



WHA Regular Board Meeting

Wednesday, February 26, 2025 | 4:30 p.m. — 6:00 p.m.

Whitefish City Hall Council Conference Room

[Meeting available virtually at this link via web browser or Microsoft Teams.](#)

1. **Call to Order**
2. **Roll Call**
3. **Public Comment**
4. **Consent Agenda**
 - a. Approval of the Board Meeting Agenda
 - b. Approval of January 22, 2025 Meeting Minutes (attached)
5. **Director's Report**
 - a. Review Bank Balances
6. **New Business**
 - a. Assignments for Board
 - i. Agenda + Minutes
 - ii. Board Ethics Training + Conflict of Interest Agreement
 - iii. Compliance Review
 - (1) Procurement Policy
 - (2) Internal Controls Policy
 - (3) PHA 5 Year Plan
 - (4) Reasonable Accommodation Policy
 - b. Employee Leave Policy (attached)
 - c. Employee Pay Policy (attached)
 - d. Approval of PBV Contract Rent Change (attached)
 - e. Section 18 Conversion Process
7. **Continuing Business**
 - a. Embezzlement Sentencing & Restitution (attached)
 - b. DPTH Updates
 - i. Bonding Mechanism / Agreement (attached)

Note: During this meeting, the board may elect to enter a closed-door session for reasons related to legal and/or personnel issues. Per Montana Code Annotated 2-3-203: The presiding officer of any meeting may close the meeting during the time the discussion relates to a matter of individual privacy and then if and only if the presiding officer determines that the demands of individual privacy clearly exceed the merits of public disclosure. The right of

individual privacy may be waived by the individual about whom the discussion pertains and, in that event, the meeting must be open.

22 Jan 2025 WHA Regular Board Meeting Minutes

NOTE: We apologize for the inconsistency in the format of our meeting minutes. We are currently reconfiguring our minutes & board notetaking roles and procedure to produce more standardized notes with a consistent format from month to month.

1. Call to Order

2. Roll Call

Commissioners in attendance: Thomas Shea, Marney McCleary, Ben Johnson present in person. Kate Berry and Nick Farmer present virtually

Public Present: Katie Williams, Catherine Polumbus present

3. Public Comment

No public comment

4. Consent Agenda

a. Approval of the Board Meeting Agenda

Motion: Thomas moves to approve of the agenda.

Second: Marney McCleary

All in favor. Motion passes unanimously

b. Approve December 11, 2024 Meeting Minutes -

Riss: We lost December minutes in computer transition. This means nothing at meeting was binding; need to re-discuss & re-vote on anything.

Number one motion is to approve November minutes by email because they did not get sent out with this agenda between holidays, trial, and computer transition.

Motion: Kate Berry moves to accept November minutes email vote.

Second: Marney McCleary.

All in favor. Motion passes unanimously.

5. Director's Report

Finances - emailed earlier today. Will include in this meeting's minutes.

Riss: Pushing our CFP folks to respond & pulled out several months of operating expenses at a time, but will likely need \$10,000/month for Feb & March. We could approve tentative withdrawals now but max \$10,000/month.

Riss: Implementing a program called Ramp to integrate with quickbooks and better organize several

Riss: Capital funds violation under Mr. Hawkins discovered, and have awaited a HUD ruling in recent weeks and months. No response from HUD since December, but looks like bumping into February based on HUD timeline. We are waiting for HUD to acknowledge resolution, then we can continue receiving those funds.

Board succession: Ben has chosen to resign - would likely be best as soon as possible. Once we approve November meeting minutes we can give Kate bank / signer status.

Ben remains committed to a smooth transition and being the most amount of help possible through this time. Needs to be an off ramp with the type of responsibilities of board chair & relationship to account administration / management.

Ben: Need motion to remove me from accounts.

Motion: Marney moves to remove Ben Johnson as a signatory on Whitefish Housing Authority Bank accounts as of February 15th, 2025.

Second: Thomas Shea

All in favor. Motion passes unanimously.

6. New Business

Riss provided a narrative of the annual process annually for why we need to update payment standards annually. These are calculated annually by HUD. Adopting a 110% payment standard allows greater access to HCVs. People of certain income qualify for the flat rent schedule. MVM residents will never pay more than 30% of their income based on their standards.

Thomas: We did see that distributed to residents earlier this week.

Riss: FMR calculation was updated for Montana this year. The fair market rents increased more than 30% this year.

Nick: How does this impact our operating budget?

Riss: Extremely convoluted formula, but operating budget isn't based on rents. This adjustment will change very few people's rents, if any, and is mandated by HUD, regardless. Riss explained the differences between operating fund and capital fund. Discussion of future opportunities for section 18 and/or RAD conversion for WHA and the MVM.

a. 2025 HCV Payment Standards

Motion: Kate Berry moves to adopt Resolution 285 regarding 2025 HCV Payment standards.

Second: Marney McCleary

All in favor. Motion passes unanimously.

b. 2025 PH Flat Rent Schedule

Motion: Marney: Motion to accept Board Resolution 286 regarding the 2025 Public Housing Flat Rent Schedule.

Second: Thomas Shea

Motion passes unanimously.

c. FYE June 2024 Accounting Engagement with Kubas Keller Associates

This has met our procurement standards because it is a reasonable cost for the amount of time they can complete the books in, they can replace a more expensive accountant, and we have extremely tight deadlines we need to try to meet. They have also included technical assistance which we were not getting from our former contracted fee accountants.

Riss: Former fee accountants were unable to continue, and K2 Associates was interested in pursuing this contract. They come highly recommended from Helena Housing Authority. This contract includes technical assistance.

Marney inquired who else was contacted regarding this RFP. Riss reached out to NAHRO members and discussed available options. She read the procurement policy closely and believes this is an appropriate direction to take. Riss indicated that this contract is within line with previous contracts of this type.

Motion by Kate Berry: I motion to move forward with the contract with Kubas Keller Associates to complete our FYE 2024 financials.

Second: Nick Farmer

All in favor - motion passes unanimously.

7. Continuing Business

a. Defamation Lawsuit Verdict

Mike O'Brien, WHA's general counsel, in attendance

Thomas motions to move into closed door session @ 5:20 pm

Marney seconds.

All in favor. Motion passes unanimously.

Exited closed door session at 6:35pm

Meeting concluded at 6:35 pm, with discussion of final subjects delayed until the next meeting.

Employee Leave Accrual & Policy

Updated: February 24, 2024

Suggested backdating to come into effect December 19, 2024

The Whitefish Housing Authority's leave accrual policy is designed to provide equitable and consistent leave benefits to all employees, promoting work-life balance and acknowledging the importance of personal and family health. This policy, as outlined below, aligns with the Montana Public Employees' framework.

1. Annual Vacation Leave

- **Eligibility and Accrual:**

- All permanent, seasonal, and temporary employees begin accruing annual vacation leave from their first day of employment.
- Employees must complete a six-month continuous employment period before they are eligible to use accrued vacation leave or receive compensation for it upon termination.

- **Accrual Rates:**

- Accrual rates are based on the employee's total years of public sector service in Montana, including prior service in other public sector areas, such as the university system.
- The following table outlines the accrual rates:

Completed Years of Service	Hourly Accrual Rate	Maximum Accrual Per Year (Hours)
0 - less than 10 years	0.05775	120
10 - less than 15 years	0.06925	144
15 - less than 20 years	0.08075	168
20 years or more	0.09225	192

- **Maximum Accumulation:**

- Employees may accumulate annual leave balances up to two times the maximum accrual per year.
- Balances exceeding this limit are considered excess and must be used within 90 calendar days from the last day of the calendar year in which the excess was earned, or they will be forfeited.

2. Sick Leave

- **Eligibility and Accrual:**

- All permanent full-time employees earn sick leave credits from the first day of employment.
- Sick leave is accrued at a rate of 0.046125 hours per hour in a paid status, equating to approximately 3.69 hours per bi-weekly pay period or 96 hours per year.

- Employees are eligible to use sick leave after completing a 90-day continuous employment period.
- **Usage:**
 - Sick leave may be used for personal illness, injury, medical appointments, or to care for immediate family members with health conditions.
- **Accumulation and Payout:**
 - There is no restriction on the number of sick leave hours that may be accumulated.
 - Upon termination, employees are entitled to a lump-sum payment equal to one-fourth of the pay attributed to their accumulated sick leave.

3. General Provisions

- **Part-Time and Seasonal Employees:**
 - Permanent part-time and seasonal employees accrue leave on a prorated basis relative to hours worked.
- **Leave Without Pay:**
 - Employees do not accrue vacation or sick leave credits while in a leave-without-pay status.

Board Resolution to Shift Employee Pay Structure
Resolution No. 287
Whitefish Housing Authority
Effective Date:

WHEREAS, the Whitefish Housing Authority recognizes the need to align its compensation structure with industry standards and operational needs; and
WHEREAS, transitioning employees from an hourly wage to a salaried, exempt status will promote consistency, efficiency, and long-term workforce stability; and

WHEREAS, the Board of Directors has reviewed applicable labor laws, including Fair Labor Standards Act (FLSA) exemptions, to ensure compliance with federal and state regulations; and

NOW, THEREFORE, BE IT RESOLVED that the Whitefish Housing Authority hereby approves the transition of designated employees from hourly to salaried, exempt status, effective [Effective Date]; and

BE IT FURTHER RESOLVED that all affected employees will be notified of their new salary structure, benefits, and any modifications to their job responsibilities as required by law; and

BE IT FINALLY RESOLVED that the Executive Director is authorized to implement this change and ensure proper administrative procedures are followed.

Approved and adopted this [Date] by the Board of Directors of the Whitefish Housing Authority.

Board Chair: _____

Signature: _____

Date: _____

Secretary: _____

Signature: _____

Date: _____



December 10, 2024

Marissa Getts, Acting Executive Director
Whitefish Housing Authority
100 4th Street
Whitefish, MT 59937

Re: Project Based Voucher Rent Increase
Project: Alpenglow Apartments, LLLP
Contract: Project-Based Voucher Program HAP Contract
Location: Whitefish Montana

Dear Riss,

I am writing to inform you of our interest in obtaining a FY25 Fair Market Rent adjustment for the PBV/HAP contract at Alpenglow Apartments. Alpenglow is home to 38 low-income housing holds and this adjustment is necessary to ensure the continued financial stability of operations.

We have carefully considered all factors contributing to this decision, including the escalating utility, insurance and maintenance expenses. By implementing this rent adjustment, we can continue to uphold the physical conditions of the property, fulfill financial obligations, and provide fair compensation to the staff.

Should you have any inquiries or require further clarification regarding this matter, please contact me at erin@homeword.org or by phone to (406) 532-4663 x90.

Thank you for your time and attention to this matter.

Erin Ojala

Erin Ojala ([she, her](#))

Asset Manager

Homeword, inc., a Montanan non-profit corporation and Managing General Partner of
Alpenglow Apartments, LLLP

Phone: (406) 532-4663 x90



FY 2025 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2025 Flathead County, MT FMRs for All Bedroom Sizes

Final FY 2025 & Final FY 2024 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2025 FMR	\$1,024	\$1,064	\$1,396	\$1,860	\$2,344
FY 2024 FMR	\$733	\$823	\$1,081	\$1,486	\$1,834

Flathead County, MT is a non-metropolitan county.

Current Project Based Voucher Rent

Unit	Bedroom Type	Tenant	Subsidy	UA *2022-2023	Total
	1 bedroom	\$307	\$613	\$61	\$920
	2 bedroom	\$108	\$782	\$73	\$890
	3 bedroom	\$43	\$1068	\$84	\$1,110
Annually					\$35,040

2025 Project Based Voucher Rent Increase

Unit	Bedroom Type	FY2025 110% FMR	UA *2022-2023	Max PBV Rents	Difference
105-1	1 bedroom	1,170.40	\$61	\$1,109.40	+\$189.40
2-102	2 bedroom	1,535.60	\$73	\$1,462.60	+\$572.60
520B	3 bedroom	2,046.00	\$84	\$1,962.00	+\$852
Annually					\$54,408

From: U.S. Department of Justice - VNS fedemail@vns.usdoj.gov
Subject: U.S. Department of Justice - VNS - Investigative Case 2024PH005122 - Court Case 24-CR-00035
Date: February 21, 2025 at 1:10 PM
To: Ben Johnson director@whitefishhousing.org



DO NOT REPLY TO THIS EMAIL.



U.S. Department of Justice
District of Montana in Great Falls
Post Office Box 3447
Great Falls, MT 59403
Phone: (406) 771-2005
Fax: (406) 727-4710

February 21, 2025

Whitefish Housing Authority
Ben Johnson, Board Chairman

Re: United States v. Defendant(s) DWARNE LAMONT HAWKINS
Case Number 2024R00159 and Court Docket Number 24-CR-00035

Dear Ben Johnson, Board Chairman:

The enclosed information is provided by the United States Department of Justice Victim Notification System (VNS). As a victim witness professional, my role is to assist you with information and services during the prosecution of this case. I am contacting you because you were identified by law enforcement as a victim or potential victim during the investigation of the above criminal case.

Defendant DWARNE LAMONT HAWKINS was sentenced by the Court. The Court ordered the defendant to the following:

Incarceration of 4 month(s)
Followed by Supervised Release of 3 year(s)
Special Assessment of \$100.00.

The Court ordered restitution to be paid in case 2024R00159 in the total amount of \$144,842.45 to Whitefish Housing Authority.

While the Court has ordered restitution in this case, it does not mean the defendant(s) will make restitution payments. In the event restitution payments are received from the defendant, the funds will be distributed by the Clerk of the United States District Court. It is your responsibility to keep our Office and the Clerk's Office advised of any address changes.

TIMOTHY J. RACICOT
United States Attorney

Keri Leggett
LECC/Victim Witness Coordinator

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to the Development Agreement between the City of Whitefish, Montana, and the Whitefish Housing Authority (this “Amendment”) is made and entered into effective this _____ day of _____, 2025 (the “Amendment Effective Date”) by and between the City of Whitefish (“City”), and the Whitefish Housing Authority (“Developer”).

RECITALS

A. WHEREAS, the City and Developer entered into an agreement for the development of affordable housing on the City-owned property that was donated to the Developer located between Railway Street and Depot Street commonly referred to as the “Snow Lot,” (referred to herein as “the Property”), effective July 6, 2020 (the “Agreement”).

B. WHEREAS, on May 21, 2024, the City and Developer approved the first amendment to the Agreement extending the term and additional changes, including a construction variance for infrastructure improvements normally required prior to final plat.

C. WHEREAS, the City and Developer now desire to allow flexibility in bonding requirements for approved construction variances as more fully set forth below.

AGREEMENT

Now therefore, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

1. Section 6.12 is amended to read:

6.12 Construction Variance Approved by City Council. The Developer is approved to construct the internal sidewalks after the foundations are completed. Additionally, the Developer must complete all landscaping and the second lift of asphalt prior to the issuance of certificate of occupancy for any unit. The City will accept, as a form of bonding, restricting the use and disbursement of \$439,850.63 of the total funds identified in Section 7.1 for the construction items described within this section. If, during the term of this Agreement, the Developer obtains a bond or letter of credit, as determined appropriate by the Public Works Department, the \$439,850.63 of funds identified in Section 7.1 shall no longer be restricted and may be disbursed to the Developer in accordance with this Agreement.

2. Capitalized Terms. The parties agree that capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Agreement.
3. Continuing Effect. Except as specifically amended by this Amendment, all other terms and conditions of the Contract shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Amendment Effective Date.

Whitefish Housing Authority

City of Whitefish, Montana

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Dana Smith, City Manager

Date: _____