



# EASTERN SIERRA COMMUNITY HOUSING

FORMERLY



MAMMOTH LAKES HOUSING, INC.

## Eastern Sierra Community Housing Board Agenda

Monday, January 8, 2024, 6:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Board

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

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

NOTE: Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Town Offices located at 437 Old Mammoth Road, Suite 230 during normal business hours. Such documents are also available on the Town of Mammoth Lakes website at [www.townofmammothlakes.ca.gov](http://www.townofmammothlakes.ca.gov) subject to staff's ability to post the documents before the meeting.

NOTE: You may attend this meeting in person, or watch it 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. Public comments may be submitted to the Executive Director at [patricia@eschousing.org](mailto:patricia@eschousing.org) or [clerk@townofmammothlakes.ca.gov](mailto:clerk@townofmammothlakes.ca.gov) or they may be made via Zoom or in person in Suite Z.

### 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

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**1. Call to Order**

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

**Board Member Brian D'Andrea will attend this meeting remotely from the following address:  
1000 Corporate Pointe, Suite 200 Culver City, CA 90230**

**Board Member Tony Perkins will attend this meeting remotely from the following  
address: Best Western Plus Hacienda Hotel Old Town- Business Center, 4041 Harney St,  
San Diego, CA 92110**

**2. Public Comments**

This is the established time for any member of the public wishing to address the Eastern Sierra Community Housing 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 President for the opportunity to be heard when the item comes up for consideration. Public comments may be submitted to the Executive Director at [patricia@eschousing.org](mailto:patricia@eschousing.org) or [clerk@townofmammothlakes.ca.gov](mailto:clerk@townofmammothlakes.ca.gov) before or during the meeting, may be made in person in Suite Z or by "Raising your hand" in Zoom.

**3. Consent Agenda**

**3.1 Approval of the Minutes from the December 11, 2023 Regular Board Meeting**

**4. Policy Matters**

**4.1 The Board will elect a new President.**

**4.2 The Board will elect a new Vice President.**

**4.3 The Board will elect a new Treasurer.**

**4.4 The Board will receive a draft of the 2024 Strategic Plan and provide feedback.**

**4.5 Approve Agreement between the Town of Mammoth Lakes and Mammoth Lakes Housing to provide \$2.2 Million in funding for Access Apartments Project.**

**4.6 The Board will receive an analysis of options for partnering on housing solutions in the unincorporated area of Mono County.**

**4.7 The Board will consider the merits of a partnership with CardConnect's Chipin program to accept a portion of credit card processing fees from local participating businesses on an ongoing basis.**

**4.8 The Board will receive research on State and local requirements for ADU/JADUs.**

**4.9 The Board will consider approval of the contract for services with Inyo County for their Rehab and ADU program funded through the Permanent Local Housing Allocation Program under grant agreement 2240-PLHA-17669.**

- 4.10 The Board will receive an update on the Innsbruck Lodge Project Homekey conversion.
- 4.11 The Board will receive an update on the Access Apartments project.
- 4.12 MLH Programs Update.

5. **CLOSED SESSION**

- 5.1 Pursuant to Government Code Section 54957, the Board will hold a closed session to consider the evaluation of performance of an employee, title: Executive Director.
- 5.2 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 will be taken.

- 6. Consideration of merit pay increase for the Executive Director based on the Performance Evaluation conducted by the Board of Directors in accordance with organization's policy, as well as consideration of a cost-of-living increase.
- 7. Board Member Reports
- 8. Adjourn



EASTERN SIERRA  
**COMMUNITY HOUSING**

FORMERLY



**Eastern Sierra Community Housing Board**  
**Regular Meeting Minutes**

**December 11, 2023, 6:00 p.m.**  
**437 Old Mammoth Road, Suite Z, Mammoth Lakes**

Members Present: President Kirk Stapp, Vice President Tom Hodges, Treasurer Lindsay Barksdale, Board Member Jennifer Kreitz, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, Board Member Sarah Nuttall, Board Member Amanda Rice

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**1. Call to Order**

President Kirk Stapp called the meeting to order at 6:04 p.m. in the Council Chamber at 437 Old Mammoth Road, Suite Z, Mammoth Lakes, CA 93546.

Board Member Sarah Nuttall reported that she would participate in the meeting remotely under the "Just Cause" provisions of AB 2449 due to illness.



## 2. **Public Comments**

DeChambeau Creek Foundation Paul McFarland Program Officer spoke about the purpose of the Foundation and requested to be added to a future agenda along with representatives from the Mono Basin Housing Working Group to discuss potential partnerships to establish a housing trust focused on the unincorporated areas of Mono County.

New Mammoth resident Matt Johnson introduced himself and said that he wanted to get involved in the community and volunteer where he could, and was here tonight to learn more about the organization.

Board Member Tony Perkins joined the meeting at 6:08 p.m.

## 3. **Consent Agenda**

Moved by Board Member Amanda Rice

Seconded by President Kirk Stapp

Approve the Consent Agenda.

For (8): President Kirk Stapp, Vice President Tom Hodges, Treasurer Lindsay Barksdale, Board Member Jennifer Kreitz, Board Member Heidi Steenstra, Board Member Brian D'Andrea, Board Member Sarah Nuttall, and Board Member Amanda Rice

Abstain (1): Board Member Tony Perkins

Carried (8 to 0)

### 3.1 **Approval of the Minutes from the November 6, 2023 Regular Board Meeting.**

## 4. **Policy Matters**

### 4.1 **The Board will receive an update from Buckingham Property Management on the status of 22/23 winter repairs, ongoing maintenance, manager transitions, etc. at our Limited Partnership properties.**

Executive Director Patricia Robertson said that this item was to update the Board on the status of capital improvements and repairs to the Aspen Village Apartments, Manzanita and Jeffreys projects after last winter's storm, as well as to receive an update regarding staffing transitions with

Buckingham Property Management. Ms. Robertson introduced Buckingham Property Management Regional Supervisor Jennie Reed

Ms. Reed provided an update on repairs and maintenance at the properties that they managed for ESCH and discussed their current staffing issues in Mammoth.

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

**4.2 The Board will receive an update on the 20th Anniversary rebranding efforts.**

Housing Navigator Olya Egorov outlined the information in the staff report.

There was discussion between staff and members of the Board.

**4.3 The Board will receive a draft of the 2024 Strategic Plan.**

Housing Navigator Olya Egorov and Executive Director Patricia Robertson outlined the information in the staff report.

The Board went into recess at 6:42 p.m.

The Board reconvened at 6:51 p.m.

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

Staff was given direction to bring this item back at a future meeting with updated materials.

**4.4 The Board will consider and potentially approve appointments to the Diversity, Equity, and Inclusion Committee.**

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

There was discussion between staff and members of the Board.

Moved by Board Member Amanda Rice

Seconded by Board Member Jennifer Kreitz

Appoint Board Member Heidi Steenstra to the Diversity, Equity, and Inclusion Committee.

For (9): President Kirk Stapp, Vice President Tom Hodges, Treasurer Lindsay Barksdale, Board Member Jennifer Kreitz, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, Board Member Sarah Nuttall, and Board Member Amanda Rice

Carried (9 to 0)

**4.5 The Board will consider approval of the contract for services with Inyo County for their Rehab and ADU program funded through the Permanent Local Housing Allocation Program under grant agreement 2240-PLHA-17669**

Executive Director Patricia Robertson outlined the information in the draft contract for services with Inyo County for their Rehabilitation and Accessory Dwelling Unit (ADU) program funded through the Permanent Local Housing Allocation Program under grant agreement 2240-PLHA-17669 and provided background information on the program.

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

Staff was given direction to review the comments made by the Board this evening, go back to the County to request an updated draft of the contract and bring it back to the Board with the draft guidelines and an analysis of what they said about ADUs and their restricted uses, and compare that to what the funding source requires and any other relative State laws relative to ADUs.

**4.6 The Board will receive an update on the Innsbruck Lodge Project Homekey conversion.**

Project and Program Associate Erik Guzman and Executive Director Patricia Robertson outlined the information in the Innsbruck Lodge Update PowerPoint presentation.

There was discussion between staff and members of the Board.

**4.7 The Board will receive an update on the funding stack for Access Apartments and provide staff direction.**

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

PUBLIC COMMENT:

Town of Mammoth Lakes Town (TOML) Manager Dan Holler spoke about funding the Town had committed to this project, the discussion related to this project at the recent Town Council meeting, and other potential funding strategies.

TOML Acting Community and Economic Development Director Nolan Bobroff discussed the partnership between the Town and ESCH on this project.

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

CONSENSUS: There was consensus from the Board to move forward with this project with the budget as is and continue to pursue additional funding sources.

**4.8 The Board will consider approval of an Amendment to the Contract for Services with Kevin Daly Architects for design and engineering services related to the value-engineering process for Access Apartments in the amount of \$228,370.**

Executive Director Patricia Robertson outlined the information in the Proposal for Additional Design Services, Contract Amendment #3.

There was discussion between Ms. Robertson, Zen Development Consultants, LLC Owner's Representative for Mammoth Lakes Housing/ESCH Kevin Shirata, and members of the Board.

Moved by Board Member Jennifer Kreitz  
Seconded by Board Member Amanda Rice

Approve the Amendment to the Contract for Services with Kevin Daly Architects for design and engineering services related to the value-engineering process for Access Apartments in the amount of \$228,370 as presented and reviewed by legal counsel.

For (9): President Kirk Stapp, Vice President Tom Hodges, Treasurer Lindsay Barksdale, Board Member Jennifer Kreitz, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, Board Member Sarah Nuttall, and Board Member Amanda Rice

Carried (9 to 0)

**4.9 The Board will consider approval of a Contract for Services with Menemsha Development Group for pre-construction services for the Access Apartments project in the amount of \$25,000.**

Executive Director Patricia Robertson outlined the information in the amended Contract for Services for preconstruction services for the Access Apartments in the amount of \$25,360.

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

Moved by Board Member Heidi Steenstra  
Seconded by Board Member Jennifer Kreitz

Approve the amended Contract for Services with Menemsha Development Group for pre-construction services for the Access Apartments project in the amount of \$25,360 pending minor legal revisions.

For (9): President Kirk Stapp, Vice President Tom Hodges, Treasurer Lindsay Barksdale, Board Member Jennifer Kreitz, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, Board Member Sarah Nuttall, and Board Member Amanda Rice

Carried (9 to 0)

**4.10 The Board will receive an update regarding accounting and financial services.**

Executive Director Patricia Robertson reported that their bookkeeper and long-term accountant were phasing out. Ms. Robertson outlined the information in the Your Part Time Controller (YPTC) Proposal and discussed the need for assistance with data migration, and her search for bookkeeping services. She said that she would bring this item back at a later date with additional options.

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

**4.11 MLH Programs Update.**

Program and Project Associate Erik Guzman-Rangel, Housing Navigators Olya Egorov and Isaura Campo, and Executive Director Patricia Robertson outlined the information in the staff report.

There was discussion between staff and members of the Board.

CONSENSUS: There was consensus from the Board to reschedule the January 1st meeting to January 8th.

**5. CLOSED SESSION**

The Board went into closed session at 8:50 p.m.

**5.1 Pursuant to Government Code Section 54957, the Board will hold a closed session to consider the evaluation of performance of an employee, title: Executive Director.**

**5.2 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 will be taken.**

The Board reconvened from closed session at 9:48 p.m. and announced that there was no reportable action taken.

**6. Consideration of merit pay increase for the Executive Director based on the Performance Evaluation conducted by the Board of Directors in accordance with organization's policy, as well as consideration of a cost-of-living increase.**

This item was continued to the next regular meeting of the Board.

**7. Board Member Reports**

This item was taken out of order.

Vice President Tom Hodges reported that he had attended the last two Town Council meetings and had spoken in support of the Access Apartments project to the Council.

Board Member Tony Perkins said that he wanted to start an effort to amend the contract with the Town of Mammoth Lakes to remove or minimize the Brown Act requirements to make it more feasible for a regional organization such as ESCH

to have Board Members participate remotely. Mr. Perkins spoke in opposition to having to attend trainings intended for TOML employees in person, specifically the upcoming Ethics Course in January.

TOML Assistant Clerk Angela Plaisted announced that there was an online option for the required Ethics Course which would be available through the end of December for members of the Board as an alternative to attending in-person and said that she had sent Mr. Perkins a link to that course earlier that afternoon.

Board Member Jennifer Kreitz reported that she had attended the California State Association of Counties (CSAC) Annual Conference recently and discussed the topics that had been covered at the conference.

President Kirk Stapp spoke about the difficulties the Homeowners Association where he lived has had finding employees due to housing issues.

Board Member Amanda Rice announced that there would be a Short Term Rental (STR) Advisory Committee meeting tomorrow at 4:00 p.m. which would include an economic analysis presentation from the economist regarding the impact of STRs.

There was discussion between staff and members of the Board.

**8. Adjourn**

The meeting was adjourned at 9:49 p.m.

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Angela Plaisted, Assistant Clerk  
Town of Mammoth Lakes

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Patricia Robertson, Secretary  
Mammoth Lakes Housing, Inc.



EASTERN SIERRA  
**COMMUNITY  
HOUSING**

*We support workforce housing  
for a viable economy and  
sustainable community.*

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## **STAFF REPORT**

Subject: The Board will elect a President

Presented by: Patricia Robertson, Executive Director

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## **BACKGROUND**

The MLH Bylaws state that Officers of the Board shall be determined at a regular meeting.

The current President is Kirk Stapp.

### **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 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 offers.

## **RECOMMENDATION**

The Board should nominate and appoint a President via a motion.





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## **STAFF REPORT**

Subject: The Board will elect a Vice President

Presented by: Patricia Robertson, Executive Director

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## **BACKGROUND**

The MLH Bylaws state that Officers of the Board shall be determined at a regular meeting.

The current Vice President is Tom Hodges.

### **Section 6.9 Vice President**

If the President is absent or disabled, the vice president, 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 president shall have such other powers and perform such other duties as the Board, or these Bylaws may prescribe.

## **RECOMMENDATION**

The Board should nominate and appoint a Vice President via a motion.



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## **STAFF REPORT**

Subject: The Board will elect a Treasurer

Presented by: Patricia Robertson, Executive Director

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## **BACKGROUND**

The MLH Bylaws state that Officers of the Board shall be determined at a regular meeting.

The current Treasurer is Lindsay Barksdale.

### **Section 6.12 Treasurer**

- (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 other 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 the Section shall be deemed to prohibit the Corporation from causing and 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.

## **RECOMMENDATION**

The Board should nominate and appoint a Treasurer via a motion.



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## **STAFF REPORT**

Subject: The Board of Directors will review and provide feedback on the 2024-2026 Strategic Plan Update

Presented by: Olya Egorov, Housing Navigator  
Patricia Robertson, Executive Director

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## **BACKGROUND**

In July 2023, Eastern Sierra Community Housing (ESCH), formerly known as Mammoth Lakes Housing, hosted its three-year Strategic Planning Session with the Board of Directors and staff to outline priorities consistent with the organization's 2019-2023 Strategic Plan and 20th Anniversary Rebranding initiative. The session was facilitated by Seana Doherty of Agnew Beck Consulting who also supported the 2019 Strategic Planning process.

On December 11, 2023 at a regular meeting of the Board, the Board of Directors received a draft 2024 Strategic Plan update. The Board also received a Core Values exercise worksheet and was asked to provide input. Staff was directed to send the draft to the Board for individual feedback. There were no public comments at this time.

The Board received the draft via email on December 20, 2023. One Core Values worksheet was returned. Comments from two stakeholders have also been received, reviewed, and incorporated as appropriate.

## **CORE VALUES**

As part of finalizing and adopting the Strategic Plan Update (2024-27), an update to the organization's Core Values should occur.

### **What are Core Values?**

Core values represent the ethics and principles of a given organization, providing the guidance for the decision-making process and framework for workplace culture. Core values may serve as a means for an organization to track its success and define itself amongst other entities performing similar services. Core values are what draw the individual to the entity, fostering connection and accountability within the organization and the work that is produced whether amongst staff or the Board of Directors.

**How do Core Values differ from our Mission and Vision Statements?**

According to the Society for Human Resource Management<sup>1</sup>, “Mission statements describe an organization's reason for existence, vision statements describe the ideal state that the organization wants to achieve, and values statements list the principles that guide and direct the organization and its culture.” For example, the Walt Disney Company’s mission is to entertain, inform, and inspire people around the globe through the power of unparalleled storytelling; its vision is to be one of the world’s leading producers and providers of entertainment and information; and its core values include optimism, vision, decency, and community. Disney achieves its mission and vision to entertain, inform, and inspire by incorporating community into accommodations, decency and quality into customer interactions, and optimism into its films.

**TIMELINE & NEXT STEPS**

- July 2023 In-person workshop
- December 11, 2023 Board reviews draft at public meeting and receives Core Values sheet
- December 20, 2023 Board receives draft via email for comment
- December 2023 Stakeholders provide feedback that is incorporated into draft
- January 8, 2024 Board will review draft at public meeting and provide feedback
- January 26, 2024 The last day to receive feedback to be incorporated into the plan
- February 5, 2024 The Board will adopt the final 2024 Strategic Plan

**RECOMMENDATION**

The Board of Directors should review the 2024-2027 Strategic Plan Update for Eastern Sierra Community Housing (ESCH) and provide staff direction as necessary.

**ATTACHMENTS**

1. 2024-2027 Strategic Plan Update (ESCH)

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<sup>1</sup> [Society for Human Resource Management](#).



EASTERN SIERRA  
**COMMUNITY HOUSING**

## Strategic Plan

January 2024 – December 2026

(DRAFT AS OF DECEMBER 2023)



Everyone deserves a safe, stable,  
and affordable place to live.

## Gratitude

### Our Board of Directors

Kirk Stapp, Founding Member and President  
Tom Hodges, Vice President  
Lindsay Barksdale, Treasurer  
Jennifer Kreitz

Tony Perkins  
Brian D'Andrea  
Heidi Steenstra  
Sarah Nuttall  
Amanda Rice

*...And all of those who served before them to shape this organization  
and positively impact the lives of our community members.*

### Our Staff

Patricia Robertson, Executive Director  
Erik Guzman, Program & Project Associate  
Diane Doonan, Grant & Financial Associate

Isaura Ocampo, Housing Navigator  
Olya Egorov, Housing Navigator

### Agnew Beck Consulting

Seana Doherty, Senior Manager.

### Our Partners

Alpine, Inyo, and Mono counties; Town of Mammoth Lakes; City of Bishop; Eastern Sierra Continuum of Care; California Coalition for Rural Housing; Rural Community Assistance Corporation; Mammoth Reservations; Anthem; vacasa; GEODE ENVIRONMENTAL; CENTURY; ESCOC; the Wonderful company; HOUSING NOW!; MAMMOTH MOUNTAIN SKI AREA; US BANK; ALTERRA MOUNTAIN COMPANY; COMMUNITY FOUNDATION; CENTURY HOUSING CORPORATION; MAMMOTH LAKES CHAMBER OF COMMERCE; DECHAMBEAU CREEK FOUNDATION, and more.



**Commented [PR1]:** I'm not sure if I want to keep this. Maybe the Board can weigh in.

{Insert Land Acknowledgement}

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## Introduction

### The Process

On June 20, 2023, Eastern Sierra Community Housing hosted its three-year strategic planning session with assistance from Seana Doherty, Senior Manager at Agnew Beck Consulting. The session was used to update the previous 2019-2023 Strategic Plan of Eastern Sierra Community Housing (formerly known as Mammoth Lakes Housing) and contributed to the development of this updated 2024-2026 Strategic Plan.

### The Purpose

The 2024-2026 Strategic Plan is a collaborative roadmap that will drive the decision-making of the Board of Directors and staff over the next three years. The Strategic Plan describes the organization's achievements and opportunities, ideas and goals of the Board of Directors, and the background and context of the work environment. This Strategic Plan gives direction to staff through specific action items and establishes the framework for Eastern Sierra Community Housing to achieve its mission.

The Strategic Plan will be used on an annual basis to guide the annual work plan and budget.

### Articles of Incorporation

The public and charitable purposes of the corporation specifically include providing, assisting in the provision of, and/or facilitating the creation of affordable housing within the counties of Alpine, Mono and Inyo in the State of California through any means or method authorized by law and which will carry out the corporate purpose.

### Adoption by the Board of Directors

The 2024-2026 Strategic Plan was adopted by the Eastern Sierra Community Housing Board of Directors on **Month XX, 2024**.



## Foundational Elements

### Vision

Communities in the Eastern Sierra thrive because everyone has access to safe, affordable, quality housing.

### Mission

Eastern Sierra Community Housing supports community housing for a viable economy and a sustainable community.

**Commented [PR2]:** Do you want to move the Articles of Incorporation here?

**Commented [PR3]:** When?

- Paul McFarland



## Overview

### About

Eastern Sierra Community Housing is a 501(c)3 State-certified Community Housing Development Organization that has over 20 years of experience serving the rural communities of Inyo, Mono, and Alpine counties. Since our inception, we have initiated a comprehensive regional approach to grow and sustain community housing projects through our collaborative public-private partnerships.

We maintain a nine (9)-member Board of Directors whose expertise in property management, recreation and tourism, small business and entrepreneurship, landscape architecture, and community development guides the organization's investments and activities. Our bylaws require at least one-third low-income representation, while no more than one-third may be public officials or employees. This ensures that our most vulnerable community members are represented while the scope of public officials is limited. All of our Board of Directors volunteer their time and represent the public and private sectors of our region, providing the institutional and expert knowledge that drives our organization.

### Organizational Structure

Eastern Sierra Community Housing is a 501(c)3 nonprofit organization, allowing us to receive charitable donations, from cash to real property. This designation gives private donors the opportunity to contribute to community housing projects, while also making us eligible for state and federal grant funding.

Our real estate brokerage allows us to pair clients with homeownership opportunities, provide local land trust stewardship, and facilitate property management services in-house.

We are the only State-certified Community Housing Development Organization in the region, which gives us a competitive advantage for funding. This achievement fosters community trust and requires low-income representation in our organizational structure, ensuring that our programs meet community needs.



These structural components allow us to provide the following services:

- Build and facilitate new housing for, both ownership and rental;
- Partner to develop and implement unique housing solutions tailored to our communities' specific needs;
- Get people into safe, stable, and affordable housing through our waitlist and referral system and homeownership programs
- Keep people in their homes with tenant education, rental management, and legal referral services;
- Leverage capital from the federal and state programs with private donors and assist public partners in the administration of their grant programs; and
- Incorporate community input to drive forward community-based, collaborative solutions.

**Commented [PR4]:** These are the services we provide...

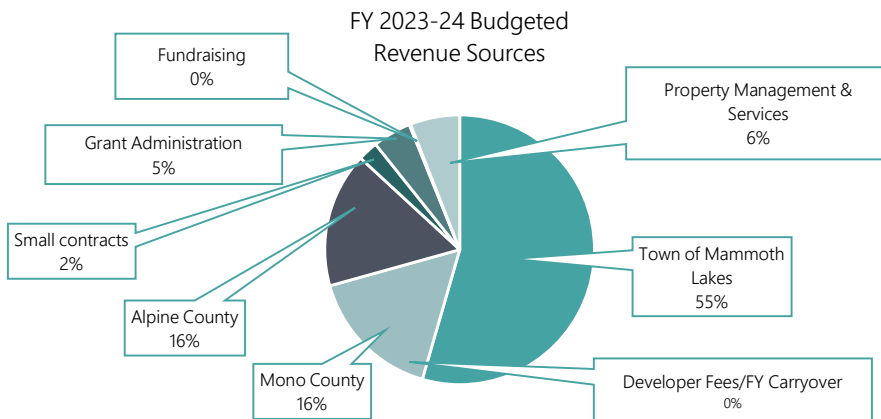
### Our Budget

During the previous planning period, ESCH increased its operational budget by 50% and staff capacity by 100%. Partnerships continue to be a critical path to achieving our mission, demonstrated through new contracts with Mono and Alpine counties. We also launched a modest but successful fund development campaign, which enables us to continue to conceptualize how to diversify our revenue, not only to sustain the organization but to grow and expand our services. Service expansion is illustrated in our COVID-19 Rent Relief program, Emergency Winter Response Program which provided temporary housing for those impacted by structural damage from heavy storms, and partnership programs like our camp gear drive for our unhoused community members.

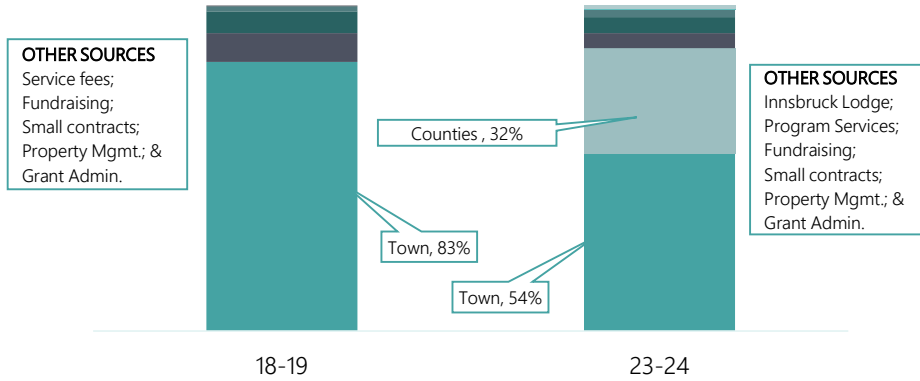
**Commented [PR5]:** I think here we just need a few sentences explaining how much we have grown in the last few years, from growing our partnerships with the counties, fundraising, and growing our access of other funding sources (ESG, HHAP, CCRH internship, etc.), we have succeeded in diversifying our income streams to not only maintain the organization but to grow and expand our services.  
- PAR

**Commented [PR6R5]:** I also wonder if we should have an expenditure budget showing how we spend our money? It's often admin-heavy, but has obviously changed slightly in recent years towards more programmatic work.  
- PAR

**Commented [PR7R5]:** Replace with pie chart. Do we want to discuss how the funding streams have changed during our growth period?  
- PAR



**AND/OR**



**Our Accomplishments**



Eastern Sierra Community Housing has grown substantially since the previous Strategic Plan, both in staff size and project scope. Our small organization doubled the number of full-time staff, increased revenue by fifty percent (50%), and expanded project and program offerings.

In 2021, Eastern Sierra Community Housing was awarded Best Pandemic Pivot by Mammoth Lakes Chamber of Commerce for fundraising and distributing nearly \$1 million in emergency rental assistance for households experiencing pandemic-related hardships. We developed new homeownership programs and are in the process of developing and administering Accessory Dwelling Unit (ADU) and rehabilitation construction loans to support local homeowners in the region. In our 20 years of community service, we have leveraged more than \$60 million towards housing programs and projects in the Eastern Sierra.

Since the last strategic planning session in 2019, we have propelled two housing projects through the financing stage and are poised to deliver sixteen apartments in Mammoth Lakes in 2024 and another thirteen in 2025. One of these projects will accept tenants directly from the regional Continuum of Care and provide stable, permanent housing for those at-risk of or experiencing homelessness. The financing for these housing developments has included

securing more than \$10M in State/Federal grant funding and launching an unprecedented fundraising campaign which raised approximately \$200,000. In addition to these projects, we also preserved the only transitional housing unit in the service area for those experiencing homelessness, are working on a nineteen-unit preservation project in the City of Bishop, and act as the local nonprofit partner on a 72-unit Low Income Housing Tax Credit project.

Commented [PR8]: What should we say about Alpine?

### The "Why" of our Work {Placeholder}



## Opportunities and Challenges

Eastern Sierra Community Housing serves the tri-county service area of Alpine, Inyo, and Mono counties in the isolated, mountainous region of California. This region, regarded as the Eastern Sierra, is one of California's most beloved recreational areas in proximity to Yosemite National Park, Inyo National Forest, and Toiyabe National Forest. The closest big city is Reno, Nevada located approximately 170 miles North from Mammoth Lakes, California. The region is home to the smallest populations by County in all of California and to the nation's most iconic ski resorts, including Kirkwood Ski Resort, Mammoth Mountain Ski Area, and June Mountain Ski Area.

Our rural communities experience unique housing challenges due to extreme weather, limited privately owned land, seasonal employment opportunities, and isolation. The limited physical accessibility of the region coupled with snow on the ground for six months out of the year create labor shortages, supply chain setbacks, and short construction periods, often leading to project delays and increased costs. Our local economies are tourism-based, exacerbating the housing market due to the desire to serve recreational visitors. These conditions factor into a high cost of living where our communities experience high access barriers to basic needs and mainstream resources including shelter, transportation, language support, education, workforce development services, and health care. We recognize and respect the distinct character of our rural communities and their self-determination and facilitate collaborative relationships to promote community-based efforts to address the housing crisis. We believe that these place-based efforts, along with the strategic sharing of limited resources, such as human capacity and funding sources, can be used to effectuate solutions.

### Rebranding and Relationship Building

As our organization has grown, our Board of Directors adopted a comprehensive regional approach to consolidate resources and foster collaboration amongst our local partners. However, our Board of Directors recognized the difficulties of building meaningful relationships with our local entities with a name that only reflected one jurisdiction. Reflecting our focused, yet adaptive strategy, we launched our 20<sup>th</sup> anniversary rebranding to reflect our commitment to the tri-county service area of Alpine, Inyo, and Mono counties. These efforts towards breaking down ~~the~~ silos that previously inhibited collaborative work are embodied in our new name: Eastern Sierra Community Housing.

### Institutional Knowledge

**Commented [PR9]:** Perhaps we need a subheading for each challenge and opportunity? This section kind of seems important, and is also complicated. Breaking it out a little more might help.

Opportunities:  
Rebranding  
Relationship Building  
Institutional knowledge  
Growing capacity  
Involvement in COC

Challenges:  
Reliance on grants with restrictions  
Lack of local CDFI  
Physical barriers, extreme weather  
Protection of resources (what do you call it when someone is protective of their resources for survival?)

With 20 years of experience in housing solutions, Eastern Sierra Community Housing brings institutional knowledge to projects across the Eastern Sierra that highlight community voice and enable meaningful housing creation, access, and retention.

### Capacity

Through our enhanced partnerships with Alpine and Mono counties, we have doubled our staff capacity with the addition of two, full-time Housing Navigators who serve as liaisons in the Eastern Sierra Continuum of Care, the regional homelessness prevention agency, and work directly with households experiencing homelessness in Alpine and Mono counties. The Housing Navigators have contributed to the governing framework of the Eastern Sierra Continuum of Care to bridge access to housing and mainstream resources and standardize service-based care across the service area.

**Commented [PR10]:** I also think we should say something about the unique nature of all of the communities we serve, due to their distance from each other, land constraints, and community needs? We respect community self-determinance (?) while we seek creative solutions to our housing challenges.

### Community Engagement

Eastern Sierra Community Housing recognizes the need for language proficiency in the functional languages of the service area to build an effective communications campaign and have hired four bilingual staff, three of whom speak Spanish, to bridge language barriers. To serve those who are least likely to engage without targeted outreach and involvement, our staff established partnerships with local service providers and built a referral system to streamline access to services from housing to healthcare. Additionally, staff use recommended language and practices based in Trauma-Informed Care (TIC) to provide excellent customer service to first-time homeowners, tenants, and households experiencing or at-risk of homelessness.

### Grant Requirements

Many State and Federal grant programs continue to utilize an urban-centric model for application threshold, scoring, and program requirements. These requirements such as strict definitions of "infill" and "Community Based Development Organization" as well as high density requirements for new development projects, exclude for small rural housing programs. This more urban model creates an additional layer of adversity for rural housing providers such as Eastern Sierra Community Housing to overcome.

### Lack of local Community Development Finance Institution (CDFI)

While Eastern Sierra Community Housing has relationships with various large, state and national reaching CDFIs including Rural Community Assistance Corporation, Century

Housing, GenesisLA, Community Vision, and Enterprise Community Partners, the lack of a locally focused CDFI makes access to community development capital difficult. While there are many Community Foundations in the region focused on very specific programs including land preservation, education, and the arts, there is not currently a CDFI or Community Foundation with the specific purpose of funding programs and projects to provide safe, stable, affordable housing.

### Limited Resources

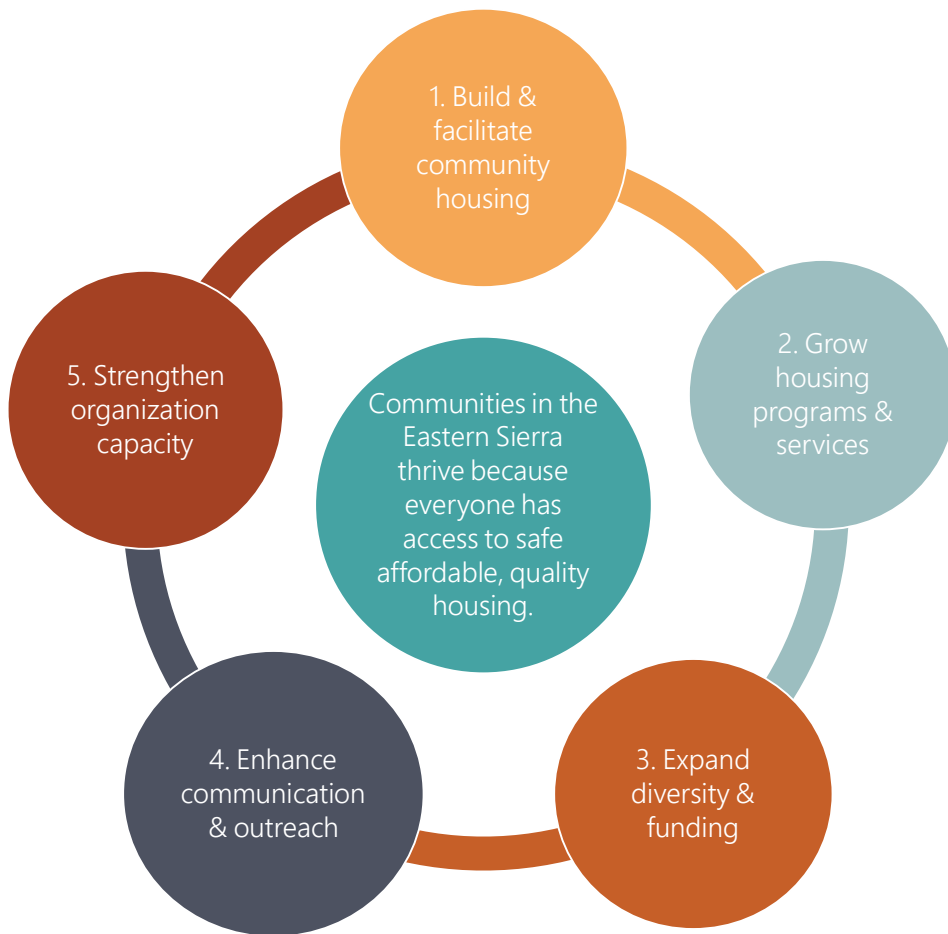
Competition is a challenge to consider for a variety of reasons. For one, Eastern Sierra Community Housing is a 501(c)3 nonprofit which creates competition for donors, grants, and more. In an isolated region with a limited pool of available social and financial capital, competition between civic organizations may be more intense. Competition is also a factor in the recruitment and retention of qualified staff.

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## Strategic Framework

Our Core Values defined the following five focus areas, carried forward from our 2019 strategic plan. The following section outlines the organization's priority goals within each focus area through the end of 2026.



## Goals and Objectives by Strategic Focus

Table 1. Focus Area: Build & Facilitate Community Housing

FOCUS AREA 1: BUILD & FACILITATE COMMUNITY HOUSING	
Goal: Increase the inventory of affordable housing by facilitating three (3) housing projects with partners in the service area over the next three (3) years.	
Objectives	Year 1 & 2 Priorities
<p>Objective A. Identify three (3) priority projects for the next three (3) years. <u>(seems like too many given current pipeline)</u></p>	<p>Year 1</p> <p><del>Conduct outreach to public and private entities about potential project partnership opportunities. Work to complete: Innsbruck, Access, Valley, Silver Peaks.</del></p> <ul style="list-style-type: none"> <li>• Create <u>outreach</u> materials <u>to build awareness of that outlines</u> ESCH offerings &amp; services and details viable types of development projects.</li> <li>• Establish a scoring tool to determine project priority (i.e., willingness of partner(s), funding opportunities, type of housing, income level(s) served, timeframe, size, other resources, etc.)               <ul style="list-style-type: none"> <li>◦ e.g., Alterra Mountain Company's Main Lodge Redevelopment Housing Mitigation Plan</li> </ul> </li> <li>• <del>Create a committee and/or taskforce to gather community feedback. (not sure necessary?)</del></li> </ul>
<p>Objective B. Implement priority projects.</p>	<p>Year 1 &amp; 2</p> <ul style="list-style-type: none"> <li>• Work with partners to implement priority projects. <u>(as defined above?)</u></li> <li>• Identify <u>diverse</u> capital sources to fund priority projects.</li> </ul>

**Commented [PR12]:** I like this task, but I think it belongs somewhere else

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Table 2. Focus Area: Grow Housing Programs & Services

<b>FOCUS AREA 2: GROW HOUSING PROGRAMS &amp; SERVICES</b> Goal: Improve and expand existing programs & services to assist the workforce in securing safe, stable, and affordable housing.	
Objectives	Year 1 + 2 Priorities
Objective A: Support & strengthen Housing Navigation services.	Year 1 & 2 <ul style="list-style-type: none"> <li>• Clarify role and direction of Housing Navigators in the organization, <u>and strategic plan, county and regional systems.</u></li> <li>• Identify training opportunities to expand into other areas of the organization.</li> <li>• Expand program through increasing services based on the availability of funds <u>and demonstrated need.</u></li> </ul>
Objective B. Manage and grow mortgage, rehabilitation, and ADU loan programs.	Years 1, 2 & 3 <ul style="list-style-type: none"> <li>• Close on four to six (4-6) loans per year, <u>including Bridge unit acquisition transactions.</u></li> <li>• Manage funding for State- and Town-funded loan programs.</li> <li>• (e.g., CalHome Loan Program &amp; Bridge Loan Program)</li> <li>• <u>Certify at least one staff on Homeownership Counseling.</u></li> <li>• <u>Expand into HUD Homeownership Counseling through RCAC-Affiliate Program.</u></li> <li>• Implement Inyo County <u>and City of Bishop Rehabilitation &amp; ADU Loan Incentive Program.</u></li> <li>• Explore other funding opportunities to expand loan offerings.</li> </ul>
Objective C.	Year 1 <ul style="list-style-type: none"> <li>• Highlight deed-restricted housing services to public agencies.</li> </ul>

**FOCUS AREA 2: GROW HOUSING PROGRAMS & SERVICES**

Goal: Improve and expand existing programs & services to assist the workforce in securing safe, stable, and affordable housing.

Objectives	Year 1 + 2 Priorities
Facilitate and manage deed-restricted units & compliance monitoring program.	<ul style="list-style-type: none"> <li>• (see Objective A, Focus Area 1)</li> <li>• Define value proposition.</li> <li>• Manage compliance monitoring requirements for current unit inventory.</li> <li>• <del>Implement HomeKeeper</del> <u>Identify other software options</u> for management of deed-restricted units, <u>including rental units and/or clients under self-management.</u></li> </ul> <p>Year 2</p> <ul style="list-style-type: none"> <li>• Implement <del>new</del> management software. (?)</li> </ul>
Objective D. Provide property management services for existing & future rental units.	<p>Year 1</p> <ul style="list-style-type: none"> <li>• Continue to provide management services for Star Apartments and the Innsbruck Lodge.</li> <li>• Evaluate the organization’s role as property manager for future projects. <u>(for ESCH projects or outside projects? we did this previously, not sure if this is a priority)</u></li> </ul> <p>Year 2</p> <ul style="list-style-type: none"> <li>• Conduct a financial analysis of property management role to determine future actions. <u>(completed under previous strategic plan period)</u></li> </ul>
Objective E. Develop guidance on referrals to housing and non-housing resources.	<p>Year 1</p> <ul style="list-style-type: none"> <li>• Develop a referral process in each County to bridge access to services across the region.</li> <li>• Consider a wrap-around approach to services. <u>(is this too vague?)</u></li> <li>• Build Policies and Procedures for Innsbruck Lodge.</li> </ul>

**Commented [PR13]:** Need explanation

**Commented [PR14R13]:** I added to the other document; should I do that?

**FOCUS AREA 2: GROW HOUSING PROGRAMS & SERVICES**

Goal: Improve and expand existing programs & services to assist the workforce in securing safe, stable, and affordable housing.

Objectives	Year 1 + 2 Priorities
<p>Objective F. Consider other housing-related services.</p>	<p>Year 2</p> <ul style="list-style-type: none"> <li>• Seek consideration from the Board of Directors to serve as an administrator of Housing Choice Vouchers &amp; Emergency Housing Vouchers (Section 8).</li> <li>• Seek consideration from the Board of Directors to incorporate other Eastern Sierra Continuum of Care roles.</li> </ul>
<p>Objective G. Explore opportunities to support programs that serve moderate-income households (&gt; 80% Area Median Income)</p>	<p>Year 1</p> <ul style="list-style-type: none"> <li>• Continue participation on the Town of Mammoth Lakes’s Chamber of Commerce Committee to support the employee rental matching program. <u>(what, if any, is our role in the STR conversation, developing incentives to convert to long-term rental ,etc.?)</u></li> <li>• Explore formal or informal partnerships with regional <u>partnership partners</u> to serve moderate income levels. <u>with regional partners.</u> <ul style="list-style-type: none"> <li>○ (i.e., Mammoth Lakes Hospital, US Forest Service, <u>School Districts</u>, <u>Mono County</u> etc.)</li> </ul> </li> <li>• Consider expansion of homeownership counseling services such as escrow &amp; credit repair.</li> </ul>

Table 3. Focus Area Expand & Diversify Funding

FOCUS 3: EXPAND & DIVERSIFY FUNDING	
Goal: Grow internal operating budget to one million by 2026 to expand and increase access to services, programs and homes.	
Objectives	Year 1 + 2 Priorities
<p>Objective A: Create a plan to grow funding.</p>	<p>Year 1</p> <ul style="list-style-type: none"> <li>• Create a three (3)-year budget to track the one-million-dollar <u>Operating Budget</u> goal.</li> <li>• Create a Fund Development Plan &amp; outline a case for donations. <u>(capacity? – yes, this is the who piece; this needs communication and development director type position)</u></li> <li>• Create materials to make a case for fundraising &amp; private donations. <u>(and identify who does the asking; materials without an asker don't work)</u> <ul style="list-style-type: none"> <li>○ (i.e., how much, for what, goals, etc.)</li> </ul> </li> </ul>
<p>Objective B. <u>Build a case for Demonstrate the need for regional support of community housing solutions through ESCH.</u></p>	<p>Year 2</p> <ul style="list-style-type: none"> <li>• Draft a commitment for one hundred percent (100%) <u>(definable?)</u> participation from each jurisdiction in the service area to support ESCH.</li> <li>• Include the need for administrative support.</li> <li>• Conduct outreach to each jurisdiction to understand needs and potential contracting &amp; funding opportunities. <u>(what role, if any, of participation with government studies, housing elements, nonprofit local partner, etc.?)</u></li> <li>• Submit funding requests to each jurisdiction.</li> </ul> <p>Year 3</p>

**FOCUS 3: EXPAND & DIVERSIFY FUNDING**

Goal: Grow internal operating budget to one million by 2026 to expand and increase access to services, programs and homes.

Objectives	Year 1 + 2 Priorities
	<ul style="list-style-type: none"> <li>Establish the goal of one hundred percent (100%) participation from all regional jurisdictions.</li> <li>Leverage developer fees into new units.</li> </ul>
Objective C: Explore options to secure long-term local tax funding.	Year 2 <ul style="list-style-type: none"> <li>Advocate for an on-going set aside of TOT funds from <del>the Town of Mammoth Lakes</del> regional governments.</li> </ul>
Objective D: Increase number of private donors.	Year 1 & 2 <ul style="list-style-type: none"> <li>Define fundraising targets in the Fund Development Plan.</li> <li>(see Objective A, Focus Area 3).</li> <li>Define roles internally &amp; identify capacity limitations to achieve targets.</li> <li>Consider approaching local community foundations to jointly raise funds or assist with training.</li> <li>Consider an external contract to create a Fund Development Plan.</li> </ul>

**Commented [PR15]:** this whole section is great  
- Paul McFarland

**Commented [PR16]:** ONLY if there is board commitment and dedicated capacity. You don't have a fundraising board or staff.  
- Paul McFarland

Table 4. Focus Area: Communications and Outreach

**FOCUS AREA 4: ENHANCE COMMUNICATIONS CAMPAIGNS**

Goal: Develop a Communications Campaign that raises an awareness & understanding of the role and value of Eastern Sierra Community Housing.

Objectives	Year 1, 2 & 3 Priorities
Objective A: Develop a Communications Plan	Year 1 <ul style="list-style-type: none"> <li>Release rebranding material.</li> <li>Develop a Rebranding, Rollout, &amp; Marketing Plan.</li> </ul>

**FOCUS AREA 4: ENHANCE COMMUNICATIONS CAMPAIGNS**

Goal: Develop a Communications Campaign that raises an awareness & understanding of the role and value of Eastern Sierra Community Housing.

Objectives	Year 1, 2 & 3 Priorities
	<ul style="list-style-type: none"> <li>• Consider an external contract for marketing services.</li> <li>• <u>Plan to include understanding of diverse audiences (clients, donors, partners, etc.).</u></li> <li>• Plan to include consistent delivery on content including:                             <ul style="list-style-type: none"> <li>• Thirty (30) day updates to partners.</li> <li>• Dashboard of collective results.</li> <li>• Annual Report.</li> <li>• Weekly social media posts.</li> </ul> </li> </ul>
<p>Objective B: Build a strong communications campaign that is inclusive of its rural diverse communities.</p>	<p>Year 1, 2 &amp; 3</p> <ul style="list-style-type: none"> <li>• Distribute all public-facing materials in English &amp; Spanish.</li> <li>• <del>Coordinate with the Latino Advocacy Coordinator.</del></li> <li>• Pursue targeted outreach to the Latino/Hispanic community &amp; maintain relevant programs. <u>(purpose?)</u></li> <li>• Maintain the website and all social media platforms.</li> <li>• <del>Survey the community annually to access needs.</del></li> <li>• <u>Attend relevant stakeholder, partner, community, and statewide meetings.</u></li> </ul>
<p>Objective C. Design materials to increase knowledge of services and programs.</p>	<p>Year 1, 2 &amp; 3</p> <ul style="list-style-type: none"> <li>• Create public-facing materials to distribute to local jurisdictions about services, contracts, etc.</li> <li>• Create a dashboard to share results of collective regional work on an annual basis.</li> </ul>

**Commented [PR17]:** super excellent! gotta be present!  
- Paul McFarland



Table 5. Focus Area: Strengthen Organizational Capacity

<b>FOCUS AREA 5: STRENGTHEN ORGANIZATIONAL CAPACITY</b> Goal: Strengthen and support the organization & the people who support the work.	
Objectives	Year 1 & 2 Priorities
Objective A. Consider new Board of Directors governance structure.	Year 2 <ul style="list-style-type: none"> <li>• Seek consideration from the Board of Directors to amend bylaws to remove the Brown Act requirements to increase flexibility amongst Board Members.</li> <li>•</li> </ul>
Objective B. Grow & strengthen the Board of Directors.	Year 1 & 2 <ul style="list-style-type: none"> <li>• Conduct a representation &amp; skills assessment to survey needs on an annual basis.</li> <li>• Consider increasing number of Board members to be more inclusive of regional partners. <del>Seek consideration to add two Board Members based on the assessment.</del></li> <li>• Identify gaps &amp; provide Board Member trainings twice a year based on the assessment.</li> <li>• Attend one (1) conference per year, including Board Members &amp; staff.</li> <li>• <del>Expand</del> Create internship opportunities or other field study programs.</li> </ul>
Objective C. Improve monthly Board of Directors meetings & nurture participation in committees.	Year 1 & 2 <ul style="list-style-type: none"> <li>• Explore alternatives in the Board of Director meetings.                             <ul style="list-style-type: none"> <li>◦ (e.g., location, quarterly v. monthly, etc.)</li> </ul> </li> <li>• Reference the Strategic Plan in the agenda to track progress on a quarterly basis to discuss strategic and policy issues for one (1)-hour.</li> <li>• Nurture and maintain existing committees.</li> <li>• Build in teamwork &amp; have fun!</li> </ul>

Commented [PR18]: Need clarification

**FOCUS AREA 5: STRENGTHEN ORGANIZATIONAL CAPACITY**

Goal: Strengthen and support the organization & the people who support the work.

Objectives	Year 1 & 2 Priorities
<p>Objective D. Finalize the 2023-2026 Strategic Plan &amp; review progress annually.</p>	<p>Year 1</p> <ul style="list-style-type: none"> <li>Finalize 20243-20276 Strategic Plan &amp; define core values.</li> <li>Share the 20243-20276 Strategic Plan with partners to garner support for ESCH.</li> </ul>
<p>Objective E. Strengthen organizational capacity.</p>	<p>Year 1 &amp; 2</p> <ul style="list-style-type: none"> <li>Consider adding staff to meet current gaps and future needs.</li> <li>Create a new budget &amp; track progress towards the three-year goal to exceed one (1)-million-dollars.</li> <li>(see Objective A, Focus Area 3)</li> <li>Pursue NeighborWorks <del>Training Institute</del> affiliate designation.</li> <li>Explore a change of office location.</li> </ul>
<p>Objective F. Strengthen &amp; support full-time staff.</p>	<p>Year 1</p> <ul style="list-style-type: none"> <li>Facilitate an annual goal setting process for staff.</li> <li>Utilize the 20243-20276 Strategic Plan to guide the process.</li> <li>Evaluate staff compensation on an annual basis, including base compensation &amp; incentive and/or bonus compensation.</li> <li>Review and modify as necessary <del>organizational policies</del> <del>the Employee Bonus policy</del>.             <ul style="list-style-type: none"> <li>(see Section 807 Policies and Procedures Manual).</li> </ul> </li> </ul>

**Commented [PR19]:** Do we need a conclusion section? Or add closing remarks to the intro of this section for brevity.



## Town of Mammoth Lakes

P.O. Box 1609, Mammoth Lakes, CA, 93546

(760) 965-3600

[www.townofmammothlakes.ca.gov](http://www.townofmammothlakes.ca.gov)

January 3, 2024

Mammoth Lakes Housing (Eastern Sierra Community Housing)

Patricia Robertson, Executive Director

P.O. Box 260

Mammoth Lakes, CA 93546

Sent to: [patricia@mammothlakeshousing.com](mailto:patricia@mammothlakeshousing.com)

**Re: Letter Agreement between Mammoth Lakes Housing and Town of Mammoth Lakes for Funding Support for Access Apartments**

Dear Patricia,

**PARTIES:** This letter shall be our agreement (“Letter Agreement”) between Mammoth Lakes Housing, Inc. (“MLH”) (also referred to as Eastern Sierra Community Housing), a California corporation with its primary place of business at 587 Old Mammoth Road, Suite #4, P.O. Box 260, Mammoth Lakes, CA 93546 and the Town of Mammoth Lakes, P.O. Box 1609, Mammoth Lakes, CA 93546 (“Town”) for the provision of financial support for the Access Apartment project located at 238 Sierra Manor Road, Mammoth Lakes, CA 93546. The Town and MLH shall be referred individually as “the Party” or collectively as “the Parties.”

**RECITALS:**

**WHEREAS**, the Town supports the creation of additional affordable housing units within the Town of Mammoth Lakes; and

**WHEREAS**, MLH acquired the commercial property located at 238 Sierra Manor Road for the purpose of rehabilitating the property into thirteen (13) affordable housing units referred to as the Access Apartments project (“Project”); and

**WHEREAS**, the Town has committed two million two hundred thousand dollars (\$2,200,000) in funding support (“Town Funding”) for the Project; and

**WHEREAS**, funding for the Project includes Federal and State grants secured by MLH and the Town (with MLH as a subrecipient), a commitment of funds from the Town and Mono County, other grants and donations, and use of MLH resources; and

**WHEREAS**, as of December 2023, there is an anticipated budget shortfall of approximately \$120,000, which is to be made up by MLH forgoing a portion of the reimbursement for prior expenses, including payments on the site acquisition loan, predevelopment professional services (i.e., construction drawings, NEPA/CEQA environmental review, etc.), and MLH developer fees; and

**WHEREAS**, to meet cashflow requirements, the Town is committed to providing the Town Funding early in the process to eliminate MLH incurring additional construction loan costs; and

**WHEREAS**, the Town and MLH recognize the risk and the potential for substantial unknown costs that are inherent in rehabilitation projects such as the proposed Project that involve the conversion of existing commercial structures into residential housing units; and

**WHEREAS**, the provision of additional affordable units meets the Town Council's Strategic Priority to implement the Town's Housing Now! Initiative which includes partnering with other agencies to create affordable community workforce housing meeting a public need and purpose within the Town;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**FUNDING:** The Town shall provide two million two hundred million (\$2,200,000) in the Housing Now! Initiative (Fund 245) to MLH to support the Project located at 238 Sierra Manor Road, Mammoth Lakes, CA 93546, on the conditions set forth herein.

**PURPOSE OF FUNDING:** The Town is providing funding to MLH to support the creation of up to 13 units of affordable housing. MLH shall use the Town funding for the following purposes:

- Construction of up to 13 affordable housing units with income levels ranging from very low to moderate income levels.
- Provide cash flow needs through the construction project as grant reimbursements can take several weeks.
- Town funding shall not be used by MLH for the reimbursement of previously expended MLH funds related to property acquisition, predevelopment design costs (i.e., construction drawings environmental review, etc.), ongoing maintenance and property management, and/or carrying costs (i.e., insurance, snow removal, etc.).
- The Town may consider a request for additional funding in the event there are substantial additional costs (exceeding current contingency allocation) due to unforeseen issues associated with the rehabilitation of the existing structures, but may grant, deny, or condition such additional funding in the Town's sole discretion.

**TERM:** The funding provided for in this Letter Agreement will be provided within sixty (60) days of the issuance of building permits for the Project.

**INDEMNIFICATION:** MLH, and any and all of its successors and assigns, including, but not limited to, Eastern Sierra Community Housing ("ESCH"), shall indemnify, defend, and hold the Town, its elected and appointed officials, employees, agents, successors, and assigns, free and harmless of any and all claims, liability, loss, damage, or expenses resulting from performance by MLH, or any contractor, of the work funded in whole or part by the Town.

**PUBLIC BENEFIT:** The Town supports the expansion in the number of affordable community housing units available for the regional workforce. The provision of additional affordable units meets the Town Council's Strategic Priority to implement the Town's Housing Now! Initiative which includes partnering with other agencies to create affordable community workforce housing meeting a public need and purpose within the Town, and the public benefit derived from the expenditure of Town funds contemplated under this Letter Agreement is commensurate with the amount of the expenditure.

**LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS:** MLH shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the work performed or contracted for related to the Project as provided for herein. MLH shall indemnify the Town against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

**GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEY'S FEES:** This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Mono County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, MLH must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Town. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by MLH. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, MLH shall be barred from bringing and maintaining a valid lawsuit against the Town. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Letter Agreement, the prevailing Party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorneys' fees, as determined by the court.

**ASSIGNMENT; AMENDMENT:** This Letter Agreement may not be modified or altered except in writing signed by both Parties.

**ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS:** This is an integrated Letter Agreement representing the entire understanding of the Parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Letter Agreement.

**[signatures on following page]**

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

**TOWN OF MAMMOTH LAKES**

*Approved by:*

\_\_\_\_\_  
Daniel C. Holler  
Town Manager

**Mammoth Lakes Housing**

*Reviewed and Approved by:*

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date



EASTERN SIERRA  
**COMMUNITY  
HOUSING**

*We support workforce housing  
for a viable economy and  
sustainable community.*

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## **STAFF REPORT**

Subject: The Board will receive an analysis of options for partnering on housing solutions in the unincorporated area of Mono County

Presented by: Patricia Robertson, Executive Director

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## **BACKGROUND**

At the December 11, 2023 Board meeting, the Board received a public comment from Paul McFarland of Lee Vining suggesting a partnership to advance housing solutions in the unincorporated area of Mono County.

Mr. McFarland was speaking as a representative of the Mono Basin Housing Working Group - a volunteer, ad-hoc group of full-time Mono Basin residents formed in August 2021 who meet at least monthly to explore community housing solutions. The group works on housing opportunities and challenges at an unincorporated community level and can be a bridge between the community and entities working on housing such as Eastern Sierra Community Housing, Mono County, or private developers.

During the Fall of 2023, the Housing Working Group organized two open Community Housing Conversations (one in June Lake and one in Lee Vining with a total attendance of over 80 people). These Community Conversations were intended to bring people together and identify very real housing challenges and potential collaborative opportunities to sustain and create more housing. In addition to a facilitated community conversation, both meetings featured local housing professionals from local government, Eastern Sierra Community Housing, the Mono County Community Development Department, as well as local realtors and a home mortgage broker from the private sector.

Participants in these Community Conversations highlighted the need for a collaborative, all-hands-on-deck approach to keeping our community resilient, thriving, and housed. The table below contains the prioritized challenges and opportunities which emerged.

Community Conversation Outcomes
Challenges and Barriers
<ol style="list-style-type: none"><li>1. Policy - Existing policies and regulations hinder potential solutions and need rapid adaptation to today's reality.</li><li>2. Prioritization - The housing crisis is not considered a priority and, as a result, there is slow or no action.</li><li>3. Price - Renting or owning a home is simply unaffordable to many locals.</li><li>4. Private Land - There is very little land available to create workable solutions.</li></ol>
Opportunities and Solutions
<ol style="list-style-type: none"><li>1. County Action - Expedite changes to regulations and budget priorities now to enable short-term solutions while long-term solutions, such as sustainable funding mechanisms and stable local housing supply, are created.</li><li>2. Community Capacity - Preserve attainable local housing through the creation of a Community Housing Trust and make housing a community priority.</li></ol>

The main space for action identified through these conversations is the creation of additional community capacity. The creation of a Community Housing Trust emerged as a top three prioritized action from both community conversations. The Housing Working Group would like to move forward with the establishment of some mechanism (e.g. a new organization, a partnership with ESCH, or a hybrid) to bring the unique tools afforded by a housing trust to the unincorporated communities of Mono County.

In the spirit of maximizing partnerships and avoiding administrative duplication, the Housing Working Group respectfully requests an open dialogue with the ESCH Board of Directors to identify how best the community can work together to bring additional capacity for creative solutions to preserve and enhance housing across unincorporated Mono County.

The DeChambeau Creek Foundation, a local community foundation based in the Mono Basin, has created a rolling capacity building fund to advance the establishment of a Community Housing Trust and support other housing related efforts.



## **STRATEGIC PLAN ALIGNMENT**

### **2019-2023 FINAL**

- A. *Build & Facilitate Community Housing*
  - A.3. Collaborate with regional partners to reach goals and meet regional needs
  - A.4.3. Work with partners to identify opportunity sites
  - A.5. Identify capital sources to fund potential projects
  
- B. *Grow Housing Programs & Services*
  - B.2.2. Research ways to increase the number of ownership deed restrictions in the region
  
- C. *Foster Collaboration & Partnerships*
  - C.1. Strengthen relationships with partners in order to work together to create housing units
  - C.2. Clarify and strengthen the role of MLH in regional housing work
  - C.3. Serve and support existing collaborative efforts for housing
  - C.3.1. Expand MLH housing facilitation and collaboration in the region
  
- D. *Expand & Diversify Funding*
  - D.2. Diversify income to expand possibilities and programs
  - D.2.1. Research and identify new ways to raise funds for MLH including: new services, new contracts, new grants, asset and land donations, etc.
  
- E. *Enhance communications & Outreach*
  - E.2. Engage with community to bring diverse perspectives into the regional housing conversation

### **2024 DRAFT**

#### *FOCUS AREA 1: Build & Facilitate Community Housing*

- Objective B: Implement priority projects
- work with partners
  - identify capital for projects

#### *FOCUS AREA 2: Grow Housing Programs & Services*

- Objective B: Manage and grow loan programs
- explore other funding sources
- Objective C: Highlight deed restriction program to public agencies

Objective G: Explore opportunities to serve 80-120% AMI  
-explore formal and informal partnerships

*FOCUS AREA 3: Expand & Diversify Funding*

Objective D: Increase number of private donors

**ANALYSIS**

ESCH has coordinated with legal counsel and there are several partnership paths to build capacity for housing solutions in unincorporated Mono County. Any final proposal will be presented to legal counsel before the Board is asked to proceed. Below is a brief discussion of some of those options.

1. The Mono Basin Housing Working Group could form a separate non-profit organization to support a housing trust and other potential services (e.g. permitting assistance for ADU and/or additional density development) for the unincorporated portion of Mono County. The new organization could then contract with ESCH for professional and administrative services. This option potentially presents some organizational redundancy but may allow for maximized partnership capacity, flexibility, and outcomes.
2. The Board of Directors could create a standing committee to include not more than four Board members, but could also include members of the public representing the unincorporated area to be served. The committee could be created with the roles such as:
  - a. Guide fundraising efforts for a fund
  - b. Give funding recommendations to the Board of Directors
  - c. The Board of Directors of ESCH would direct the usage of the funds

This option would provide a medium amount of shared control over the funding.

3. The Board of Directors could authorize a Resolution directing staff to open a separate bank account with this specific purpose. The Mono Basin Housing Working Group could pursue fundraising and deposit funds into the ESCH-managed account. The ESCH Board of Directors would have the ultimate oversight and expenditure authority of these funds. This would be the quickest option.
4. The Board of Directors could direct staff to identify steps required to establish and sustain a housing trust as a program of Eastern Sierra Community Housing.

**RECOMMENDATION**

The Board should receive the update and provide feedback and/or staff direction.



EASTERN SIERRA  
**COMMUNITY  
HOUSING**

*We support workforce housing  
for a viable economy and  
sustainable community.*

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## **STAFF REPORT**

**Subject:** The Board will consider the merits of a partnership with CardConnect's Chip In program to accept a portion of credit card processing fees from local participating businesses on an ongoing basis

**Presented by:** Patricia Robertson, Executive Director  
Lindsay Barksdale, Treasurer  
Gregg Garfield, CEO / Co-Founder of Chip In / CardConnect East Valley

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## **BACKGROUND**

In the past, other local nonprofit organizations including the Mammoth Mountain Foundation have partnered with CardConnect through their Chip In program to receive a portion of credit card processing fees from local merchants.

The partnership agreement can be completed at any time, and the program put into place. However, the number and scale of participating merchants will ultimately determine the amount of regular revenue generated. This will take some marketing and relationship-building from both staff and Board members.

## **RECOMMENDATION**

The Board of Directors should review the partnership materials and provide staff direction as necessary.

## **ATTACHMENTS**

1. Partnership materials
2. Informational slide deck

# Partner Package

## Dedicated Resources

### **Agent Portal**

[support.cardconnect.com/partner/portal-agent](https://support.cardconnect.com/partner/portal-agent)

A central repository for our services and offerings – including marketing materials, pricing info, operational documents and more.

### **Support Center**

[support.cardconnct.com](https://support.cardconnct.com)

Our public-facing support site for the entire CardConnect product suite is comprised of user guides, product views and solution overviews.

### **Status Page**

[status.cardconnect.com](https://status.cardconnect.com)

While we will always email you about any issues that may impact you or your merchants, we encourage you to subscribe to our status page for real-time updates regarding our processor connections.

## Checklist

Please review the checklist below to confirm your Partner Package is complete and to ensure your partner compensation can be received.

I have completed the attached Partner Information Sheet

I have completed the attached Partner Bio.

I have signed the ACH document and included all my banking account and routing number information.

I have completed the IRS W-9, signed and dated

I have included a clear and legible copy of my Driver's License.

I have included a pre-printed check and bank letter.

Once completed, email this Partner Package to your dedicated CardConnect contact:

## CardConnect Partner Program Bio Sheet

Please Complete the Following Form

New MIDs per Month:
Avg. Monthly Volume per MID:
Target Industry (i.e. restaurant, retail and B2B):
Target Areas ( i.e. the states where you sell):
Merchant Lead Sources (i.e. online marketing, association referrals and so on):
Years in the Industry:
How do you market and sell?
Who do you work with today?
How did you hear about CardConnect?
Do you offer other products/services?

Let's Get Started.

© 2023 CardConnect, LLC. CardConnect is a registered trademark of CardConnect, LLC.

09/23

# Partner Information Sheet

<b>Name:</b>	<b>Company Name:</b>
<b>Home Address (Cannot be a P.O. Box):</b>	<b>Business Address:</b>
<b>City/State:</b>	<b>City/State:</b>
<b>Zip:</b>	<b>Zip:</b>
<b>Telephone:</b>	<b>Cell:</b>
<b>Date of Birth:</b>	<b>Email:</b>
<b>Social Security Number:</b>	<b>Driver's License/State:</b>
<b>Have you ever been convicted of a misdemeanor or felony?</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>If Yes please provide the additional required details:</b>	
Type of Offense:	Details/Disposition:
Offense Date:	Disposition Date if Applicable:
Current Status:	City and State the Offense Took Place:
<b>Will you solicit merchants in the state of CA?</b> <input type="checkbox"/> Y <input type="checkbox"/> N If yes, please provide: 1) An LLC Certificate or state charter document or 2) A general business license if acting as sole proprietor [Note] If you are a sole proprietor and do not have a general business license you will not be able to conduct business in California	
<b>I hereby authorize Company to obtain the consumer reports described below about me.</b>	
<b>Signature:</b>	
<b>Date:</b>	

Fiserv (the "Company") may request from a consumer reporting agency and for employment-related purposes, a "consumer report(s)" (commonly known as "background reports") containing background information about you in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments (if applicable)).

HireRight, LLC ("HireRight") will prepare or assemble the background reports for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800-400-2761), hireright.com

**Important Notice:** With the exception of (1) minor traffic offenses and (2) records sealed by a court or exempt from disclosure as permitted by federal, national, or state law, you must self-disclose any felony, misdemeanor, and/or petty offense conviction, or any equivalent thereof; any process by which an admission to a criminal offense, plea of guilty, or plea of nolo contendere was entered before any court; entry into a pretrial diversion or similar program; and any other formal admission to a criminal offense made to any court or legislative, executive, judicial, or administrative body. Please see relevant definitions below. **Minor Traffic Offenses.** Disclosure is not required for minor traffic offenses that were punished by only a nominal cost or fine. **Traffic-related offenses** carrying probation, supervised or otherwise, and/or jail time must be reported. **Pretrial Diversion or Similar Program.** Entry, whether formal or informal, into a pretrial diversion or similar program is characterized by a suspension or eventual dismissal of charges or criminal prosecution upon agreement by the accused to treatment, rehabilitation, restitution, or other noncriminal or non-punitive alternatives. Whether a program constitutes a pretrial diversion or similar program is determined by relevant federal, state, or local law. Examples include, but are not limited to, cases disposed of by deferred adjudication, deferred judgment, adjudication withheld, and probation before judgement. **Criminal Offense.** A criminal offense means any offense that is a felony, misdemeanor, or petty offense, or any equivalent thereof, under federal, national, state, or local law, which includes, but is not limited to, bad check writing, insufficient funds, drug offenses, DWI, DUI, DWAI, public intoxication, and disorderly conduct. **Conviction.** A conviction includes a plea, verdict, or finding of guilt, regardless of whether the court imposed a sentence. Self-disclosure of a criminal record will not necessarily disqualify you from employment with or assignment to Fiserv. Each criminal record, will be subject to an individualized assessment, factoring in the nature and gravity of the offense, time elapsed since the incident, job-relatedness, and other mitigating circumstances. Failure to self-disclose such information on this application, however, will generally result in your disqualification from employment or assignment to Fiserv. If you have answered "Yes" to the self-disclosure question above, please provide all details requested below for each criminal offense subject to self-disclosure.

A consumer reporting agency will prepare or assemble the background reports for CardConnect. CardConnect is located and can be contacted by mail at 1000 Continental Drive (Suite 300) King of Prussia, PA, 19406 and by phone 877-828-0720 or fax 484-581-2201. Information about CardConnect's privacy practice is available here.

# ACH Authorization Form

## Authorization to Honor ACH Electronic Credits and Debits by and to CardConnect, LLC

As a mutual convenience this Company hereby requests and authorizes Bank to honor ACH electronic debits from CardConnect, and to honor ACH electronic credits payable to Company and adjustments to any ACH electronic debits made in error to Company's account as described below. This authority is to remain in effect until revoked by Company in writing to Bank and CardConnect. Until Bank and CardConnect actually receive such notice, Company agrees that Bank shall be fully protected in honoring any such ACH electronic credit or debit.

### Company Information

Bank Routing Number	
Checking Account Number	
Name on Account as Listed With Bank	
Printed Name of Authorized Depositor	
Signature of Authorized Depositor	

### Instructions to Company

- Please complete this form and have it signed by the Company's representative who is authorized on your Bank account (Authorized Descriptor)
- The checking account number and bank routing number must match the pre-printed check or bank letter. Please be sure to include any preceding zero's associated to your account
- Please include a copy of a pre-printed check or bank letter (No starter checks or automatic deposit forms)



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Simple & Secure Payment Processing

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# Enable your customers to make a difference

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Go beyond processing credit cards – make every transaction make a difference. At Chip In, every swipe does some good. Join hundreds of merchants who are dedicated to building a better future by giving back.



**Chip In is the most community conscious and stable way to process payments.**



Chip In enables merchants to be active members of their community by donating part of their fees to the charity of their choice. We're empowering businesses to participate in the economy of giving with the swipe of a credit card.



#### **Zero downtime**

Regardless of your company size or industry, there is no extra set-up work required to process with Chip In.



#### **Support**

End-to-end encryption, tokenization and a suite of digital commerce solutions for virtually any business.



#### **Competitive**

We are a merchant first organization. Our retention rates as well as our processing rates reflect that. With three decades in the industry, providing the best rates and customer service is what we do best.



#### **Make a difference**

We take a percentage of our fees and donate them every month on the merchants behalf. Give without the cost of giving.

# How It Works

Deliver value beyond the transaction.

## Review

We review your month-end merchant statement to identify the best processing rate possible.

We meet or beat your current rate to save you money and protect your bottom line.

## Create

We create a customized solution with the tools you need to achieve optimal business growth.

Whether implementing eCommerce software to mobile payments, setting up 1,000 POS systems to one, Chip In makes setting up payment processing integrations painless with no downtime.

## Give

Once you're up and running, merchants choose any 501C3 certified organization or a Chip In pre-certified nonprofit to give back to.

Chip In donates a percentage of the processing fees to the selected charity each month.





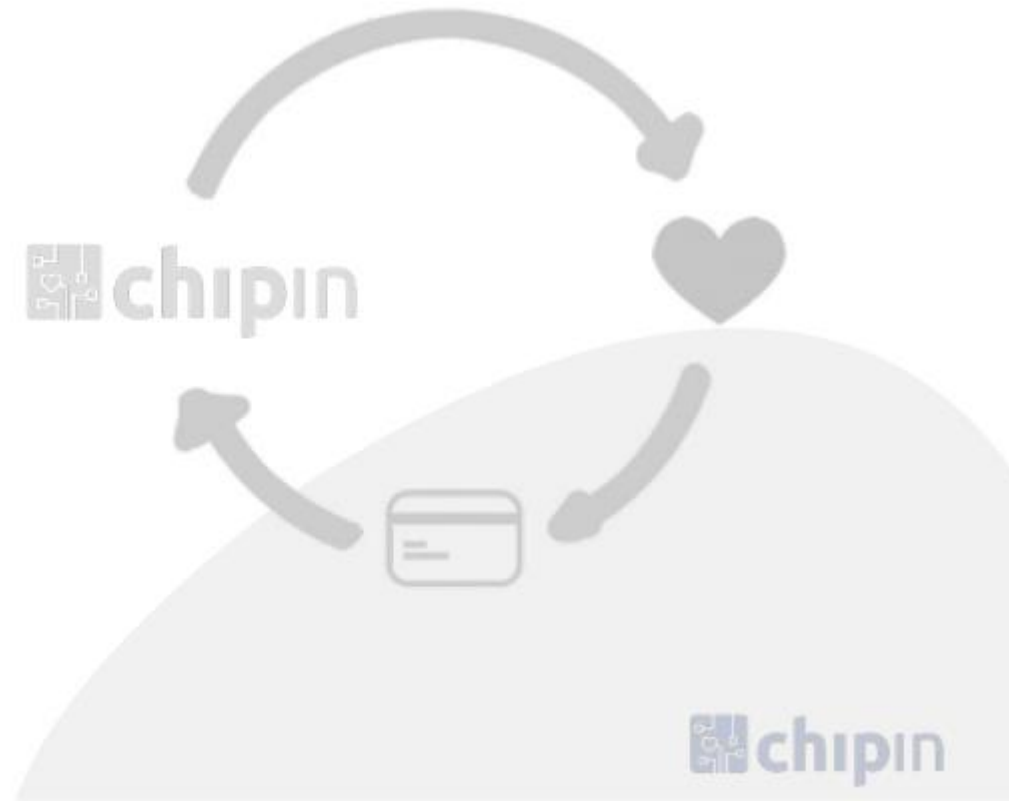
# Case Study

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**Mammoth Mountain is home to one of California's best resorts for winter sports. Since the mountain is a huge driver for the Mammoth economy, Chip In wanted to do its part by enabling business owners to drive growth within the broader community.**

# The Concept/Goal

With the notion that every dollar counts and that if one rises, we all rise, our goal was to team up large and small merchants in the community to all process with Chip In donates a percentage of the processing fees to the same nonprofit – Mammoth Mountain Community Foundation. By harnessing the power of giving back, we set the goal of creating sustainable income focused on growth in the local economy.





# The Outcome

The program was well received by the Mammoth community and has been going for 10 years strong. The Mammoth Community Foundation received over \$350,000 from our processing fees. Because the donations are reoccurring, the money can be used to support recurring initiatives. The Mammoth Public School System receives a 100% of the donations and now offers STEM and Music Curriculums to more than 600 children each year.





# Nonprofits

Chip In provides its merchants with pre-certified nonprofits so that merchants can easily donate on a recurring basis. Becoming a verified nonprofit means you get exclusive access to direct funding monthly.

## Benefits of being a Chip In nonprofit:

- Donations are ongoing for as long as the merchant continues to process with us.
- Receive donations once a month.
- Donations are directly deposited to your bank account.



# chipin + cardconnect.

Chip In is powered by CardConnect (a Fiserv company), a leading provider of payment processing and technology solutions. With CardConnect, you can streamline the way you accept and manage transactions, all while reducing your processing fees with member-only rates.



## Lower Processing Fees

Members save an average of 27% on processing fees by switching to CardConnect.



## Robust Payment Security

Powerful features like PCI-certified point-to-point encryption and patented tokenization secure cardholder data for the ultimate data breach protection



## Omni-Channel Payment Acceptance

Whether you need to accept payments in-person, online or over the phone - CardConnect has you covered

6 Million  
Merchant Locations

**THE  
First Data®  
ADVANTAGE**

Over 40 Years  
In Payments

Omni-Channel  
Payment Acceptance

Tokenization

P2PE

THE  
**cardpointe**  
TECHNOLOGY SUITE

88 Billion  
Transactions Globally


2,800  
Transactions Per Second

PCI Scope Reduction



# A Fiserv Payments Platform

CardConnect is a payments platform of Fiserv that is focused on helping businesses of all sizes grow through the seamless integration of secure payment processing.



As a global leader in technology and payments that enables **commerce, banking** and the **safe and secure movement of money**, Fiserv has the breadth of capabilities and depth of expertise to deliver unmatched value to clients



# CardConnect's Value Proposition



## Comprehensiveness & Scalability

End-to-end payments platform, including gateway and merchant acquiring

Omni-channel product suite supporting card-present and card-not-present sales channels

Full transaction lifecycle data captured via gateway and processor

CardPointe desktop portal and mobile app for transaction management and reporting



## Cost Savings

No gateway fees and lower processing costs

Interchange optimization feature that lowers transaction fees on applicable card types

PCI scope reduction and lower costs associated with compliance management, with patented tokenization and P2PE



## Developer Friendly

Out-of-box integrations for popular e-commerce, accounting and ERP systems

APIs and SDKs to connect gateway, tokenization and P2PE devices to any application

# A Consultative Approach

CardConnect works **together** with businesses to ensure their unique payments needs are adequately and efficiently met via our robust payment acceptance suite of products.

## Credit Card Acceptance Points:

- + Invoices
- + In-Person
- + More!

## Card types:

- + MC/Visa/Amex/Discover
- + Gift Cards
- + Other

## Desired Functionality:

- + No Gateway Transaction Fees
- + Industry-Leading Security Measures
- + Omni-channel acceptance

## Improved Support:

- + Dedicated, 24/7 in-house support is a guarantee to ensure merchants' payments ecosystems are running seamlessly at all times

# Our Clients



## Features to Love

- + **Later next Day Funding:** 9:50pm ET batch close – receive deposits the next business morning
- + **Real-Time Reporting:** The CardPointe platform comes with real-time transaction management and multiple-location reporting
- + **Interchange Optimization:** Our gateway automatically passes Level II/III data so you'll receive the lowest rate possible for every transaction, ensuring transparent pricing
- + **Email Invoices:** With the CardPointe Hosted Payment Page solution, customers receive receipts via email with a few clicks of the mouse!



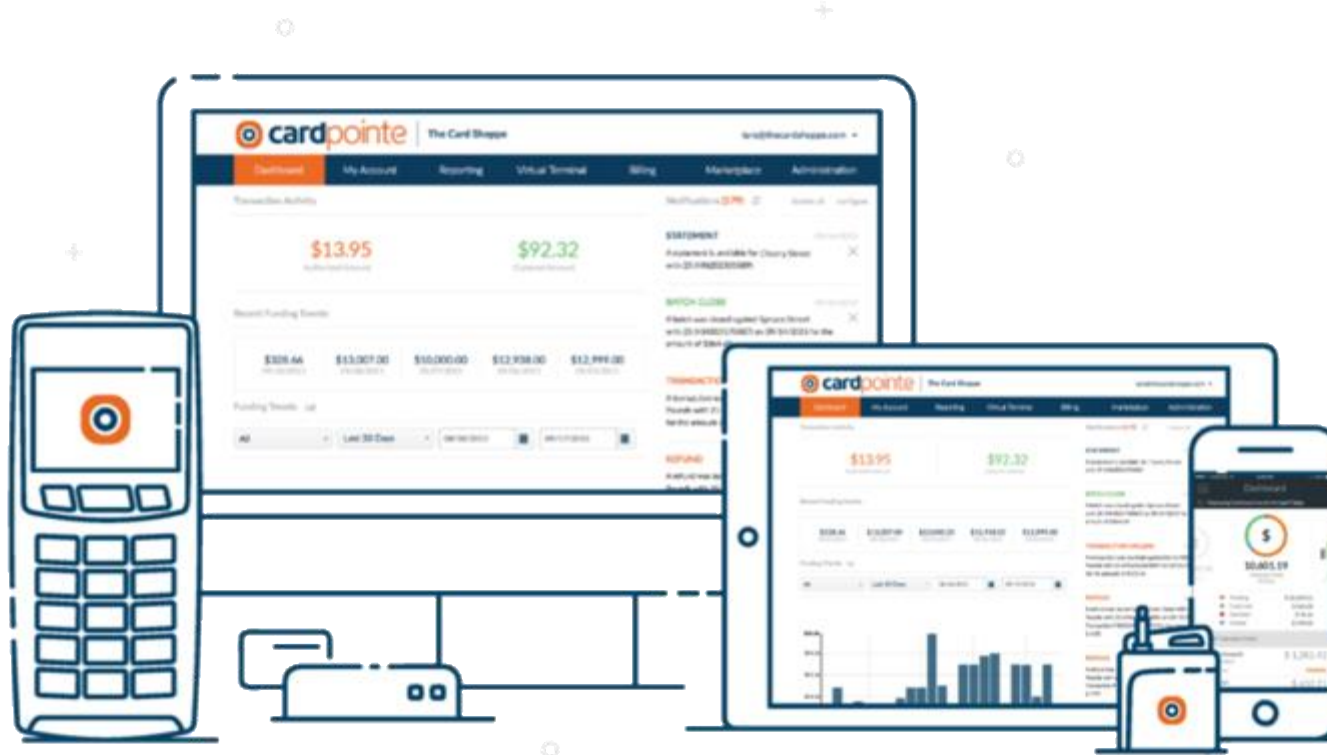
# Our Offerings

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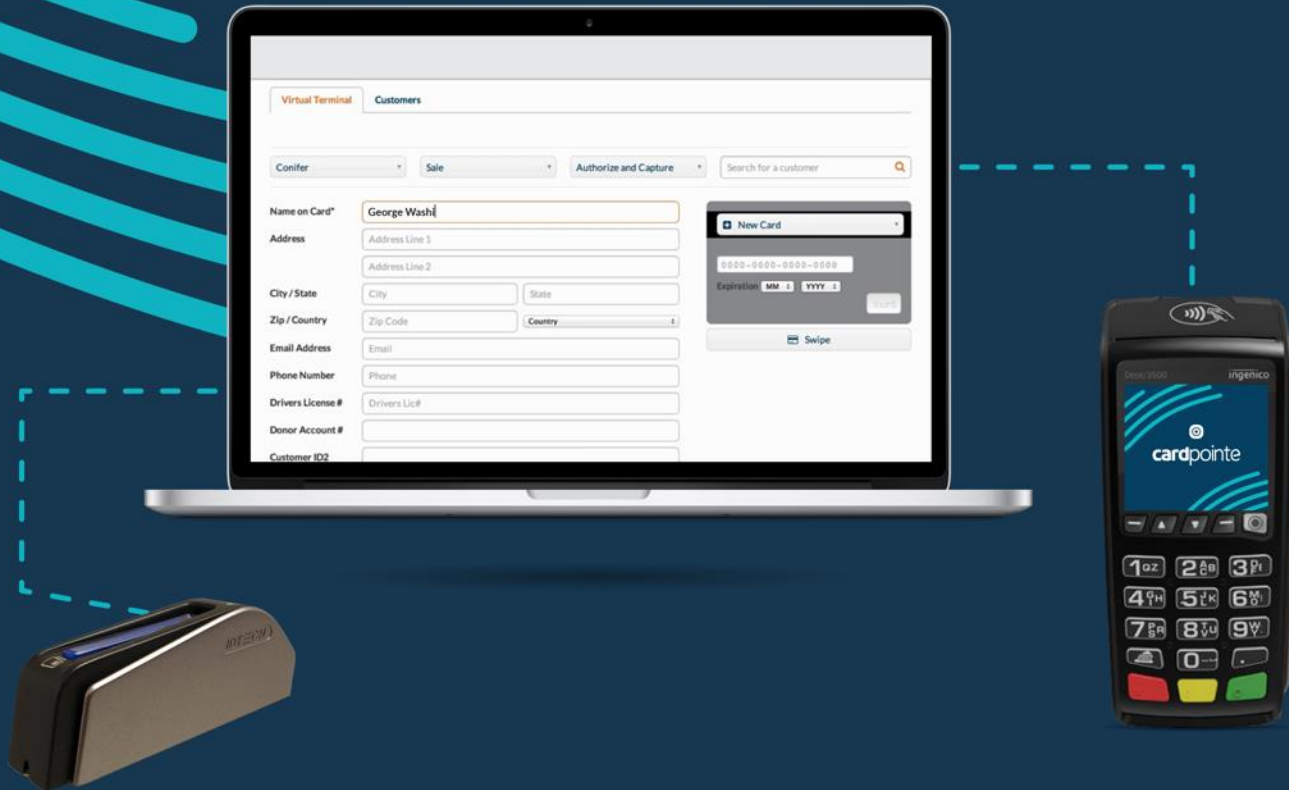
## Omni-channel payment processing platform with real-time transaction management and reporting

- + iOS + Android App
- + Virtual Terminal
- + Self-Service Marketplace
- + Account Alerts



- + P2PE Terminal
- + Next Day Funding
- + Recurring Billing
- + eStatements

# cardpointe virtualterminal



- ✓ ACH/Check
- ✓ Interchange Optimization
- ✓ Recurring Billing
- ✓ Tokenization
- ✓ Customer Profiles
- ✓ Integrated Devices & Receipt Printer



# An online business' best friend



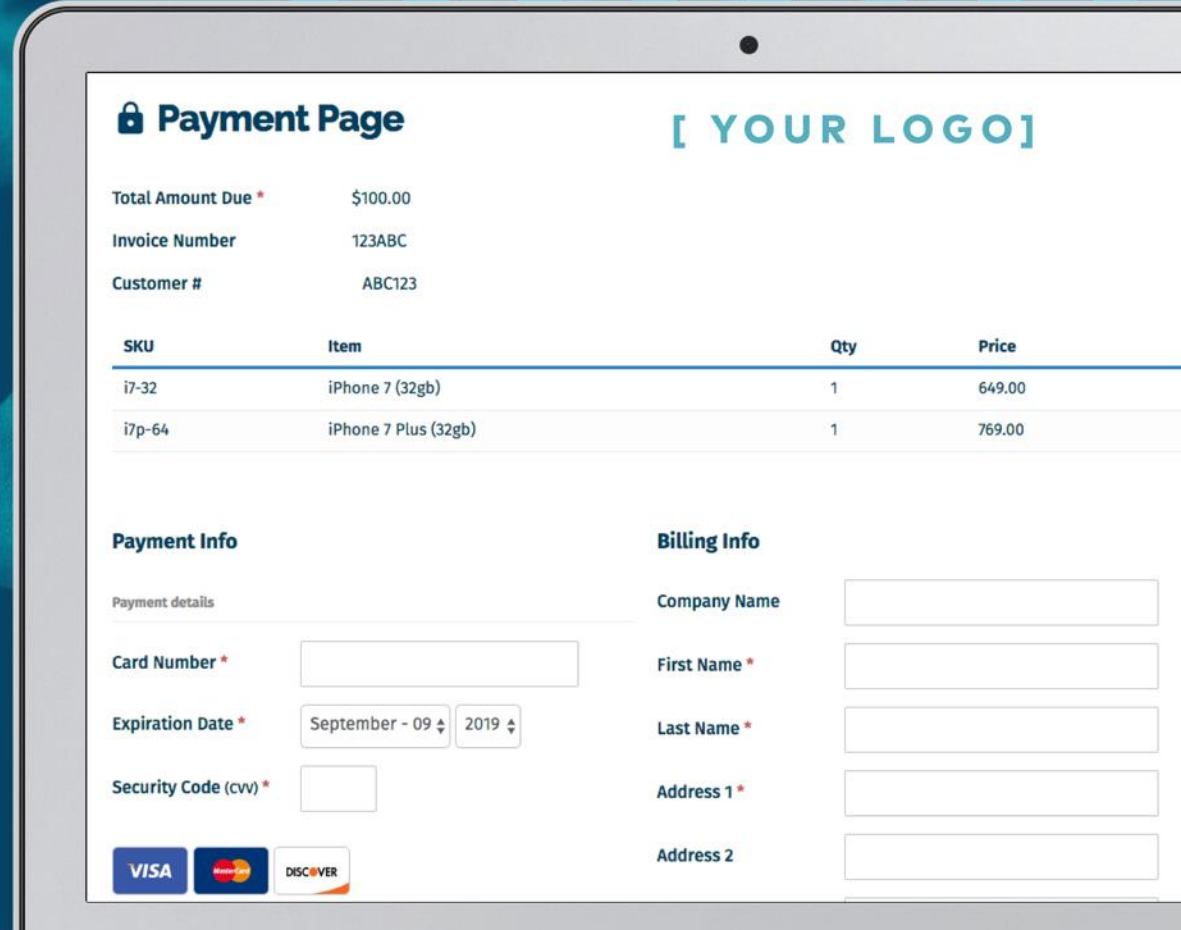
Pay/Buy  
Now Button



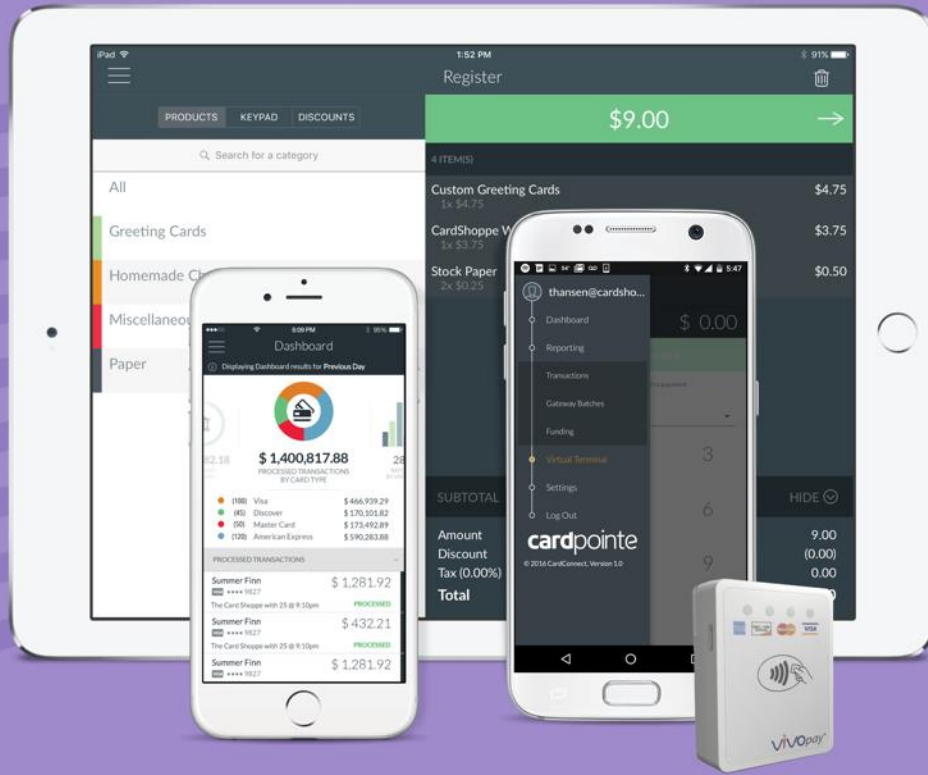
No Developers  
Needed



Accept  
Charitable  
Donations







Accept Payments



Manage Transactions



Access Reports



Create Customer Profiles

# cardpointe TERMINAL



Plug &  
Play



P2PE



EMV



Interchange  
Optimization





## Reporting

TRANSACTION  
HISTORY

FUNDING

CHARGEBACKS

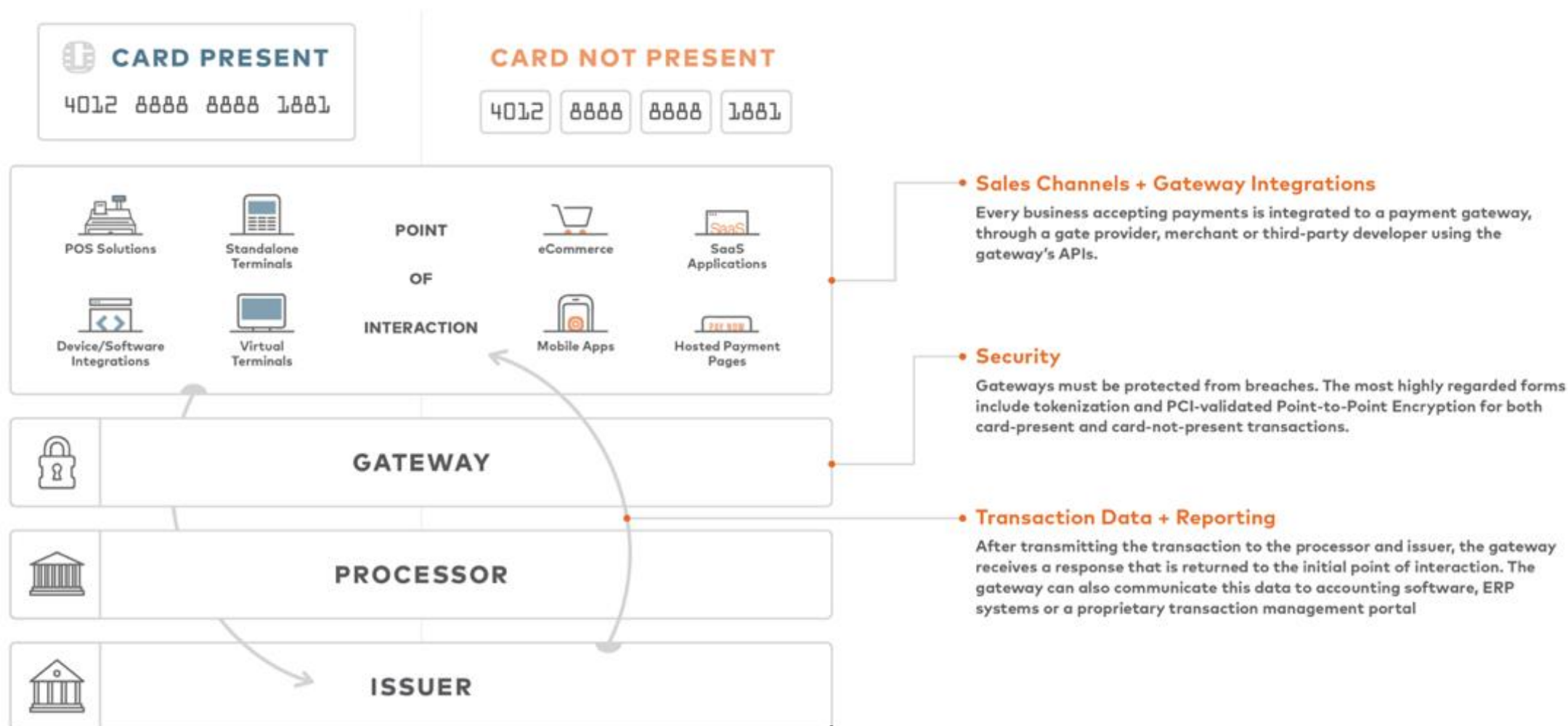
GATEWAY BATCHES

# Real-Time Reporting

- Manage processed payments
- View full transaction lifecycle reports, including:
  - Gateway batches
  - Funding events
  - Chargebacks
  - Statement archive



# CardPointe Gateway



# Out-of-Box Plugins + Customizable API



**CardPointe  
Gateway**



**CardPointe  
Integrated  
Solutions**



**SRED**



**CoPilot**



**Mobile SDK**



**CardSecure**



**PANpad**



**Hosted iFrame  
Tokenizer**

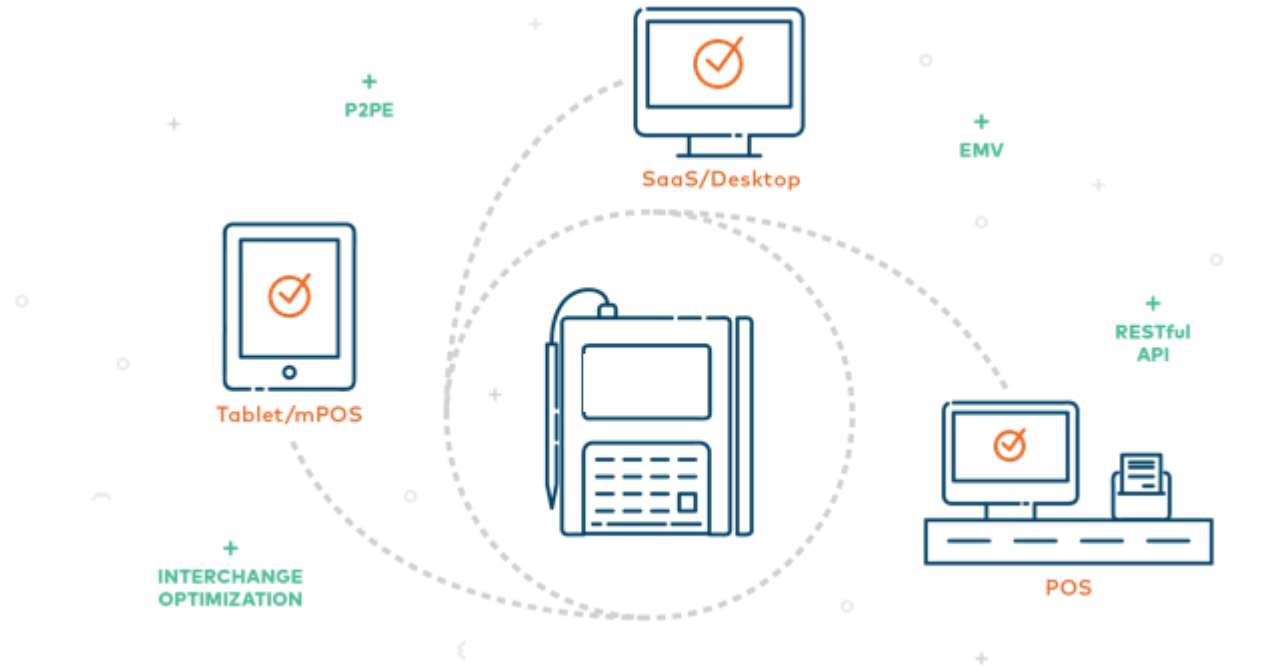


**Shopping Cart  
Plugins**

# cardpointe

## Simple integration, superior security

CardPointe integrated payments is quick and easy to integrate our PCI –validated P2PE devices into any software environment.



# Meet the CardPointe Integrated Family

## cardpointe

For retail or custom point-of-sale apps



Clover Mini



Clover Flex



Ingenico iSMP4



Ingenico Lane/  
3000



Ingenico Lane/  
5000



Ingenico Lane/  
7000

## Mobile SDK

For accepting payments on-the-go



ID TECH VP3300

## Desktop SDK

For browser-based EMV payments



ID TECH Augusta

## CardPointe Unattended

For secure, self-service payments



ID TECH VP5300

# Interchange Optimization

## Interchange Rates

- + Fees assessed by Visa and MasterCard
- + Plus the fees a merchant's bank (the “acquiring bank”) pays a customer's bank (the “issuing bank”)

## Reducing Interchange

- + CardConnect aggressively manages interchange rates so our customers receive the lowest rate possible
- + Interchange management
- + Smart Gateway

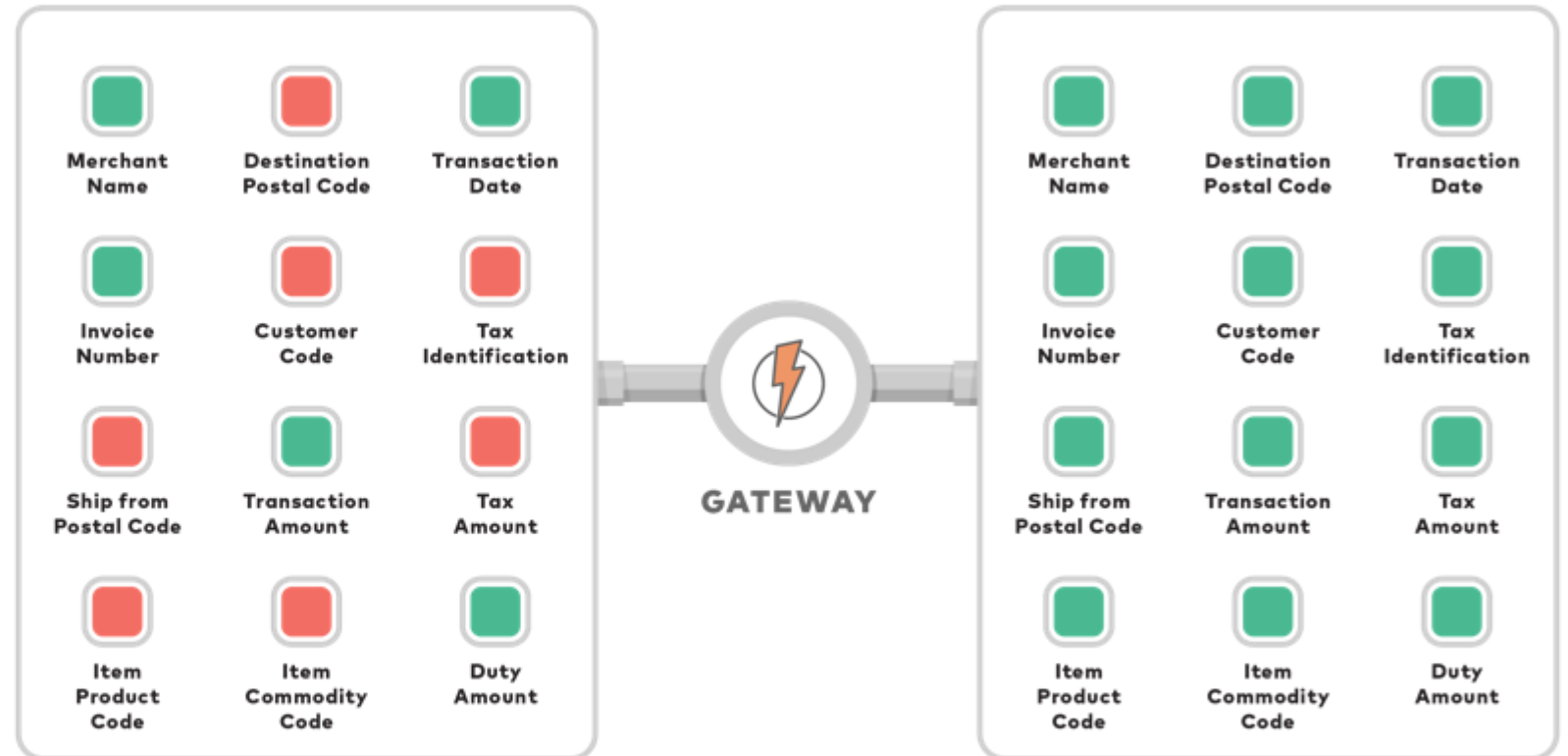
# Interchange Optimization

## How Our Solution Works

- > Merchant transmits Level II/III data fields
- > CardConnect gateway checks required fields
- > Missing data supplemented with Default Data

## Average ROI (Against Competitive Solutions)

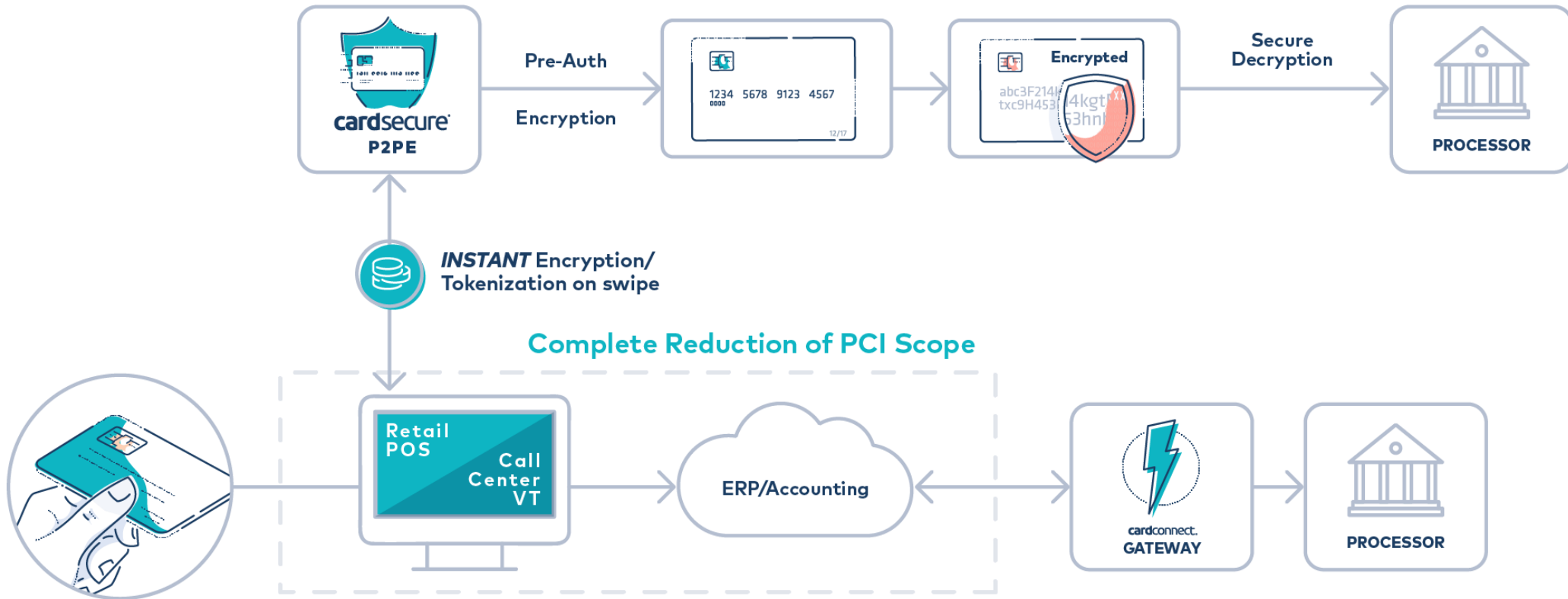
- > Interchange savings of over 17%
- > Effective rate savings of 54 basis points



# Payments Security

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# CardSecure



SAQ D > SAQ A / P2PE | 326 questions, ASV Scan, PEN Test > 14 / 35 questions (no scans or tests)



## CardSecure protects every transaction through data breach protection and PCI scope reduction

- Defends cardholder data at the point of interaction (swipe, dip, key entry)
- Replaces sensitive information with an irreversible token while simultaneously encrypting the cardholder data and storing it in an off-site PCI-validated vault
- Result: merchants never process, transmit or store unsecured card data on their system



# PCI Certified P2PE

## + Card Present & Not-Present Protection

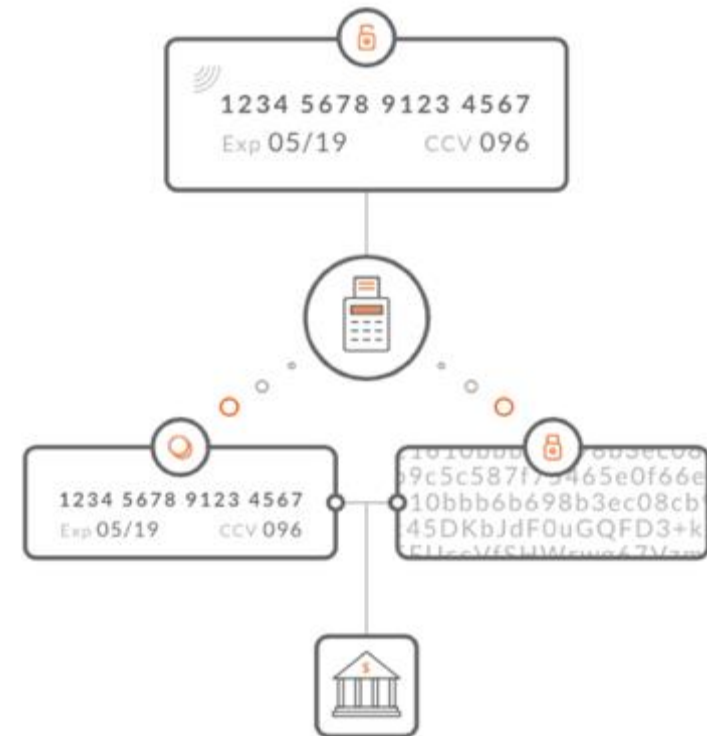
The most effective way to secure cardholder data for swiped, dipped and keyed transactions

## + Maximum PCI Scope Reduction

Reduce your SAQ to 26 questions, with the potential to eliminate the SAQ completely

## + Stops Malware

Thwarts would-be attackers from spreading malicious software across your network of terminals



# Patented, Intelligent Tokenization

## + Irreversible

Tokens are randomly generated and impossible to decrypt

## + Intelligent

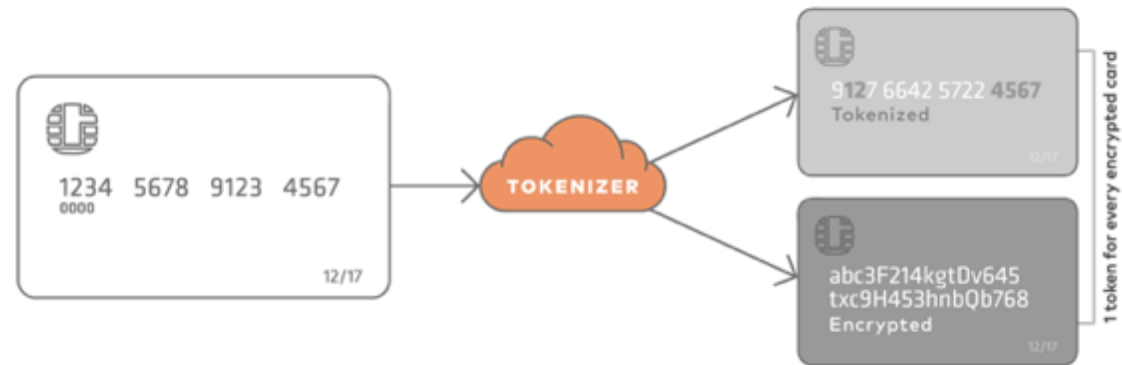
Passes Luhn test, maintains BIN recognition and last four

## + Persistent

Tokens can be used for recurring charges

## + Merchant specific

Tokens are unique to your organization



# Omni Channel Protection





EASTERN SIERRA  
**COMMUNITY  
HOUSING**

*We support workforce housing  
for a viable economy and  
sustainable community.*

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## **STAFF REPORT**

Subject: The Board will receive research on State and local requirements for ADU/JADUs

Presented by: Olya Egorov, Housing Navigator  
Matt Johnson, Volunteer  
Patricia Robertson, Executive Director

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## **BACKGROUND**

At the December 11, 2023 meeting of the Board of Directors, the Board had some questions regarding the policies, requirements, compliance, and enforcement regarding ADUs and transient/nightly rentals.

Following that meeting, staff completed some additional research on ADU policy at the state, local, and program levels.

## **RECOMMENDATION**

The Board of Directors should receive the report and provide any feedback or staff direction.

## **ATTACHMENTS**

1. Report: ADU and JADU Construction in Inyo County

# ADU and JADU Construction in Inyo County

*Last updated January 1, 2024*

## Introduction

The following report will provide a legislative overview of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) of the State and local level in Inyo County and City of Bishop. It will also address the restrictions under the Permanent Local Housing Allocation (PLHA) Program and CalHome Program.

## Permanent Local Housing Allocation (PLHA) Program

The guidelines specify that eligible uses under the PLHA Program include the predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in high-cost areas. The program requires that ADUs must be available for an occupancy term of no less than 30 days. (Source: [2019 PLHA Final Guidelines](#)).

Under its guidelines for its PLHA Program, Inyo County included a deed restriction provision that prevents short-term rental permits from being issued. Under its municipal code, those that host an illegal short-term rental receive a fine for every day that the unit is operated illegally.

## CalHome Program

Households assisted through CalHome Program for ADU/JADU construction are allowed to rent or lease their ADU or JADU unit. However, the program requires a rental term of at least 30 days to specifically protect ADU/JADU projects against vacation rentals. The Final Guidelines do not require deep income targeting, nor were income restrictions specified. (Source: [2019 CalHome Final Guidelines](#)).

## Inyo County

In its 2022 General Plan Annual Progress Report, Inyo County reports that it will use the funds under the PLHA Program for the predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including ADUs, that meets the needs of a growing workforce earning up to 120 percent of AMI. Inyo County writes that it will use the PLHA Program to provide ADU/JADU construction loans to low- to moderate-income homeowners for long-term rental. The County includes an incentive for renting to households under 60% and 30% AMI. In exchange, 20% of the loan may be forgivable if the homeowner can show that the ADU has been rented for at least 5 years to a tenant with income below 60% AMI and 30% of the loan may be forgivable if the ADU was rented for at least 5 years to a tenant with income below 30% AMI. (Source: [2022 General Plan Annual Progress Report](#)).

Additionally, Inyo County has adopted a short-term rental ordinance that does not allow for non-hosted rentals, which means that an owner or resident has to be on the property at all times during a short-term rental, which makes the short-term rental of a whole housing unit by an absentee owner a zoning violation. (Source: [2021 Housing Element Update](#)).

During public workshops, there has been discussion about limiting the ability of short-term rentals amongst ADUs/JADUs. (Source: [2021 Housing Element Update](#)).

### City of Bishop

In 2023, the City of Bishop adopted an ordinance that states that no property can be rented for less than 30 days if it is an ADU or JADU which is required to be rented for at least 30 days. (Source: [2019 Ordinance No. 563](#)). Additionally, the City of Bishop requires owners to reside on-site during a lodger's visit and specifies that the property that is not the short-term rental must be the primary residence where the owner/host lives.

### State of California

The State of California permits local agencies to require that the unit is used for rental terms longer than 30 days. The following can be ministerially approved by a local agency for a building permit **and** require a rental term longer than 30 days:

1. ADUs and JADUs with a proposed or existing single-family dwelling;
2. One detached, new construction ADU that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling;
3. Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space (at least 25% of the existing multifamily dwelling units) with at least one ADU;
4. No more than two ADUs that are located on a lot that has an existing or proposed multifamily dwelling, but are detached from that multifamily dwelling. In recent legislation, the State of California also removed the former owner-occupant requirement.

Various jurisdictions, including [Siskiyou County](#), declare that short-term rentals of ADUs and JADUs are prohibited. (Source: [Government Code 65852.2, effective January 1, 2023](#)).

### Compliance and Monitoring

While these restrictions help limit short-term rentals amongst ADUs and JADUs, it is important that the responsible jurisdiction(s) monitor the use of ADUs and JADUs to ensure compliance with rental regulations under the PLHA Program. Units that are identified as out-of-compliance will be subject to consequences such as a fine for every day that the unit is illegally operated as a short-term rental as written by Municipal Code for the City of Bishop and Inyo County.

Responsible jurisdictions may contract with a third party to provide compliance and monitoring services to ensure that ADUs and JADUs are used for their intended purpose. For example, Eastern Sierra Community Housing provides for the Town of Mammoth Lakes for its deed-restricted homeownership program.



**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Mammoth Lakes Housing  
**FOR THE PROVISION OF** PLHA Program Administration **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Program Administration services of Mammoth Lakes Housing of Mammoth Lakes, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Meaghan McCamman, whose title is: Assistant County Administrator. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from January 9, 2024 to June 30, 2027 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Five Hundred Thousand, Six Hundred Eighty Five dollars (\$ 500,685) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be

submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A** which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **C** and with the provisions specified in that attachment.

**9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County and its officers, officials, employees, and volunteers.

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County. In the event the Agreement is cancelled, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of cancellation.

**14. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

Notwithstanding the above, the County agrees and acknowledges that MLH intends to formally change its corporate name to Eastern Sierra Community Housing, Inc. Once the name change takes effect, all references to Mammoth Lakes Housing, Inc. or "MLH" shall be deemed references to the new corporation and the Agreement shall thereafter be deemed to be between the County and Eastern Sierra Community Housing. No further action or approval of the County shall be necessary to effectuate the transfer of the Agreement as contemplated herein.

**15. DEFAULT.**

If the Contractor abandons the work or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon thirty (30) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within thirty (30) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment). County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**22. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo	
<u>Meaghan McCamman</u>	Department
<u>PO Drawer N</u>	Address
<u>Independence, CA 95826</u>	City and State

Contractor:	
<u>Mammoth Lakes Housing</u>	Name
<u>587 Old Mammoth Rd</u>	Address
<u>Mammoth Lakes, CA 93546</u>	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Mammoth Lakes Housing

**FOR THE PROVISION OF** PLHA Program Administration **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Mammoth Lakes Housing**  
**FOR THE PROVISION OF PLHA Subrecipient - Program Administration SERVICES**

**TERM:**

**FROM:** 1.9.2024      **TO:** 6.30.2027

**SCOPE OF WORK:**

1. Mammoth Lakes Housing will adjust the draft guidelines developed in partnership with Inyo County HHS in 2020/2021 to reflect the rules and requirements of the PLHA loan program as described in the October 2019 PLHA Program Guidelines issued by HCD, Inyo County's successful PLHA application submitted November 2022, and agreement 2240-PLHA17669 between HCD and the County of Inyo.
2. Mammoth Lakes Housing will administer the rehabilitation and ADU/JADU loan program on behalf of the County of Inyo, consistent with Section 301(a)(2), serving as a subrecipient and responsible for all subrecipient requirements described in Standard Agreement 22-PLHA-17669.
3. Upon approval of the revised draft guidelines, Mammoth Lakes Housing will prepare marketing materials and informational materials to advertise the loan program throughout the entirety of Inyo County.
4. In administering the program, Mammoth Lakes Housing will adhere to the rules and requirements as outlined in Agreement 22-PLHA17669, Inyo County's successful PLHA application as submitted in November 2022; and the program guidelines as published by HCD in October 2019.
5. Mammoth Lakes Housing will prepare all project and administrative draw down requests on Inyo County's behalf and submit to Inyo County for review, execution, and submission to HCD.
6. Mammoth Lakes Housing will deliver complete loan files to Inyo County upon completion of each loan and before monitoring by HCD.
7. Mammoth Lakes Housing will directly participate in any monitoring by the state or other agencies and provide the necessary documents and files for such monitoring visits, advocate on Inyo County's behalf to the maximum extent appropriate, and respond to a correct any monitoring findings under the control of the subrecipient.
8. Mammoth Lakes Housing will provide marketing materials to Inyo County Code Enforcement to ensure that informational materials about the rehabilitation loan program is shared with homeowners whose houses are in a state of disrepair.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND Mammoth Lakes Housing**

**FOR THE PROVISION OF PLHA Subrecipient - Program Administration SERVICES**

**TERM:**

**FROM:** 1.9.2024

**TO:** 6.30.2027

**SCHEDULE OF FEES:**

As set forth in the Standard Agreement PLHA 2240-PLHA-17669, Administrative costs related to the planning and execution of eligible activities shall not exceed five percent (5%) of the grant amount (or \$24,534.35). Administrative costs shall be invoiced to the County in three equal installments of \$8,178.11. The first shall be billable no sooner than July 1, 2024; the second shall be billable no sooner than July 1, 2025, and the third shall be billable no sooner than July 1, 2026.

Staff, third-party consultants, attorneys costs, travel, and overhead costs directly related to carrying out the eligible activities described in Section 301 are "activity costs" and not subject to the 5% cap on administrative costs. "Activity costs" shall not exceed six percent (6%) of each loan amount, and shall be billable as each loan is made under the Inyo County PLHA loan program. A single invoice to Inyo County is allowable, which includes the PLHA program loan amount plus an amount up to the 6% cap on Activity Costs.

Notwithstanding the language set forth in Section 3. Consideration (E), Mammoth Lakes Housing's remuneration for program administration shall include \$10,000 in a lump sum payment upon Inyo County's approval of the revised program guidelines, in order to support up front marketing and program development costs.

PLHA Loan Program and Activity Delivery:	\$ 466,150.75
Administration Cap:	\$ 24,534.25
Up Front Costs:	\$ 10,000
Total:	<u>\$500,685</u>

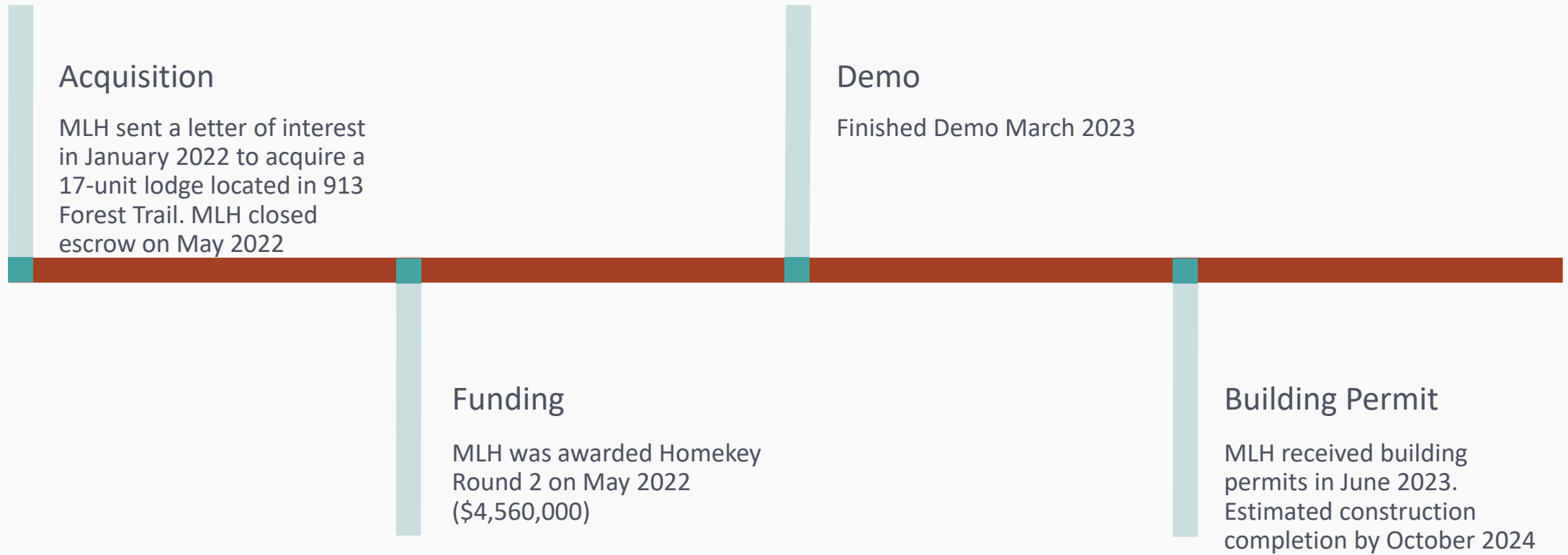
# Innsbruck Lodge Update

*Presented by: Erik Guzman*

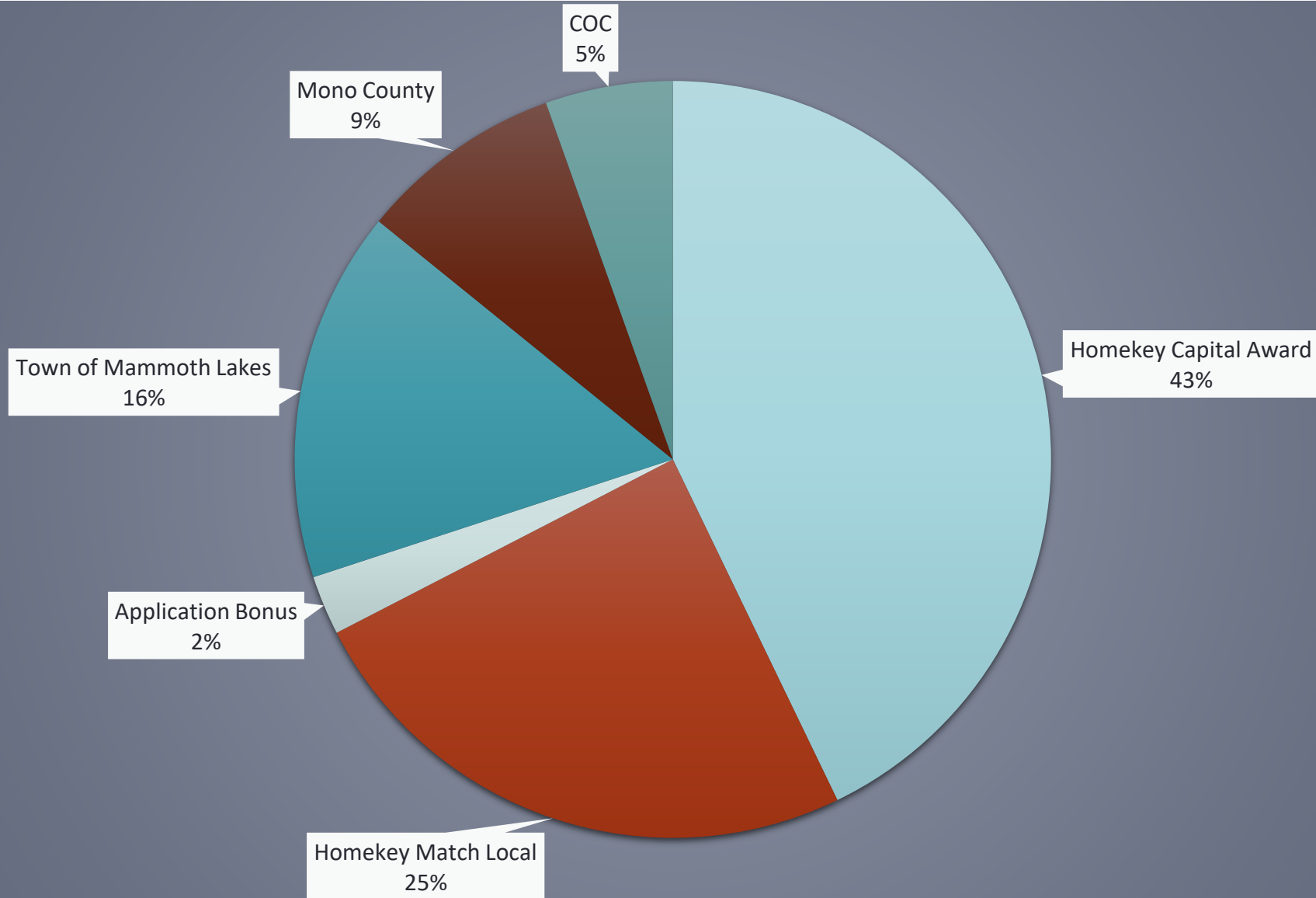
*Title: Project and Program Associate*

*Date: January 8, 2023*

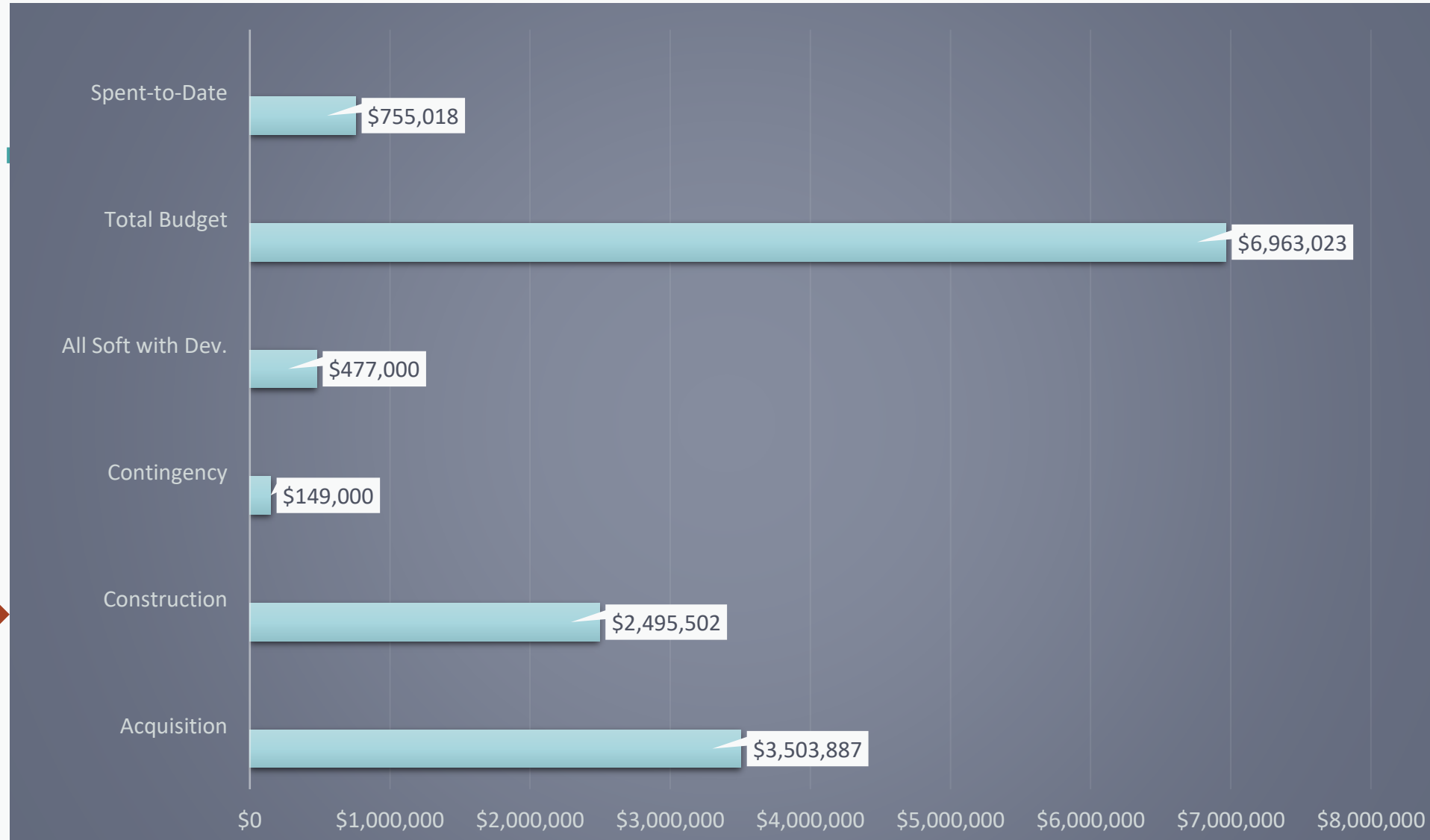
# Background



# Funding Stack

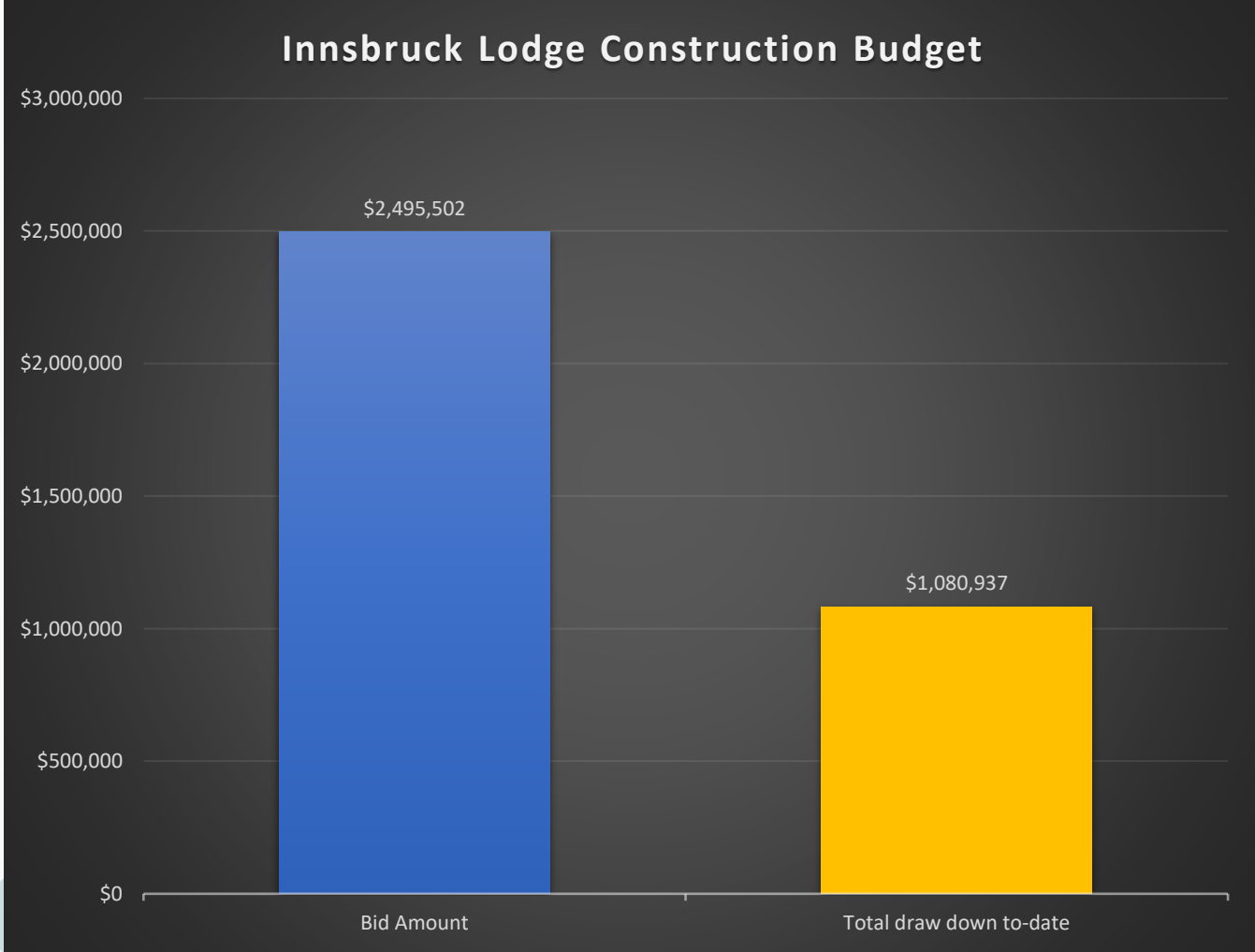


# Development Budget



Percent Spent to Date up to December 2023: 11%

# Construction Budget & Percent Completed



Percent Completed: 43%



# Construction Photos



**Innsbruck Lodge**



**Upper and Middle Floor**



**Units Rehab**



**Managers Unit**



Page 106 of 120  
**Lower Floor**



**Units Rehab**

# Project Update

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## Temporary Certificate of Occupancy

We will deliver 6 units (including managers unit by March 2024

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## Occupancy

Due to electrical equipment supply chain shortage, occupancy is delayed from December 2023 to December 2024

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## Electrical

Electrical Equipment was ordered on October 2023. Expected arrival of electrical equipment July-October 2024

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## Temp Power

Temporary Power has been established for the 6 units that will be available in March

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## Parking

Meet with Marriot and came to an agreement to provide snow storage/ additional parking on the space for a monthly fee of \$\_\_\_\_\_



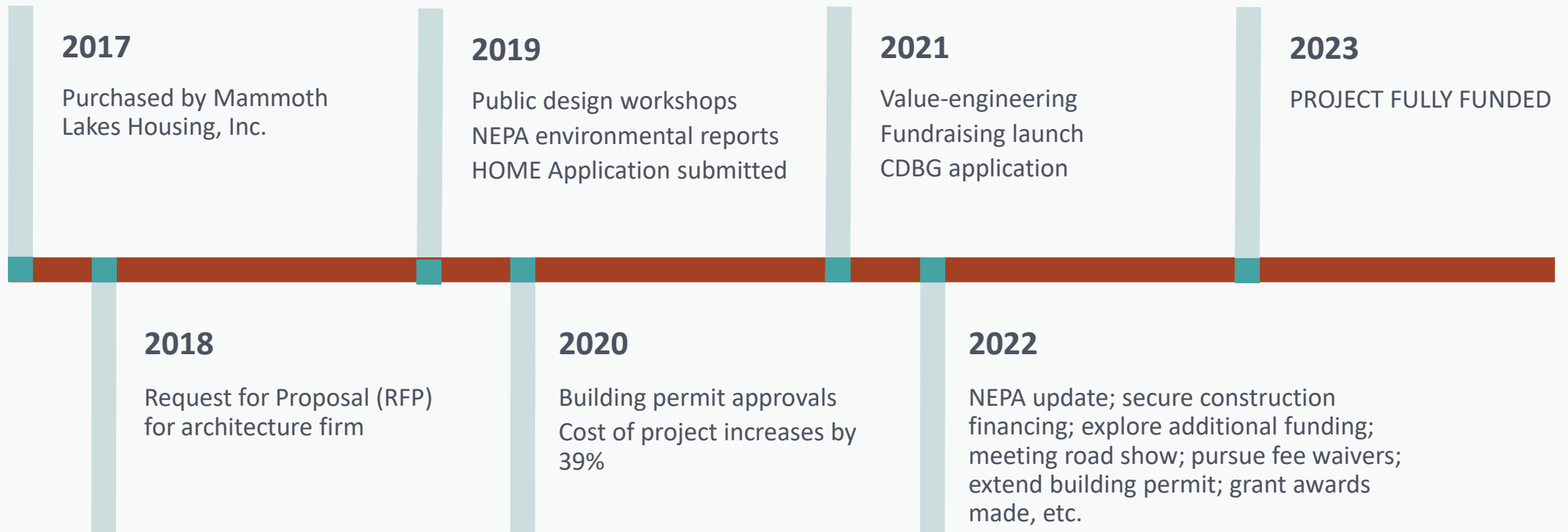
# Access Apartments Update

*Presented by: Erik Guzman*

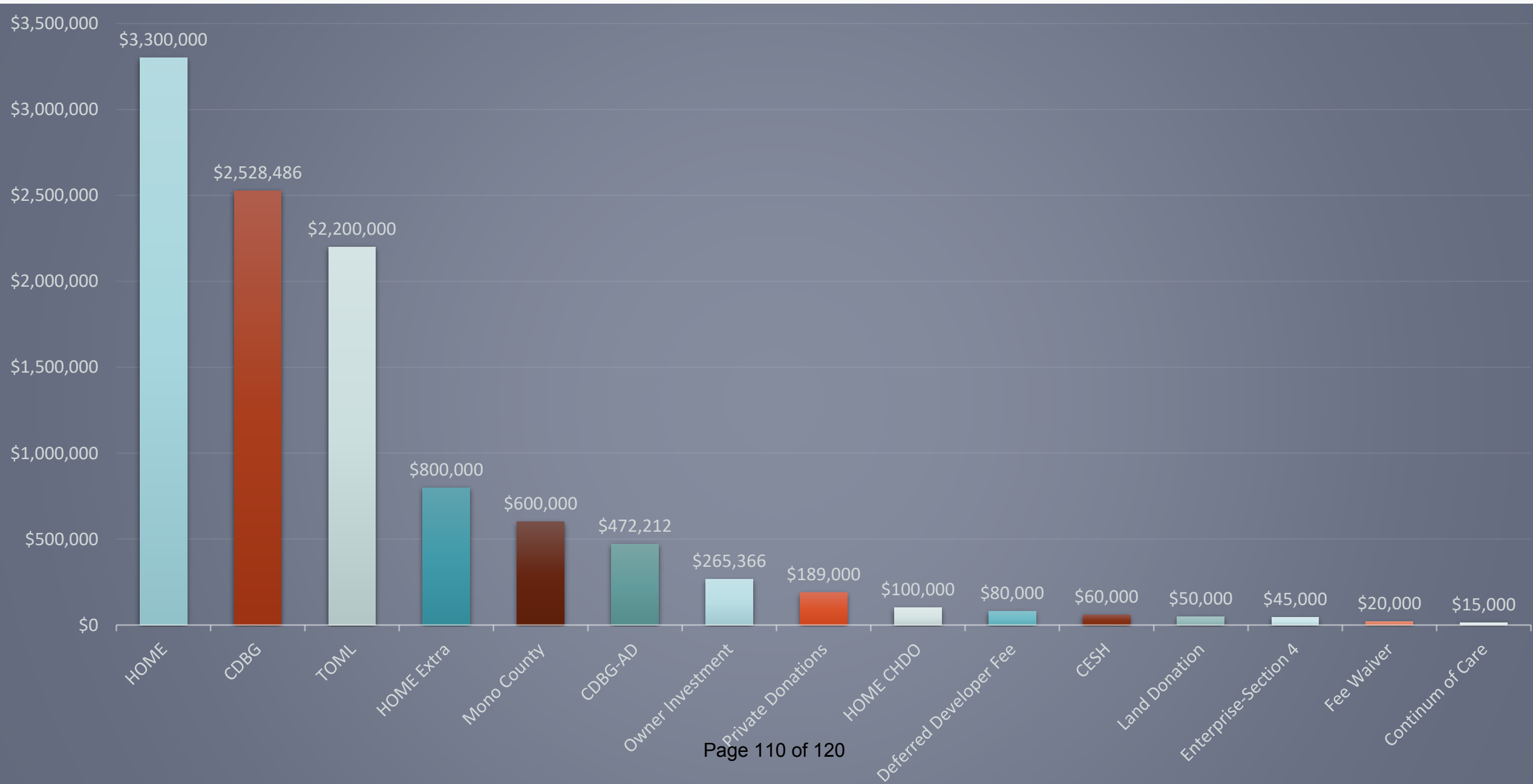
*Title: Project and Program Associate*

*Date: January 8, 2023*

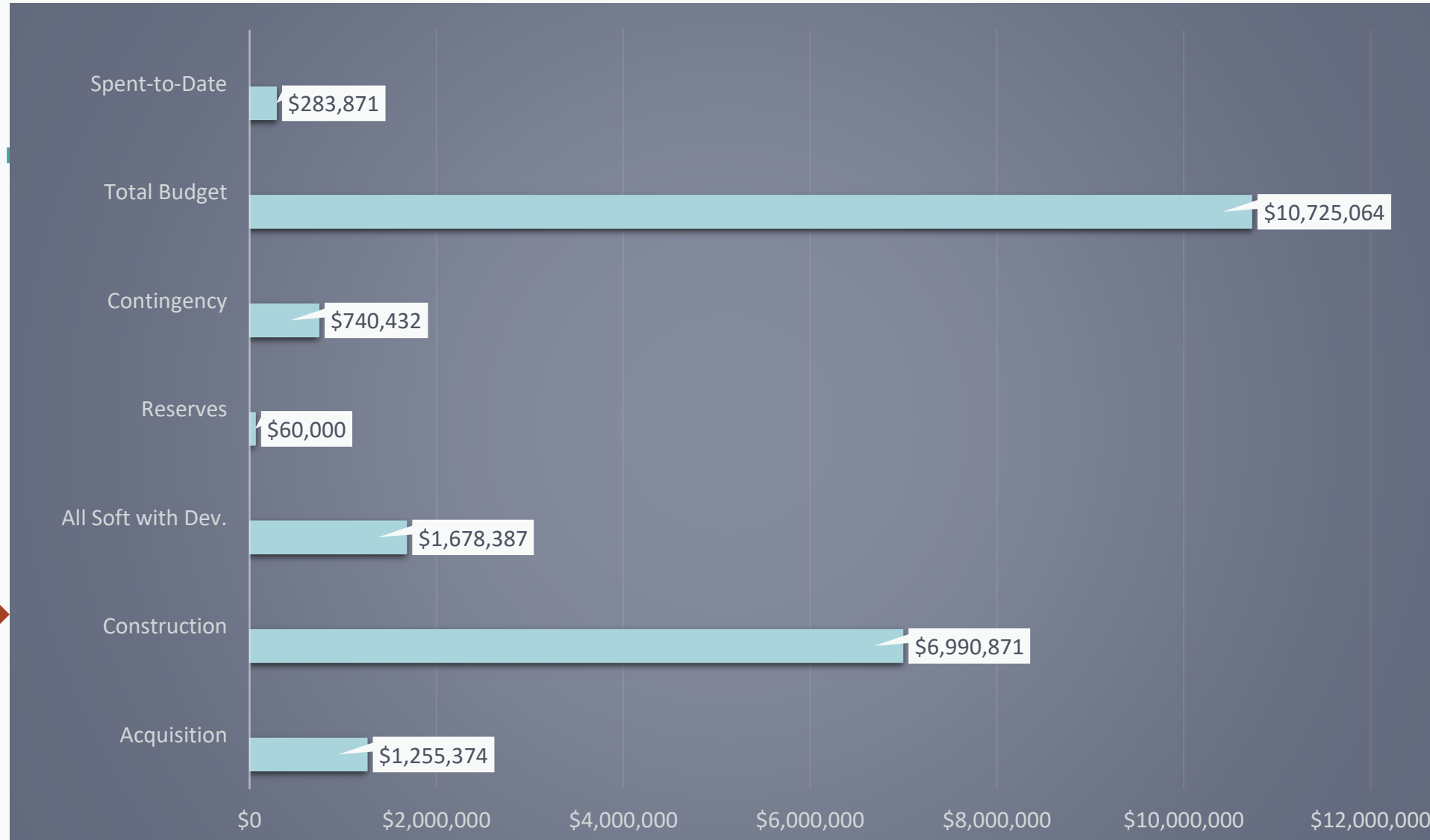
# Background



# Funding Sources



# Development Budget



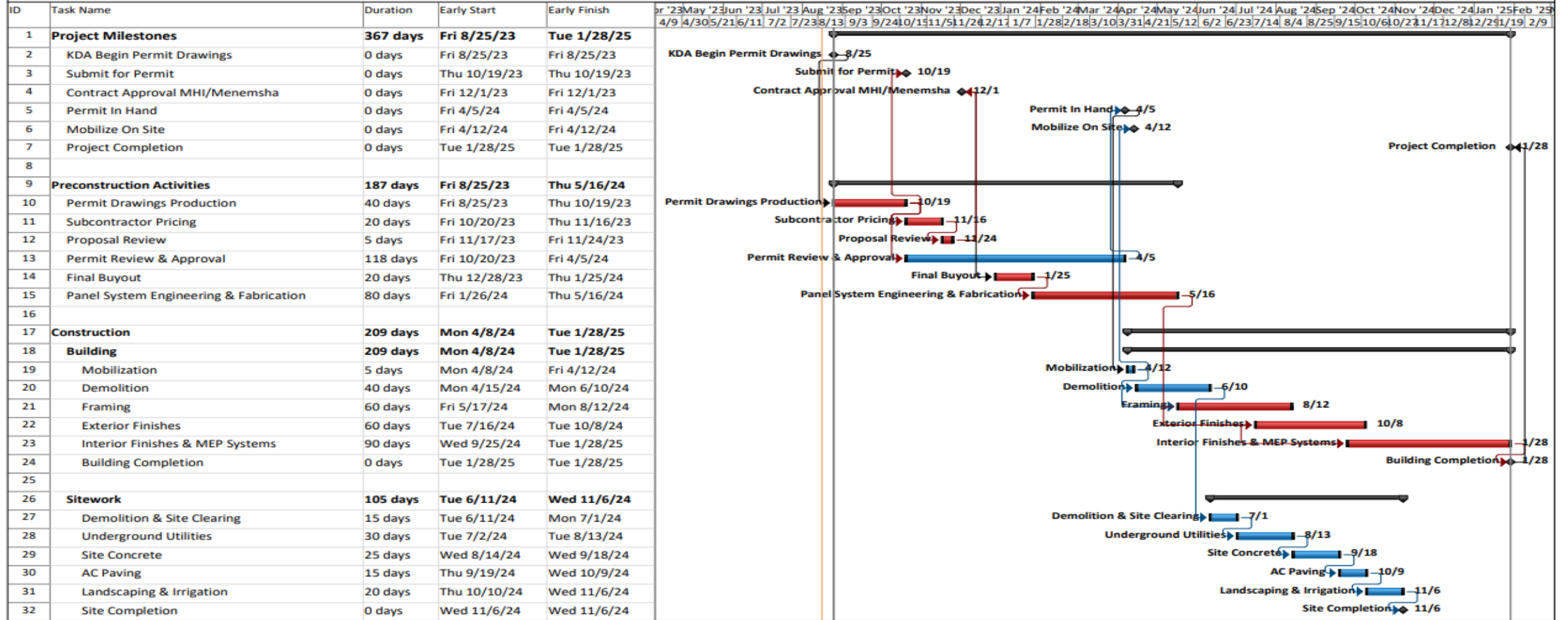
Percent Spent to Date up to December 2023: 3%



# Menemsha Construction Timeline



Mammoth Lakes Housing - Sierra Manor  
 238 Sierra Manor Rd  
 Mammoth Lakes, CA  
 Preliminary Schedule 8.16.23



# Project Update

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## ESCH OAC Meeting

We are having weekly call with the team

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## HOME Closing Calls

Plan on having weekly calls. Currently working with HCD to get our project in front of ILC for approval

---

## General Contractor

Contract is under legal review.

---

## Site Visit

Site visit from GC Supervisor on 12/28/2023

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EASTERN SIERRA  
**COMMUNITY  
HOUSING**

*We support workforce housing  
for a viable economy and  
sustainable community.*

---

## **STAFF REPORT**

Subject: MLH Programs Update

Date: December

Presented by: Erik Guzman-Rangel, Program & Project Associate  
Patricia Robertson, Executive Director  
Isaura Ocampo, Housing Navigator  
Olya Egorov, Housing Navigator

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## **RENTAL PROGRAMS**

### **Rental Unit Turnover:**

- No unit turnover
- Coordinating with new onsite management for Buckingham

### **Waitlist Management:**

- 187 Households
- 519 individuals (including 234 children under 18)
- 26% are households of 2
- 70% are households of 1, 2, 3
- 47% have income below 50% AMI

## **HOMELESSNESS INTERVENTION & HOUSING NAVIGATION:**

### **Housing Navigators:**

- DEI Update: Olya
- Alpine Update: Olya
  - Board of Supervisors meeting
  - Other updates
- Mono Update: Isaura
  - Dept meeting
- Business outreach
- Building Housing Database with partners
- Coordinate with Anthem on 25K Donation for Access and additional funding
- Submitted 2 grant apps for Rental Assistance at Innsbruck

**Coordinated Entry**

- 40 households entered into coordinated entry by MLH staff
- Currently 273 clients in Coordinate Entry System
  - 189 Households
  - Working to transfer all clients to the SPDAT system
- Policies and Procedures subcommittee

**Transitional Housing**

- Birch Creek – No changes since last report
  - Currently occupied
  - Capital Reserve used (\$5,200)
  - Capital Reserve balance \$24,800
    - Needed repairs
  - Working on a new lease agreement
  - \$5K To MLH for Operating Reserve from Mono County
  - Working to get tenant into permanent housing

**OWNERSHIP PROGRAMS**

**Homeownership updates**

- E-301 Sold!!
- Proceeds allocated to Cash Risk Reserve until further action by the Board of Directors

**Deed Restriction Retention & Land Trust Expansion – Town of Mammoth Lakes Bridge Program**

- Annual Monitoring
  - 81% Submitted
  - 2 active compliance cases

**Homeownership Waitlist**

<u>Applicants</u>	<u>HH Size</u>	<u>Income Levels</u>	<u>Process</u>
1	6	80%	On the Waiting List
2	1	80%	On the Waiting List
3	1	80%	On the Waiting List
4	3	120%	On the Waiting List
5	4	120%	On the Waiting List
6	3	80%	On the Waiting List
7	1	150%	On the Waiting List
8	1	120%	On the Waiting List
9	1	120%	On the Waiting List
10	2	150%	On the Waiting List
11	1	150%	Pending Documents
12	2	120%	Pending Documents
13	1	150%	Pending Documents
14	2	120%	Pending Documents
15	2	80%	Pending Documents
16	1	120%	Pending Documents
17	1	80%	Pending Documents
18	1	150%	Pending Documents
19	3	150%	Pending Documents
20	4	150%	Pending Documents

\*6 HH at 80% AMI, 7 HH at 120% AMI, 7 HH at 150% AMI

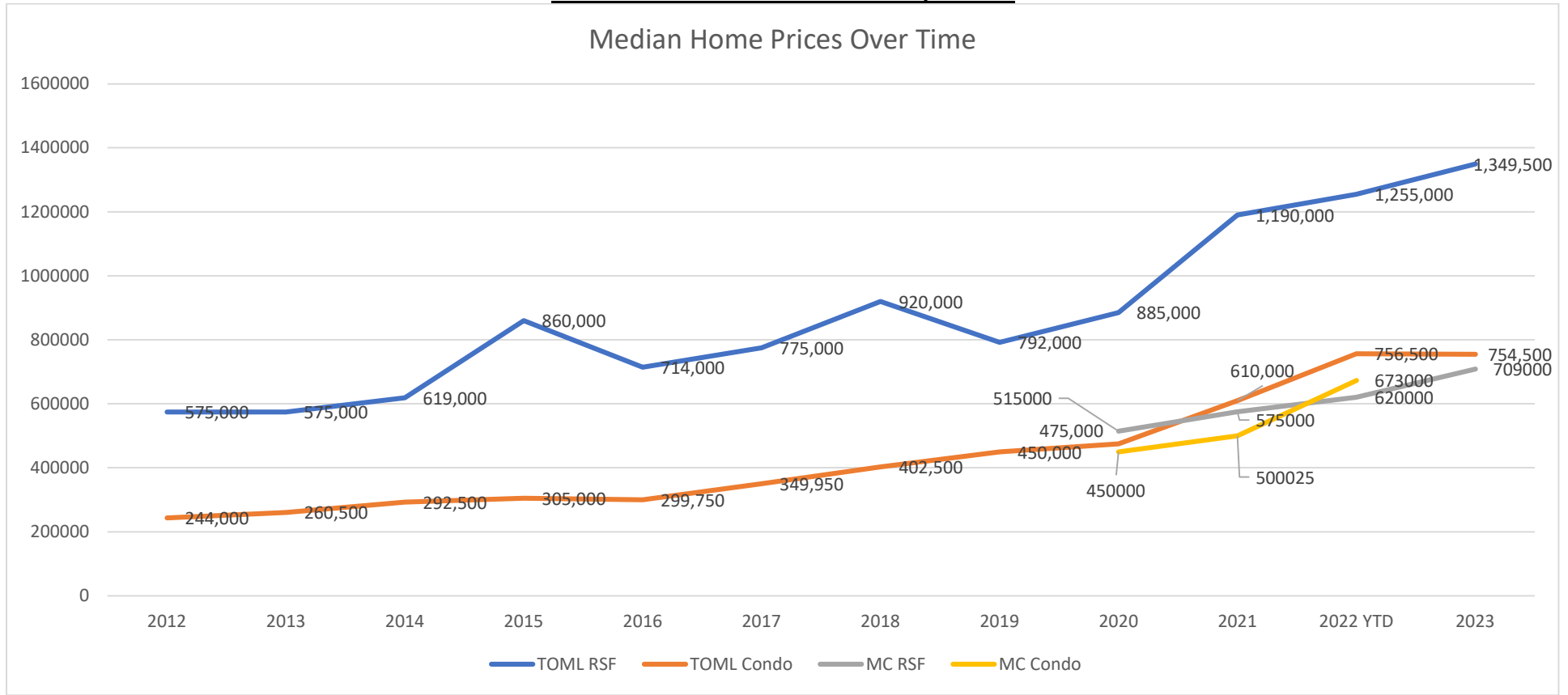
**Mortgage Assistance Programs**

Jurisdiction	Funding Source	AMI	~ Funds Available	Notes
Town	CDBG	80%	~ \$385,000	<i>Available to use</i>
Town	HOME Reuse	80%	~ \$100,000	<b>FROZEN BY STATE</b>
Mono County	HOME	80%	~ \$455,800	<b>FROZEN BY STATE - Extended</b>
MLH – Mono County + Town	CalHome	80%	~ \$881,000 funds available	Available for: <ul style="list-style-type: none"> <li>• Mortgage Assistance</li> <li>• Rehab</li> <li>• ADU Loans</li> </ul>
Town	PHLA	120%		<i>Waiting for Guidelines from State</i>
Town	BEGIN Reuse	120%	~ \$0	Available at Specific Complexes
Mono County	Local	120%		<i>Pending Approval &amp; Guidelines</i>

**State Income Levels – Current (06/15/2023)**

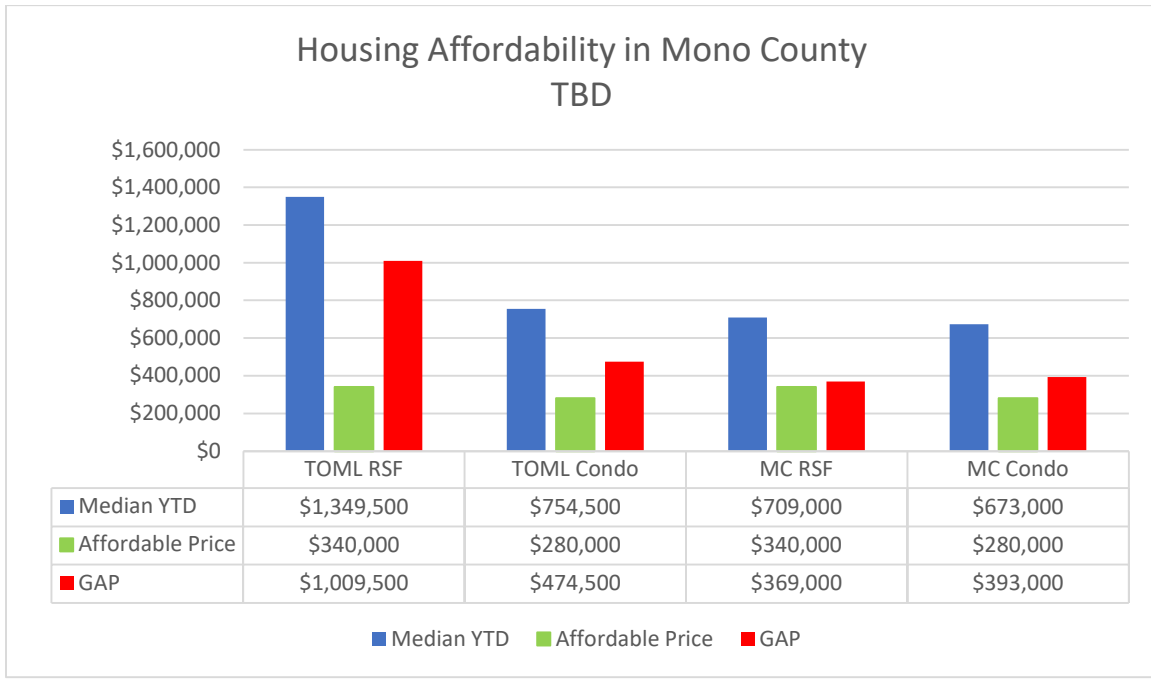
	1 HH	2 HH	3 HH	4 HH
<b>80% AMI</b>	\$47,600	\$54,400	\$61,200	\$68,000
<b>100% AMI</b>	\$67,050	\$76,650	\$86,200	\$95,800
<b>120% AMI</b>	\$80,450	\$91,950	\$103,450	\$114,950

**MEDIAN HOME PRICES- Not up to date**



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

% INCREASE OVER 2022			
MC Condo up	TBD	Town Condo down	TBD
MC RSF up	TBD	Town RSF up	TBD



\*Assumptions: 6.8% interest, \$400 personal debt, \$700 HOA, 5% down (with PMI);  
120% AMI household of 4 (TBD)

## **PROJECTS**

### **1. Innsbruck Lodge (Project Homekey)**

- a. Homekey Extension Approved: 01/29/2025 (Occupancy)
- b. Weekly calls between MLH staff, GC, PM, and Architects
- c. Property Management research/meetings
- d. Request for TCO for 6 units by March 2024

### **2. Access Apartments**

- a. Fully Funded after substantial budget revisions
- b. GC contract in legal review

### **3. Valley Apartments**

- a. Escrow extended 1 year – May 2024
- b. Waiting for next PRP NOFA
- c. Coordinating with financial consultant for application support
- d. Environmental Phase 1 updated
- e. Coordinating with Stanislaus Housing Authority on Section 8 vouchers

### **4. Glass Mountain Apartments**

- a. Letter of intent signed by both parties

### **5. Silverpeaks**

- a. Pursuing Affordable Housing & Sustainable Communities grant
- b. Receiving TA from CCRH
- c. Continuous meetings with the City of Bishop, Visionary, ESTA, CCRH, etc.

### **Work Items Completed**

- Regular grant reporting – complete

### **Work Items Currently Ongoing**

- Homeownership letter sent out
- Annual waitlist letter sent out
- Internal process improvements
  - Internal Goal Setting
  - Staff evaluations
- Bridge Program – handful of units in various stages, no MLH units owned at this time
- Fundraising
- Tenant Relation and Asset Management
- Strategic Plan Update
- Insurance Renewals
- Annual welfare exemptions
- On-Going Partnerships:
  - Inyo County ADU/rehab program update
  - RCAC Homeownership Counseling Plan
- Foreclosure Intervention Housing Preservation Program (FIHPP)
  - Training/TA/Resources to a cohort of community-based developers, to prepare them to leverage this opportunity.
  - FIHPP will provide approximately \$375 million in grants and loans to nonprofits to acquire, rehabilitate and preserve affordable housing in foreclosure or at risk of foreclosure.
  - Monthly meeting as well as TA sessions
  - Project applications due in Winter/Spring 2023-24.
- Rebranding

### **Upcoming Work Program Items**

- Inyo County (Bishop) Rehab Program (PHLA)
- Community Education – Credit Reports and Credit Scores
- Patricia - Broker's License = 9 courses, 45 hours each
  - 4 courses completed
- Erik – Homeownership
  - Finish Housing Counseling Certification
  - HUD Counselor Test
- CalCORE Virtual Training/TA/Resources
  - Erik will attend the In-Person Convening Feb. 21<sup>st</sup>-23<sup>rd</sup>