

4a. Minutes of the July 21, 2021 Board Meeting

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

July 21, 2021, 8:30am

1. CALL TO ORDER: 8:32

Directors Present: Harry Weis, Tahoe Forest Hospital District
Kevin Smith, Truckee Tahoe Airport District
Steven Poncelet, Truckee Donner Public Utility District
Todd Rivera, Tahoe Truckee Unified School District, *Secondary Rep.*

Absent:

Carmen Ghysels, Tahoe Truckee Unified School District

2. APPROVAL OF AGENDA

No changes made to the agenda.

3. PUBLIC COMMENT

No public comment.

4. CONSENT ITEMS

- a. Minutes of the June 16, 2021 Board Meeting
- b. May 2021 Financials
Smith, Poncelet

No public comment.

Motion to approve made by Director Smith. Seconded by Director Poncelet.

Ayes: Director Poncelet, Director Rivera, Director Smith, Director Weis

Noes: None

5. REPORTS AND PRESENTATIONS

Executive Director Report

Ms. Vitas provided an update on the agency's proposed new members, the land mapping exercise and master leasing program, community meetings and connections, regional housing partner updates, and conversations with local builders and developers. The board discussed ways member agencies can help secure housing and offset housing costs.

6. ITEMS FOR BOARD DISCUSSION

- a. Discuss Forest Service Partnership for Workforce Housing Development
The board discussed a workforce housing development opportunity at a Forest Service-owned site in Truckee.
- b. Discuss Master Leasing Opportunity at Soaring Ranch Development
The board discussed a master leasing opportunity for units at Phase II of the Soaring Ranch Development.

7. ITEMS FOR BOARD ACTION

- a. Consider Ad-Hoc Committee for Housing Negotiations

Motion was made to appoint Directors Weis and Smith to support staff in housing negotiations on behalf of the board and agency.

Motion to approve made by Director Poncelet. Seconded by Director Smith.

Ayes: Director Poncelet, Director Rivera, Director Smith, Director Weis

Noes: None

8. DIRECTOR COMMENTS

No Director comments.

9. ADJOURN: 10:00am

Motion to approve made by Director Smith. Seconded by Director Poncelet.

4b. June 2021 Financials

Truckee Tahoe Workforce Housing Agency
Budget v. Actual: FY 2020_2021
 April 2020 - June 2021

	Total			
	Actual	Budget	Variance	FY 20-21 Budget*
Income				
6100 Contribution Revenue				
6104 Government	300,000.00	300,000.00	-	300,000.00
Total 6100 Contribution Revenue	\$ 300,000.00	\$ 300,000.00	-	\$ 300,000.00
Total Income	\$ 300,000.00	\$ 300,000.00	-	\$ 300,000.00
Gross Profit	\$ 300,000.00	\$ 300,000.00	-	\$ 300,000.00
Expenses				
8000 Salaries & Benefits				
8010 Wages and Benefits	111,105.54	128,250.00	17,144.46	128,250.00
Total 8000 Salaries & Benefits	\$ 111,105.54	\$ 128,250.00	15,724.60	\$ 128,250.00
8100 Professional & Outsourced Svcs				
8105 Staff Support	-	3,000.00	3,000.00	3,000.00
8110 Accounting & Audit	5,249.50	15,000.00	9,750.50	15,000.00
8115 Website Design	4,950.00	5,000.00	50.00	5,000.00
8130 Legal	22,917.03	25,000.00	2,082.97	25,000.00
8150 Other Professional Services	44,743.93	38,400.00	(6,343.93)	38,400.00
Total 8100 Professional & Outsourced Svcs	77,860.46	86,400.00	9,819.99	86,400.00
8200 Sales & Marketing_Community Outreach				
8210 Advertising & Promotion	3,716.00	10,250.00	6,534.00	10,250.00
8220 Community Engagement / Business Development	-	1,250.00	1,250.00	1,250.00
Total 8200 Sales & Marketing_Community Outreach	3,716.00	11,500.00	7,050.53	11,500.00
8400 Facility Costs				
8410 Rent Expense	476.30		(476.30)	-
8460 Telephone & Internet	-	200.00	200.00	200.00
Total 8400 Facility Costs	476.30	200.00	(289.63)	200.00
8500 Other G&A				
8510 Office Supplies	259.95	500.00	240.05	500.00
8540 Office Equipment (non cap)	52.10	2,000.00	1,947.90	2,000.00
8550 Software & Subscription Svcs	1,706.49	1,550.00	(156.49)	1,550.00
8560 Dues & Subscriptions	668.99	825.00	156.01	825.00
8600 Bank Service Charges	269.70	300.00	30.30	300.00
8620 Insurance Expense	6,415.17	10,000.00	3,584.83	10,000.00
Total 8500 Other G&A	\$ 9,372.40	\$ 15,175.00	\$ 5,802.60	\$ 15,175.00
Total Expenses	\$ 202,530.70	\$ 241,525.00	\$ 38,994.30	\$ 241,525.00
Net Operating Income	\$ 97,469.30	\$ 58,475.00	\$ 38,994.30	\$ 58,475.00
Net Income	\$ 97,469.30	\$ 58,475.00	\$ 38,994.30	\$ 58,475.00

Note

Budget developed for a 15 month period: April 2020_June 2021.

Truckee Tahoe Workforce Housing Agency
Balance Sheet
As of June 30, 2021

	Total	
	As of Jun 30, 2021	As of Jun 30, 2020 (PY)
ASSETS		
Current Assets		
Bank Accounts		
1001 US Bank Checking_6993	105,797.73	284,121.81
1072 Bill.com Money Out Clearing	-	-
Total Bank Accounts	105,797.73	284,121.81
Total Current Assets	105,797.73	284,121.81
Other Assets		
3300 Deposits	1,000.00	
Total Other Assets	1,000.00	-
TOTAL ASSETS	106,797.73	284,121.81
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
4000 Accounts Payable (A/P)	9,086.44	30,027.13
Total Accounts Payable	9,086.44	30,027.13
Credit Cards		
4100 US Bank_Visa_7233	241.99	12.00
Total Credit Cards	241.99	12.00
Other Current Liabilities		
4205 Other Current Liabilities	-	-
Total Other Current Liabilities	-	-
Total Current Liabilities	9,328.43	30,039.13
Total Liabilities	9,328.43	30,039.13
Equity		
Retained Earnings	254,082.68	
Net Income	(156,613.38)	254,082.68
Total Equity	97,469.30	254,082.68
TOTAL LIABILITIES AND EQUITY	106,797.73	284,121.81

Thursday, Jul 29, 2021 03:05:39 PM GMT-7 - Accrual Basis

4c. Resolutions Requesting Membership

Meeting Date: August 18, 2021
Prepared By: Emily Vitas, Executive Director
Regarding: Consent Item: Approval of Resolutions Requesting Membership:
Nevada & Placer Counties

BOARD REQUEST:

Approve the resolutions, received by Nevada County and Placer County, requesting membership in the Truckee Tahoe Workforce Housing Agency.

BACKGROUND:

In late 2020, Nevada County, Placer County, and the Town submitted a request to the TTWHA Board of Directors asking for consideration of admission to the TTWHA. TTWHA contracted with Municipal Resource Group (MRG) to perform a feasibility analysis and provide recommendations regarding adding new member agencies. The TTWHA Board received their report at the April 21, 2021 board meeting and chose to move the item to the following board meeting, for further discussion. On May 19, 2021, the TTWHA Board approved the request for Nevada County, Placer County, and the Town of Truckee to join.

On June 8, 2021, the Truckee Town Council took action to join the TTWHA. The board then approved their resolution at the June 16, 2021 meeting. On July 27, 2021, the Nevada County and Placer County Boards of Supervisors took action to join the TTWHA, by approving the Resolution to Request Membership.

SAMPLE MOTIONS

This is a consent item, motion is to accept consent items. Members of the board can also choose to pull the item for further discussion.

ATTACHMENTS:

Resolution: Nevada County
Resolution: Placer County



RESOLUTION No. 21-340

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION REQUESTING THAT THE COUNTY OF NEVADA BE APPROVED AS A MEMBER OF THE TRUCKEE TAHOE WORKFORCE HOUSING AGENCY, A JOINT POWERS AGENCY, BY THE AGENCY'S BOARD OF DIRECTORS

WHEREAS, the Truckee Tahoe Workforce Housing Agency ("TTWHA") is a Joint Powers Agency established on January 22, 2020, for the purpose of establishing an independent public agency, to support and promote the development of workforce housing for members within the jurisdiction of the TTWHA; and

WHEREAS, the TTWHA may plan, acquire, develop, finance, create, contract for, or own workforce housing for member employees and support housing programs that provide workforce housing to member employees; and

WHEREAS, the existing members of the TTWHA include the Tahoe Forest Hospital District, Tahoe Truckee Unified School District, Truckee Donner Public Utility District and Truckee Tahoe Airport District; and

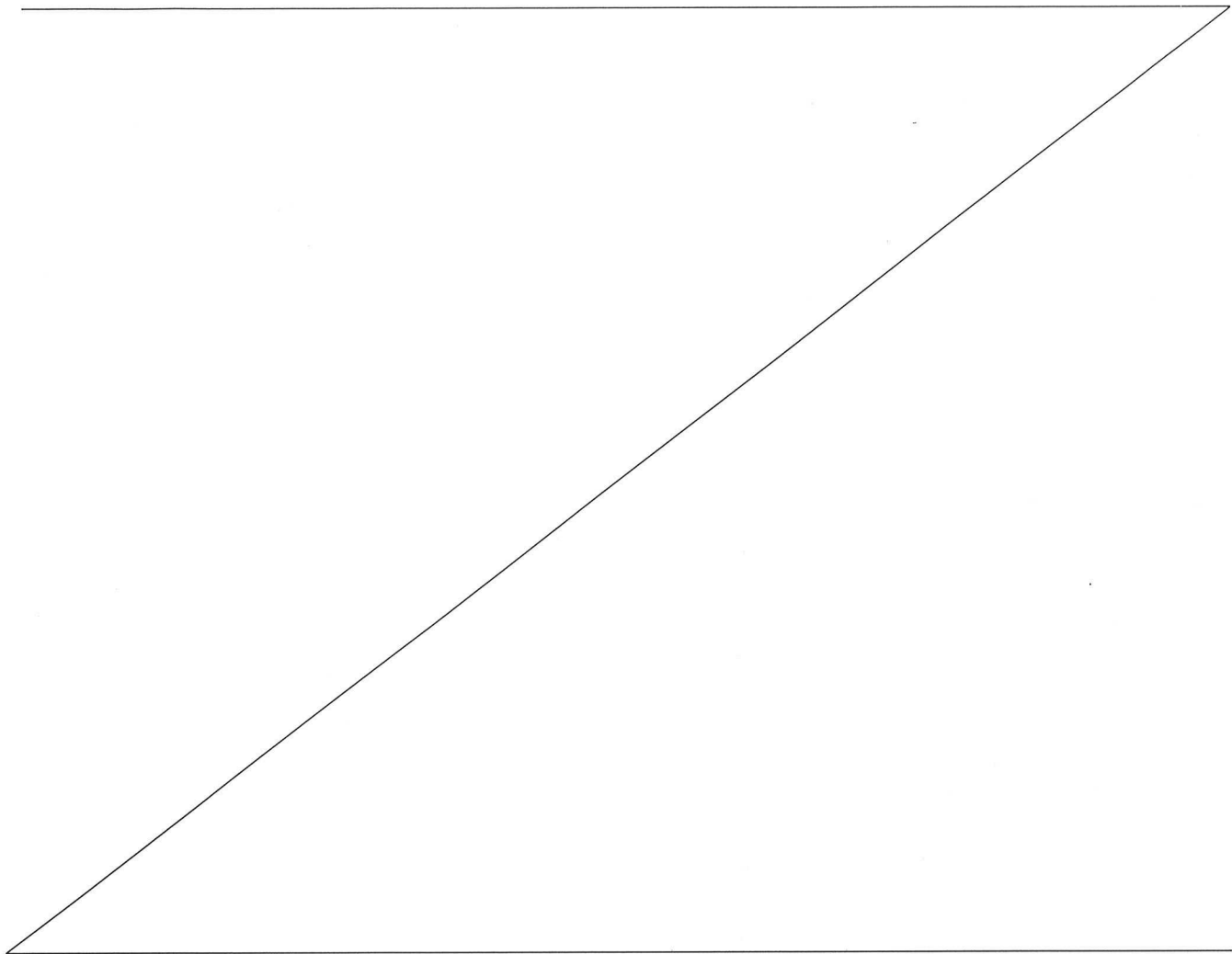
WHEREAS, Placer County and the Town of Truckee may also join the TTWHA; and

WHEREAS, the County of Nevada desires to become a member of the TTWHA and participate in its programs; and

WHEREAS, Section 5.1.B of the Joint Powers Exercise of Powers Agreement creating the TTWHA require that a public agency may be considered for membership in the TTWHA after presenting an adopted resolution to the TTWHA Board which includes a request to become a member of the TTWHA.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that;

1. The Board of Supervisors has considered the full record before it, which may include but is not limited to such things as the staff reports, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. In accordance with the requirement of Section 5.1.B of the Joint Exercise of Powers Agreement creating the TTWHA, the Board of Supervisors hereby requests the County of Nevada to become a member of TTWHA and that the Board of Directors of TTWHA approve this request, subject to the Board of Supervisors approving the Joint Powers Agreement at a future meeting.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of July, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

7/27/2021 cc: CEO*
AC*

Before the Board of Supervisors County of Placer, State of California

In the matter of:

A RESOLUTION OF THE PLACER COUNTY
BOARD OF SUPERVISORS REQUESTING THE
COUNTY BE APPROVED AS A MEMBER OF
THE TRUCKEE TAHOE WORKFORCE
HOUSING AGENCY BY THE AUTHORITY'S
BOARD OF DIRECTORS

Resolution No.: 2021-263

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on July 27, 2021, by the following vote:

Ayes: HOLMES, JONES, GUSTAFSON, WEYGANDT

Noes: NONE


Absent: GORE

THE FOREGOING INSTRUMENT IS A CORRECT
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
ATTEST

MEGAN WOOD
Clerk of the Board of Supervisors, County
of Placer, State of California

Deputy Clerk

Signed and approved by me after its passage


Chair, Board of Supervisors

Attest:


Clerk of said Board

WHEREAS, Placer County's General Plan Housing Element sets forth goals to encourage construction and maintenance of safe, decent, and sound affordable housing in the County; and

WHEREAS, Placer County's General Plan Housing Element sets forth goals to promote housing opportunities that meet the specific needs of residents and workers in the Tahoe Basin; and

WHEREAS, Placer County's General Plan Housing Element includes policies to facilitate expanded housing opportunities that are affordable to the workforce of Placer County; and

WHEREAS, Placer County's Tahoe Basin Area Plan includes policies to address the existing job-housing imbalance and provide additional housing at affordable price levels; and

WHEREAS, Placer County's Tahoe Basin Area Plan includes policies to provide additional opportunities for deed-restricted affordable and moderate income housing; and

WHEREAS, the Truckee Tahoe Workforce Housing Agency ("TTWHA") is a joint powers authority established on January 22, 2020, for the purpose of establishing an independent public agency, to support and promote the development of workforce housing for Members within the jurisdiction of the Agency: and

WHEREAS, the TTWHA may plan, acquire, develop, finance, create, contract for, or own workforce housing for Member employees and support housing programs that provide workforce housing to Member employees; and

WHEREAS, the existing members of TTWHA include the Tahoe Forest Hospital District, Tahoe Truckee Unified School District, Truckee Donner Public Utility District and Truckee Tahoe Airport District; and

WHEREAS, Nevada County and Town of Truckee may also join TTWHA; and

WHEREAS, the County of Placer desires to become a member of TTWHA and participate in its programs; and

WHEREAS, Section 5.1.B of the TTWHA Joint Powers Agreement and Bylaws require that a public agency may be considered for Membership in the Agency after the Effective Date by presenting an adopted resolution to the TTWHA Board which includes a request to become a Member of the Agency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Placer County hereby finds, determines, and resolves as follows:

1. The Board of Supervisors has considered the full record before it, which may include but is not limited to such things as the staff reports, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. In accordance with the requirement of Section 5.1.B of the TTWHA Joint Powers Agreement, the Board of Supervisors hereby requests the County of Placer to become a member of TTWHA and that the Board of Directors of TTWHA

approve this request, subject to any necessary subsequent action of the Board of Supervisors to approve and execute an amendment to the Joint Powers Agreement as a new member at a future meeting.

4d. Sublease for Office Space through the Truckee Tahoe Airport District

Meeting Date: August 18, 2021
Prepared By: Emily Vitas, Executive Director
Regarding: Consent Item: Approval of Sub-lease for Office Space through the
Truckee Tahoe Airport District

BOARD REQUEST:

Approve the sub-lease through the Truckee Tahoe Airport District, to lease office space at 12242 Business Park Drive, Suite 15 in Truckee, CA.

BACKGROUND:

At the June 16, 2021 board meeting, Director Smith announced that the Truckee Tahoe Airport District may have office space for the Workforce Housing Agency to consider. In November, 2020, the airport leased a portion of the building at 12242 Business Park Drive to provide office space for their accounting and human resources personnel. One office in the space remained open, and has been offered to the TTWHA. The office provides 160 square feet of space and leases at \$218.37 per month.

Through a search online, and conversations with local realtors and property managers, staff was not able to find space at rates comparable to the airport's offer. Additionally, the smallest space currently available is 540 square feet, more than is needed for current operations.

Terms

Lease Date: Upon approval of board and signature of appointed board member of staff

Lease address: 11242 Business Park Drive, Suite 15, Truckee

Leasable square feet: 159.75

Lease term: 12 months

Lease rate: \$1.37/sqft/month + CAM (.50/sqft/month) = \$218.37/month

MOTION:

I move to approve the items on the consent agenda.

(Members of the board can also choose to pull any items for discussion)

ATTACHMENTS:

Office space sublease agreement between Truckee Tahoe Airport District and Truckee Tahoe Workforce Housing Agency

Sublease Agreement

12242 Business Park Drive, Suite 15
Truckee, CA 96161

This Sublease Agreement (“Sublease”) is made as of the 28th day of July 2021, by and between Truckee Tahoe Airport District, a Sublandlord (the “Sublandlord”) and Truckee Tahoe Workforce Housing Agency, a Subtenant (the “Subtenant”).

RECITALS

This Sublease is made with regard to the following facts:

A. Sublandlord is the tenant under the Office Lease (the “Master Lease”), dated November 5, 2021, with Martis Peak, LLC, a Master Landlord (the “Master Landlord”) A copy of that Master Lease is attached to this Sublease and marked as Exhibit A. Under the Master Lease, Sublandlord leases approximately 1,933 rentable square feet of office space (the “Premises”) located in Suite 15 of the building (the “Building”) located at 12242 Business Park Drive, Truckee, California.

B. Subtenant desires to sublease from Sublandlord a portion of the Premises (the “Subleased Premises”), which Subleased Premises is more particularly described in Exhibit B attached to this Sublease. Sublandlord has agreed to sublease the Subleased Premises to Subtenant on the terms, covenants and conditions stated in this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Sublease, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Sublease. Sublandlord subleases to Subtenant and Subtenant subleases from Sublandlord the Subleased Premises, subject to the terms, covenants, and conditions contained in this Sublease. Sublandlord and Subtenant agree that the Subleased Premises contain 159.76 rentable square feet of space.

2. Term. Subject to the condition set forth in section 13.6, below, the terms and provisions of this Sublease shall be effective between Sublandlord and Subtenant as of the date of this Sublease. The term of this Sublease will commence on August 1, 2021, and will expire, unless sooner terminated as provided in the Master Lease, on July 31, 2022. In no event shall the expiration date of the Sublease exceed the Termination Date of the Master Lease.

3. Base Rent. Subtenant will pay base rent during the term of this Sublease in the initial amount of \$1.37 per rentable square foot of the Subleased Premises per month, payable monthly in advance on the first day of each month in equal monthly installments of \$218.37. The base rent will be increased, under the same terms and conditions by which the Base Rent is

increased under the Master Lease under the terms of Section 4.03 of the Master Lease. Furthermore, in the event that the term of this **Sublease** begins or ends on a date that is not the first day of a month, base rent will be prorated as of that date. Concurrent with Subtenant's execution of this **Sublease**, Subtenant will deliver to Sublandlord the first month's base rent in the amount of \$218.37 as a security deposit to be held by Sublandlord under the terms of Article 5 Section 5.01 of the Master Lease.

4. Additional Rent. Subtenant acknowledges that pursuant to the terms of the Master Lease, Sublandlord is obligated to pay as Additional Rent Tenant's Share of increases in Direct Expenses over the Base Year. Subtenant agrees that in addition to the base rent due under section 3 above, Subtenant shall pay to Sublandlord as additional rent an amount equal to eight percent (8%) ("Subtenant's Share") of Tenant's Share of increases in Direct Expenses (Exhibit C). Subtenant shall pay Subtenant's Share to Sublandlord at least five days prior to the date Sublandlord must pay Tenant's Share to Master Landlord pursuant to the terms of the Master Lease. Subtenant's Share is determined by dividing the 159.75 rentable square feet of the **Subleased** Premises by the 1,933 rentable square feet of the Premises.

5. Use. Subtenant agrees to use the **Subleased** Premises in accordance with the provisions of the Master Lease and this **Sublease**, and for no other purpose.

5.1. Compliance with Laws. Subtenant shall comply with all applicable laws, ordinances, rules, and regulations of governmental authorities applicable to the Premises or the use or occupancy thereof, including, without limitation, the law known as the Americans with Disabilities Act.

5.2 Hazardous Materials. Subtenant shall not cause or permit any Hazardous Materials, as defined below, to be brought upon, kept, used, discharged, deposited or leaked in or about the Premises or the Property by Subtenant or any of Subtenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors), except to the extent such Hazardous Materials are cleaning or office supplies customarily kept or used by typical office tenants and are kept and used in accordance with all applicable laws.

If Subtenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material on the Premises or the Property caused or suffered or permitted by Subtenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors) results in contamination of the Premises or the Property, or if contamination of the Premises or the Property by any Hazardous Material otherwise occurs for which Subtenant is legally liable, then Subtenant shall indemnify, defend and hold Master Landlord harmless from any and all claims, damages, costs, liabilities and expenses (including, without limitation, diminution in value or use of the Property, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification shall include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work on or under the Premises. "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or

by common law decisions, including without limitation (i) all chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos and (iv) polychlorinated biphenyls.

6. Master Lease. As applied to this **Sublease**, the words “Landlord” and “Tenant” in the Master Lease will be deemed to refer to Sublandlord and Subtenant, respectively, under this **Sublease**.

Except as otherwise expressly provided in section 8 of this **Sublease**, the covenants, agreements, provisions, and conditions of the Master Lease—to the extent that they relate to the **Subleased** Premises and to the extent that they are not inconsistent with the terms of this **Sublease**—are made a part of and incorporated into this **Sublease** as if recited in full in this **Sublease**.

The rights and obligations of the Master Landlord and the Tenant under the Master Lease will be deemed the rights and obligations of Sublandlord and Subtenant, respectively, under this **Sublease**, and will inure to the benefit of, and be binding on, Sublandlord and Subtenant, respectively. As between the parties to this **Sublease** only, in the event of a conflict between the terms of the Master Lease and the terms of this **Sublease**, the terms of this **Sublease** will control.

7. Performance by Sublandlord; Status of Master Lease

7.1. Sublandlord’s Performance Conditioned on Master Landlord’s Performance. Subtenant recognizes that Sublandlord is not in a position to render any of the services or to perform any of the obligations required of Master Landlord by the terms of the Master Lease. Therefore, despite anything to the contrary in this **Sublease**, Subtenant agrees that performance by Sublandlord of its obligations under this **Sublease** is conditioned on performance by the Master Landlord of its corresponding obligations under the Master Lease, and Sublandlord will not be liable to Subtenant for any default of the Master Landlord under the Master Lease.

Subtenant will not have any claim against Sublandlord based on the Master Landlord’s failure or refusal to comply with any of the provisions of the Master Lease unless that failure or refusal is a result of Sublandlord’s act or failure to act. Despite the Master Landlord’s failure or refusal to comply with any of those provisions of the Master Lease, this **Sublease** will remain in full force and effect and Subtenant will pay the base rent and additional rent and all other charges provided for in this **Sublease** without any abatement, deduction or setoff. Except as expressly provided in this **Sublease**, Subtenant agrees to be subject to, and bound by, all of the covenants, agreements, terms, provisions, and conditions of the Master Lease, as though Subtenant was the Tenant under the Master Lease.

7.2. Obtaining Master Landlord’s Consent. Whenever the consent of the Master Landlord is required under the Master Lease, and whenever the Master Landlord fails to perform its obligations under the Master Lease, Sublandlord agrees to use its reasonable, good faith efforts to obtain, at Subtenant’s sole cost and expense, that consent or performance on behalf of Subtenant.

7.3. No Existing Defaults. Sublandlord represents and warrants to Subtenant that the Master Lease is in full force and effect, and Sublandlord has neither given nor received a notice of default under the Master Lease.

7.4. Preservation of Master Lease. Sublandlord agrees not to terminate the Master Lease voluntarily, or modify the Master Lease in a manner that adversely affects Subtenant's rights under this **Sublease**. Subtenant and Sublandlord will each refrain from any act or omission that would result in the failure or breach of any of the covenants, provisions, or conditions of the Master Lease on the part of the Tenant under the Master Lease.

8. Variations from Master Lease. As between Sublandlord and Subtenant, the terms and conditions of the Master Lease are modified as stated below in this section 8:

8.1. Base Rent; Term; Security Deposit. Despite anything to the contrary stated in sections of the Master Lease, the term of this **Sublease**, base rent and additional rent payable under this **Sublease**, and the amount of the security deposit required of the Subtenant are as stated in sections 2, 3 and 4 above.

8.2. Brokers. The parties to this **Sublease** represent and warrant to each other that neither party dealt with any broker or finder in connection with the consummation of this **Sublease** and each party agrees to protect, defend, indemnify, and hold the other party harmless from and against any and all claims or liabilities for brokerage commissions or finder's fees arising out of that party's acts in connection with this **Sublease**. The provisions of this section 8.2 shall survive the expiration or earlier termination of this **Sublease**.

8.3. Insurance and Condemnation Proceeds. Despite anything contained in the Master Lease to the contrary, as between Sublandlord and Subtenant only, in the event of damage to or condemnation of the **Subleased** Premises, all insurance proceeds or condemnation awards received by Sublandlord under the Master Lease will be deemed to be the property of Sublandlord, and Sublandlord will have no obligation to rebuild or restore the **Subleased** Premises.

8.4. Notices. Any notice that may or must be given by either party under this **Sublease** will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to Sublandlord or Subtenant shall be sent to the respective address set forth on the signature page below, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this section 8.4. A notice sent pursuant to the terms of this section 8.4 shall be deemed delivered (A) when delivery is attempted, if delivered personally, (B) three (3) business days after deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.

8.5. Amounts Payable. All amounts payable under this **Sublease** by Subtenant are payable directly to Sublandlord.

8.6. Provisions of Master Lease Not Applicable. The provisions of sections __ [specify sections]__ of the Master Lease will not apply to this **Sublease**.

8.7. "As-Is." Sublandlord will deliver the **Subleased** Premises to Subtenant in their current "as is" condition. Sublandlord and Subtenant agree that the **Subleased** Premises contain the furniture and equipment listed on Exhibit C to this **Sublease** (the "Furniture and Equipment"). Subtenant will not remove any of the Furniture and Equipment on the expiration of the term of this **Sublease**.

9. Indemnity. Subtenant agrees to protect, defend, indemnify, and hold Sublandlord harmless from and against any and all liabilities, claims, expenses, losses and damages (including reasonable attorney fees and costs), that may at any time be asserted against Sublandlord by (a) the Master Landlord for failure of Subtenant to perform any of the covenants, agreements, terms, provisions, or conditions contained in the Master Lease that Subtenant is obligated to perform under the provisions of this **Sublease**; or (b) any person as a result of Subtenant's use or occupancy of the **Subleased** Premises, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Sublandlord. The provisions of this section 9 will survive the expiration or earlier termination of the Master Lease or this **Sublease**.

10. Cancellation of Master Lease. In the event the Master Lease is canceled or terminated for any reason, or involuntarily surrendered by operation of law before the expiration date of this **Sublease**, Subtenant agrees, at the sole option of the Master Landlord, to attorn to the Master Landlord for the balance of the term of this **Sublease** and on the then executory terms of this **Sublease**.

That attornment will be evidenced by an agreement in form and substance reasonably satisfactory to the Master Landlord. Subtenant agrees to execute and deliver such an agreement at any time within ten (10) business days after request by the Master Landlord. Subtenant waives the provisions of any law now or later in effect that may provide Subtenant any right to terminate this **Sublease** or to surrender possession of the **Subleased** Premises in the event any proceeding is brought by the Master Landlord to terminate the Master Lease.

11. Certificates. Each party to this **Sublease** will, from time to time as requested by the other party, on not less than ten (10) days prior written notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this **Sublease** is unmodified and in full force and effect (or if there have been modifications that this **Sublease** is in full force and effect as modified and stating the modifications). That statement will certify the dates to which base rent, additional rent, and any other charges have been paid. That statement will also state whether, to the knowledge of the person signing the certificate, the other party is in default beyond any applicable grace period provided in this **Sublease** in the performance of any of its obligations under this **Sublease**. If the other party is in default beyond any applicable grace period, the statement will specify each default of which the signer then has knowledge. It is intended that this statement may be relied on by others with whom the party requesting that certificate may be dealing.

12. Assignment or **Subleasing**. Subject to the rights of the Master Landlord and the restrictions contained in the Master Lease in connection with a Transfer, Subtenant is not entitled to assign this **Sublease** or to sublet all or any portion of the **Subleased** Premises without the prior written consent of Sublandlord. That consent may be withheld by Sublandlord in its sole discretion.

13. General Provisions

13.1. Severability. If any provision of this **Sublease** or the application of any provision of this **Sublease** to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this **Sublease** or the application of that provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each provision of this **Sublease** will be valid and be enforced to the fullest extent permitted by law.

13.2. Entire Agreement; Waiver. This **Sublease** constitutes the final, complete and exclusive statement between the parties to this **Sublease** pertaining to the **Subleased** Premises, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. No party has been induced to enter into this **Sublease** by, nor is any party relying on, any representation or warranty outside those expressly set forth in this **Sublease**. Any agreement made after the date of this **Sublease** is ineffective to modify, waive, release, terminate, or effect an abandonment of this **Sublease**, in whole or in part, unless that agreement is in writing, is signed by the parties to this **Sublease**, and specifically states that that agreement modifies this **Sublease**.

13.3. Captions. Captions to the sections in this **Sublease** are included for convenience only and do not modify any of the terms of this **Sublease**.

13.4. Further Assurances. Each party to this **Sublease** will at its own cost and expense execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this **Sublease**.

13.5. Governing Law. This **Sublease** will be governed by and in all respects construed in accordance with the laws of the State of California.

13.6. Consent of Landlord. The Master Landlord's written consent to this **Sublease** in accordance with the terms of Article 12 Section 12.01 of the Master Lease is a condition subsequent to the validity of this **Sublease**. If the Master Landlord's consent has not been obtained and a copy of that consent delivered to Subtenant by the thirtieth (30th) day following the date of this **Sublease**, Subtenant shall thereafter have the ongoing right, subject to the terms of this Section 13.6, to terminate this **Sublease** pursuant to a notice (the "Termination Notice") so stating delivered to Sublandlord. If Sublandlord fails to deliver to Subtenant the consent of Master Landlord to this **Sublease** within ten (10) days following receipt of the

Termination Notice (the "Termination Date"), this **Sublease** shall automatically terminate and the parties shall be released from any further obligations under this **Sublease**. If, however, Sublandlord delivers to Subtenant the consent of Master Landlord on or before the Termination Date, the condition subsequent set forth in this Section 13.6 shall be satisfied and this **Sublease** shall continue in full force and effect.

13.7. Capitalized Terms. All terms spelled with initial capital letters in this **Sublease** that are not expressly defined in this **Sublease** will have the respective meanings given such terms in the Master Lease.

13.8. Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

The parties have executed this **Sublease** as of the date specified above.

For the Subtenant:

Emily Vitas, Executive Director
Truckee Tahoe Workforce Housing Agency
Date:

For the Sublandlord:

Kevin Smith, General Manager
Truckee Tahoe Airport District
Date:

5a. 2020-21 Fiscal Year Budget Review

Meeting Date: August 18, 2021
Prepared By: Emily Vitas, Executive Director
Regarding: Report: 2020-21 Fiscal Year Budget Review

BOARD REQUEST:

Provide feedback on the final budget to actual financials for the 2020-21 Fiscal Year, and direction on financial format moving forward.

BACKGROUND:

Final 2020-21 Budget

We closed the year with \$97,469.30 in remaining funds. Per board request, the funds will be placed in a housing reserve fund, to be utilized at board discretion.

Staff will review areas of greatest variance with the board, and will share how these variances were addressed in the current Fiscal Year 2021-22 Budget.

Staff will request that the board provide feedback on the financials they receive monthly, and input on any changes they'd like to see (additional financial reports, revised formatting, etc.).

MOTION:

This item is for discussion only.

ATTACHMENTS:

2020-21 Budget: Final budget to actual breakdown

Truckee Tahoe Workforce Housing Agency

2020-21 Budget

04/01/20 - 06/30/2021

REVENUE	BUDGET	ACTUAL
PARTNER FUNDING		
Tahoe Forest Hospital District	\$153,000.00	\$153,000.00
Tahoe Truckee Unified School District	\$85,000.00	\$85,000.00
Truckee Donner Public Utility District	\$32,000.00	\$32,000.00
Truckee Tahoe Airport District	\$30,000.00	\$30,000.00
Total Partner Funding	\$300,000.00	\$300,000.00
HOUSING PROGRAMS		
Leasing Activities	\$0.00	\$0.00
Total Housing Programs	\$0.00	\$0.00
TOTAL REVENUE	\$300,000.00	\$300,000.00
EXPENSE		
PAYROLL AND EMPLOYEE BENEFITS		
Salaries and Wages	\$84,375.00	\$87,063.87
Employee Benefits	\$43,875.00	\$27,670.63
Training & Education	\$0.00	\$0.00
Total Payroll and Employee Benefits	\$128,250.00	\$114,734.50
OPERATING, GENERAL, AND ADMINISTRATIVE		
2019-20 Pre-opening Partner Reimbursements	\$0.00	\$0.00
Insurance	\$10,000.00	\$6,415.17
Dues & Subscriptions	\$850.00	\$668.99
Office Equipment	\$2,000.00	\$52.10
Office Space	\$0.00	\$0.00
Office Phone	\$200.00	\$0.00
Office Supplies	\$500.00	\$259.95
Computer Software	\$1,550.00	\$1,706.49
Bank Service Charges	\$300.00	\$269.70
Rent Expense	\$0.00	\$476.30
Total Operating, General, and Administrative	\$15,400.00	\$9,848.70
PROFESSIONAL SERVICES		
Accounting & Audit	\$15,000.00	\$5,249.50
Legal	\$25,000.00	\$22,917.03
Website Design	\$5,000.00	\$4,950.00
Agency Partner Staff Support	\$3,000.00	\$0.00
Total Professional Services	\$48,000.00	\$33,116.53
HOUSING PROGRAMS		
Housing Needs Assessment	\$28,400.00	\$27,775.00
Housing Match Program	\$0.00	\$8,343.00
Leasing Activities	\$0.00	\$0.00
Member Agency Expansion Report	\$0.00	\$8,625.93
Total Housing Programs	\$28,400.00	\$44,743.93
MARKETING + ADVERTISING / COMMUNITY OUTREACH		
Marketing and Advertising	\$10,250.00	\$3,716.00
Community Engagement / Business Development	\$1,250.00	\$0.00
Sponsorships	\$0.00	\$0.00
Total Marketing+Advertising / Community Outreach	\$11,500.00	\$3,716.00
TOTAL REVENUE	\$300,000.00	\$300,000.00
TOTAL EXPENSE	\$231,550.00	\$206,159.66
TOTAL REMAINING FUNDS	\$68,450.00	\$93,840.34

Assumptions		
Employee benefits through TFHD are estimated at 52% of gross salary		
Accounting expenses to begin July 1, 2020 - estimate is based on ~\$1,000/month estimate from local accounting agencies		
TTWHA will not require a CPA for audit purposes until FY 2021-22		
Legal fees are based on \$14,000 in work as of 4/30, and estimate of \$500/month thereafter		
IT Support will be provided through Tahoe Forest		
Office space and phone provided by Tahoe Forest		
Computer Software		
Gsuite Email Operating System	\$350.00	\$288.00
Quickbooks	\$550.00	\$715.00
Adobe Acrobat	\$650.00	\$53.00
MISC Accounting Software (HubDoc/Bill.com)	\$0.00	\$415.80
Website Hosting	\$0.00	\$222.70
MISC	\$0.00	\$12.00
Dues & Subscriptions		
Business Associations	\$275.00	\$175.00
CATT	\$550.00	\$0.00
Marketing + Advertising / Community Outreach		
Advertising	\$5,000.00	\$617.50
Marketing Materials (one-pagers, postcards, etc)	\$2,500.00	\$0.00
Logo	\$2,500.00	\$2,500.00
Business Cards	\$250.00	\$0.00
Web Domain	\$0.00	\$598.50

5b. Executive Director Report

Meeting Date: August 18, 2021
Prepared By: Emily Vitas, Executive Director
Agenda Item: Executive Director Report

AGENCY OPERATIONS

Agency Audit

We've begun our audit process through James Marta & Associates. We are working with Supporting Strategies to gather and develop all needed materials. Once materials are submitted in late August, the audit team will provide an update on timeline to complete.

New Member Agency Update

Placer County and Nevada County Boards of Supervisors voted unanimously to approve the resolution to request membership at their July 27th meetings.

In late August and early September, the three requesting agencies will consider the second resolution to approve the founding agreement.

TTWHA HOUSING PROGRAMS & PROJECT UPDATES

Forest Service Land

We have conducted site walks with Daniel Fraiman (Dan Fraiman Construction) and Rick Holliday (Factory OS & Truckee Railyard). There is agreement in the opportunity this site provides.

Staff is currently gathering information on the site, including past traffic, soil, and archeological studies and will be requesting proposals for a land survey to present to the board for discussion and potential next steps.

Soaring Ranch Master Leasing Opportunity

The ad-hoc committee and staff prepared a Letter of Intent including proposed terms for the leasing of 35 units at the Soaring Ranch Phase II project. JMA Ventures, LLC is currently conducting due diligence and will respond to our Letter of Intent once their team has had a chance to thoroughly review and research.

Down Payment Assistance Program Development

According to the July 2020 Employee Housing Needs Survey Report, down payment assistance was among the top three programs requested by employees (along with rent/mortgage assistance and home repair and renovation assistance). The board determined a down payment assistance program could have the greatest impact among employees facing housing instability.

Staff is currently preparing a proposed down payment assistance program, in coordination with Sierra Business Council (the current administrator of the region's main down payment assistance program – funded through Martis Fund). Because there is already a well-developed and administered program in the region, there is opportunity to execute a program in an expedited manner.

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

Presentations:

Nevada County Board of Supervisors – New Member Consideration

Good Morning Truckee – Housing Update

Meetings:

Emily Setzer, Placer County – Monthly Check-in

Heidi Allstead, Martis Fund – Monthly Check-in

Kristin York, Sierra Business Council – Down Payment Assistance

Lauren Kilbourne, Tahoe Truckee Homes – Master Leasing

Rick Holliday, Factory OS – Site Walk

Seana Doherty, Town of Truckee – Monthly Check-in + Development Opportunity Meetings

Todd Rivera, TTUSD – Housing Update

Events/Gatherings:

Mountain Housing Council Quarterly Meeting

Mountain Housing Council Lunch and Learn: Property Radar + Off-market Properties

Virtual Forum: Placer County Short-term Rental Moratorium

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.

Mountain Housing Council

- The Housing Council is preparing to host two virtual meetings, where the Regional Housing Implementation Plan consultants will share the data gathered from the 2021 update of the 2016 Truckee North Tahoe Regional Workforce Housing Needs Assessment and community workforce housing survey as well as lay out an innovative plan to create more housing in the region.
 - o The first meeting on Aug. 25th will feature presentations on the data, an update on current Mountain Housing Council projects, an announcement of a new Achievable Housing for All process designed to streamline and accelerate housing solutions, and an opportunity for direct community feedback.
 - o The second meeting on Sept. 30th will present the regional housing implementation plan and lay out an innovative plan for the Mountain Housing Council.

Placer County

- Moratorium on Short-term Rentals (STRs): 45-day moratorium to determine the impact short-term rentals have on Eastern Placer County and how they may be contributing to the existing housing crisis. On August 11, Supervisor Gustafson hosted a virtual forum to discuss the moratorium and request feedback and input from community.
- Consideration of a Long-term Rental Grant Program: The Board asked staff to prepare a proposal for a program similar in nature to the Town of Truckee existing program, to incentivize homeowners to lease their homes to the local workforce.

- Dollar Creek Crossing Development Project: Staff is working with consultants on environmental review, site planning scenarios, and financial feasibility and demand analysis for the site. Community outreach will be conducted once the the site planning concepts have been developed.

Town of Truckee

- On August 2, Council approved revisions to the existing Long-term Rental Grant Program. Revisions include:
 - o Increase the budget for a total 5-year budget of \$1,043,000
 - o Calculate grant amount based on number of regional employees per home, with a grant cap of \$10,000 per home
 - o Expand incentive offerings to include shorter leases
 - o Offer second-year grants to original program participants (20 homeowners)
 - o Change the name to Workforce Rental Grant Program to accommodate changes in lease types and lengths

DEVELOPER CONNECTIONS AND HOUSING PROJECT UPDATES

Silver Creek Development, Truckee

The Silver Creek project includes 40 units of Studio, 1-, 2-bedroom workforce housing units along Brockway Road in Truckee, adjacent to the Winter Creek development (see attached site plan). The units will be available for lease, and managed by the developer’s team. The team is hopeful to have entitlement by January, 2022, with construction starting in Spring/Summer, 2022.

TTWHA staff has met with Steve Frisch of SBC and Reza Shera, the project developer, twice to discuss the opportunity to secure a block of units. There is an opportunity to pursue either a traditional master leasing agreement or an up-front per-unit cost to allow agency employees access to units for a pre-determined amount of time.

We have been informed that there is a current funding ‘gap’ of ~\$3.25M. Staff has requested that the development team bring an ask to the board, tied to TTWHA securing a block of units. We are hopeful that request will be ready by the September, 2021 board meeting.

ATTACHMENTS

2021-25 TTWHA Housing Work Plan

TTWHA Housing Work Plan 2021-25

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

Activity	Goal	Timeframe	Status Towards Targets (5/21/21)	Lead/Support	% of Staff Time	2021-22 Budget
Focus Area 1: Lease/Develop Workforce Housing - 40%						
Development of Workforce Housing	Develop housing on member agency-owned land	January Start First project under const. Dec 2025		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		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	-
Focus Area 2: Expand Housing Programs and Services - 40%						
Employee Concierge for Housing	Support employees in their search for housing	Ongoing Hire PT support staff late 2021	80 employees served	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	10 Placements	ED / Landing Locals	5	\$75,000.00
Pathway to Ownership	Increase # of employees buying homes in the region through education and funding	April Start		ED / Realtors/Lenders	10	-
Education + Outreach			1 Placement			\$5,000.00
Down Payment Assistance						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
Focus Area 3: Develop Non-housing Related Programs to Ease Burden of Employee Housing Costs - 20%						
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
						\$155,000.00

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

2021 Timeline	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Development of Workforce Housing*	RFP: Land Mapping GIS / Analysis of Agency-owned Parcels	Land Mapping	Land Mapping	Land Mapping	RFP: Parcel Analysis	Parcel Analysis	Parcel Analysis	Parcel Analysis	Parcel Analysis	• Parcel Analysis • Community Engagement	Community Engagement	Site Identification	Site Identification
Master Leasing Program*			• Determine funding structure	• Determine funding structure • Develop rates/processes	• Determine funding structure • Develop rates/processes • Determine maintenance/service structure	• Develop rates/processes • Determine maintenance/service structure • Engage prop managers/developers	• Develop rates/processes • Determine maintenance/service structure • Engage prop managers/developers	• Develop rates/processes • Determine maintenance/service structure • Engage prop managers/developers	• Engage prop managers/developers	Program Execution			
Short-term Housing								• Member Agency Needs Assess / Funding Structure • Property Manager/ Developer Outreach	• Member Agency Needs Assess / Funding Structure • Property Manager/ Developer Outreach	Secure Properties	Secure leases	Short-term Leases Commencement	
Employee Concierge for Housing	Ongoing Offering: Website, Phone, Email Support		Development of Educational Materials		Website Upgrades					Increased capacity for program execution (New part-time hire or increase in ED hours)			
Housing Match	Existing Program (Services to Continue Through 2021)												
Pathway to Ownership				Realtor/Lender Partnerships	• Realtor/Lender Partnerships • Regional Programs: Website	• Realtor/Lender Partnerships • Financial Counseling • Financing Opportunities: Website	• Financial Counseling	• Financial Counseling	• Financial Counseling	• Financial Counseling • First Time Homebuyer Workshop	• Financial Counseling • Down Payment Assistance Program Dev	• Financial Counseling • Down Payment Assistance Program Dev	• Financial Counseling • Down Payment Assistance Program Dev
Existing Homeowner Support					• Lender Partnerships • Research		• Upgrade/Maint. Opportunities: Website • Rebate Programs: Website			Low-interest Home Refinance Opportunities			
Transit-related Incentives and Education*								• Member Agency Mtng • Research	• JPA transit partnership and offerings exploration • Regional Transit offerings: website				
Child-care Partnerships and Offerings*										• Member Agency Mtng • Research	• JPA partnership exploration • Regional child care offerings: website		
Reduce Insurance Barriers / Expenses*			• Member Agency Mtng • Research	• Member Agency Mtng • Research						Offerings available (Dependent on results of research/efforts)			

*Member-agency led - with staff support

6a. Long-term Rental Pilot Program

Meeting Date: August 18, 2021
Prepared By: Emily Vitas, Executive Director
Regarding: Consideration and Possible Approval of a Long-term Rental Pilot Program

BOARD REQUEST:

Provide feedback on the draft Long-term Rental Pilot Program.

BACKGROUND:

Between July 1, 2020 and August 1, 2021, through a partnership with Landing Locals, we were able to unlock 16 long-term rentals for 17 member agency employees. With the decrease in housing stock, increase in market rates, and development of regional rental programs similar in nature, the board agreed to fund an incentive program that would continue to secure existing units while also providing a more unique and desirable offering to homeowners.

This revised program could help solve three of the challenges that were recognized during the lifetime of the original program (July 2020 – August 2021):

- The need to have a direct connection to homeowners and tenants
- The need to include incentives to secure access to the home
- The need to evolve the program so it is complementary to those of our regional partners

The proposed program moves away from the per-employee or per-home dollar incentive and instead focuses on relationships, property management, and the partnership of long-term, trusted public agencies.

While the program began as a more traditional master leasing program, through conversations with regional partners and homeowners, we found that long-term master leasing of individual homes directly through homeowners is much more challenging than master leasing agreements through parties that own large blocks of units. The homeowners we're targeting want a certain level of participation and control over their homes, they aren't as interested in multi-year leases, and the uncertainty of the pandemic and housing market has homeowners interested in trying programs without an extended level of commitment. Because of this, staff is proposing a separation of the activities (individual homes vs. blocks of units), and for this program, a commitment as both a guarantor on the lease and funder of property management services. For those units that can be secured as a block through a single owner, we will look to a master leasing arrangement through a separate pathway.

MOTION:

I move to approve the Long-term Rental Program as presented.

I move to approve the Long-term Rental Program with the following changes:

I move to take no action.

ATTACHMENTS:

Long-term Rental Pilot Program

TTWHA Long-term Rental Pilot Program

1.0 Program Overview

The Truckee Tahoe Workforce Housing Agency's Long-term Rental Pilot Program will secure housing units throughout the region for employee use. Through a multi-provider partnership, the program will provide housing for employees and a trusted agency partner for homeowners.

TTWHA will act as the advertising, communications, and support arm of the program, securing units for lease, connecting employees to available homes, and advertising the program directly and through member agencies. TTWHA will support communications between the homeowner and tenant and will cultivate long-term relationships with owners.

As the trusted regional housing platform and sole provider of the marketplace needed to implement this program, Landing Locals will advertise listings specific to employees of our member agencies through their platform and will vet applicants for placement. Their property management partner will manage the maintenance and service of the homes and will collect and pay rent.

How is this program different from other regional programs?

- Includes all areas within the TTUSD service boundary
- Serves a component of our workforce whose services are crucial to a well-run community
- No AMI caps for applicants
- Incentives offered to homeowners, including tenant placement and free property management
- Lease is guaranteed by trusted local entities

2.0 Pilot Program Timeline

The pilot program will run from September 1, 2021 – August 31, 2022, at which point a report will be provided to the TTWHA board on the accomplishments of the program, and the board can consider next steps for the program. The TTWHA board will be provided monthly updates by the Executive Director.

3.0 Program Roles

TTWHA

- Promote the program and act as a point of contact for employees and program partners
- Educate homeowners and refer them on to Landing Locals to list their homes
- Process payments for program partners (Landing & Property Management)
- Secure management fees from member agencies for units occupied by their employees*
- Refine strategy and evolve processes as program progresses
- Maintain internal tracking of unit listings, homeowner contacts, and tenant information
- Act as a guarantor, stating that the rent will be covered for the life of the lease, whether the original tenant remains or not

** see program budget – the remaining program fees could be used to cover property management and vacancy fees during the pilot period of the program*

Landing Locals + Property Management

- Landing Locals: Administer the program
 - Develop and manage work flows for homeowners and tenants
 - Develop and manage the marketplace for home listings and employee application
 - Manage applications and work closely with property manager for review and placement
 - Vet applicants, including background and credit checks
 - Manage home showings with interested applicants
 - Work with TTWHA to review tenant applications and place tenants
- Property Manager: Manage the properties
 - Manage rent collection from tenants and payment to owners
 - Act as service and maintenance administrator for each home
 - Manage bookkeeping and annual tax-related activities

TTWHA Member Agencies

- Advertise the program to employees
- Contribute an agreed-upon management fee for each home occupied by their employees*

4.0 Program Process

Tenant

1. View available units and apply for housing through the housing marketplace
2. Landing will collect inquiries and applications for each home
3. Landing will provide all qualified applications to property management company
4. Property management company will review applications with TTWHA and homeowner
5. Once a tenant is selected, Landing Locals will conduct a comprehensive tenant screening:
 - Past Landlord References
 - Employer(s) Verification and Reference Check
 - Personal Reference(s) Check
 - Income verification
 - Background and credit check (\$30 fee covered by TTWHA)
6. Once approved, tenant will sign a lease with TTWHA as a guarantor

Homeowner

1. Program materials that outline the program and terms will be provided
2. Homeowner will submit unit information and photos through Landing Locals
3. Landing Locals will engage in a call or in-person visit with homeowner to ensure eligibility and share program information
4. Homeowner will participate in the tenant placement process with TTWHA and property manager
5. Homeowner will sign an agreement agreeing to the program outlines included herein, a property management agreement, and a lease with the tenant
6. If there are no interested member agency employees, TTWHA will refer homeowner to other regional incentive programs and release the listing

5.0 Program Restrictions

This program will cover TTWHA's service area, known as the Tahoe Truckee Unified School District boundary. To allow access for all member agency employees, this program will not include an employee income cap.

An attempt will be made with each home to set the lease rate below the following:

Studio	\$1,500
1-bedroom	\$1,800
2-bedroom	\$2,500
3-bedroom	\$3,000
4-bedroom	\$4,000

These rates are based on a calculation that includes 2020 TTWHA employee housing needs survey responses, current market rental rates, and an adjustment to account for the incentive and property management services provided for each home.

6.0 Advertising

TTWHA will advertise the program through the following avenues:

- Mailer to registered homeowners throughout TTUSD service area
- Advertisements in local publications
- Advertisements through local homeowner associations
- Relationships with regional real estate agencies

7.0 Program Incentives

Incentives

For homeowners:

- Free tenant placement
- Free property management
- Lease guaranteed by trusted local agencies
- Vacancies are covered for the lifetime of the lease (employees will be required to pay a fee for breaking a lease, TTWHA will cover additional vacancy payments beyond the fee, if needed)

For tenants:

- Below market-rate housing
- Increase in housing access
- Professional property manager to support home maintenance and service needs

8.0 Program Expenses and Budget

Program Partner Rates (to be paid by member agencies)

Program Administration	\$3,000
Property Management	8%

TTWHA Program Budget

Program Administration Fee:	\$36,000
Management Fee (paid by member agencies):	\$TBD
Advertising:	\$5,000
Total TTWHA Program Budget:	<u>\$41,000*</u>

**remainder of program fees could be used to cover property management and vacancy fees during the pilot period of the program*

***See attachment A for sample property management fees tied to historical leases secure through the TTWHA Housing Match Program*

ATTACHMENT A - Sample Property Management Expenses – Annual

House / Location	Agency	Bedrooms	Monthly Rent	Property Management
Glenshire, Truckee	TTUSD	3	\$3,000	\$2,880
Northwoods, Truckee	TFHD	3	\$2,600	\$2,496
Dollar Point II, Tahoe City	TFHD	1	Unknown	-
Donner Pines West	TFHD	2	\$1,800	\$1,728
Pioneer Way, Tahoe City	TFHD	3	\$2,400	\$2,304
Martis Valley Rd, Truckee	TFHD	2	\$2,905	\$2,789
Armstrong Tract, Truckee	TFHD	2	\$2,400	\$2,304
Boulders, Truckee	TFHD	3	\$2,700	\$2,592
Martiswoods Estates, Truckee	TFHD	2	\$3,000	\$2,880
Glacier Way, Truckee	TFHD	4	\$3,000	\$2,880
Prosser Dam Rd, Truckee	TTUSD	3	\$4,300	\$4,128
Conifer, Truckee	TFHD	2	\$3,100	\$2,976
Heidi Way, Truckee	TFHD	3	\$3,000	\$2,880
Bernese, Truckee	TTUSD	3	\$2,800	\$2,688
Northwoods Condo, Truckee	TFHD	2	\$2,800	\$2,688
Hansel, Truckee	TTUSD	3	\$2,900	\$2,784
PROPERTY MANAGEMENT FEES: TFHD				\$28,517
PROPERTY MANAGEMENT FEES: TFHD				\$12,480
TOTAL PROPERTY MANAGEMENT FEES				\$40,997

Data: 2020-21 Housing Match Program