



**Mammoth Lakes Housing Board Meeting
Agenda**

Monday, October 3, 2022, 6:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Board

President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, Board Member Sarah Nuttall

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Mammoth Lakes Housing, Inc. at (760) 934-4740. Notification 48 hours prior to the meeting will enable Mammoth Lakes Housing, Inc to make arrangements to ensure accessibility to this meeting (28 CFR 13.102-35.104 ADA Title II).

NOTE: This meeting will be conducted pursuant to the provisions of Assembly Bill 361 (AB361) which amends certain requirements of the Ralph M. Brown Act. You are encouraged to watch this meeting live through the online eSCRIBE system here: <https://pub-townofmammothlakes.escribemeetings.com>, on the local government cable channel 18, or by utilizing the Zoom link below.

ZOOM INFORMATION:

Join from a PC, Mac, iPad, iPhone or Android device: <https://monocounty.zoom.us/j/98707718059>

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 646 876 9923 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 987 0771 8059 - Callers: To Raise your hand Press *9, to Unmute/Mute Press *6

International numbers available: <https://monocounty.zoom.us/j/98707718059>

You can watch this meeting live through the online Granicus system here:

http://mammothlakes.granicus.com/ViewPublisher.php?view_id=4 or on the local government cable channel 18. Public comments can be submitted to the Executive Director at patricia@mammothlakeshousing.org or clerk@townofmammothlakes.ca.gov or may be made via Zoom or in person in Suite Z.

1. Call to Order

Regular meeting of the public benefit corporation, 501(c)3, Mammoth Lakes Housing, Inc. whose mission is to support affordable housing for a viable economy and sustainable community.

2. Assembly Bill 361 (AB 361) Findings

2.1. Adopt Resolution 2022-22 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency

3. Public Comments

This is the established time for any member of the public wishing to address the Mammoth Lakes Housing, Inc. Board of Directors on any matter that does not otherwise appear on the agenda. Members of the public desiring to speak on a matter appearing on the agenda should ask the Chairman for the opportunity to be heard when the item comes up for consideration. Public comments may be submitted to the Executive Director at patricia@mammothlakeshousing.org or clerk@townofmammothlakes.ca.gov before or during the meeting, may be made in person in Suite Z or by "Raising your hand" in Zoom.

4. CLOSED SESSION

4.1 Pursuant to Government Code Section 54956(b) and 54957.6 the Board shall hold a closed session with the Board's designated representative(s), regarding the discussion of the local agency's budget with regards to salaries, salary schedules, or compensation paid in the form of fringe benefits of its unrepresented employees (Executive Director) and may include discussion of MLH's budget and available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative(s). The purpose of this is to review MLH's position and instructing MLH's designated representative(s). No action is to be taken at the closed session.

4.2 Pursuant to Government Code Section 54956.8, the Board will hold a closed session to discuss property negotiations and possible staff directions and/or action – Assessor's Parcel Number 033165014000

Property: 550 Mono Street, Unit E-301, Mammoth Lakes, CA 93546

Negotiating Parties: Patricia Robertson representing MLH (owner/seller); TBD (Deed Restricted Buyer)

Under Negotiation: Terms of sale

5. CONSENT AGENDA

5.1 Approval of the Minutes from August 1, 2022 Regular Board Meeting

5.2 Approval of the Minutes from September 19, 2022 Special Board Meeting

6. Policy Items

6.1 Review and possibly approve a Memorandum of Understanding between Alpine County and Mammoth Lakes Housing, for Housing Navigator Services

6.2 Consider adoption of Resolution 2022-23 to formally adopt the organization's change of name as part of the 20th Anniversary Rebranding process

6.3 Review and approve the MLH and Sierra Housing Advocates, LLC Fiscal Year 2021-22 Fourth Quarter Draft Financial Statements

7. MLH Programs Update

8. Committee Reports

9. Board Member Reports

10. Adjourn



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: The Board will discuss AB 361 and consider adoption of Resolution 22-22, regarding the continued utilization of teleconferencing for meetings of the Board that are required to follow the Brown Act.

Presented by: Patricia Robertson, Executive Director

BACKGROUND

On June 11, 2021, Governor Gavin Newsom issued Executive Order N-08-21, which among other things rescinded his prior Executive Order N-29-20 and sets a date of October 1, 2021 for public agencies to transition back to public meetings held in full compliance with the Brown Act.

In September the Governor signed AB 361 which extends public meeting teleconferencing until January 1, 2024. This allows for the continued use of teleconferencing without the need to publicly notice the address of every teleconference location.

Brief summary of AB 361 Changes:

For as long as a Brown Act body uses the modified Brown Act rules authorized by AB 361, it must:

1. Give notice of the meeting and post agendas as otherwise required by the Brown Act.
2. Allow members of the public to access the meeting and address the legislative body directly (this doesn't mean in-person).
3. Give notice explaining how members of the public may access the meeting and offer public comment.
4. Identify and include an opportunity for all persons to attend via phone or internet on the agenda.
5. Conduct meetings in a manner that protects the statutory and constitutional rights of the parties and the public.
6. Take no action on items on the agenda in the event there is an interruption which prevents remote members of the public from commenting, until connection is restored [THIS IS NEW].
7. Provide an opportunity for the public to address the board and offer comment in real time from their location.

8. Even though public agencies cannot require the public to “register” prior to providing comment, if they use a website or other platform that requires registration and it is not under the agency’s control, that is acceptable.

New requirements for public comment:

1. If the agency provides a timed public comment period for each agenda item, it may not close the public comment period for the agenda item (or the opportunity to register, pursuant to paragraph 8 above) to provide public comment until that timed public comment period has elapsed.
2. An agency that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register, or otherwise be recognized for the purpose of providing public comment.
3. An agency that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, until the timed general public comment period has elapsed.

Required Findings:

No later than 30 days after teleconferencing for the first time under AB 361 (and every 30 days thereafter) the board must make the following findings by majority vote:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.*
- (B) Any of the following circumstances exist:
 - i. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - ii. State or local officials continue to impose or recommend measures to promote social distancing.

* “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

Because the Mammoth Lakes Housing Board of Directors meets monthly (or less frequently), the Board will need to make the required findings at the beginning of every Board meeting.

The California Department of Public Health (CDPH) has updated information on their website here: <https://www.cdph.ca.gov/>.

Mono County Public Health issued an order on August 6, 2021 requiring masking in all public indoor spaces. In a letter dated September 20, 2021, Mono County Public Health Director recommended that the Board of Supervisors continue virtual meetings (Attachment 1). The Mono County Public Health Order requiring masks is provided as Attachment 2.

RECCOMENDATION

The Board should consider making the required findings to continue with virtual meetings.

ATTACHMENTS

1. Letter from Bryan Wheeler, Director of Public Health, to the Mono County Board of Supervisors, dated September 20, 2021
2. The Mono County Public Health Order requiring masks, August 6, 2021
3. Resolution 22-19



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Bryan Wheeler, Director of Public Health

Date: September 20, 2021

Re: Continued Recommendation regarding Social Distancing and Remote Meetings

Both Mono County “covering” Health Officer Dr. Rick Johnson and I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors, to minimize the spread of COVID-19.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measure to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that the board implement 100% remote meetings.

As a secondary alternative, the board could implement hybrid meetings (i.e., meetings that are both in-person and virtual), combined with adequate social distancing measures and masking requirements that are actively enforced, in order to minimize risk of contagion. However, as noted above, the safest path would be to implement meetings that are solely remote.

If you have any questions regarding this recommendation, please do not hesitate to contact me. I will be present at the September 21, 2021, meeting to answer any questions.

MONO COUNTY HEALTH DEPARTMENT

Public Health Officer Order:

Face Coverings For All While in Public

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831
EMAIL RJOHNSON@ALPINECOUNTY.CA.GOV

August 6, 2021

Please read this Order carefully. Violation of or failure to comply with this Order is a crime punishable by fine of up to \$1,000, imprisonment for up to 90 days, or both. (California Health and Safety Code § 120295.) **This Order supersedes and replaces all previous Mono County Public Health Officer Orders regarding Face Coverings.**

WHEREAS, a state of emergency has been declared by the State of California, and a local emergency has been declared in Mono County in response to the virus COVID-19 (Coronavirus); and

WHEREAS, on June 15, 2021, California fully reopened the economy, and the State terminated the restrictions on businesses and activities in its Blueprint for a Safer Economy. Epidemiologic evidence demonstrates that the rate of community transmission of COVID-19 and positivity rates have all substantially increased since the June 15, 2021 reopening; and

WHEREAS, since the state reopening, increased interactions among members of the public have resulted in an increased number of daily new COVID-19 cases in Mono County; daily cases have more than quadrupled since June 15, 2021. In addition, as of July 24, 2021, Mono County is reporting a 7-day daily average case rate of 15.3 cases per 100,000 people with a 7-day lag. Based upon Federal Centers for Disease Control and Prevention (CDC) indicators and thresholds, this means that community transmission of COVID-19 within Mono County is now considered Substantial, and highly likely to increase during the coming days and weeks; and

WHEREAS, while a significant number of Mono County residents are fully vaccinated (i.e., two weeks or more have passed after the receipt of a second dose in a 2-dose series or 2 weeks or more after receipt of a single-dose vaccine) as of the date of this Order in Mono County, COVID-19 remains a concern to public health and safety and there are still a large number of individuals in the County who are not yet fully vaccinated, including children under 12 years old, who are not currently eligible to be vaccinated. Furthermore, variants of the virus that may spread more easily and/or cause more severe illness, including the Delta variant, are present in Mono County, impacting local residents and visitors, based on positive case reporting; and

WHEREAS, throughout the COVID-19 pandemic, in Mono County, as well as throughout California and the nation, there have been insufficient quantities of critical healthcare infrastructure, including hospital beds, ventilators and workers, capable of adequately treating mass numbers of patients at a single time as the virus spread unchecked; and

WHEREAS, in order to continue to protect the community from COVID-19, in particular for those who are not fully vaccinated, this Order mainly aligns with the State Public Health Officer Order, dated June 11, 2021, as well as the July 28, 2021, Guidance on the Use of Face Coverings issued by the California Department of Public Health. The primary intent of this Order is to help slow and improve the Substantial level of community transmission here in Mono County, to align with recent State recommendations and to help mitigate and reduce the impact on Mono County, and its critical healthcare infrastructure; and

WHEREAS, throughout the COVID-19 pandemic, face coverings have been recommended by the U.S. Centers for Disease Control and Prevention (CDC) to decrease COVID-19 transmission. Face coverings are believed to decrease shedding of COVID-19 by people who are infected. Many people with COVID-19 infection have mild or even no symptoms. Such cases may unknowingly spread the virus to others and face coverings are intended to decrease the chance of such transmission.

NOW, THEREFORE, effective beginning August 6, 2021, under the authority of California Health and Safety Code sections 101040, 101085 and 120175 and Title 17 California Code of Regulations, Section 2501, the Mono County Acting Health Officer **HEREBY ORDERS** as follows:

1. All persons within Mono County and the Town of Mammoth Lakes, regardless of vaccination status, shall wear face coverings¹ **while in indoor public settings, venues, gatherings, and businesses** (examples include offices, retail, restaurants, theaters, family entertainment centers and meetings, among others).
2. Individuals, businesses, venue operators, or hosts of public indoor settings must require all patrons to wear masks, for all indoor settings, regardless of their vaccination status, and post clearly visible and easy to read signage at all entry points to communicate the masking requirements for patrons.
3. Recommendation: It is *recommended* that all persons wear face coverings while attending large outdoor public events.
4. The following individuals are exempt from wearing masks:
 - a. Persons younger than two years old. Very young children must not wear a mask because of the risk of suffocation.

¹ The following list, informed by the California Department of Public Health <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Get-the-Most-out-of-Masking.aspx> and the Center for Disease Control <https://www.cdc.gov/quarantine/masks/mask-travel-guidance.html> are attributes of face coverings, or masks, needed to fulfill the requirements of this Order:

- A properly worn mask that completely covers the nose and mouth.
- Cloth masks should be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source).
- Mask should be secured to the head with ties, ear loops, or elastic bands that go behind the head.
- Mask should fit snugly but comfortably against the side and bottom of the face.
- Mask should be a solid piece of material without slits, exhalation valves, or punctures.

- b. Persons with a medical condition, mental health condition, or disability that prevents wearing a mask. This includes persons with a medical condition for whom wearing a mask could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a mask without assistance.
- c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- d. Persons for whom wearing a mask would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

This Order shall take effect beginning on Friday, August 6, 2021 and will remain in effect until rescinded, in writing, by the Mono County Health Officer based on three consecutive weeks of adjusted case of below 6.9 per 100,000.

General Provisions

1. This Order is issued as a result of the worldwide pandemic of COVID-19 disease, also known as “novel coronavirus,” which has infected at least 197 million individuals worldwide in 220 countries and is implicated in over 4.2 million worldwide deaths, including 1065 cases and five deaths in Mono County.

2. This Order is issued based on evidence of increasing transmission of COVID-19 both within the County of Mono and worldwide, scientific evidence regarding the most effective approach to slow transmission of communicable diseases generally and COVID-19 specifically, as well as best practices as currently known and available to protect the public from the risk of spread of or exposure to COVID-19.

3. This Order is intended to reduce the likelihood of exposure to COVID-19, thereby slowing the spread of COVID-19 in Mono County as well as, on a larger scale, to communities worldwide. As the presence of individuals increases, the difficulty and magnitude of tracing individuals who may have been exposed to a case rises exponentially.

4. This Order is issued in accordance with, and incorporates by reference, the: March 4, 2020 Proclamation of a State Emergency issued by Governor Gavin Newsom; the March 15, 2020 Declaration of Local Health Emergency based on an imminent and proximate threat to public health from the introduction of novel COVID-19 in Mono County; the March 17, 2020 Resolution of the Board of Supervisors of the County of Mono proclaiming the existence of a Local Emergency in the County of Mono regarding COVID-19 and ratifying and extending the Declaration of Local Health Emergency due to COVID-19; all current applicable guidance issued by the California Department of Public Health, including but not limited to the June 11, 2021 California Public Health Officer Order and the July 28, 2021 California Department of Public Health Guidance for the Use of Face Coverings, and the Center for Disease Control recommendations on masking protocol.

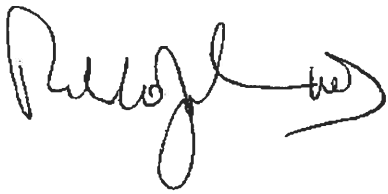
5. This Order is made in accordance with all applicable State and Federal laws, &

including but not limited to: Health and Safety Code sections 101030, et seq.; Health and Safety Code sections 120100, et seq.; and Title 17 of the California Code of Regulations section 2501.

6. To the extent necessary, pursuant to Government Code sections 26602 and 41601 and Health and Safety Code section 101029, the Health Officer requests that the Sheriff and all Chiefs of Police in the County ensure compliance with and enforcement of this Order.

7. This Order is made because of the propensity of the virus to spread person-to-person.

8. Copies of this Order shall promptly be posted on the County of Mono's Public Health Department's website (monohealth.com) and provided to any member of the public requesting a copy of this Order.

A handwritten signature in black ink, appearing to read 'Richard Johnson', with a stylized flourish at the end.

_____ Date: August 2, 2021

Richard Johnson, MD
Acting Local Health Officer
For Mono County and the Town of Mammoth Lakes

RESOLUTION NO. 22-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF MAMMOTH LAKES HOUSING, INC. MAKING FINDINGS TO ALLOW THE BOARD OF DIRECTORS TO MEET VIRUTALLY DURING THE COVID-19 PANDEMIC DECLARED EMERGENCY

WHEREAS, meetings of the Mammoth Lakes Housing, Inc.'s Board of Directors are conducted in compliance with the Brown Act (Government Code Section 54950 et seq), so that members of the public may attend, observe, and participate, in accordance with the organizations' Bylaws (Section 5.2.(c)); and

WHEREAS, Government Code Section 54953(e) is a provision of the Brown Act establishing special rules that apply under specific circumstances to meetings that are conducted remotely via teleconference; and

WHEREAS, using the special rules will facilitate continuing to conduct meetings remotely during the COVID-19 pandemic; and

WHEREAS, the Board of Directors of Mammoth Lakes Housing, Inc. does hereby find that allowing for conducting public meetings virtually will support social distancing and reduce the potential risk to the public, elected officials, and employees to be infected by or to spread COVID-19; and

WHEREAS, a required condition for the use of the Section 54953(e) rules is the existence of a state of emergency declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the State caused by conditions as described in Government Code Section 8558; and

WHEREAS, an additional required condition is that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Governor of California declared a Statewide state of emergency due to the COVID-19 virus on Wednesday, March 4, 2020; and

WHEREAS, on March 15, 2020 the Mono County Health Officer declared a local health emergency, including finding "that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Mono County;" and

WHEREAS, the Mono County Director of Public Health has recently issued a memorandum recommending that social distancing be used as one means of reducing the spread of COVID-19; and

WHEREAS, the Board of Directors does hereby find that meetings of the Mammoth Lakes Housing, Inc. Board shall be conducted in compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as

authorized by subdivision (e) of Section 54953, and that the Board of Directors shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953.

NOW, THEREFORE, BE IT RESOLVED that the recitals set forth above are true and correct and are incorporated into this resolution by this reference; and

IT IS FURTHER RESOLVED that the Board of Directors hereby declares that a State and County emergency exists due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property due to the COVID-19 virus; and

IT IS FURTHER RESOLVED that the Mono County Director of Public Health has issued a memorandum recommending the continued use of social distancing as a means to reduce the spread of COVID-19, and that the COVID-19 state of emergency impacts the ability of the Board of Directors to safely meet in person; and

IT IS FURTHER RESOLVED that the Board of Directors finds the use of virtual meetings, as provided for under AB 361 as approved by the State Legislature and signed by the Governor, is a prudent and safe means to conduct the organization's business respecting the recommendation to use social distancing as a precaution to reduce the spread of COVID-19; and

IT IS FURTHER RESOLVED that the organization's staff and Board of Directors are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act; and

IT IS FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 2, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

APPROVED AND ADOPTED THIS 3rd day of October 2022.

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

Kirk Stapp, President

ATTEST:

Patricia Robertson, Secretary

CLOSED SESSION

(This page intentionally left blank)



Mammoth Lakes Housing Board

Regular Meeting Minutes

August 1, 2022, 6:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: President Kirk Stapp, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Brian D'Andrea, Board Member Sarah Nuttall

Members Absent: Vice President Jennifer Kreitz, Board Member Heidi Steenstra

1. Call to Order

President Kirk Stapp called the meeting to order at 6:02 p.m. in the Council Chambers at 437 Old Mammoth Road, Suite Z. President Stapp and Board Member Tom Hodges and Sarah Nuttall attended the meeting in person, the rest of the Board participated via videoconference.

2. Assembly Bill 361 (AB 361) Findings

2.1 Adopt Resolution 2022-16 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency

Moved by Board Member Tom Hodges

Seconded by President Kirk Stapp

Approve Resolution 2022-16 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency.

For (6): President Kirk Stapp, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Tony Perkins, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (3): Vice President Jennifer Kreitz, Board Member Agnes Vianzon, and Board Member Heidi Steenstra

Carried (6 to 0)

3. Public Comments

Executive Director Patricia Robertson announced that MLH was currently recruiting for two full-time Housing Navigator positions and said that the positions offered additional Spanish language skill pay. Ms. Robertson said that interested parties could find additional information on the MLH website or they could call her directly to apply.

Board Member Agnes Vianzon joined the meeting at 6:07 p.m.

Ms. Robertson announced that Pursuant to Government Code Section 54954.2b2, the Board hereby determines that there is a need to take immediate action and that the need for action came to the attention of the Board subsequent to the agenda being posted as specified in subdivision a, said item being;

Consider adoption of Mammoth Lakes Housing, Inc. Resolution 22-18, A Resolution of The Board of Directors of Mammoth Lakes Housing, Inc. Authorizing a Sole Member Limited Liability Company (LLC) of MLH to jointly become a Co-Grantee of Project Homekey grant funds with MLH and the Town related to the Standard Agreement 21-HK-17233.

Ms. Robertson requested that the item be added as an Action Item after Agenda Item #5.5.

Moved by Board Member Tom Hodges
Seconded by President Kirk Stapp

Approve addition of the Urgency Item described above to the agenda after Item #5.5.

For (7): President Kirk Stapp, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (2): Vice President Jennifer Kreitz, and Board Member Heidi Steenstra

Carried (7 to 0)

4. **Consent Agenda**

Moved by Board Member Tom Hodges

Seconded by President Kirk Stapp

Approve the Consent Agenda.

For (7): President Kirk Stapp, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (2): Vice President Jennifer Kreitz, and Board Member Heidi Steenstra

Carried (7 to 0)

4.1 **Approval of the Minutes from the July 11, 2022 Regular Board Meeting**

4.2 **Approval of the Minutes from the July 18, 2022 Special Board Meeting**

5. **Policy Matters**

5.1 **The Board will participate in a Governance Training provided by Rural Community Assistance Corporation**

Executive Director Patricia Robertson outlined the information in the staff report. Ms. Robertson introduced Rural Community Assistance Corporation (RCAC) Regional Field Manager Amity Rembold and Rural Development Specialist Dan Dever.

Ms. Rembold and Mr. Dever outlined the information in the RCAC MLH Board Training PowerPoint.

There was discussion between RCAC staff, Ms. Robertson, and members of the Board.

5.2 The Board will consider approval of the contract with the Town of Mammoth Lakes pending any minor comments from legal counsel

Executive Director Patricia Robertson outlined the information in the staff report and the final version of MLH's Contract with the Town of Mammoth Lakes (TOML).

There was discussion between Ms. Robertson and members of the Board.

Moved by Board Member Brian D'Andrea

Seconded by President Kirk Stapp

Approve the contract with the Town of Mammoth Lakes pending any minor comments from legal counsel.

For (7): President Kirk Stapp, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (2): Vice President Jennifer Kreitz, and Board Member Heidi Steenstra

Carried (7 to 0)

5.3 Consider adoption of Mammoth Lakes Housing, Inc. Resolution 22-17, A RESOLUTION OF THE BOARD OF DIRECTORS OF MAMMOTH LAKES HOUSING, INC. APPROVING THE CREATION OF THE FOLLOWING AD-HOC COMMITTEE: Annual Performance Evaluation of the Executive Director to also serve as the Board's designated representative(s) for negotiations regarding employee matters pursuant to Government Code Section 54957.6

Executive Director Patricia Robertson outlined the information in the staff report.

There was discussion between Ms. Robertson and members of the Board.

Moved by Board Member Lindsay Barksdale

Seconded by Board Member Brian D'Andrea

Adopt Mammoth Lakes Housing, Inc. Resolution 22-17, A Resolution of The Board of Directors of Mammoth Lakes Housing, Inc. Approving the Creation of the following Ad-Hoc Committee: Annual Performance Evaluation of the Executive Director to also serve as the Board's designated representative(s) for negotiations regarding employee matters pursuant to Government Code Section 54957.6.

For (7): President Kirk Stapp, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (2): Vice President Jennifer Kreitz, and Board Member Heidi Steenstra

Carried (7 to 0)

5.4 The Board will appoint Board members to the ad-hoc committee: Annual Performance Evaluation and Designated Representative for negotiations regarding employee matters pursuant to Government Code Section 54957.6

Executive Director Patricia Robertson outlined the information in the staff report.

There was discussion between Ms. Robertson and members of the Board.

Moved by Board Member Tom Hodges
Seconded by President Kirk Stapp

Appoint Board Members Brian D'Andrea, Tony Perkins and Sarah Nuttall to the Ad-hoc committee: Annual Performance Evaluation and Designated Representative for negotiations regarding employee matters pursuant to Government Code Section 54957.6.

For (7): President Kirk Stapp, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (2): Vice President Jennifer Kreitz, and Board Member Heidi Steenstra

Carried (7 to 0)

5.5 The Board will consider cancelling the Regular September Board Meeting which is scheduled to take place on the Labor Day holiday.

Executive Director Patricia Robertson outlined the information in the staff report.

There was discussion between Ms. Robertson and members of the Board.

Moved by President Kirk Stapp

Seconded by Board Member Tom Hodges

Cancel the Regular September Board Meeting which was scheduled to take place on the Labor Day holiday.

For (7): President Kirk Stapp, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (2): Vice President Jennifer Kreitz, and Board Member Heidi Steenstra

Carried (7 to 0)

URGENCY ITEM:

Pursuant to Government Code Section 54954.2b2, the Board hereby determines that there is a need to take immediate action and that the need for action came to the attention of the Board subsequent to the agenda being posted as specified in subdivision a, said item being; Consider adoption of Mammoth Lakes Housing, Inc. Resolution 22-18, A Resolution of The Board of Directors of Mammoth Lakes Housing, Inc. Authorizing a Sole Member Limited Liability Company (LLC) of MLH to jointly become a Co-Grantee of Project Homekey grant funds with MLH and the Town related to the Standard Agreement 21-HK-17233,

Moved by Board Member Tom Hodges

Seconded by President Kirk Stapp

Approve Resolution 22-18 A Resolution of the Board of Directors of Mammoth Lakes Housing, Inc, authorizing a sole member Limited Liability Corporation (LLC) of Mammoth Lakes Housing and the Town related to the Standard Agreement 21-HK-17233.

For (7): President Kirk Stapp, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (2): Vice President Jennifer Kreitz, and Board Member Heidi Steenstra

Carried (7 to 0)

6. Committee Reports

Executive Director Patricia Robertson reported that the only Committees currently active were the Marketing and Communications Committee which had been working on the rebranding and renaming project, and would review draft logo designs sometime in September, and the Program and Housing Development Committee which had been focusing on two projects which would provide twenty-six units of affordable housing as well as some other projects in the pipeline. Ms. Robertson said that she hoped to close escrow on the hotel acquisition this week. Ms. Robertson announced that MLH had been successful in obtaining a fee waiver for the Access Apartment commercial conversion project in the amount of \$20,000 from the Mono County Library System.

There was discussion between Ms. Robertson and members of the Board.

7. Board Member Reports

Board Member Tom Hodges announced that Mammoth Mountain Ski Area (MMSA) had acquired the Sierra Lodge and that improvements were in progress to ready it for occupancy. Mr. Hodges reported that there would be a total of thirty-six units which would provide housing for seventy-two employees.

Board Member Brian D'Andrea said that he and Executive Director Patricia Robertson had met with NeighborWorks Western Region Director Lisa Hasegawa to explore the possibility of an affiliation with the NeighborWorks organization which could lead to a significant capacity building opportunity for MLH.

There was discussion among members of the Board.

8. Closed Session

The Board went into closed session at 8:25 p.m.

- 8.1 Pursuant to Government Code Section 54956(b) and 54957.6 the Board shall hold a closed session at a special meeting with the Board's designated representative(s), regarding the discussion of the local agency's budget with regards to salaries, salary schedules, or compensation paid in the form of fringe benefits of its unrepresented employees (Executive Director) and may include discussion of MLH's budget and available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative(s). The purpose of this is to review MLH's position and instructing MLH's designated representative(s). No action is to be taken at the closed session.**

The Board returned from closed session at 8:46 p.m.

Ms. Robertson reported that there was no action taken in closed session.

9. Adjourn

The meeting was adjourned at 8:48 p.m.

Angela Plaisted, Assistant Clerk
Town of Mammoth Lakes

Patricia Robertson, Secretary
Mammoth Lakes Housing, Inc.



Mammoth Lakes Housing Board

Special Meeting Minutes

September 19, 2022, 5:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, Board Member Sarah Nuttall

Members Absent: Board Member Lindsay Barksdale

1. Call to Order

President Kirk Stapp called the meeting to order at 5:03 p.m. in the Council Chamber at 437 Old Mammoth Road. President Stapp, Vice President Jennifer Kreitz, and Board Member Tom Hodges attended the meeting in person. The rest of the Board attended the meeting via videoconference.

2. Assembly Bill 361 (AB 361) Findings

2.1 Adopt Resolution 2022-19 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency

Executive Director Patricia Robertson outlined the information in the staff report.

Board Member Tom Hodges joined the meeting at 6:05 p.m.

Moved by President Kirk Stapp

Seconded by Board Member Tony Perkins

Adopt Resolution 2022-19 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency.

For (8): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (1): Board Member Lindsay Barksdale

Carried (8 to 0)

3. **Public Comments**

Town of Mammoth Lakes Community and Economic Development Director Sandra Moberly distributed the Town's *Did You Know?* document which outlined current housing efforts within the community.

4. **Policy Matters**

4.1 **Consider adoption of the Innsbruck Lodge Affordable Housing LLC Resolution 2022-20, authorizing a Joint Application to and Participation in the Homekey Program**

Executive Director Patricia Robertson outlined the information in the proposed resolution.

There was discussion between Ms. Robertson members of the Board.

Moved by Board Member Brian D'Andrea
Seconded by Vice President Jennifer Kreitz

Adopt the Innsbruck Lodge Affordable Housing LLC Resolution 2022-20, authorizing a Joint Application to and Participation in the Homekey Program.

For (8): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (1): Board Member Lindsay Barksdale

Carried (8 to 0)

4.2 Consider adoption of the Access Apartments Affordable Housing LLC Resolution 2022-21, authorizing the LLC to participate in the HOME award for Access Apartments

Executive Director Patricia Robertson outlined the information in the proposed resolution.

There was discussion between Ms. Robertson and members of the Board.

Moved by Vice President Jennifer Kreitz

Seconded by Board Member Tom Hodges

Adopt the Access Apartments Affordable Housing LLC Resolution 2022-21, authorizing the LLC to participate in the HOME award for Access Apartments.

For (8): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (1): Board Member Lindsay Barksdale

Carried (8 to 0)

5. Closed Session

5.1 Pursuant to Government Code Section 54956(b) and 54957.6 the Board shall hold a closed session at a special meeting with the Board's designated representative(s), regarding the discussion of the local agency's budget with regards to salaries, salary schedules, or compensation paid in the form of fringe benefits of its unrepresented employees (Executive Director) and may include discussion of MLH's budget and available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative(s). The purpose of this is to review MLH's position and instructing MLH's designated representative(s). No action is to be taken at the closed session.

This item was continued to the October 3, 2022 meeting.

6. Adjourn

The meeting was adjourned at 5:16 p.m. to the next regular Board Meeting scheduled to be held on October 3, 2022.

Angela Plaisted, Assistant Clerk
Town of Mammoth Lakes

Patricia Robertson, Secretary
Mammoth Lakes Housing, Inc.



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: Review and possibly approve a Memorandum of Understanding between Alpine County and Mammoth Lakes Housing, for Housing Navigator Services

Presented by: Patricia Robertson, Executive Director

BACKGROUND

The MLH Board of Directors received a preliminary explanation of this opportunity at their regular February Board meeting. Since that meeting, MLH staff has been coordinating with both Mono County and Alpine County staff to initiate this partnership which will increase MLH staff capacity by 2 full-time employees.

In June, the Board approved a similar contract with Mono County.

These employees will focus on case management, service referral and coordination, and be the first contact with clients in the MLH office. Additionally, they will be responsible for building and maintaining relationships with landlords, real estate firms, property management companies, hotels/motels, and others to identify housing resources in our service area as well as designing and implementing incentive programs to secure scarce housing resources for our clients.

MLH staff has been undergoing a recruitment effort and has held numerous interviews to fill the Housing Navigator positions. Recruitment is ongoing.

These positions will be funded 80% by the counties, and 20% by MLH.

Each position will have a geographic focus, either Mono or Alpine County, however, they will work collaboratively and share responsibilities, so that clients can be served by either staff member.

This item is specifically related to the contract with Alpine County. The Alpine County Board of Supervisors approved this contract at their August 16th meeting.

ANALYSIS

Alpine County has opted into three separate housing and homelessness prevention funding allocations made available through the California Department of Social Services Housing and Homelessness Branch. All three allocations are state-funded, locally administered programs in which participating counties and their partners provide housing-related supports to eligible individuals and families.

The non-competitive allocations are \$250,000 per program. Counties draw down the funds from the state on a reimbursement basis based on eligible expenditures beginning this fiscal year. Eligible expenditures include direct client supports as well as administration and staffing needed to operate the programs. The funds must be spent or encumbered by June 2024, with additional funding rounds likely to be allocated next fiscal year.

- The Bringing Families Home (BFH) Program is designed to reduce the number of families in the child welfare system experiencing or at risk of homelessness, to increase family reunification, and to prevent foster care placement.
- The Housing and Disability Advocacy Program (HDAP) was established to assist people experiencing homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing supports. HDAP has four core requirements: outreach, case management, disability advocacy, and housing assistance.
- The Home Safe Program was established to support the safety and housing stability of individuals involved in Adult Protective Services (APS) by providing housing-related assistance using evidence-based practices for homeless assistance and prevention.

The programs are designed to offer financial assistance and housing-related supportive services, including, but not limited to rental assistance, housing navigation, case management, security deposits, utility payments, moving costs, legal services, and in the case of the HDAP program, disability insurance advocacy.

While the new housing program opportunities are exciting and clearly needed within our counties, the counties lack staff capacity to single-handedly implement these programs. CDSS strongly encourages county grantees to use some of the new funds to establish specific positions to support coordination of these systems, and to collaborate with other entities to make the best use of available funding and link clients to necessary services.

Members of the Mono and Alpine Social Services Departments and Mammoth Lakes Housing (MLH) staff met with the California Department of Social Services to plan for how to best access these funds for housing staff capacity in the region. With the growing need for housing navigator and case management services at MLH, our technical assistance providers have advised that we utilize these funds to expand staff capacity within MLH and improve Coordinated Entry and referral systems as well as identify and recruit those likely eligible for housing services. Mono and Alpine County staff will work in concert with MLH staff to develop the programs.

Our proposal is to utilize approximately \$100,00 annually each from Mono and Alpine counties to support two Housing Navigators at MLH. Funds will be drawn down from the new housing

program allocations to pay for the positions. There is no match required from Mono County General Fund nor MLH; however, MLH will support the positions by a 20% investment.

The Mammoth Lakes Housing Board of Directors gave their support for the Housing Navigator concept at their February 7, 2022 meeting. Staff subsequently discussed that funding development of two Housing Navigators instead of one within MLH may be the most effective approach in that two Navigators could train together and provide program continuity during planned and unplanned absences.

The partnership (Counties and MLH) will receive on-going technical assistance from the California Department of Social Services technical assistance provider, Change Well Project, to scale quickly and effectively to meet community needs in developing the programs.

FINANCAL ANALYSIS

The Agreement with Alpine County Social Services is a total of \$300,000 for a period of three years for an 80% FTE.

MLH will cover 20% of the FTE, resulting in approximately \$23,595 per fiscal year.

The income from this contract, as well as the expected salary and benefits expenses, have been included in the draft FY 22/23 Budget, which was approved by the Board.

RECOMMENDATION

Approve the proposed Agreement with Alpine County for the provision of Housing Navigator services by Mammoth Lakes Housing for the period July 1, 2022 through June 30, 2025; and authorize the Executive Director to execute the Contract on behalf of MLH.

This Agreement has been reviewed by MLH legal counsel.

ATTACHMENTS:

1. Proposed MOU between Mammoth Lakes Housing and Alpine County

SERVICES CONTRACT
COUNTY OF ALPINE
AND
MAMMOTH LAKES HOUSING
FOR THE PROVISION OF HOUSING NAVIGATOR SERVICES

THIS SERVICES CONTRACT ("Contract") is made and entered into this 16th day of August 2022, by and between the COUNTY OF ALPINE (hereinafter referred to as "County"), and MAMMOTH LAKES HOUSING, INC., a California nonprofit public benefit corporation, (hereinafter referred to as "Contractor"). County and Contractor are individually referred to as a "Party," and collectively referred as "the Parties."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Housing Navigator

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.
- II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this Contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this Contract.
- III. COUNTY FURNISHED SERVICES: The County agrees to:
 - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
 - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit "A".

- C. Make available all pertinent data and records for review.
- IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this Contract.
- V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) annually, including direct non-salary expenses, for a total contract amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000)
- VI. PAYMENT: Total payments to Contractor for services provided to County under the terms of this Contract from the period of July 1, 2022 through June 30, 2025 shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) or ONE HUNDRED THOUSAND DOLLARS (\$100,000) per fiscal year. The County shall make up to six FIFTY THOUSAND DOLLARS (\$50,000) payments to Contractor, which amounts shall be used solely towards County's payments of Contractor's monthly invoices until such time that the funds from each FIFTY THOUSAND DOLLARS (\$50,000) advance payment are exhausted. No more than two FIFTY THOUSAND DOLLARS (\$50,000) payments shall be made within any twelve (12) month period. In the event this Contract is terminated by either party, Contractor shall return to County all unused funds remaining from all of the County's advance payments within thirty (30) days of such termination. At the end of the contract period Contractor shall return to County all unused funds remaining from County's advance payments by July 31, 2025.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "B".

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

- VII. **CONTRACT PERFORMANCE TIME:** All the work required by this Contract shall be completed and ready for acceptance no later than **June 30, 2025**. Time is of the essence with respect to this Contract.

- VIII. **INSURANCE:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy [Insurance Services Office Form CG 00 01] covering CGL on an occurrence basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits in the amount of \$ 2,000,000, and a general aggregate limit of \$4,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Alpine County
PO Box 158
Markleeville, CA 96120

- B. Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on

behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Alpine County
PO Box 158
Markleeville, CA 96120

- C. The Contractor shall be required to carry Professional Errors and Omissions Liability Insurance coverage in the amount of \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake

self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.

- X. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

- XI. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

- XII. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

- XIII. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

- XIV. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five (5) years from the completion of this contract. Subject to at least forty-eight (48) hours prior written notice from County, Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling five percent (5%) or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any

other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XV. TERM OF AGREEMENT: This Contract shall commence on June 1, 2022 and shall terminate on June 30, 2025.
- XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Disclosure of such information or records may be made by Contractor only with the express written consent of County. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XVIII. TERMINATION:
- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved. Upon such termination of default, County will pay Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of the termination.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by the force majeure events of war; acts of terrorism; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; government restrictions on operation, freight embargoes or lack of transportation; weather-caused delays; inability to secure necessary labor, materials, or tools; delays of any contractors, subcontractor or supplier; or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other Party and be sent by the method outlined in Paragraph XXVI.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

XIX. **WAIVER OF DEFAULT.** Waiver of any default by either party to this Contract shall not be deemed to be waiver of a subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provide in Paragraph XXI.

XX. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XXI. **AMENDMENT:** This Contract may be amended or modified only by written agreement of all parties.

XXII. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXIII. **JURISDICTION AND VENUE:** This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in ALPINE County, California.

XXIV. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence, recklessness or willful acts.

XXV. **ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration,

declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

- XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in this Contract shall be sufficiently given if and will not be deemed given unless dispatched by: (1) USPS certified mail, postage prepaid, return receipt requested; (b) delivered by express delivery service with a delivery receipt; or (3) delivered personally with a delivery receipt, at the locations indicated below.

Notices shall be given to County at the following location:

***Alpine County Health & Human Services Department
75A Diamond Valley Rd.
Markleeville, CA 96120***

Notices shall be given to Contractor at the following address:

***Mammoth Lakes Housing
Executive Director
587 Old Mammoth Lakes Rd. #4
Mammoth, CA 93546***

- XXVII. SEVERABILITY. If any portion of this Contract or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it found in contravention of any federal, state or county statute, ordinance, or regulation, then the remaining provisions of this Contract, or the application thereof, shall be not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions in the Contract are severable.
- XXVIII. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Contract may be executed in multiple counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and shall be valid, binding and enforceable.
- XXIX. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall

have any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless executed in writing by the parties hereto.

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF ALPINE:

By _____

David Griffith, Chairman

Alpine County Board of Supervisors

Date: _____

Attest:

Teola Tremayne, County Clerk and ex-officio Clerk to the Board of Supervisors
By: Patricia Griffin, Asst. County Clerk

MAMMOTH LAKES HOUSING:

By _____

Patricia Robertson, Executive Director

Date: _____

Approved as to form:

Jim Jones
Interim County Counsel

EXHIBIT "A"

HOUSING NAVIGATOR SERVICES

CONTRACTOR will serve as a strategic partner to COUNTY in the delivery of housing navigation services for three programs with similar housing navigation needs. COUNTY will use a portion of their Housing & Disability Advocacy Program (HDAP), Home Safe and Whole Person Care (WPC) funding allocations to fund a Housing Navigator position to work in collaboration with Alpine County Departments and other housing and homelessness prevention partners across Alpine County.

CONTRACTOR will hire at least one 80% FTE Housing Navigator to assist in identifying and serving clients under HDAP, WPC and Home Safe programs. The Housing Navigator will work to improve crisis intervention for persons seeking housing services and/or experiencing homelessness in the Eastern Sierra. The Housing Navigator will identify, engage and assist individuals and families seeking affordable housing, living in crowded homes, on the street or in encampments, vehicles, structures not suitable for habitation, couch-surfing, or other locations or at imminent risk of homelessness. In collaboration with other agencies and nonprofit organizations, the Navigator will connect clients with necessary social services and move them from unsuitable living conditions to interim or permanent housing. Individualized care is provided to each person experiencing or at risk of homelessness and an Individualized Service Plan developed to address barriers, increase income, and maintain and sustain permanent housing. The Navigator will identify support needed to accomplish the outline goals and objectives (i.e. scheduling appointments, procuring necessary documents, such as Identification card or birth certificate, applying for public benefits, and identifying subsidized housing).

CONTRACTOR will collect, track report and measure relevant program outcomes, as specified by the California Department of Social Services (CDSS), including: a) Enter clients into the Homeless Management Information System, b) Submit related program reports in support of COUNTY reports to CDSS, c) Engage in training, technical assistance, and continuous quality improvement, and d) Actively engage with technical assistance providers, including those contracted by CDSS such as Change Well, to support growth and improvement.

EXHIBIT "B"

ANNUAL BUDGET

PERSONNEL EXPENSE	POSITION	COUNTY 80%	MLH 20%	TOTAL COST
Salaries & Benefits	Executive Director	\$10,150	\$2,538	\$12,688
Salaries & Benefits	Housing Navigator 1.0 F.T.E	\$74,430	\$18,608	\$93,038
Total Personnel Expenses		\$84,580	\$21,146	\$105,726
OPERATING EXPENSE	Description			
Services & Supplies	Cell phone	\$2,340	N/A	\$1,440
	Computer	\$800	\$200	\$1,000
Training & Travel Expenses	Mileage	\$2,262	N/A	\$2,262
	Per Diem	\$600	N/A	\$600
	Hotel	\$960	\$240	\$1,200
In-Direct 10% of personnel		\$8,458	\$2,009	\$10,467
Total Operating Expense		\$15,420	\$2,449	\$17,869
TOTAL EXPENSES		\$100,000	\$23,595	\$123,595

RESOLUTION 22-23

MAMMOTH LAKES HOUSING, INC.

AUTHORIZING RESOLUTION

**RE: AMENDMENTS TO ARTICLES OF INCORPORATION
AND BYLAWS TO CHANGE CORPORATION NAME**

At a duly constituted meeting of the Board of Directors ("Board") of Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation ("Corporation") held on October 3, 2022, the following resolutions were adopted:

WHEREAS, the Board of the Corporation deems it to be in the best interest of the Corporation to have the Corporation change its name to "Eastern Sierra Community Housing, Inc.";

WHEREAS, the Board of the Corporation deems it to be in the best interest of the Corporation for the Corporation to amend its Articles of Organization and its Operating Agreement to reflect the new name of the Corporation ("Organizational Documents");

WHEREAS, the Board of the Corporation deems it to be in the best interest of the Corporation to amend the Articles of Incorporation of the Corporation in the form of the Certificate of Amendment of the Articles of Incorporation of Mammoth Lakes Housing, Inc., attached hereto as Exhibit A;

WHEREAS, the Board of the Corporation deems it to be in the best interest of the Corporation to amend the Bylaws of the Corporation in the form of the Amended and Restated Bylaws of Mammoth Lakes Housing, Inc., attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED that the Corporation shall change its name to "Eastern Sierra Community Housing, Inc.".

BE IT FURTHER RESOLVED, that the Corporation shall amend its Articles of Incorporation in the form of the Certificate of Amendment of Articles of Incorporation of Mammoth Lakes Housing, Inc., attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Corporation shall amend its Bylaws in the form of the Amended and Restated Bylaws of Mammoth Lakes Housing, Inc., attached hereto as Exhibit B.

BE IT FURTHER RESOLVED, that the Corporation shall have the Corporation enter into any and all necessary documents, including, but not limited to, notice letters and any and all certifications and documents necessary to change the name of the Corporation.

BE IT FURTHER RESOLVED, that Patricia Robertson, the Executive Director of the Corporation, shall be authorized and directed to execute any and all necessary documents, including, but not limited to, a certificate of amendment of articles of incorporation and the Amended and Restated Bylaws, notice letters, consents, and any and all other types of agreements, certificates or documents necessary to consummate the activities contemplated by this Resolution, and to take any and all further actions on behalf of the Corporation to change the name of the Corporation. All actions heretofore taken by Patricia Robertson on behalf of the Corporation that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all aspects.

PASSED AND ADOPTED this 3rd day of October, 2022.

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

President

EXHIBIT A

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION
OF MAMMOTH LAKES HOUSING, INC.

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION**

The undersigned certifies that:

1. I am the Executive Director of Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation.
2. Article I of the Articles of Incorporation of this corporation is amended as follows:
The name of the corporation is Eastern Sierra Community Housing, Inc.
3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors of the Corporation.
4. The corporation has no members.

We further declare, under penalty of perjury under the laws of the State of California, that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: _____

Patricia Robertson, Executive Director

EXHIBIT B
AMENDED AND RESTATED OF BYLAWS
OF MAMMOTH LAKES HOUSING, INC.

**AMENDED AND RESTATED
BYLAWS OF
MAMMOTH LAKES HOUSING INC.
A California Nonprofit Public Benefit Corporation**

ARTICLE 1.
NAME

Section 1.1 The name of this corporation is Eastern Sierra Community Housing, Inc. (the "Corporation").

ARTICLE 2.
OFFICES

Section 2.1 Principal Office. The principal office for the affairs of the Corporation is located at 587 Old Mammoth Road, # 4, P.O. Box 260, Mammoth Lakes, CA 93546. The board of directors of the Corporation (the "Board") may change the principal office from one location to another. Any change shall be noted in the records of the Corporation, or this Section may be amended to state the new location.

Section 2.2 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

ARTICLE 3.
MEMBERS

Section 3.1 No Members. The Corporation shall have no members. All corporate actions shall be approved by the Board in the manner provided in these Bylaws, except such actions as are authorized by these Bylaws without further Board approval. All rights that would otherwise rest in a corporation's members, if any, shall rest in the directors.

ARTICLE 4.
DIRECTORS

Section 4.1 General Corporate Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, the Corporation's activities and affairs shall be managed by, and all corporate powers shall be exercised under the direction of, the Board. The Corporation's purpose is to provide decent housing that is affordable to low-income and moderate-income persons. Subject to this purpose and in accordance with the purposes as set forth in the Articles of Incorporation of the Corporation, this Corporation will engage exclusively in charitable activities. For the purposes of Section 7.8 of these Bylaws, the service areas where the Corporation will conduct its charitable activities are the Counties of Alpine, Mono, and Inyo in the State of California.

Section 4.2 Specific Powers. Without prejudice to the general powers set forth in Section 4.1, but subject to the same limitations, the directors shall have the power to:

(a) Appoint and remove, at the pleasure of the Board, all the Corporation's officers, agents, and employees; prescribe powers and duties for them that are consistent with applicable law, the Corporation's articles of incorporation, and these Bylaws; and fix their compensation and require from them security for faithful performance of their duties;

(b) Change the principal office or the principal business office in California from one location to another; subject to the requirements of Section 7.8, cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country, and conduct its activities within or outside California; and designate any place within California or outside California for holding any meeting of the Board;

(c) Adopt or alter and use a corporate seal (to the extent desired by the directors);

(d) Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities; and

(e) Construct, operate, maintain, improve, buy, sell, convey, assign, mortgage, or lease any real estate and personal property necessary and incident to the provision of housing for low and moderate income persons in accordance with the Corporation's charitable purpose.

Section 4.3 Authorized Number of Directors. The authorized number of directors shall be up to nine (9), but not less than six (6).

Section 4.4 Compensation and Reimbursement of Directors. The directors shall not receive more than nominal compensation for attendance at meetings, and such nominal compensation shall be just and reasonable to the Corporation. In no event shall such nominal compensation be inconsistent with any applicable federal or state law or regulation governing the payment of directors. In addition, directors may be reimbursed for their expenditures on behalf of the Corporation.

Section 4.5 Restriction on Interested Persons as Directors. No more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, and/or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. Any violation of this Section 4.5 shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 4.6 Appointment and Term of Office of Directors.

(a) The term of office for each director shall be three (3) years but shall be extended automatically until such time as the Board appoints his or her successor.

(b) Appointment of directors shall take place annually at a regular meeting or a special meeting of the Corporation. If an annual meeting is not held or the directors are not elected at the annual meeting, the directors may be elected at any meeting of the board.

Section 4.7 Qualifications of Directors. The qualifications for the directors are as follows:

(a) The corporation intends that the Board shall collectively represent the corporation's various constituents and have a diversity of relevant backgrounds, cultures, skills, and professional or academic experience so as to enable the board to address the corporation's program areas and activities.

(b) To meet the requirements of, and otherwise qualify for, or be eligible as, a "Community Housing Development Organization" ("CHDO") as defined in 24 CFR 92.2, as may be amended from time to time (collectively, the "CHDO Requirements"), the qualifications of the directors are as follows: (a) at least one third (1/3) of the total number of sitting directors shall be residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations; (b) no more than one third (1/3) of the total number of sitting directors may be public officials, employees or members of a public entity, board or agency, or appointed by a public entity, board or agency; and (c) directors appointed by a public entity, board or agency may not appoint the remaining two thirds (2/3) of the directors.

(c) Two directors shall be elected officials from the Town of Mammoth Lakes and the County of Mono. Specifically, the directors shall consist of one member of the Town Council of Mammoth Lakes and one member of the Mono County Board of Supervisors.

Section 4.8 Vacancies on the Board. A vacancy shall be deemed to exist in the event that the actual number of sitting directors is less than the authorized number for any reason.

Section 4.9 Removal of Directors. The Board may remove any director from the Board with or without cause. Absence of a director from three (3) or more consecutive Board meetings shall constitute cause for removal.

Section 4.10 Resignations of Directors. Except as provided below, any director may resign by giving written notice to the president or secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board shall appoint a successor to take office as of the date when the resignation becomes effective. Except on notice to the Attorney General of California, no director may resign if the Corporation would be left without a duly appointed director.

Section 4.11 Filling Vacancies. Any vacancy on the Board shall be filled by Board appointment of a new Board member for the remaining term of the vacating Board member. To the extent a vacancy exists, and such vacancy causes the Board to no longer meet the requirement of Section 4.7(a) above that at least one-third (1/3) of the directors to be residents of low-income neighborhoods, other low income community residents, or be elected representatives of low income neighborhood organizations, then the Board shall appoint an individual so that the Board complies with the above requirements.

Section 4.12 No Vacancy on Reduction of Number of Directors. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term expires.

ARTICLE 5.

MEETINGS OF THE BOARD

Section 5.1 Meeting Time and Place. All meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting of the Board, except that closed sessions may be held when permitted by law.

Section 5.2 Meetings of the Board.

(a) Frequency. A regular meeting of the Board shall be held at least once a year at such time and place as shall be designated by the directors for the purpose of organization, election of officers, and the transaction of other business. The directors may, by resolution, increase the frequency of regular meetings.

(b) Notice. At least 72 hours before a regular meeting, an agenda containing a brief general description of each item of business to be transacted or discussed shall be posted at a location freely accessible to members of the public. The agenda shall include an opportunity for public testimony and specify the time and location of the regular meeting. No action shall be taken on any item not appearing on the posted agenda except as permitted by law.

(c) Brown Act. The Board shall conduct all meetings in accordance with the Ralph M. Brown Act and any other applicable provisions of law.

Section 5.3 Special Meetings. Special meetings of the Board may be called for any purpose and at any time by the president or upon the request of majority of the members of the Board by delivering written notice to each Director and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's Internet Web site. Notices must be delivered personally or by mail and must be received at least 24 hours before the time of such meeting as specified in the notice. The notice shall specify the time and place of the special meeting and the business to be transacted, describe the public's right to comment and shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public. No other business shall be considered at such meetings by the Board. Such written notice may be dispensed with as to any Board member who at or prior to the time the meeting convenes files with the secretary of the

Board a written waiver of notice. Such written notice may also be dispensed with as to any member who is actually present at the time it convenes.

Section 5.4 Adjourning Meetings. The Board may adjourn any meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all Board members are absent from any regular meeting or adjourned regular meeting the secretary (or acting secretary) of the Board may declare the meeting adjourned to a stated time and place and shall cause written notice of the adjournment to be given in the same manner as provided in Section 5.3 unless such notice is waived as provided in Section 5.3. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting failed to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Section 5.5 Waiver of Notice. Notice of a meeting need not be given to any director who either before or after the meeting signs a waiver of notice or a written consent to the holding of the meeting or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 5.6 Quorum. A majority of the authorized number of sitting directors on the Board shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be the act of the Board.

Section 5.7 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment to another time and place shall be given to the directors who were not present at the time of the adjournment.

Section 5.8 Meetings by Conference Telephone or Other Telecommunications Equipment.

(a) As authorized by Government Code Section 54953(b), as may be amended from time to time, the Board may use teleconferencing in connection with any meeting or proceeding authorized by law and within the Counties of Alpine, Inyo, and Mono. As defined by Government Code Section 54953(b)(4), "teleconference" means "a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both."

(b) In accordance with any provision of applicable Federal or State law or regulation to the contrary, as such may be amended from time to time, teleconferencing is available to all members of the Board so long as a quorum of the members of the Board

participate in the Board meeting from the same or different locations within the Counties of Alpine, Inyo, and Mono. As set forth in Government Code Section 54953(b), as may be amended from time to time, each teleconference location must meet all of the following requirements:

- (1) Be open to the public.
- (2) Be identified in the Board meeting notice and agenda.
- (3) Be posted with the Board meeting agenda.
- (4) Allow members of the public to address the Board.
- (5) Take all Board votes by roll call.
- (6) The Board shall conduct teleconference meetings in accordance with the Ralph M. Brown Act and any other applicable provisions of law.

Section 5.9 Committees of Directors. The Board may, by resolution, designate one (1) or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by majority vote of the Board. Any committee, to the extent provided in the Board's designating resolution, shall have all the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board or on any committee;
- (b) Fix compensation of directors for serving on the Board or any committee;
- (c) Amend or repeal these Bylaws;
- (d) Amend or repeal any resolution of the Board which is not by its express terms so amendable or repealable;
- (e) Appoint any other committees of the Board or the members of established committees;
- (f) Spend corporate funds to support a nominee for director after there are more people nominated for director than can be elected; and
- (g) Approve any self-dealing transaction, except as provided by Section 5233(d)(3) of the California Corporations Code.

Section 5.10 Committee Meetings. Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of this Article IV concerning meetings of directors, with such changes in the context of such Bylaws as are necessary to substitute the committee and its members for the Board and its members. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may

adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws concerning meetings of directors.

Section 5.11 Standard of Care - General. A director shall perform the duties of a director, including duties as a member of any committee of the Board on which the director may serve, in good faith, in a manner such director believes to be in the best interest of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the Corporation whom the director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants, or other persons as to matters which the director believes to be within such persons' professional or expert competence; or

(c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need thereof is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except in the case of a self-dealing director, as defined in Section 5233 of the California Corporations Code, a person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including (without limiting the generality of the foregoing) any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation, or assets held by it, are dedicated.

Section 5.12 Standard of Care - Investments. Except with respect to assets held for use or used directly in carrying out the Corporation's charitable activities, in investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing the Corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income as well as the probable safety of the Corporation's capital. The provisions of Section 4.23 shall apply to this Section 4.24.

The Board shall also comply with all additional standards, if any, imposed by the Corporation's articles of incorporation, these Bylaws, or the express terms of any instrument or agreement pursuant to which the assets were obtained by the Corporation.

Section 5.13 Self-Dealing Transactions. A self-dealing transaction is one (a) to which the Corporation is a party and (b) in which one or more of the directors has a material financial interest, either directly or because the transaction is between the Corporation and any entity in

which one or more of the Corporation's directors has a material financial interest. The Board shall not approve a self-dealing transaction unless:

- (a) The Corporation is entering into the transaction for its own benefit;
- (b) The transaction is fair and reasonable as to the Corporation at the time the Corporation entered into the transaction;
- (c) The Board's approval occurs prior to consummating the transaction or any part thereof, unless: (i) the Board's approval was not reasonably practicable to obtain prior to consummating the transaction; (ii) a committee or person authorized by the Board approves the transaction prior to its consummation; and (iii) the Board ratifies the transaction at its next meeting after determining that (i) and (ii) have been satisfied;
- (d) The Board's approval is made in good faith;
- (e) The Board's approval is made by a vote of a majority of the directors then in office without counting the vote of the interested director or directors;
- (f) The Board's approval is made with knowledge of: (i) the material facts concerning the transaction; and (ii) the interested director's or directors' interest in the transaction; and
- (g) After reasonable investigation, the Board has considered and in good faith determined after reasonable investigation under the circumstances that, under the circumstances, the Corporation could not have obtained a more advantageous arrangement with reasonable effort.

Section 5.14 Directors' Disclosures. All Directors shall file the California Fair Political Practices Commission Form 700 on an annual basis.

Section 5.15 Inspection. Every director shall, at his or her own expense, have the absolute right at any reasonable time during the business hours of the Corporation to inspect and copy all books, records, and documents, and to inspect the physical properties, of the Corporation.

ARTICLE 6. OFFICERS

Section 6.1 Officers of the Corporation. The officers of the Corporation shall be a president, a secretary, vice president of sales, and a treasurer. The Corporation may also have, at the Board's discretion, one or more vice presidents, one or more assistant secretaries, and one or more assistant financial officers. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer may serve concurrently as the president. Officers need not be Board members.

Section 6.2 Election of Officers. The officers of the Corporation, except those appointed under Section 6.3, shall be elected by the Board. Each officer, whether elected pursuant to this Section, or appointed by Section 6.3, shall serve at the pleasure of the Board.

Section 6.3 Other Officers. The Board may appoint or may authorize the president, or any other officer, to appoint any other officers that the Corporation may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or as determined by the Board.

Section 6.4 Removal of Officers. Any officer may be removed with or without cause by the Board, and if the officer was appointed by an officer, then also by the officer who appointed him or her.

Section 6.5 Resignation of Officers. Any officer may resign at any time by giving written notice to the president or secretary of the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall not affect the rights, if any, of the Corporation under any contract to which the officer is a party. Nor shall the resignation of any officer from the office he or she holds affect his or her position as a director of the Corporation. However, an officer's resignation as a director pursuant to Section 4.10 shall automatically constitute resignation as an officer upon the effective date of resignation as a director.

Section 6.6 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office; provided, however, vacancies may be filled as they occur.

Section 6.7 Reimbursement of Expenses. The Corporation shall provide reimbursement for monies expended on behalf of the Corporation by its officers.

Section 6.8 President. The president shall preside at meetings of the Board and shall exercise and perform such other powers and duties as may from time to time be assigned to the president by the Board. Subject to the control of the Board, and to the extent the Corporation does not have an employee of the Corporation serving as the general manager, then the president shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers.

Section 6.9 Vice Presidents. If the president is absent or disabled, the vice presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a vice president designated by the Board, shall perform all duties of the president. When so acting, a vice president shall have all powers of and be subject to all restrictions on the president. The vice presidents shall have such other powers and perform such other duties as the Board or these Bylaws may prescribe.

Section 6.10 Vice President of Sales. The vice president of sales shall hold a California Real Estate Broker license and is responsible for the supervision and control of the activities

requiring a California Real Estate Broker license which are conducted on behalf of the Corporation by its officers and employees. The vice president of sales shall have such other powers and perform such other duties as from time to time may be prescribed by the Board.

Section 6.11 Secretary. The Executive Director of the Corporation shall serve as the secretary of the Corporation. The secretary shall have the following duties:

(a) The secretary shall keep, or cause to be kept, at the Corporation's principal office, or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall be certified by the secretary and shall include the time and place that each meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized and the notice given.

(b) The secretary shall keep or cause to be kept, at the Corporation's principal office, a copy of the Corporation's articles of incorporation and these Bylaws, as amended to date.

(c) The secretary shall give or cause to be given notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. To the extent applicable, the secretary shall keep the corporate seal in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

(d) Nothing in this Section shall be deemed to prohibit the Corporation from causing an employee of the Corporation to assist the secretary in the performance of the duties set forth above, or otherwise performing such duties in conjunction with the secretary.

Section 6.12 Treasurer. The treasurer shall have the following duties:

(a) The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's funds, properties, and transactions. The treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, these Bylaws, or the Board. The books of account shall be open to inspection by any director at all reasonable times during the business hours of the Corporation.

(b) The treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; shall disburse the Corporation's funds as the Board may order; shall render to the president and the Board, when requested, an account of all transactions and of the financial condition of the Corporation; and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

(c) Nothing in this Section shall be deemed to prohibit the Corporation from causing an employee of the Corporation to assist the treasurer in the performance of the duties set forth above, or otherwise performing such duties in conjunction with the treasurer.

ARTICLE 7.
MISCELLANEOUS

Section 7.1 Fiscal Year. The fiscal year of this Corporation shall end each year on June 30.

Section 7.2 Corporate Seal. This Corporation may have a seal, which shall be specified by resolution of the Board; provided, however, unless and until the Corporation is obligated to have a seal by applicable law, the Board shall determine if the Corporation shall have a seal. The seal may be affixed to any corporate instruments, as directed by the Board or any of its officers, but failure to affix it shall not affect the validity of the instrument.

Section 7.3 Contracts, Agreements, and Checks. All contracts or agreements entered into on behalf of the Corporation, and checks payable by the Corporation, shall be authorized, and executed by such individuals as provided in a resolution duly adopted by the Board.

Section 7.4 Indemnification. The Corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law against all expenses, judgments, fines, and other amounts actually and reasonably incurred by them in connection with any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

In all cases where indemnification is sought, the Corporation shall be subject to the restrictions and requirements contained in Section 5238 of the California Corporations Code.

Section 7.5 Insurance. The Board may adopt a resolution authorizing the purchase of insurance on behalf of any director, officer, employee, or agent of the Corporation against any liability asserted against or incurred by the director, officer, employee, or agent in such capacity or arising out of the director's, officer's, employee's, or agent's status as such, whether or not this Corporation would have the power to indemnify the director, officer, employee, or agent against that liability under law, to the extent such insurance is commercially available and is economically feasible for the Corporation to purchase such insurance.

Section 7.6 Annual Audit to Directors. The Board shall cause an annual financial audit to be prepared and sent to the directors within one hundred twenty (120) days after the end of the Corporation's fiscal year. That audit shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including trust funds, of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted for particular purposes, for the fiscal year; and

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

Section 7.7 Annual Statement of Certain Transactions. As part of the annual audit to the directors pursuant to Section 7.6, the Corporation shall annually furnish a written statement to all directors that lists covered transactions in which the Corporation, or any subsidiary was a party and in which any director or officer of the Corporation (or a member of the director's or officer's immediate family, as defined in Section 4.26 above), or any subsidiary of the Corporation had a direct or indirect material financial interest. A mere common directorship is not a material financial interest. For the purpose of this Section, covered transactions required to be reported are any transaction during the previous fiscal year: (i) involving more than Fifty Thousand Dollars (\$50,000); or (ii) which was one of a number of transactions in which the same interested person had a direct or indirect material financial interest, and which in the aggregate involved more than Fifty Thousand Dollars (\$50,000). The statement prepared pursuant to this Section shall contain the following information:

- (a) A brief description of the covered transaction;
- (b) The names of the interested person or persons;
- (c) A brief description of the person's or persons' relationship to the Corporation; and
- (d) A brief description of the nature of the person's or persons' interest in the transaction, and, where practicable, the amount of such interest. (In the case of a transaction with a partnership in which such a person is a partner, only the interest of the partnership need be stated.)

The statement prepared pursuant to this Section shall also briefly describe the amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year to any current or former officer or director of the Corporation pursuant to Section 7.4.

Section 7.8 CHDO Requirements. The Board shall cause the Corporation to meet the requirements of, and otherwise qualify for, or be eligible as, a CHDO, including, but not limited to, taking such actions necessary to provide a formal process for low-income program beneficiaries to advise the Corporation on design, location of sites, development and management of affordable housing as such process shall be established, and as may be amended from time to time, by a resolution duly adopted by the Board. Such process may include creating or appointing an advisory committee, members of which may participate in discussions and review materials, provided, however, such advisory committee members may not vote on any matter that binds the Corporation or exercise any of the powers or authority of the Board. Service as a member of such an advisory committee shall not preclude such person from being elected to the Board and serving as a director of the Corporation. In accordance with the CHDO Requirements, the service area where the Corporation will conduct its charitable activities are Alpine, Inyo, and Mono Counties in the State of California.

Section 7.9 Capacity. Key staff members of the Corporation will be paid and will have the knowledge, skills, and experience necessary to undertake eligible CHDO set-aside projects. During the first year of the Corporation's existence, the Corporation may use paid consultants in lieu of staff members.

Section 7.10 Electronic Transmission. Subject to any guidelines and procedures that the Board may adopt from time to time, the terms "written", and "in writing" as used in these Bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means and may include electronic transmissions, such as facsimile or email, provided that: (i) for electronic transmissions from the Corporation, the Corporation has obtained an unrevoked written consent from the recipient to the use of such means of communication; (ii) for electronic transmissions to the Corporation, the Corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

Section 7.11 Amendment of Bylaws. These Bylaws may be amended or repealed and new Bylaws adopted by the vote of a majority of the members of the Board. Such amended or newly adopted Bylaws shall take effect immediately.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting secretary of Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation (the "Corporation");

(2) That the foregoing Third Amended and Restated Bylaws, comprising thirteen (13) pages, constitute the Bylaws of the Corporation as duly ratified by action of the Board of Directors of the Corporation duly taken on _____, 2022; and

(3) That the foregoing Third Amended and Restated Bylaws, amend and restate, in their entirety, all bylaws, as may have been amended from time to time, previously adopted by the Board of Directors of the Corporation, and that all such previous bylaws are of no further force or effect, and have been replaced by the foregoing Amended and Restated Bylaws.

IN WITNESS THEREOF, I have hereunto subscribed my name, this ____ day of _____, 2022.

_____, Secretary

Mammoth Lakes Housing, Inc.
Statement of Financial Position
For the Quarter Ending Jun 30, 2022

	<u>9/30/2021</u>	<u>12/31/2021</u>	<u>3/31/2022</u>	<u>6/30/2022</u>	<u>Change from Prior Quarter</u>
Cash	756,441	720,149	699,353	755,160	55,807
A/R	(2,612)	(20,367)	85,973	6,298	(79,675)
Prepaid Insurance	793	9,630	21,770	13,805	(7,965)
Fixed Assets	359,980	359,980	359,980	359,980	-
Accum Depr & Amort.	(410,857)	(412,579)	(414,301)	(416,023)	(1,722)
HBA-CalHome Loans	40,678	40,248	39,816	39,380	(436)
<u>Rental Property</u>					
238 Sierra Manor Road	1,253,036	1,253,036	1,253,036	1,253,036	-
238 Sierra Manor Road-CIP	257,455	261,455	261,455	275,212	13,757
Meridian Court	150,000	150,000	150,000	150,000	-
Star Apartments	872,867	872,867	872,867	872,867	-
Total Rental Property	2,533,357	2,537,357	2,537,357	2,551,114	13,757
<u>Investments in LLCs</u>					
Valley Apts LLC	-	-	-	10,025	10,025
SHA	14,370	45,127	33,709	35,109	1,400
Innsbruck Lodge LLC	-	-	7,850	74,525	66,675
Total Investments in LLCs	14,370	45,127	41,559	119,659	78,100
Total Assets	3,292,150	3,279,546	3,371,507	3,429,373	57,866
<u>Current Liabilities</u>					
Rent Deposits	11,389	11,389	11,389	9,639	(1,750)
Compensated Absenses	6,409	6,409	6,409	6,409	-
PR Taxes & Retirement Liabilities	(6,186)	1,447	(8,555)	(1)	8,554
Deferred Emergency Rent Assistance	-	-	-	-	-
	11,612	19,246	9,244	16,047	6,804
<u>LT Liabilities</u>					
Alper Enterprises L.P.	473,326	464,716	456,020	447,236	(8,784)
TOML Note Pay. 1829 OMR	853,600	853,600	853,600	853,600	-
Oak Valley Loan - #4	95,156	92,977	90,766	88,552	(2,214)
	1,422,082	1,411,292	1,400,385	1,389,388	(10,998)
Total Liabilities	1,433,694	1,430,538	1,409,629	1,405,435	(4,194)
<u>Net Assets</u>					
Net assets - MLH risk reserve	160,000	160,000	160,000	160,000	-
Reserve for STAR Apartments	66,615	66,615	66,615	74,177	7,562
Reserve for 238 Sierra Manor Rd	128,301	128,301	193,358	181,128	(12,230)
Reserve for 238 Sierra Manor Rd - Operating Reserve	-	-	-	60,000	60,000
Reserve for CalHome Program Reuse	53,295	54,030	54,030	55,500	1,470
Unrestricted	1,450,246	1,440,062	1,487,875	1,493,133	5,258
Total Net Assets	1,858,457	1,849,008	1,961,878	2,023,938	62,060
Total Liabilities & Net Assets	3,292,150	3,279,546	3,371,507	3,429,374	57,867

Mammoth Lakes Housing, Inc.

Statement of Activities

For the Quarter Ending Jun 30, 2022

	<u>Q1</u> <u>Jul - Sep 21</u>	<u>Q2</u> <u>Oct - Dec 21</u>	<u>Q3</u> <u>Jan - Mar 22</u>	<u>Q4</u> <u>Apr - Jun 22</u>	<u>Total</u> <u>FY 2022</u>	<u>Total Budget</u> <u>FY 2022</u>	<u>Act \$</u> <u>vs. Budget</u>	<u>Act as %</u> <u>of Budget</u>
Operations Income (non HBA)								
Revenue								
Application Revenue	100	125	300	275	800	550	250	145%
BRIDGE Reimbursement	-	-	39,810	-	39,810	-	39,810	0%
Broker Commissions	-	11,750	21,350	6,500	39,600	-	39,600	0%
Contributions-Unrestricted	2,775	2,780	2,625	3,925	12,105	1,000	11,105	1211%
Contributions-Restricted	5,200	1,210	35,340	21,342	63,092	-	-	-
Contributions- In Kind	-	-	-	-	-	-	-	-
County Contract Income	-	-	923	-	923	-	923	0%
Contract Income - Other	-	-	-	13,730	13,730	15,900	-	-
Developer Fee	-	-	-	-	-	-	-	0%
Emergency Rent Assistance	54,822	-	-	-	54,822	-	-	-
Grants - Administration	26,531	12,061	72,019	12,550	123,162	49,500	73,662	249%
HBA Loan Payoff Pass Through	-	-	-	-	-	-	-	0%
Misc. Revenue	-	750	500	-	1,250	-	1,250	0%
Town-Contract Services	84,000	84,000	84,000	84,000	336,000	346,500	(10,500)	97%
Refunds/Reimbursements	9	235	10	150	404	-	404	0%
Property Mgmt Income	6,898	6,898	6,898	6,898	27,590	27,591	(1)	100%
Stipend	-	-	-	-	-	-	-	0%
Total Revenue	180,335	119,808	263,775	149,370	713,287	441,041	272,246	162%
Expenses								
Bank Service Charges	(33)	-	223	18	208	-	208	0%
Board Development	-	(1,500)	-	5,500	4,000	5,000	(1,000)	80%
Deed Restriction Retention	(250)	11,542	3,213	4,627	19,132	28,000	(8,868)	68%
Deed Restriction-Property Selling Expenses	-	-	-	-	-	-	-	0%
Dues and Subscriptions	575	1,738	2,813	-	5,126	4,400	726	116%
Emergency Rent Relief	24,450	8,862	54,718	6,925	94,955	-	94,955	0%
HBA Loan Repayment Pass Thru	-	-	-	-	-	-	-	-
HOA Fees	756	1,135	2,269	1,362	5,522	4,538	984	122%
Insurance	2,589	2,603	2,603	2,603	10,399	11,146	(747)	93%
Interest Expense	996	963	931	928	3,817	3,980	(163)	96%
Licenses and Permits	300	-	30	425	755	600	155	126%
Marketing	1,102	725	521	282	2,629	4,500	(1,871)	58%
Meeting Expenses	-	-	-	-	-	1,800	-	-
Office Supplies & Equipment	3,616	1,399	1,872	1,931	8,818	10,200	(1,382)	86%
Payroll Expense	69,628	87,016	61,104	55,527	273,275	328,009	(54,734)	83%
Printing and Reproduction	381	-	-	-	381	1,000	(619)	38%
Professional Fees	10,650	11,019	8,044	10,305	40,017	74,600	(34,583)	54%
Project Costs:	-	-	-	-	-	-	-	0%
Property Taxes	-	386	-	-	386	545	(159)	71%
Publication	-	-	-	-	-	-	-	0%
Repairs	81	725	-	-	806	500	306	161%
Travel & Training	703	445	951	1,050	3,149	10,550	(7,401)	30%
Utilities	1,463	1,327	1,513	1,642	5,945	7,552	(1,607)	79%

The information contained and presented in this report is intended only for internal use by Mammoth Lakes Housing, Inc.

Mammoth Lakes Housing, Inc.

Statement of Activities

For the Quarter Ending Jun 30, 2022

	Q1 <u>Jul - Sep 21</u>	Q2 <u>Oct - Dec 21</u>	Q3 <u>Jan - Mar 22</u>	Q4 <u>Apr - Jun 22</u>	Total <u>FY 2022</u>	Total Budget <u>FY 2022</u>	Act \$ vs. Budget	Act as % of Budget
Total Expenses	117,009	128,385	140,804	93,124	479,321	496,920	(17,599)	96%
Net Operations Income	63,326	(8,577)	122,971	56,246	233,966	(55,879)	289,845	
Other Income								
CalHome Restricted Interest	309	306	302	299	1,216	1,790	(574)	68%
Rental Income					-			
238 Sierra Manor Rd	39,518	13,616	21,706	12,549	87,389	58,200	29,189	150%
Meridian Court	3,600	3,600	3,625	3,600	14,425	14,400	25	100%
Star Apartmtns	11,090	11,275	11,330	12,140	45,835	48,360	(2,525)	95%
Total Rental Income	54,208	28,491	36,661	28,289	147,649	120,960	26,689	122%
Total Other Revenue	54,517	28,796	36,963	28,588	148,865	122,750	26,115	121%
Other Expenses								
Depreciation	1,722	1,722	1,722	1,722	6,888	6,621	267	104%
Rental Expenses								
238 Sierra Manor Rd								
Rental Expenses	8,951	17,341	33,404	11,555	71,251	86,192	(14,941)	83%
LT Reserve	-	-	-	-	-	70,000		
238 Mgmt Fee	3,834	3,834	3,834	3,834	15,336	15,336	-	100%
Total 238 Sierra Manor Rd	12,785	21,175	37,238	15,389	86,587	171,528	(84,941)	50%
Meridian Court	785	1,089	2,694	1,121	5,689	23,864	(18,175)	24%
Star Apartments								
Rental Expenses	4,666	2,617	2,346	1,479	11,108	6,944	4,164	160%
LT Maint. Reserve	-	-	-	-	-	7,506		
STAR Asset Mgmt Fee	1,814	1,814	1,814	1,814	7,254	5,000	2,254	145%
STAR Mgmt Fee	1,250	1,250	1,250	1,250	5,000	7,254	(2,254)	69%
Total Star Apartments	7,729	5,681	5,410	4,543	23,362	26,704	(3,342)	87%
Total Rental Expenses	21,299	27,945	45,341	21,053	115,638	222,095	(118,057)	52%
Total Other Expenses	23,021	29,667	47,063	22,775	122,526	228,716	267	104%
Total Other Income	31,496	(871)	(10,100)	5,814	26,339	(105,966)	132,306	
Increase/(Decrease) in Net Assets	94,823	(9,448)	112,871	62,060	260,305	(161,845)	422,151	
Net Assets at Beginning of Period	1,763,634	1,858,457	1,849,009	1,961,879				
Net Assets at End of Period	1,858,457	1,849,009	1,961,879	2,023,939				

The information contained and presented in this report is intended only for internal use by Mammoth Lakes Housing, Inc.

Mammoth Lakes Housing, Inc.

Statement of Cash flow

For the Quarter Ending Jun 30, 2022

	<u>June 30, 2022</u>	
Increase/(Decrease) in Net Assets	\$	62,060
<u>Non Cash Operating Transactions</u>		
Depreciation	\$ 1,722	
A/R	\$ 79,675	
Prepaid Insurance	\$ 7,965	
Rent Deposits	\$ (1,750)	
Payroll Taxes & Retirement Liabilities	\$ 8,554	
Miscellaneous	\$ -	
Cash flow from Operations	\$	158,226
<u>Cash Flow from Investment Activities</u>		
HBA CalHome	\$ 436	
238 Sierra Manor Road-CIP	\$ (13,757)	
Investment in Valley Apts LLC	\$ (10,025)	
Investment in SHA LLC	\$ (1,400)	
Investment in Innsbruck Lodge LLC	\$ (66,675)	
Cash Flow from Investment Activities	\$	(91,421)
<u>Cash Flow from Financing Activities</u>		
Alper Enterprises L.P.	\$ (8,784)	
OVCB #4 Loan	\$ (2,214)	
	\$ -	
Cash Flow from Financing Activities	\$	(10,998)
Net change in Cash	\$	55,807
Cash at Mar 31 2022	\$	699,353
Cash at Jun 30 2022	\$	755,160

Sierra Housing Advocates, LLC.
Statement of Financial Position
For the Quarter Ending Jun 30, 2022

	<u>9/30/2021</u>	<u>12/31/2021</u>	<u>3/31/2022</u>	<u>6/30/2022</u>	<u>Change from Prior Quarter</u>
Cash	40,425	40,425	40,425	40,425	-
Town Bridge Program Properties					
La Vista Blanc #65	-	-	491,902	491,902	-
SJV #C5	-	493,942	493,942	493,942	-
Total Town Bridge Program Properties	-	493,942	985,843	985,843	-
Rental Properties					
40 Willow Ave #5 (Birch Creek)	-	-	875	1,961	1,086
Total Assets	40,425	534,367	1,027,143	1,028,229	1,086
Other Current Liabilities					
Rent Deposit	-	-	-	400	400
Due to MLH for Town Bridge Program	-	37,538	52,208	52,208	-
Total Other Current Liabilities	-	37,538	52,208	52,608	400
TOML Deeds of Trust					
TOML Deed La Vista Blanc #65	-	-	489,000	489,000	-
TOML Deed SJV #C5	-	464,630	464,630	464,630	-
Total TOML Deeds of Trust	-	464,630	953,630	953,630	-
<u>Net Assets</u>					
Members Equity	-	(7,081)	(17,083)	(16,748)	336
Unrestricted Net Assets	40,425	39,280	38,388	38,738	350
Total Net Assets	40,425	32,199	21,305	21,991	686
Total Liabilities & Net Assets	40,425	534,367	1,027,143	1,028,229	1,086

Sierra Housing Advocates, LLC.

Statement of Activities

For the Quarter Ending Jun 30, 2022

	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Total</u>
	<u>Jul - Sep 21</u>	<u>Oct - Dec 21</u>	<u>Jan - Mar 22</u>	<u>Apr - Jun 22</u>	<u>FY 2022</u>
Operations Income (non HBA)					
Revenue					
Rental Revenue	-	-	-	700	700
Sale of Property	-	-	-	-	-
Cost of Unit Sold	-	-	-	-	-
Total Revenue	-	-	-	700	700
Expenses					
238 Sierra Manor Road	-	-	-	-	-
Deed Restriction Retention					
Property Acquisition Expenses	-	1,145	891	-	2,036
Property Selling Expenses	-	-	-	-	-
Deed Restriction Retention-Other	-	-	-	-	-
Total Deed Restriction Retention	-	1,145	891	-	2,036
HOA Fees	-	-	-	350	350
Insurance	-	-	-	-	-
Interest Expense	-	-	-	-	-
LLC FTB Taxes and Fees	800	-	-	-	800
Professional Fees	-	-	-	-	-
Property Taxes	-	-	-	-	-
Repairs and Maintenance	-	-	-	-	-
Total Expenses	800	1,145	891	350	3,186
Net Operations Income	(800)	(1,145)	(891)	350	(2,486)
Other Expenses					
Depreciation	-	-	-	-	0
Total Other Expenses	-	-	-	-	-
Total Other Income	-	-	-	-	-
Increase/(Decrease) in Net Assets	(800)	(1,145)	(891)	350	(2,486)
Net Assets at Beginning of Period	41,225	40,425	39,280	38,389	
Net Assets at End of Period	40,425	39,280	38,389	38,739	

Sierra Housing Advocates, LLC.

Statement of Cash flow

For the Quarter Ending Jun 30, 2022

	<u>June 30, 2022</u>	
Increase/(Decrease) in Net Assets	\$	350
<u>Non Cash Operating Transactions</u>		
Depreciation	\$	-
Rent Deposit	\$	400
Prepaid Expenses	\$	-
Cash flow from Operations	\$	750
<u>Cash Flow from Investment Activities</u>		
Birch Creek Condo	\$	(1,086)
Members Equity	\$	336
Unrestricted Net Assets	\$	-
	\$	(750)
<u>Cash Flow from Financing Activities</u>		
Mono County Revolving Loan	\$	-
TOML Deed of Trust for La Vista Blanc #65	\$	-
	\$	-
Net change in Cash	\$	-
Cash at Mar 31 2022	\$	40,425
Cash at Jun 30, 2022	\$	40,425



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: MLH Programs Update

Presented by: Patricia Robertson, Executive Director

Rental Unit Turnover from June – September

- 7/23 – 60% 2-bd (AV)
- 8/6 – 60% 3-bd (Jeffries)
- 8/27 – 60% 2-bd (AV)

Deed Restriction Retention

- Meridian Court buy-back completed DATE, needs paint
- Processing numerous applications for ownership
 - Numerous reasons to clients not working out:
 - Unit preference (need garage, prefer top floor, need 2 parking spaces, etc.
 - DACA – can't get an FHA loan in a property that allows nightly rentals
 - Interest rates nearing 7%
 - No down payment assistance available

Land Trust Expansion – Town of Mammoth Lakes Bridge Program

Marketing

MLS

Chamber e-newsletter

MLH website and e-newsletter

Social media

Fliers

Emails to Town/County staff

*Thank you so much for everything.
We are so grateful for this
program. Had it not been for this
program we would not have been
able to become homeowners in this
town. I have been with the county
for 10 years and now being a
homeowner because of this
program in this town, I feel as
though I can actually retire from
the job that I love and continue to
serve my community. Thank you
again.*

1. Meridian Court G-101
 - a. Town-owned
 - b. 3-bedroom, 2-bath
 - c. Minor repairs coordinated
 - d. Sold to eligible buyer on 5/31**

2. SJV C-5 unit
 - a. Closed escrow to MLH 11/8
 - b. Needed repairs
 - i. Sell furniture - complete
 - ii. Paint – complete
 - iii. Carpet – complete
 - iv. Windows – complete
 - v. Minor repairs – complete
 - c. Sold to eligible buyer on 4/14**

3. La Vista Blanc #65
 - a. 2-bedroom, 1-bath
 - b. Closed to MLH 2/2
 - c. Minor repairs – sliding glass door – pending
 - d. CURRENTLY AVAILABLE**

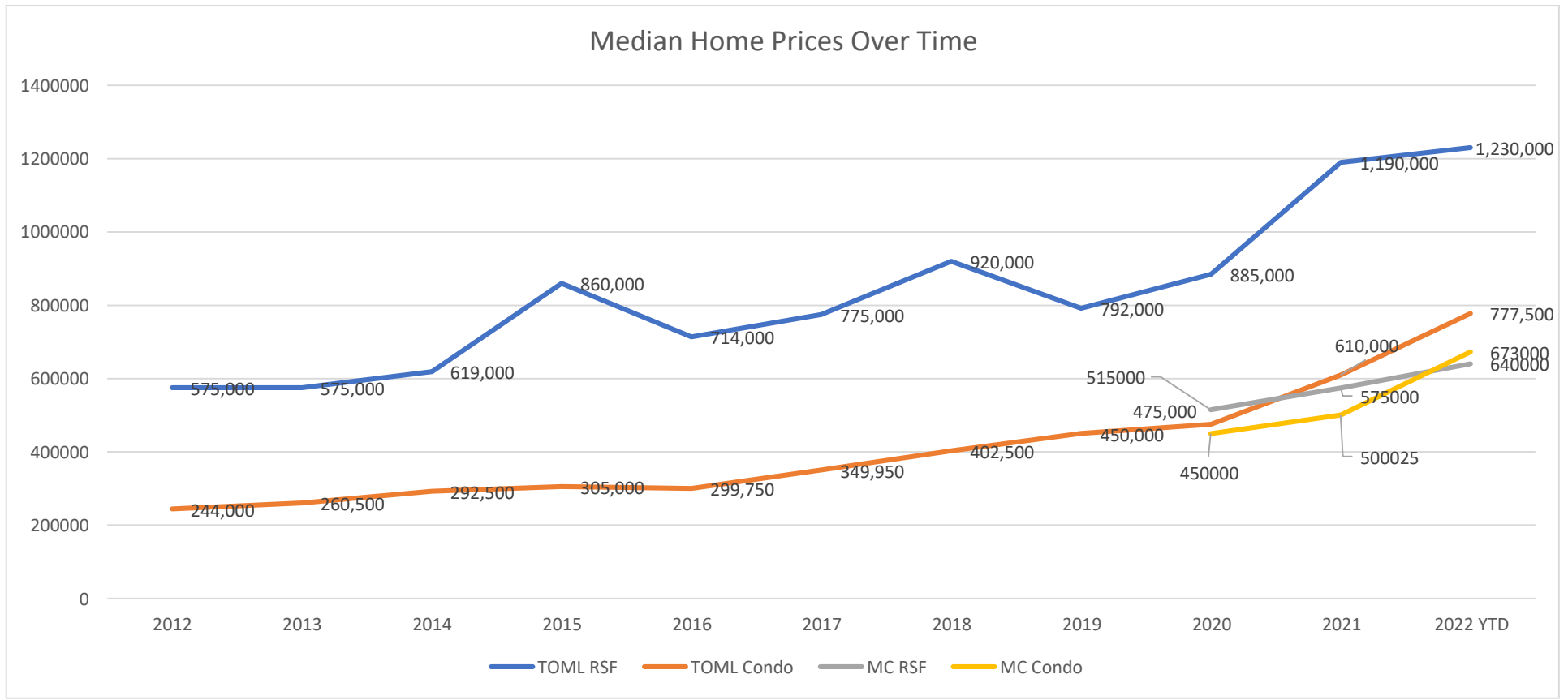
4. Meridian Court F-203
 - a. Town-owned
 - b. 1-bedroom, 1-bath
 - c. Showed to multiple clients
 - d. CURRENTLY AVAILABLE**

5. Meridian Court C-201
 - a. Town-owned
 - b. 1-bedroom, 1-bath
 - c. Showed to multiple clients
 - d. CURRENTLY AVAILABLE**

Mortgage Assistance Programs

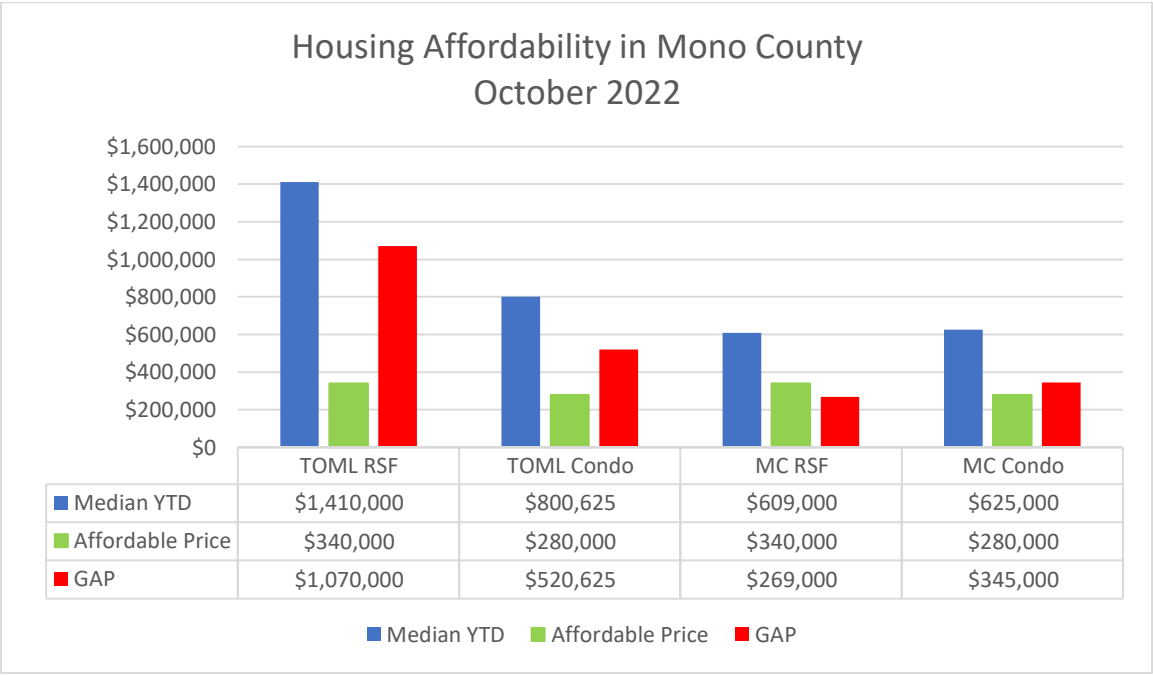
Jurisdiction	Funding Source	AMI	~ Funds Available	Notes
Town	CDBG	80%		<i>Will submit in next round</i>
Town	HOME Reuse	80%		FROZEN ~\$100,000
Town	BEGIN Reuse	120%	\$0	Available at specific complexes
Town	Local	120%		<i>Pending funding</i>
Mono County (2 applicants in process)	HOME	80%	\$455,800	FROZEN Expires February 2, 2023
Mono County + Town	CalHome	80%		Set-up in process

MEDIAN HOME PRICES



*MC RSF numbers do not include manufactured homes. If included, it drops the median price YTD.

% INCREASE OVER 2020			
MC Condo up	35%	Town Condo up	27%
MC RSF up	11%	Town RSF up	3%



*Assumptions: 6.8% interest, \$400 personal debt, \$500 HOA, 5% down (with PMI);
 120% AMI household of 4

Other Grants

1. Access Apartments
 - a. HOME - \$4.4M
 - b. CDBG - \$3M
 - c. Whole Person Care
 - d. Working through financial closing

2. Project Homekey
 - a. \$4.56M
 - b. AWARDED
 - c. Standard Agreement revision
 - d. 100% plans received
 - e. Waiting on GC bids

3. CalHome – Submitted November 2021
 - a. OVER-SUBSCRIBED BY \$67M
 - b. Applied for Mortgage Assistance and Rehab (including ADU Loans)
 - c. Mono County, \$981,000; AWARDED

Work Items Completed

- Town contract renewed
- Mono County Navigator contract approved
 - Recruitment in process
- Filled Board vacancy

Work Items Currently Ongoing

- **Projects (Innsbruck and Access)**
- **Fundraising for 238 SMR: \$67,712**
 - Coffee sleeve co-lab with Stellar Brew and MLT LAUNCHED
- 20th Anniversary Rebranding/Marketing
 - Board renaming workshop
 - Marketing Committee review logo designs
- Mono County Social Services TA on service coordination
- Real Estate Acquisitions (various states of completion):
 - Valley Apartments
 - Escrow is open
 - Now move to negotiations with HCD on loan terms
 - Birch Creek Condo
 - Escrow closed June
 - Operating Reserve \$30,000 from CESH funds – pending
 - Replacement Reserve for rehab \$30,000 – received
 - Glass Mountain
 - Pending LOI with IMACA
 - Silver Peaks
 - Partnership Agreement finalized
 - Waiting on MHP award announcement
- Continuum of Care transitions with IMACA
- Coordinate with HUD to get MLH approved for homeownership programs
- CHDO renewal in progress
- Hiring 2 full-time positions – Housing Navigators – interviews, etc.
- Home Keeper Database data entry
- Coordination on MLH/Town Joint Meeting 10/5

Upcoming Work Program Items

- Broker's License = 9 courses, 45 hours each
 - 4 courses completed

Upcoming Agenda Items

- 2021 Annual Report
- Home Keeper Deed Restriction Database Software presentation
- Strategic Investments for Developer Fees
- Advocacy goals for MLH and individual Board members



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: Committee Reports

Presented by: Various Committee Members

CURRENT COMMITTEE APPOINTMENTS	
Governance Kirk Stapp Jennifer Kreitz Agnes Vianzon	Diversity, Equity, & Inclusion
Programs & Housing Development Tom Hodges Jennifer Kreitz Brian D’Andrea	Marketing & Communications Tony Perkins Agnes Vianzon Lindsay Barksdale
Chamber Steering Committee Tom Hodges	Board Nominations Committee Heidi Steenstra Tom Hodges
ED Evaluation Committee Brian D’Andrea Sarah Nuttall Tony Perkins	Fundraising for Access Apartments Heidi Steenstra Lindsay Barksdale Jennifer Kreitz Brian D’Andrea Michelle Weltig



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

Subject:

Board Member Reports

This is the time set aside during the meeting for reports from individual members of the Board of Directors
