



**Mammoth Lakes Housing Board Special Meeting
Agenda**

Tuesday, June 20, 2023, 3:00 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 Mammoth Lakes Housing, Inc. at (760) 934-4740. Notification 48 hours prior to the meeting will enable Mammoth Lakes Housing, Inc to make arrangements to ensure accessibility to this meeting (28 CFR 13.102-35.104 ADA Title II).

NOTE: 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 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@mammothlakeshousing.org or 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

International numbers available: <https://monocounty.zoom.us/j/ad4YSFD3lxl>

1. Call to Order

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

2. Public Comments

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

3. Policy Matters

3.1 Consider approval of the Loan Agreement and Acknowledgment of Debt with Mono County, in its substantial form, for the advance of mortgage assistance funding to support the ongoing mortgage assistance program funded through the 2021 CalHome Award to Mammoth Lakes Housing, Inc.

3.2 The Board will participate in a Strategic Planning session with Seana Doherty of Agnew Beck, to update the organization's 5-year Strategic Plan

4. Adjourn



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

STAFF REPORT

Subject: Consider approval of the Loan Agreement and Acknowledgment of Debt with Mono County

Presented by: Patricia Robertson, Executive Director

BACKGROUND

Mammoth Lakes Housing, Inc. applied for and was awarded a 2021 CalHome Program grant through the State Department of Housing & Community Development. The award is for nearly \$1M in loan funds to support low-income households throughout Mono County with Mortgage Assistance, Owner-Occupied Rehab, and ADU Construction Loans.

MLH has some CalHome ReUse funds from a 2013 award. These funds will be used towards the first client's mortgage assistance loan.

MLH currently has two income-qualified households looking to purchase in unincorporated Mono County. One is in escrow with a closing date in July.

The CalHome Program can advance funds for homeownership, however the timing of these clients moving forward and the processing of the advance request may not line up. In an effort to move these escrows forward, Mono County and MLH would like to partner to finalize these real estate transactions and subsequently follow-through with the funds requests to the State.

The Loan Agreement with Mono County helps to fund the Mortgage Assistance Loans for these low-income households. Once MLH receives the reimbursement from the State, the loan to Mono County will be paid off.

CONSIDERATIONS

An advance from CalHome is pending, however, the timing is unknown. MLH could wait for the advance from CalHome in lieu of partnering with Mono County for the funds. This could hold up escrows and potentially risk the purchases for these clients.

ATTACHMENTS

1. Loan Agreement

LOAN AGREEMENT AND ACKNOWLEDGEMENT OF DEBT

This Loan Agreement and Acknowledgement of Debt (this "Agreement") is entered as of ____, 2023, between the County of Mono, a political subdivision of the State of California ("Lender"), and Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation ("Borrower"), with respect to the following facts:

- A. In June 2020, Lender received an award of \$500,000 through the HOME Investment Partnership Program (the "HOME Award"), administered by the California Department of Housing and Community Development ("HCD") with funding from the U.S. Department of Housing and Urban Development ("HUD"). Lender intended to use all or a portion of the HOME Award to provide gap financing to first-time homebuyers.
- B. Shortly after receiving the HOME Award, Lender entered a subrecipient agreement with Borrower, whereby Borrower would administer the HOME Award for Lender.
- C. HUD has temporarily suspended the HOME program to update regulations and procedures and, although HCD has given Lender an extension to spend the HOME Award until May 2, 2024, the HOME Award currently cannot be spent. Nonetheless, Borrower has properly vetted two eligible first-time homebuyers (the "Eligible Applicants") who are ready to enter escrow to purchase homes in the unincorporated area of Mono County (the "Eligible Applicant Escrows").
- D. Borrower has other mortgage assistance available to it from HCD to provide gap financing to the Eligible Applications (the "HCD Mortgage Assistance"), in the amount of \$100,000 per Eligible Applicant. However, the HCD Mortgage Assistance program requires Borrower to provide the gap financing from its own funds and to seek reimbursement from HCD.
- E. Providing the gap financing from its own funds would require Borrower to redirect funding from other affordable housing initiatives, and so to facilitate closing by the Eligible Applicants, Lender is willing to provide Borrower a bridge loan on terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Loan Amount and Use of Loan. Lender hereby promises to lend to Borrower \$200,000 (the "Loan"). Borrower shall use the Loan proceeds to pay \$100,000 into each of the Eligible Applicant Escrows, as described in the Recitals.
2. Period of Loan. The Loan shall be repaid by Borrower within 30 days of Borrower's receipt of the HCD Mortgage Assistance (the "Due Date"). Borrower shall take commercially reasonable efforts to draw down the HCD Mortgage Assistance expeditiously. No pre-payment penalty shall apply if the Loan or any portion thereof is paid prior to the Due Date.

3. Payment. Payment of all amounts due under this loan shall be payable to Lender in care of Lender's Director of Finance, in person or by mail at the address provided for notice in Section 11, below. Payment also may be made by wire transfer following instructions provided in writing by Lender and verified orally by Borrower, provided that Borrower assumes all risk of loss and shall pay any associated wire transfer fees.
4. Interest. No interest shall accrue on the Loan until the Due Date. If the Loan is unpaid as of the Due Date, then interest shall accrue from the first business day following the Due Date at a rate of four percent (4%) simple interest per annum, calculated to the date of payment based upon a 365-day year.
5. Late Charge. The Loan shall be in default if the entire Loan amount with any interest accruing thereon is not paid within ten (10) days of the Due Date (the "Default Date"). If there is an outstanding balance of principal and/or interest (the "Balance Due") as of the Default Date, then in addition to the Balance Due, Borrower shall owe Lender a late fee of five percent (5%) of the Balance Due as of the Default Date.
6. Insolvency. Any Balance Due shall become immediately due and payable if Borrower becomes insolvent.
7. Dispute Resolution. If any dispute arises among the parties relating to this Agreement, the parties will resolve the dispute in the following manner:
 - a. The party raising the dispute shall notify the other party of the dispute and shall provide a reasonable amount of information about the nature of the dispute.
 - b. As soon as practicable, the parties will meet and confer in good faith, in person or by video conferencing, to resolve their dispute.
 - c. If such negotiations fail, the parties shall refer their dispute as soon as practicable to a mediator mutually acceptable to them to attempt mediation. If they are unable to agree upon a mediator, then each party shall propose a trained and experienced mediator that would be acceptable to it, and the two mediators so selected shall meet and confer to mutually select a third trained and experienced mediator who will conduct the mediation. Any applicable statute of limitations shall toll during the time during which mediation is attempted.
 - d. Notwithstanding the foregoing, either party may seek from any court of competent jurisdiction (wherein venue is proper according to applicable law), any provisional remedy that may be necessary to protect any rights or property from irreparable harm pending the determination of the merits of any dispute. Except as otherwise provided for in this paragraph (d), neither party shall file litigation to resolve any dispute without first attempting to resolve the dispute through negotiation and mediation, as described in paragraphs (a) to (c) of this Section, above.

8. Choice of Law & Venue. This Agreement shall be interpreted according to the laws of State of California without regard to conflict of law principles. Venue for any dispute arising from this Agreement shall be proper in Mono County, California, notwithstanding Code of Civil Procedure Section 394 or any other law.

9. Interpretation.
 - a. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings between them.
 - b. There are no third-party intended beneficiaries of this Agreement.
 - c. This Agreement contains the contributions of both parties, and the rule stated in Civil Code Section 1654 that an agreement be construed against its drafter shall not apply hereto.
 - d. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the court is authorized and instructed to modify the same to effectuate the original intent of the parties as closely as possible.

10. Waiver; Amendment; Successors & Assigns.
 - a. Any failure to enforce any provision of this Agreement by either party shall not constitute a waiver thereof, and no waiver shall constitute an ongoing waiver.
 - b. This Agreement may not be modified except in a written agreement signed by both parties.
 - c. This Agreement shall be binding on both parties' successors and assigns.

11. Notice. Any notice required by this Agreement shall be given in writing by personal delivery or by first-class United States mail, postage prepaid, to the respective party at the address below, unless another address for notice is given by notice. Notice by mail shall be deemed given three (3) days after deposit in the mail. Notice by personal delivery shall be deemed given upon receipt. Notice may also be given by overnight delivery by reputable private courier service (e.g., FedEx, UPS, or Purolator), and shall be deemed given upon confirmation of receipt.

To Lender: County of Mono
Director of Finance
P.O. Box 556
Courthouse Annex II
Bridgeport, CA 93517

To Borrower: Mammoth Lakes Housing, Inc.
Patricia Ann Robertson
P.O. Box 260
587 Old Mammoth Road, Ste. No. 4
Mammoth Lakes, CA 93546

Notice may also be given by electronic means but shall only be deemed given if acknowledged by the receiving party in writing.

12. Execution.

- a. The individuals executing this Agreement represent and warrant their authority to bind their respective parties.
- b. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- c. This Agreement may be signed electronically, and a facsimile or electronically stored copy of this Agreement shall be treated as an original.

[Signatures on Following Page]

NOW, THEREFORE, the parties have executed this Agreement as of the date first written above.

COUNTY OF MONO, a political subdivision of
the State of California

MAMMOTH LAKES HOUSING, INC., a
California nonprofit public benefit corporation

By: _____
Rhonda Duggan, Chairperson,
Mono County Board of Supervisors

By: _____
Patricia Ann Robertson,
Executive Director/Secretary

ATTEST

By: _____
Kirk A. Stapp, CEO

Clerk of the Board of Supervisors

APPROVED AS TO FORM

County Counsel



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

STAFF REPORT

Subject: 5-Year Strategic Plan Update

Presented by: Patricia Robertson, Executive Director
Seana Doherty, Agnew Beck Consulting
Allison Schwedner, Agnew Beck Consulting

STRATEGIC PLAN UPDATE