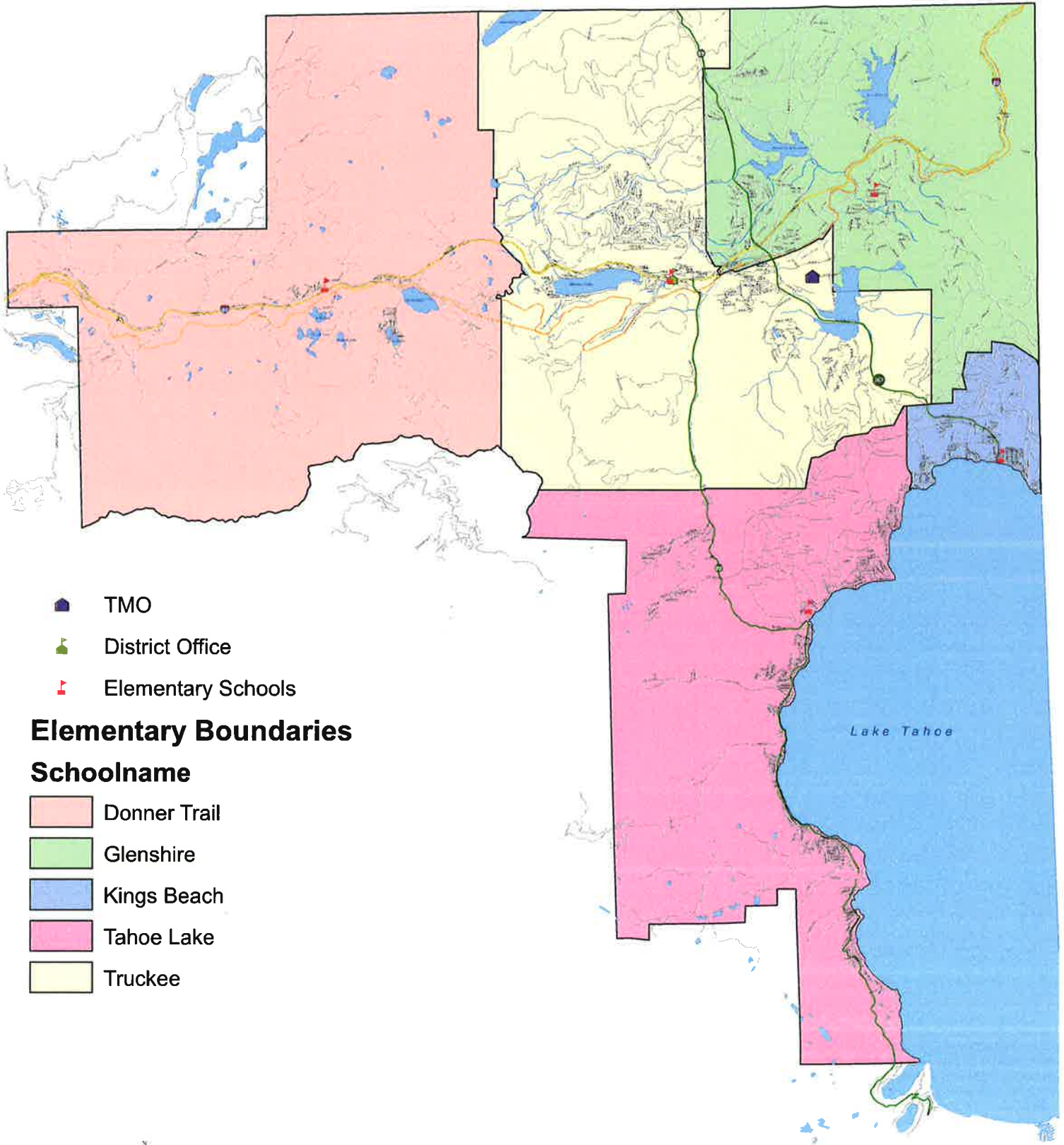
The Executive Director will review the appeal and render a written decision to the applicant within 30 days from the date the appeal application was received.




Decisions of the Executive Director are final.

**EXHIBIT A**  
**Tahoe Truckee Unified School District Boundaries**

DRAFT

# TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT ELEMENTARY SCHOOL ATTENDANCE BOUNDARIES

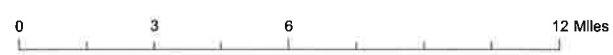


-  TMO
-  District Office
-  Elementary Schools

## Elementary Boundaries

### Schoolname

-  Donner Trail
-  Glenshire
-  Kings Beach
-  Tahoe Lake
-  Truckee



**7a. Annual Board Retreat Scope and Facilitator**



Meeting Date: January 19, 2022  
Prepared By: Emily Vitas, Executive Director  
Agenda Item: 7a. Annual Board Retreat Agenda and Facilitator

---

**BOARD REQUEST:**

Provide feedback on a proposed scope of work and approve a facilitator for the 2022 board retreat.

**BACKGROUND:**

We are working on the structure for a 2022 board retreat. Staff is proposing the half-day retreat take place on March 16, in place of the regularly scheduled board meeting. The goal of the retreat will be to develop a strategic plan ‘lite’ for the agency.

The Truckee-Tahoe housing landscape has shifted drastically since the agency’s 2020 formation. Additionally, we have regional housing partners developing and implementing a number of housing-related projects and programs, many of which didn’t exist when the agency was founded. A board retreat that includes our new member agencies, at the two-year mark of our agency’s founding, will provide an opportunity to reflect on and analyze our efforts and work plans while determining the best pathways forward to serve the needs of our employees and community in this ever-evolving landscape.

Staff is requesting that the board consider sole-sourcing the facilitation of the retreat to Agnew Beck Consulting. Agnew Beck provides facilitation, analysis, policy development, planning, public engagement and project implementation. They have worked on a number of regional housing assessments and initiatives throughout the Western States. Seana Doherty, Master Facilitator, Past Project Director of the Mountain Housing Council, and Housing Program Manager for the Town of Truckee, will be joining the Agnew Beck team on February 1 and would lead TTWHA’s retreat planning and facilitation. Seana has a proven history of successful facilitation throughout the region and has a knowledge of the region’s make-up and housing landscape that cannot be found in other regional facilitators.

A proposed scope, developed by TTWHA staff and Agnew Beck, and cost estimate is attached. Staff conducted a cost comparison with regional facilitators to ensure the estimate provided by Agnew Beck is in line with industry and regional offerings.

Agnew Beck: \$155/hour  
Carl Ribaud, SMG Consulting: \$200/hour  
Heidi Volkhardt Allstead, HVA Consulting: \$100/hour  
Pamela Hobday, Pamela Hurt Associates: \$375/hour

Staff is asking for feedback on the proposed scope of work and approval of a contract with Agnew Beck.

**PROPOSED MOTION:**

I move to approve the proposal submitted by Agnew Beck for facilitation of the 2022 TTWHA Board Retreat.

I move to approve the proposal submitted by Agnew Beck for facilitation of the 2022 TTWHA Board Retreat, with the following changes:

I move to take no action.

**ATTACHMENTS:**

TTWHA Board Retreat Scope and Estimate: Agnew Beck



Truckee Tahoe Workforce Housing Council Board Retreat   Winter 2022 <i>submitted by Agnew::Beck</i>		Senior Housing Manager/Facilitator	Total Cost
Feb-Apr 2022		hours      rate \$155	
<b>TASKS</b>			
<b>Task 1: Planning and Preparation (MAR)</b>		24      \$3,720	<b>\$3,720</b>
<p>In this task, our team will coordinate with TTWHA to plan and prepare for a Board Retreat. We anticipate this will include:</p> <ul style="list-style-type: none"> <li>• Conduct approximately three (3) planning and preparation meetings with TTWHA.</li> <li>• Design meeting objectives format, agenda and materials.</li> <li>• Advise and assist on logistics coordination, as needed.</li> <li>• Conduct preliminary investigation with Board members - 30-minute one-on-one interviews with approximately seven (7) Board Members.</li> <li>• Collect and review background documentation and information to inform Retreat discussion and prepare meeting packet for Board review prior to Retreat.</li> </ul>			
<b>Task 2: Board Retreat (MAR) and Follow-Up Work Session (APR/MAY)</b>		10      \$1,550	<b>\$1,550</b>
<p>In this task, our team will set up, facilitate, document and break down an approximately 5-hour Board Retreat for approximately 15 people. This retreat will be conducted in-person, if allowable according to current health guidelines. Objectives and outcomes of the Retreat include revisiting the vision, mission and purpose of the organization; identifying decision points, goals and supported strategies to reach those goals; better defining the role of the organization and its intended growth within the larger regional housing context. Follow-up 2-to-3-hour work session to be conducted within 1-2 months of retreat.</p>			
<b>Task 3: Debrief and Documentation (MAR/APR)</b>		16      \$2,480	<b>\$2,480</b>
<p>In this task, our team will organize ideas and information captured from the Retreat to create a brief, visual and narrative summary that documents the Board's vision and direction. Our team will endeavor to both capture implementation and action ideas from the Retreat, but also create a strategy framework for how to plan and prioritize, moving forward. This product will aim to better define intended impacts and roles for the organization. Debrief and review calls included.</p>			
<b>TOTAL time</b>		<b>50      \$ 7,750</b>	<b>\$ 7,750</b>
Expenses			\$ 150
<b>TOTAL time with in-person travel expenses</b>		<b>50      \$ 7,750</b>	<b>\$ 7,900</b>
<b>EXCLUSIONS + TERMS</b>			
<p>Expenses such as costs for printing, mailing or otherwise distributing materials, or for paid advertising are not included in this budget and would be paid for directly by client, as needed. Rights to final versions of all materials are transferred to the client upon conclusion of the project. A::B reserves the right to use any and all project materials for educational and marketing purposes unless they are proprietary and/or confidential in nature as indicated by client. A::B reserves the rights to any draft or conceptual materials developed in the course of the project, or other materials specified in the terms of the contract provided they do not contain proprietary and/or confidential information.</p> <p>A::B reserves the right to move budget between tasks, staff and subcontractors so long as costs do not exceed the total budget. A::B bills for time-and-materials on a monthly basis unless otherwise arranged with client. A::B considers total contract amount a not-to-exceed amount. The total contract amount can be adjusted through mutual agreement between A::B and client and with written authorization by both. <b>This estimate is good for 90 days from the date of the estimate: November 29, 2021.</b> Prepared by Ellen Campfield Nelson for Tahoe Truckee Workforce Housing Council.</p>			

## **7b. Election of 2022 Board Officers**





Meeting Date: January 19, 2022  
Prepared By: Emily Vitas, Executive Director  
Agenda Item: 7b. Annual Selection of Board Officers

---

**BOARD REQUEST:**

Select 2022 Board Officers, including Chair, Vice-Chair, Secretary, and Treasurer.

**BACKGROUND:**

TTWHA Bylaws set forth the procedure for selecting board officers for the upcoming calendar year. The Board Chair and Vice Chair must be acting board members and elected to their roles, while the Secretary and Treasurer do not need to be acting board members and can be appointed. Terms are one year.

Current Positions:

Chair:	Harry Weis
Vice-chair:	Kevin Smith
Secretary:	Carmen Ghysels
Treasurer:	Steven Poncelet

**PROPOSED MOTION:**

A separate motion must be made for each officer:

I move to approve \_\_\_\_\_ as the \_\_\_\_\_ for the 2022 calendar year.

**ATTACHMENTS:**

TTWHA Bylaws

**BYLAWS  
OF  
TRUCKEE TAHOE WORKFORCE HOUSING AGENCY**

**PREAMBLE**

The Truckee Tahoe Workforce Housing Agency (“**Agency**”) was established on January 27, 2020, pursuant to the Joint Exercise of Powers Agreement Creating the Truckee Tahoe Workforce Housing Agency, as may be amended from time to time (“**Agreement**”), and the Joint Exercise of Power Act (Government Code section 6500 et seq.). The members of the Agency may be referred to herein individually as a “**Member**” or collectively as the “**Member.**”

**ARTICLE I  
DEFINITIONS**

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified:

- Section 1. Act means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to public agencies.
- Section 2. Agreement means the Joint Exercise of Powers Agreement which created the Truckee Tahoe Workforce Housing Agency, whose Effective Date is January 22, 2020, as amended from time to time.
- Section 3. Agency means the Truckee Tahoe Workforce Housing Agency, which was created by the Agreement.
- Section 4. Board or Board of Directors means the governing body of the Agency.
- Section 5. Bylaws means the bylaws of the Agency, contained herein.
- Section 6. Director means a member of the Board representing a Member.
- Section 7. Member means the Tahoe Forest Hospital District, Tahoe Truckee Unified School District, Truckee Donner Public Utility District, Truckee Tahoe Airport District, and any other entity added pursuant to Section 5.1(b) of the Agreement.
- Section 8. Officer means the Chair, Vice Chair, Secretary, or Treasurer/Auditor.

**ARTICLE II  
PURPOSE AND LIMITATIONS**

- Section 1. **Purpose of Agency.** The Agency was formed with the purpose and intent to support and promote the development of workforce housing for Members within the Agency’s jurisdiction, and to collectively plan, acquire, develop, lease, finance, and construct workforce housing for Member employees and support housing programs that provide workforce housing to Member employees, as specified in Section 2.4 of the Agreement.
- Section 2. **Purpose of Bylaws.** The Agreement authorizes the Board to adopt such bylaws, rules and regulations as are necessary or desirable to accomplish the purposes of the Agreement; provided, however, that nothing in the Bylaws, rules or regulations shall be inconsistent with the Agreement. By approving these Bylaws, the Board intends to adopt additional procedures concerning basic governance, internal organization, Board committees, and other matters addressed in these Bylaws.
- Section 3. **Conflict Between Bylaws and Agreement.** Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement. If any term of these Bylaws conflicts with any term of the Agreement, the Agreement terms shall prevail, and these Bylaws shall be amended to eliminate such conflict of terms. Unless the context or reference to the Agreement requires otherwise, the general provisions, rules of construction and applicable statutory definitions will govern the interpretation of these Bylaws.

**ARTICLE III  
POWERS**

The powers of the Agency shall be as set forth in Article 3 of the Agreement and in Government Code section 6508, or as otherwise authorized by law.

**ARTICLE IV  
BOARD OF DIRECTORS**

- Section 1. **Board Membership.** Agency is governed by a Board of Directors (“**Board**”) comprised of one representative for each Member.
- Section 2. **Additional Members.** A public agency may be considered for membership in the Agency by presenting an adopted resolution to the Board that includes a request to become a Member. The Board may approve membership by a unanimous vote and upon satisfaction of the conditions specified in Section 5.1(b) of the Agreement.

Section 3. **Withdrawal.** After July 1, 2023, any Member shall have the right to withdraw from the Agreement by giving at least 24 months' advance written notice to the Board and each Member.

## **ARTICLE V BOARD OF DIRECTORS**

Section 1. **Director Appointment.** The governing body of each Member shall appoint and designate in writing one regular Director, who shall be authorized to act for and on behalf of such Member. The regular Director shall be the chief administrative officer or the general manager of the appointing Member, or a designee of the chief administrative officer or the general manager. The governing body of each Member shall also appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a meeting. The designee of the General Manager and the alternate Director shall have the same authority to make decisions as that of the chief administrative officer/general manager.

Section 2. **Resignation.** A Director may resign at any time by giving written notice to the Board Secretary. The notice of resignation may specify a date on which the resignation will become effective.

Section 3. **Vacancy.** If at any time a vacancy occurs on the Board, for whatever reason, a replacement shall be appointed by the governing body of the subject Member within 45 days of the vacancy.

Section 4. **Powers and Duties of the Board.** The Board shall have the responsibility for the general management of the affairs, property and business of the Agency and may, from time to time, adopt and modify these Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The Board may exercise and shall be vested with all powers of the Agency insofar as not inconsistent with law, Article 3 of the Agreement, or these Bylaws.

## **ARTICLE VI MEETINGS**

Section 1. **Principal Office.** The principal office for the transaction of the activities and affairs of the Agency ("Principal Office") is located at 10970 Spring Lane, Truckee, CA 96161.

Section 2. **Regular Meetings.** The Board shall hold at least two regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour, and place of each regular meeting shall be fixed by resolution of the Board.

- Section 3. **Special and Emergency Meetings.** Special and emergency meetings of the Board may be called in accordance with the provisions of Government Code sections 54956 and 54956.5, respectively.
- Section 4. **Open Meetings.** All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.). Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.
- Section 5. **Closed Sessions.** The Board shall comply in all respects with closed session requirements and procedures of the Brown Act. Pursuant to Government Code section 54956.96(a)(2), the Board hereby authorizes an alternate Director who is also a member of the governing body of a Member, and is attending a properly noticed Board meeting in the absence of the regular Director, to attend a closed session held during such meeting. Pursuant to Section 54956.96(a)(2), alternate Directors who are not a member of the governing body of a Member may not attend a closed session meeting of the Agency.
- Section 6. **Agenda.** The Executive Director shall prepare the agenda for all meetings of the Board in accordance with the Brown Act, and regular meeting agendas shall be posted 72 hours before each meeting in compliance with said Act.
- Section 7. **Quorum.** A majority of the entire Board of Directors shall constitute a quorum in order to conduct business. Alternate Directors attending meetings shall not be counted as part of any meeting quorum unless such Alternate Director is formally representing an absent Director. In the absence of a quorum, no business may be transacted except the adjournment of a meeting by the remaining Directors. A Director shall be deemed present for the determination of a quorum if the Director is present at the meeting in person or if he or she participates in the meeting telephonically as provided by the Brown Act.
- Section 8. **Voting.** Each Director present at a meeting shall have one vote in any decision. Except as otherwise required by law, voting shall be viva voce. Unless otherwise specified in the Agreement, a simple majority of the quorum shall be required for the adoption of a motion, resolution, contract authorization or other action of the Board. Less than a majority may make a motion for adjournment. A super majority vote (requiring 70% of the board vote) of the entire Board shall be required for the following items listed in Section 5.2(d) of the Agreement: (1) adding new members; (2) issuing bonds or other forms of indebtedness; (3) approving commencement of eminent domain proceedings; and (4) termination of the Agreement and dissolution of the Agency.
- Section 9. **Action.** Action by the Board on all resolutions and ordinances shall be recorded in writing, signed by the Chair, and attested to by the Secretary. All other actions of the Board shall be by motion recorded in written minutes.

- Section 10. **Adjournments and Adjourned Meetings.** The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified by the Board in accordance with law. If less than a majority is present at a meeting, a majority of those members of the Board present may adjourn the meeting from time to time.
- Section 11. **Organization.** Each meeting of the Board shall be presided over by the Chair or, in his or her absence, by the Vice Chair, or in the absence of both the Chair and Vice Chair, by any member of the Board selected to preside by vote of a majority of the members of the Board present. The Secretary, or in his or her absence, any person designated by the individual presiding over the meeting, shall act as secretary of the meeting.
- Section 12. **Compensation and Reimbursement.** Pursuant to Section 5.2(f) of the Agreement, compensation for work performed by Directors on behalf the Agency shall be borne by the Member that appointed the Director. The Board may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.

## **ARTICLE VII OFFICERS**

- Section 1. **Officers.** The officers of the Board shall consist of a Chair, Vice Chair, Secretary, and Treasurer/Auditor (each an “Officer”). The Chair and Vice Chair must be members of the Board. The Chair shall have the power to enforce meeting decorum and rules of order and to exercise such other powers and duties pursuant to Section 5.2(e) of the Agreement and as may be assigned by the Board. The Vice Chair shall perform the duties of the President in the absence or inability to act of the Chair.
- Section 2. **Election of Officers.** The Board at its first regularly scheduled meeting of the year, each year thereafter, and at such other times as there may be a vacancy in an office, shall elect a Chair and Vice Chair.
- (a) Chair. In the event of a vacancy of the Chair, the Board shall elect the Vice Chair to fill the vacancy at the next meeting of the Board held after such vacancy occurs.
- (b) Vice Chair. In the event of a vacancy of the Vice Chair, the Board shall elect a new Vice Chair to fill the vacancy at the next meeting of the Board held after such vacancy occurs.
- Section 3. **Appointments of Officers.** The Secretary and Treasurer/Auditor shall be chosen at the initial meeting or as soon as practical thereafter.

- (a) Secretary. The Board shall appoint a Secretary, who need not be a Member of the Board. The Secretary shall give, or cause to be given, notice of all meetings of the Board and committees of the Agency required by the Bylaws and applicable law to be given. The Secretary shall keep or cause to be kept, at the Principal Office or such other place as the Board may direct, a record of summary minutes of all meetings and actions of Directors, Alternate Directors and committees of the Agency, with the time and place of meeting, whether the meeting was regular or special, how any special meeting was authorized, the notice provided for the meeting, the names of those present at such meetings, and the votes, actions and proceedings of such meetings.
  
- (b) Treasurer/Auditor. Pursuant to Government Code sections 6505.5 and 6505.6, the Board shall appoint a qualified person to act as the Treasurer/Auditor for the Agency. The Board may appoint a qualified person to serve as Treasurer/Auditor. Treasurer/Auditor shall be the depository and shall have responsibility for the depositing and custody of all funds held by the Agency from any source. The Treasurer/Auditor shall possess the powers of, and shall perform those functions and duties required by provisions of applicable law, the Joint Exercise of Powers Act, the Agreement, and those which may be prescribed by the Board or these Bylaws. All funds of the Agency shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly. The Treasurer/Auditor shall provide strict accountability of said funds in accordance with Government Code sections 6505 and 6505.5 and all other applicable provisions of law.
  
- (c) Additional Officers. The Board may appoint additional officers deemed necessary or desirable.

Section 4. **Term of Office.** The Chair and Vice Chair shall serve for a term of one year, without limit to the number of terms.

Section 5. **Resignation of Officers.** Voluntary Resignation. Any officer of the Agency may, subject to contrary provision in any applicable contract, resign at any time by giving written notice to the Board or to the Chair or Secretary of the Agency. Any such resignation shall take effect at the time specified in the notice or, if the time is not specified, on receipt thereof. Unless otherwise specified in the notice, acceptance of such resignation shall not be necessary to make such resignation effective.

Section 6. **Vacancies.** If any office becomes vacant at any time, such vacancy may be filled at any time by the Board.

Section 7. **Official Bond.** The Treasurer/Auditor is designated as the public officer or person who has charge of, handles, or has access to any property of the Agency. The

Treasurer shall file an official bond as required by Section 6505.1 of the Act in an amount fixed by resolution of the Board.

## **ARTICLE VIII COMMITTEES**

- Section 1. **Committees.** As further provided in Section 5.2 of the Agreement, the Board may establish permanent or temporary committees as the Board deems appropriate to assist the Board in carrying out its functions.
- Section 2. **Appointment to Standing Committees.** For Standing Committees, the Chair shall nominate committee members, subject to approval by a majority vote of the Board. If the Board fails to approve the Chair's nomination(s) to a Standing Committee, the Board may entertain a motion for the appointment of committee members.
- Section 3. **Committee Voting.** Action by a committee on all matters shall require an affirmative vote of a majority of the members of the committee who are present at the meeting.
- Section 4. **Alternate Directors in Standing Committees.** In the event a member of a Standing Committee is unavailable to attend a duly noticed meeting of that committee, the Alternate Director representing the same Member as the absent Director may attend and, if applicable, vote in the committee meeting in place of the absent Director. The Alternate Director may also chair the committee and fully participate in discussion and debate during meetings.
- Section 5. **Removal of Committee Members.** The Board may remove a committee member from a committee, with or without cause, by a majority vote of the Board.
- Section 6. **Ad Hoc Committees.** The Board may establish temporary ad hoc advisory committees that: (a) are composed of less than a quorum of the Board, (b) have no continuing subject matter jurisdiction, and (c) have no meeting schedule fixed by charter, ordinance, resolution, or formal action of the Board. The Chair shall appoint the members of such ad hoc committees.

## **ARTICLE IX ADMINISTRATION AND STAFFING**

- Section 1. **Executive Director.** At the initial meeting, the Board shall appoint an Executive Director under whose general supervision and control the activities of the Agency shall be conducted and shall be compensated for his/her services as determined by the Board. The Executive Director may be a Member entity staff member and shall serve at the pleasure of the Board and continue in his/her capacity until he/she resigns or is terminated by the Board. The Executive Director shall be the chief



administrative officer of the Agency and shall have overall responsibility for the day-to-day operations and administration of the Agency. The Executive Director shall ensure that staff for the Agency are able to implement the Agreement, these Bylaws, and any other requirements imposed by law. The Executive Director shall have the powers and duties set forth in Section 5.3(b) of the Agreement and the following powers and duties:

- (a) Executing contracts, deeds and other documents and instruments as authorized by the Board, subject to any Board policy on spending and signature authority.
- (b) Exercising general supervision over all property belonging to the Agency.
- (c) Exercising responsibility for purchases of all supplies, materials, and equipment of the Agency.
- (d) Coordinating Board meetings and public participation opportunities associated therewith, and in coordination with the Agency's Legal Counsel, ensuring the Agency operates in a manner consistent with all legal requirements imposed by law on California public agencies.
- (e) Ensuring that the requirements of the Joint Exercise of Powers Act (Government Code section 6500 et seq.) are satisfied.
- (f) Exercising such other powers and duties as may be prescribed by the Board or these Bylaws.
- (g) Carrying out the direction of the Board.

Section 2. **Reimbursement of Expenses.** The Board may adopt by resolution a policy relating to the reimbursement of expenses incurred by Officers and employees.

## **ARTICLE X FINANCES**

Section 1. **Fiscal Year.** The fiscal year for the Agency shall begin on July 1st and end on June 30th, unless the Board adopts a resolution changing the dates.

Section 2. **Budget.** The Agency shall operate pursuant to a general operating budget and other Agency budgets adopted in accordance with Article 6 of the Agreement.

Section 3. **Operating Budget and Expenditures.** The Executive Director shall present a proposed budget to the Board before April 1 each year for review and approval.

The Board shall approve an annual operating budget before the beginning of a fiscal year or any other date established by the Board, as required to conduct its business in a manner consistent with the purposes of the Agency. Unless otherwise required by the Agreement or California law, the Treasurer/Auditor shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval of the Board.

Section 4. **Funding for the Agency.** Funding for the Agency shall be in accordance with Sections 6.3, 6.4 and 6.5 of the Agreement.

Section 5. **Alternative Funding Sources.** The Agency may, by a Board vote, seek funding from other alternative sources, including but not limited to, state and federal grants or loans, and the issuance of bonds.

Section 6. **Transfer of Records, Accounts, Funds, and Property.** Pursuant to Section 6.6 of the Agreement, the Board shall adopt procedures by which the Agency documents the transfer and receipt of records, accounts, funds, or property from Members or other entities.

## **ARTICLE XI RECORDS**

Section 1. **Availability.** A copy of the Agency's Bylaws and the Agreement shall be kept at the Agency's Principal Office, as set forth in Section 6.1 above, and shall be open to inspection by the public at all reasonable times during office hours.

Section 2. **Inspection.** Unless otherwise restricted by law, any Member and any Director may inspect any record of the Agency, including but not limited to, the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time. A designated representative of the Member may make any inspection and copying under this Section and the right of inspection includes the right to copy. As directed and permitted by law, Agency records shall be open to inspection by the public.

## **ARTICLE XII AMENDMENTS**

These Bylaws may be modified, amended or repealed or new Bylaws may be adopted by resolution by an affirmative vote of the Board at any regular or special meeting of the Board. In the event that a conflict exists between a provision in the Bylaws and a provision in the Agreement, the provision in the Agreement shall govern.

**ARTICLE XIII**  
**SEVERABILITY**

Any adjudication that these Bylaws or any part thereof is invalid shall not affect the validity of the remainder of these Bylaws.